

TOWN COUNCIL AGENDA
COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"
50 Chapman Place
EAST HARTFORD, CONNECTICUT
March 19, 2024

Executive Session 7:00 PM

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Pursuant to Connecticut General Statutes § 1-225a this Town Council meeting is accessible through "**Microsoft Teams**" [929-235-8441](https://teams.microsoft.com/join/929-235-8441) **Conference ID:** 512 514 556# 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. March 2, 2024 Budget Workshop
- B. March 4, 2024 Budget Workshop
- C. March 5, 2024 Executive Session
- D. March 5, 2024 Regular Meeting
- E. March 6, 2024 Public Hearing
- F. March 11, 2024 Special Meeting re: Port Eastside
- G. March 11, 2024 Special Meeting re: 2024-25 Budget

6. COMMUNICATIONS AND PETITIONS

7. OLD BUSINESS

8. NEW BUSINESS

- A. Golf Carts at East Hartford Golf Course
 - 1. Sales of Existing Fleet
 - 2. Purchase of Replacement Fleet
- B. Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG)
- C. Setting of Public Hearing Date re: Ordinance Revisions
 - 1. Bidding Procedure
 - 2. Food Trucks
 - 3. Sidewalk Repair and Maintenance
- D. Referral to Fees Committee re: Inspections
- E. Modification of Existing Bid Waivers re: Town Hall Enhancement Project

F. Amusement Permit Application re: Sounds of Summer Concert Series

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

- A. The pending Auto Liability Claim known as SIMONE BELL, DONNA REE HALL, AND AZZOURIAH STERLING PPA NATHANIEL STERLING v. EAST HARTFORD, No. HD4-HHD-CV22-6160972-S
- B. The pending Workers' Compensation claims of former Town employee, Matthew Braunshweiger.

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

- A. Other Elected Officials
- B. Other Residents
- C. Mayor

12. ADJOURNMENT (next meeting: April 2, 2024 at Community Cultural Center)

OFFICE OF
THE TOWN COUNCIL

TOWN OF EAST HARTFORD

(860) 291-7207

740 Main Street
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

DATE: March 15, 2024
TO: Town Council Members
FROM: Rich Kehoe, Chair
RE: Tuesday, March 19, 2024 – 7:00 pm
Community Cultural Center Room 111

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

Tuesday, March 19, 2024 – 7:00 pm

The purpose of the meeting is to meet in Executive Session to discuss the following:

- A. The pending Law Enforcement Liability Claim known as ESTATE OF LENETIS V. EAST HARTFORD, No. 3:20-cv-01834(JCH)
- B. The pending Auto Liability Claim known as SIMONE BELL, DONNA REE HALL, AND AZZOURIAH STERLING PPA NATHANIEL STERLING v. EAST HARTFORD, No. HD4-HHD-CV22-6160972-S
- C. The pending Workers' Compensation claims of former Town employee, Matthew Braunschweiger.

cc: Mayor's Office
Melissa McCaw, Chief Administrative Officer and Finance Director
Office of Corporation Counsel

COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

EAST HARTFORD, CONNECTICUT

MARCH 2, 2024

BUDGET WORKSHOP

BOARDS AND COMMISSIONS / INFORMATION TECHNOLOGY /
HEALTH AND HUMAN SERVICES / SOCIAL SERVICES / YOUTH SERVICES /
PARKS AND RECREATION / SENIOR SERVICES / EH WORKS!

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup, Travis Simpson, Harry Amadasun, Jr. (arrived 8:45 am)

ALSO
PRESENT Mayor Connor Martin
Melissa McCaw, Chief Administrative Officer and Finance Director
Ekaterine Tchelidze, Chief of Staff
Pat Sirois, Chair of Beautification Commission
Ken Sayers, Chief Information Security Officer
Rich Muth, IT Manager
Laurence Burnsed, Director of Health and Human Services
Amanda Garrity, Deputy Health Director
Ronda Doherty, Public Health Nursing Supervisor
Michael O'Connell, Public Health Supervisor
Astrid Calderon, Youth and Social Services Program Supervisor
Lindsay Potterton, Program Supervisor, Crisis Intervention
Sean Dwyer, Assistant Director of Parks and Recreation
Vicki Liberator, Senior Services Coordinator
Amy Pelletier, Director – East Hartford Works!

CALL TO ORDER

Chair Kehoe called the meeting to order at 8:40 a.m. 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 and those in attendance joined him in the pledge of allegiance.

Chair Kehoe provided an overview of the Council's review process for the Mayor's proposed budget, which will include a Public Hearing on March 6, 2024 and projected adoption of the Fiscal Year 2024-2025 Town Budget on March 11, 2024.

The following departments provided presentations on their activities for the year and goals for the future. The Town Council reviewed the proposed budget for each of the following departments and asked questions about the budget line items and major initiatives the department is implementing.

to **adjourn** (2:54 pm)
Motion carried 9/0.

Attest _____
Jason Marshall
Town Council Clerk

COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

EAST HARTFORD, CONNECTICUT

MARCH 4, 2024

BUDGET WORKSHOP
LIBRARY / DEVELOPMENT / FINANCE

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup, Travis Simpson and Harry Amadasun, Jr. (arrived 6:35 pm)

ALSO Mayor Connor Martin
PRESENT Melissa McCaw, Chief Administrative Officer and Finance Director
Ekaterine Tchelidze, Chief of Staff (via Teams)
Sarah Morgan, Library Director
Eileen Buckheit, Development Director
Steve Hnatuk, Deputy Development Director
Christine Sasen, Risk Manager
Michelle Enman, Purchasing Agent
Joseph Ferraro, Interim Tax Assessor
Iris Laurenza, Tax Collector (via Teams)

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:36 p.m. 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 and those in attendance joined him in the Pledge of Allegiance.

Chair Kehoe provided an overview of the Council's review process for the Mayor's proposed budget, which will include a Public Hearing on March 6, 2024 and projected adoption of the Fiscal Year 2024-2025 Town Budget on March 11, 2024.

The following departments provided presentations on their activities for the year and goals for the future. The Town Council reviewed the proposed budget for each of the following departments and asked questions about the budget line items and major initiatives the department is implementing.

Library Services (6:35 pm)

Sarah Morgan

Development (7:05 pm)

Eileen Buckheit
Steve Hnatuk

Inspections and Permits (7:55 pm)

Eileen Buckheit

Redevelopment Agency / Economic Development
Commission / Planning & Zoning Commission (8:18 pm)

Eileen Buckheit

| | |
|-----------------------------------|---------------------------------|
| Grants Administration (8:20 pm) | Eileen Buckheit |
| Finance (8:30 pm) | Melissa McCaw |
| Accounts and Control (8:58 pm) | Melissa McCaw |
| Purchasing (9:03 pm) | Melissa McCaw |
| Assessor (9:07 pm) | Melissa McCaw Joseph Ferraro |
| Revenue and Collections (9:12 pm) | Melissa McCaw |
| Employee Benefits (9:15 pm) | Melissa McCaw |
| Risk Management (9:25 pm) | Melissa McCaw |
| Debt Services (9:29 pm) | Melissa McCaw |
| Contingency (9:33 pm) | Melissa McCaw |
| Revenues (9:34 pm) | Melissa McCaw |

Director McCaw then provided a brief overview of projected Grand List growth from current development projects, highlighting the Logistics and Technology Park project with National Development. The Finance Director noted that there would be a \$1.3 million reduction in the revenue the town will receive from the National Development project in FY 2025-2026 because the enterprise zone abatement will be implemented. Therefore, in order to avoid a revenue cliff in that fiscal year, the Administration is recommending changes to the proposed budget so as not to rely on \$1.3 million in revenue that will not reoccur in 2025-2026. The Director then shared a summary of the Five Year Capital Improvement Program and anticipated needs.

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell
to adjourn (10:27 pm)
Motion carried 9/0.

Attest _____
Jason Marshall
Town Council Clerk

Community Cultural Center Room 111

March 5, 2024

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson (via Phone), Minority Leader John Morrison, Councilors Angela Parkinson, Awet Tsegai, Harry O. Amadasun, Jr., Thomas Rup and Travis Simpson

ABSENT

ALSO Robert Fitzgerald, Assistant Corporation Counsel
PRESENT

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:18 p.m.

MOTION By John Morrison
seconded by Don Bell

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

The pending summary process eviction action known as TOWN OF EAST HARTFORD v. TOOTH TIME DENTISTRY, LLC, Docket No: HFH-CV23-6027035-S, involving the real property located at 800 Silver Lane, Suite 222, East Hartford, CT, 06118.

Motion carried 8/0 (Abstain: Rup)

MOTION By John Morrison
seconded by Don Bell

to **go back to** Regular Session.

Motion carried 8/0 (Abstain: Rup)

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell

to **adjourn** at 7:38 p.m.

Motion carried 8/0 (Abstain: Rup)

Attest _____

Richard Kehoe
Town Council Chair

EAST HARTFORD TOWN COUNCIL

COMMUNITY CULTURAL CENTER AUDITORIUM

March 5, 2024

PRESENT Chair Richard F. Kehoe, Vice Chair Don Bell, Majority Leader Sebrina Wilson (via Teams), Minority Leader John Morrison, Councilors Angie Parkinson, Travis Simpson, Thomas Rup, Awet Tsegai and Harry Amadasun, Jr.

ABSENT

ALSO Mayor Connor S. Martin (via Teams)
PRESENT Melissa McCaw, Chief Administrative Officer and Finance Director (via Teams)
Ekaterine Tchelidze, Chief of Staff (via Teams)
Robert Fitzgerald, Assistant Corporation Counsel
Eileen Buckheit, Director of Development
Paul O'Sullivan, Grants Manager (via Teams)
Michael Daniels, Economic Development Coordinator
Paul Mounds Sr., ARPA Small Business Project Manager
Jay Margnelli, CT Valley Chamber of Commerce
Chris Reilly, President, Lexington Partners
David Panico, Partner, Robinson and Cole, LLC
Dimitrios Karouta, Director of Real Estate Development, Parker Benjamin, LLC
Michael Zaleski - President & CEO - Riverfront Recapture, Inc.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:41 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

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Martin

- wished all a good evening
- The Town Clerk's office is now open inside of Town Hall at 740 Main Street for regularly scheduled hours of operation.
- Registration for participants, sponsors and vendors is now open for the Memorial Day Parade through the Town Website.

- The Public Hearing regarding the 2024-25 Town Budget is scheduled for March 6th at 7:00 pm at the CCC Auditorium. The Special Meeting to adopt the Budget is scheduled for March 11 at 7:00 pm at the CCC Auditorium.
- All Town offices, including the East Hartford Transfer Station, will be closed on Friday, March 29, 2024 in observance of Good Friday. Raymond Library will be open 10:00 am– 6:00 pm on Saturday, March 30, 2024 (special hours for early voting) and closed on Easter Sunday. All Town offices will reopen on Monday, April 1, 2024 for regularly scheduled hours of operation. Trash and recycling pickup will remain on its normal schedule.
- Applications are open for the East Hartford Works! Summer Youth Employment & Learning Program.
- East Hartford Parks and Recreation is also now hiring for Summer Youth Employment. Lifeguard certification courses will begin in April.

APPROVAL OF MINUTES

February 20, 2024 Executive Session

MOTION By Sebrina Wilson
seconded by Awet Tsegai

to **approve** the minutes of the February 20, 2024 Executive Session

Motion carried 9/0

February 20, 2024 Regular Meeting

MOTION By Sebrina Wilson
seconded by Tom Rup

to **approve** the minutes of the February 20, 2024 Regular Meeting

Motion carried 9/0

February 26, 2024 FY2024-25 Budget Workshop

MOTION By Sebrina Wilson
seconded by Travis Simpson

to **approve** the minutes of the February 26, 2024 FY2024-25 Budget Workshop

Motion carried 9/0

February 28, 2024 FY2024-25 Budget Workshop

MOTION By Sebrina Wilson
seconded by John Morrison

to **approve** the minutes of the February 28, 2024 FY2024-25 Budget Workshop

Motion carried 9/0

COMMUNICATIONS AND PETITIONS

ARPA Small Business Assistance Program Update by Development Department

Eileen Buckheit, Development Director stated that the purpose of the program has been to assist East Hartford businesses that were impacted by the pandemic with initiatives that will aid in their recovery. Funds provided through the Town's ARPA allotment have been used to expand infrastructure, purchase new equipment, renovate facades and/or hire employees. 52 applications from local businesses have been approved, totaling just over \$3 million, with a maximum award of \$125,000. Of that number, roughly \$2.5 million has been paid out as reimbursements or consortium vendor purchases. The Director then shared a number of visuals highlighting the progress made at various sites as a result of the program.

Resignations from Boards and Commissions

The Chair announced that the following residents have resigned from their positions within Town Boards and Commissions:

Commission on Culture and Fine Arts: Emilio Estrella and Prescille Yamamoto
Planning and Zoning Commission: Valentine Povinelli
Zoning Board of Appeals: Fady El-Hachem

On behalf of the Council, the Chair thanked the residents for their service to the Town and encouraged all to consider participation on any Boards or Commissions of interest.

OLD BUSINESS

NEW BUSINESS

Port Eastside Development Agreement

The Chair stated that while the Council had anticipated approval of a Development Agreement at tonight's meeting, some details are yet to be signed off on. A draft of the document has been shared with the Council with the goal of scheduling a Special Meeting for approval in the next few days upon completion.

Presentation

Director Buckheit introduced Chris Reilly, President of Property Management at Lexington Partners, the firm serving as managing partner on the Port Eastside Project. Mr. Reilly highlighted the location and shared renderings of the planned first phase of the project, which would include demolition of the current building located at 99 Founders Plaza with the support of a \$6.5 million award from the State Bond Commission provided to the Town that has been allocated for Founders Plaza redevelopment.

The initial building as shared is highlighted by a 300-unit apartment complex with a raised ground floor to provide residents with river views. The proposed vision includes a request that will allow for a portion of East River Drive to be turned into green space that connects Port Eastside with the adjacent Great River Park and the dike along the riverfront.

The Council asked questions and discussed the vision and funding of the project and potential next steps.

David Panico has been providing legal counsel for the Town on the agreement, which contemplates phase one of the project. Mr. Panico discussed details on how the agreement will allow for CRDA's state bond funds to be dispersed in support of the project, while also providing protections for the Town should there be issues in development.

Director Buckheit confirmed that there is no current agreement for a tax abatement on the development, but that it is anticipated that additional Town tax incentives will be needed in order to complete the project.

860 Main Street (Church Corners Inn)

Director Buckheit informed the Council that the administration is requesting a bid waiver for the firm Parker Benjamin to act as the town's agent for work related to Church Corners Inn. Before transferring the property to its new owner, the Town is required to complete a number of pre-construction activities which will be taken from a portion of a \$2.5 million state grant from the Community Investment Fund (CIF) for this project. The funds have enabled the Town to acquire the property, relocate the tenants, clean out and secure the building, and seek out a private developer.

Ms. Buckheit introduced Dimitrios Karouta, Director of Real Estate Development for Parker Benjamin, LLC. The company specializes in adaptive reuse of historic structures, including projects in Winsted and the renovation of the Manwaring building in New London. The vision for the building at 860 Main Street includes 24 apartments in the upper floors, with retail space on the main floor of the building.

Mayor Martin stated that the administration is engaged with the adjacent Hartford East apartment complex which currently leases parking spaces from the Town with the goal of utilizing a portion of the lot for the project.

Request for Bid Waiver re: Pre-Construction Coordinator

MOTION By Angie Parkinson
 seconded by Tom Rup

to adopt the following resolution:

WHEREAS, the State of Connecticut Department of Economic and Community Development and the Town of East Hartford have executed a Financial Assistance Agreement whereby the Town received funding related to the Church Corners Inn Project ("Funding");

WHEREAS, the Town wishes to utilize \$760,000 of the Funding for pre-construction demolition and related work (the "Project") at the property known as Church Corners Inn, 860, Main Street, East Hartford, Connecticut (the "Property");

WHEREAS, the Town intends to convey the Property to PB Projects 11 LLC ("PB");

NOW THEREFORE LET IT BE RESOLVED; that Connor S. Martin, 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 9/0

Recommendations from Personnel and Pensions Subcommittee

Proposed Revision to Job Description and Pay Grade and Change in Title for Position of Accounting Assistant, Finance

MOTION By Awet Tsegai
seconded by Don Bell

to accept the Proposed Revision to Job Description and Pay Grade and Change in Title for the Position of Accounting Assistant with a new Title of "Accountant" in the Finance Department dated December 1, 2023 as presented by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Proposed Revision to Job Description and Pay Grade and Change in Title for Position of Payroll Coordinator

MOTION By Awet Tsegai
seconded by Don Bell

to accept the Proposed Revision to Job Description and Pay Grade and Change in Title for the Position of Payroll Coordinator with a new Title of "Payroll Manager" in the Finance Department dated December 1, 2023 as presented by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Proposed Revision to Job Description and Pay Grade and Change in Title for Position of Administrative Secretary III (Public Works)

MOTION By Awet Tsegai
seconded by Tom Rup

to **accept** the Proposed Revision to Job Description and Pay Grade and Change in Title for the Position of Administrative Secretary III with the new title of "Administrative Secretary III- Public Works" in the Department of Public Works, dated January 28, 2024, as provided by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Proposed Revision to Job Description and Change in Title for Position of Librarian 2 (Head of Children's and Teen Services)

MOTION By Awet Tsegai
seconded by John Morrison

to **accept** the Proposed Revision to Job Description and Change in Title for the Position of Librarian 2 (Head of Children's and Teen Services) with the new title of "Librarian II" in the Library Department, dated December 28, 2023, as provided by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Proposed Revision to Job Description and Change in Title for Position of Librarian 2 (Reference & Cultural Assets Adult Services)

MOTION By Awet Tsegai
seconded by Travis Simpson

to **accept** the Proposed Revision to Job Description and Change in Title for the Position of Librarian 2 (Reference & Cultural Assets Adult Services) with the new title of "Librarian II" in the Library Department, dated December 28, 2023, as provided by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Proposed Revision to Job Description and Pay Grade for Position of Administrative Clerk II (Fire Department)

MOTION By Awet Tsegai
seconded by Don Bell

to **accept** the Proposed Revision to Job Description and Paygrade Increase for the Position of Administrative Clerk II in the Fire Department, as provided by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Proposed Revision to Job Description, Paygrade Increase and Change in Title for Position of Administrative Clerk III (Police Department)

MOTION By Awet Tsegai
seconded by John Morrison

to **accept** the Proposed Revision to Job Description and Paygrade Increase for the Position of Administrative Clerk III with the new title of "Administrative Clerk III- Accounts Payable" in the Police Department, as provided by the Director of Human Resources at the February 27, 2024 Personnel and Pensions Committee Meeting.

Motion carried 9/0

Amusement Permit Application re: Memorial Day Parade

MOTION By Harry Amadasun
seconded by Travis Simpson

that pursuant to Section 5-3(e) of the East Hartford Code of Ordinances, **approve** the outdoor amusement permit entitled “Memorial Day Parade” as submitted by Chief of Police Mack Hawkins on February 23, 2024 scheduled for Monday May 27, 2024 starting at Riverside Drive to the Fallen Star Memorial at Goodwin University with the parade taking place from 10:00am to 11:00am, a program at the Fallen Star from 11:00am-12:30pm and a celebration to follow from 12:30pm to 3:00pm with music and food, 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 9/0

Appointments and Reappointments to Boards and Commissions

MOTION By Harry Amadasun
seconded by Tom Rup

to **approve** the following appointments and reappointments to Boards and Commissions as follows:

Board of Assessment Appeals

- Daniel Durso, 1490 Forbes St, term to expire 12/26

Commission on Aging

- Lorraine Kraft, 242 Hollister Drive, term to expire 12/26 (reappointment)

Commission on Services for Persons with Disabilities

- Sunilda Caminero, 107 Cambridge Drive, term to expire 12/25 (reappointment)

Economic Development Commission

- Patrena Ann Smith, 33 Atwood Lane, term to expire 12/25

Inland Wetlands Commission

- Gary Vollinger, 36 Brookfield Drive, term to expire 12/27 (reappointment)

Planning and Zoning Commission

- Jase Ramon Olavarria, 11 Turtle Creek Lane, (alternate position) term to expire 12/28

Motion carried 9/0

MOTION By John Morrison
seconded by Travis Simpson

to **approve** the following Republican appointments and reappointments to Boards and Commissions as follows:

Commission on Culture and Fine Arts

- Paul C. Wilusz, 101 Connecticut Blvd, term to expire 12/26
- Glynis McKenzie, 51 William St, term to expire 12/28 (reappointment)

Historic District Commission

- Jeffrey Cummings, 641 Hill St, term to expire 12/28 (reappointment)

Inland Wetlands Commission

- Peter Marra, 80 Harvest Lane, term to expire 12/27 (reappointment)

Pension & Retiree Benefit Board

- Esther Clarke, 197 Langford Lane, term to expire 12/28 (reappointment)

Planning and Zoning Commission

- Peter Marra, 80 Harvest Lane, term to expire 12/28 (reappointment)
- Antonio Matta, 19 Fellows Lane, term to expire 12/28

Redevelopment Agency

- Antonio Matta, 19 Fellows Lane, term to expire 12/28 (reappointment)

Veterans Commission

- Melodie D. Wilson, 272 Goodwin St, term to expire 12/25
- James Shelmerdine, 745 Tolland St, term to expire 12/25 (reappointment)
- Richard Bates, 103 Timber Trail, term to expire 12/25 (reappointment)
- Arthur Parker, 139 Mercer Ave, term to expire 12/25 (reappointment)

Zoning Board of Appeals

- James McElroy, 59 Melton Dr, 12/28 (reappointment)

Motion carried 9/0

Refund of Taxes

MOTION

By Harry Amadasun
seconded by Don Bell

to **approve** a total refund of taxes in the amount of \$27,302.10 pursuant to Section 12-129 of the Connecticut General Statutes.

Motion carried 9/0

| Bill | Name/Check payable to: | Address | City/State/Zip | Prop Loc/Vehicle Info. | Over Paid |
|-----------------|-------------------------------------|------------------------------|------------------------------|-------------------------|----------------------|
| 2022-04-0080171 | ALLIED ROOFING & SHEET METAL CO. | PO BOX 280744 | EAST HARTFORD, CT 06128 | 2023/3GCPDKEK2PG164008 | -100.00 |
| 2022-03-0051112 | ALPHONSE JULIETTA R | 36 SAUNDERS ST FL 1 | EAST HARTFORD, CT 06108 | 2019/5TDBZRFH2KS944379 | -34.25 |
| 2022-03-0052513 | BAILEY DONALD | 145 CHRISTINE DR | EAST HARTFORD, CT 06108-2929 | 2008/2G1WU583789285560 | -8.15 |
| 2022-03-0052960 | BAXTER KEITH A | 137 HOLLISTER DR | EAST HARTFORD, CT 06118-2135 | 2014/1GCVKREC3EZ297551 | -7.41 |
| 2022-03-0056995 | COITEUX ROBERT A | 68 FITZGERALD DR | EAST HARTFORD, CT 06118-2363 | 2017/3FA6P0D95HR136012 | -306.42 |
| 2022-01-0003348 | COVEY SETH | PO BOX 380735 | EAST HARTFORD, CT 06138 | 110 JANET DR | -2,804.24 |
| 2022-03-0058671 | DAIMLER TRUST | 14372 HERITAGE PARKWAY | FORT WORTH, TX 76177 | 2020/W1N0G8EB0LF822246 | -227.54 |
| 2021-03-0059810 | DOLAN KATHRYN A | 201 REGAN RD | VERNON, CT 06066 | 2017/JF2GPAABC4HH268555 | -231.96 |
| 2021-01-0004453 | EASTLAND REALTY CORPORATION | PO BOX 280535 | EAST HARTFORD, CT 06128 | 35 CHERRY ST | -1,176.91 |
| 2022-03-0062272 | FENTON EDWARD J JR | PO BOX 380393 | EAST HARTFORD, CT 06138-0393 | 2019/2HGFC2F80KH536277 | -69.44 |
| 2022-04-0082711 | GORRITZ NORMA I | 93 ROXBURY RD | EAST HARTFORD, CT 06118-1600 | 2013/2HKRM4H76DH611387 | -11.92 |
| 2022-03-0064968 | GOUPIL CLAUDE | 166 BREWER ST | EAST HARTFORD, CT 06118-2177 | 2015/1GCVKPEC5FZ380811 | -259.03 |
| 2021-01-0006873 | GREEN LAW P.C. | 11 TALCOTT NOTCH RD | FARMINGTON, CT 06032 | 160 GOVERNOR ST | -471.10 |
| 2022-01-0006035 | GRYK MARIJANE P | 167 TUMBLEBROOK DR | SOUTH WINDSOR, CT 06074 | 95-97 WHITING RD | -3,338.12 |
| 2021-03-0066166 | HONDA LEASE TRUST | 11675 GREAT OAKS WAY STE 200 | ALPHARETTA, GA 30022 | 2020/5J8YD4H36LL036485 | -158.10 |
| 2022-03-0066935 | HONDA LEASE TRUST | 11676 GREAT OAKS WAY STE 200 | ALPHARETTA, GA 30022 | 2020/5J8YD4H36LL036485 | -894.60 |
| 2019-03-0067080 | HOP ENERGY LLC | 36 BROWNSTONE AVE | PORTLAND, CT 06480 | 2017/3ALACXDT9HDJF4010 | -9,955.42 |
| 2019-03-0067095 | HOP ENERGY LLC | 36 BROWNSTONE AVE | PORTLAND, CT 06480 | 2017/1GTW7AFF3H1915891 | -2,447.33 |
| 2021-02-0040843 | HOP ENERGY LLC | 36 BROWNSTONE AVE | PORTLAND, CT 06480 | VARIOUS | -12.30 |
| 2022-02-0040827 | HOP ENERGY LLC | 36 BROWNSTONE AVE | PORTLAND, CT 06480 | VARIOUS | -10.64 |
| 2022-01-0000386 | LERETA LLC ATTN CENTRAL REFUND DEPT | 901 CORPORATE CENTER DR | PONOMA, CA 91768 | 1564 MAIN ST | -3,329.40 |
| 2022-03-0072220 | MARTIN DAVID R | 192 PENNEY DR | EAST HARTFORD, CT 06118-1621 | 2016/JN1A24FH0GM910266 | -400.00 |
| 2022-03-0073627 | MEYER CAROL A | 94 KNOLLWOOD RD | EAST HARTFORD, CT 06118-1732 | 2019/KL4CJ2S85KB786061 | -240.86 |
| 2022-01-0010561 | OSINSKI BARBARA A | 147 COUNTRY LN | EAST HARTFORD, CT 06118 | 147 COUNTRY LN | -50.00 |
| 2022-03-0078217 | PINCKNEY KENNETH | 38 GRAHAM RD | EAST HARTFORD, CT 06118-2128 | 2007/JHLRE48787C062226 | -15.58 |
| 2020-04-0087681 | RIVERA RICHARD O | 11 HILLS ST | EAST HARTFORD, CT 06118-2821 | 2021/JF2GTABC1M8292432 | -9.45 |
| 2020-04-0088229 | SANFORD STEPHANIE L | 25 CANAL BANK RD APT 325 | WINDSOR LOCKS, CT 06096 | 2020/3VV2B7AX9LM074740 | -106.40 |
| 2022-02-0041543 | TICKETMASTER LLC | 325 N MAPLE DR STE 100 | BEVERLY HILLS, CA 90210 | 615 SILVER LN | -5.12 |
| 2021-03-0084626 | TOYOTA LEASE TRUST | 525 FELLOWSHIP RD STE 330 | MT LAUREL, NJ 08054-3415 | 2018/2T3BFREVXJW805839 | -580.06 |
| 2022-03-0088591 | WILLIAMS JOHN H | 1195 SOUTH GRAND ST | WEST SUFFIELD, CT 06093 | 2019/JF2GTANC1K8339287 | -40.35 |
| TOTAL | | | | | \$(27,302.10) |

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

MOTION By John Morrison
seconded by Don Bell

to **adjourn** (10:35 pm)

Motion carried 9/0

The Chair wished all a good evening and announced that the next meeting of the Town Council will be held on Tuesday March 19th.

Attest _____
Jason Marshall
TOWN COUNCIL CLERK

COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

EAST HARTFORD, CONNECTICUT

MARCH 6, 2024

PUBLIC HEARING/BUDGET

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup, Travis Simpson and Harry Amadasun, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:02 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the Pledge of Allegiance.

The Chair gave a brief overview of the Mayor's recommended FY2024-25 budget which totals \$221,482,324. The budget reflects a 4.9% increase in expenses over FY2023-24.

The Board of Education's share of the budget is \$102.5 million. This is an increase of \$4.4 million over the previous fiscal year and their request is fully funded under the proposed budget. The Mayor's budget contains changes to staff to support the reorganization of departments to serve the public more effectively. All service levels to East Hartford residents are maintained in this budget. The proposed budget fully funds the town's obligations for the pension plan and the health insurance fund for active and retired town employees. It also reflects additional debt payments as a result of bonds issued for road improvements and town building repairs including Town Hall.

The recommended mill rate to support this budget would increase from 42.54 mills to 44.00 mills for Real Estate and Personal Property. The mill rate for motor vehicles remains the same as the current year at 32.46 mills.

The following residents came forward to speak:

Holly Reed, 93 Michael Avenue, is against the town increasing the mill rate. Ms. Reed expressed appreciation for the Mayor's vision for East Hartford and current level of service. Ms. Reed recommended cutting leaf pickup service as an expense.

Dorotheia Barnett, 12 Oakwood Street, expressed similar concerns regarding the increased mill rate and encouraged staff to support local small businesses.

Ned Lomerson, owner of Positive Battery Company, 200 Prospect Street, proposed limiting salary increases to Town staff.

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell
 to **adjourn** (7:36 p.m.)

Motion carried 9/0.

The Chair shared that the Town Council will hold a special meeting on Monday, March 11th at 7 pm to vote on the proposed budget in the Community Cultural Center Auditorium.

Attest _____
 Jason Marshall
 Town Council Clerk

COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

EAST HARTFORD, CONNECTICUT

MARCH 11, 2024 6 PM

SPECIAL MEETING / PORT EASTSIDE DEVELOPMENT AGREEMENT

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

ABSENT

ALSO Mayor Connor S. Martin
PRESENT Melissa McCaw, Chief Administrative Officer and Finance Director
Robert Fitzgerald, Assistant Corporation Counsel
Eileen Buckheit, Director of Development
Chris Reilly, President, Lexington Partners, LLC
David Panico, Partner, Robinson and Cole, LLC
Harris Simons – Principal, Figure Eight Properties

Chair Kehoe called the meeting to order at 6:07 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the Pledge of Allegiance.

Development Agreement between the Town of East Hartford and Port Eastside, LLC

The Chair stated that the purpose of this Special Meeting is to review, discuss and vote on approval of a Development Agreement between the Town of East Hartford and Port Eastside, LLC. A presentation of the initial phase of project was made Chris Reilly from Lexington Partners at the March 5, 2024 Town Council Regular Meeting. Since that time, the Administration, Port Eastside group and CRDA have been finalizing details, and the Council has been provided with a final draft of the initial development agreement for approval at this meeting.

Mayor Martin expressed his excitement over the project and thanked the Council for calling tonight's meeting to expedite the approval of the agreement.

The Mayor introduced David Panico who has provided legal counsel to the administration on the agreement. Mr. Panico provided detail on revisions made to the agreement, which include clarity that the state grant provided to the town through CRDA can only be used for abatement and demolition costs and not construction unless the Town is given approval by the State Bond Commission.

The agreement was also revised to reflect that work on the project is subject to state and local procurement requirements. Further edits included changing the requirements of conversion of grant to a loan from completing construction of the project to requiring a building permit within the established four-year timeline. The expectation is to have the development agreement signed by the end of March. Mr. Panico advised that the Town may need to provide future

financial assistance such as a tax abatement or reduction of permitting fees in order to ensure the project's financial viability, which is common practice for such projects.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD,
CONNECTICUT APPROVING AN INITIAL DEVELOPMENT AGREEMENT
FOR THE PORT EASTSIDE PROJECT**

MOTION By Angie Parkinson
 Seconded by Tom Rup

to **adopt** the following resolution:

WHEREAS, the Town of East Hartford, Connecticut (the "Town") is the recipient of a grant-in-aid from the State of Connecticut, acting by and through the Capital Region Development Authority ("CRDA"), in the amount of \$6,500,000 for economic development activities, including development of the riverfront, creation of housing, and demolition of vacant buildings at Founders Plaza (the "CRDA Grant"); and

WHEREAS, Port Eastside, LLC (the "Developer") has proposed a multi-phase, mixed use development plan, including office, recreation, retail, transportation and living components on approximately thirty (30) acres of land along the Connecticut River (the "Project"); and

WHEREAS, the Developer is the owner of the real property at 20 Hartland Street and known as 99 Founders Plaza in the Town (the "Property"); and

WHEREAS, the Town and the Developer have negotiated an Initial Development Agreement ("Agreement") for the first phase of the Project, to consist of the demolition of the existing low-rise office building located on the Property, and, with the consent of the Town, other buildings and structures adjacent to the Property permitted by the State Bond Commission approval (the "Demolition Project") and construction of not less than 150 primarily residential apartments with a complementary retail component on the Property (the "Construction Project"); and

WHEREAS, the Agreement provides for the public bid of the Demolition Project in compliance with State and Town procurement requirements, with the assistance of CRDA; and

WHEREAS, the Agreement provides for the receipt of additional information with respect to the Construction Project, including a project budget and project schedule; and

WHEREAS, the Agreement provides for the Developer to obtain a building permit and any other permits required allowing it to construct the Construction Project on or before the four (4) year anniversary date of the effective date of the Agreement, subject to extension as provided therein; and

WHEREAS, in the event the Developer fails to obtain the permits necessary to construct the Construction Project by the date specified in the Agreement, the amount of the Grant spent as of such date shall convert to a loan on terms specified in the Agreement, which

loan shall be secured by an Open-End Mortgage Deed by the Developer to the Town;
and

WHEREAS, the Town has no obligation to commit any Town funds to the Project, other than the CRDA Grant, at this time; and

WHEREAS, the Town believes that the development of the Property and the execution of the Agreement are in the best interests of the Town;

NOW, THEREFORE, BE IT HEREBY RESOLVED: That the Mayor, on behalf of the Town, is authorized to sign the Agreement, as presented to the Town Council at its March 11, 2024 meeting and attached hereto as **Exhibit A**; provided technical changes to the Agreement may be made as approved by the East Hartford Corporation Counsel; and provided further, that a final signed Agreement along with a description of any such technical changes shall be provided to the Town Council within ten days of signing; and

RESOLVED: That the Mayor, or any designee of the Mayor, is hereby authorized to negotiate with the CRDA and the Developer to publicly bid the Demolition Project; and

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 this Resolution, the Agreement and any supplements or amendments thereto.

On call of the vote, the motion carried 9/0

EXHIBIT A

Initial Development Agreement

(See Attached)

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell
 to adjourn (6:36 p.m.)
 Motion carried 9/0

INITIAL DEVELOPMENT AGREEMENT

By and Between

PORT EASTSIDE, LLC

And

TOWN OF EAST HARTFORD, CONNECTICUT

INITIAL DEVELOPMENT AGREEMENT

THIS INITIAL DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of _____, 2024 (the “**Effective Date**”), by and between the TOWN OF EAST HARTFORD, CONNECTICUT, 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 PORT EASTSIDE, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, and having an office at 433 South Main Street, Suite 112, West Hartford, Connecticut 06110, its successors and assigns (the “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property and all appurtenances thereto with an address of 20 Hartland Street and known as 99 Founders Plaza in the Town of East Hartford and State of Connecticut (the “**State**”), which property is more particularly described in **Exhibit A** (the “**Property**”); and

WHEREAS, development of the Property is the first phase of a multi-phase, mixed use development plan, including office, recreation, retail, transportation and living components on approximately thirty (30) acres of land along the Connecticut River (the “**Project**”), to be funded by private investment and such public funds as deemed necessary and appropriate by the State and the Municipality to ensure the Project’s success and consistent with the Municipality’s Plan of Conservation and Development; and

WHEREAS, the Developer intends to demolish the existing low-rise office building located on the Property and construct a commercial building on the Property as the first phase of the Project (the “**Phase 1 Project**”); and

WHEREAS, in order to permit the Developer to complete the Phase 1 Project, the Municipality, through funding from the Capital Region Development Authority (“**CRDA**”), has agreed to provide the Developer with a grant in the amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), subject to the terms of this Agreement, for the abatement and demolition of buildings on and adjacent to the Property (the “**Grant**”) pursuant to the State Bond Commission authorization, dated June 30, 2023 (the “**SBC Approval**”), to be used for the Phase 1 Project; and

WHEREAS, the Municipality believes that the Project is economically desirable to the Municipality, and in accord with the public interests of the Municipality.

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

ARTICLE I GENERAL AND PROJECT DESCRIPTION

1.1 **Recitals Incorporated.** The foregoing recitals are incorporated into and made a part of this Agreement.

1.2 **Nature of Phase 1 Project.** Developer and Municipality agree that the Phase 1 Project is intended to consist of (a) the demolition of the existing low-rise office building located on the Property, and, with the consent of the Municipality, other buildings and structures adjacent to the Property permitted by the SBC Approval (the “**Phase 1 Demolition Project**”) and (b) the construction of not less than 150 primarily residential apartments with a complementary retail component on the Property (the “**Phase 1 Construction Project**”). If

the Phase 1 Construction Project is to be used for any other use, such use shall be consented to by the Municipality in writing prior to the commencement of construction of the Phase 1 Construction Project.

1.3 Phase 1 Demolition Project.

(a) Bid Requirement. The Phase 1 Demolition Project shall be publicly bid in compliance with all applicable State and Municipality requirements. The Municipality will engage CRDA, as agent for the Municipality, pursuant to the Amended and Restated Memorandum of Understanding, signed August 2023 (the “**MOU**”), by and between the Municipality and CRDA, to assist the Municipality in bidding out the Phase 1 Demolition Project in accordance with applicable State and Municipality’s procurement requirements, including the Town of East Hartford Purchasing Ordinance. The Municipality will work with the CRDA to determine CRDA’s role in the bid solicitation and ensure that all procurement requirements are met.

Subject to applicable State and Municipality procurement requirements, the Municipality and the Developer will form a joint committee comprised of an equal number persons from each of the Municipality and the Developer (the “**Bid Committee**”) to work with CRDA to publicly bid the Phase 1 Demolition Project, including, but not limited to, determining the process, establishing the criteria to be used to evaluate the bids (including lowest cost), selecting the bidders to receive the bid solicitation, preparing the bid package(s), and setting the timing of the bid. Members of the Bid Committee from the Developer shall execute the Ethics and Confidentiality Agreement attached hereto as **Exhibit C**. The Municipality and the Developer may each recommend bidders to receive the solicitation. The Bid Committee shall determine qualified bidders responding to the solicitation, evaluating the qualified bids using the predetermined criteria, and selecting the qualified bidder to perform the Phase 1 Demolition Project (the “**Selected Bidder**”) in compliance with State and Municipality procurement and other requirements. CRDA shall not have a role in determining qualified bidders responding to the solicitation, evaluating the qualified bids using the predetermined criteria, or selecting the Selected Bidder. CRDA shall be paid for its services out of the Grant. The Municipality acknowledges and agrees that the Selected Bidder may be an affiliate of the Developer, subject to State and Municipality laws, ordinances and procurement requirements.

(b) Demolition Permit. The Developer shall apply to the Municipality for a demolition permit allowing it to complete the Phase 1 Demolition Project (the “**Demolition Permit**”).

(c) Contract with Selected Provider. Promptly upon the selection of the Selected Bidder, the Developer and the Selected Bidder will enter into a contract to perform the Phase 1 Demolition Project. Such contract shall incorporate all of the requirements set forth in the bid requirements, including applicable insurance and shall comply with all applicable state, federal and local law. CRDA shall provide the Municipality with contract administrative services pursuant to the MOU, which may include, among other services, clerk of the works, review of payment applications, and arranging for payment by the Municipality from the Grant. CRDA shall be paid for such services out of the Grant.

(d) Access to Property. Upon receipt of the Demolition Permit and satisfactory evidence of insurance, the Developer shall provide the Selected Bidder access to the Property to complete the Phase 1 Demolition Project.

1.4 Phase 1 Construction Project.

(a) Project Budget. Prior to the commencement of the Phase 1 Construction Project, the Developer shall provide the Municipality with a detailed project budget, including sources of funding and uses of all such funding, for the Phase 1 Construction Project (the “**Project Budget**”). The Developer will provide the Municipality with evidence of sufficient funds to finance the Phase 1 Construction Project, including, but not limited to, executed commitment letters from financial institutions, letters verifying amounts on deposit in accounts owned by the Developer, credit facilities available to the Developer and

other financial information satisfactory to the Municipality (the “**Financing Commitment**”). Developer will provide timely updates to the Project Budget, including any changes in the Financing Commitment, to the Municipality to reflect any changes in costs, new sources of funding and additional costs.

(b) **Building Permit.** Prior to the commencement of the Phase 1 Construction Project, the Developer shall apply to the Municipality for a building permit and any other permits required allowing it to construct the Phase 1 Construction Project (the “**Phase 1 Construction Permits**”).

(c) **Project Schedule.** The Developer shall provide the Municipality with a detailed schedule for the construction of the Phase 1 Construction Project (the “**Project Schedule**”), including the date for obtaining the Phase 1 Construction Permits, which shall be on or before the four (4) year anniversary date of the Effective Date of this Agreement, or the next succeeding business day if such anniversary date is not a business day in the Municipality (the “**Phase 1 Construction Project Permit Date**”), the date for obtaining the Financial Commitment, and the date of completion of the Phase 1 Construction Project (the “**Phase 1 Construction Project Completion Date**”). The Developer shall pursue the Phase 1 Construction Project in a prompt and efficient manner. The Developer shall complete each of the tasks (the “**Project Milestones**”) on or before the dates (“**Completion Dates**”) set forth in the Project Schedule. The Developer will provide timely requests for extensions to any of the Completion Dates for the Project Milestones, including the Phase 1 Construction Project Permit Date and the Phase 1 Construction Project Completion Date, to the Municipality, which extensions shall be in the sole and absolute discretion of the Municipality. Upon the occurrence of a Force Majeure Event (as defined herein), the Developer shall provide the Municipality with a revised Project Schedule, which shall be agreed to by the Municipality in its sole and absolute discretion, which shall not be unreasonably withheld or conditioned, after a good faith determination of the delay caused by the Force Majeure Event.

(d) **Failure to Obtain the Phase 1 Construction Permits by Phase 1 Construction Project Permit Date.** Notwithstanding anything in this Agreement to the contrary, in the event the Developer fails to obtain the Phase 1 Construction Permits by the Phase 1 Construction Project Permit Date, the amount of the Grant spent as of the Phase 1 Construction Project Permit Date shall convert to a loan, with interest due at an interest rate equal to the rate on a fifteen year Treasury note, plus four percent (4.00%), on the Phase 1 Construction Project Permit Date, with level monthly payments of principal and interest payable over a term of fifteen (15) years. To secure such loan, the Developer agrees to file a mortgage on the Property in favor of the Municipality in the form of **Exhibit B** attached hereto (the “**Phase 1 Construction Project Mortgage**”). In the event the Developer obtains the Phase 1 Construction Permits on or before the Phase 1 Construction Project Permit Date, the Phase 1 Construction Project Mortgage shall be released by the Municipality.

The Phase 1 Construction Project Mortgage shall be subordinate to first mortgage financing obtained by the Developer for the Phase 1 Construction Project in an amount agreed to by the Municipality, in its sole and absolute discretion. The Phase 1 Construction Project Mortgage may be further subordinated to additional financing or encumbrances as may be agreed to by the Municipality, in its sole and absolute discretion. The Municipality agrees to execute such documentation providing for such subordination.

(e) **Insurance Requirements.** The Developer shall maintain the insurance policies set forth on **Schedule A** until the Phase 1 Construction Project is completed.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **Representations Warranties and Covenants of the Municipality.** The Municipality represents and warrants to and covenants and agrees with the Developer, on an ongoing basis throughout the term of this Agreement, that:

(a) The Mayor has been duly authorized to execute and deliver this Agreement on behalf of the Municipality;

(b) This Agreement constitutes a legal, valid and binding obligation of the Municipality and is enforceable against it in accordance with its terms;

(c) The execution and performance of this Agreement by the Municipality will not result in or constitute any breach or violation of any indebtedness, contract or other agreement or instrument to which the Municipality is a party;

(d) The Municipality is not aware of any action, court, judiciary or administrative proceedings of any kind presently pending or threatened in regard to the Property; and

(e) The Municipality makes no representations whatsoever in connection with the condition of the Property, the Phase 1 Project, or the improvements, fixtures or equipment thereof. Subject to the rights of the Municipality hereunder, the Developer shall have sole and exclusive control of, possession of and responsibility for (i) the Property, (ii) the Phase 1 Project; (iii) the operation of the Phase 1 Project and supervision of the activities conducted therein or in connection with any part thereof; and (iv) the maintenance, repair and replacement of the Phase 1 Project.

2.2 Representations, Warranties and Covenants of the Developer. The Developer represents and warrants to and covenants and agrees with the Municipality, on an ongoing basis throughout the term of this Agreement, that:

(a) The Developer is a limited liability company, duly formed, legally existing and in good standing under the laws of the State;

(b) The Developer has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement;

(c) Each entity or person signing this Agreement on behalf of the Developer is authorized to do so and the Developer shall furnish to the Municipality any and all documents to evidence such authority as the Municipality shall reasonably request;

(d) Neither the execution, delivery, nor performance of this Agreement by the Developer, nor any action or omission on the part of the Developer required pursuant hereto, nor the consummation of the transactions contemplated by this Agreement will (i) result in a breach or violation of, or constitute a default under, any legal requirement, (ii) result in a breach of any term or provision of the operating agreement or articles of organization of the Developer, or (iii) constitute a default or result in the cancellation, termination or acceleration of any obligation, or cause any other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which the Developer is a party or by which any of the properties of the Developer is bound, or give any person or entity the right to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document. The Developer is not and will not be required to give any notice to or obtain any consent from any person or entity in connection with the execution and delivery of this Agreement which has not already been given or obtained;

(e) All representations and warranties made by the Developer in this Agreement, and all information contained in any statement, document or certificate furnished to the Municipality in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material fact necessary to make the statements contained herein or therein misleading;

(f) The Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally;

(g) Neither the Developer nor any of its principals, members or managers is a defendant or respondent in any legal proceeding, which, if determined adversely to the Developer or its principals, members or managers, will prevent the performance or materially impair the ability of the Developer to perform its duties and obligations under this Agreement; and no event has occurred which, with due notice or lapse of time or both, will constitute a material breach of any applicable law which will prevent or materially impair the ability of the Developer to perform its duties and obligations under this Agreement; provided, however, that in the event that subsequent to the Effective Date, if any, but not all, of the Developer's principals, members or managers shall become a defendant or respondent in a legal proceeding which, if determined adversely to such principal, member or manager, will prevent the performance or materially impair the ability of Developer to perform its duties and obligations under this Agreement, or is the reason an event has occurred that has or will constitute a material breach of a law which circumstance in either case would violate the covenant and warranty made in this paragraph, the Developer may, in addition to its right to cure the resulting default under Section 4.2 of this Agreement, may attempt to cure any default based on the violation of the covenant and warranty made in this paragraph by causing such person to resign from his position with Developer and through an assignment of his entire interest in Developer in compliance with Section 5.8 herein within sixty (60) days following notice from the Municipality of the default;

(h) Neither the Developer nor any of its principals, members or managers, employees, or contractors shall be currently debarred (or have at any time been debarred and not subsequently reinstated) from providing services to federal, State or local governments for any reason, and any contract entered into by Developer and its general contractor shall contain a clause providing that the use of any debarred persons or entities as contractors or subcontractors in connection with the Project shall be prohibited; and

(i) The Developer shall comply in all material respects with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, learning disability, physical or mental disability or status as a veteran in connection with the performance of this Agreement.

2.3 Developer's Indemnification of the Municipality.

(a) To the fullest extent permitted by law, the Developer agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold the Municipality, its agents, servants, officials, employees, volunteers and members of its boards and commissions (collectively the "**Indemnitees**"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Municipality by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Municipality, the Developer, or any other third party) arising out of or resulting from, or alleged to arise out of or result from Developer's performance of the Demolition, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of the Developer or any person or organization employed or engaged by Developer to perform all or any part of the contract. The term "**Losses**" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, expert's fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

(b) Municipality shall have no liability for, and Developer shall indemnify and defend the Indemnitees from and against, any and all liability, loss, cost and expenses, including reasonable attorneys' fees and costs, and environmental consultants costs ("**Environmental Expenses**") arising from (i) Developer's breach of any term, condition or obligation of this Agreement, (ii) any claims arising out of or which are related to any Environmental Conditions in, on or under any of the Property caused by a spill or discharge initially occurring or exacerbated by acts or omissions of Developer, its agents, contractors, tenants or invitees; and (iii) any action by any legal authority, including any State, regional, municipal or federal governmental or regulatory body or private party to enforce Developer's obligations or liabilities pursuant to any applicable or relevant laws or which arise out of or are related to the Environmental Conditions in, on or under any real property of the Property.

(c) Developer hereby releases the Indemnitees from any and all claims and Environmental Expenses, including but not limited to any claims and Environmental Expenses related to personal injury or diminution in property value (i) arising out of or which are related to any Environmental Conditions in, on or under any of the Property; or (ii) resulting from the release, emission or discharge of any material onto, into or under any of the Property or property surrounding the Property, which release, emission or discharge creates an Environmental Condition in, on or under the Property or property surrounding the Property.

(d) As used herein, "**Environmental Condition(s)**" shall mean the condition of a property or any portion thereof caused by or attributable to the existence or presence at, on, in, under, above or near the property, or any building thereon, of any Hazardous Materials, or by reason of the actual or threatened release or discharge of any Hazardous Materials at, on, in, under, above, near or from the Property; and "**Hazardous Materials**" shall mean (i) those elements, wastes, chemicals, materials, substances and compounds identified or regulated as hazardous or toxic pursuant to any and all applicable or relevant laws, (ii) any elements, chemicals, wastes, materials, substances or compounds now or hereafter defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic pollutants," "toxic substances," "pollutants" or "contaminants", or words of similar import, under any applicable or relevant laws, (iii) any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs), substances containing PCBs, Per- and Polyfluoroalkyl Substances (PFAS), petroleum products, flammable explosives, radioactive materials, infectious substances, materials containing lead-based paint or raw materials which include hazardous constituents), exposure to which is prohibited, limited or regulated by any governmental authority or which are identified by or regulated by law.

(e) The provisions of this Section 2.3 shall survive the termination of this Agreement.

ARTICLE III FINANCIAL ASSISTANCE TO THE PROJECT

3.1 **Grant.** The Grant shall be disbursed based on actual and reasonable demolition costs for the Phase 1 Demolition Project by the Municipality in accordance with the MOU and CRDA requisition requirements set forth in standard CRDA and Grant documentation.

(a) 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 Municipality and CRDA for the making of the Grant.

(b) In accordance with the SBC Approval, the Grant may only be used for the abatement and demolition of buildings on and adjacent to the Property. As such, the Grant proceeds shall only be used for actual cost of the Phase 1 Demolition Project and the following additional costs:

(i) CRDA management and administrative fees;

- (ii) the cost of relocating fire department antenna and equipment off the roof of the existing building on the Property and installing them on the American Eagle Federal Credit Union building located at 333 East River Drive, East Hartford, Connecticut;
 - (iii) the cost of the Demolition Permit; and
 - (iv) legal fees and expenses of the Developer and the Municipality in connection with the Phase 1 Demolition Project.
- (c) No costs incurred prior to June 30, 2023 shall be subject to reimbursement.

(d) In the event the amount of the Grant exceeds the cost of the Phase 1 Demolition Project, the Municipality shall reserve such excess for the benefit of the Developer to use for other portions of the Project, subject to State and Town of East Hartford, Connecticut laws and the approval of the Municipality. The Developer acknowledges that use of such excess for any purpose other than the abatement and demolition of buildings on and adjacent to the Property shall require approval of the State Bond Commission and shall be subject to the approval of the Municipality and CRDA. In the event the Developer fails to obtain the Phase 1 Construction Permits by the Phase 1 Construction Project Permit Date (as may be amended pursuant to the terms of this Agreement), such excess shall be reserved for the Municipality to be used in the Municipality's sole and absolute discretion in accordance with applicable State and Town of East Hartford, Connecticut laws. Developer shall not be responsible for repayment of any portion of the Grant released to the Municipality.

(e) Upon the occurrence of a default under this Agreement, the Municipality may discontinue disbursements of the Grant and all obligations of the Municipality hereunder shall cease.

3.2 Developer Equity.

(a) Municipality acknowledges that the Developer has achieved its cash equity requirement for the Phase 1 Demolition Project by the purchase of the Property. Future equity requirements for other phases of the Project in exchange for assistance from the Municipality will be determined in separate development agreements.

(b) Developer acknowledges that the Municipality's only source of funding for the Phase 1 Project is the Grant and that the Municipality has not committed or promised any additional funding therefor. Developer additionally acknowledges that any costs of the Phase 1 Demolition Project in excess of the Grant and all costs of the Phase 1 Construction Project shall be the sole responsibility of the Developer, subject to the Municipality agreeing to provide financial assistance in the future.

(c) At Municipality's request, Developer shall provide Municipality and CRDA with an updated Project Budget for the Phase 1 Demolition Project or the Phase 1 Construction Project, certified by an authorized officer of the Developer as true and accurate to the best of their knowledge.

(d) At Municipality's request, Developer shall provide Municipality and CRDA with an updated Project Schedule, including any revised Completion Dates for Project Milestones, certified by an authorized officer of the Developer as true and accurate to the best of their knowledge.

3.3 Town Assistance. The Municipality and the Developer acknowledge that the Project may need a contribution from the Municipality in the form of a tax abatement, tax fixing agreement, cap on fees or such other incentives authorized by State law or Municipality ordinance in order to complete the Project.. Any such incentive will be incorporated into a subsequent agreement between the Municipality and the Developer.

**ARTICLE IV
DEFAULT**

4.1 Default by the Developer. The occurrence of any one or more of the following events constitutes a default by the Developer under this Agreement:

(a) Subject to the provisions of Section 1.4 above, failure by the Developer to use its commercially reasonable efforts to promptly, professionally and diligently proceed to obtain the Demolition Permit and obtain the Phase 1 Construction Permits on or before the Phase 1 Construction Project Permit Date; provided, however, that the Developer shall not be in default with respect to such matters that are susceptible of cure but cannot be reasonably cured within forty-five (45) days, so long as the Developer has promptly commenced such cure within such forty-five (45) day period, and diligently proceeds in a reasonable manner to complete the same thereafter, or if such failure, is as a direct result of any action, inaction or default by the Municipality;

(b) Failure by the Developer to observe or perform any other material covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after notice of such failure is given to the Developer by the Municipality; provided, however, that the Developer shall not be in default with respect to such matters that are susceptible of cure but cannot be reasonably cured within thirty (30) days, so long as the Developer has promptly commenced such cure within such thirty (30) day period, and diligently proceeds in a reasonable manner to complete the same thereafter, or if such failure is as a direct result of any action, inaction or default by the Municipality;

(c) Any assignment in violation of Section 5.8 of this Agreement;

(d) If any warranty or representation of the Developer contained in this Agreement is untrue in any material respect as of the date made;

(e) Failure by the Developer (i) to maintain during the construction period, insurance required by this Agreement or pursuant to a statutory requirement or (ii) to pay any amounts whose non-payment shall result in any creditor's obtaining a pre-or post-judgment order of a court seizing or preventing the disbursement of funds from the account used by Developer to pay contractors' requisitions (iii) to pay property taxes due and owing to the Municipality on or before the last day on which such property taxes may be paid without interest or penalty or (iv) to pay any materialman's or mechanic's lien, or to instead cause such lien to be fully bonded, provided that such bonding has the effect of removing any such liens or claims, on or before ninety (90) days of such lien being placed upon the Property;

(f) The Developer admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for the Developer or for a major part of its assets and it is not discharged within ninety (90) days after such appointment; or bankruptcy, reorganization, receivership, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any federal or state bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Developer, and, if instituted against the Developer, are allowed against it or are consented to by it or are not dismissed within ninety (90) days after such institution.

4.2 Developer's Extended Cure Rights. In the event that the Developer wishes to avail itself of the extended cure rights provided in this Section 4.2 in circumstances in which cure is possible, but cannot commence such cure rights within (a) forty-five (45) days under subsection 4.1(a) or (b) thirty (30) days under subsection 4.1(b) after the date of notice of default, the Developer shall promptly furnish to the Municipality a written statement specifying the actions undertaken or to be undertaken to cure such default and a timetable (not to exceed an additional ninety (90) days beyond any specified cure period provided hereunder) for the satisfaction of such actions, and thereafter, upon the written request of the Municipality,

shall promptly provide such additional or updated information with respect to such actions as the Municipality may reasonably request.

4.3 Default by the Municipality. The occurrence of any one or more of the following events constitutes a default by the Municipality under this Agreement:

(a) Failure of the Municipality to observe or perform any other material covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after notice of such failure is given to the Municipality by the Developer; provided, however, that the Municipality shall not be in default with respect to such matters that are susceptible to cure but cannot be reasonably cured within thirty (30) days, so long as the Municipality has promptly commenced such cure, and diligently proceed in a reasonable manner to cure the same thereafter, or if such failure is as a direct result of any action, inaction or default by the Developer.

(b) If any warranty or representation of the Municipality contained in this Agreement is untrue in any material respect as of the date made.

4.4 Municipality's Extended Cure Rights. In the event that the Municipality wish to avail themselves of the extended cure rights provided in this Section 4.4 in circumstances in which cure is possible, but cannot cure such cure rights within thirty (30) days of the date of notice of default, the Municipality shall promptly furnish to Developer a written statement specifying the actions undertaken or to be undertaken to cure such default and a timetable (not to exceed an additional ninety (90) days beyond any specified cure period provided hereunder) for the satisfaction of such actions, and thereafter, upon the written request of Developer, shall promptly provide such additional or updated information with respect to such actions as Developer may reasonably request.

ARTICLE V MISCELLANEOUS

5.1 Entire Agreement. This Agreement represents the understandings between the parties hereto with respect to the matters addressed herein.

5.2 Severance. If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement shall not be affected thereby if such terms would then continue to conform to the requirements of applicable law.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement.

5.4 Amendment; Modifications. This Agreement may be amended or modified only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to any such amendment or modifications.

5.5 Governing Law. The respective rights, obligations and remedies of the parties to this Agreement and the validity of this Agreement shall be governed by the laws of the State.

5.6 Binding Effect. This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties. This Agreement (including any schedules referred to in this Agreement which are attached hereto and made a part hereof or specifically incorporated herein by reference thereto) constitutes the entire agreement and understanding between the parties, and no oral statements or promises and no understandings not embodied in this Agreement shall be of any effect whatsoever.

5.7 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the Municipality nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations hereunder, in the event of enforced delay in the performance of such obligations due to any Force Majeure Event (defined below). In the event of any such enforced delay, the time or times for performance of the obligations of the party claiming such enforced delay shall be extended for a reasonable time period commensurate with the impact of such event; provided, that the party seeking the benefit of the provisions of this Section shall take commercially reasonable steps to mitigate the effects of such Force Majeure Event and, within ten (10) days after the beginning of any such Force Majeure Event, shall notify the other party of the specific enforced delay in writing, and of the cause or causes thereof, and request a reasonable extension hereunder; provided, however, that any Party's failure to notify any other Party of a Force Majeure Event shall not alter, detract from or negate its character as an enforced delay if such Force Majeure Event was not known or reasonably discoverable by the Party claiming the benefit thereof. As used herein, a "**Force Majeure Event**" shall mean any delay or hindrance beyond the reasonable control of an affected party and without such affected party's fault or negligence, including, without limitation: (i) any delay or hindrance caused by acts of God, acts of terrorism, war, fires, floods, earthquakes, hurricanes, or other natural disasters; (ii) epidemics and pandemics; (iii) labor disputes and strikes; (iv) unusual and severe prolonged weather conditions; (v) industry-wide shortage or unavailability of materials, supplies or equipment; (vi) failure of delivery of existing utilities available at the Property not attributable to an affected party's unreasonable acts or omissions; and/or (vii) regional, national or global banking crises that materially impact the ability and/or willingness of financial institutions to lend money to creditworthy borrowers generally; including, in each case, the direct effects of such condition or circumstance and, without regard to any subsequent determination that any of the same were unconstitutional or otherwise invalid, the effects of emergency orders by federal or state officials and orders of judicial authorities restricting a party's ability timely to prosecute any civil action, petition or application that such party may be required to make to discharge any covenant or cure any default under this Agreement due to suspension or postponements of proceedings or judicial operations; provided, however, that a Force Majeure Occurrence shall not include economic conditions other than as expressly set forth in clause (vii) above. In furtherance of the foregoing and not by way of limitation, a Force Majeure Event may include: (a) as to the performance of the Municipality's obligations, the occurrence or continuance of any material default hereunder by the Developer, (b) as to the performance of any of the obligations of the Developer, the occurrence or continuance of any material default hereunder by the Municipality, and (c) the failure of any construction manager, contractor, subcontractor or supplier to furnish services, materials or equipment in connection with the construction of any improvement if such failure is caused by a Force Majeure Event, if and to the extent, and only so long as the party claiming the delay is not able, after using commercially reasonable efforts, to obtain substitute services, materials or equipment of comparable quality and cost, provided, however, that for purposes of this definition, lack of funds shall not be deemed to be a cause beyond the control of a Party, except that the inability of the Municipality to obtain or cause disbursements of public funds agreement shall constitute a cause beyond the reasonable control of the Municipality unless such inability is (i) the result of the Municipality's failure to use commercially reasonable efforts to obtain or cause such disbursements, or (ii) due to the Municipality's failure to satisfy all conditions for the receipt of such public funds that are within the Municipality's reasonable control, if such failure is due to the Municipality's negligence or willful misconduct or due to any default by the Municipality under any applicable agreement which default does not arise out of any default by Developer in the performance of such Developer's obligations under this Agreement.

5.8 Assignment by Developer. The Developer may assign its rights to the Property, or any portions thereof, under this Agreement:

(a) At any time after the execution of this Agreement to any entity in which the Developer, or the members of the Developer, in the aggregate, have a fifty percent (50%) or greater ownership interest without the approval of the Municipality; or

(b) At any time after the execution of this Agreement, but subject to the prior written consent of the Municipality (which consent shall not be unreasonably withheld or conditioned based upon the

Developer's satisfaction of the Minimum Criteria), to any entity in which the Developer, or members of the Developer, in the aggregate, have a less than fifty percent (50%) interest in the voting classes of shares, partnership interests, limited liability company interests or other equity interests, and in which the Developer or any of the members of the Developer are, directly or indirectly, the only general partner(s), manager(s), or managing members with authority to conduct the business of the entity in the ordinary course;

(c) As used in this Agreement, the term "**Minimum Criteria**" shall mean (i) the quality of a proposed assignee (or, if an entity, its principals, partners, members or shareholders as the case may be) having those qualifications and capital reserves sufficient to execute the Project, as determined in the Municipality's reasonable discretion, upon review of documentation provided by Developer with any such request, and as furnished by Developer in response to such reasonable requests for information made thereafter by Municipality, (ii) delivery by such proposed assignee to the Municipality of an agreement between the Developer, assignee and the Municipality, whereby the Developer shall assign and such proposed assignee shall agree to assume and to be bound by all of the conditions and terms of this Agreement applicable to the Developer with regard to such Property, or any portions thereof, and including, without limitation (A) the provisions of this Section 5.8 requiring the Municipality's consent to certain assignments; and (B) a sworn statement from the assignee that all of the representations, warranties of and covenants to be performed by such assignee are and shall remain true and accurate throughout the term of this Agreement.

(d) To any (a) institutional lender (i) to which Developer has granted a first mortgage on all or part of the Property as security for a loan for the Project; (ii) (or its affiliate) that holds indebtedness evidencing a loan for the Project; in either event, after a default by Developer or its successor under the instruments evidencing and securing the indebtedness and in connection with a strict foreclosure, foreclosure by sale, or deed-in-lieu-of-foreclosure transaction; or (b) institutional equity investor in the Project (or its affiliate) upon a default by Developer or its successor under its investment agreements with the Developer or its successor that entitles the institutional equity investor to assume control of the Project and transfer title to the property to itself or an affiliate as a result of such a default.

(e) Any assignment for which the Municipality's consent or approval is required pursuant to this Section 5.8 shall be subject to any legislative action required by the Town Council of the Municipality.

5.9 Status Certificate. Municipality agrees it shall provide Developer, within ten (10) business days after Developer's written request therefor (and provided such statements constitute an accurate statement of the relevant facts), a written statement acknowledging that this Agreement is in full force and effect and that there are no defaults on the part of Developer that have not been cured (or if there is any default remaining uncured, the nature of such default and the time remaining for the cure thereof).

5.10 Notices. Any consent, approval, advice or notice required or permitted to be given hereunder shall be in writing and deemed to be given (i) when hand delivered to parties at the respective addresses referenced below, (ii) one (1) business day after pickup by Federal Express or similar overnight express service, or (iii) via email with a paper copy of such notice sent simultaneously by United States Postal Service regular mail at the respective addresses referenced below:

If to the Municipality:

Town of East Hartford
740 Main Street
East Hartford, CT 06108
Attention: Mayor
Email: CMartin@easthartfordct.gov

With a copy to:

Robert P. Fitzgerald, Esq.
Corporation Counsel Office
740 Main Street
East Hartford, CT 06108
Phone: (860) 291-7217
Email: RFitzgerald@easthartfordct.gov

If to Developer:

Chris Reilly
Port Eastside, LLC
433 South Main Street, Suite 112
West Hartford, CT 06110
Phone: (617) 970-7123
Email: Creilly@lexingtonct.com

With a copy to:

Consoli Bortolan Law Group, LLC
755 Main Street
Suite 2000
Hartford, CT 06103
Phone: 860-986-7571
Email: sconsoli@cblawgrp.com

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Effective notice will be deemed given only as provided above.

5.11 Administration. Administration of this Agreement on the part of the Municipality shall, except in instances where there is approval of the Municipality's Town Council expressly required by the provisions of law or this Agreement shall be the responsibility of the Office of the Mayor.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

EXHIBIT A

Property

Real property in the City of East Hartford, County of Hartford, State of Connecticut described as follows:

Lot 2 on a certain map or plan entitled: "RESUBDIVISION MAP PROPERTY OF HARTFORD CREEK ASSOCIATES PARTNERSHIP PITKIN STREET HARTLAND STREET & EAST RIVER DRIVE EAST HARTFORD, CONNECTICUT—SCALE 1" = 50' DATE 8/1/96 SHEET 2 OF 3 REVISION NO. 1 9/24/96 REVISED LOT LINE; REVISION NO. 2 9/25/96 DRAINAGE EASEMENTS ADDED" which map is on file in the East Hartford Town Clerk's Office as Map No. 2314. Said Lot 2 is also known as Lot 38-A as shown on Tax Assessor's Map 4 on file in the office of the Tax Assessor of the Town of East Hartford, and said Lot 2 is more particularly described as follows:

Beginning at a concrete monument found at the intersection of the East side of East River Drive and the North Side of Hartland Street;

Thence North 24 degrees 42' 12" West along the East Side of East River Drive a Distance of 333.90' to a point of curvature at a concrete monument found;

Thence generally Northwesterly along the east side of East River Drive, along the Arc of a curve, curving to the right, an Arc length of 88.39' having a radius of 550.00' a delta angle of 9 degrees 12' 30", a Tangent of 44.29', a Chord distance of 88.30' bearing North 20 degrees 05' 57" West to a point of Tangency;

Thence North 15 degrees 29' 42" West along the East Side of East River Drive a distance 193.86' to a point;

Thence South 78 degrees 35' 54" East bounded Northerly other land now or formerly of Merchant Founders, LLC a distance of 399.91' to a point;

Thence North 11 degrees 24' 06" East bounded westerly by other land now or formerly of Merchant Founders, LLC a distance of 11.80' to a point;

Thence South 78 degrees 40' 00" East bounded Northerly by other land now or formerly of Merchant Founders, LLC a distance of 283.88' to a point;

Thence North 11 degrees 20' 00" East bounded Westerly by other land now or formerly of Merchant Founders, LLC a distance of 71.50' to a point;

Thence South 78 degrees 40' 00" East bounded Northerly other land now or formerly of Merchant Founders, LLC a distance of 289.50' to a point;

Thence South 11 degrees 20' 00" West bounded Easterly partially by land now or formerly of Fremont 155, LLC and partially by land now or formerly of New Boston VNA Nominee Trust, Jerome L. Rappaport, Jr. Trustee a distance of 374.58' to a point In the North side of Hartland Street;

Thence South 81 degrees 00' 43" West along the South side of Hartland Street a distance of 63.98' to a point;

Thence North 11 degrees 20' 00" East bounded Westerly by land now or formerly of GLK Realty Limited Partnership a distance of 268.00' to a point;

Thence North 78 degrees 40' 00" West bounded Southerly by land now or formerly of GLK Realty Limited Partnership a distance 210.00' to a point;

Thence South 11 degrees 20' 00" West bounded Easterly by land now or formerly of GLK Realty Limited Partnership a distance of 345.77' to a rebar found in the North side of Hartland Street;

Thence South 81 degrees 00' 43" West along the North side of Hartland Street a distance of 379.61' to a point of curvature at a concrete monument found;

Thence generally Northwesterly, along the North side of Hartland Street, along the Arc of a curve, curving to the Right, an Arc length of 19.45', having a radius of 15.00', a Delta Angle of 74 degrees 17' 05" a Tangent of 11.36', a Chord distance of 18.11' bearing North 61 degrees 50' 45" West to a point of Tangency at the point of the beginning.

Containing approximately 319,591 Square Feet (7.33679 Acres).

EXHIBIT B

Form of Mortgage

(See Attached)

Exhibit C

Ethics and Confidentiality Agreement

ETHICS AND CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSAL NAME: _____

I, _____ (Print Full Name), by my signature below, declare and attest that neither I nor any member of my immediate family, as defined by C.G.S. § 1-79(f), has any personal or financial interests in the outcome of this Request For Proposal (RFP) process.

I believe in good faith that my participation in this RFP process shall not raise any question of conflict of interest or breach of ethics under the provisions of the State's Code of Ethics (C.G.S. § 1-84 and § 1-85).

Should my participation in this RFP process include the review and rating of proposals, I declare that I have not been and shall not be subject to any undue influence that would affect my fair and objective review and rating of the proposals submitted in response to this RFP.

I agree not to accept any gifts, gratuities, meals, or reimbursements in any form or value from any Proposer who responds to this RFP or from any other party having a personal, professional, or financial interest in the outcome of this RFP process.

I also agree not to participate in any *ex parte* communications with any Proposer who responds to this RFP or with any other party having a personal, professional, or financial interest in the outcome of this RFP process, except as provided by this RFP and its approved evaluation plan.

Finally, I agree to maintain the confidentiality of all information and materials that I receive as a result of my participation in this RFP process.

Signed: _____ Date: _____

Subscribed and sworn to,
Before me, this ____ day of

Month, Year

Notary Public
Commissioner of Superior Court

Commission Expires _____
Date

ENDORSEMENT [completed after proposals are opened]:

I declare and affirm that, to the best of my knowledge, neither I nor any member of my immediate family, as defined by C.G.S. § 1-79(f), has any personal, professional, or financial interest in any Proposer that has responded to the above noted RFP.

Signed: _____ Date: _____

Subscribed and sworn to,
Before me, this ____ day of

Month, Year

Notary Public
Commissioner of Superior Court

Commission Expires _____
Date

SCHEDULE A

Insurance

Developer shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- 1) **Commercial General Liability:** (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal & Advertising Injury, Blanket Contractual, Independent Contractor's, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

| | |
|-----------------------------|---|
| Type of Coverage: | Occurrence Basis |
| Minimum Amount of Coverage: | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Policy Period: | Annual Policy |

- 2) **Workers' Compensation and Employer's Liability:** Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage:

| | |
|----------------------------------|--|
| Coverage A: | Statutory |
| Coverage B (Employer Liability): | \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee |

- 3) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Developer does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
- 4) **Professional Liability:** Errors & Omissions coverage in the minimum amount \$1,000,000 per claim/\$1,000,000 annual aggregate for all professional services contracts. If the insurance coverage is written on a Claims-Made basis, an extended reporting period of at least 3 years after substantial completion of the project is required. Increased coverage limits may be required based on the scope, price and duration of the work to be performed. The Municipality will inform the Developer as to the required limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.
- 5) **Comprehensive Crime Insurance:** \$100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and Money and Securities coverage for Theft, Burglary, Robbery, Disappearance and Destruction.

- 6) **Builders Risk:** (Construction Phase) With respect to any work involving the construction of real property during the construction project, the Developer shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Developer agrees to endorse Municipality as a Loss Payee.
- 7) **Property Insurance:** (Post Construction) The Developer shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The Municipality shall be listed as a Loss Payee.
- 8) **Umbrella Liability Insurance:** Developer shall carry an umbrella liability insurance policy of \$5,000,000.

Additional insurance Provisions

- 1) Municipality, its officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.
- 2) Described insurance shall be primary coverage and Developer and Developer's insurer shall have no right of subrogation recovery or subrogation against Municipality.
- 3) Grantee shall assume any and all deductibles in the described insurance policies.
- 4) Without limiting Grantee's obligation to procure and maintain insurance for the duration identified in above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to Municipality, with the exception that a ten (10) day prior written notice by certified mail for nonpayment of premium is acceptable.
- 5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by CRDA.

COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

EAST HARTFORD, CONNECTICUT

MARCH 11, 2024 7 PM

SPECIAL MEETING / FY 2024-25 BUDGET

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

ABSENT

ALSO Mayor Connor S. Martin

PRESENT Melissa McCaw, Chief Administrative Officer and Finance Director

Chair Kehoe called the meeting to order at 7:01 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the Pledge of Allegiance.

Adoption of the 2024-2025 Budget

MOTION By Don Bell
Seconded by Awet Tsegai

to **waive** the reading aloud of account numbers that are being adjusted as part of the motion that follows, but to still reflect the appropriate account numbers in the written minutes for official record.

Motion carried 9/0

MOTION By Sebrina Wilson
seconded by Tom Rup

to **adopt** the following budget for 2024-2025 in accordance with Section 6.4(b) of the Town Charter, as follows:

| | |
|--|----------------|
| Town Government Budget of----- | \$ 106,832,491 |
| Board of Education Budget of----- | \$ 102,535,000 |
| and a Debt Service payment of ----- | \$ 9,275,900 |
| and a Capital Improvement Budget of----- | \$ 2,838,933 |
| for a total budget of ----- | \$ 221,482,324 |

be **amended** as follows:

| Orgn Title | Description | Orgn-Obj | Amount* | Increase/ Decrease |
|-----------------------------------|---|-----------------|----------------|-------------------------------|
| Fire - Suppression | Overtime | G5317-60141 | 300,000 | Decrease |
| Utilities | MDC | G7900-65400 | 175,699 | Decrease |
| Employee Benefits | Medical Reserve Contribution | G3800-61461 | 500,000 | Decrease |
| Corporation Counsel | Part Time Wages | G2200-60123 | 15,000 | Decrease |
| Police - Administration | Temporary Part Time | G5203-60121 | 20,000 | Decrease |
| Fire - Apparatus Maintenance | Fire vehicle repair | G5320-63229 | 20,000 | Decrease |
| Public Works - Waste Services | Overtime | G7400-60141 | 32,000 | Decrease |
| Public Works - Engineering | Overtime | G7200-60141 | 18,000 | Decrease |
| Public Works - Flood Protection | Overtime | G7310-60141 | 5,000 | Decrease |
| Police-Criminal Investigations | Criminal Investigative Technology | G5205-63252 | 1,000 | Decrease |
| Fire - Administration | Cleaning Supplies | G5316-62346 | 1,000 | Decrease |
| Information Technology | Temporary Services | G3300-60121 | 41,000 | Decrease |
| Fire - Administration | Office Equipment | G5316-64605 | 2,000 | Decrease |
| Fire - Suppression | Uniforms | G5317-61364 | 5,037 | Decrease |
| Fire - Suppression | Laundry Services | G5317-63363 | 2,000 | Decrease |
| Fire - Suppression | Firefighting Gear | G5317-64512 | 5,000 | Decrease |
| Fire - Emergency Medical Services | Medical Supplies | G5323-62335 | 6,223 | Decrease |
| Fire - Training | Staff Training | G5325-63159 | 5,000 | Decrease |
| Fire - Alarm Maintenance | Radio Repair | G5322-63348 | 2,000 | Decrease |
| Public Works - Highway Services | Cleaning Supplies | G7300-62346 | 1,000 | Decrease |
| Public Works - Engineering | Copier, Print Supplies | G7200-62316 | 1,740 | Decrease |
| Public Works - Engineering | Professional Engineering | G7200-63175 | 20,000 | Decrease |
| Public Works - Engineering | Tools | G7200-62344 | 2,000 | Decrease |
| Police - Administration | Permanent Services | G5203-60110 | 163,866 | Decrease |
| Police - Administration | Body Cameras | G5203-64528 | 4,000 | Decrease |
| Public Works - Engineering | Transfer to MS4 Reserve | G7200-67104 | 150,000 | Increase |
| Contingency | Reserve for Contingency | G9600-63492 | 442,680 | Increase |
| Capital Improvements | Transfer to Capital Reserve | G9700-67103 | 750,350 | Increase |
| Library | Permanent Services | G2400-60110 | 5,535 | Increase |
| Parks Facilities | Seasonal Labor - Hourly | G8300-60124 | 50,857 | Decrease |
| Senior Services | Part Time Wages | G9430-60123 | 43,738 | Decrease |
| Parks and Recreation | Seasonal Labor - Hourly | G8100-60124 | 19,428 | Decrease |
| Public Works - Facilities | Part Time Wages | G7800-60123 | 114,023 | Increase |
| | | | | |
| | | | | |
| | Subtotal Expenditure Increase / (Decrease) | | | 0 |

Motion carried 9/0

MOTION By Sebrina Wilson
seconded by Travis Simpson

that the taxes for the uniform fiscal year 2024-2025 will be due and payable as follows: one half on July 1, 2024 and one half on January 1, 2025, except when the tax due is not in excess of \$400 and then it shall be due and payable in full on July 1, 2024, or when the property tax due is in an amount less than \$5.00, such tax shall be waived pursuant to C.G.S. §12-144c.

Motion carried 9/0

MOTION By Sebrina Wilson
seconded by Awet Tsegai

to **adopt** the following receipts for the 2024-2025 uniform fiscal year in accordance with Section 6.4(b) of the Town Charter as follows:

Grand List as of October 1, 2023 for:

| | |
|-----------------------------------|-----------------|
| Real Estate and Personal Property | \$3,252,076,126 |
| Motor Vehicles | \$ 381,631,230 |
| Total | \$3,633,707,356 |

Tax Collection Rate 97.29%

Mill Rate Setting Generating Taxes of:

| | |
|---|---------------|
| Real Estate and Personal Property @ 44.00 | \$139,213,574 |
| Motor Vehicles @ 32.46 (incl. Supple. MV) | \$ 13,702,042 |
| Totaling | \$152,915,616 |

| | |
|---|----------------|
| (Local Elderly, Veteran's, Revaluation Reserve) | (\$ 1,427,000) |
| Other Receipts | \$ 69,993,708 |

| | |
|---------------|----------------------|
| Total Revenue | <u>\$221,482,324</u> |
|---------------|----------------------|

Motion carried 9/0

Referral to Budget Committee Re: Department Services

MOTION By Awet Tsegai
seconded by Travis Simpson

to refer to the Town Council Budget Committee the charge to work with the Town Administration on ensuring that personnel changes will bring a more efficient and effective delivery of Town services.

Motion carried 9/0

Referral to Budget Committee Re: Town Vehicles

MOTION By John Morrison
seconded by Awet Tsegai

to refer to the Town Council Budget Committee a review of Town acquisition of vehicles for Police, Fire, Public Works and other Town Government use.

Motion carried 9/0

Resolution Approving the Proposed Special Revenue Program and Budget for the Fiscal Year 2024-25

MOTION By Sebrina Wilson
seconded by John Morrison

to **adopt** the following resolution:

BE IT, THEREFORE, RESOLVED:

That the East Hartford Town Council does hereby approve the Mayor's recommendation for the Special Revenue Programs to be conducted during the fiscal year 2024-2025 on a self-supporting basis, and further requires that any new programs to be offered under Special Programs Fund must first be approved by the Town Council. The Council further requires that any excess funds accruing in this account at the end of each fiscal year, as determined by the independent auditors, shall be transferred to the General Fund as revenue in the next succeeding fiscal year.

On call of the vote, motion carried 9/0

Adoption of the Town of East Hartford's 5-Year Capital Improvement Plan

MOTION By Sebrina Wilson
seconded by Travis Simpson

to **adopt** the Town of East Hartford's 5-Year Capital Improvement Plan for fiscal years 2024-2025 through 2028-2029 as contained in the Mayor's Recommended Budget for fiscal year 2024-2025 and;

be **amended** to fund CIP authorizations with appropriated capital reserve funds in lieu of a capital finance lease.

Motion carried 9/0

Non-Union Personnel Compensation

MOTION By Awet Tsegai
seconded by Tom Rup

that the Town Council shall adopt the non-union, non-director wage chart effective July 1, 2024 and the pay grid for non-union, non-classified directors dated March 8, 2024.

| Town of East Hartford Non-Union Non-Director Wage Chart Effective July 1, 2024 | | | | |
|--|---------|---------|---------|---------|
| FY 2024-25 (plus 2%) (Non-Union Non-Directors - 35 Hours) | | | | |
| GRADE | Step 1 | Step 2 | Step 3 | Step 4 |
| 1 | 44,020 | 45,780 | 47,612 | 49,516 |
| 2 | 46,221 | 48,069 | 49,992 | 51,992 |
| 3 | 48,532 | 50,474 | 52,493 | 54,592 |
| 4 | 50,958 | 52,996 | 55,116 | 57,321 |
| 5 | 56,054 | 58,297 | 60,629 | 63,054 |
| 6 | 61,659 | 64,125 | 66,690 | 69,358 |
| 7 | 67,824 | 70,537 | 73,359 | 76,293 |
| 8 | 74,608 | 77,593 | 80,696 | 83,924 |
| 9 | 81,791 | 85,063 | 88,465 | 92,004 |
| 10 | 90,413 | 94,029 | 97,790 | 101,702 |
| 11 | 99,303 | 103,275 | 107,406 | 111,702 |
| 12 | 109,233 | 113,603 | 118,147 | 122,872 |
| 13 | 120,156 | 124,962 | 129,960 | 135,159 |

| FY 2024-25 (plus 2%) Public Safety (Non-Union Non-Directors - 40 Hours T06) | | | | |
|--|---------|---------|---------|---------|
| GRADE | Step 1 | Step 2 | Step 3 | Step 4 |
| 1 | 50,308 | 52,321 | 54,414 | 56,589 |
| 2 | 52,824 | 54,936 | 57,134 | 59,419 |
| 3 | 55,466 | 57,685 | 59,992 | 62,392 |
| 4 | 58,237 | 60,567 | 62,990 | 65,510 |
| 5 | 64,063 | 66,625 | 69,290 | 72,061 |
| 6 | 70,467 | 73,286 | 76,218 | 79,267 |
| 7 | 67,825 | 70,537 | 73,359 | 76,294 |
| 8 | 85,266 | 88,677 | 92,224 | 95,913 |
| 9 | 93,476 | 97,214 | 101,103 | 105,147 |
| 10 | 103,329 | 107,462 | 111,761 | 116,231 |
| 11 | 113,488 | 118,028 | 122,750 | 127,659 |
| 12 | 124,839 | 129,832 | 135,025 | 140,426 |
| 13 | 120,156 | 124,961 | 129,961 | 135,158 |
| 14 | 117,926 | 122,643 | 127,549 | 132,651 |
| 15 | 127,360 | 132,455 | 137,753 | 143,263 |

The Town of East Hartford
Paygrid for Non-Union Non-Classified Directors
Prepared as of March 11, 2024
Effective 7/1/2024

| POSITION TYPE | REVISED | | 2021 Study (FY24 adj) Systemic Pay Plan - 4/28/2022* | | | Systemic Pay Plan (FY25) Adjusted for 2% GWI | | | Town | |
|-----------------------------------|---------|---------|---|---------|---------|---|---------|---------|---------------------|---------------------|
| | GRADE | Banding | Min. | Mid. | Max. | Min. | Mid. | Max. | FY 23-24 Adopted | FY 24-25 Adopted |
| FINANCE DIRECTOR* | 13 | D | 124,548 | 143,230 | 170,825 | 127,039 | 146,095 | 174,241 | 186,125 | 189,847 |
| FIRE CHIEF | 13 | D | 124,548 | 143,230 | 170,825 | 127,039 | 146,095 | 174,241 | 186,125 | 189,847 |
| POLICE CHIEF | 13 | D | 124,548 | 143,230 | 170,825 | 127,039 | 146,095 | 174,241 | 170,825 | 159,953 |
| CORPORATION COUNSEL P/T | 13 | C-PT | 113,225 | 130,209 | 147,193 | 115,490 | 132,813 | 150,137 | 62,118 | 63,361 |
| DIRECTOR PUBLIC WORKS | 13 | C | 113,225 | 130,209 | 147,193 | 115,490 | 132,813 | 150,137 | 146,472 | 150,500 |
| DIRECTOR HEALTH & SOCIAL SERVICES | 12 | C | 113,225 | 130,209 | 147,193 | 115,490 | 132,813 | 150,137 | 140,678 | 143,492 |
| DIRECTOR HUMAN RESOURCES | 11 | D | 113,225 | 130,209 | 147,193 | 115,490 | 132,813 | 150,137 | 125,123 | 130,128 |
| LIBRARY DIRECTOR | 11 | C | 113,225 | 130,209 | 147,193 | 115,490 | 132,813 | 150,137 | 118,024 | 120,385 |
| DIRECTOR DEVELOPMENT | 12 | B | 102,932 | 118,372 | 133,812 | 115,490 | 132,813 | 150,137 | 130,325 | 135,150 |
| DIRECTOR PARKS/RECREATION | 11 | B | 102,932 | 118,372 | 133,812 | 104,991 | 120,739 | 136,488 | 111,812 | - |
| DIRECTOR YOUTH SERVICES | 11 | A | 81,600 | 107,614 | 121,647 | 83,232 | 109,766 | 124,080 | 112,848 | - |
| CHIEF OF STAFF | 10 | A | 81,600 | 107,614 | 121,647 | 83,232 | 109,766 | 124,081 | 87,924 | 96,900 |
| TOWN CLERK | 9 | A | 81,600 | 118,372 | 133,812 | 83,232 | 120,739 | 136,488 | 104,565 | 102,000 |

Total Non-Union Non-Classified Directors 1,652,134 1,450,118
-12.2%

*Reflects \$15K adjustment for additional duties as Chief Administrative Officer.
 **Eff. FY22-23, moves Assistant Corporation Counsel back to Non-Director, Non-Union at Grade 13 - Step 3.
 ***Eff. FY24-25, Director of Youth Services and Director of Parks and Recreation are eliminated and not in use.
 ****Chief of Staff - promotion / conversion from 35 to 40 hrs plus promotion.

Motion carried 9/0

Councillor Morrision thanked the council and staff for their ability to collaborate throughout the budget process.

Councillor Amadasun congratulated Mayor Martin for his efforts in prioritizing residents while building efficiencies and modernizing services for the Town.

Councillor Parkinson is encouraged by the progress of current development projects that will support the budget by generating revenue for the Town.

Councillor Rup credited the Finance Department and other directors for keeping expenses down and encouraged residents to continue to provide feedback and suggestions to the Administration on how to best provide services effectively.

Councillor Tsegai thanked the residents who took the time to attend workshop meetings and provide feedback on the budget.

Councillor Bell acknowledged the thoughtfulness of the Administration and hard work in assembling the budget.

Mayor Martin thanked all involved for their efforts. The Mayor stated that the process was a learning experience on how to prioritize his goals for the Town. The goal of the budget is to provide the best value of services to residents.

The Chair closed the meeting by expressing his appreciation to Mayor Martin and CAO McCaw and to all of the staff members who work behind the scenes to effectively execute the budget process efficiently.

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell
 to **adjourn** (7:52 p.m.)
 Motion carried 9/0

Attest _____
 Jason Marshall
 Town Council Clerk



Mayor Connor S. Martin

MEMORANDUM

DATE: March 15, 2024

TO: Connor S. Martin, Mayor

FROM: Melissa N. McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Resolution to Authorize Sale of Existing Golf Carts**
Resolution to Authorize Purchase of New Golf Carts

Indigo Golf (also dba Troon), the contracted operator of the Town of East Hartford Golf Course, has assessed the golf car assets and has requested the replacement of all golf cars due to meeting and/or exceeding the useful life. The current fleet is in its 5th season. Indigo reports that with the uptick in rounds since COVID, the fleet has been tested more than prior historical experience.

The current golf carts were secured in 2019 with the Town fronting this purchase and creating an internal lease payment structure with Indigo Golf reimbursing the Town \$31,455.04 annually.

There are only 3 manufacturers of golf cars, of which 1 (Yamaha) is unable able to provide cars in 2024 due to lingering supply chain issues. To meet purchasing ordinance requirements, I requested Indigo Golf solicit and provide quotes from the two remaining vendors. The Omnia/Sourcewell Contract #122220-JCS was utilized to obtain quotes from EZ-GO and Country Club Enterprises Golf Cars for:

- 58 Golf Cars
- 2 Gas Utility Vehicles
- 1 Café Express Beverage Vehicle

The comparison on pricing is reflected in the table below:

| Make | Model | Qty | Cost |
|--------------|--|------------|--------------|
| EZGO | Fleet Car (58), Utility (2), Bev Car (1) | 61 | \$383,843.32 |
| CCE Club Car | Fleet Car (58), Utility (2), Bev Car (1) | 61 | \$416,746.30 |
| | | Difference | \$32,902.98 |

CCE Club Car quote came in 8.5% higher than EZ-GO. It is recommended that the golf car purchase be approved with EZ-GO as the lowest cost vendor on the Omni/Sourcwell consortium.

Regarding the sale of the existing golf carts, both vendors were solicited to provide quotes. EZ-GO provided a trade valuation of \$116,000. Indigo, however, was able to obtain an offer from a wholesaler to sell the existing cars for \$160,950. This amount was substantially higher than trading them in to vendor supplements through an Indigo/Troon 3rd party relationship. This total would come in the form of a check directly to the Town to offset the purchase of the new cars.

A summary of the transactions is as follows:

| Make | Model | Qty | Cost |
|------|--|-----|---------------------|
| EZGO | Fleet Car (58), Utility (2), Bev Car (1) | 61 | \$383,843.32 |
| | Less Sale of Existing Golf cars | | (\$160,950.00) |
| | Net Cost for Purchase of New Cars | | \$222,893.32 |
| | | | |
| | Annual Repayment (5 Years) | | \$44,578.66 |

Indigo is prepared to build this annual lease/reimbursement payment into their budget. Recognizing that the financial performance of the golf course can vary from year to year, the Town's General Fund capital lease budget maintained a contingency for this anticipated golf car purchase. Please reference the chart below from my recent budget presentation.

| The Town of East Hartford | | | | | | | | |
|--|------------|-------|-----------|-----------|-----------|---------|---------|-----------|
| Schedule of Leases Payable | | | | | | | | |
| For the Fiscal Year Ending June 30, 2025 | | | | | | | | |
| | | Int. | | | | | | TOTAL |
| Description | Base Lease | Rate | FY 24 | FY 25 | FY 26 | FY 27 | FY 28 | DUE |
| FY 24 - Rolling Stock/Other CIP Items | 903,000 | 4.17% | | 250,639 | 250,639 | 250,639 | 250,639 | 1,002,555 |
| FY 23 - Rolling Stock/Other CIP Items | 670,000 | 4.91% | 188,553 | 188,553 | 188,553 | 188,553 | - | 754,212 |
| FY 22 - Rolling Stock/Other CIP Items | 1,724,818 | 1.39% | 446,390 | 446,390 | 446,390 | - | - | 1,339,170 |
| FY 21 - Rolling Stock/Other CIP items | 2,538,220 | 1.17% | 523,942 | 523,942 | 523,942 | - | - | 1,571,826 |
| FY 20 - Rolling Stock/Other CIP items | 1,259,768 | 2.59% | 337,661 | - | - | - | - | 337,661 |
| FY 17 - Fire Equipment, Dispatch, PW | 4,625,000 | 2.03% | 520,875 | 520,875 | 520,875 | 520,875 | - | 2,083,500 |
| FY 16 - Library HVAC, furniture, & computers | 1,500,000 | 2.29% | - | - | - | - | - | - |
| Reserves - Golf Cars | TBD | | - | - | - | - | - | - |
| Total Capital Lease Payments | 13,220,806 | | 2,017,421 | 1,930,399 | 1,930,399 | 960,067 | 250,639 | 7,088,924 |

Consideration and action at the March 19, 2024 Council meeting is requested to secure an order in time for delivery this spring season. Should you have any questions, please do not hesitate to contact me.

Cc: Ciaran Carr, Regional General Manger, Indigo Golf
Ryan Phelps, Vice President of Operations, Indigo Golf



CCE GOLF CARS

2024 GOLF CAR FLEET PROPOSAL

Prepared For
Alex Caposella, GM



Prepared by:
Ryan Harbour
Country Club Enterprises

January 19, 2024





CCE GOLF CARS

WE KNOW GOLF CARS
TRUST OUR TEAM OF PASSIONATE PROFESSIONALS
TO KEEP YOUR FLEET UP AND RUNNING

300+

PREMIER GOLF COURSES CHOSE
CCE AS THEIR SERVICE PARTNER

7,500+

GOLF CARS CURRENTLY
OPERATING AND
PROTECTED BY CCE

10,000+

SERVICE WORK ORDERS
COMPLETED IN 2022

Five Service Centers throughout New England

25 - Certified Technicians

The only servicing dealer in New England offering

Three dedicated Field Service Coordinators:

CUSTOMER SERVICE TEAM



LAURA BLACK

Customer Service for All Retail and
Commercial as well as golf course service
requests covering Western MA, Vermont
and northern CT.

text line/cell 508-807-7335

lblack@ccegolfcars.com



JIM BOYD

Golf course service requests covering NH,
ME, and Northern MA

text line/cell: 508-807-7309

JBoyd@ccegolfcars.com



KENDRA OUELLETTE

Golf course service requests covering
Eastern MA, Boston South, Cape & Islands
and Rhode Island

text line/cell: 508-807-7379

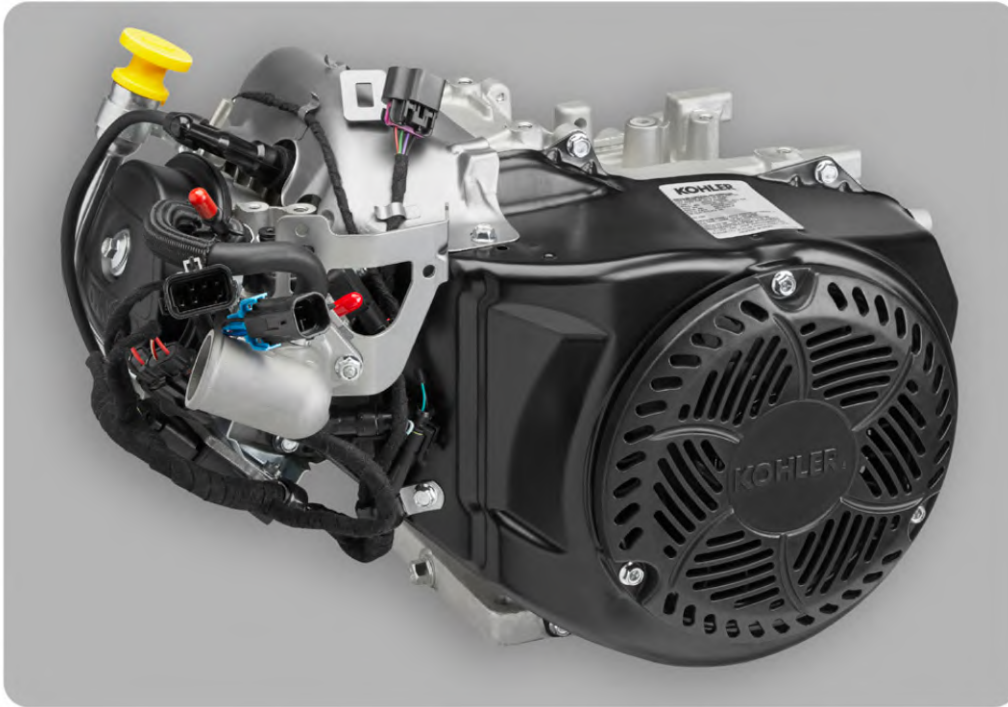
kouellette@ccegolfcars.com



CCE GOLF CARS

KOHLER EFI ENGINE

Best performance & reliability



Better Starts

Golf car industries 1st Closed Loop system with oxygen sensor
Continuously optimizes fuel to air ratio in exhaust
Optiumizing fuel, power and engine life

Greater hill Climbing

Less Maintenance

Golf car industries 1st On- Board diagnostics
Quickly identify issues & reduce downtime
Accessible on laptop or smart device

Lower cost of Operation

Less Vibration

Golf car industries 1st reduced oil changes
Every 200 hours of operation
Competitors 100 hours
No oil filter to change

Quieter ride

More power

429cc Engine- more torque
Delphi Automotive fuel pump & filter
Better fuel economy/lower fuel dilution

Smoother Acceleration



CCE GOLF CARS

East Hartford Golf Club 2024 Fleet replacement proposal

Estimated delivery for an order placed today: May 2024



CCE can process this transaction with SourceWell.

58 - 2024 Tempo Model Club Car Gasoline golf cars equipped with:

- Car Color *Cashmere* Canopy Top, Color *Beige*
 - Standard Seats: *Beige*, Club Protector Color *Black*
 - Fold Down Windshield: *Tinted*
 - Comfort Grip Steering Wheel & Wheel Covers
 - Information Holder: Canopy Mount
 - Cooler Drivers side & Dual USB Ports dash mounted
 - Sand Bottle SAM mounted passenger side
 - Custom Club Decal ~ Club to Provide Artwork
 - Domed Number Decals (2 per car): *Gold*
- No trades associated with this transaction-

| <u>Golf cars</u> | <u>per car</u> | <u>58 cars</u> |
|---------------------------|-----------------|-------------------|
| Club Car List price | \$11,581.00 | \$671,698.00 |
| Troon discount 47% | 6,137.93 | 355,999.94 |
| Freight to dealer | 185.92 | 10,783.36 |
| Dealer prep | 80.00 | 4,640.00 |
| Delivery to customer | <u>60.00</u> | <u>3,480.00</u> |
| Total delivered cost | \$6,463.85 | \$374,903.30 |

| <u>Carryall 300 gas utility vehicles</u> | <u>per car</u> | <u>2 cars</u> |
|--|-----------------|------------------|
| Club Car List price | \$12,728.00 | \$26,256.00 |
| Troon discount 25% | 9,546.00 | 19,092.00 |
| Freight to dealer | 400.00 | 800.00 |
| Dealer prep | 150.00 | 300.00 |
| Delivery to customer | <u>100.00</u> | <u>200.00</u> |
| Total delivered cost | \$10,196.00 | \$20,392.00 |

| <u>Café Express beverage vehicle</u> | <u>1- car</u> |
|--------------------------------------|---------------|
| Club Car List price | \$27,268.00 |
| Troon discount 25% | 20,451 |
| Freight to dealer | 400.00 |
| Dealer prep | 350.00 |
| Delivery to customer | <u>250.00</u> |
| Total delivered cost | \$21,451.00 |

Accepted By _____ . Title _____ Date _____

You can place an order for the golf cars by signing this proposal. By signing you acknowledge that you are authorized to sign and agree to all terms and conditions. CCE will order these vehicles on your behalf. Lease or finance and service contracts if applicable will follow this document requiring signatures. All golf cars are special orders and cannot be cancelled after an order is signed. There are no warranties offered on the products other than those provided by the manufacturer of the products, CCE makes no representations or warranties, express or implied. Trades are currently on a lease/finance. It is a condition of this transaction that all lease/finance payments, including any applicable taxes and fees, are, and remain current until the delivery of the new vehicles.



Instant Refreshment, Instant Revenue

The Café Express has been designed to hold more products—and drive more impulse buys. Its new shelving system presents an appealing display, helping generate additional sales, while ample space for refreshments (and ice!) means less time lost on trips back to the clubhouse to restock.



East Hartford Golf Club

1-2024 Club Car Carryall 500 gasoline model Café Express

- 14 HP 429 cc Kohler engine, overhead valve with EFI
- Canopy top with solid windshield
- Green and white canvas top
- 4 wheel brakes & Halogen headlights
- Dual USB ports
- Upper cabinet, Air-pot, Beverage containers
- Locking Glove box
- Liquor bar, 4 bottle caddy
- Fuel gauge hour meter, 12 volt power outlet



CCE GOLF CARS



East Hartford Golf Club

(2)- 2024 Club Car Gasoline model **Carryall 300** utility vehicles equipped with:

Vehicle Color: Green **Seat Color:** Gray

- 14 HP 429cc Kohler Overhead Valve with EFI
- Canopy top & windshield
- Differential guard
- Halogen headlights & Tailgate tethers
- Dual USB ports
- Aluminum cargo box
- Heavy duty trailer hitch less ball
- Heavy duty brush guard
- *Bed* 300 LB capacity



CCE GOLF CARS

East Hartford Golf Club



CCE can process this transaction with SourceWell.

5 Year \$1 buy out Finance: 60 total monthly payments

Includes: (58) 2024 Club Car Tempo Model Gasoline Golf Cars as Equipped, plus 2 Club Car Carryall 300 gas utility vehicles, plus 1-Club Car Café Express.

Check Box to select this option below.

| Year | Monthly Payments | Payment Months | Yearly Payments |
|------|------------------|--------------------|-----------------|
| 2024 | \$8,016.13 | May - December | \$64,129.04 |
| 2025 | \$8,016.13 | January - December | \$96,193.56 |
| 2026 | \$8,016.13 | January - December | \$96,193.56 |
| 2027 | \$8,016.13 | January - December | \$96,193.56 |
| 2028 | \$8,016.13 | January - December | \$96,193.56 |
| 2029 | \$8,016.13 | January - April | \$32,064.52 |

5 Year FMV Lease: 60 total monthly payments

Includes: (58) 2024 Club Car Tempo Model Gasoline Golf Cars as Equipped, plus 2 Club Car Carryall 300 gas utility vehicles, plus 1-Club Car Café Express.

Check Box to select this option below.

| Year | Monthly Payments | Payment Months | Yearly Payments |
|------|------------------|--------------------|-----------------|
| 2024 | \$6,328.30 | May - December | \$50,626.40 |
| 2025 | \$6,328.30 | January - December | \$75,939.60 |
| 2026 | \$6,328.30 | January - December | \$75,939.60 |
| 2027 | \$6,328.30 | January - December | \$75,939.60 |
| 2028 | \$6,328.30 | January - December | \$75,939.60 |
| 2029 | \$6,328.30 | January - April | \$25,313.20 |

Accepted By _____ Title _____ Date _____



East Hartford Golf Club Order Acknowledgment

You can confirm your order for the golf cars by signing this proposal. By signing, you acknowledge that you are authorized to sign and agree to all terms and conditions. CCE will order these vehicles on your behalf.

Lease or finance and service contracts if applicable will follow this document requiring signatures. All golf cars are specially ordered and cannot be cancelled after an order is signed. There are no warranties offered on the products other than those provided by the manufacturer of the products, CCE makes no representations of warranties, express or implied.

It is a condition of this transaction that all lease/finance payments, including any applicable taxes and fees, are, and remain current until the delivery of the new vehicles.

The lease cost may increase or decrease at any point in time. The interest rates can be locked in **30 days** before delivery. All lease/finance customers are responsible for paying all applicable property and/or other local tax. The customer will provide insurance for all vehicles included in the finance as directed by the lender.

All vehicles provided by CCE in a lease contract with last and final payment ending in October will be picked up on or around December 1 of the last year of the lease term. All vehicles provided by CCE in a lease or finance contract ending in any other month other than October will be picked up within 5 business days after the last and final monthly lease payment.

Payment date schedules may change if delivery is delayed. The final monthly cost based on interest rate and number of total lease or finance payments will not change. If delivery is delayed and a lease or finance is currently in place, all payments on the existing contract must be paid and current until the new cars are delivered. If delivery is delayed and the lease or finance contract comes to term, the existing golf cars will remain property until the new cars are delivered and will be invoiced at the current monthly payment including the service contract billing if CCE provides service.

The funding of this transaction may require credit application and financials. This transaction is subject to credit approval. This agreement must be signed and returned to authorize delivery. This transaction is governed by the terms of the finance agreement.

Accepted by _____ Title _____ Date _____



CCE GOLF CARS



East Hartford Golf Club

The Squire service plan, a real value!

- Two scheduled service visits each month May-October
- Unlimited Emergency service visits placed by email or call
- Annual & preventative maintenance @ factory specs.
- Pre- season Tune– Up & documentation of all work performed
- CCE SERVICE MOBILITY- Paperless communication Electronic service docs emailed

Cost of **The Squire** service plan for 58 golf cars

| <u>Year</u> | <u>Billable Months</u> | <u>Total Cost per Year</u> |
|-------------|------------------------|----------------------------|
| 2024 | May | \$5,800 |
| 2025 | May | \$6,300 |
| 2026 | May | \$6,800 |
| 2027 | May | \$7,300 |
| 2028 | May | \$7,800 |

Service Billing invoices are due and payable by May 31st of each year.

Check Box to select this service option

To access your owner’s manual and other resource documents please visit-www.ccegolfcars.com/owners-manuals/

Accepted By _____ Title _____ Date _____



CCE GOLF CARS

| | |
|--|------------------------------------|
| Legal Name of Company | _____ |
| | _____ |
| | _____ |
| Shipping Address: City/State/Zip | _____ |
| | _____ |
| | _____ |
| Sales/ Finance contact | Name _____ |
| | Title: _____ |
| | Phone: _____ |
| | Fax: _____ |
| | Email Address: _____ |
| Delivery | Delivery Contact: _____ |
| | Title: _____ |
| | Phone: _____ |
| | Email Address: _____ |
| | 2nd Delivery Contact: _____ |
| | Title: _____ |
| Phone: _____ | |

The Best Will Always Have Our
Name On It.



PREPARED FOR:

East Hartford Golf Club



Partner with the Industry Leader



ELiTE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

November 27, 2023

East Hartford Golf Club
130 Long Hill Drive
East Hartford, CT 06108

To the Mayor's Office,

E-Z-GO® is honored to prepare this exclusive proposal for East Hartford Golf Club and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at East Hartford Golf Club.

With sincere appreciation,

Nick Roberto
Regional Sales Director
nroberto@textron.com





OUR CUSTOMERS - THE COMPANY WE KEEP

E-Z-GO understands the importance of making the right decision for your facility; it's an investment that has to support the needs of your operation in the years to come. We will step up to the challenge and exceed your expectations. In fact, we encourage you to contact some of the courses and companies which have partnered with us in the past, such as:



Country Club of Fairfield
Fairfield, CT RXV-ELITE LITHIUM Customer



Clinton Country Club
Clinton, CT RXV-ELITE LITHIUM Customer

LAKE OF ISLES

Lake of Isles,
North Stonington, CT RXV-ELITE/LITHIUM Customer



The Golf Course at Yale
New Haven, CT RXV-ELITE/LITHIUM Customer
with PACE/GPS



The Golf Club of Avon
Avon, CT RXV-ELITE/LITHIUM Customer



Tradition GC Oak Lane
Woodbridge, CT RXV-ELITE/LITHIUM Customer
with PACE/GPS



Wampanoag CC West
Hartford, CT RXV-ELITE LITHIUM Customer
with PACE/GPS



Watertown Golf Club
Watertown, CT RXV-ELITE/LITHIUM Customer



OUR CUSTOMERS - THE COMPANY WE KEEP

E-Z-GO understands the importance of making the right decision for your facility; it's an investment that has to support the needs of your operation in the years to come. We will step up to the challenge and exceed your expectations. In fact, we encourage you to contact some of the courses and companies which have partnered with us in the past, such as:

E-Z-GO is the current golf car partner for 6 out of the Top 10 rated Golf Courses

E-Z-GO is consistently the leading golf car provider for the majority of the Golf Digest Top 100 ranked courses



Baltusrol Golf Club
Springfield Township, NJ



National Golf Links of America
Southampton, NY



Oakmont Country Club
Oakmont, PA



Pebble Beach Golf Links
Monterey, CA



San Francisco Golf Club
San Francisco, CA



Seminole Golf Club
Juno Beach, FL



Shinnecock Hills Golf Club
Southampton, NY





OUR PARTNERSHIPS

E-Z-GO believes that the growth and success of the golf industry is dependent upon the professional development of current and future generation of industry professionals, the promotion of the golf industry as a significant economic contributor, and maximizing the golfing experience for the continued health of the sport. E-Z-GO aligns itself with organizations who share this vision. Below are just a few of E-Z-GO's national partnerships:



E-Z-GO also supports numerous regional and sectional events such as:



The NEW RXV[®]



Exceptional Go. Inside & Out.

There's a reason the E-Z-GO[®] RXV is chosen on so many golf courses worldwide. With industry-leading ELiTE Lithium powered by Samsung SDI, ever-innovating Pace Technology, and a new design that is more golfer-friendly than ever before, you can trust the RXV will always be good to go.

ELiTE LITHIUM POWERTRAIN
OR EX1 GAS ENGINE WITH
CLOSED LOOP EFI

AUTOMOTIVE STYLE
HANGING PEDALS

NEW GOLFER-CENTRIC
DESIGN

EZGO[®]

The logo features the letters 'EX' in a bold, white, sans-serif font. To the right of the 'X' is a stylized white outline of a number '1' that is slightly offset and tilted, creating a sense of motion or a 'next' step.

EASIER ON THE PLANET AND YOUR BOTTOM LINE

As the industry's cleanest and most efficient gas powertrain, E-Z-GO® EX1 outperforms the generic industrial engines used by the competition. For courses, this means best-in-class fuel economy, lower cost of operation and a significant reduction in environmental impact.

REDUCED MAINTENANCE
To Save You Time And Money

MORE MILES PER GALLON
and Better Fuel Economy Than
All Other Gas Competitors

60% FEWER EMISSIONS
Than The Closest Competitor

The EZGO logo consists of the letters 'EZGO' in a bold, white, sans-serif font, enclosed within a white rectangular border. A small registered trademark symbol (®) is located to the upper right of the logo.

EZGO.com/EX1

The NEW RXV®



Newly redesigned front end.

Key Features

- New Golf Centric, Best-In-Class Dash
- Spacious Leg Room
- New Led Headlights with Optional Upgrades (Freedom Model Only)
- Impact-Resistant Bumpers
- Oversized Bag Well
- Superior Performance
- Perfectly Tuned Power
- Refined Handling
- Industry's Lowest Operational Costs
- Optional Fold-Down Windshield
- Intellebrake™ (ELITE)
- Industry's Most Efficient Gas Engine (EX1)
- Closed-Loop EFI System (EX1)
- Rear-facing Seat Available in Rxv 2+2 (Freedom Model)
- New Optional Golf Accessories

Color Options



Almond



Black



Bright White



Burgundy



Inferno Red



Ivory



Forest Green



Metallic Charcoal



Ocean Grey



Patriot Blue



Platinum



Slate



ELITE



EX1

DIMENSIONS

| | | |
|---------------------------------|------------------|--------------|
| OVERALL LENGTH | 92.5 in (235 cm) | |
| OVERALL WIDTH | 45 in (114 cm) | |
| OVERALL HEIGHT (W/O ROOF) | 47.5 (121 cm) | |
| OVERALL HEIGHT (W/ ROOF) | 67 in (170 cm) | |
| WHEEL BASE | 65.7 (167 cm) | |
| FRONT WHEEL TRACK | 35.5 (90 cm) | |
| REAR WHEEL TRACK | 38 (97 cm) | |
| GROUND CLEARANCE @ DIFFERENTIAL | 4.5 in (11 cm) | 4 in (10 cm) |

POWER

| | | |
|----------------------|--|---|
| POWER SOURCE | 56.7-VDC | Single Cylinder OHC, 4 Cycle, 9.15 cu in (150 cc) |
| HORSEPOWER (KW) | 4.4 hp (3.3 Kw) Continuous | 11.5 hp (8.6 kW) J1995 Standard |
| ELECTRICAL SYSTEM | 48 Volt AC | Brushless DC Internal Starter Generator |
| BATTERIES (QTY/TYPE) | ELITE 2.2, 56.7V Lithium | One, 12 Volt Maintenance Free |
| KEY OR PEDAL START | Pedal | |
| BATTERY CHARGER | Lithium World Charger 56VDC 10 ft. DC Cord | N/A |
| SPEED CONTROLLER | 235-amp Solid-State AC Controller | N/A |
| DRIVETRAIN | Motor Shaft Direct Drive | Continuously Variable Transmission (CVT) |
| TRANSAXLE | Limited Slip Differential | Differential with Helical Gears |
| GEAR SELECTION | Dash Mounted Forward-Neutral-Reverse | Forward-Reverse |
| REAR AXLE RATIO | 16.99:1 | 11.47:1 (Forward) 14.35:1 (Reverse) |

PERFORMANCE

| | | |
|--------------------------|--|-----------------|
| SEATING CAPACITY | 2 Passenger | |
| DRY WEIGHT (W/ CANOPY) | 633 lb (287 kg) | 710 lb (322 kg) |
| CURB WEIGHT (W/ CANOPY) | 680 lb (308 kg) | 726 lb (329 kg) |
| VEHICLE LOAD CAPACITY | 500 lb (227 kg) (2 Passenger) or 800 lb (360kg) (4 Passenger) | |
| OUTSIDE CLEARANCE CIRCLE | 19.2 ft (5.9 m) | 19.0 ft (5.8 m) |
| SPEED (LEVEL GROUND) | 12 mph ± 0.5 mph (19.3 kph ± 0.8 kph) 19 mph ± 0.5 mph (31 kph ± 0.8 kph) (Freedom Model) | |
| TOWING CAPACITY | Three E-Z-GO Golf Cars with Approved Permanent Tow Bar | |

STEERING & SUSPENSION

| | | |
|---------------|--|--|
| STEERING | Double Ended Rack & Pinion | |
| SUSPENSION | Independent A-Arm Coil Over Shock (Front) - Mono-Leaf Springs with Hydraulic Shocks (Rear) | |
| SERVICE BRAKE | Induction Motor | Rear Wheel Mechanical Self-Adjusting Drum |
| PARKING BRAKE | Automatic Electro-Magnetic | Self-Compensating, Single Point Engagement |
| TIRES | 18 x 8.50-8 (4-ply rated) | |

BODY & CHASSIS

| | |
|-----------------------|---|
| FRAME | Welded Steel with Powder-Coat Protection |
| BODY & FINISH | Injection Molded TPO |
| AVAILABLE BODY COLORS | Almond, Black, Bright White, Burgundy, Forest Green, Inferno Red, Ivory, Metallic Charcoal, Ocean Grey, Patriot Blue, Platinum, Slate |
| STANDARD SEAT COLORS | Black, Grey, Oyster, Stone Beige |
| PREMIUM SEAT COLORS | Black, Mushroom, Grey (custom colors available) |
| PINSTRIPES COLORS | Silver, Black, Gold |



IT'S GOOD TO GO

EZGO.com



E-Z-GO® has built the only gas engine in the industry specifically designed for golf carts. EX1 features an integrated starter/generator, brushless motor and Smart Engine Management to protect your fleet. This brings great advantages to your course and the environment.



THE BEST FOR YOUR COURSE

Fewer wear parts, 2-year oil change intervals and washable filters.

Save \$4.00 to \$20.00 per oil change in materials, 20 minutes of labor per cart and unnecessary coordination.

Closed-loop EFI system optimizes miles per gallon no matter the driving conditions.

A smoother, more refined ride with no thumping or downhill belt whine.



THE BEST FOR THE PLANET

Optimized design uses fewer components and resources to build, stock and ship.

Save an average of \$2.40 to \$3.00 per cart per month.

Cleanest golf cart engine in the industry.

Burns less fossil fuel.

INDUSTRY-LEADING SPECIFICATIONS

| DIMENSIONS | |
|---------------------------------|--|
| OVERALL LENGTH | 94.5 in (240 cm) |
| OVERALL WIDTH | 47.0 in (119 cm) |
| OVERALL HEIGHT (W/O ROOF) | 47.5 in (121 cm) |
| OVERALL HEIGHT (W/ ROOF) | 70.0 in (178 cm) |
| WHEEL BASE | 65.7 in (167 cm) |
| FRONT WHEEL TRACK | 35.5 in (90 cm) |
| REAR WHEEL TRACK | 38.0 in (97 cm) |
| GROUND CLEARANCE @ DIFFERENTIAL | 4.0 in (11 cm) |
| POWER | |
| POWER SOURCE | 4 Cycle, 9.15 cu-in (150 cc) |
| HORSEPOWER (KW) | 11.5 hp (8.6 kW) J1995 Standard |
| ELECTRICAL SYSTEM | Brushless DC Internal Starter Generator |
| BATTERIES (TYPE) | One, 12-Volt Maintenance-Free |
| KEY OR PEDAL START | Pedal |
| BATTERY CHARGER | N/A |
| SPEED CONTROLLER | N/A |
| DRIVETRAIN | Continuously Variable Transmission (CVT) |
| TRANSAXLE | Differential W/Helical Gears |
| GEAR SELECTION | Forward-Reverse |
| REAR AXLE RATIO | 11.47:1 (Forward), 14.35:1 (Reverse) |
| KEY SWITCH | N/A |

| PERFORMANCE | |
|--------------------------|---|
| SEATING CAPACITY | 2-Passenger |
| DRY WEIGHT | 676 lb (307 kg) |
| CURB WEIGHT | 692 lb (314 kg) |
| VEHICLE LOAD CAPACITY | 500-800 lbs (227-360 kg) |
| OUTSIDE CLEARANCE CIRCLE | 19.0 ft (5.8 m) |
| SPEED (LEVEL GROUND) | 12 mph ± 0.5 mph (19.3 kph ± 0.8 kph) |
| TOWING CAPACITY | Three E-Z-GO Golf Carts with Approved Permanent Tow Bar |

| STEERING AND SUSPENSION | |
|-------------------------|--|
| STEERING | Double-Ended Rack and Pinion |
| SUSPENSION | Front: Independent A-Arm Coil-Over Shock; Rear: Mono-Leaf Spring with Hydraulic Shocks |
| SERVICE BRAKE | Rear Wheel Mechanical Self-Adjusting Drums |
| PARKING BRAKE | Self-Compensating, Single-Point Engagement |
| TIRES | 18 x 8.50-8 (4-ply rated) |

| BODY & CHASSIS | |
|----------------------|--|
| FRAME | Welded Steel with Powder-Coat Protection |
| BODY & FINISH | Injection Molded TPO |
| OPTIONAL BODY COLORS | Almond, Black, Bright White, Burgundy, Electric Blue, Flame Red, Forest Green, Inferno Red, Ivory, Metallic Charcoal, Oasis Green, Ocean Grey, Patriot Blue, Platinum, Sunburst Orange (custom colors available) |
| STANDARD SEAT COLORS | Stone Beige, Oyster, Grey, Black |
| PREMIUM SEAT COLORS | Mushroom, Grey (custom colors available) |
| PINSTRIPES COLORS | Pewter, Black, Gold |

THE NEW RXV

UPDATES

- Modern Front End and Dash
- Optional Digital Multi-Media System
- Expandable LED lighting system
- Comfortable, spacious & ergonomic
- Interior hides dirt and are easier to shine
- New RXV and Valor Lift Kits



RXV COMPETITIVE ADVANTAGES



Premium Canopy With Available Stereo Console

ELiTE Lithium Powertrain and EX1 Gas Engine

Easier Conversion From a Fleet Application

Automotive-Style Hanging Pedals with IntelliBrake™

Comfortable, Spacious and Ergonomic

Dash for the Modern User's Technology
Golfer-Centric Storage

Premium Accessories

Expandable LED Lighting System

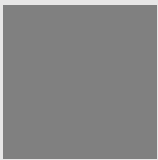




A dash with a place for everything

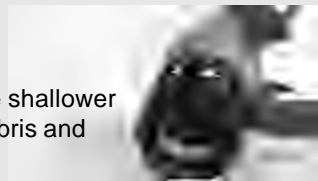
- Cell phone positions visible to the driver/passenger
- Tiered cup holders
- Audio Technology Housing
- Glove box

NEW RXV – SAME PERFORMANCE, NEW MODERN DESIGN



Easier to clean

The dash and floorboard have shallower texture that both traps less debris and cleans easier



More leg room vs. prior models and competitors



Plug and play
Pace enabled



Planning for the many balls I need on this round



RXV COMPETITIVE ADVANTAGES



The Club Car dash was designed 7 years after the golf range finder was first introduced when the Nokia 1100 was the best-selling cellular phone



It was last updated prior to the iPhone introduction!

The RXV has best-in-class user technology mounts



SAFEST & MOST RELIABLE HANGING PEDALS

ELITE
LITHIUM

COMPETITIVE ADVANTAGE

- ✓ Hanging Pedals Avoid the Debris That Leads to Less Reliable Pedals
- ✓ Corrosion Resistant and Automotive Inspired
- ✓ Robust, Permanent and **Decisive Fix** for the RXV Gas Pedals
- ✓ **Ergonomics** That Enable Heel Toe Driving
- ✓ Quietly and Easily Set the Park Brake



ELITE

Proposal - Fair Market Value Lease

Town of East Hartford

Omnia/Sourcewell Contract #122220-JCS

November 27, 2023

FAIR MARKET VALUE LEASE

| ✓ | Year | MODEL | QTY | TERM | PRICE (car/mo) | EXTENDED PRICE | ANNUAL PRICE |
|-------------------------------|------|-------------------------|-----|------------|----------------|-------------------|--------------------|
| | 2024 | E-Z-GO RXV Gas | 58 | 60mo Lease | \$87.93 | \$5,099.94 | \$61,199.28 |
| | 2024 | Cushman Hauler 1200 Gas | 2 | 60mo Lease | \$175.27 | \$350.54 | \$4,206.48 |
| | 2024 | Cushman Refresher Oasis | 1 | 60mo Lease | \$344.59 | \$344.59 | \$4,135.08 |
| Total Monthly Payment: | | | | | | \$5,795.07 | \$69,540.84 |

INCLUDED ACCESSORIES

Please Individual Vehicle Breakdown

TRADE VALUATIONS

| Year | MANUFACTURER | MODEL | QTY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|--------------|---------|-----|------------|---------------------|
| 2019 | E-Z-GO | TXT-Gas | 58 | \$2,000.00 | \$116,000.00 |
| Total Trade Value: | | | | | \$116,000.00 |

| | |
|---------------------------|---------------------|
| NET DOWN AMOUNT | \$0.00 |
| PAYABLE NET AMOUNT | N/A |
| CASH BACK | \$116,000.00 |

Lease Schedule: 2024 - 2028

Payment Months: (12) Twelve Payments per year

Delivery: Q1 2024

First Pay: Apr-2024

SPECIAL CONSIDERATIONS:

Trade-in amount of \$116,000.00 will be issued as a cash back check within 30 days of new car delivery

E-Z-GO at it's discretion reserves the right to offer an early roll option. #REF! must enter into a new lease with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and tades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

Town of East Hartford

E-Z-GO Textron, Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proposal - \$1.00 Buyout

Town of East Hartford

Omnia/Sourcewell Contract #122220-JCS

November 27, 2023

FAIR MARKET VALUE LEASE

| ✓ | Year | MODEL | QTY | TERM | PRICE (car/mo) | EXTENDED PRICE | ANNUAL PRICE |
|-------------------------------|------|-------------------------|-----|-----------------|----------------|-------------------|--------------------|
| | 2024 | E-Z-GO RXV Gas | 58 | 60mo \$1 Buyout | \$121.06 | \$7,021.48 | \$84,257.76 |
| | 2024 | Cushman Hauler 1200 Gas | 2 | 60mo \$1 Buyout | \$209.40 | \$418.80 | \$5,025.60 |
| | 2024 | Cushman Refresher Oasis | 1 | 60mo \$1 Buyout | \$380.65 | \$380.65 | \$4,567.80 |
| Total Monthly Payment: | | | | | | \$7,820.93 | \$93,851.16 |

| INCLUDED ACCESSORIES | |
|-------------------------------------|--|
| Please Individual Vehicle Breakdown | |

TRADE VALUATIONS

| Year | MANUFACTURER | MODEL | QTY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|--------------|---------|-----|------------|---------------------|
| 2019 | E-Z-GO | TXT-Gas | 58 | \$2,000.00 | \$116,000.00 |
| Total Trade Value: | | | | | \$116,000.00 |

| | |
|---------------------------|---------------------|
| NET DOWN AMOUNT | \$0.00 |
| PAYABLE NET AMOUNT | N/A |
| CASH BACK | \$116,000.00 |

Lease Schedule: 2024 - 2028

Payment Months: (12) Twelve Payments per year

Delivery: Q1 2024

First Pay: Apr-2024

SPECIAL CONSIDERATIONS:

Trade-in amount of \$116,000.00 will be issued as a cash back check within 30 days of new car delivery

E-Z-GO at it's discretion reserves the right to offer an early roll option. #REF! must enter into a new lease with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and tades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's respoinsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

Town of East Hartford

E-Z-GO Textron, Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proposal

Town of East Hartford

Omnia/Sourcewell Contract #122220-JCS

November 27, 2023

FAIR MARKET VALUE LEASE

| ✓ | Year | MODEL | QTY | TERM | UNIT PRICE | EXTENDED PRICE |
|------------------------------|------|-------------------------|-----|-------------|-------------|---------------------|
| | 2024 | RXV-Gas EX1 | 58 | Net 30 Days | \$5,941.52 | \$344,608.16 |
| | 2024 | Cushman Gas Hauler 1200 | 2 | Net 30 Days | \$10,277.00 | \$20,554.00 |
| | 2024 | Cushman Refresher Oasis | 1 | Net 30 Days | \$18,681.16 | \$18,681.16 |
| Total Purchase Price: | | | | | | \$383,843.32 |

INCLUDED ACCESSORIES

Please Individual Vehicle Breakdown

TRADE VALUATIONS

| Year | MANUFACTURER | MODEL | QTY | UNIT PRICE | EXTENDED PRICE |
|---------------------------|--------------|---------|-----|------------|---------------------|
| 2019 | E-Z-GO | TXT-Gas | 58 | \$2,000.00 | \$116,000.00 |
| Total Trade Value: | | | | | \$116,000.00 |

| | |
|---------------------------|---------------------|
| NET DOWN AMOUNT | \$116,000.00 |
| PAYABLE NET AMOUNT | \$267,843.32 |
| CASH BACK | \$0.00 |

Lease Schedule: Net 30 Days

Payment Months: N/A

Delivery: Q1 2024

First Pay: Net 30 Days

SPECIAL CONSIDERATIONS:

All pricing in coordination with Omnia/Sourcewell Contract #122220-JCS - Utility Transport Vehicles

E-Z-GO at its discretion reserves the right to offer an early roll option. Town of East Hartford must enter into a new lease with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. It is the club's responsibility to either repair damages noted or pay for these repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment.

Town of East Hartford

E-Z-GO Textron, Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proposal

East Hartford Golf Club

November 27, 2023

RXV GAS

STANDARD FEATURES

BEST-IN-CLASS-FUEL ECONOMY

A SMOOTH, QUIET REFINED RIDE

INTEGRATED STARTER/GENERATOR

2-YEAR OIL CHANGE INTERVALS

LOWEST COST OF OPERATION

GREENEST GAS ENGINE

ACCESSORIES

| | |
|--|-----|
| 2024 Model Year | 50 |
| Body Color Forest Green | 50 |
| Standard Seat Stone Beige | 50 |
| Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4) | 50 |
| Spoke, Metallic Gold (Set of 4) | 50 |
| High Capacity 12V Battery | 50 |
| Premium Steering Wheel | 50 |
| USB Port | 50 |
| Cooler & Bracket (Driver Side) | 50 |
| Sand Bottle (Single) (Both) | 100 |
| Message Holder | 50 |
| Sun Canopy, 54" Stone Beige | 50 |
| Windshield, Fold Down | 50 |
| Bag Cover Kit (Stone Beige) | 50 |
| Custom Logo/Decals | 50 |
| Freight | 50 |



Proposal

East Hartford Golf Course

November 27, 2023

HAULER 1200 GAS

STANDARD FEATURES

| | | |
|------------------------|-----------------------------------|--------------------------|
| 13.5-HP EFI GAS ENGINE | 1,200-LB VEHICLE LOAD CAPACITY | 800-LB BED LOAD CAPACITY |
| 12-CU-FT CARGO BED | FUNCTIONAL DASHBOARD WITH STORAGE | 1,500-LB TOWING CAPACITY |

ACCESSORIES

| | |
|---|---|
| K500 20 x 8-10, 6 Ply Rated, Black Wheel | 1 |
| Body Color Forest Green | 1 |
| Side Decals Forest Green | 1 |
| Contoured Seat Gray | 1 |
| Two Wheel Mechanical Brakes | 1 |
| Brush Guard | 1 |
| Large Fender Flares | 1 |
| Small Fender Flares (Included with 10" wheels) | 1 |
| Halogen Headlights | 1 |
| Fuel/Oil Gauge | 1 |
| USB Outlet (not available with CE) | 1 |
| 12 Volt Heavy Duty Battery | 1 |
| Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft | 1 |
| Electric Bed Lift | 1 |
| 2 in (5 cm) Receiver (Rear) | 1 |
| Bed Net (Pocket) | 1 |
| Sun Canopy Top, Plastic, Black | 1 |
| Windshield, Fold Down | 1 |
| Freight | 1 |



Proposal

East Hartford Golf Course

November 27, 2023

REFRESHER OASIS

STANDARD FEATURES

| | | |
|------------------------|------------------------|--------------------------------|
| 13.5-HP EFI GAS ENGINE | 4 COLD STORAGE DRAWERS | 12.1-SQ-FT WRAP-AROUND COUNTER |
| MERCHANDISE CABINET | 500 CAN CAPACITY | MERCHANDISE CABINET |

ACCESSORIES

| | |
|---|---|
| Cowl Color Forest Green | 1 |
| Refresher Unit Color Graphite Gray | 1 |
| Side Decals Forest Green | 1 |
| Standard Seat Gray | 1 |
| K500 20 x 8-10, 6 Ply Rated, Black Wheel | 1 |
| Two Wheel Mechanical Brakes | 1 |
| Brush Guard | 1 |
| Small Fender Flares (Included with 10" wheels) | 1 |
| Comfort Grip Steering Wheel with Scorecard Holder | 1 |
| 12 Volt Heavy Duty Battery | 1 |
| Fuel/Oil Gauge | 1 |
| USB Outlet (not available with CE) | 1 |
| Halogen Headlights | 1 |
| Counter Top White | 1 |
| Sun Canopy, Slate (with Pebble Platinum) | 1 |
| Freight | 1 |



Limited Warranty Terms and Conditions – RXV ELiTE Fleet Vehicles

Textron Specialized Vehicles Inc. (“Company”) provides that any new Model Year 2024 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the “Vehicles”) and/or the battery charger for the Vehicle’s lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the “Limited Warranty”). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

| Part or Component | Warranty Period |
|---|-----------------|
| FRAME - WORKMANSHIP | LIFETIME |
| SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs | 4 Years |
| MAJOR ELECTRONICS – Electric motor, solid state speed controller | 4 Years |
| LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle | 5 Years |
| PEDAL GROUP - Pedal assemblies, and motor brake | 4 Years |
| SEATS - Seat bottom, seat back and hip restraints | 3 Years |
| CANOPY SYSTEM - Canopy and canopy struts | 4 Years |
| POWERTRAIN – Electric axle | 3 Years |
| BODY GROUP – Front and rear cowls, side panels and instrument panel | 3 Years |
| OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness | 3 Years |
| ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere | 2 Years |
| INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening | 90 days |
| ALL PACE SCREENS supplied by Company at time of purchase | 5 Years |
| ALL OTHER PACE COMPONENTS supplied by Company at time of purchase | 3 Years |

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser’s location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser’s location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company’s Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner’s Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

| Storage and Operation Limitations Condition | Time Allowed |
|---|---------------------|
| STORAGE BETWEEN CHARGE CYCLES | 3 months |
| STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK | 1 month |
| OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C) | NOT ALLOWED |

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser’s sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE’S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. ~~DONOTMAKEANYSUCHMODIFICATIONSORCHANGES~~. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company’s Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE’S BATTERY PACK WITHOUT THE COMPANY’S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser’s facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser’s storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company’s Customer Care / Warranty Department.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 13, 2024
TO: Richard F. Kehoe, Chair
FROM: Mayor Connor S. Martin
RE: RESOLUTION: Assistance to Firefighters Grant

Attached for approval is a resolution to authorize the Mayor to apply to the Federal Emergency Management Agency (FEMA) for an Assistance to Firefighters Grant (AFG).


The primary goal of the AFG program is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations.

The grant will provide the department with compliant firefighter personal protective gear, firefighter gear washers and dryers, and apparatus operator training. The program requires a match from the town in the amount of \$64,547.02. These funds are available in the existing fire department budget.

Please place this item on the Town Council agenda for the March 19, 2024, meeting.

C: M. McCaw, Finance Director
E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
K. Munson, Fire Chief

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Connor S. Martin
FROM: Paul O'Sullivan, Grants Manager 
SUBJECT: Council Resolution – Assistance to Firefighters Grant (AFG)
DATE: March 8, 2024

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Federal Emergency Management Agency (FEMA) for an Assistance to Firefighters Grant (AFG).

The primary goal of the AFG program is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations.

The grant will provide the department with compliant firefighter personal protective gear, firefighter gear washers and dryers, and apparatus operator training. The program requires match from the town in the amount of \$64,547.02.

Please note that the grant application deadline did not allow for Council consideration prior to submission. If Council approval of the application is not secured, the application will be withdrawn.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on March 19, 2024. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Stephen Alsup, Assistant Fire Chief
Eileen Buckheit, Development Director
Melissa McCaw, Finance Director
Kevin Munson, Fire Chief

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 19th day of March, 2024

R E S O L U T I O N

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 Connor S. Martin, 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.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ____ day of March, 2024.

Seal

Signed: _____
Jason Marshall, Council Clerk

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2024 Assistance to Firefighters Grant Program

Funder: U.S. Federal Emergency Management Agency (FEMA)

Grant Amount: \$710,017.20

Frequency: One time Annual Biennial Other

| | | | |
|------------------------|------------------|------------------|-----------------|
| First year received: | <u>2006</u> | | |
| Last 3 years received: | <u>2023</u> | <u>2022</u> | <u>2018</u> |
| Funding level by year: | <u>\$585,956</u> | <u>\$874,687</u> | <u>\$59,437</u> |

Is a local match required? Yes No

If yes, how much? \$64,547.02

From which account? Sufficient funds will be found within existing fire department budget lines to fund the match

Grant purpose: The AFG program supports critical needs such as operations, safety, vehicle acquisition, and emergency personnel training.

Results achieved: The grant will provide the department with compliant firefighter personal protective gear, firefighter gear washers and dryers, and apparatus operator training.

Duration of grant: 24 months from the date of award

Status of application Submitted

Meeting attendee: Fire Chief Kevin Munson, x7403

Comments: Application deadline did not allow for Council consideration prior to due date. If Council approval is not received, application will be withdrawn.

Assistance to Firefighters Grant Program

Objectives The goal of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

Overview

The Fiscal Year (FY) 2023 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment.

The AFG Program has awarded approximately \$8.4 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to more than 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90 million to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

COMMUNITY CULTURAL CENTER ROOM 111

ORDINANCE COMMITTEE

March 6, 2024

PRESENT Rich Kehoe, Chair; Councillors Sebrina Wilson and John Morrison

ALSO Connor Martin, Mayor

PRESENT Melissa McCaw, Chief Administrative Officer
Robert Fitzgerald, Assistant Corporation counsel

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:00 pm

APPROVAL OF MINUTES

August 9, 2023

MOTION By Sebrina Wilson
seconded by John Morrison

to **approve** the August 9, 2023 meeting minutes.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

No resident came forward to speak.

OLD BUSINESS

NEW BUSINESS

Bidding Procedures

The Chair reviewed the current requirements for the town to seek bids or quotes for town goods or services. The current threshold for requiring a bid process is \$10,000 and obtaining three quotes is \$5,000. Both thresholds were last updated in 2011. The February 17th draft increases those thresholds to \$25,000 and \$10,000. The increase reflects ongoing inflation since 2011 and the time delay and financial and personnel costs of seeking bids.

CAO McCaw provided the committee with documentation that showed the following surrounding towns and similarly sized municipalities also had a \$25,000 threshold: Meriden, Bristol, Manchester, Berlin, Glastonbury, Hartford, West Hartford, Windsor, and Vernon.

The chair noted that the bid waiver subsection seemed to only apply to purchases of goods. The recommendation was to insert "and subsection (b) in that subsection so it clearly

applies to waivers of bid for town acquisition of services. With that change, the draft will be designated as March 6, 2024.

MOTION By Sebrina Wilson
seconded by John Morrison

to send the March 6, 2024 draft of the Town Bidding Threshold Ordinance to the Town Council for the purposes of setting a public hearing date.

Motion carried 3/0

Installation and Maintenance of Sidewalks

The Chair explained that the current ordinance for responsibility for sidewalks between the town and the abutting landowner needed to be updated to reflect current state law. Basically, under state law, the town is responsible for installation and repair of sidewalks and towns may delegate responsibility to clearing the sidewalk of obstructions and snow to the abutting landowner. The proposed draft deletes certain ordinance sections that conflict with state law and retains those which allocate responsibility according to state law. Assistant Corporation Counsel Robert Fitzgerald concurred with this assessment and thought it was best to align town laws with state laws.

MOTION By Sebrina Wilson
seconded by John Morrison

to send the February 18, 2024 draft of the Sidewalk Repair And Maintenance Ordinance to the Town Council for the purposes of setting a public hearing date.

Motion carried 3/0

Food Trucks

This referral was based on a complaint from a restaurant owner who has had a food truck parked in front of the restaurant, thereby competing with the restaurant. Mayor Martin explained that the restaurant owner sought a town prohibition on food trucks near restaurants. The committee understood the concern but felt it was important to ensure town residents and those working in town had choices for where to obtain their meals or snacks. There is also some concern that limiting competition through some restriction on location as suggested would be outside the authority of the town. The committee took no further action on this request.

However, in reviewing the ordinance, Director of Health and Social Services Laurence Burnsed found inaccurate references to state law. The proposed draft aligns the food vendor ordinances with state law, updates the references to the Public Health Code and adopts state definitions by reference rather than restate them in ordinance. The chair noticed that draft had an incorrect reference to state law in amended language to section 12-9 which should be Conn. Gen. Stat. section 19a-36g. With that change, the draft will be referenced as March 6, 2024.

MOTION By Sebrina Wilson
seconded by John Morrison

to send the March 6, 2024 draft of the Food Vendor Ordinance to the Town Council for the purposes of setting a public hearing date.

Motion carried 3/0

Adjournment

MOTION By John Morrison
seconded by Sebrina Wilson
to **adjourn** (6:43 p.m.)

Motion carried 3/0

cc: Mayor Martin

TOWN BIDDING THRESHOLD ORDINANCE (March 6, 2024)

Section 10-7 of the Town of East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

(a) All single purchases and contracts, except for professional services and except as provided in subsection (c) of this section, in which the amount of expenditure is estimated to be [ten] TWENTY FIVE thousand dollars or more, shall be made from or let by sealed bids. All purchases, except for those for professional services and except as provided in subsection (c) of this section of less than [ten] TWENTY FIVE thousand dollars, but more than [five] TEN thousand dollars, shall be substantiated by three written quotations which shall be held as a permanent record for audit and public inspection.

(b) Purchases of professional services estimated to cost [ten] TWENTY FIVE thousand dollars or more shall be subject to the following requirements:

(1) The Director requiring professional services shall (A) prepare a request for proposals defining the specific services to be delivered by the professional, requiring those responding to set out their professional qualifications, experience and ability to deliver such services, as well as the fee to be charged and containing such other information as may be required by the Director, or (B) prepare a request for qualifications containing a list of services to be provided, requiring those responding to set out their professional qualifications, experience and ability to deliver such services as well as the rates to be charged for each service and containing such other information as may be required by the Director;

(2) The Director shall appoint a committee of three persons, each of whom shall be qualified to judge such proposals by having knowledge, expertise and background in the field or subject matter addressed in the proposals. The committee shall review and evaluate such proposals and may, on behalf of the Town, negotiate specific terms, rates and prices with any person who submits a proposal;

(3) The Committee shall, after reviewing such proposals, submit its report and recommendations to the Mayor and the Director along with copies of the proposals. The Mayor may accept the committee's recommendation, select one of the other proposals, or reject all proposals. If the Mayor selects one of the other proposals or rejects all proposals, he shall document his reason for doing so in writing;

(4) Notices for requests for proposals shall be published in accordance with Section 10-8(a) (1) of The Code of Ordinances.

(c) The Town Council may waive the requirements of subsection (a) OR SUBSECTION (b) of this section whenever it deems that such waiver is in the best interests of the Town.

(d) The provisions of subsections (a) and (b) of this section and section 10-8 and section 10-9 of the town ordinances do not apply if a single purchase or contract in excess of [ten] TWENTY FIVE thousand dollars is made or let based on a bid, either through a competitive bidding process or reverse auction process, received by (1) a federal or state government, (2) a regional governmental entity, including but not limited to the Capital Region Council of Governments; (3) a purchasing consortium of state governments, including but not limited to the Western States

Contracting Alliance; or (4) the Connecticut Conference of Municipalities, when such government, governmental entity or purchasing consortium has received such bid through a sealed competitive bidding process and the bidder agrees to offer such goods or professional services at that bid to municipal governments in Connecticut.

(e) The provisions of subsections (a) and (b) of this section and section 10-8 and section 10-9 of the town ordinances do not apply if a single purchase or contract in excess of [ten] TWENTY FIVE thousand dollars is made or let in connection with a project funding in whole or in part by state or federal funds and (1) the town is required, as a condition of receipt of such funds, to follow state or federal bidding procedures and (2) the Purchasing Agent certifies that such federal or state bidding procedures have been followed.

Voted: 02-19-13

Published: 02-26-13

Effective: 03-19-13

Section 10-6a of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

The town may enter into on-call service contracts for a period of not more than five years. No additional request for services pursuant to the contract shall be made once the payments to the contracted service provider exceeds one hundred [fifty] SEVENTY FIVE thousand dollars or such lesser amount as provided in such contract. Within sixty days of the end of the fiscal year, the Finance Director shall report to the Town Council the amount expended by the town on each on-call service contract during that fiscal year. As used in this section, "on-call service contract" shall mean any contract for professional services including, but not limited to, architectural, engineering, computer, legal, real estate appraisal, plumbing, electrical and financial services, where the contractor agrees to provide services over a specified period of time as requested by the town.

Statement of Purpose: It has been 11 years since the bidding ordinance requirements have been updated. This proposal would increase the minimum contract amount required for the town to solicit bids from \$10,000 to \$25,000. Seeking bids is both time consuming and costly in terms of personnel resources which are not cost justified in lieu of obtaining three quotes for such product or service. In addition, the \$25,000 threshold is consistent with a survey of area and similar size towns. Finally, the maximum amount for any cumulative payments for an on call service contract is increased from \$150,000 to \$175,000 to reflect inflationary impacts on contracts since it was last amended 5 years ago.

FOOD VENDOR ORDINANCE (March 6, 2024)

Section 12-1 of the East Hartford Code of Ordinance is repealed and the following is substituted in lieu thereof:

This chapter shall be liberally construed and applied to promote its underlying purpose of protecting the public health by regulating the storage, preparation, processing, sale and service of food consistent with [Sec. 19-13-B40, Sec. 19-13-B42, Sec. 19-13-B48, Sec. 19-13-B49 and other sections of] the Public Health Code of the State of Connecticut and specifically sections 19a-36h-1 through 19a-36h-7 of such Code.

Section 12-2 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

(a) Director of Health means the [local] Director of Health and Social Services or [his] the director's authorized agents.

(b) Authorized Agent means an individual certified to inspect food service establishments by the State of Connecticut, and designated to do so by the Director of Health.

(c) Approved means acceptable to the Director of Health, based on a determination that the source of food, the plans for the facility, and/or the storage, preparation, processing, sale and service of a food establishment is in conformance with the requirements of this chapter, the Public Health Code of the State of Connecticut, and/or good public health practices.

(d) Food means any raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for human consumption, except produce sold at temporary vegetable stands, carts, or other vehicles on a seasonal basis.

(e) Food Establishment [means any cart, truck, stand, vehicle or place where food intended for human consumption is manufactured, prepared, stored, offered for sale, or served. The term includes, but is not limited to the following: (1) food service operation, (2) catering operation, and (3) itinerant food vending establishment. These terms expressly exclude private homes where food is prepared and served for consumption by members of the particular household wherein such food has been prepared and served.] shall have the same meaning as contained in section 19a-36g of the Connecticut General Statutes.

(f) [Food Service Operation means any operation where food is sold, stored, prepared, and/or served to the public.

(g) [Catering Operation means any operation involved in the sale [and/or] or distribution of food prepared in bulk in one location for service in individual portions at another, or, which

involves preparation and/or service of food on public or private premises not under the ownership or control of the operator of such service.

[(h)] (g) Itinerant Food Vending Establishment means a food vending business as defined in [Sec. 19-13-B48 (a) (7) of the Regulations of Connecticut State Agencies] section 19a-36g of the Connecticut General Statutes.

Section 12-3 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

(a) No person shall operate a food establishment within the Town of East Hartford without first having obtained a license from the Director of Health.

(b) No license shall be issued without the prior written approval of the Director of Health. The duration of such license shall be for one [(1)] calendar year except as provided in Sec. 12-7 and shall expire on December 31 of such year.

(c) The fee for a food establishment license shall be as provided by the Town Council in its Schedule of Fees, provided that such fees shall not be prorated.

(d) Applications for a food establishment license shall be made on forms to be provided by the Director of Health.

(e) The food establishment license is not transferable.

(f) If two or more types of licensed activities are carried on at one location and as part of one operation, only one fee shall be charged. Such fee shall be the highest amount charged if any one of the activities were to be licensed separately.

(g) No license is required for establishments which sell only food products which do not require preparation, refrigeration, cooking and/or heating of any kind on the premises.

(h) An Itinerant Food Vending Establishment is subject to the requirements of [Sec. 19-13-B48, et. seq.] sections 19a-36h-1 through 19a-36h-7, inclusive, of the Regulations of Connecticut State Agencies, any applicable state law and rules and regulations promulgated by the Town's Director of Health and Social Services. Unless otherwise provided by State law or regulation, an Itinerant Food Vending Establishment may not operate within the town of East Hartford without a license from the Director of Health and Social Services. In determining the location or locations on which the Itinerant Food Vending Establishment may operate, the Director of Health and Social Services shall consult with the Chief of Police.

Sec. 12-4. License Display.

The food establishment license shall be displayed in a prominent location within the

establishment so that it may be easily seen by the public.

Sec. 12-5. License Suspension and Revocation.

(a) The Director of Health shall have the power to suspend and/or revoke the license of a food establishment upon any violation of the Public Health Code of the State of Connecticut or any health ordinances and/or regulations of the Town.

(b) No order of revocation shall be issued except after a hearing held after reasonable notice has been given to the licensee except that, if the Director of Health finds unsanitary or other conditions, which in his judgment, constitute an immediate and substantial hazard to the public health, he may immediately issue written notice of suspension to the license holder or person in charge citing the reasons for such action. Such notice shall also advise the licensee that it shall appear at a hearing to be held by the Director of Health within five (5) working days from the date of the notice to give reasons why such license should not be permanently revoked.

(c) When a food establishment incurs damage to its facilities, including but not limited to, water, wind, fire damage, or loss of utility services necessary to maintain food in a fresh and wholesome condition, upon notice, the license will be suspended pending a site inspection of the premises by the Director of Health or his agent. Upon satisfactory completion of the inspection, the license shall be reinstated.

(d) The holder of any food establishment license who is aggrieved by a suspension or revocation of such license by the Director of Health may appeal such suspension or revocation to the State of Connecticut in accordance with State law. During the filing on an appeal, the license shall not stay the revocation or suspension unless a stay is expressly granted in writing by the Director of Health for good cause.

Sec. 12-6. Waiver of Fees for Charitable Causes.

(a) The Director of Health may waive the payment of a fee by a food establishment whose total profits are devoted to charitable purposes. Eligibility for such waiver shall be determined by the Director of Health.

(b) The [Town Council may, upon application,] Director of Health may waive payment of a fee for a food establishment license by an applicant for a temporary license who intends to serve food for a period not in excess of three [(3)] days at a festival or other event sponsored by the Town or a non-profit organization with which such applicant intends to share profits derived from its sales at such festival or event.

Sec. 12-7. Temporary Licenses.

The Director of Health may upon application issue a temporary food establishment license to a qualified food establishment for a period not to exceed two weeks.

Sec. 12-8. Promulgation of Regulations.

The Director of Health may supplement this Chapter with such regulations as may, in his

judgment, be required for the protection and preservation of the public health, provided the same shall not be inconsistent with any provision of State laws or with the provisions of this Chapter.

Sec. 12-9. Plan Review.

In addition to other provisions of the Statutes or Ordinances of the town, no person shall construct or remodel any food establishment or substantially change or alter any food preparation equipment in any food establishment without first obtaining the approval of the Director of Health. Two [(2)] copies of the proposed plan shall be submitted to the Director of Health in accordance with technical requirements [he] the director may establish. The Director of Health shall approve the plans if [he] the director determines that they conform to State and local laws and regulations. The Town Council shall establish a fee for any plan application filed pursuant to this section for a class 2, class 3 or class 4 food establishment, as defined in Section 19a-36g of the Connecticut General Statutes.

Section 12-10 of the East Hartford Code of Ordinances is repealed.

[Sec. 12-10. Classifications of Food Establishment Operation Licenses.

(a) Food Service Operation License.

1. Grocery License

(a) Reference is made to 19-13-B40 of the Public Health Code of the State of Connecticut.

2. Grocery with Food Preparation License.

(a) Reference is made to 19-13-B40 and 19-13-B42 of the Public Health Code of the State of Connecticut.

3. Food Preparation for Service to the Public.

(a) Reference is made to 19-13-B42 of the Public Health Code of the State of Connecticut.

(b) Catering License.

Reference is made to 19-13-B49 of the Public Health Code of the State of Connecticut.

(c) Itinerant Vending License.

Reference is made to 19-13-B48 of the Public Health Code of the State of Connecticut.]

Reference: **Conn. Gen. Stat. section 19a-36g**

Sec. 19a-36g. Food code. Definitions. As used in this section and sections 19a-36h to 19a-36o, inclusive:

- (1) “Catering food service establishment” means a business that is involved in the (A) sale or distribution of food and drink prepared in bulk in one geographic location for retail service in individual portions in another location, or (B) preparation and service of food in a public or private venue that is not under the ownership or control of the operator of such business;
- (2) “Certified food protection manager” means a food employee that has supervisory and management responsibility and the authority to direct and control food preparation and service;
- (3) “Class 1 food establishment” means a retail food establishment that does not serve a population that is highly susceptible to food borne illnesses and only offers (A) commercially packaged food in its original commercial package that is time or temperature controlled for safety, or (B) commercially prepackaged, precooked food that is time or temperature controlled for safety and heated, hot held and served in its original commercial package not later than four hours after heating, or (C) food prepared in the establishment that is not time or temperature controlled for safety;
- (4) “Class 2 food establishment” means a retail food establishment that does not serve a population that is highly susceptible to food-borne illnesses and offers a limited menu of food that is prepared or cooked and served immediately, or that prepares or cooks food that is time or temperature controlled for safety and may require hot or cold holding, but that does not involve cooling;
- (5) “Class 3 food establishment” means a retail food establishment that (A) does not serve a population that is highly susceptible to food-borne illnesses, and (B) offers food that is time or temperature controlled for safety and requires complex preparation, including, but not limited to, handling of raw ingredients, cooking, cooling and reheating for hot holding;
- (6) “Class 4 food establishment” means a retail food establishment that serves a population that is highly susceptible to food-borne illnesses, including, but not limited to, preschool students, hospital patients and nursing home patients or residents, or that conducts specialized food processes, including, but not limited to, smoking, curing or reduced oxygen packaging for the purposes of extending the shelf life of the food;
- (7) “Cold holding” means maintained at a temperature of forty-one degrees Fahrenheit or below;
- (8) “Commissioner” means the Commissioner of Public Health or the commissioner's designee;
- (9) “Contact hour” means a minimum of fifty minutes of a training activity;
- (10) “Department” means the Department of Public Health;
- (11) “Director of health” means the director of a local health department or district health department appointed pursuant to section 19a-200 or 19a-242;

(12) “Food code” means the food code administered under section 19a-36h;

(13) “Food establishment” means an operation that (A) stores, prepares, packages, serves, vends directly to the consumer or otherwise provides food for human consumption, including, but not limited to, a restaurant, catering food service establishment, food service establishment, temporary food service establishment, itinerant food vending establishment, market, conveyance used to transport people, institution or food bank, or (B) relinquishes possession of food to a consumer directly, or indirectly through a delivery service, including, but not limited to, home delivery of grocery orders or restaurant takeout orders or a delivery service that is provided by common carriers. “Food establishment” does not include a vending machine, as defined in section 21a-34, a private residential dwelling in which food is prepared under section 21a-62a or a food manufacturing establishment, as defined in section 21a-151;

(14) “Food inspector” means a director of health, or his or her authorized agent, or a registered sanitarian who has been certified as a food inspector by the commissioner;

(15) “Food inspection training officer” means a certified food inspector who has received training developed or approved by the commissioner and been authorized by the commissioner to train candidates for food inspector certification;

(16) “Food-borne illness” means illness, including, but not limited to, illness due to heavy metal intoxications, staphylococcal food poisoning, botulism, salmonellosis, shigellosis, Clostridium perfringens intoxication and hepatitis A, acquired through the ingestion of a common-source food or water contaminated with a chemical, infectious agent or the toxic products of a chemical or infectious agent;

(17) “Food-borne outbreak” means illness, including, but not limited to, illness due to heavy metal intoxications, staphylococcal food poisoning, botulism, salmonellosis, shigellosis, Clostridium perfringens intoxication and hepatitis A, in two or more individuals, acquired through the ingestion of common-source food or water contaminated with a chemical, infectious agent or the toxic products of a chemical or infectious agent;

(18) “Hot holding” means maintained at a temperature of one hundred thirty-five degrees Fahrenheit or above;

(19) “Itinerant food vending establishment” means a vehicle-mounted, self-contained, mobile food establishment;

(20) “Permit” means a written document issued by a director of health that authorizes a person to operate a food establishment;

(21) “Temporary food service establishment” means a food establishment that operates for a period of not more than fourteen consecutive days in conjunction with a single event or celebration;

(22) “Time or temperature controlled for safety” means maintained at a certain temperature or maintained for a certain length of time, or both, to prevent microbial growth and toxin production; and

(23) “Variance” means a written document issued by the commissioner that authorizes a modification or waiver of one or more requirements of the food code.

(P.A. 17-93, S. 2; P.A. 18-168, S. 20; P.A. 19-118, S. 3.)

**SIDEWALK REPAIR AND MAINTENANCE ORDINANCE (January 21, 2024) **

Sections 18-28, 18-29, 18-32, 18-33 and 18-34 of the East Hartford Code of Ordinances are repealed.

State of Purpose: This proposal removes the responsibility of the abutting property owner to maintain and repair any public sidewalk adjoining such property since state law places such responsibility on the town. These sections are set out below for reference.

The ordinance placing responsibility for the abutting landowner to remove snow and other debris, and be liable for any injuries suffered as a result of the failure to do so, is retained as such is allowed under state law. Relevant state law and this provision are set out below

Sec. 18-28. Installation of Sidewalk; Responsibility of Abutting Property Owner.

Whenever the Director of Public Works shall order the installation of public sidewalks, the installation shall be the responsibility of the abutting property owner at his expense and within a reasonable time.

Sec. 18-29. Maintenance of Sidewalk by Property Owner.

(a) All public sidewalks, whether installed heretofore or hereafter, shall be maintained, repaired, replaced and kept clear by the abutting property owner at his expense.

(b) The Town of East Hartford shall not be liable to any person injured in person or property caused by the presence of ice or snow on a public sidewalk unless the Town of East Hartford is the owner or in possession and control of land abutting such sidewalk, other than land used as a highway or street.

Effective: 7/6/83

Sec. 18-32. Failure to Install Walks; Installation by Town; Assessment of Costs.

(a) Whenever the owner of any premises fronting upon any street in the Town neglects or refuses to comply with orders from the Director of Public Works to install public sidewalks, the Director shall cause the construction of the sidewalks, the expense of the same to be recovered from the owner by the Town.

(b) The Assessment of the cost of such installation upon the properties benefited thereby shall be on a "per front foot basis."

(c) When total costs and final assessments of the installation for public sidewalks are ascertained, the Director of Public Works shall cause liens to be filed against all abutting properties.

Sec. 18-33. Failure to Repair Walks; Repair by Town, Assessment of Costs.

(a) Whenever the owner of any premises fronting upon any street in the Town neglects or refuses to keep his sidewalk in good repair, or fails to perform any of the duties imposed upon him by any Section of this Article, after the expiration of the time within which he is required by notice to do so, the Director of Public Works shall cause work or repairs to be done and the expense of the same to be recovered from the owner by the Town, in addition to the penalty incurred by him for such neglect or refusal.

(b) Upon delivery to the Director of Finance by the Director of Public Works of any assessment for replacing, cleaning or repairing a sidewalk, the Director of Finance is authorized to collect from the property owner designated by the Director of Public Works the total amount of such bill, plus a service charge of eight per cent (8%) of the amount of the bill; provided that the minimum service charge on any bill shall be two dollars and fifty cents (\$2.50) and the maximum service charge shall be fifteen dollars (\$-15-.00).

(c) Whenever the property owner fails to pay the costs, charges and penalties, the Director of Finance shall cause a lien to be filed against said property.

Sec. 18-34. Ordering Replacement of Sidewalk Beyond Repair.

The Director of Public Works, when notified by the Director of Inspections and Permits that an existing sidewalk is in such condition that it cannot be suitably repaired and the public interests so requires, may order the owner of land fronting upon any street in the Town to replace the sidewalk laid in front of such property by laying a concrete sidewalk of such composition, width, and thickness and within such reasonable time as the Director may prescribe.

Sec. 18-35. Maintenance of Sidewalks; Removal of Litter and Obstructions.

Every person owning land within the Town upon or adjacent to which is a sidewalk, whether constructed by him or not, shall at all times keep the sidewalk in safe condition for the use of the public and shall have repaired all defects which may occur in the sidewalk and at all times remove therefrom all obstructions or any substance, and all litter of leaves, grass, gravel, dirt or other things which would in any way impede or imperil public travel upon sidewalk or to render it unsafe.

(C) Highways and sidewalks. (i) Lay out, construct, reconstruct, alter, **maintain, repair**, control, operate, and assign numbers to streets, alleys, highways, boulevards, bridges, underpasses, **sidewalks**, curbs, gutters, public walks and parkways;

(ii) Keep open and safe for public use and travel and free from encroachment or obstruction the streets, sidewalks and public places in the municipality;

(iii) Control the excavation of highways and streets;

(iv) Regulate and prohibit the excavation, altering or opening of sidewalks, public places and grounds for public and private purposes and the location of any work or things thereon, whether temporary or permanent, upon or under the surface thereof;

(v) Require owners or occupants of land adjacent to any sidewalk or public work to remove snow, ice, sleet, debris or any other obstruction therefrom, provide penalties upon their failure to do so, and cause such snow, ice, sleet, debris or other obstruction to be removed and make the cost of such removal a lien on such property;

(vi) Grant to abutting property owners a limited property or leasehold interest in abutting streets and sidewalks for the purpose of encouraging and supporting private commercial development;

Sec. 18-36. Maintenance of Tree Belt.

(a) The abutting owner shall maintain the ground surface of the tree belt, if any, between the sidewalk and the curb in a neat and graded manner, free and clear of all bushes and trees, unless planted by the Town, standing grass, and litter of every sort and free of holes and defects which would constitute a danger to pedestrians.

(b) As used in this Section, abutting owner shall mean the owner of land whose property line abuts any street right of way, regardless of the distance between any paved street or sidewalk and the owner's property line.

Sec. 18-37. Maintenance of Sidewalks Abutting Town Property.

It shall be the duty of the Director of Public Works to repair all sidewalks located in streets and abutting property belonging to the town or under the control of any department or agency of the Town, together with curbs abutting Town streets, except driveways not owned by the Town.

Sec. 18-38. Removal of Snow, Ice, Sleet, Debris and Obstructions From Sidewalks.

(a) The owner, agent of the owner or occupant of premises bordering on any street or public place within the town where there is an established sidewalk shall cause

to be removed therefrom any and all snow, ice, sleet, debris or any other obstruction. Snow and sleet shall be removed within eight (8) hours after the same shall have fallen or formed upon the sidewalk if the fall or formation of snow and sleet has occurred during daylight hours. If the fall or formation of such snow and sleet occurs between sunset and sunrise, same shall be removed from the sidewalk within eight (8) hours after sunrise. Obstructions other than snow, ice and sleet shall be removed immediately after they have appeared on a sidewalk.

(b) Any formation of ice upon a sidewalk shall be removed immediately, except that, when weather conditions are such as to make the removal of ice from a sidewalk impracticable, the sidewalk shall be made safe and convenient for travel by covering the ice with sand, salt, sifted ashes or some other suitable substance that will provide adequate traction.

(c) Every owner, agent or occupant to have violated any provision of subsections (a) or (b) above shall be issued a written warning by the Town's Director of Inspections and Permits or his designees directing such owner, agent or occupant to cure such violation within three (3) hours after the issuance of the warning. If such violation is not corrected within the time set out in the warning, the owner, agent or occupant will be issued an infraction ticket by the Sidewalk Inspector which will subject such owner, agent or occupant to a fine of fifty (\$50.00) dollars for the first violation. Failure by the owner, agent or occupant to cure the violation after issuance of the infraction ticket will result in the issuance of an additional infraction ticket by the Director of Inspections and Permits for each day the violation remains unabated, each of which will subject the owner, agent or occupant to a fine of ninety (\$90.00) dollars.

(d) The Town may, at any time after the issuance of the first infraction ticket to an owner, agent or occupant, cure such owner, agent or occupant's continuing violation by causing the removal of the snow, ice, sleet, debris or obstruction which caused the issuance of the citation and recover its costs from the offending owner, agent or occupant, plus legal interest thereon, as provided in Connecticut General Statutes Section 7-148(c)(6)(C)(v), by filing a lien against the property owned, managed or occupied by the offending owner, agent or occupant.

(e) Liability for Snow and Ice on Public Sidewalks

(1) The provisions of Connecticut General Statutes, Section 7-163a, are hereby adopted and are set forth in subsections (2) and (3) hereof.

(2) Notwithstanding the provisions of Section 13a-149 of the Connecticut General Statutes or any other general statute or special act, the Town of East Hartford shall not be liable to any person injured in person or property caused by the presence of snow, ice, sleet, debris or other obstruction on a public sidewalk unless the Town of East Hartford is the owner or person in possession and control of land used as a highway or street, provided that the Town of East Hartford shall be liable for its affirmative acts with respect to

such sidewalk.

(3) Responsibility of owners and abutters.

(a) The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of snow, ice, sleet, debris or other obstruction on such sidewalk toward the portion of the sidewalk abutting his property as the municipality had prior to the effective date of this chapter and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury.

(b) No action to recover damages for injury to the person or to property caused by the presence of snow, ice, sleet, debris or other obstruction on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two (2) years from the date when the injury is first sustained.



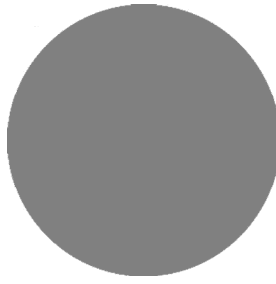
TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 13, 2024
TO: Richard F. Kehoe, Chair
FROM: Mayor Connor S. Martin
RE: REFERRAL: Fees Committee

Please see the attached letter from Development Director Eileen Buckheit for referral to the Fees Committee regarding the Building Department's permit fees.

Please place this item on the town council agenda for the March 19, 2024 meeting.

C: E. Buckheit, Development Director



TO: Mayor Connor Martin

FROM: Eileen Buckheit, Development Director

DATE: March 11, 2024

RE: Building fees referral

I am respectfully requesting a referral to the Fees Committee for Re-inspection fees related to the Building Department. Our current charge is \$10 for residential properties and \$20 for commercial properties.

Recently, several properties have required additional inspections and subsequent conversations with the building department staff has uncovered the fact that our current fees do not cover the staff time required to conduct additional inspections at certain properties. I wish to discuss an increase in that specific item on our permit fees.

Thank you for your consideration and let me know if you have any questions.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 15, 2024
TO: Richard F. Kehoe, Chair
FROM: Connor S. Martin, Mayor
RE: BID WAIVER: Town Hall enhancements

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver for the following enhancements to the Town Hall Mechanical, Electrical, and Plumbing (MEP) upgrade and renovations project.

The following contractor's bid waivers were previously approved by the council on February 20, 2024, however they did not account for the cost of prevailing wage. Below are the updated totals reflecting that requirement.

- 1. L. E. WHITFORD CO., INC. – Rekeying lock system, Bid waiver \$15,225**
 - Previous approved amount \$12,225. Increase from prevailing wage \$3,000.

- 2. DUPONT STORAGE SYSTEMS, INC. – Finance Shelving, Bid waiver \$17,778.32**
 - Previous approved amount \$16,000. Increase from prevailing wage \$1,778.32.

Please place this information on the Town Council agenda for consideration at the March 19, 2024 meeting.

C: M. McCaw, Finance Director
M. Enman, Purchasing Agent

**PROPOSED TOWN COUNCIL RESOLUTION REGARDING BID WAIVERS FOR
EAST HARTFORD TOWN HALL ENHANCEMENTS**

WHEREAS, during October of 2022, this Council authorized the Town Hall Mechanical Engineering, Plumbing, and Renovations project (the “Project”) to modernize the East Hartford Town Hall;

WHEREAS, the Project is nearing substantial completion;

WHEREAS, on February 6, 2024, this Council authorized the transfers of ARPA funds for certain additional listed Town Hall Improvements (“Improvements”);

WHEREAS, in order to complete the Improvements in a manner that saves on costs as well as in order to avoid any disruption to Town Hall employees and Town citizens the Town desires to seek the following bid waivers for the Town Hall Improvements; and

THEREFORE, BE IT RESOLVED, that the East Hartford Town Council does hereby find the following bid waivers to be in the best interest of the Town and does approve the following items:

1. pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council waive the bidding procedures required by Section 10-7(a) and ratify entry and further authorize the Town to enter into the follows agreements:
 - a. A contract with L. E. WHITFORD CO., INC. for Town Hall rekeying lock systems in an amount not to exceed \$15,225;
 - b. A contract with DUPONT STORAGE SYSTEMS, INC. for Town Hall Shelving in an amount not to exceed \$17,778.32
2. That Mayor, Connor S. Martin, is hereby authorized to make, execute and deliver all agreements, amendments, 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 this Resolution.

Marshall, Jason

From: Carrero, Jessica
Sent: Friday, March 15, 2024 3:55 PM
To: Kehoe, Richard; Martin, Connor; Fitzgerald, Robert; McCaw, Melissa; Tchelidze, Ekaterine
Cc: O'Sullivan, Paul; Enman, Michelle; Marshall, Jason
Subject: Council Agenda Bid Waivers & Resolution - Final
Attachments: 2024-03-19_Bid_Waiver_Update to Enhancements.docx; TOWN COUNCIL RESOLUTION - updated BID WAIVERS FOR EH TOWN HALL ENHANCEMENTS_3-14.docx

Importance: High

Good afternoon,

Attached are the final drafts. Jason had great feedback to better clarify this. Please note that from the previous bid waiver approvals on 2/20 only 2 of those contractors need to be revisited. Adams Ahern will not increase, they adjusted their pricing to account for prevailing wage to stay at \$49,200, and the painters labor already reflected prevailing wage.

In speaking with Robert he shared suggested motion to rescind the previous resolution for only those 2 contractors needing to be updated – here it is for your consideration.

1. Motion to Rescind

- a. MOVE THAT: this council does hereby rescind the Motions made by it on February 20, 2024 regarding: (1) A bid waiver to enter into contract with L. E. WHITFORD CO., INC. for Town Hall rekeying lock systems in an amount not to exceed \$12,225; (2); and A bid waiver to enter into contract with DUPONT STORAGE SYSTEMS, INC. for Town Hall Shelving in an amount not to exceed \$16,000

Please let me know if there is any need to amend the memo or resolution further. Hope everyone has a great weekend

Jessica Carrero
Durational Project Manager
Office of the Mayor
Town of East Hartford
860-291-7108 Office
860-966-9756 Cell
www.easthartfordct.gov





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 13, 2024
TO: Richard F. Kehoe, Chair
FROM: Mayor Connor S. Martin
RE: AMUSEMENT PERMIT APPLICATION

The following Amusement Permit is before you due to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3 (e), passed by the Town Council:

Sec. 5-3 (e):

(e) If the application is submitted pursuant to subsection (b) of section 5-1 of the Town Ordinances, within one week of receipt of written comments from the Directors, the Chief of Police shall forward those comments to the Town Council. The Chief of Police shall also forward to the Town Council written comments pertaining to the impact the proposed amusement would have on the areas under the purview of the Police Department and any recommended changes in the planned operations, as well as a statement as to whether the Police Department can supply adequate police protection.

Please add the following amusement permit on the Town Council agenda for the March 19, 2024 meeting.

- **Sounds of Summer Concert Series**
 - Thursdays at Amphitheater on June 13, 20, 27, July 11, 18, 25, and August 1 and 8; 8 6-8 PM (set up at 4:30 and cleanup around 8:30 PM).

C: M. Hawkins, Interim Chief of Police

CONNOR MARTIN
MAYOR

TOWN OF EAST HARTFORD
Police Department



East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

MACK S. HAWKINS
CHIEF OF POLICE

To: Mayor Connor Martin

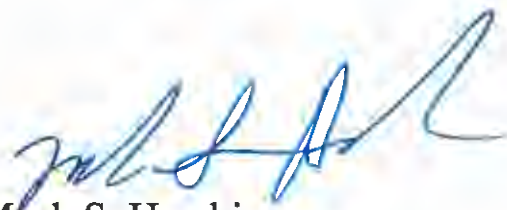
From: Police Chief Mack S. Hawkins

Date: March 11, 2024

Re: **Amusement Permit Application**
“Sounds of Summer Concert Series”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Mack S. Hawkins
Chief of Police

CONNOR MARTIN
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

MACK S. HAWKINS
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

March 11, 2024

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

**Re: Outdoor Amusement Permit Application
"Sounds of Summer Concert Series 2024"**

Dear Chairman Kehoe:

Attached please find the amusement permit application by the **East Hartford Parks and Recreation Department** by **Sean Dwyer, Assistant Director**. The applicant seeks to conduct a series of summer evening concerts at the **Amphitheater** located in **Great River Park** from **6pm to 8pm** with **set up at 4:30pm** and **clean up at around 8:30pm**. The concert dates, all **Thursdays**, are as follows:

June 13, 20, 27, 2024
July 11, 18, 25, 2024
August 1, 8, 2024

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

The **Risk Management and Office of Corporation Counsel** approve the application as submitted.

The **Fire Department** approves the application as submitted and **indicates there are no anticipated costs to their Department**. The Fire Marshal will need to inspect any food trucks that are present.

The **Health Department** approves the application as submitted and states **there are no anticipated costs to their Department**. They will work with Parks and Recreation regarding approved food vendors.

The **Parks & Recreation and Public Works Departments** approve the application as submitted and state **there are no anticipated costs to their Departments**.

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

- The **Police Department** can provide adequate police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.

- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- There are no anticipated costs to the Department for this event.

Respectfully submitted for your information

Sincerely,



Mack S. Hawkins
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Monday, February 26, 2024 8:25 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

okay

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Friday, February 23, 2024 9:17 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Good morning,

Attached are both the Director's Review & Notice and the application from the Town of East Hartford's Parks and Recreation Department for the "Sounds of Summer Concert Series".

Please have your comments to me by Friday, March 8th.

Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services/Operations Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
Office: 860-291-7631 Fax: 860-610-6290
arivera@easthartfordct.gov
www.easthartfordct.gov/police-department

Rivera, Augustina

From: Fitzgerald, Robert
Sent: Monday, March 11, 2024 12:30 PM
To: Rivera, Augustina
Cc: Corp Counsel
Subject: RE: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Tina:

This is okay by me. No comment.

Robert Fitzgerald

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, March 11, 2024 10:52 AM
To: Dwyer, Sean <SDwyer@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Good morning,

Your comments are overdue, could you send them to me.

Many thanks.

Tina

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Friday, February 23, 2024 9:17 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Good morning,

Attached are both the Director's Review & Notice and the application from the Town of East Hartford's Parks and Recreation Department for the "Sounds of Summer Concert Series".

Please have your comments to me by Friday, March 8th.

Thank you.

Tina

Fire Dept



Mack S Hawkins
Chief of Police

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



Connor Martin
Mayor

Administrative Review of Amusement Permit

Event Date: Thursdays: June 13, 20, 27; July 11, 18, 25; August 1, 8 of 2024

Event: "Sounds of Summer Concert Series"

Applicant: **East Hartford Parks and Recreation Department**
Sean Dwyer, Assistant Director

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

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

Stephen J. Alsup

Signature
Stephen Alsup, Assistant Fire Chief

02.25.2024

Date

Comments:

**TOWN OF EAST HARTFORD
FIRE MARSHALS OFFICE
ADMINISTRATIVE REVIEW
Amusement Permit**

DATE: 2/23/24

APPLICATION FOR: Sounds of Summer Concert Series

**APPLICANT: East Hartford Parks and Recreation Department
50 Chapman PL, East Hartford CT 06108
Sean Dwyer
860-291-7171
sdwyer@easthartfordct.gov**

DATE(S) OF EVENT: June 13, 20, 27, July 11, 18, 25, August 1, 8 4:30pm-8:30pm

Pursuant to your request, a review of the above application was completed and the following recommendation is made:

- The application is approved as submitted.
- The application be revised. Approved conditionally.
- The application is disapproved.
- No application to the Connecticut Fire Safety Code

COMMENTS: will need an inspection of any food trucks or inflatables



**JOHN PELOW
FIRE MARSHAL
TOWN OF EAST HARTFORD**



Mack S. Hawkins
Chief of Police

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



Connor Martin
Mayor

Administrative Review of Amusement Permit

Event Date: Thursdays: June 13, 20, 27; July 11, 18, 25; August 1, 8 of 2024

Event: "Sounds of Summer Concert Series"

Applicant: **East Hartford Parks and Recreation Department**
Sean Dwyer, Assistant Director

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

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ _____

Michael O'Connell 02/23/2024
Signature _____

Date

Comments:

Rivera, Augustina

From: Dwyer, Sean
Sent: Monday, March 11, 2024 11:00 AM
To: Rivera, Augustina; Trujillo, Alexander; Fitzgerald, Robert
Subject: RE: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Sorry Tina,

I actually wrote the OAP for Sounds of Summer.

Approved.

Sean

Sean Dwyer

Assistant Director
East Hartford Parks and Recreation
50 Chapman Place
East Hartford, CT 06108
Phone: 860-291-7171
Fax: 860-282-8239
www.easthartfordct.gov

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, March 11, 2024 10:52 AM
To: Dwyer, Sean <SDwyer@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Good morning,

Your comments are overdue, could you send them to me.

Many thanks.

Tina

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Friday, February 23, 2024 9:17 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>
Cc: Alsup, Steve <SAIsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell



Mack S. Hawkins
Chief of Police

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



Connor Martin
Mayor

Administrative Review of Amusement Permit

Event Date: Thursdays: June 13, 20, 27; July 11, 18, 25; August 1, 8 of 2024

Event: "Sounds of Summer Concert Series"

Applicant: **East Hartford Parks and Recreation Department**
Sean Dwyer, Assistant Director

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

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ 0.00

Alexander M. Trujillo 3/11/2024
Signature Date

Comments:

Rivera, Augustina

From: Hawkins, Mack
Sent: Thursday, March 7, 2024 2:50 PM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Tina,

I have reviewed the Outdoor Amusement Permit Application for Sounds of Summer Concert Series for 2024. I approve the application as submitted. Please mark the worksheet "Extra Attention" for the day(s) of the event.

Thank you,

Mack S. Hawkins

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

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Thursday, March 7, 2024 11:48 AM
To: Dwyer, Sean <SDwyer@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application - Sounds of Summer Concert Series 2024

Good morning,

Friendly reminder that the Sounds of Summer comments are due tomorrow.

Have a great afternoon.

Tina

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Connor Martin
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Mack S. Hawkins
Chief of Police

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

1. Name of Event:
Sounds of Summer Concert Series
2. Date(s) of Event:
June 13, 20, 27. July 11, 18, 25, August 1 & 8
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):
**Sean Dwyer
Work Phone: 860-291-7171 Email sdwyer@easthartfordct.gov
East Hartford Parks and Recreation Department, 50 Chapman Place**
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.
**East Hartford Parks and Recreation
50 Chapman Place
East Hartford CT 06108**
5. List the location of the proposed amusement: (Name of facility and address)
Great River Park Amphitheater. 301 E. River Drive, East Hartford, CT 06108
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
6:00 to 8:00 pm set up 4:30 pm. Take down to approximately 8:30 pm
7. Provide a detailed description of the proposed amusement:
Outdoor Concert held at the Amphitheater for the Sounds of Summer Concert Series

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

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? **Thursdays 6 to 8 pm**

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

All Ages

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

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

200 to 300 per show

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

a. Crowd size impact:

200 to 300 per show

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

See Attachment

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

See Attachment

d. Noise impact on neighborhood:

No Neighborhood nearby

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

Parks and Recreation Staff and Rangers will monitor throughout the event

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

None

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

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

Vehicles may enter from Main Entrance of Park

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

Cell Phone, communicate with Riverfront Ranger through the show

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

First Aid Kit

d. Crowd control plan:

Seating in the Amphitheater, grass area behind, walk ways open

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

Will Maintain

f. Provision of sanitary facilities:

Port-o-potties

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

a. Food available: Yes No **AND**

b. Contact has been made with the East Hartford Health Department Yes No.

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

Yes No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

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

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

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

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

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

a. False Statement is a Class A Misdemeanor.

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

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

Sean Dwyer

(Legal Name of Applicant)


(Applicant Signature)

Sean Dwyer

(Printed Name)

February 22, 2024

(Date Signed)

Assistant Parks and Rec. Director

(Capacity in which signing)

• (Click button to send application electronically to chpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included: YES
Liquor Permit Included: YES
Certificate of Alcohol Liability Included: YES
Time Waiver Request Included: YES
Fee Waiver Request Included: YES



Outdoor Amusement Permit Fees:

Sport, athletic contest, musical, operatic, dramatic, theatrical or pictorial performance or other exhibitions \$ 10 performance §5-6
Parades \$ 25 each parade §5-6
Fireworks display or air show \$ 25 performance §5-6
Carnival, rodeo, circus, or tent show \$ 100/day §5-6

Total Assessed Amusement Permit Fee N/A


Received By: Augustina Rivera

Employee Number: 9099

Date & Time Signed: 2/23/24 7:30 AM PM

Time remaining before event: 111 days.

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

North 

① Sounds of Summer Parking Plan

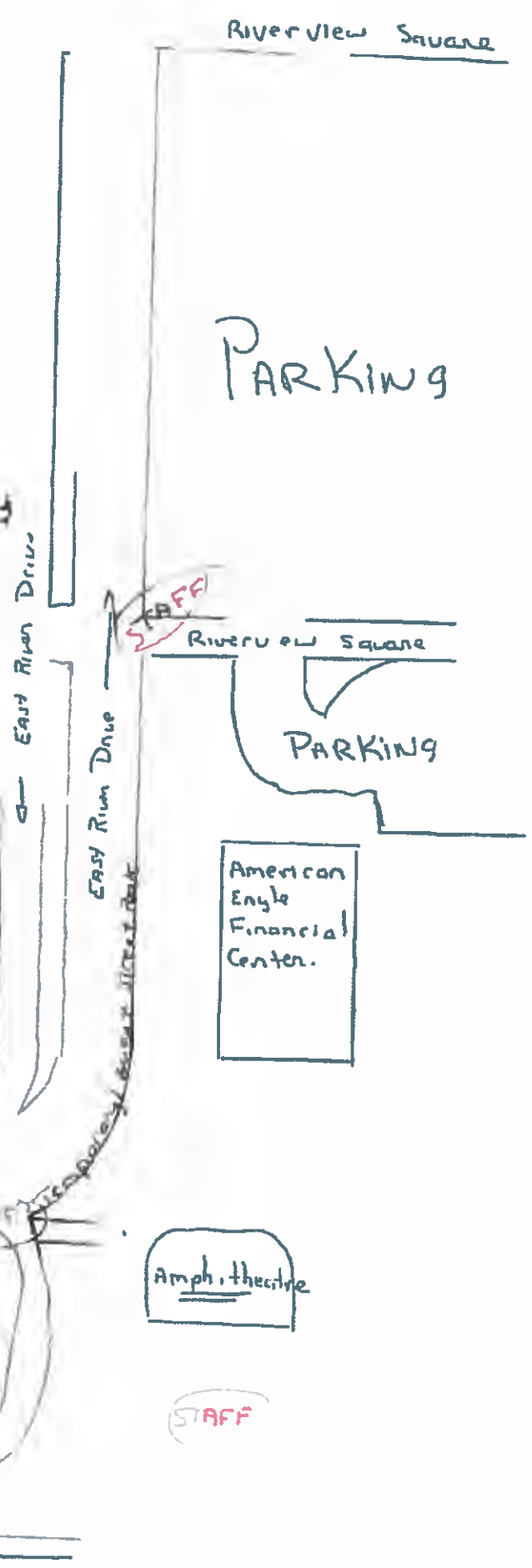
① 4 STAFF

- a) Amphitheatre - site supervisor
- b) Boat Ramp Lot - Reserve 8 to 12 Handicapped spaces
- c) Park entrance - directing concert goers
- d) Riverview Square / American Eagle Parking lot.

2) will need Temporary / Event Street Parking from Farthest Lower Parking entrance south to Riverview Square

3) Need to get contact and permission to use American Eagle Financial Center

4) Expecting 75 to 100 cars



East River Drive

Temporary / Event Street Parking

NEAT River Parking Lot
42 spaces

2 Handicapped
Regular
F Double.

NOTE - STAFF can block off
8 to 12 spaces

Amphitheatre

STAFF

STAFF