

TOWN COUNCIL AGENDA  
COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"  
50 Chapman Place  
EAST HARTFORD, CONNECTICUT  
April 18, 2023

Executive Session 6:45 PM

Public Hearing Re: Fund Balance and Reserve Fund Ordinance 7:15 PM- [Click here to join the meeting](#)

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This Town Council meeting is accessible through "Microsoft Teams" [929-235-8441](tel:929-235-8441)  
**Conference ID: 604 461 407#** 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. April 4, 2023

6. COMMUNICATIONS AND PETITIONS

- A. Presentation of Donate Life Proclamation to Art Parker

7. OLD BUSINESS

8. NEW BUSINESS

- A. FEMA Assistance to Firefighters Grant Application re: Smoke Alarms
- B. Bid Waiver: Outside Perspectives Outdoor Challenge and Youth Leadership Training
- C. Historic Document Preservation Grant
- D. Recommendation from Ordinance Committee re: Reserve Fund Requirements Ordinance
- E. Recommendation from Tax Policy Committee re: Tax Stabilization Agreement for 1-36 Jaidee Drive
- F. Recommendations from Fees Committee re: Fire and Building Inspection Permit Fees
- G. Referral to Personnel and Pensions Subcommittee re: Job Description and Compensation Plan for Assistant Collector of Revenue
- H. Amusement Permit Application re: Lung Force Walk

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. The pending superior court case known as: ALLISON, IAN v. TOWN OF EAST HARTFORD, Docket No: HHD-CV22-6151552-S
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: May 2, 2023 at Community Cultural Center)

EAST HARTFORD TOWN COUNCIL

COMMUNITY CULTURAL CENTER AUDITORIUM

April 4, 2023

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson (Arrived 7:38 pm), Minority Leader John Morrison, Councillors Angela Parkinson (via Teams), Awet Tsegai, Travis Simpson, Thomas Rup and Harry Amadasun, Jr.

ABSENT

ALSO Mayor Michael P. Walsh  
PRESENT Melissa McCaw, Finance Director (via Teams)  
Connor Martin, Chief of Staff (via Teams)  
Sarah Morgan, Library Director (via Teams)  
Paul Neves, Lieutenant, East Hartford Police Department  
Ted Fravel, Director of Parks and Recreation

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:32 pm. The Chair stated that this meeting was also available to the public through the “Teams” platform.

The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the Pledge of Allegiance.

AMENDMENTS TO THE AGENDA

MOTION By Don Bell  
seconded by Tom Rup

to **add** the following item to the agenda:

Item 8L: Waiver of Bid re: Repairs to the Public Safety Impound Garage

Motion carried 8/0

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Sam Pines, Director of Fixed Operations at Hoffman Auto Group, spoke in favor of the referral to Fees committee regarding a request for reduction of permit fees for a planned construction project at 650 Connecticut Boulevard and asked for expedited review as they have construction crews ready to proceed..

Mayor Walsh

- wished all a good evening

- read the following proclamation in recognition of National Donate Life Month in light of the fact that we are unable to raise the Donate Life flag at Town Hall due to construction

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*“Donate Life Month”*

**WHEREAS**, *National Donate Life Month (NDLM) was instituted by Donate Life America and its partnering organizations in 2003. Celebrated in April each year, NDLM features an entire month of local, regional and national activities to encourage Americans to register as organ, eye and tissue donors; and*

**WHEREAS**, *over 104,2234 people are waiting in the United States for a life-saving transplant and a second chance at life with more than 1,300 individuals waiting here in Connecticut; and*

**WHEREAS**, *we celebrate with those who are here today through the gift of life, because they are a living example of being a recipient, but the critical donor shortage remains a public health crisis, and an average of more than 17 Americans die daily waiting for an organ transplant; and*

**WHEREAS**, *through this observance, East Hartford stands with individuals, families and communities to thank, remember and honor those who have chosen to be donors and have saved lives through their generous and selfless gift; and*

**WHEREAS**, *registered donors provide hope, strength and life, and all who wish to register to become a donor can do so through the Department of Motor Vehicles by sharing their wishes with family members, or by registering online with Life Choice Donor Services, a Donate Life Organization.*

**NOW, THEREFORE, I, Michael P. Walsh, Mayor of the great Town of East Hartford, do proclaim April 2023 as;**

*“Donate Life Month”*

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- All Town offices, including the East Hartford transfer station, will be closed on Friday, April 7, 2023 in observance of Good Friday. Please be advised that curbside waste pickup schedule will remain unchanged. Weekly trash and recycling collection will occur based on the regular schedule.
- Parks and Recreation is now accepting applications for Summer 2023 employment opportunities at the Town’s five outdoor aquatic facilities.
- East Hartford, CT— East Hartford Parks and Recreation is now accepting registrations for April Break Camp for students in grades 1-6. Camp is held at the Goodwin Elementary School Gymnasium, 1235 Forbes St.
- East Hartford Senior Center invites individuals 55 and older to a Petting Zoo & Smoothies event on May 6th at the Senior Center (15 Milbrook Drive).

- East Hartford residents Chris and Ashley Tierinni are collecting non-perishable, non-expired, food donations to help stuff the backpacks and support local children. Monetary donations are also welcome.
- The East Hartford Board of Education appointed Thomas Anderson, a graduate of East Hartford Public Schools, as its new Superintendent of Schools at a special meeting on March 22, 2023. His role is effective July 1, 2023.
- East Hartford Social Services will begin accepting applications for the 2023 Renters Rebate Program starting April 1 and through October 1, 2023. The program is offered through the State of CT Office of Policy and Management to provide elderly and disabled renters with a refund check, based on the amount of rent and utilities they paid in 2022.
- East Hartford Senior Center invites individuals 55 and older to a Latin Dinner Dance on April 21 at 5:30 PM at the Senior Center (15 Milbrook Drive). Musical Performance will be provided by The Latin Heartbeat Jazz Ensemble.

APPROVAL OF MINUTES

March 21, 2023 Executive Session

MOTION By Sebrina Wilson  
seconded by Travis Simpson

to **approve** the minutes of the March 21, 2023 Executive Session

Motion carried 9/0

March 21, 2023 Regular Meeting

MOTION By Sebrina Wilson  
seconded by John Morrison

to **approve** the minutes of the March 21, 2023 Regular Meeting

Motion carried 9/0

March 22, 2023 Combined Meeting re: Draft Affordable Housing Plan

MOTION By Sebrina Wilson  
seconded by Travis Simpson

to **approve** the minutes of the March 22, 2023 Combined Meeting with the Planning and Zoning Commission re: Draft Affordable Housing Plan

Motion carried 9/0

COMMUNICATIONS AND PETITIONS

Disposition of Obsolete or Broken Town-Owned Equipment

The Chair shared that the Administration is planning to place in auction a “J&J” model railroad set that is currently housed at McCartin School. Public notice will be provided in advance of the auction.

Resignation/s from Boards and Commissions

The Chair stated that Steven Strange has resigned from his position on the Historic District Commission. The Council and Administration recognize Mr. Strange for his dedicated years of service on the Commission.

OLD BUSINESS

NEW BUSINESS

Council Resolution - AccelerateCT Summer Program Expansion Grants

MOTION       By Angie Parkinson  
                  seconded by Tom Rup

to **adopt** the following resolution:

**WHEREAS**; the State of Connecticut has announced the dedication of funding toward the expansion of programs that connect students to high-quality summer enrichment and recreational opportunities; and;

**WHEREAS**; these grants will be awarded to entities to expand existing enrichment opportunities and increase access for children who might otherwise not have access to summer camp or programming.

**NOW THEREFORE LET IT BE RESOLVED**; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut Department of Education as they pertain to this AccelerateCT Summer Program Expansion Grant.

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

Council Resolution - 2023 Speed & Aggressive Driving Enforcement Program

MOTION       By Don Bell  
                  seconded by John Morrison

to **adopt** the following resolution:

**WHEREAS**; the Connecticut Department of Transportation (DOT) has made funding available under the FY 2023 Speed & Aggressive Driving Enforcement Program, and;

**WHEREAS**; this funding will allow the East Hartford Police Department to participate in grant funded overtime enforcement through the use of dedicated speed and aggressive overtime enforcement patrols.

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the DOT as they pertain to this Speed & Aggressive Driving Enforcement grant.

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

Setting of Public Hearing Date re: Reserve Fund Requirements Ordinance

MOTION By Sebrina Wilson  
seconded by John Morrison

to set a public hearing date of April 18, 2023 @ 7:15 pm in the Community Cultural Center Auditorium as well as via the Teams platform to hear public comment on the Fund Balance and Reserve Fund and revisions to subsection (b) of section 10-52 of town Ordinances with language that is consistent with the draft dated March 27, 2023 as recommended at the March 27, 2023 Ordinance Committee meeting.

Motion carried 9/0

Recommendation from Tax Policy Committee re: Tax Lien Sales

MOTION By Angie Parkinson  
seconded by Tom Rup

to **authorize** the administration to conduct a tax lien sale by way of a request for proposal (RFP) and to seek and receive sealed bids pursuant to an invitation to bid on a number of tax liens held by the town on specific real property, totaling \$1,430,365.44, as stated on lists produced by Finance Director Melissa McCaw and attached to a memorandum dated March 29, 2023 from Finance Director Melissa McCaw to Mayor Michael P. Walsh subject to the following four conditions:

1. The Collector of Revenue shall notify the record owner of each property subject to a lien that is to be included in the tax lien sale, by certified mail, that the lien is being included in the request for proposal and invitation to bid, and that the owner should contact the Town immediately to pay the taxes or seek a payment plan if they wish to keep the Town's tax liens on their property from being sold;

2. In order to qualify for a payment plan, the property owner must meet the following three criteria:

- They must remit 25% of the outstanding amount due
- They cannot have defaulted on a prior payment arrangement
- Their property must not have active property code violations;

3. The letters from the Collector of Revenue to each property owner shall notify the property owner that the purchaser of the tax lien on their property shall have the right to foreclose on that property; and

4. The Administration shall return to the Town Council with the results of the request for proposal and that the proposal for each tax lien must be approved by the Town Council before it is sold.

Motion carried 9/0

Referral to Tax Committee re: Tax Stabilization Agreement for 1-36 Jaidee Drive “Easton Place”

MOTION By Angie Parkinson  
seconded by Travis Simpson

to **refer** to the Tax Policy Committee the Proposed Tax Stabilization Agreement for Easton Place (1-36 Jaidee Drive) provided in an email from Mayor Michael P. Walsh to Town Council Chair Richard Kehoe on March 29, 2023 and report back to the Town Council with its recommendations, if any.

Motion carried 9/0

Referral to Tax Policy and Fees Committees re: Permit Fee Reduction at 650 Connecticut Boulevard

MOTION By Harry Amadasun  
seconded by Tom Rup

to **refer** to the Fees Committee a request from the Hoffman Group for review and reconsideration of permit fees on proposed development project located at 650 Connecticut Boulevard as provided in a memo from Mayor Mike Walsh to Town Council Chair Rich Kehoe dated March 28, 2023 and **refer** the fire and building inspection permit fees to the Fees Committee and report back to the Town Council with its recommendations, if any.

Motion carried 9/0

Referral to Fees Committee re: Use of Cricket Field at Shea Park

MOTION By Harry Amadasun  
seconded by John Morrison

to **refer** to the Fees Committee a request to engage in leasing of the Cricket Field located at Shea Park, 55 Mercer Avenue and report back to the Town Council with its recommendations, if any.

Motion carried 9/0

Recommendations from Personnel and Pensions Subcommittee re: Job Descriptions  
Human Resources & Chief Diversity Officer



MOTION By Awet Tsegai  
Seconded by Tom Rup

to **approve** the revised Job Description for the position of “Human Resources & Chief Diversity Officer” dated March 1, 2023 as provided by the Department of Human Resources and presented at the Personnel and Pensions Subcommittee meeting held on March 30, 2023.

Motion carried 9/0

Deputy Director of Health and Human Services

MOTION By Awet Tsegai  
Seconded by Tom Rup

to **approve** the revised Job Description for the position of “Deputy Director of Health and Human Services” dated January 3, 2023 as provided by the Department of Human Resources and presented at the Personnel and Pensions Subcommittee meeting held on March 30, 2023.

Motion carried 9/0

Youth Outreach Coordinator

MOTION By Awet Tsegai  
Seconded by Tom Rup

to **approve** the proposed Job Description for the position of “Youth Outreach Coordinator” in the Youth Services Department, dated January 1, 2023 as provided by the Department of Human Resources and presented at the Personnel and Pensions Subcommittee meeting held on March 30, 2023.

Motion carried 9/0

Custodian I- Public Works

MOTION By Awet Tsegai  
Seconded by Tom Rup

to **approve** the revised Job Description and Compensation Plan for the position of “Custodian I” in the Department of Public Works dated April 1, 2023 as provided by the Department of Human Resources and presented at the Personnel and Pensions Subcommittee meeting held on March 30, 2023.

Motion carried 9/0

Custodian I- Library

MOTION By Awet Tsegai

Seconded by Tom Rup

to **approve** the revised Job Description and Compensation Plan for the position of “Custodian I” at East Hartford Public Library dated April 1, 2023 as provided by the Department of Human Resources and presented at the Personnel and Pensions Subcommittee meeting held on March 30, 2023.

Motion carried 9/0

#### Custodian I- Police Department

MOTION By Awet Tsegai  
Seconded by Tom Rup

to **approve** the revised Job Description and Compensation Plan for the position of “Custodian I” in the Police Department dated April 1, 2023 as provided by the Department of Human Resources and presented at the Personnel and Pensions Subcommittee meeting held on March 30, 2023.

Motion carried 9/0

#### Amusement Permit Applications

##### 17<sup>th</sup> Abelon Memorial Walk

MOTION By Harry Amadasun  
Seconded by John Morrison

to **approve** the outdoor amusement permit application entitled “17th Abelon Memorial Walk” as submitted by Scott Sansom, Chief of Police, scheduled for Saturday, May 13, 2023 on the grounds of Connecticut IB Academy, 857 Forbes Street proceeding to Sunset Ridge School (450 Forbes Street) and back, 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 and to **waive** the associated permit fee under the provisions of Section 5-6(a) in the Town of East Hartford Code of Ordinances, as this is a not-for-profit event.

Motion carried 9/0

#### Memorial Day Parade

MOTION By Sebrina Wilson  
seconded by John Morrison

to **approve** the outdoor amusement permit application entitled “Memorial Day Parade” as submitted by Scott Sansom, Chief of Police, scheduled for Monday May 29, 2023 from 10:00 am- 3:00 pm starting at Riverside Drive to the Fallen Star Memorial at Goodwin University, 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

#### Juneteenth Celebration

MOTION By Don Bell  
seconded by Travis Simpson

to **approve** the outdoor amusement permit application entitled “Juneteenth Celebration” as submitted by Scott Sansom, Chief of Police, scheduled for June 17, 2023 from 11:00 am- 4:00 pm at Town Green/Memorial Park with a rain date of Sunday June 18, 2023 with the same hours, 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

#### Sounds of Summer Concert Series

MOTION By Sebrina Wilson  
seconded by Tom Rup

to approve the outdoor amusement permit application entitled “Sounds of Summer Concert Series” as submitted by Scott Sansom, Chief of Police, to be held at the Amphitheater located in Great River Park scheduled for the following Thursdays: June 15, June 22, June 29, July 6, July 13, and July 27, from 6:00 to 8:00 pm, with rain dates of Thursdays August 3 and August 10, 2023 with the same hours, 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

#### Annual Car Show

MOTION By Harry Amadasun  
seconded by Tom Rup

to **approve** the outdoor amusement permit application entitled “Annual Car Show” as submitted by Scott Sansom, Chief of Police, scheduled for Saturday, July 8, 2023 from 1:00 pm to 4:00 pm at Sunset Ridge Middle School located at 450 Forbes Street, with a rain date of Saturday, July 15, 2023 with the same hours 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

Refund of Taxes

MOTION By Harry Amadasun  
seconded by John Morrison

to **approve** a total refund of taxes in the amount of \$17,795.23 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.	Int Paid	Over Paid
2021-01-0000003	101 GOODWIN EAST L L C	49 LYNDAL STREET	MANCHESTER, CT 06040	101 GOODWIN ST	0	-\$5.00
2021-01-0000178	ABBOTT BARBARA S	32 MIDDLE DR	EAST HARTFORD, CT 06118	32 MIDDLE DR	0	-\$2,467.59
2021-03-0056123	CHAMROEN CHAO	303 FOREST ST	EAST HARTFORD, CT 06118-2451	2016/2T2BZMCA8GC051204	0	-\$161.33
2021-04-0081410	COLON SARO	886 MAIN ST APT 907	EAST HARTFORD, CT 06108-2228	2005/2C8GP54L85R429703	0	-\$7.47
2021-01-0003225	CORBIN WAYNE	5 RIVERMEAD BLVD	EAST HARTFORD, CT 06118	5 RIVERMEAD BLVD	0	-\$45.36
2021-01-0057845	CRISTOBAL-ZARATE GIOVANNY	205 GREEN MANOR DR	EAST HARTFORD, CT 06118-3523	2005/JKBVNKA195A016327	0	-\$29.51
2021-03-0057846	CRISTOBAL-ZARATE GIOVANNY	205 GREEN MANOR DR	EAST HARTFORD, CT 06118-3523	2011/1D7RV1CT5B5563708	0	-\$100.53
2021-03-0061255	ENTERPRISE FM TRUST ATTN: MGARNETT PPT	9315 OLIVE BLVD	ST. LOUIS, MO 63132	2018/1FM5K8D83JGC46950	0	-\$318.92
2021-01-0082421	FINANCIAL SER VEH TRUST ATTN: TAX DEPT	1400 CITY VIEW DR	COLUMBUS, OH 43215-1477	2021/WBA13AR05MCG65968	0	-\$1,329.24
2021-03-0053541	GARVEY JOAN	481 TOLLAND ST	EAST HARTFORD, CT 06108-2560	2012/2T3BF4DV2CW262753	0	-\$302.30
2021-01-0005982	GREENE DONALD W	174 LOMBARDO DR	EAST HARTFORD, CT 06118	174 LOMBARDO DR	0	-\$136.30
2020-03-0065007	HARLEY TIMOTHY AND DEBRA	111 TEMPLE DR	EAST HARTFORD, CT 06108-1335	2016/1N4AA6AP7GC902806	0	-\$527.86
2021-03-0065099	HARLEY TIMOTHY AND DEBRA	111 TEMPLE DR	EAST HARTFORD, CT 06108-1335	2016/1N4AA6AP7GC902806	0	-\$415.16
2021-01-0010619	HENRY LESHAUN	27 MAY ST	EAST HARTFORD, CT 06108	27 MAY ST	0	-\$2,571.11
2021-03-0066211	HONDA LEASE TRUST	11675 GREAT OAKS WAY SUIT ALPHARETTA, GA 30022		2017/1HGCR2F33HA137084	0	-\$438.54
2021-03-0066426	HORIZON SERVICES CORPORATION	250 GOVERNOR STREET	EAST HARTFORD, CT 06108	2018/2G1105S36J9113931	0	-\$41.71
2021-03-0066634	HUTCHINS GRACELYN J	83 ENSIGN ST	EAST HARTFORD, CT 06118	2019/KMHH35LE4KU094762	0	-\$392.86
2021-03-0066757	HYUNDAI LEASE TITLING TRUST	3161 MICHELSON DR SUITE 11	IRVINE, CA 92612	2019/5XYPGDA35KG549846	0	-\$295.71
2021-01-0002857	JAY C TRUCKING LLC	79 MICHAEL AVENUE	EAST HARTFORD, CT 06108	79 MICHAEL AVE	0	-\$88.35
2021-01-0015297	KAD EAST HARTFORD REALTY LLC	583 SOUTH ST	NEW BRITAIN, CT 06051	68R ALNA LN REAR	0	-\$1,439.51
2021-03-0068692	KEARNS DEBRA A	144 HOLLAND LN	EAST HARTFORD, CT 06118-1727	2003/WAULT64B33N044596	0	-\$40.72
2021-03-0007416	KERR KATHERINE M	670 NORTH MAIN ST	MANCHESTER, CT 06042	50 NORTHBROOK CT	0	-\$100.00
2021-04-0087690	LOPEZ DIAZ FELIX J JR	72 WARREN DR	EAST HARTFORD, CT 06118-1140	2003/1N6ED27Y13C464996	0	-\$49.34
2021-03-0070895	MAHONEY PATRICK J	173 BRENTMOOR RD	EAST HARTFORD, CT 06118-1709	2017/4T1BF1FK7HU771013	0	-\$220.73
2021-03-0071773	MATHESON DAVID W	23 PHILLIPS FARM RD	EAST HARTFORD, CT 06118-1258	2018/3C4NJDB89JT190779	0	-\$280.62
2021-03-0009126	MCGOWAN MELVIN H	385 BREWER ST	EAST HARTFORD, CT 06118	385 BREWER ST	0	-\$10.00
2021-03-0073350	MOORE BRIAN A	140 MAIN ST	BALTIC, CT 06330	2018/454BSACXJ3285414	0	-\$137.47
2021-03-0010585	P & W AIRCRAFT CLUB	200 CLEMENT RD	EAST HARTFORD, CT 06118	200-B CLEMENT RD	0	-\$3,539.00
2021-03-0077954	QUINTERO CARLOS A	241 KING ST	EAST HARTFORD, CT 06108-1019	2011/4JG8B88G89BA635221	0	-\$280.78
2021-03-0085647	RESTORATION SPECIALISTS LLC	18 E FRANKLIN ST	DANBURY, CT 06810	2022/3GNAXSEV5NS172998	0	-\$236.28
2021-03-0012991	SCHWARTZ ESMUND TRUSTEE FOR E	347 BUTTONBALL LN	GLASTONBURY, CT 06033	421 TOLLAND ST 308	0	-\$10.00
2021-04-0014354	THOMAS SARA & WILLIE F	19 WAKEFIELD CIRCLE	EAST HARTFORD, CT 06118	19 WAKEFIELD CIR	0	-\$189.60
2021-02-0041701	WHITE & KATZMAN MGMT INC	111 ROBERTS ST STE G-1	EAST HARTFORD, CT 06108	111 ROBERTS ST	0	-\$956.61
2021-01-0015709	WORON THOMAS C & JULIA W	16 BANTLE ROAD	EAST HARTFORD, CT 06118	2020/4S4BTACC6L3125255	0	-\$365.50
2021-03-0087627	WORON THOMAS C & JULIA W	16 BANTLE ROAD	EAST HARTFORD, CT 06118	16 BANTLE RD	0	-\$264.22
<b>TOTAL</b>						<b>-\$17,795.23</b>

Referral to Ordinance Committee re: Tree Board

MOTION By Sebrina Wilson  
seconded by John Morrison

to **refer** to the Ordinance Committee the adoption of a tree board ordinance for the purpose of continuing to qualify as a Tree City.

Motion carried 9/0

Waiver of Bid: Repairs to the Public Safety Impound Garage

MOTION By Don Bell  
seconded by Travis Simpson

that pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the requirement to obtain three quotes under Section 10-7(a) of the Town of East Hartford Code of Ordinances to allow the Department of Public Works to engage Orlando Annulli & Sons to make repairs to the new PSC Impound Garage that was damaged on February 17, 2023 at a cost of \$25,663.30 as requested in a memo from Mayor Michael P. Walsh to Town Council Chair Richard Kehoe dated April 3, 2023.

Motion carried 9/0

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Morrison asked if there were plans to host any town event to celebrate the July 4<sup>th</sup> holiday. *The Mayor stated that while a regional fireworks event was held previously, given the crowd control and safety concerns from past events, nothing is currently planned.*

Councillor Wilson requested that the Administration consider alternative options and funding sources to provide for a community event for the 4<sup>th</sup> of July holiday.

Councillor Amadasun proposed consideration of a ticketed event as an option to limit crowd and supplement costs. *Chief of Staff Martin made the suggestion of a Food Truck festival, and Administration will look into options.*

Councillor Amadasun also shared that painting of the commissioned art project at the Gold Star Pool House in Goodwin Park will begin in the coming days.

Councillor Tsegai commended the Administration on the installation of lighting poles along Roberts Street in the efforts of improved resident safety.

Mayor Walsh stated that a Public Hearing is scheduled for April 12 at 7 pm at the Community Cultural Center regarding a redevelopment proposal of 160 and 182 Governor Street. Included in the proposal is a convenience store, gas station and car wash.





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 10, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: RESOLUTION: Fire Prevention and Safety Program Grant

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Attached is a draft Town Council resolution authorizing for the Mayor to apply to the Federal Emergency Management Agency (FEMA) for funding available under the Fire Prevention and Safety (FP&S) Program

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 application requests funding for the following:


- If successful in this application to FEMA, the Fire Department will use the funds to purchase 400 smoke alarms each year for the next two years. These smoke detectors would be available free to the public as part of the Department's smoke detector program.

Please place this item on the Town Council agenda for the April 18, 2023 meeting.

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

GRANTS ADMINISTRATION  
MEMORANDUM

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**TO:** Mayor Michael P. Walsh  
**FROM:** Paul O'Sullivan, Grants Manager   
**SUBJECT:** Council Resolution – Fire Prevention and Safety Program Grant  
**DATE:** April 6, 2022

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Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Federal Emergency Management Agency (FEMA) for funding available under the Fire Prevention and Safety (FP&S) Program.

The objectives of the FP&S Program are to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, strategic national projects, prevention efforts, and research and development.

If successful in this application to FEMA, the Fire Department will use the funds to purchase 400 smoke alarms each year for the next two years. These smoke detectors would be available free to the public as part of the Department's smoke detector program.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on April 18, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Stephen Alsup, Assistant Fire Chief



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

Grant Description: Fire Prevention and Safety Program Grant

Funder: Federal Emergency Management Agency (FEMA)

Grant Amount: \$15,976

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

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

Is a local match required?     Yes     No

If yes, how much?    Five Percent

From which account? G5319-62237 Fire Prevention Materials

Grant purpose:    To provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, strategic national projects, prevention efforts, and research and development.

Results achieved:    Purchase of 400 smoke alarms each year for the next two years. These smoke detectors would be available free to the public as part of the Department's smoke detector program.

Duration of grant:    Two years

Status of application: Submitted

Meeting attendee:    Chief Kevin Munson, x 7402

Comments:    Grant deadline did not allow for Council consideration prior to submittal. If Council approval is not secured, application will be withdrawn.

# FY 2022 Fire Prevention and Safety Program

---

The Fiscal Year (FY) 2022 Fire Prevention and Safety (FP&S) Program will make \$36 million directly available to fire departments and non-profit organizations to strengthen community fire prevention programs and to support scientific research on innovations that improve firefighter safety, health, and well-being.

## Overview

The FY 2022 FP&S Grant Program is one of three grant programs that constitute the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. Since FY 2002, the FP&S Program has awarded approximately \$816 million in grant funding to provide critically needed resources to strengthen community fire prevention programs and enable scientific research on innovations that improve firefighter safety, health, and well-being. The FY 2022 FP&S Program will award another \$36 million to an estimated 100 eligible fire departments, national, regional, state, local, tribal, and non-profit organizations such as academic (e.g., universities), public health, occupational health, and injury prevention institutions for fire prevention programs and supporting firefighter health and safety research and development such as clinical studies that address behavioral, social science, and cultural research. For more information, see page 3 of the FY 2022 FP&S Program Notice of Funding Opportunity (NOFO).

## Purpose

The purpose of the FP&S Program is to provide critically needed resources to fire departments and non-profit organizations to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, strategic national projects, prevention efforts, and research and development. Using a competitive process that is informed by fire service subject-matter experts, grants are awarded to applicants whose requests best address the priorities of the FP&S Program.



**FEMA**

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 18th day of April, 2023

## R E S O L U T I O N

**WHEREAS;** the Federal Emergency Management Agency (FEMA) has made funding available under the Fire Prevention and Safety Program; and,

**WHEREAS;** the purpose of this program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development.

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by FEMA as they pertain to this Fire Prevention and Safety 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 \_\_\_\_\_, 2023.

Seal

Signed: \_\_\_\_\_  
Jason Marshall, Town Council Clerk



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 10, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: REQUEST WAIVER: multiple quote requirement East Hartford Works

---

East Hartford Works (EHW) is requesting a waiver of the multiple quote procedures as outlined in Town of East Hartford Code of Ordinances, Sec. 10-7 *Et. Seq.* for entering into a contract with Outside Perspectives for facilitated outdoor challenge and youth leadership training and activities. The waiver is necessary to secure the services of this unique vendor that offers holistic services for youth development right here in our East Hartford Community.

Please place this information on the Town Council agenda for the April 18, 2023 meeting.

C: A. Peltier, Director of East Hartford Works

MICHAEL P. WALSH  
MAYOR

OFFICE OF  
CORPORATION  
COUNSEL

# TOWN OF EAST HARTFORD

(860) 291-7215

740 Main Street  
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

**DATE:** April 6, 2023

**TO:** Michael P. Walsh, Mayor

**FROM:** Amy Peltier, Director of East Hartford Works

**RE:** Request for waiver of multiple quote requirement under Ordinance Section Sec. 10-7(a) to enter into a contract with Outside Perspectives for a facilitated outdoor challenge and youth leadership training and activities

---

East Hartford Works (EHW) is requesting a waiver of the multiple quote procedures as outlined in Town of East Hartford Code of Ordinances, Sec. 10-7 *Et. Seq.* for entering into a contract with Outside Perspectives for facilitated outdoor challenge and youth leadership training and activities. The waiver is necessary to secure the services of this unique vendor that offers holistic services for youth development right here in our East Hartford Community.

Outside Perspectives is a nonprofit whose mission is to cultivate lasting personal growth and positive community engagement by offering a spectrum of transformative outdoor experiences. East Hartford Works plans to utilize Outside Perspectives to offer a unique opportunity to gain necessary leadership and teamwork skills as part of our orientation to the summer youth employment and learning program (SYELP). Starting in July, at least 60 youth from East Hartford will start internships at local business, organizations and departments. Many of these youth will be experiencing their first ever professional opportunity and may lack the necessary career readiness skills to flourish in this type of environment. While EHW offers career competency training throughout the summer months, after our feedback from employers and interns last summer, we have decided to bring all summer interns together prior to starting their worksite placements. We have looked for vendors that offer team and leadership building exercises in an environment fostering confidence and personal growth, while addressing adversity by navigating new experiences. Outside Perspectives is a unique vendor that will bring their staff to East Hartford for 2 days of outdoor leadership and team building activities, first with just interns and again at the end of SYELP for additional activities and a celebration with their families. Additionally, directly following their orientation, Outside Perspectives staff will bring interns to a guided ropes course to put their skill building into practice. A contract with Outside Perspectives covers all the youth workshops, staffing, ropes course entry and guidance, space rental and food purchase, cooking and serving. In order to secure all the services offered holistically by Outside Perspectives, the Town would have to contract with several different service providers and vendors that have no inherent

connection to each other or East Hartford as a location. This would result in an inability to tie together all experiences in a way that provides maximum benefit to all participants. The proposed contract with Outside Perspectives is for a total of \$9,000.00. This will prevent the need to contract with a youth development training organization, an organization offering ropes courses and outdoor expeditions, as well as a company or services that offer catering, cooking or serving for our end of program Family Fun day for youth and their families to enjoy activities and a barbeque dinner.

You can learn more about Outside Perspectives here: [Outside Perspectives \(google.com\)](#)

Section 10-7(c) of the Code of Ordinances establishes the Town Council's authority to waive the requirements for obtaining multiple quotes when such waiver is in the best interest of the Town.

**If the Council determines that the requirement to obtain three quotes should be waived in this instance, the following motion should be adopted by the Town Council.**

MOVE THAT pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council waive the requirement to obtain three quotes under Section 10-7(a) of the Town of East Hartford Code of Ordinances to ratify entry and further authorize the Town to enter into a contract with Outside Perspectives for facilitated outdoor challenge and youth leadership training and activities, that such waiver is in the best interest of the Town as it will allow East Hartford Works to more efficiently provide youth development and professional readiness skills to participants in the summer youth employment and learning program.



**OUTSIDE  
PERSPECTIVES**

[www.outsideperspectives.org](http://www.outsideperspectives.org)

**“Going outside...  
to find what is within.”**



**OUTSIDE PERSPECTIVES**  
[www.outsideperspectives.org](http://www.outsideperspectives.org)

**PROGRAM DIRECTOR  
LIZA BOCCHICCHIO**

[liza@outsideperspectives.org](mailto:liza@outsideperspectives.org)  
(860) 680-8104

# **PROGRAM PROPOSAL**

**2023 Program Year**

**Date of Proposal Submission**

03-07-2023

**Prepared by**

Name Nicola Wood

Address PO BOX 576  
545 Main St.  
New Hartford, CT  
06057

Phone Number (208) 304-5857

Email [nicky@outsideperspectives.org](mailto:nicky@outsideperspectives.org)

**To**

Name Amy Peltier

Address 840 Main St.  
East Hartford 06108 CT United States

Phone Number (415) 359-6141  
Email [apeltier@easthartfordct.gov](mailto:apeltier@easthartfordct.gov)



## Financing this program

Outside Perspectives works with partnered programs to help come up with funding. It is an open conversation that doesn't end at your organization's budget limits. Here are the next steps to financing this program. Outside Perspectives can meet anytime by phone, virtual, or in-person to help get you to the next step. We will be reaching out to you but don't hesitate to also connect.

**PART I - Follow-up meeting** - Adjusting the program proposal to fit and work well with your organization, youth, and staff. Bring in other organizational stakeholders into the conversation.

**PART II** - What are the limits of your organization's budget?

**PART III** - Work with Outside Perspectives to identify local grants, foundations, and donors to apply for programming funds.

**PART IV** - Outside Perspectives structures the grant for your organization to submit

**PART V** - Work with Outside Perspectives to set up easy online peer-to-peer fundraising before our April fundraising event (average donations \$500-\$2000).

**PART VI** - After April, award qualifying discounts (up to 30%) for the year to organizations that still have a need, have reflected an ability to be responsive to program goals, and show promise as a long-term partner.

**PART VII** - If we have not met our financial goals at this point, we will adjust programming to fit the budget this year.

TBD

**FOLLOW UP MEETING DATE AND TIME:** -----

## Our Team

Below you can find the details of our team that will work within the scope of the Program;

Name	Title	Assignment	Email
Nicola Wood	Executive Director	Initial Connection & Overall Partnership	<a href="mailto:nicky@outsideperspectives.org">nicky@outsideperspectives.org</a>
Lauren Humphrey	Community Outreach & Development Director	Budget & Fundraising	<a href="mailto:lauren@outsideperspectives.org">lauren@outsideperspectives.org</a>
Liza Bocchichio	Program Director	Program Building & Execution	<a href="mailto:liza@outsideperspectives.org">liza@outsideperspectives.org</a>

# Proposed Programs

Below is a description of programs and their estimated price.

Actual price and potential qualifying discounts will be shown in the invoice.

Program Description	Dates	Cost
Orientation - Location: East Hartford Works	June 28	\$320
Newington Challenge Course - 5 Crews	June 29	\$5,280
Family Fun Day - Location TBD	Aug TBD	\$3,500

**Total Estimate for the Program: \$9,100**

**Notes:** \$100 Discount will be applied on Invoice - Total with Discount \$9,000

**Deposit Required to Hold Dates: \$1,000**

# Terms and Conditions

## 1. PARTIES

Non-Stock Company "Outside Perspectives, Inc.," having its legal address at:

Hurley Business Park  
37 Greenwoods Road, Unit 19  
New Hartford, CT 06057

Operating in accordance with The Connecticut General Assembly's Chapter 602 of General Statutes. Issued incorporation with business ID 1168538 on the 27th of February 2015 by Connecticut's Secretary of State. Outside Perspectives, Inc., is hereinafter referred to as "Outside Perspectives" from one part and

Town of East Hartford

-----  
hereinafter referred to as "Town", operating on its own behalf and/or on behalf of the persons specified in section 1.2 of this Agreement, both separately or together referred to as "Party" or "Parties", have concluded this Agreement to Provide Services for Town (hereinafter referred to as "Agreement" or "contract") as follows:

## 2. SUBJECT OF AGREEMENT

### 2.1. INTENTION

Outside Perspectives undertakes to render to the Town a package of services (hereinafter referred to as "Expedition(s)" "Course(s)") or "Program(s)" specified in section 2.2 of this Agreement.

### 2.2. PACKAGE DETAILS & ADDITIONAL INFORMATION

The Expedition(s), Course(s) or Program(s) provided under this Agreement shall include the services detailed in the Proposal dated February 10, 2023 and incorporated by reference herein as confirmed by the Town and outlined in the Invoice(s).

## 3. COST AND PAYMENT

### 3.1. TOTAL COST DUE

\$9,000

The Total Cost of the services outlined in this Agreement is ----- .

### 3.2. DEPOSIT \$1,000

A Deposit of ----- and this signed Agreement are due within two weeks of receiving this Agreement and Invoice in order to confirm and secure dates of above stated Partnered Program's Expedition(s), Course(s), and Program(s) with Outside Perspectives. If deposit and/or agreement are not received after two weeks, your dates may be released to other partnered programs. Deposits are not refundable and not transferable.

### 3.3. PAYMENT

Payment in full must be received 30 days prior to the start date of all Expeditions and/or Overnight Programs. Payment in full for One-day Programs and Workshops must be received 14 days prior to the date of service.

### 3.4. HOW TO PAY

The payment(s) shall be made by cash or check, or to the account of Outside Perspectives. Checks can be made out to Outside Perspectives and sent to P.O. Box 576, 545 Main Street, New Hartford, CT 06057. ACH transfers, major credit and debit cards are accepted via an emailed invoice.

### 3.5. CHANGES TO TOTAL COST

Any changes to the Total Cost are only permitted for materially changed conditions, like alteration of terms, unforeseen fees for third-party services or other unknown compulsory payments. Any changes will be notified to the Town no less than 10 days before the beginning of the course. If the increase in the Total Cost is more than 5%, the Partnered Program shall be entitled to terminate this Agreement and entitled to receive all payments made except the Deposit.

## 4. RIGHTS AND OBLIGATIONS OF PARTIES

### 4.1. OUTSIDE PERSPECTIVES OBLIGATIONS:

To render the Town the expedition or course under this Agreement;

- To inform the Partnered Program about requirements to all necessary documents and paperwork for participants including time needed to process the documents and paperwork.
- It is Outside Perspectives' obligation to meet all legal obligations, remain within the confines of the law, and abide by all of the Town's rules, policies, as relates to any of the
- expedition(s)/course(s)/program(s).
- Meet the terms of this agreement.
- Outside Perspectives agrees that any of the participants may opt out of any or all portions of the expedition(s)/course(s)/program(s) if they so choose.
- To be properly certified to industry standards, and all applicable laws for the activities and services provided.  
To be licensed to run the programs and activities as deemed necessary by the State of Connecticut.  
To carry the insurance as set forth herein and as may be required by the State of Connecticut and

### 4.2. Town OBLIGATIONS

To provide Outside Perspectives with:

- Payments in proper time in pursuance of Section 2;  
To let Outside Perspectives know of any Town's rules, policies, as relates to any of the
- expedition(s)/course(s)/program(s).  
To provide guidance in partnership to the choice of appropriate participants for each program
- regarding age, gender, behavioral needs, health needs and cohesiveness.  
To help communicate to the participants' families the requirements around paperwork, expectations around participation, and the rare but potential need to arrange a pick-up of their child before the end of the program. This can include but is not limited to a behavioral or health issue that either causes threat or harm to others or impedes the crew in ways that cannot be accommodated.
- To reasonably attempt to arrive at agreed upon places of meeting at the agreed upon times. Inform
- Outside Perspectives no more than 14 days after the end of the expedition by claim in writing, if conditions of the expedition are inadequate to provisions of this Agreement.

## **5. CANCELLATION AND RESCHEDULING POLICY**

### **5.1. REFUND BEFORE START OF SERVICES**

In the case that the Town seeks cancellation of ANY part of the signed Agreement, Expedition(s), Program(s), and/or Course(s) therein prior to ANY services rendered for any reason, they will NOT receive a refund/transfer of the Deposit. The Town shall have any further payments returned if the cancellation is 30 days or more prior to the start date of ANY Expedition(s) or Overnight Course(s) and 15 days or more prior to the date of service for any One-Day Program(s) or Workshop(s). Outside Perspectives will keep ALL payments for any part of the Package that is canceled 14 days or less of ANY Program start date.

### **5.2. TRIAL PERIOD**

If this agreement is the first time Outside Perspectives has provided services for the Town and the Town has a package that includes more than one course or expedition, there will be a Trial Period. Within 7 days of the completion of the first course or expedition of any package, the Town will have the right to cancel the remainder of the agreement for any reason and receive a refund with the exception of the full cost of the first course or expedition (services rendered).

### **5.3. CANCELLATION AFTER START OF SERVICES**

If the Town cancels the agreement for any reason after the partial services have been rendered, they will NOT receive any refund of monies paid and will owe any outstanding amounts due, for services previously rendered, under this agreement.

### **5.4. CANCELLATION**

Any cancellation of the agreement must be provided in writing to Outside Perspectives.

### **5.5 RESCHEDULING**

Rescheduling will be possible prior to two weeks of the start date of a program. If parts of the deposit have already been spent on trip planning and are not refundable/recoverable by Outside Perspectives, the Town will be responsible for repaying these costs to reschedule their program. Any rescheduling of the agreement must be provided in writing to Outside Perspectives.

## **6. LIABILITIES AND LIABILITY EXEMPTIONS**

### **6.1. FAILURE TO RENDER**

If Outside Perspectives fails to render all of the ordered Expedition(s) or Course(s) to the Town and providing that the Town has met all its obligations under this agreement, then, Outside Perspectives will provide the Town with an equal Course(s) or Expedition(s) on different agreed upon date(s). If alternative dates cannot be reached, a full refund will be given to the Town, including the Deposit if the services are not delivered due to negligence. If the services are not delivered due to unavoidable circumstances, a refund will be given to the Town that will not include the Deposit.

### **6.2. FAILURE TO RENDER PARTIAL SERVICES**

If Outside Perspectives fails to render part of the ordered Expedition(s) or Course(s) to the Town and providing that the Town has met all its obligations under this agreement, then Outside Perspectives will provide the Town with an equal Course or Expedition on a different agreed upon date. If an alternate date cannot be reached, then a refund of the full cost of any course or expedition not rendered will be given to the Town.

### 6.3. THIRD PARTY OUTFITTERS, RENTAL, TRANSPORTATION, AND OUTSIDE FACILITIES CANCELLATIONS/DISRUPTIONS OF SERVICE

Outside Perspectives is not liable for any disruptions in service, cancellations, and/or fee modifications from any third party outfitter, rental company, transportation service, or outside facilities that may be hired to perform various services as part of Outside Perspectives programs and expeditions.

### 6.4. PERSONAL BELONGINGS

Safety of Town staff and participant's personal belongings and documents during all periods of the course or expedition are not subject to the responsibility of Outside Perspectives unless Outside Perspectives verbally agrees to take control or care of such items, such as a cell phone. In these circumstances, they will be taken from the staff or participant and placed in safekeeping to be returned at the end of every course or expedition.

### 6.5. FAILURE OF PARTNERED PROGRAM TO MEET OBLIGATIONS

If the Town fails to meet any of its obligations under this agreement, then Outside Perspectives shall not be liable for incomplete or untimely execution of this Agreement. Suppose the Town fails to fulfill its obligations promptly. In that case, the conditions of the Request can be modified when mutually agreed by parties, unless the non-performance or untimely performance entails the impossibility for Outside Perspectives to fulfill its obligations, which means cancellation of the service and implies consequences provided by section 4.1. of this Agreement.

### 6.6. CHANGES TO SERVICES AT THE REQUEST OF PARTNERED PROGRAM

Any request for changes in the services made by the Town that are not able to be met by Outside Perspectives will be considered as a cancellation of the previous Request and entail consequences provided by section 5.1., 5.2., or 5.3. of this Agreement. If additions to the services outlined in this Agreement are requested by the Town, the Total Cost provided in section 3.1 of this Agreement is subject to change, and payment for additional cost will be subject to the stipulations put forward in sections 3.2., 3.3., 3.4., 3.5., and 3.6. of this Agreement.

### 6.7. CHANGES TO SERVICES DUE TO UNFORESEEABLE CIRCUMSTANCES

Outside Perspectives and the Town reserve the right to reschedule or change parts of programs (such as the destinations of courses and expeditions) when deemed necessary due to weather, participant conditions, accidents, injuries, environmental hazards or other unforeseeable situations. This includes the locations that are part of an itinerary, like campsites or mountain peaks. Outside Perspectives reserves the right to reschedule or change activities or the order of an itinerary when deemed necessary due to weather, participant conditions, accidents, injuries, environmental hazards or other unforeseeable situations. These types of alterations to services are not grounds for a refund of any kind.

## **7. OUTSIDE PERSPECTIVES' INDEMNIFICATION**

7.1 To the fullest extent permitted by law, Outside Perspectives 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 Town of East Hartford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "Town of East Hartford"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Town of East Hartford 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 Town of East Hartford, Outside Perspectives, or any other third party) arising out of or resulting from, or alleged to arise out of or arise from Outside Perspectives' performance of its work under the contract, but only to the extent such Losses are attributable to the negligent or intentional act, error or omission of Outside Perspectives or any person or organization employed or engaged by Outside Perspectives to perform all or any part of the contract.

7.2 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.

7.3 Upon written request by the Town of East Hartford, Outside Perspectives shall defend and provide legal representation to the Town of East Hartford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Town of East Hartford may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Town of East Hartford, its attorneys shall control the resolution of such matters. Upon demand, Outside Perspectives shall pay or, in the sole and absolute discretion of the Town of East Hartford, reimburse, the Town of East Hartford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

## **8. OUTSIDE PERSPECTIVES' INSURANCE**

8.1 Outside Perspectives shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of Outside Perspectives' obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

8.2 The Town of East Hartford, its officials, employees, volunteers, boards and commissions must be included as an Additional Insured on Outside Perspectives' Automobile Liability, General Liability, and Umbrella/Excess Insurance Policies. Evidence of this must be provided upon inception of this contract and upon renewal of insurance by the Contractor's to the Town of East Hartford in the form of language on a Certificate of Insurance as well as a policy endorsement.

8.3 Outside Perspectives shall provide the Town of East Hartford with a Certificate(s) of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during Outside Perspectives' responsibility under this contract. Failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract.

Outside Perspectives shall carry the following insurance:

- A. Comprehensive General Liability – Minimum Limits
  - \$2,000,000 Each Occurrence
  - \$4,000,000 Aggregate
  - \$2,000,000 Products Completed Operations
  - \$1,000,000 Personal & Advertising Injury
  - \$100,000 Fire Damage (any one fire)
  - \$10,000 Medical Expense (any one person)
  
- B. Commercial Auto Liability – Minimum Limits
  - \$1,000,000 Combined Single Limit
  - Including owned vehicles, non-owned vehicles and employee non-ownership.
  
- D. Workers Compensation: Statutory Limit  
Employers Liability: \$500,000 bodily injury for each accident  
  
\$500,000 bodily injury by disease for each employee  
\$500,000 bodily injury disease aggregate

DESCRIPTION SECTION – Must include the following:

The Town of East Hartford, its agents, officials, employees, volunteers, boards and commissions are included as an Additional Insured on the Automobile and General Liability policies.

CERTIFICATE HOLDER SECTION – Must include the following:

The Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions. All renewal certificates shall be furnished at least ten (10) days prior to policy expirations.

## **9. MISCELLANEOUS TERMS AND CONDITIONS**

9.1 Outside Perspectives represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town.

9.2 During the performance of this Agreement, Outside Perspectives agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

9.3 Outside Perspectives shall give its personal care and attention to the faithful execution of the work, shall keep the work under its personal control, and shall not assign or sublet the work or any part of the work except with the written consent of the Town.

9.4 This contract is intended by the parties hereto as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof.

9.5 This Agreement shall be governed by the laws of the State of Connecticut, as amended from time to time. Any action brought hereunder may be brought in the Superior Court, Judicial District of Hartford at Hartford, Connecticut and the parties hereto agree to the jurisdiction of such court.

9.6 This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

9.7 This Agreement may be signed in one or more counterparts, and by way of digital or electronic signature or facsimile.



**Authorized Signatory of Outside Perspectives**

Nicola Wood

Executive Director

*Nicola Wood*

03/07/2023

**Authorized Signatory  
of The Town of East  
Hartford**

As of the date of-----,  
this project proposal approved and the above terms and conditions have become binding.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 5, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: Resolution - Historic Document Preservation Grant

---

Please see attached from Town Clerk Robert Pasek, The Town of East Hartford is eligible to receive \$8,000 through the Public Records Administration of the Connecticut State Library. The town has been a recipient of this non-competitive grant for the past twenty-five years.

I am requesting that this item be placed on the April 18, 2023 agenda to accept the Resolution authorizing this application.

Thank you.

C: R. Pasek, Town Clerk

**TOWN OF EAST HARTFORD  
TOWN CLERK'S OFFICE  
MEMORANDUM**

**DATE:** March 29, 2023

**TO:** Mayor, Michael P. Walsh

**FROM:** Town Clerk, Robert J. Pasek

**CC:** Connor Martin, Kate Tchelidze, Jessenia Martinez  
Grants Administrator, Paul O'Sullivan

**RE:** Referral to Council – Historic Document Preservation Grant

Public Act 00-146 “An Act Concerning Real Estate Filings and the Preservation of Historic Documents”, established an account to support the costs of preservation and management of historic documents. This Public Act allows an extra three dollar charge per land record document recorded by the Town Clerk. Two dollars is returned to the State. The Town receives One dollar for each recording.

For the twenty first year, in a row East Hartford is eligible to receive this non-competitive grant from the Public Records Administration of the Connecticut State Library. This year the grant award is in the amount of \$8,000.00.

I am recommending that the Town continue to use these grant funds to convert paper indexes and land records stored on microfilmed pages to digital images. Currently the images available on our computer system date back to September 17, 1959, volume 301. This grant will allow the conversion of an additional 2,910 images, bringing the on-line search, back even further. These digital images will then be linked to our land record index; allowing title searchers, the public, and staff the ability to view and print the document from the internet or from the office without having to remove the volume from the vault. This will save the volumes from the wear and tear of being copied, save the staff the time and energy of having to stop what they are doing to help make copies, and give the public the convenience of viewing and copying a document from their home computer for a fee.

**No matching funds are required under this program.** A final report on the work performed is the only requirement for receiving these funds.

I am requesting that the attached Resolution be placed on the April 18, 2023 Agenda of the Town Council. The Resolution authorizes you, as Mayor, to make application and contract with the Connecticut State Library to receive this funding for the Town.

**APPLICATION**  
**TARGETED GRANT FY 2024**  
 Historic Documents Preservation Program  
 Connecticut Municipalities  
 GP-001 (rev. 1/2023)



STATE OF CONNECTICUT  
 Connecticut State Library  
 PUBLIC RECORDS ADMINISTRATOR  
 231 Capitol Ave., Hartford, CT 06106

*This form may be completed and printed for submission at <https://ctstatelibrary.org/publicrecords/hdpp>*

**Name of Municipality:** **Town of East Hartford**  
*Use full municipality name, ie 'Town of \_\_\_' or 'City of \_\_\_'*

**Name of Municipal CEO:** **Michael P. Walsh** **Title:** **Mayor**

**Phone with Area Code:** 860-291-7201

**Email:** [mwalsh@easthartfordct.gov](mailto:mwalsh@easthartfordct.gov)

**Name of Town Clerk:** **Robert J. Pasek** **Title:** **Town Clerk**

**Phone with Area Code:** 860-291-7235

**Email:** [rpasek@easthartfordct.gov](mailto:rpasek@easthartfordct.gov) **Check if Designated Applicant:**

**TC Mailing Address:** 740 Main Street, East Hartford, CT 06108

**MCEO Address if Different:**

**Grant Application Deadline:**  Cycle 1: April 30, 2023  Cycle 2: September 30, 2023

**Grant Contract Period:** The contract period begins after July 1, 2023 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2024.

**Maximum Grant Allowed:**

\$6,000	Small Municipality	Population less than 20,000
\$8,000	Medium Municipality	Population between 20,000 and 69,999
\$11,000	Large Municipality	Population of 70,000 or greater

**Amount Requested:** \$ **8,000.00**

**Grant Category(ies):**

<input type="checkbox"/> Inventory and Planning	<input checked="" type="checkbox"/> Organization and Indexing
<input type="checkbox"/> Program Development	<input type="checkbox"/> Storage and Facilities
<input type="checkbox"/> Preservation/Conservation	<i>See Page 6 of the Guidelines for Category descriptions.</i>

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
<b>1. Consultants/Vendors</b> (Total cost for all consultants and vendors)	\$ 8,000.00	\$	\$ <b>8,000.00</b>
<b>2. Equipment</b> (Total cost for eligible items, i.e. shelving)	\$	\$	\$
<b>3. Supplies</b> (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
<b>4. Town Personnel Costs</b> (Total cost for all town personnel)	1\$	2\$	\$
<b>5. Other</b> (Please specify on a separate sheet; rarely used)	\$	\$	\$
<b>6. TOTAL</b>	\$	\$	\$ <b>8,000.00</b>

<sup>1</sup> Base pay only for personnel hired directly by the municipality for the grant project. Consultant/vendor costs should be listed on Line 1.

<sup>2</sup> Personnel taxes, benefits and any overtime must be paid by the municipality.

## Narrative Page & Supporting Documents

Answer on an attached page. **Number each question and answer.** If applying for more than one project, questions 1 through 3 must address each project **separately** and be numbered separately, i.e., 1a and 1b, 2a and 2b, 3a and 3b.

Answers should be provided in the applicant's own words, not by referencing the vendor's proposal.

- 1. Describe the project.** State **what** will be done and **why**. In addition, for **records projects**, identify the specific records, including date ranges. For **conservation projects**, also address microfilming – see Guidelines booklet for instructions under Preservation/Conservation on **Page 9**.
- 2. Provide vendor/personnel info & timeframe.** For **vendors**, identify the company and the timeframe for completing the work within the grant period. For **town personnel** – see Guidelines booklet for instructions under Town Personnel Costs on **Page 12**.
- 3. State what will be accomplished.** Explain how the project will impact the records, the office and/or the municipality.
- 4. Provide a detailed budget.** If applying for only **one** project with one vendor – **omit** this question. If applying for more than one project – show the **detail** for each line item listed on page 1 of the Application (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs) and the **split** between grant and local funds for each line item (if any).
- 5. Attach supporting documents.** For **vendors**: provide a copy of the proposal or quote. For **direct purchases** of equipment or supplies: provide a copy of the product information/pricing from the website or catalog.

## Designation of Town Clerk as Applicant

This section to be completed **only** if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, \_\_\_\_\_, the Town Clerk, as the agent for making the above application.

\_\_\_\_\_  
Signature of MCEO

\_\_\_\_\_  
Date

**Michael P. Walsh, Mayor**  
\_\_\_\_\_  
Name and Title of MCEO

## Certification of the Application

This section **must** be signed by the **applicant**.

If the Town Clerk is designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2024 Targeted Grant Guidelines* have been met.

\_\_\_\_\_  
Signature of Applicant (MCEO or Town Clerk if Designated)

\_\_\_\_\_  
Date (*must be same as or later than above date*)

\_\_\_\_\_  
Name and Title of Applicant

*For State Library Use Only*

Grant Disposition:     Approved         Denied

Grant Award:        \$ \_\_\_\_\_

Grant Number:    \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Signature of Public Records Administrator

\_\_\_\_\_  
Date

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 18<sup>th</sup> day of April, 2023.

## **R E S O L U T I O N**

**WHEREAS;** The Public Records Administration of the Connecticut State Library offers a non-competitive grant each year to the Town Clerk's Office and

**WHEREAS** the grant for the fiscal year of 2024, is in the amount of \$8,000.00 and

**WHEREAS** said grant supports the preservation of Historic Documents in the Town Clerk's Office,

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut State Library Public Records Administrator as they pertain to this Historic Documents Preservation Program.

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

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the 19<sup>th</sup> day of April, 2023.

Seal

Signed: \_\_\_\_\_  
Jason Marshall, Council Clerk

COMMUNITY CULTURAL CENTER ROOM 111

ORDINANCE COMMITTEE

March 27, 2023

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

ALSO Melissa McCaw, Finance Director  
PRESENT Connor Martin, Chief of Staff  
Jessica Carrero, Project Manager

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:02 pm

APPROVAL OF MINUTES

November 30, 2022

MOTION By Sebrina Wilson  
seconded by John Morrison  
to **approve** the November 30, 2022 meeting minutes.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

No resident came forward to speak.

NEW BUSINESS

Reserve Fund Requirements

The Chair explained that the Town Council previously enacted ordinances establishing the mandatory amounts for reserve funds covering general liability, workers' compensation, health benefits and retiree health benefits (OPEB). In addition, there are future unfunded liabilities in the workers' compensation fund for long term expenses related to heart and hypertension benefits and retiree health benefits. The ordinances establish a process for slowly increasing reserves to cover those long term expenses.

The OPEB account has the largest unfunded liability and the ordinance provides that any amount in the town's fund balance in excess of 10% of the budget for that year shall be transferred to the OPEB trust fund. Over the years, millions of dollars have been transferred. Recently, the bond rating agencies have recommended towns have a 15% of budget fund balance. The Finance Director provided an overview of the reserves in other towns which demonstrate that large urban areas have fund balances less than 10% but similar sized towns to East Hartford have a higher balance. Bond rating agencies look more favorably on those towns which in turn can reduce the costs of borrowing.

The committee reviewed the March 26 draft of the Fund Balance and Reserve Fund Ordinance which provides an increase of .25% each year for the next 5 years, gradually increasing the maximum fund balance to 11.25%. The Finance Director recommended that the progression

start with the current fiscal year which will be trued up in November, 2023. The committee agreed to that change

MOTION By Sebrina Wilson  
seconded by John Morrison

to send the March 27, 2023 draft of the Fund Balance and Reserve Fund Ordinance, which incorporates the start date of the fiscal year 2023-2024 to the Town Council for the purposes of establishing a public hearing date.

Motion carried 3/0

### Fair Rent Commission

The Chair provided an overview of the state mandate in Public Act 22=30 that all towns with a population in excess of 25,000 establish a Fair Rent Commission for purposes of providing tenants with a process for contesting landlord rent increases or poor living conditions. The chair pointed out that in a competitive market, tenants would have the option to find other more affordable or better quality rental units. However, the current market limits those options. That said, the town does not have personnel with the time nor the expertise to implement this mandate -- which comes with no state funding for the costs of implementation. In addition to training staff, the town would have the expense of training volunteer commission members.

Connor Martin, Chief of Staff, and Jessica Carrero, Project Manager had attended a workshop and provided an overview of the town's options for implementing the mandate. The committee agreed to draft a proposed ordinance that provides the following:

1. The Department of Health and Human Services would provide intake of tenant complaints.
2. If the complaint is about living conditions, the designated staff member would work with Inspections and permits to inspect the premises and order appropriate corrections. If those corrections are made, the complaint is deemed resolved. If the corrections are not made, the Department will initiate a review of the complaint relative to rent being charged.
3. If the complaint is about rent increase, the ordinance would deem any increase of 3% or less to be fair, which is consistent with many rent control systems. Any rent above that amount would trigger an investigation.
4. If the complaint proceeds to the investigation stage, the Department shall gather evidence, have the power to compel disclosure of information and present such information to the Commission for its review. The department shall take affirmative steps during this process to mediate the complaint and come to a resolution.
5. The commission shall meet to review the presentation made by the Department. It shall have the power to compel testimony and conduct hearings. The Commission will render a decision and the landlord or tenant may appeal an adverse decision to the superior court as set out in state statute.

MOTION By Sebrina Wilson  
seconded by John Morrison  
to **adjourn** (7:19 p.m.)

Motion carried 3/0

cc: Mayor Walsh




**FUND BALANCE AND RESERVE FUND ORDINANCE  
(03/27/2023)**

**Subsection (b) of section 10-52 of the East Hartford Town Ordinances, Retiree Benefit Trust Fund, is hereby repealed and the following is substituted in lieu thereof:**

(b) Income to such fund shall include any amounts appropriated to such fund by the town council or as provided in this subsection and any return on investments of such funds. If, at the close of any fiscal year, the undesignated reserve fund for the town exceeds ten percent of the total budget appropriation for such fiscal year, the budget surplus in such fiscal year, as verified by the town auditors, shall be appropriated to the Retiree Benefit Trust Fund, provided that effective July 1, 2023, the percentage by which the fund exceeds the total budget appropriation shall be as follows: for fiscal year 2022-2023, ten and one quarter percent; for fiscal year 2023-24, ten and one half percent; for fiscal year 2024-25, ten and three quarter percent; for fiscal year 2025-2026; eleven percent and for fiscal year 2026-2027 eleven and one quarter percent..



**TOWN OF EAST HARTFORD OFFICE OF THE MAYOR**

DATE: March 29, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: REFERRAL: Proposed tax Stabilization Agreement for Easton Place

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Please see attached memo from Finance Director Melissa McCaw to refer Easton Place (1-36 Jaidee Drive) proposed tax stabilization to tax policy committee.

Please place this item on the Town Council agenda for the April 4, 2023 meeting.

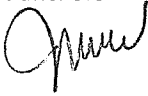
C: Melissa McCaw, Finance Director



## MEMORANDUM

**DATE:** March 29, 2023

**TO:** All East Hartford Town Councilors

**FROM:** Mike Walsh, Mayor 

**TELEPHONE:** (860) 291-7201

**RE:** Referral to Tax Policy – Proposed Tax Stabilization Agreement for Easton Place

---

By way of this memo, please accept the following materials:

1. A Tax Modification agreement for Easton Place (1-36 Jaidee Drive)
2. A cover letter from outside counsel detailing the need for this agreement
3. A proforma outlining the project

By way of background, this is an exciting project for the residents of Easton Place (1-36 Jaidee Drive) in that 50 individual units of quality, affordable housing in place will receive a \$3.3 million renovation to upgrade and make new appliances, countertops, and other furnishings within the units at that location.

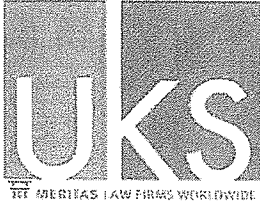
The project is being financed by the Connecticut Department of Housing in combination with tax credits administered by the Connecticut Housing Finance Authority.

There is a sense of urgency on this request in that the project is ready to close with the State of Connecticut to secure financing, and accordingly, a referral at the April 4<sup>th</sup> Town Council meeting to the Tax Policy subcommittee is necessary so that this item can be considered with final action needing to take place at the April 18<sup>th</sup> Town Council meeting.

Simply put, in order for this transaction to close and funding released to make the renovations, this tax stabilization agreement must be approved and executed to level fund the current taxes at \$83,689 for 15 years. Of note, prior to revaluation, the taxes paid on this complex were \$63,908.

Without the stabilization agreement in place, the underwriters of the project will not move forward with an unbalance proforma/projection.

I will be on hand at the next Town Council meeting and will answer any questions that you may have.



Robert M. DeCrescenzo  
(t) 860.548.2625  
(f) 860.548.2680  
rdcrescenzo@uks.com

March 23, 2023

[mwalsh@easthartfordct.gov](mailto:mwalsh@easthartfordct.gov)

The Honorable Michael Walsh  
Mayor  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Re: Proposed Tax Stabilization Agreement – Easton Place

Dear Mayor Walsh:

This is to follow up on our recent meeting regarding the proposed tax stabilization agreement for the property known as Easton Place, 1-36 Jaidee Drive, East Hartford (“Easton Place”).

Easton Place has provided quality, affordable housing for East Hartford residents for decades. The development is scheduled to undergo a major redevelopment that will substantially improve the quality and appearance of each of the 50 units of affordable housing in the complex. The project will be funded by Connecticut Department of Housing (DOH), Low Income Housing Tax Credits administered by the Connecticut Housing Finance Authority (CHFA) and a first mortgage from CHFA.

Both the DOH tax credits and CHFA loan program carry with them significant limits on both rent rates and rent increases as well as obligations to budget annually a high level of expenses for the operation of the development. These constraints and expense obligations are included in the underwriting criteria that CHFA applies to the eligibility for the renovations tax credits and the CHFA loan.

To meet the loan underwriting requirements, Easton Place must show a proforma for a balanced budget for the next 15 years. Because of the limitations on rent and the mandated expenses the Property needs to stabilize the property tax burden to support the required proforma loan balance sheet.

Based on its location within the East Hartford Enterprise Zone, Easton Place qualifies as of right for a seven year tax abatement according to the schedule found in East Hartford Ordinance Section 2-119. General Statutes Section 32-71(e) permits the Town to extend the period of the tax abatement. Based on the underwriting criteria for the above-referenced CHFA mortgage, Easton Place requests a 15 year tax stabilization agreement that fixes the tax payment at \$83,000 per year. This amount represents the full tax liability for the 2022 Grand List year.

Updike, Kelly & Spellacy, P.C.  
Goodwin Square • 225 Asylum Street 20<sup>th</sup> Floor • Hartford, CT 06103 (t) 860.548.2600 (f) 860.548.2680  
[www.uks.com](http://www.uks.com)

3903585

The Honorable Michael Walsh

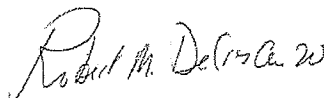
Page 2

March 23, 2023

The project financing structure for the extensive renovations outlined above is dependent on a tax agreement fixing the tax liability for the renovated units. For this reason, Jaidee Drive requests consideration and approval of the attached proposed Tax Modification Agreement under the Enterprise Zone Statute, General Statute §32-71(e). The Agreement stabilizes the taxes for a period of fifteen years, beginning with the Grand list of October 1, 2025.

Please forward this request for a tax agreement for Easton Place to the Town Council for consideration and action.

Very truly yours,

A handwritten signature in cursive script that reads "Robert M. DeCrescenzo".

Robert M. DeCrescenzo, Esq.

RMDe/psm

## TAX MODIFICATION AGREEMENT

This Tax Modification Agreement (the "Agreement") entered into this \_\_\_\_ day of March 2023 (the "Effective Date"), by and between the TOWN OF EAST HARTFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address of 740 Main Street, East Hartford, CT (the "Town"), and JAIDEE DRIVE ASSOCIATION LIMITED PARTNERSHIP ("Jaidee"), a limited partnership company, with an address of c/o Millenium Real Estate Services, P.O. Box 973, Rocky Hill, CT 06067.

### WITNESSETH:

WHEREAS, Jaidee has committed to renovating the residential development known as Easton Place, 1-36 Jaidee Drive, East Hartford, Connecticut consisting of approximately fifty (50) multi-family apartment units; and

WHEREAS, pursuant to General Statutes section 32-70, as amended, the Premises are included within the boundaries of the Enterprise Zone; and

WHEREAS, the Premises and Improvements are eligible for a modification of local property taxes under the provisions of General Statutes Section 32-71(e), as amended, for a period of ten (10) years; and

WHEREAS, this Agreement between the Town and Jaidee has been found to be in the best interests of the Town; and

WHEREAS, both parties desire to enter into this Agreement; and

WHEREAS, the Town Council adopted Resolution No. \_\_\_\_\_, on \_\_\_\_\_, 2023, authorizing the Mayor to enter into this Agreement to modify the local property taxes on the Premises and the Improvements; and

NOW, THEREFORE, the Town and Jaidee do, in consideration of the undertaking of each other hereinafter set out, hereby mutually agree as follows:

**ARTICLE I - DEFINITIONS**

1.1. "Premises" shall mean the property known as 1-36 Jaidee Drive Street, as more particularly described in Exhibit A attached hereto.

1.2 "Real Property Improvements" or "Improvements" shall mean the improvements and renovations as described in **Exhibit A** hereto.

**ARTICLE II – UNDERTAKING**

2.1 The Town and Jaidee agree that for the October 1 Grand List year or partial Grand List year commencing on the date that Jaidee has obtained temporary certificates of occupancy for the Improvements to fifty (50) multi-family apartment units built on the Premises, the actual real estate tax due on the Premises and the Improvements will be \$83,000 for the fifty (50) units that have received a temporary certificate of occupancy, inclusive of any accessory building and any amenity structures such as community rooms. Assuming satisfaction of the terms of this Agreement, the intent of this Section 2.1 is to provide Jaidee with the tax modification benefit for a full ten (10) year term.

2.2 The parties agree that in the event Jaidee does not obtain temporary certificates of occupancy for the Improvements to at least fifty (50) multi-family apartment units on the Premises prior to October 1, 2026, the Premises shall be assessed for the October 1, 2025 grand list and each October 1 grand list year thereafter in accordance with the taxation laws set forth in the Connecticut General Statutes.

2.3 Jaidee agrees to make an Investment in the Improvements of at least \$3.2 Million. The term "Investment in the Improvements" shall mean all costs incurred by Jaidee in development and construction of the Premises and Improvements, including the cost of materials, labor, fixtures, and all other hard costs capitalized as part of the Improvements, excluding land cost. No later than October 1, 2025, Jaidee shall furnish the Mayor with a third-party certificate confirming Jaidee's satisfaction of the obligations contained in this Section 2.3. The Town acknowledges that any certification from a third-party architect, managing contractor, engineer or general contractor, which certifies such Investment in the Improvements will satisfy this obligation.

2.4 Unless terminated in accordance with Article III below, this Agreement shall remain effective through the 2039 October 1 Grand List year, or portion thereof after Jaidee has satisfied the requirements set forth in Section 2.1 of this Agreement.

2.5 This Agreement does not apply to any taxes levied by any district or other taxing entity. The assessment value and taxation of any personal property and any motor vehicles located on the Premises shall be determined in the normal course pursuant to state and local laws.

### **ARTICLE III - PROVISIONS FOR TERMINATION AND ASSIGNMENT**

3.1 The Agreement shall terminate if Jaidee fails to (i) commence construction of the renovations and improvements on the Premises within twelve (12) months after receiving a building permit for the renovations of the Premises, (ii) continue the work with diligence and continuity in an effort to substantially complete the same subject to extensions for the discovery of latent conditions, force majeure, or other reasons beyond the control of Jaidee and/or its contractor(s), (iii) obtain temporary certificates of occupancy for at least Fifty (50) renovated rate multi-family



apartment units on the Premises prior to October 1, 2026, or (iv) make an Investment in the Improvements of at least the amount as set forth herein. The Town agrees that the term shall be extended for a reasonable period of time necessary to resolve any unforeseen circumstance(s).

3.2 Jaidee shall pay all real property taxes due on the Premises and Improvements no later than the applicable due dates of the tax billing. If the Jaidee fails to make such payment, in addition to subsections 3.2(a) and (b) below, such payment shall be subject to penalty interest for late payment. In the event Jaidee fails to pay all real property taxes due on the Premises and Improvements on or before the applicable due dates of the tax billing, the following shall apply:

(a) in the event of delinquency with respect to a tax installment payment due in July, the Town may terminate this Agreement as of the October 1st immediately following such failure to pay such tax installment as due subject to the right to cure set forth in Section 3.2(b); and

(b) in the event of delinquency with respect to a tax installment payment due in January, the Town may terminate this Agreement as of the April 1st immediately following such failure to pay such tax installment as due, provided, however, that any attempted termination of this Agreement shall be initiated by a notice of intent to terminate sent to Jaidee in accordance with section 5.3 and further provided that Jaidee shall have no less than thirty (30) days from the date of the notice to cure the default.

3.3 Upon termination of this Agreement pursuant to Section 3.1 or 3.2, the Town shall be entitled to terminate this Agreement as set forth in Section 2.1 of this Agreement. In the event of such termination by the Town, the Premises and Improvements shall be assessed and taxed in the normal course pursuant to state and local laws.

3.4 (a) Except as expressly provided herein neither this Agreement nor any rights or obligations hereunder may be otherwise assigned or transferred.

**ARTICLE IV – REPRESENTATION AND WARRANTIES**

- 4.1 The Town hereby represents and warrants to Jaidee as follows:
- 4.1.1 This Agreement is in material compliance with the Town Charter and with the Connecticut General Statutes, et seq.
- 4.1.2 The Town is a municipality duly organized and operating under the laws of the State.
- 4.1.3 The Town has the power to enter into this Agreement and to carry out its obligations hereunder.
- 4.1.4 The execution and delivery of this Agreement, the conferral of the modified real estate taxes to Jaidee for the Premises and Improvements, the performance of its other obligations contained in this Agreement, and the fulfillment of the compliance with the terms and conditions of this Agreement, by the Town are not prevented by or result in a breach of, the terms, conditions or provisions of the Town Charter, any statute, law, ordinance or regulation by which the Town is bound.
- 4.1.5 This Agreement has been duly authorized by the Town Council, will be a valid and binding obligation of the Town, and is enforceable in accordance with its terms against the Town.
- 4.1.6 The representative of the Town executing this Agreement is in good standing with the Town, and is authorized to execute and deliver this Agreement, in such capacity.

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

4.2 Jaidee hereby represents and warrants to Town as follows:

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

4.2.2 Jaidee has the power to enter into this Agreement and to carry out its obligations hereunder.

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

4.2.4 This Agreement has been duly authorized by Jaidee and is a valid and binding obligation of Jaidee and is enforceable in accordance with its terms against Jaidee.

4.2.5 The officer of Jaidee executing this Agreement is in good standing with Jaidee and is authorized to execute and deliver this Agreement, in such capacity.

4.2.6 There is no claim or litigation, or to the best of Jaidee's knowledge, threat of any claim or litigation, against Jaidee with respect to its execution and delivery of this

Agreement, the conferral of the fixed real estate tax payments or any other matter contained in this Agreement.

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

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

#### ARTICLE V - MISCELLANEOUS

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

5.2 This Agreement may not be modified or amended except by a written agreement signed by both parties.

5.3 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, (ii) one (1) business day after pickup by Federal Express or similar overnight express service, or (iii) via email with confirmation of delivery in either case addressed to the parties at their respective addresses referenced below:

If to the Town:

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

With a copy to:

Assistant Corporation Counsel  
Corporation Counsel Office  
740 Main Street  
East Hartford, CT 06108  
Hartford, CT 06103  
Phone: (860) 291-7217  
Email: rpgentile@easthartfordct.gov

If to Jaidee:

Jaidee Drive Associates, L.P.  
c/o Millenium Real Estate Services  
P.O. Box 973  
Rocky Hill, CT 06067

With a copy to:

Updike, Kelly & Spellacy, P.C.  
Goodwin Square  
225 Asylum Street, 20<sup>th</sup> Floor  
Hartford, CT 06103  
Attention: Robert M. DeCrescenzo  
Email: rdecrescenzo@uks.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.

5.4 Except as to Article II, a ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.

5.5 During the term of this Agreement, Jaidee will use good faith efforts to create and preserve jobs for Town residents during construction and operation of the Premises and Improvements, including the retention of Town businesses during construction and operation. Jaidee shall exercise good faith efforts to recruit and retain qualified and diverse residents of Town to fill part and full-time construction and operation positions at the Premises and Improvements; provided, however, that Jaidee is under no legal obligation to hire any resident of Town for such purposes, it being understood that Jaidee, in its sole discretion, will make the ultimate determination on whether or not a resident is qualified to fill a position or to hire such person. For purposes of this Agreement, Jaidee's good faith efforts shall include providing notice of job openings for the Premises and Improvements to the Mayor of the Town for dissemination. In furtherance of Jaidee's and the Town's mutual desire to encourage the use of local businesses at the Premises and Improvements, Jaidee agrees to locally publicize information about its procurement processes and its anticipated needs for goods and services in connection with the Premises and Improvements and will use good faith efforts to procure from local businesses at least \$50,000 of goods and services per year in connection with Premises and Improvements. During the construction of the Improvements, Jaidee shall provide annual written reports to the Mayor on or before each January 1 describing its efforts over the prior year to (i) recruit qualified and diverse residents of Town to fill part and full-time positions at the Premises and Improvements, including the number of qualified residents hired by Jaidee at the Premises and Improvements for the prior year, and (ii) use local businesses at the Premises and

Improvements, including the amount of goods and services procured from local businesses during the prior year.

5.6 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

*[Remainder of Page Intentionally Left Blank]*

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

Signed, Sealed and Delivered  
in the Presence of:

TOWN  
TOWN OF EAST HARTFORD

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael P. Walsh  
Title: Mayor

\_\_\_\_\_

JAIDEE  
1-36 JAIDEE DRIVE ASSOCIATES  
LIMITED PARTNERSHIP

\_\_\_\_\_

By \_\_\_\_\_  
Name: William Collins  
Title:

\_\_\_\_\_



## EXHIBIT A

The anticipated scope of work for the renovations of Premises may include but is not limited to:

1. Hazardous material abatement and radon system installation, site work including parking lot replacement;
2. Site sidewalk repairs and new site lighting;
3. Building envelope work including new gutters, siding repairs, brick repairs, new roofing, window repairs, exterior doors and door hardware, and possibly additional attic insulation;
4. New kitchens at all 50 apartment units. Kitchen work will likely include new cabinets, countertops, sinks, low-flow faucets, and energy star appliances;
5. New bathrooms at all 50 apartment units control valves, low-flow shower heads, vanities, low-flow faucets, high-efficiency toilets, and bathrooms accessories such as towel bars, etc;
6. New flooring and fresh paint throughout the interior spaces;
7. LED apartment lighting; and
8. New Boilers and HVAC equipment.

March 7, 2023

Mr. William Collins  
1-36 Jaidee Drive Associates, L.P.  
P.O. Box 370218  
West Hartford, CT 06137-0218

**Re: Easton Place – CHFA #98017M  
2022 Annual Financial Statement**

Dear Mr. Collins:

A review of the 2022 Annual Financial Statement for the above referenced Development has been completed.

Based on the Promissory Note and a Net Operating Income of \$91,027, Additional Interest is not owed to CHFA and there were no funds available for an Owner's Distribution for the year ending December 31, 2022.

The following is noted:

- **Adjusted Cash Flow, HM 6-51b, was utilized in the 2021 and 2022. Going forward, please use Surplus Cash, HM 6-51a. Both calculations were negative in 2021 and 2022 and, did not affect Additional Interest or Distributions for 2021 or 2022.**
- **Easton Place will remain on the CHFA Watch List. Please continue to send quarterly financials.**
- **AP Operations is more than 10% of Total Operations before Depreciation less Financial Expense. Please explain why this occurred and how this will be rectified in the future.**

Should you have any questions, please feel free to contact me via e-mail at [catherine.webb@chfa.org](mailto:catherine.webb@chfa.org).

Sincerely,

*Catherine Webb*

Asset Manager 2

Cc: Bruce Whitaker  
file

**CHFA NOI and CASH FLOW PROJECTION**

CHFA Underwriting  
3/31/2023

**East Modernization, East Hartford CT 22-406**  
**East West Modernization, LLC**

LIHTC No. **0**

**INCOME**

[ Net of Estimated Vacancy Loss % ]

			1	2	3	4	5
			2024	2025	2026	2027	2028
RESIDENTIAL - Afford. [ Tenant Rent PMTS ]	Vac. %	Trend %	548,942	559,921	571,119	582,542	594,192
RESIDENTIAL Rent Subsidy Total	5.0%	2.0%	-	-	-	-	-
RESIDENTIAL - Non-Qualified	10.0%	2.0%	-	-	-	-	-
Laundry and Other Concessions	20.0%	2.0%	-	-	-	-	-
Elderly / Congregate	20.0%	2.0%	-	-	-	-	-
Commercial / Retail	50.0%	2.0%	-	-	-	-	-
Parking	20.0%	2.0%	-	-	-	-	-
Other	20.0%	2.0%	-	-	-	-	-
<b>EFFECTIVE GROSS INCOME (EGI)</b>			<b>\$ 548,942</b>	<b>\$ 559,921</b>	<b>\$ 571,119</b>	<b>\$ 582,542</b>	<b>\$ 594,192</b>

**EXPENSES**

Total Administrative Expenses	3.0%	96,451	99,345	102,325	105,395	108,556
Total Utilities Expenses	3.0%	67,009	69,019	71,090	73,223	75,419
Total Maintenance and Operating Expenses	3.0%	132,350	136,321	140,410	144,622	148,961
Property & Liability Insurance	3.0%	38,000	39,140	40,314	41,524	42,769
Misc.	3.0%	-	-	-	-	-
Elderly & Congregate	3.0%	-	-	-	-	-
Capital (Replacement) Reserves-CHFA	0.0%	21,250	21,250	21,250	21,250	21,250
Real Estate Tax/PILOT	0.0%	83,000	83,000	83,000	83,000	83,000
<b>Sub. Tot: ANNUAL EXPENSES</b>		<b>\$ 438,060</b>	<b>\$ 448,074</b>	<b>\$ 458,389</b>	<b>\$ 469,013</b>	<b>\$ 479,956</b>
	\$'s PUPA	\$8,761	\$8,961	\$9,168	\$9,380	\$9,599

NPV	Rate	NOI	1	2	3	4	5
\$1,221,316	6.30%	AFDS @ 1.15	\$ 110,882	\$ 111,847	\$ 112,730	\$ 113,528	\$ 114,236
			\$96,419	\$97,258	\$98,026	\$98,720	\$99,336

**SCHEDULED ANNUAL DEBT SERVICE (ADS)**

<b>CHFA 1st Mortg. Loan</b>	PV >	\$280,000	ADS	19,840	19,840	19,840	19,840	19,840
Self-Amortizing	Term (Yrs.) >	35	DSC	5.589	5.637	5.682	5.722	5.758
	Rate >	6.30%	Bal. (E.O.Y.)	\$277,735	\$275,324	\$272,756	\$270,021	\$267,110
<b>DOH FUNDS</b>	PV >	\$2,965,000	ADS	-	-	-	-	-
	Term (Yrs.) >	35	DSC	n/a	n/a	n/a	n/a	n/a
	Rate >	0.00%	Bal. (E.O.Y.)	\$2,965,000	\$2,965,000	\$2,965,000	\$2,965,000	\$2,965,000
<b>CHFA Assumed Loan</b>	PV >	\$1,475,000	ADS	76,682	76,682	76,682	76,682	76,682
	Term (Yrs.) >	35	DSC	1.149	1.159	1.168	1.176	1.184
	Rate >	3.84%	Bal. (E.O.Y.)	\$1,454,602	\$1,433,407	\$1,411,383	\$1,388,499	\$1,364,720
	<b>ADS STOT. =</b>		<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>
<b>CASH FLOW AFTER DEBT SERVICE (CFADS)</b>			<b>\$ 14,360</b>	<b>\$ 15,325</b>	<b>\$ 16,209</b>	<b>\$ 17,007</b>	<b>\$ 17,715</b>	
<b>PROJECT DSC:</b>			<b>1.149</b>	<b>1.159</b>	<b>1.168</b>	<b>1.176</b>	<b>1.184</b>	

**CHFA NOI and CASH FLOW PROJECTION**

CHFA Underwriting  
3/31/2023

**East Modernization, East Hartford CT 22-406**  
**East West Modernization, LLC**

		LIHTC No.	0	6	7	8	9	10
<b>INCOME</b>								
[ Net of Estimated Vacancy Loss % ]	Vac. %	Trend %	2029	2030	2031	2032	2033	
RESIDENTIAL - Afford. [ Tenant Rent PMTS ]	5.0%	2.0%	606,076	618,198	630,562	643,173	656,037	
RESIDENTIAL Rent Subsidy Total	5.0%	2.0%	-	-	-	-	-	
RESIDENTIAL - Non-Qualified	10.0%	2.0%	-	-	-	-	-	
Laundry and Other Concessions	20.0%	2.0%	-	-	-	-	-	
Elderly / Congregate	20.0%	2.0%	-	-	-	-	-	
Commercial / Retail	50.0%	2.0%	-	-	-	-	-	
Parking	20.0%	2.0%	-	-	-	-	-	
Other	20.0%	2.0%	-	-	-	-	-	
<b>EFFECTIVE GROSS INCOME (EGI)</b>			<b>\$ 606,076</b>	<b>\$ 618,198</b>	<b>\$ 630,562</b>	<b>\$ 643,173</b>	<b>\$ 656,037</b>	
<b>EXPENSES</b>								
Total Administrative Expenses	3.0%		111,813	115,168	118,623	122,181	125,847	
Total Utilities Expenses	3.0%		77,682	80,012	82,413	84,885	87,432	
Total Maintenance and Operating Expenses	3.0%		153,430	158,033	162,774	167,657	172,687	
Property & Liability Insurance	3.0%		44,052	45,374	46,735	48,137	49,581	
Misc.	3.0%		-	-	-	-	-	
Elderly & Congregate	3.0%		-	-	-	-	-	
Capital (Replacement) Reserves-CHFA	0.0%		21,250	21,250	21,250	21,250	21,250	
Real Estate Tax/PILOT	0.0%		83,000	83,000	83,000	83,000	83,000	
<b>Sub. Tot: ANNUAL EXPENSES</b>			<b>\$ 491,227</b>	<b>\$ 502,837</b>	<b>\$ 514,794</b>	<b>\$ 527,111</b>	<b>\$ 539,796</b>	
			\$'s PUPA	\$9,825	\$10,057	\$10,296	\$10,542	\$10,796
<b>NPV</b>	<b>Rate</b>	<b>NOI</b>	<b>\$ 114,849</b>	<b>\$ 115,361</b>	<b>\$ 115,768</b>	<b>\$ 116,063</b>	<b>\$ 116,240</b>	
\$1,221,316	6.30%	AFDS @ 1.15	\$99,869	\$100,314	\$100,667	\$100,924	\$101,078	
<b>SCHEDULED ANNUAL DEBT SERVICE (ADS)</b>								
<b>CHFA 1st Mortg. Loan</b>	PV >	\$280,000	ADS	19,840	19,840	19,840	19,840	19,840
Self-Amortizing	Term (Yrs.) >	35	DSC	5.789	5.815	5.835	5.850	5.859
	Rate >	6.30%	Bal. (E.O.Y.)	\$264,009	\$260,707	\$257,191	\$253,448	\$249,461
<b>DOH FUNDS</b>	PV >	\$2,965,000	ADS	-	-	-	-	-
	Term (Yrs.) >	35	DSC	n/a	n/a	n/a	n/a	n/a
	Rate >	0.00%	Bal. (E.O.Y.)	\$2,965,000	\$2,965,000	\$2,965,000	\$2,965,000	\$2,965,000
<b>CHFA Assumed Loan</b>	PV >	\$1,475,000	ADS	76,682	76,682	76,682	76,682	76,682
	Term (Yrs.) >	35	DSC	1.190	1.195	1.199	1.202	1.204
	Rate >	3.84%	Bal. (E.O.Y.)	\$1,340,012	\$1,314,338	\$1,287,661	\$1,259,941	\$1,231,138
<b>ADS STOT. =</b>			<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>	<b>\$ 96,522</b>	
<b>CASH FLOW AFTER DEBT SERVICE (CFADS)</b>			<b>\$ 18,327</b>	<b>\$ 18,840</b>	<b>\$ 19,246</b>	<b>\$ 19,541</b>	<b>\$ 19,719</b>	
<b>PROJECT DSC:</b>			<b>1.190</b>	<b>1.195</b>	<b>1.199</b>	<b>1.202</b>	<b>1.204</b>	

**CHFA NOI and CASH FLOW PROJECTION**

CHFA Underwriting  
3/31/2023

**East Modernization, East Hartford CT 22-406**  
**East West Modernization, LLC**

		LIHTC No.	0	11	12	13	14	15
				2034	2035	2036	2037	2038
<b>INCOME</b>								
[ Net of Estimated Vacancy Loss % ]	<u>Vac. %</u>	<u>Trend %</u>						
RESIDENTIAL - Afford. [ Tenant Rent PMTS ]	5.0%	2.0%		669,157	682,540	696,191	710,115	724,317
RESIDENTIAL Rent Subsidy Total	5.0%	2.0%		-	-	-	-	-
RESIDENTIAL - Non-Qualified	10.0%	2.0%		-	-	-	-	-
Laundry and Other Concessions	20.0%	2.0%		-	-	-	-	-
Elderly / Congregate	20.0%	2.0%		-	-	-	-	-
Commercial / Retail	50.0%	2.0%		-	-	-	-	-
Parking	20.0%	2.0%		-	-	-	-	-
Other	20.0%	2.0%		-	-	-	-	-
<b>EFFECTIVE GROSS INCOME (EGI)</b>				\$ 669,157	\$ 682,540	\$ 696,191	\$ 710,115	\$ 724,317
<b>EXPENSES</b>								
Total Administrative Expenses	3.0%			129,622	133,511	137,516	141,642	145,891
Total Utilities Expenses	3.0%			90,054	92,756	95,539	98,405	101,357
Total Maintenance and Operating Expenses	3.0%			177,867	183,203	188,699	194,360	200,191
Property & Liability Insurance	3.0%			51,069	52,601	54,179	55,804	57,478
Misc.	3.0%			-	-	-	-	-
Elderly & Congregate	3.0%			-	-	-	-	-
Capital (Replacement) Reserves-CHFA	0.0%			21,250	21,250	21,250	21,250	21,250
Real Estate Tax/PILOT	0.0%			83,000	83,000	83,000	83,000	83,000
<b>Sub. Tot: ANNUAL EXPENSES</b>				\$ 552,863	\$ 566,321	\$ 580,183	\$ 594,461	\$ 609,168
				\$11,057	\$11,326	\$11,604	\$11,889	\$12,183
<u>NPV</u>	<u>Rate</u>	<b>NOI</b>		\$ 116,295	\$ 116,219	\$ 116,008	\$ 115,654	\$ 115,150
\$1,221,316	6.30%	AFDS @ 1.15		\$101,126	\$101,060	\$100,876	\$100,568	\$100,130
<b>SCHEDULED ANNUAL DEBT SERVICE (ADS)</b>								
<b>CHFA 1st Mortg. Loan</b>	PV >	\$280,000	ADS	19,840	19,840	19,840	19,840	19,840
Self-Amortizing	Term (Yrs.) >	35	DSC	5.862	5.858	5.847	5.829	5.804
	Rate >	6.30%	Bal. (E.O.Y.)	\$245,216	\$240,695	\$235,882	\$230,756	\$225,298
<b>DOH FUNDS</b>	PV >	\$2,965,000	ADS	-	-	-	-	-
	Term (Yrs.) >	35	DSC	n/a	n/a	n/a	n/a	n/a
	Rate >	0.00%	Bal. (E.O.Y.)	\$2,965,000	\$2,965,000	\$2,965,000	\$2,965,000	\$2,965,000
<b>CHFA Assumed Loan</b>	PV >	\$1,475,000	ADS	76,682	76,682	76,682	76,682	76,682
	Term (Yrs.) >	35	DSC	1.205	1.204	1.202	1.198	1.193
	Rate >	3.84%	Bal. (E.O.Y.)	\$1,201,209	\$1,170,110	\$1,137,796	\$1,104,219	\$1,069,329
<b>ADS STOT. =</b>				\$ 96,522	\$ 96,522	\$ 96,522	\$ 96,522	\$ 96,522
<b>CASH FLOW AFTER DEBT SERVICE (CFADS)</b>				\$ 19,773	\$ 19,698	\$ 19,486	\$ 19,132	\$ 18,628
<b>PROJECT DSC:</b>				1.205	1.204	1.202	1.198	1.193



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 4<sup>th</sup>, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh *MW*  
RE: REFERRAL: Fees Committee

---

Please see the enclosed memo from Development Director Eileen Buckheit to refer to the fees committee the Building Department and Fire Marshal fee schedule. The purpose of the referral is to review the current fee schedule and make recommendations to adjust our fee schedule to those of comparable Towns with the goal of making East Hartford more business friendly.

Please place this item on the Town Council agenda for the April 4<sup>th</sup>, 2023 meeting.

C: E. Buckheit, Development Director  
M. McCaw, Finance Director  
M. Walsh, Mayor



TO: Mayor Mike Walsh

FROM: Eileen Buckheit, Development Director

DATE: March 27, 2023

RE: April 4<sup>th</sup> Town Council agenda item

---

I am respectfully requesting an item be placed on the April 4<sup>th</sup> Town Council agenda for a referral to the Fees Committee.

Over the past several years, the development office has had numerous discussions with applicants regarding our building and fire fees when they are at the point of applying for permits to begin construction. In the past several months, we have forwarded several requests for either a cap on the fees for larger developments, such as National Development, or a reduction in the fees for specific projects, such as the hotel on Roberts Street. It is my opinion that both our fees combined with rising interest rates and material costs have increased these requests.

Upon review of several communities' fee schedules, I have come to the conclusion that our fire marshal fees should be examined. I have discussed this issue with our building official, fire marshal, and fire chief. There are several communities which are more comparable to East Hartford, including Meriden, Enfield and Milford.

It is my recommendation that we use the Meriden model which is a fire marshal fee based on a percentage of the building permit fee. We can either use 75% for all fees, or possibly use 65% for an inspection, which could rise to 85% for inspections including a fire suppression system.

A review and possible change to our fee schedule will assist our efforts to be business friendly and add certainty to the approval and permitting process which is essential to successful development.

# Comparison of Fire Marshal Fees for Permit Reviews

As of March 28, 2023

Highlighting indicates municipalities with similar activity levels as East Hartford

Town	Initial Fee	Additional Fee	Other
Bloomfield		\$0	
Bristol	\$40 for 1st \$1,000 construction	\$20 per \$1,000 construction	Building permit review fees are not shared with the Fire Marshal's Office
East Hartford			The same fee structure in addition to original for a sprinkler or fire alarm
Enfield		\$30 \$10.00 per \$1000	
Glastonbury		\$0	
Hartford	\$50.26 for 1st \$1,000 construction \$20 for up to \$4,000 construction	\$30.26 per \$1,000	
Manchester		\$7 per \$1,000	C.O. Inspection Included
Meriden			65% of the building permit fee, increases to 100% of building permit for any fire protection system where additional/hired review is needed
Milford		\$75 25% of Building Permit	Sliding scale based on Fire Sprinkler Size/other suppression systems
New Britain	\$0 for 1st \$1,000 of property value	\$3 per \$1,000 for \$1,001 through \$50,000	\$6 per \$1,000 in excess of \$50,000
New Haven	\$80 up to 2,000 sf	\$150 2,000-4,999 sf; \$450 5,000-9,999 sf; \$650 10,000-29,999 sf; \$850 30,000-49,999 sf; \$1,400 50,000 sf and up	
Rocky Hill		\$0	
South Windsor	\$7 per \$1,000 construction		



			65% of building fee, additional 100% of building permit fee on top of that if they need mechanical review (fire sprinklers and alarm)
West Hartford	\$20.80 for 1st \$1,000 construction	\$11.05 per \$1,000	
Windsor	\$8.75 for 1st \$1,000 construction*	\$3.25 for additional \$1,000*	*within the Building Permit fee as 25%





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 5, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: REFERRAL: Referral to Pension and personal subcommittee-Collector of Revenue

---

Please see attached for the Assistant Collector of Revenue position description with proposed revisions. The Assistant Collector of Revenue job description has not been updated since 2012, and the role has evolved.

Please place this item on the Town Council agenda for the April 18, 2023 meeting for consideration.

C: T. Harris, HR Director

MICHAEL P. WALSH  
MAYOR

# TOWN OF EAST HARTFORD

(860) 291-7220

TYRON HARRIS  
DIRECTOR  
OFFICE OF HUMAN  
RESOURCES

740 Main Street  
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

April 4<sup>th</sup> 2023

The Hon. Mayor Mike Walsh  
740 Main Street  
East Hartford, CT 06108

Re: Assistant Collector of Revenue

Dear Mr. Walsh:

Attached is the Assistant Collector of Revenue position description with proposed revisions.

The Assistant Collector of Revenue job description has not been updated since 2012, and the role has evolved. Some of the key additions are

- Provides policies and procedures for the department.
- Interviews Job candidates and recommends selection with Tax collectors. New hire training and assistance with employee performance evaluations.
- Responsible for performing delinquent tax collecting functions, including Supervising and implementing alias tax warrants and conducting audits.
- Responsible for assigning delinquent accounts to collection agencies, processing payments, and reporting to Finance.

Following CSEA/SEIU LOCAL NO. 2001, ARTICLE VIII 8.7, to be considered for a change in pay grade, an employee must show that he/she is: (a) performing duties in a competent manner that are significantly different from the duties of his/her current classification, and (b) the change in his/her duties are so substantial that the position in question is of a different classification than his/her current classification. Therefore, I recommend that this position is referred to Town Council for consideration of a pay grade change.

**Tyron V. Harris- SHRM-CP, FMLA-CP, HRBP-CP**  
**Building A Resilient NonProfit Culture-CP**  
**Advanced Certification in Strategic Human Resources Management**  
Human Resources Director & Chief Diversity Officer

*Customer Service. Collaboration. Communication.*

## TOWN OF EAST HARTFORD

**TITLE:** Assistant Collector of Revenue

**GRADE:** 44-13

**DEPARTMENT:** Tax - Finance  
5/1/2023

**DATE:** 10/16/12

### POSITION DEFINITION:

Under the general direction of the Collector of Revenue, provides technical and administrative assistance, of some complexity and variety, to the Collector of Revenue. Assumes the full responsibility of the office in the absence of the Collector.

### ESSENTIAL JOB FUNCTIONS:

- Plans and organizes work according to established or standard office procedures.
- Establishes priorities and assigns work in the functional areas of computerized billing, collection, and record keeping.
- **Recommends and participates in ~~the implementation of~~implementing changes in current collection practices, data processing, recommends changes in policies and procedures, and training in computerized operating procedures.**
- Supervises ~~accounts'~~accounts clerks in receiving, recording and verifying revenues.
- Intervenes on behalf of subordinate staff to resolve **non routine** taxpayer complaints.
- Interprets statutory language for the public.
- **Processing and reconciling bank adjustments including: NSF, Ach Returns, Chargebacks, and deposit corrections.**
- **Responsible for performing delinquent tax collecting functions including: Supervising and implementing alias tax warrants and conducting audit.**
- **Responsible for assigning delinquent accounts to collection agencies, processing payments, and reporting to Finance.**
- Oversees the maintenance of manual and computerized financial records, including receiving and crediting of taxes and any special assessments or charges.
- **Maintains and balances daily deposits**, accounts receivable, and checking ~~account~~accounts and prepares monthly financial revenue statements.
- **Assist with Department budget.**
- **Maintains records with bank for check scanning and balancing.**
- Develops and maintains monthly reports and computer files for audit trail.
- Tracks overpayments and oversees refund procedure.
- **Maintains records retention schedule with State Library.**
- Performs data collection and processing in preparation for generating real estate bills, lists and electronic files for escrow institutions and tax services throughout the year.
- Performs mathematical computations, requiring absolute accuracy in examining, verifying and correcting taxes, and interest amounts.
- Prepares and enters information into computerized collection system.
- Provides information and assistance to attorneys, title searchers, and banking officials.
- Assists in the preparation and processing of delinquent tax lists, tax and other lien notices.

- Prepares statistical information of some complexity for Collector.
- Provides general information and assistance to members of the general public.
- Provides supervision and leadership to other clerical staff.
- Provides policies and procedures for the department.
- Interviews Job candidates and recommends selection with Tax Collectorcollectors. New hire training and assists with employee performance evaluations.
- Manages and participates in special projects as requested.
- Opens and screens mail and handles routine correspondence for Collector.
- Maintains delinquent taxpayer status with DMV.
- Sets up and maintains office files, spreadsheets, and records as needed. Implementing modernization and efficiencies as needed.
- Works with IT and vendors to implement appropriate information, and resolve issues.
- Maintains files documenting adjustments, corrections, and refunds for audit trail.
- Performs word processing and related clerical work.
- Operates computer workstation and peripherals, copier, fax machine, calculator, and other office equipment.

### **ADDITIONAL JOB FUNCTIONS:**

- May communicate verbally or in writing with non-English speaking members of the public.
- May provide services as public notary to members of the public.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of accounting, and office management techniques.
- Considerable Basic computer skills including the ability to enter retrieve and verify data; knowledge of, or experience with word processing and spreadsheet programs or the ability to acquire such skills.
- Considerable knowledge in oral and written communication.
- Considerable ability to establish and maintain effective working relationships with associates, banks, other agencies, and the general public.
- Through knowledge ability to acquire a working knowledge of tax collection policies, procedures, and laws, including pertinent State Statutes and Town Ordinances.
- Considerable skills in business mathematics and mathematical computations.
- Ability to perform basic mathematical computations.
- Ability to deal effectively with town staff, state, and local officials, and the public.
- Ability to maintain complex records and files.

### **PHYSICAL AND MENTAL EFFORT, AND ENVIRONMENTAL CONDITIONS:**

- Works in an office setting subject to continuous interruptions and background noise.
- Includes exposure to video display terminals on a daily basis.
- Ability to operate equipment requiring eye and hand coordination.
- Must be able to work under stress from demanding deadlines and changing priorities and conditions.

- Must be able to sit at a desk or stand and work continuously for extended periods of time.

### **JOB QUALIFICATIONS:**

- Requires a high school education, or its equivalent, with ~~course work~~coursework in Bookkeeping or Business Mathematics and at least three years of municipal collections experience;
- or an Associates' Degree in a related field and one year of such experience.

### **LICENSING REQUIREMENTS:**

- CCMC Certification required within 3 years of implementation of this job description and pay grade, or appointment to this position.
- Continued education and training to maintain re-certification every 5 years.

### **EEO/AA Statement**

In the Town of East Hartford, we don't just accept difference — we celebrate it, we support it, and we thrive on it for the benefit of our employees, our residents, and our community partners. The Town of East Hartford is proud to be an equal-opportunity workplace.

**NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.**



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 6, 2023  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: AMUSEMENT PERMIT APPLICATION

---

The following Amusement Permits are 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 permits to the Town Council agenda for the April 18, 2023 meeting.

- Lung Force Walk
  - Saturday, June 3, 2023 from 9am-11am, walk along Ct River and ceremony at Amphitheater at Great River Park

C: S. Sansom, Chief of Police



MICHAEL P. WALSH  
MAYOR

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

31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

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

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: April 4, 2023

Re: **Amusement Permit Application**  
**“Lung Force Walk”**

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.



Scott M. Sansom  
Chief of Police

MICHAEL P. WALSH  
MAYOR

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

TELEPHONE  
(860) 528-4401

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

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

April 4, 2023

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

**Re: Outdoor Amusement Permit Application  
"LUNG FORCE Walk"**

Dear Chairman Kehoe:

Attached please find the amusement permit application by the **American Lung Association** by **Janeene Catalano, Development Coordinator**. The applicant seeks to conduct a walk along the CT River in support of those with lung disease on **Saturday, June 3, 2023 from 9am to 11am**. They will hold an opening ceremony at the **Amphitheater at Great River Park**. They will have a few vendors present and one of their sponsors, iHeart Radio, will provide music. They will provide water bottles and snacks for free with set-up at **6am** and **registration beginning at 9am**. This is a rain or shine event.

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 Department** approves the application as submitted.

The **Office of Corporation Counsel** approves the application as submitted and requests that a Limited License Agreement be signed.

The **Fire Department** approves the application as submitted and indicates there are **no anticipated costs to their Department**.

The **Health, 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,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Scott M. Sansom  
Chief of Police

Cc: Applicant

**Rivera, Augustina**

---

**From:** Sasen, Christine  
**Sent:** Tuesday, March 21, 2023 2:42 PM  
**To:** Rivera, Augustina  
**Cc:** Fitzgerald, Robert; Sasen, Christine  
**Subject:** Re: Permit Request - LUNG FORCE Walk---Permit Fee

COI ok.

Get [Outlook for iOS](#)

---

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Tuesday, March 21, 2023 11:13:04 AM  
**To:** Sasen, Christine <CSasen@easthartfordct.gov>  
**Subject:** FW: Permit Request - LUNG FORCE Walk---Permit Fee

Hi Chris,

Here is the COI for the Lung Force Walk. Let me know if it is approved.

Tina

---

**From:** Janeene Catalano <Janeene.Catalano@lung.org>  
**Sent:** Wednesday, March 15, 2023 3:03 PM  
**To:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Subject:** RE: Permit Request - LUNG FORCE Walk---Permit Fee

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

---

Thank you Tina, I will get that to you right away!  
In addition, here is the COI requested for the permit.  
Thank you and have a great day!

**Janeene Catalano**  
Development Coordinator | Connecticut  
**American Lung Association**  
45 Ash Street, East Hartford, CT 06108  
O: 860-838-4362  
Lung HelpLine: 1-800-LUNGUSA  
[Lung.org](http://Lung.org) | [Janeene.Catalano@lung.org](mailto:Janeene.Catalano@lung.org)  
Pronouns: She, Her, Hers



**Rivera, Augustina**

---

**From:** Fitzgerald, Robert  
**Sent:** Monday, April 3, 2023 3:29 PM  
**To:** Rivera, Augustina  
**Subject:** RE: Outdoor Amusement Permit Application-LUNG FORCE Walk

Yes, if the license agreement was agreed to and signed I am all set on this.

Thank you,

Robert Fitzgerald

---

**From:** Rivera, Augustina <[ARivera@easthartfordct.gov](mailto:ARivera@easthartfordct.gov)>  
**Sent:** Monday, April 3, 2023 3:05 PM  
**To:** Fitzgerald, Robert <[rfitzgerald@easthartfordct.gov](mailto:rfitzgerald@easthartfordct.gov)>  
**Subject:** FW: Outdoor Amusement Permit Application-LUNG FORCE Walk

Hi Robert,

Just checking in, I got the License Agreement signed by the applicant, am I correct in assuming that you are ok with this to move forward thru the process?

---

**From:** Fravel, Theodore <[tfravel@easthartfordct.gov](mailto:tfravel@easthartfordct.gov)>  
**Sent:** Friday, March 24, 2023 2:02 PM  
**To:** Fitzgerald, Robert <[rfitzgerald@easthartfordct.gov](mailto:rfitzgerald@easthartfordct.gov)>; Rivera, Augustina <[ARivera@easthartfordct.gov](mailto:ARivera@easthartfordct.gov)>  
**Cc:** Corp Counsel <[corpcounsel@easthartfordct.gov](mailto:corpcounsel@easthartfordct.gov)>  
**Subject:** RE: Outdoor Amusement Permit Application-LUNG FORCE Walk

Robert, we have looked through all of our files and we do not have the doc's for Riverfront Recapture.

I know they were working with the Mayor's office just prior to COVID on some projects.

Ted

---

**From:** Fitzgerald, Robert <[rfitzgerald@easthartfordct.gov](mailto:rfitzgerald@easthartfordct.gov)>  
**Sent:** Friday, March 24, 2023 11:50 AM  
**To:** Rivera, Augustina <[ARivera@easthartfordct.gov](mailto:ARivera@easthartfordct.gov)>  
**Cc:** Corp Counsel <[corpcounsel@easthartfordct.gov](mailto:corpcounsel@easthartfordct.gov)>; Fravel, Theodore <[tfravel@easthartfordct.gov](mailto:tfravel@easthartfordct.gov)>  
**Subject:** RE: Outdoor Amusement Permit Application-LUNG FORCE Walk

Tina:

As a follow-up, the applicant should execute and return the attached limited license agreement. This agreement once signed by the applicant should go with the packet to the Town Council prior to the mayor signing it.

Thanks,



Scott Sansom  
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



Michael P. Walsh  
Mayor

### Administrative Review of Amusement Permit

Event Date: Saturday, June 3, 2023

Event: "LUNG FORCE Walk"

Applicant: **American Lung Association**  
**Janeene Catalano, Development Coordinator**

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 \$ \_\_\_\_\_



Signature  
Assistant Chief Steve Alsup

3/21/2023  
Date

Comments:

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

**DATE: 6/3/2023**

**APPLICATION FOR: LUNG FORCE Walk**

**APPLICANT: Janeene Catalano**  
860-838-4362/ 732-609-5556  
45 Ash Street, East Hartford, CT 06108

**ADDRESS: Great River Park, 301 E River Driver, East Hartford, CT 06106**

**DATE(S) OF EVENT: Saturday, June 3, 2023 (9am – 11 am)**  
**No location changes and no other dates**

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:**



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



Scott Sansom  
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

Health Dept



Michael P. Walsh  
Mayor

## Administrative Review of Amusement Permit

Event Date: Saturday, June 3, 2023

Event: "LUNG FORCE Walk"

Applicant: **American Lung Association**  
**Janeene Catalano, Development Coordinator**

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 \$ \_\_\_\_\_

Laurence Burnsed, MPH, MBA  
Signature

March 23, 2023  
Date

Comments:





Scott Sansom  
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**



Michael P. Walsh  
Mayor

## Administrative Review of Amusement Permit

Event Date: Saturday, June 3, 2023

Event: "LUNG FORCE Walk"

Applicant: **American Lung Association  
Janeene Catalano, Development Coordinator**

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.
  - x 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
  - x  Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$0.00

Ted Fravel

Signature

3/24/23

Date

Comments:

The applicant needs to sign the licensing agreement.



Scott Sansom  
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**



Michael P. Walsh  
Mayor

## Administrative Review of Amusement Permit

Event Date: Saturday, June 3, 2023

Event: "LUNG FORCE Walk"

Applicant: **American Lung Association  
Janeene Catalano, Development Coordinator**

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

\_\_\_\_\_  
Signature Alexander M. Trujillo 3/21/2023 Date

Comments:

**Rivera, Augustina**

---

**From:** Hawkins, Mack  
**Sent:** Monday, March 20, 2023 2:19 PM  
**To:** Rivera, Augustina  
**Subject:** RE: Outdoor Amusement Permit Application-LUNG FORCE Walk

Tina,

I have reviewed the Outdoor Amusement Permit Application for LUNG FORCE Walk for 2023. I approve the application as submitted. Please mark the worksheet "Extra Attention" for the day of the event.

Thank you,

*Mack S. Hawkins*

Assistant 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:** Wednesday, March 15, 2023 12:25 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@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>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@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>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit Application-LUNG FORCE Walk

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh  
Mayor

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

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

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

1. Name of Event:  
**LUNG FORCE Walk**
2. Date(s) of Event:  
**June 3, 2023 (rain or shine event)**
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):  
**Janeene Catalano on behalf of the American Lung Association  
860-838-4362 | 732-609-5556  
45 Ash Street, East Hartford, CT 06108  
Janeene.Catalano@Lung.org**
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.  
**American Lung Association, 55 W Wacker Dr, Suite 1150, Chicago, IL 60601**  
**National Board of Directors attached on separate document.**
5. List the location of the proposed amusement: (Name of facility and address)  
**Great River Park, 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):  
**Saturday, June 3, 2023 (9am - 11am)  
No location changes and no other dates**
7. Provide a detailed description of the proposed amusement:  
**Our LUNG FORCE Walk is simply a walk along the CT River in support of those with lung disease. We will have a ceremony at the beginning of the event in the amphitheater area. More attached on addt. paper.**

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)? **June 3, 2023 (9am-11am)**

9. What is the expected age group(s) of participants?  
**13+, some participants are 65+**

10. What is the expected attendance at the proposed amusement:  
(If more than one performance, indicate time / day / date and anticipated attendance for each.)  
**125 participants**

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:

**There will be roughly 125 participants for a brief period of time and we do not anticipate a large crowd.**

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:  
**All streets will be open for community use, and the walk is along a walking path.**

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

**Participants will be able to park in the American Eagle Financial Credit Union lot around the corner.**

d. Noise impact on neighborhood:

**There will low music played, and will not have much of a noise impact on neighborhood.**

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

**We actively use trash cans provided and collect any trash for removal before the end of event.**

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

**No disruption to neighborhood expected.**

g. Other expected influence on surrounding neighborhood:

**No other influence to neighborhood.**

12. Provide a detailed plan for the following:

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

**Site will be fully accesible for emergency personnel.**

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

**Crisis plan in place which includes appropriate communication of proper authorities.**

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

**We will have a lead medic onsite who will monitor and take appropriate action.**

d. Crowd control plan:

**We anticipate having 125 participants and do not anticipate a large crowd with control needed.**

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

**We will remove all items brought to the Park in addition to walking the property to make sure all trash has been removed, and no damage has occurred.**

f. Provision of sanitary facilities:  
Riverfront Recapture has provided portojohns for us to use for the event.

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:

American Lung Association

(Legal Name of Applicant)

  
(Applicant Signature)

Janeene Catalano

(Printed Name)

3/15/2023

(Date Signed)

Development Coordinator

(Capacity in which signing)

- 
- (Click button to send application electronically to [ehpdpermits@easthartfordct.gov](mailto:ehpdpermits@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

NO  
NO  
NO  
NO  
NO

**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**

Received By: Augustina Bivera

Employee Number: 9099

Date & Time Signed: 3/15/2023 11 : 20 (AM) PM

Time remaining before event: 80 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.

The LUNG FORCE Walk is a rain or shine event that is open to the public, but they must register when they arrive. The primary audience of our walk is those that are or know someone that is affected with a lung disease. Registration is free for individuals to attend, and those who register have the opportunity to fundraise for the association.

Equipment being used is primarily 10x10 tents supplied by the association, possibly a 10x20 tent, tables and chairs, and a blow up arch. We will also have sandwich boards for signage and lawn stakes. None of our vendors/sponsors will be bringing their own tents.

We will start setting up for the event at approx. 6am. Registration opens at 9am. This is when those who want to register day of can do so, or those already registered can check-in.

From 9am to 9:25am, people have the chance to walk around to our vendors (sponsors) that will be set up in the amphitheater area with 10x10 tents. These are tents that we have set up for them. None of the vendors will need electricity.

One of our sponsors, iHeart Radio, will be a vendor at the event. They usually come with speakers and supply music for the group. They usually just put on a radio station or Sirius XM depending on what they choose.

Another sponsor, Jazzercise of West Hartford, will perform a warm up from 9:25am-9:40am for the group to get them pumped up for the workout. They would use the speakers iHeart Radio is providing to play their music.

We will have a 'doggy station tent' as we allow participants to bring their animals. The tent will compromise of bandanas they can tie around their animal, doggy bags for cleanup, and water bowls so they can stay hydrated.

At 9:40am, we will have an opening ceremony to talk about lung disease, some our champions that have battled a disease, and recognize our top teams, top fundraisers, etc.

At 10am, we will hold a ribbon cutting to start the walk. We tie the ribbon to the arch we have, that either needs electricity or a generator to be blown up, and we use weights to secure down.

Participants will walk north along the CT River and come back to the amphitheater area. We typically have signs set up along the river, with a 10x10 tent at the halfway point with water bottles so participants can stop for a refreshment.

Regarding food, we typically try to buy grocery store items such as granola bars, and individually wrapped snacks, for our snack table. Participants can help themselves to whatever they wish, free of charge. We will also have plenty of water bottles throughout the event to hydrate. We have contacted the Health Department, Anton, and he stated that no permit is needed on his end and we are free to have those items.

We will roughly have 125 people at the event including staff members and volunteers.

Riverfront Recapture, who we have booked the date with, has documented that we need certain COI requirements per their standards, and have gotten the document based on what they require. If edits need to be made, we can absolutely do so.





## **National Board of Directors**

### **Chair**

Cheryl Calhoun, CPA

### **Chair Elect**

Sumita B. Khatri, MD, MS

### **Secretary/Treasurer**

Michael V. Carstens

### **Vice Chair, Mission Programs**

Johnny A. Smith, Jr., MA

### **Past Chair**

Stephen R. O'Kane

### **Directors**

Felix Aguilar, MD, MPH

Rabih I. Bechara, MD, FCCP

Anne E. Dixon, MD

Aff El-Hasan, MD

David G. Hill, MD

Mark C. Johnson, MBA

Wendy Lawson, MPH, RRT

Colleen M. McIntosh, JD, LL.M.

Sean R. Muldoon, MD

Joe Ochipinti

Jonathon K. Rosen

Laurie M. Shelby

Sterling QL Yee, MBA

### **National President and CEO**

Harold P. Wimmer

# American Lung Association.

**Saturday, June 3rd - Great River Park, East Hartford  
Reg 9AM - Opening Ceremony: 9:40AM - Walk Starts 10AM**



**Turnaround/Rest Stop/  
1 table, 2 chairs, 1 10x10 tent  
cases of water**

**Doggy Station  
1 10x10 tent  
1 chair**

**Food Table  
1 table  
1 chair  
1 10x10 tent**

**Arch**

**Trinity Health  
1 table  
2 chairs  
1 10x10 tent**

**General  
1 table  
2 chairs  
1 10x10 tent**

**Mervence  
1 table  
2 chairs  
1 10x10 tent**

**Jefferson Radiology  
1 table  
2 chairs  
1 10x10 tent**

**Jazzercise of WPI  
1 table  
2 chairs  
1 10x10 tent**

**Mission Care  
1 table, 2 chairs,  
1 10x10 tent**

**Step & Repeat**

**Ilkoert  
1 table, 2 chairs  
1 10x10 tent  
speakers**

**Registration  
3 tables, 4 chairs  
1 10x20 tent**

**Vol Reg  
1 table, 1 chair  
1 10x10 tent**

**Entrance  
/Exit**

**Parking Sign  
A-frame**

**East River Dr**

**East River Dr**

**East River Dr**

**River**

**Great**



# EVENT CONTRACT

**Event Status: Definite**

Client/Organization American Lung Association	Event Date 6/3/2023 (Sat)	Telephone (860) 838-4362	Fax ( ) -	Event # E09169
Address 45 Ash Street		Booked 1/31/2023	Revised 2/7/2023 9:42:44 AM	Pln Guests 250

Party Name American Lung Association Walk	Booking Contact Janeene Catalano	Booking Email Janeene.Catalano@lung.org	Booking Cell ( ) -
----------------------------------------------	-------------------------------------	--------------------------------------------	-----------------------

<b>Event Details</b>							
Date	Arrival	Start	End	Departure	Banquet Room Description		
6/3/2023-Sat	6:00 am	6:00 am	12:00 pm	12:00 pm	Great River Park	Charity walk	
Food/Service Items					Price	Qty	Total
Facility Fee					300.00	7	2,100.00

**Notes**

Certificate of Insurance must be received 14 days prior to event.

Subtotal	2,100.00	Next Deposit	500.00
Tax	0.00	Due Date	2/14/2023
Total Value	2,100.00	Balance	2,100.00

**A \$500 non-refundable deposit is required to secure the event date. Full balance must be paid in full (30) days prior to event date.**

To make a payment via credit card:  
<https://riverfront.org/venuedeposit>

Mail Payments to:  
 Riverfront Recapture 50 Columbus Blvd., 1st Floor, Hartford, CT 06106-1984

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum which I may sign.

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

Please return this signed contract within 7 days of receipt. Thank you.

## LIMITED LICENSE AGREEMENT

### TOWN OF EAST HARTFORD TO AMERICAN LUNG ASSOCIATION, INC.

IN THIS LICENSE AGREEMENT the words "we", "us" and "our" means the Licensor, the Town of East Hartford. The words "you" and "yours" means the Licensee, American Lung Association, Inc. and its agents, servants, employees, and volunteers.

We grant you a limited license to utilize Town property located at 301 E River Dr, East Hartford, CT 06108 and known as Great River Park (the "Premises") for the 2023 LUNG FORCE Walk. The following terms shall govern this limited license:

1. TERM. The term of the limited license begins at 6:00 am and concludes at 1:00 pm on June 3, 2023 the day of the LUNG FORCE Walk.

2. LICENSE FEE. There will be no charge for the grant of this limited license.

3. USE. You will only use the Premises for an event known as the LUNG FORCE Walk. You also may not grant a sublicense for the use of the Premises to any other party. You may not charge the public or any party for use of the Premises. Charging an entry fee to participants will not be considered charging the public or any party for use of the Premises. Your use of the Premises will be subject at all times to the direction and authority of the Town of East Hartford and its Police and Fire Departments.

4. LAWS. You will comply with all laws and regulations regarding the Premises. You will not permit any others to violate any laws or regulations on the Premises. You will pay us the amount of any fines or penalties that we have to pay because you violated any laws or regulations on the Premises.

5. CARE OF PREMISES. You will keep the Premises in a clean and safe condition. You will remove all ashes, garbage, rubbish and other waste daily in a clean and safe manner. You will not destroy or damage any part of the Premises and will take all reasonable steps to ensure that your invitees do not damage the Premises.

6. ENTERING PREMISES. We may enter on the Premises at all times. You will not unreasonably deny us the right to do so. Should an emergency arise, we will have the right to block

or close roadways even if it means stopping or delaying the LUNG FORCE Walk.

7. REPAIR OF PREMISES. When this license terminates, you will leave the Premises in good and clean condition. You will repair any damage that you or your invitees have caused or permitted. Any environmental clean-up or remediation based on your, or your invitee's, use of the Premises will be cleaned up and/or abated at your sole expense.

8. REVOCABLE. This license is revocable, at any time, by us, should an emergency situation arise.

9. INSURANCE AND HOLD HARMLESS. As additional consideration for the use of the Premises you agree to indemnify, defend and hold harmless the Town of East Hartford and its agents, servants, employees and volunteers from any loss or damages as a result of any personal injury, bodily injury, property damage or wrongful death arising out of or in any way related to the use of the Premises by you or any vendor or member of the public, the only exception being loss or damages caused by the sole gross negligence of the Town of East Hartford. This indemnity shall include, but is not limited to, any environmental harm or damage to the Premises as a result of the use of the Premises under this Limited License Agreement. You further agree to obtain general liability and automobile liability insurance with limits of at least \$1,000,000 Each Occurrence/\$2,000,000 Aggregate that provides coverage for personal injury, property damage, bodily injury and wrongful death during the entire period any person, property, equipment or apparatus is on any portion of the Premises, including set-up times, take down times, times when the LUNG FORCE Walk is in progress, after-hours and overnights. Said policies of insurance shall be specifically endorsed to name the Town of East Hartford and its agents, servants employees and volunteers as additional insureds; and shall be endorsed as primary to any insurance, including self-insurance, of the Town of East Hartford. Said policies of insurance shall also be specifically endorsed to provide coverage for the agreement by you to indemnify, defend and hold harmless the Town of East Hartford and its agents, servants, employees and volunteers described above. Your insurance policies must also provide coverage for environmental spills and/or contamination. Evidence of Worker's Compensation coverage will be required. A copy of all policies of insurance shall be provided to the Town of East Hartford thirty days before the beginning of the term of this Agreement.

10. NO COST TO TOWN. You agree that all costs associated with the LUNG FORCE Walk, including, but not limited to, advertising, clean-up, trash removal, repair of the Premises and Police, Fire and Public Works services, shall be at your sole expense. You will be asked to execute one or more separate agreements outlining your commitment to pay for Police and Fire services, and will be billed by the Public Works Department for overtime and other labor costs.

11. SEPARATE PROVISIONS. If any provision of this Limited License Agreement is invalid or unenforceable, the other provisions of this Limited License Agreement will still apply.

12. BINDING EFFECT. This Limited License Agreement shall be binding upon you and us and our respective successors, heirs, executors and administrators.

13. CONSTRUCTION. The license granted hereunder shall be construed under the laws of the State of Connecticut.

Dated March 24 2023  
TOWN OF EAST HARTFORD

\_\_\_\_\_  
By: Michael P. Walsh, Mayor

AMERICAN LUNG ASSOCIATION, INC.

  
\_\_\_\_\_  
By: Janeene Catalano, Development Coordinator