

*Robert J. Park*

TOWN COUNCIL CHAMBER/MICROSOFT "TEAMS"

FEES COMMITTEE

June 1, 2022

2022 MAY 31 AM 9:41

TOWN CLERK  
EAST HARTFORD

TO: Councillors Awet Tsegai and Travis Simpson

FROM: Harry Amadasun, Temporary Chair

RE: Wednesday June 1, 2022 @ 6:00 p.m.

This meeting is accessible through "Microsoft Teams" 1 929-235-8441 Conference ID: 218 369 660# or [Click here to join the meeting](#)

AGENDA

1. CALL TO ORDER
2. NOMINATION OF OFFICERS
  - A. Chair
  - B. Secretary
3. ADOPTION OF RULES GOVERNING MEETINGS
4. ESTABLISHMENT OF MEETING DATES
5. STORAGE OF RECORDS
6. APPROVAL OF MINUTES
  - A. May 5, 2021
7. OPPORTUNITY FOR RESIDENTS TO SPEAK
8. OLD BUSINESS
9. NEW BUSINESS
  - A. Lease Agreement between WIC and Town of East Hartford
  - B. Waste Services Fees and Procedures
10. ADJOURNMENT

c: Town Council  
Mayor Walsh  
Maryann Cruz-Aponte, Asst. Director of Public Woks  
Laurence Burnsed, Health Department Director

*Robert J. Paath*

MICROSOFT "TEAMS"

2021 SEP 24 AM 11:55

FEES COMMITTEE

SEPTEMBER 21, 2021

TOWN CLERK  
EAST HARTFORD

PRESENT Connor Martin, Chair, Councillors Awet Tsegai (in person) and Pat Harmon via Teams

ALSO Marcia A. Leclerc, Mayor  
PRESENT Laurence Burnsed, Health and Social Services Director  
via TEAMS Michael O'Connell, Public Health Supervisor

CALL TO ORDER

Chair Martin called the meeting to order at 5:35 p.m.

APPROVAL OF MINUTES

January 26, 2021

MOTION By Awet Tsegai  
seconded by Pat Harmon  
to **approve** the minutes of the January 26, 2021 meeting as presented.  
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

NEW BUSINESS

Annual Licensing and Inspection Fee Structure for Eat Hartford Salons

The Administration gave an overview on the recommended fee structure, stated that this is in accordance with the State Statute passed in 2019 allowing municipalities to conduct annual inspections of salon and collect a reasonable fee. Salons represent any business providing cosmetology services. The recommended fee structure is comparable to other surrounding municipalities. The health department has identified 125 Salons in East Hartford that they hope to inspect before the end of the calendar year. The health department will take a soft approach to these inspections to help educate business owners of the inspections and ways that they can stay compliant.

MOTION By Awet Tsegai  
seconded by Pat Harmon  
to **recommend** that the Town Council approve the annual licensing fee for hair salons in East Hartford and the fee for the annual inspection of those salons as outlined in a memo dated August 12, 2021 from Laurence Burnsed, Director of Health and Social Services to Marcia Leclerc, Mayor as follows:

- *Annual License Fee/ Late Charges:*
  - Salons with 1 – 4 stations: \$100
  - Salons with 5 – 9 stations: \$125
  - Salons with 10 or more stations: \$175
- *Late fee:*
  - Within 30 days of expiration: \$ 50
  - 31- 60 days after expiration: \$100
  - After 60 days non-renewable, revoke license, re-instatement fee: double license fee
- *Annual Inspection Fee - \$125.00*

Motion carried 3/0.

#### ADJOURNMENT

MOTION By Awet Tsegai  
seconded by Pat Harmon  
to **adjourn** (6:10 p.m.).  
Motion carried 3/0.

cc: Town Council  
Mayor Leclerc  
Laurence Burnsed, Health and Social Services Director  
Michael O'Connell, Public Health Supervisor



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 5, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: COMMUNICATION: East Hartford Waste Services Process Change

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Please set aside time for a presentation by Public Works Director John Lawlor regarding the upcoming changes to waste collection programs to improve residential experience.

Please place this item on the May 17<sup>th</sup> Town Council meeting.

CC: J. Lawlor, DPW Director  
M. Cruz-Aponte, Assistant Director for DPW  
M. McCaw, Finance Director  
R. Gentile, Assistant Corporation Counsel



**TOWN OF EAST HARTFORD PUBLIC WORKS  
MEMORANDUM**

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To: Michael P. Walsh, Mayor

From: John P. Lawlor, Jr., Director of Public Works

A handwritten signature in blue ink, appearing to be "JPL", is written over the name "John P. Lawlor, Jr." in the "From" field.

Date: May 5, 2022

RE: East Hartford Waste Services Changes 2022 Information

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The Department of Public Works initiated changes in waste collection programs to improve services to residents of 1-6 family properties. These changes also facilitated operational modifications that allow the Department to focus on new initiatives including enforcement of waste ordinances and neighborhood cleanliness, expanded public education and transfer station access.

The Department of Public Works requests that the attached packet be placed on the agenda for the May 17, 2022, Town Council meeting as informational.

cc:

Melissa McCaw, Finance Director

Richard Gentile, Assistant Corporation Council

Marilynn Cruz-Aponte, Assistant Director Public Works

## Town of East Hartford Waste Services Changes 2022

### A. All American Waste Contract Services

Service	Start Date	Est. Units	Unit Price Mo/unit	Total FY 23*
MSW Refuse Weekly Curbside Collection	7/1/2022	15,200	\$ 5.84	\$1,065,216.00
A & B Recycling Curbside	7/1/2025	15,200	\$ 2.34	\$ 0.00
Bulky Collection by Appointment (Details below)	7/1/2022	15,200	\$ 0.85	\$ 155,040.00
Bulky Special Collections as Needed Estimate 10 times	7/1/2022	10 cyds	\$250.00	\$ 2,500.00
Annual Tree Collection Lump Sum	1/2023	2 wks	\$11,250.00	\$ 11,250.00
MSW/Refuse Cart Replacement	11/2022	15,200	\$ 0.99	\$ 108,576.00
Recycling Cart replacement (Begins 7/2025)	11/1/2025	15,200	\$ 0.99	\$ 0.00
Litter Containers (Estimated 60units)	9/1/2022	350	\$ 6.20	\$ 4,464.00
<b>TOTAL</b>				<b>\$1,419,046.00</b>

\*FY 23 budget will be monitored for impacts associated with waste contract expenditures and revenue generation, per Finance Director.

### B. Transfer of Town Vehicles

- Initial revenue from sale of 3 automated vehicles = \$550,000.
- Transfer of Town vehicles associated with RFP Bid#22-14 will incur a finance lease balance pay-off expense in FY22 estimated \$215,428 for natural gas vehicles. Payoff for remaining diesel vehicle will be forthcoming.
- Target vehicle transfer date is June 15, 2022 with DPW expected to utilize remaining fleet and/or rentals during the transition period.
- Anticipated revenue from remaining solid waste fleet in FY23 = \$150,000.

**C. Bulky Waste Curbside Collection by Appointment**

Goals:

- Retain the existing curbside service level to 1-6 family residents/property owners.
- Eliminate the current cumbersome administrative process. Instead offer a “Call-in” to the Contractor for curbside appointments without any registration. Assessor listed 1-6 family properties serviced will be tracked with monthly reports supplied to the Town.
- Eliminate the current \$35 permit fee. Go to \$0 for first 2 curbside appointments.
- DPW’s new focus will be on enforcement to eliminate curbside bulky blight created by unauthorized dumping.

<b>Bulky NOW</b>	<b>CHANGE</b>	<b>Bulky July 1, 2022</b>
1-6 Family eligible EH Only units	None	1-6 Family eligible EH Only units
Admin Staff & Application Process	<b>Change</b>	All-American will receive calls, schedule appointments ( <b>no paper work</b> ). Track and report all 1-6 family units users and number of appointments
\$35 permit required/2 pickups curbside	<b>Change*</b>	\$0 Eliminate fee for 2 pickups curbside/year
2 bulky pickups curbside/year/eligible unit	None	2 bulky pickups/year/eligible unit
EXTRA bulky pickups curbside \$25 each extra pickup, paid by resident to DPW	None	EXTRA bulky pickups curbside \$25 each extra pickup, paid to Contractor. Town given \$25 credit on invoice
6 bulky items only/pickup List of acceptable items published	None	6 bulky items only/pickup List of acceptable items published

\*Requires Town Council fee change authorization.












**D. Transfer Station “Point of Sale” Payment**

Goals:

- Insure fees are reasonable, creating access to responsible disposal practices and discouraging illegal dumping.
- Payment by credit/debit card or check will be at the gate.
- Access to East Hartford 1-6 family resident/property owners only.
- After a study of area transfer station fees (see attached), the following fees are recommended:

**TRANSFER STATION GENERAL PERMIT FOR RESIDENTS & IN-TOWN PROPERTIES  
NO COMMERCIAL**

These Are Recommended New Fees for Town Council Review & Action

<b>Vehicle Type (volume waste) per visit</b>	<b>All others</b>	<b>Resident Seniors Only (50% Discount)</b>	<b>Vehicle Type</b>
Car/SUV/Family Van	\$10	\$5	
			
			
Pickup up to side rail	\$20	\$10	
Pickup above side rail and cargo van	\$40	\$20	 
Trailer (8' single axle)	\$40	\$20	
Pickup with 8' single axle	\$60	\$30	
Max. 12' enclosed trailer	\$70	\$35	
Pickup with enclosed trailer (Max. 12')	\$90	\$45	
Box Trucks (Max. 15')	\$100	\$50	





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: May 5, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: RESOLUTION: Transfer of Waste Vehicles

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The East Hartford Public Works Department is requesting an authorization to transfer the ownership of three town waste vehicle to All American, LLC- a vendor chosen to take over the town's waste services.

Please place this item on the May 17<sup>th</sup> Town Council meeting.

CC: J. Lawlor, DPW Director  
M. Cruz-Aponte, Assistant Director for DPW  
M. McCaw, Finance Director  
R. Gentile, Assistant Corporation Counsel



**TOWN OF EAST HARTFORD PUBLIC WORKS  
MEMORANDUM**

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To: Michael P. Walsh, Mayor

From: John P. Lawlor, Jr., Director of Public Works

Date: May 5, 2022

RE: Resolution to Transfer Waste Vehicles

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Attached please find the "Resolution of the Town Council of the Town of East Hartford" authorizing the disposition of three waste vehicles to All American, LLC.

The Department of Public Works requests the resolution be referred to the Town Council meeting being held, May 17, 2022.

cc:

Melissa McCaw, Finance Director

Richard Gentile, Assistant Corporation Council

Marilynn Cruz-Aponte, Assistant Director Public Works

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD**

**WHEREAS**, the Town of East Hartford (the “Town”) has issued a bid (the “Bid”) seeking proposals for the provision of Residential Municipal Solid Waste (MSW) services, including management, collection, transportation, and proper disposal of all acceptable MSW Refuse, Recycling and Bulky Waste from eligible properties in Town (“MSW Services”); and

**WHEREAS**, All American Waste, LLC (“American Waste”) has been selected as the successful bidder to provide MSW Services and, accordingly, the Town will no longer need to maintain ownership of the Waste Disposal Vehicles described below; and

**WHEREAS**, as part of the Bid the Town asked bidders to provide an offer to acquire the Waste Disposal Vehicles; and

**WHEREAS**, American Waste’s bid for the Waste Disposal Vehicles was consistent with the terms of the Bid; and

**WHEREAS**, American Waste’s ownership of the Waste Disposal Vehicles is critical to its provision of MSW Services beginning on or around July 1, 2022; and

**WHEREAS**, Chapter 10, Section 10-3 (a) governs the disposition of property as set forth above;

**NOW THEREFORE BE IT RESOLVED**, that the Town Council authorizes the disposition of the below property to American Waste, as follows:

**1. VIN # 3BPD LH0X7MF110006 Truck # 1060 Natural Gas**

Make/Model:

- 2021 Peterbilt Model 520 Right Hand Drive Refuse and Recycling Collection Trucks  
\$250,000 lump sum payment

**2. VIN # 3BPD LH0X9MF110007 Truck # 1063 Natural Gas**

Make/Model:

- 2021 Peterbilt Model 520 Right Hand Drive Refuse and Recycling Collection Trucks  
\$250,000 lump sum payment


**3. VIN # 1FVHG3DV6HHJC0209 Truck # 1059 Diesel Fuel**

Make / Model:

- 2017 Freightliner 114SD Right Hand Drive Refuse & Recycling Collection Truck  
\$50,000 lump sum payment



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

DATE: March 25, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: RESOLUTION: Draft Lease for WIC Space at Community Cultural Center

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Enclosed is a draft lease for the WIC program space at the Community Cultural Center for referral to the Fees Committee. The East Hartford WIC Program received the results of an on-site financial review conducted by the CT Department of Public Health (DPH) with the findings stating that the was unable to provide a current rental agreement, MOU or other document to support the rental expense.

In order to remedy this finding, the Town has developed the attached draft lease based upon the current monthly rental charge of \$1,900.00 per month. This amount includes all utilities except for telephone.


Please place this item on the Town Council agenda for the April 5, 2022 meeting.

C: E. Buckheit, Development Director  
P. O'Sullivan, Grants Manager  
L. Burnsed, Health and Social Services Director

GRANTS ADMINISTRATION  
MEMORANDUM

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**TO:** Mayor Michael P. Walsh

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

**SUBJECT:** Referral to Fees Committee – Draft Lease for WIC Space at Community Cultural Center

**DATE:** March 25, 2022

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I am writing to request that the attached draft lease for the WIC Program space at the Community Cultural Center be added to the agenda for the April 5, 2022 Town Council meeting as a referral to the Fees Committee.

The East Hartford WIC Program recently received the results (see attached letter) of an on-site financial review conducted by the CT Department of Public Health (DPH). One of the findings of the review was that “The Town of East Hartford was unable to provide a current rental agreement, MOU or other document to support the rental expense.”

In order to remedy this finding, the Town has developed the attached draft lease based upon the current monthly rental charge of \$1,900.00 per month. This amount includes all utilities except for telephone.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on April 5, 2022 as a referral to the Fees Committee. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD  
Commissioner



Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

January 25, 2022

Patty Mascoli, WiC Program Coordinator  
East Hartford WIC Program  
740 Main Street  
East Hartford, CT 06108

Re: WIC Financial on-site review completed: September 6, 2020  
WIC Expenditure Report reviewed: December 2019  
Log#: 2017-0053

Dear Ms. Mascoli:

Thank you for your courtesy during the financial review. The purpose of the onsite review was to determine whether reimbursed costs are in compliance with the contract agreement, cost standards and requirements for WIC program. Internal policies and procedures applicable to the grant were also evaluated for compliance and effectiveness. During the course of our review, we noted the following:

*Criteria:* Connecticut WIC Program Manual, WIC 102-03, paragraph. 5. Space Rental.

*Condition 1:* The Town of East Hartford was unable to provide a current rental agreement, MOU or other document to support the rental expense.

*Effect:* It is unknown if the current cost of space rental exceeds that of a comparable space.

*Questioned Cost:* N/A

*Recommendation:* The Town of East Hartford should prepare a document that explains the cost per square foot comprising the actual space rental. This document should also include the other allowable costs which are included in the rental calculation and allowed by the WIC Program Manual, WIC 102-03, paragraph. 5. Space Rental.

*Criteria:* Connecticut WIC Program Manual, WIC 102-04: Travel

*Condition 2:* The East Hartford Mileage forms do not have a column to explain the reason for each trip. Additionally, the "Destination and Return" column is not being fully completed.



Phone: (860) 509-7704 • Fax: (860) 509-8210  
Telecommunications Relay Service 7-1-1  
410 Capitol Avenue, P.O. Box 340308  
Hartford, Connecticut 06134-0308  
[www.ct.gov/dph](http://www.ct.gov/dph)

*Affirmative Action/Equal Opportunity Employer*



*Effect:* Travel reimbursements were made on documentation that could not fully support the claim.

*Questioned Cost:* None at this time

*Recommendation:* The Town of East Hartford should update the mileage reimbursement forms to include space to log the reason for the travel. Additionally, the "Destination and Return" column should be fully completed to include an address or specific name of the destination.

Please submit a Corrective Action Plan to the Department of Public Health by February 25, 2022.

Sincerely,

Daniel R.  
Fisher

Digitally signed by Daniel R.  
Fisher  
Date: 2022.01.25 10:11:20  
-05'00'

Daniel R. Fisher  
Associate Accountant

CC: Marcia Pessolano, State WIC Director  
Carol Blanks, Public Health Services Manager Contracts and Grants Management Section  
Chuma Amechi, Fiscal Area Manager  
Laurence Burnsed, Health Director

**LEASE AGREEMENT**

**THIS LEASE**, dated the \_\_\_\_\_ day of April, **Between** the **TOWN OF EAST HARTFORD**, State of Connecticut, acting herein by Michael P. Walsh, its Mayor, hereunto duly authorized, hereinafter referred to as the **Landlord**, and the Special Supplemental Nutrition Program for Women, Infants, and Children (a.k.a. WIC), hereinafter referred to as the **Tenant**.

**Premises:**

The **Landlord** hereby demises and leases unto the **Tenant**, and the **Tenant** hereby hires and takes from the **Landlord** for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the **TOWN OF EAST HARTFORD**, County of **HARTFORD** and State of **CONNECTICUT**, located at property known as 50 Chapman Place in the East Hartford Community Cultural Center, more specifically, three rooms on the northeast side of the upper level

**Term:**

The Term of this demise shall be for April 1, 2022 through March 31, 2025.

**Rent:**

The rent for the demised term shall be based on 2,083 square feet as follows:

<u>Year</u>	<u>Period</u>	<u>Per Square Ft.</u>	<u>Annual</u>	<u>Monthly Rent</u>
1	4/1/2022-3/31/2023	\$10.94	\$22,800	\$1,900.00
2	4/1/2023-3/31/2024	\$10.94	\$22,800	\$1,900.00
3	4/1/2024-3/31/2025	\$10.94	\$22,800	\$1,900.00

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof.

Payment shall be made to the Finance Director, Town of East Hartford, 740 Main Street, East Hartford, CT 06108.

**THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:**

**Peaceful Possession:**

**First.** – The **Landlord** covenants that the **Tenant**, on paying the said rental and performing the covenants and conditions in the Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

**Purpose:**

**Second:** - The **Tenant** covenants and agrees to use the demised premises as an office for a non-profit or government agency and agrees not to use or permit the premises to be used for any other purpose or by any other organization or non-profit corporation.



**Default in Payment of Rent – Abandonment of Premises – Re-entry and Reletting by Landlord:**

**Third:** - The **Tenant** shall, without any previous demand therefor, pay to the **Landlord**, or its agent, the said rent at the times and in the manner above provided. In event of the non-payment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the **Tenant** shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the **Landlord** or its agents shall have the right to and may enter the said premises as the agent of the **Tenant**, either by force or otherwise, without being liable for any prosecution or damages therefor, and may re-let the premises as the agent of the **Tenant**, and receive the rent therefor, upon such terms as shall be satisfactory to the **Landlord** and all rights of the **Tenant** to repossess the premises under this lease shall be forfeited. Such re-entry by the **Landlord** shall not operate to release the **Tenant** from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of re-letting, the **Landlord** shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition.

**Tenant Liable for Deficiency – Lien of Landlord to Secure – Performance – Attorney's Fees:**

The **Tenant** shall be liable to the **Landlord** for the cost of such repairs or alterations, and all expenses of such re-letting. If the sum realized or to be realized from the re-letting is insufficient to satisfy the monthly or term rent provided in this lease, the **Landlord**, at its option, may require the **Tenant** to pay such deficiency month by month, or may hold the **Tenant** in advance for the entire deficiency to be realized during the term of the re-letting. The **Tenant** shall not be entitled to any surplus accruing as a result of the re-letting. The **Landlord** is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the **Tenant** in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The **Landlord** shall have the right as agent of the **Tenant**, to take possession of any furniture, fixtures or other personal property, of the **Tenant** found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the **Tenant** hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The **Tenant** agrees to pay as additional rent all attorneys' fees and other expenses incurred by the **Landlord** in enforcing any of the obligations under this lease.

**Sub-letting and Assignment:**

**Fourth.** - The **Tenant** shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned or transferred by the **Tenant**.

**Condition of Premises, Repairs – Alterations and Improvements – Sanitation, Inflammable Materials – Sidewalks:**

**Fifth.** – The **Tenant** has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the **Landlord** or its agents as to the present or future condition of the said premises. The **Tenant** shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The **Tenant** shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The **Tenant** shall not make any alterations, additions, or improvements to said premises without the prior written consent of the **Landlord**. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the **Landlord** or the **Tenant**, except furniture or movable trade fixtures installed at the expense of the **Tenant**, shall be the property of the **Landlord** and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the **Tenant**. The **Tenant** further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the **Tenant** further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

**Mechanics' Liens:**

**Sixth.** – In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the **Tenant**, the **Landlord**, at its option, after thirty days' notice to the **Tenant**, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the **Tenant** shall forthwith reimburse the **Landlord** the total expense incurred by the **Landlord** in discharging the said lien, as additional rent hereunder.

**Glass:**

**Seventh.** – The **Tenant** agrees to replace at the **Tenant's** expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the **Tenant** at their full insurable value by a company satisfactory to the **Landlord**. Said policy shall be of the full premium type, and shall be deposited with the **Landlord** or its agent.

**Liability of Landlord:**

**Eighth.** – The **Landlord** shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The **Tenant** agrees to defend, indemnify and hold the **Landlord** harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

**Services and Utilities:**

**Ninth.** – Utilities and services to the demised premises for the benefit of the **Tenant** shall be provided and paid for as follows: Gas by the Landlord; water by the Landlord; heat by the Landlord; electricity by the Landlord; hot water by the Landlord; refrigeration by the N/A. The **Tenant** shall be responsible for the cost of bottled water and all costs associated with telephone service. The **Landlord** shall not be liable for any interruption or delay in any of these services for any reason.

**Right to Inspect and Exhibit:**

**Tenth.** – The **Landlord**, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the **Landlord** to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable “For Sale” sign. For three months prior to the expiration of the demised term, the **Landlord**, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual “To Let” signs thereon.

**Damage by Fire, Explosion, the Elements or Otherwise:**

**Eleventh.** – In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly un-tenantable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the **Landlord**, cease and become null and void from the date of such damage or destruction, and the **Tenant** shall immediately surrender said premises and all the **Tenant’s** interest therein to the **Landlord**, and shall pay rent only to the time of such surrender, in which event the **Landlord** may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered un-tenantable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the **Landlord** may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered un-tenantable and unfit for occupancy, then the **Landlord** agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The **Tenant** shall immediately notify the **Landlord** in case of fire or other damage to the premises.

**Observation of Laws, Ordinances, Rules and Regulations:**

**Twelfth.** – The **Tenant** agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the

business to be conducted by the **Tenant** in the demised premises. The **Tenant** agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the **Tenant's** occupancy of the premises, or from any act or omission on the part of the **Tenant**, the **Tenant** agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

**Signs:**

**Thirteenth.** – No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the **Tenant**, except in such manner, and of such size, design and color as shall be approved in advance in writing by the **Landlord**.

**Subordination of Mortgages and Deeds of Trust:**

**Fourteenth.** – This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The **Tenant** agrees to execute, at no expense to the **Landlord**, any instrument which may be deemed necessary or desirable by the **Landlord** to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

**Sale of Premises:**

**Fifteenth.** – In the event of the sale by the **Landlord** of the demised premises, or the property of which said premises are a part, the **Landlord** or the purchaser may terminate this lease after thirty (30) days prior written notice to the **Tenant**.

**Rules and Regulations of Landlord:**

**Sixteenth.** – The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the **Landlord**, shall be observed by the **Tenant** and by the **Tenant's** employees, agents and customers. The **Landlord** reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the **Tenant** shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the **Tenant** of the demised premises.

**Violation of Covenants, Forfeiture of Lease, Re-Entry by Landlord – Lien-waiver Breach:**

**Seventeenth.** – In case of violation by the **Tenant** of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be

reasonably established by the **Landlord**, and upon failure to discontinue such violation within ten days after notice thereof given to the **Tenant**, this lease shall thenceforth, at the option of the **Landlord**, become null and void, and the **Landlord** may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the **Tenant** shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the **Landlord** or any violation or breach of condition by the **Tenant** shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the **Tenant** before the **Landlord** shall exercise its option under this paragraph operate to defeat the right of the **Landlord** to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

**Notices:**

**Eighteenth.** – All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the **Landlord** or its agent desires to give or serve upon the **Tenant** any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the **Tenant** at the demised premises, or by service upon the agent for service of the **Tenant** as on file at the Office of the Secretary of State for the State of Connecticut. Notices from the **Tenant** to the **Landlord** shall be sent by registered mail or delivered to the **Landlord** through the Grants/Lease Administrator, 740 Main Street, East Hartford, CT 06108.

**Bankruptcy, Insolvency, Assignment for Benefit of Creditors:**

**Nineteenth:** - It is further agreed that if at any time during the term of this lease the **Tenant** shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the **Tenant**, then the **Landlord** may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the **Tenant** or the **Tenant's** estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the **Tenant**, or the **Tenant's** legal representatives.

**Holding Over by Tenant:**

**Twentieth:** - In the event that the **Tenant** shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the **Landlord**, such holding over shall not constitute a renewal or extension of this lease.

The **Landlord** may, at its option, elect to treat the **Tenant** as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the **Tenant** provided by law in that situation, or the **Landlord** may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the **Tenant** shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

**Eminent Domain, Condemnation:**

**Twenty-first.** – If the property of any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the **Landlord**, shall forthwith terminate and the **Tenant** shall have no claim or interest in or to any award of damages for such taking.

**Security:**

**Twenty-second.** – The **Tenant** has this day deposited with the **Landlord** the sum of zero (\$0) as security for the full and faithful performance by the **Tenant** of all the terms, covenants and conditions of this lease upon the **Tenant's** part to be performed, which said sum shall be returned to the **Tenant** after the time fixed as the expiration of the term herein, provided the **Tenant** has fully and faithfully carried out all of said terms, covenants and conditions on **Tenant's** part to be performed. In the event of a bonafide sale, subject to this lease, the **Landlord** shall have the right to transfer the security to the vendee for the benefit of the **Tenant** and the **Landlord** shall be considered released by the **Tenant** from all liability for the return of such security; and the **Tenant** agrees to look to the new **Landlord** solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new **Landlord**. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the **Tenant** without the written consent of the **Landlord**.

**Arbitration:**

**Twenty-third.** – Any dispute arising under this lease shall be settled by arbitration. The **Landlord** and **Tenant** shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

**Delivery of Lease:**

**Twenty-fourth.** – No rights are to be conferred upon the **Tenant** until this lease has been signed by the **Landlord**, and an executed copy of the lease has been delivered to the **Tenant**.

**Lease Provisions Not Exclusive:**

**Twenty-fifth.** – The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the **Landlord** would otherwise have by law.

**Lease Binding on Heirs, Successors, Etc.:**

**Twenty-sixth.** – Deleted in its entirety.

**Twenty-seventh.** – This lease and the obligation of **Tenant** to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of **Tenant** to be performed shall in nowise be affected, impaired or excused because **Landlord** is unable to supply or is delayed in supplying any service expressly or implied to be supplied or is

unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if **Landlord** is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation or any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war.

**Twenty-eighth.** – This instrument may not be changed orally.

**Asbestos Materials Liability:**

**Twenty-ninth.** – The **Landlord** holds no responsibility for determining the extent of asbestos materials present, if any, and will not undertake nor be held financially responsible for any abatement and monitoring procedures undertaken by the lessee as a result of this agreement. If the **Tenant** encounters the presence of asbestos materials in the area defined by this lease, costs for removal of such materials shall be borne by the **Tenant**.

**Insurance Coverage and Liability:**

**Thirtieth.** – The **Tenant** will maintain a commercial general liability policy in the amount of \$1,000,000 per occurrence covering any claims for personal injury made by any person injured while on the leasehold property set forth in “Exhibit A.”

In addition, the **Tenant** will maintain a commercial general liability policy in the amount of \$1,000,000 per occurrence covering any claim for personal injury made by any agent, employee, visitor, guest, business invitee, client or any other person on the property for the benefit of the **Tenant**, which occurs on or about property set forth in “Exhibit A”, and excepting, however, any such claim arising out of or resulting from any act, error, omission, negligence or fault of the **Landlord**. The **Tenant** will provide a Certificate of Insurance evidencing the coverage above and shall name and endorse onto the policy that the Town of East Hartford, its agents, officials, employees, volunteers, boards and commissions are additional insured. The Certificate of Insurance must be renewed for the duration of the lease, a copy of which shall be given to the **Landlord**.

**AND IT IS FURTHER AGREED** that the **Tenant** will defend and hold harmless the **Landlord** against and from any and all claims by or on behalf of any person arising from or in connection with: (a) any act, error, omission, negligence or fault of the **Tenant**, or of its agents, servants, employees, guests, business invitees, clients, visitors, or any person on the premises for the benefit of the **Tenant**; (b) any accident, injury or damage whatsoever caused to any person during the term of this lease which occurs on the leasehold property set forth in Exhibit “A”; (c) any accident, injury or damage whatsoever caused to any agent, employee, visitor, guest, business invitee, client or any person on the property for the benefit of the **Tenant**, which occurs on the leased property

set forth in Exhibit "A", and excepting, however, any such claim, arising out of or resulting from the act, error, omission, negligence or fault of the **Landlord**.

**FURTHER**, the **Tenant** agrees to defend, indemnify and hold harmless the **Landlord** against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim, and any action or proceeding brought thereon; and if any case, action or proceeding shall be brought against the **Landlord** by reason of any such proceeding, (by counsel reasonably satisfactory to the **Landlord**), unless **Tenant** causes the same to be discharged and satisfied.

The **Landlord** agrees, without the necessity of further consent, to be represented by counsel designated by the insurance company which has issued policies to the **Tenant** naming the **Landlord** as an additional insured party in connection with any claim, action or proceeding against which the **Landlord** or **Tenant** is insured. **Tenant's** indemnification obligation hereunder is conditioned upon **Landlord's** reasonable cooperation in the defense of all such claims and actions without cost or expense to the **Landlord**.

**Maintenance:**

**Thirty-first.** – The **Tenant** shall be responsible for general interior maintenance of the demised premises, including but not limited to cleaning floors, emptying wastebaskets, removing trash from the premises, replacement of bulbs and replacement of windows broken by the **Tenant**, its agents, employees, guests, visitors, business invitees and clients. Maintenance and replacement of the boiler and the heating, plumbing, electrical, ventilating and fire alarm systems shall be the responsibility of the **Landlord**. In the event that communal areas such as common hallways or shared spaces are contracted by the **Landlord** to be maintained by a cost-for-service company or individual, the cost for that service shall be divided pro rata on the basis of square footage utilized as set forth in Exhibit "A". The **Tenant** shall pay 100% of the cost of any security system installed by and for the use of the **Tenant**. The **Tenant** shall pay 100% of the costs associated with interior janitorial services of said leased space. The **Landlord** shall be responsible for maintaining the exterior of the building, and for maintaining the grounds surrounding the building. The **Landlord** shall be responsible for snow removal of the parking lot unless the **Tenant** elects to hire a private snow removal contractor for areas utilized by the **Tenant**.

**Renovations:**

**Thirty-second.** – The **Tenant** shall assume responsibility for any renovations necessary to meet its needs and any and all renovations that may be required to have leased premises comply with building, fire, health codes and accessibility requirements of Federal and State laws and regulations.



**Notice to Terminate:**

**Thirty-third.** – The **Tenant** or **Landlord** may, upon twelve months' written notice, terminate this lease at any time during its term; and, upon termination after said notice, each party (provided the **Tenant** vacated the premises), will be relieved of any further liability under this lease.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands and seals the day and year first above written.

In the presence of:

TOWN OF EAST HARTFORD

\_\_\_\_\_  
Witness #1 - Signature

By \_\_\_\_\_  
Michael P. Walsh, its Mayor  
and Duly Authorized Agent

\_\_\_\_\_  
Witness #1 – Printed Name

\_\_\_\_\_  
Witness #2 – Signature

\_\_\_\_\_  
Witness #2 – Printed Name

\_\_\_\_\_  
Witness #1 - Signature

By \_\_\_\_\_

\_\_\_\_\_  
Witness #1 – Printed Name

Its  
Duly Authorized: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 – Signature

\_\_\_\_\_  
Witness #2 – Printed Name

Approved as to format: \_\_\_\_\_

Richard Gentile  
Assistant Corporation Counsel

Lease/Template

**SECTION: Financial Management****SUBJECT: Classification of Allowable WIC Program Costs-Line items**

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**Federal Regulations:** §246.13 (j)

**POLICY**

WIC local agencies and their subcontractor's budget and expenditure records and reports must classify funds under the following twelve functional categories.

**1. Salaries**

Include costs of all salaries and wages. A spreadsheet or other documentation should be used to list each WIC employee and their gross pay. This may be weekly, bimonthly, or monthly depending on the payroll system. The agency must use the percentages approved by the WIC state agency to tabulate amounts on the spreadsheet as to the breakout of the salaries associated with the general administrative, client services, nutrition education and breastfeeding categories. Time and activity reports supporting these percentages must be kept at the local agency. These must support the summary report submitted to the State WIC agency.

The payroll register shall provide more detail regarding the employee's name, hours worked, rate of gross and net pay.

The employee's time and attendance records (time cards, time sheets, etc.) will reflect the number of hours the employee worked. Documentation used to support personnel costs charged and supporting documents must be available for review by the WIC state agency and United States Department of Agriculture (USDA).

**2. Fringe Benefits**

The employer must provide Social Security (FICA), Worker's Compensation and Unemployment insurance.

The agency may offer other fringe benefits to their employees such as health insurance, dental insurance, pension/retirement funds, and other miscellaneous employer provided benefits. This information is normally disclosed in the agency's personnel policies.

The approved budget justification reflects the various fringe benefit components for which the agency can bill the WIC state agency.

The typical source documentation supporting these costs is based on the vendor invoices and related cancelled checks.

### **3. Equipment**

Submit a written request to the WIC state agency. Keep a copy of the request and the approval.

**NOTE:** There is a special limitation on cost, see 102-04 policy for more detail.

### **4. Contracted Services**

In cases where services are not provided by the parent agency or performed by members of the WIC staff, the local agency may contract with providers for such services.

### **5. Space Rental**

The rental cost of space in a privately or publicly owned building may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality. The cost of utilities, insurance, security, janitorial service, elevator service, grounds upkeep, normal repairs, and alterations are allowable to the extent they are not otherwise included in rental or other charges for space.

**NOTE:** For rearrangement and alterations of facilities, see 102-04 policy for more detail.

### **6. Supplies**

Includes office supplies, books, publications, multi-media, food demonstration and breastfeeding promotion aids.

### **7. Postage**

Documentation must be based on number of pieces handled.

### **8. Telephone**

Based on number of telephone instruments and long distance charges directly attributed to those telephones.

### **9. Printing and reproduction**

Include the total costs for printing and reproducing forms, reports, manuals, and informational literature. Costs may be based on direct hours, job basis, pages printed, etc.

### **10. Travel, in-state**

For motor pool cars, include days used. There is a separate pool of funding available at the WIC state agency for out-of-state travel that may be applied for. The typical source document supporting these out-of-state costs is based on transportation and lodging receipts, taxi receipts, etc.

**NOTE:** There is a special limitation on cost, see 102-04 policy for more detail.

**11. Certification costs**

Include all direct costs for participant certification fees.

**12. Other**

Include continuing education costs, equipment maintenance costs, equipment rentals and any other allowable WIC program costs that do not correspond with any other line items.

# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD  
Commissioner



Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

January 25, 2022

Patty Mascoli, WiC Program Coordinator  
East Hartford WIC Program  
740 Main Street  
East Hartford, CT 06108

Re: WIC Financial on-site review completed: September 6, 2020  
WIC Expenditure Report reviewed: December 2019  
Log#: 2017-0053

Dear Ms. Mascoli:

Thank you for your courtesy during the financial review. The purpose of the onsite review was to determine whether reimbursed costs are in compliance with the contract agreement, cost standards and requirements for WIC program. Internal policies and procedures applicable to the grant were also evaluated for compliance and effectiveness. During the course of our review, we noted the following:

*Criteria:* Connecticut WIC Program Manual, WIC 102-03, paragraph. 5. Space Rental.

*Condition 1:* The Town of East Hartford was unable to provide a current rental agreement, MOU or other document to support the rental expense.

*Effect:* It is unknown if the current cost of space rental exceeds that of a comparable space.

*Questioned Cost:* N/A

*Recommendation:* The Town of East Hartford should prepare a document that explains the cost per square foot comprising the actual space rental. This document should also include the other allowable costs which are included in the rental calculation and allowed by the WIC Program Manual, WIC 102-03, paragraph. 5. Space Rental.

*Criteria:* Connecticut WIC Program Manual, WIC 102-04: Travel

*Condition 2:* The East Hartford Mileage forms do not have a column to explain the reason for each trip. Additionally, the "Destination and Return" column is not being fully completed.



Phone: (860) 509-7704 • Fax: (860) 509-8210  
Telecommunications Relay Service 7-1-1  
410 Capitol Avenue, P.O. Box 340308  
Hartford, Connecticut 06134-0308  
[www.ct.gov/dph](http://www.ct.gov/dph)

*Affirmative Action/Equal Opportunity Employer*



*Effect:* Travel reimbursements were made on documentation that could not fully support the claim.

*Questioned Cost:* None at this time

*Recommendation:* The Town of East Hartford should update the mileage reimbursement forms to include space to log the reason for the travel. Additionally, the “Destination and Return” column should be fully completed to include an address or specific name of the destination.

Please submit a Corrective Action Plan to the Department of Public Health by February 25, 2022.

Sincerely,

Daniel R. Fisher  
Associate Accountant

CC: Marcia Pessolano, State WIC Director  
Carol Blanks, Public Health Services Manager Contracts and Grants Management Section  
Chuma Amechi, Fiscal Area Manager  
Laurence Burnsed, Health Director

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
740 Main Street  
East Hartford, Connecticut 06108

(860) 291-7324

FAX (860) 291-7326

DEPARTMENT OF HEALTH  
& SOCIAL SERVICES

June 20, 2017

Bruce R. Wallen, Chief  
Contract Grant Management Section  
410 Capitol Avenue  
P.O. Box 340308  
Hartford, CT 06134-0308

Corrective Action Plan, WIC Financial Review: September 9, 2016

Dear Mr. Wallen,

This letter comprises the supporting documentation that you had requested regarding rent arrangements with our Health and Social Services Department WIC Division and the Town of East Hartford:

For the past 39 years, the Town has deemed it unnecessary to require a formal rent / leasing agreement to quarter a municipal sub agency within a municipal property.

At the end of each fiscal year an invoice is generated at WIC to record the agency rent expense that will be deducted from the grant by the Town.

The rent has always been below fair market costs and in the early years, rent payment was at times forgiven by the Town during times of budgetary duress.

WIC currently pays \$10 per square foot for 2,160 square feet of office space which includes electric, phone, heat, maintenance and security.

If you have any questions, please contact me at 860-291-7321 or WIC Coordinator Kathy Minicucci at 860-291-7192.

Sincerely,



James P. Cordier, MPH, RS  
Director of Health and Social Services  
Town of East Hartford  
740 Main St. East Hartford CT 06108