#### TOWN COUNCIL AGENDA

#### COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

#### 50 Chapman Place

#### EAST HARTFORD, CONNECTICUT

August 1, 2023

7:00 PM Executive Session re: Property Claims at 860 Main Street

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This Town Council meeting is accessible through "Microsoft Teams" <u>929-235-8441</u> Conference ID: 823 067 574# 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. July 11, 2023 Public Hearing
  - B. July 11, 2023 Regular Meeting
- 6. COMMUNICATIONS AND PETITIONS
- 7. OLD BUSINESS
- 8. NEW BUSINESS
  - A. Memorandums of Understanding with Capital Region Development Authority
    - 1. State Grant Funds for Silver Lane Plaza Project
    - 2. Town Bond Funds for Silver Lane Corridor
    - 3. State Grant Funds for Infrastructure Improvements
  - B. Application for Immunization and Vaccines for Children COVID-19 Supplement Grant
  - C. Agreement between Town of East Hartford and CT Department of Agriculture re: "2023 Certified CT Grown" Program for the Farmers' Market
  - D. Agreements between Town of East Hartford and End Hunger CT!
    - 1. CT Fresh Match Program for Farmers' Market
    - 2. CT True Match Program for Farmers' Market
  - E. Department of Youth Services' Affiliation Agreements Regarding Interns
    - 1. University of Connecticut "In-State Educational Training"
    - 2. Springfield College "Clinical/Practical Education Experience"
  - F. Bid Waiver: CoStar Commercial Real Estate Database Subscription
  - G. Bid Waiver: UConn Masters of Public Policy Internship Program

- H. Setting a Public Hearing Date of August 15, 2023 re: Town Building Renovations Bond Referendum
- I. Referral to Personnel and Pensions Subcommittee re: Recommended Changes in Job Description for Network Systems Administrator (IT Department) and Job Description, Pay Grade, and Title for Accounts Clerk III (Tax Department)
- J. Refund of Taxes

# 9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

#### 10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

- A. The pending property loss claim of Sherri Bennett regarding personal property located at 860 Main Street.
- B. The pending property loss claim of Christy Miles regarding personal property located at 860 Main Street.
- C. The pending property loss claim of Justin Smith & Vimary Ortiz regarding personal property located at 860 Main Street.
- D. The pending property loss claim of Alexandra Baron regarding personal property located at 860 Main Street.
- E. The pending property loss claim of Marouf Assindo regarding personal property located at 860 Main Street.
- F. The pending property loss claim of Marquise J. & Iyana Beck regarding personal property located at 860 Main Street.
- G. The pending property loss claim of Walberto Cruz & Beata I. regarding personal property located at 860 Main Street.
- H. The pending property loss claim of Sharon Mbaye regarding personal property located at 860 Main Street.
- I. The pending property loss claim of William Kelly regarding personal property located at 860 Main Street.

#### 11. OPPORTUNITY FOR RESIDENTS TO SPEAK

- A. Other Elected Officials
- B. Other Residents
- C. Mayor
- 12. ADJOURNMENT (next meeting: August 15, 2023 at Community Cultural Center)

#### COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

#### **50 CHAPMAN PLACE**

#### EAST HARTFORD, CONNECTICUT

July 11, 2023

PUBLIC HEARING- Fund Balance and Reserve Fund Ordinance

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina

Wilson, Minority Leader John Morrison, Councillors Awet Tsegai, Thomas Rup

(via Teams), Travis Simpson and Harry O. Amadasun, Jr.

ABSENT Councillor Angie Parkinson

The following is a copy of the legal notice published in the East Hartford Gazette on Thursday, June 29, 2023

#### **LEGAL NOTICE**

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on July 11, 2023 at 7:15 p.m. at the Community Cultural Center Auditorium, 50 Chapman Place, East Hartford, Connecticut and via Microsoft Teams to hear public comment on the Fair Rent and Quality Housing Commission and the proposed addition of Sections 2-113e, 2-113f and 2-113g to the East Hartford Code of Ordinances. Any person(s) wishing to express an opinion on this matter may do so at this meeting.

Jason Marshall Town Council Clerk

Chair Kehoe called the public hearing to order at 7:22 pm.

The Chair shared that the purpose of this meeting is to hear public comment on a Town Ordinance that provides for the establishment of a Fair Rent and Quality Housing Commission. State statute requires that all towns with a population of 25,000 residents or more are required to have a Fair Rent Commission that was to be established by July 1, 2023. There is no penalty for the delay and the Town wanted to allow for the evaluation of what other similar towns were putting in place.

The goal of the commission is to be as fair and expeditious to both tenants and landlords in Town as possible. The ordinance will establish a 5-member commission, where one member must be a tenant and one must be a landlord. The ordinance also establishes a process that allows for Town Administration to first handle complaints on conditions and make attempts to address them through pre-established practices. Unresolved

escalations would be reviewed by the commission and would make determinations and recommendations based on established criteria by state law.

The goal is for the commission to work in the best interest of Town tenants with a level of understanding of fiscal challenges that property landlords face.

No residents came forward to speak.

<b>ADJOU</b>	RNMENT
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MOTION By John Morrison

seconded by Don Bell to adjourn at 7:26 p.m.

Motion carried 8/0.

Attest	
	Jason Marshall
	Town Council Clerk

#### EAST HARTFORD TOWN COUNCIL

#### COMMUNITY CULTURAL CENTER AUDITORIUM

July 11, 2023

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr. Majority Leader

Sebrina Wilson, Minority Leader John Morrison, Councilors Awet Tsegai, Travis Simpson, Thomas Rup (via Teams) and Harry Amadasun, Jr.

ABSENT Councilor Angie Parkinson

ALSO Mayor Michael P. Walsh

PRESENT Melissa McCaw, Chief Administrative Officer and Finance Director

Laurence Burnsed, Director of Health and Social Services

Eileen Buckheit, Development Director (via Teams) Robert Fitzgerald, Assistant Corporation Counsel

Connor Martin, Chief of Staff (via Teams)

Stephen Alsup, Assistant Fire Chief (via Teams)

#### **CALL TO ORDER**

Chair Kehoe called the meeting to order at 7:30 pm. The Chair stated that this meeting was also available to the public through the "Teams" platform.

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

#### AMENDMENTS TO THE AGENDA

#### **RECOGNITIONS AND AWARDS**

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

Gary Roy, 61 Matthew Road asked for details on the Port Eastside project and if there have been any commitments made from businesses or future tenants. The Chair stated that the discussion on the development is still in its early conceptual stages. A more complete plan will be presented at a future meeting. Tonight's resolution is an expression of the Town's willingness to work with the developers in support of the project with more details to come and no commitments on the part of the Town at this time.

#### Mayor Walsh

- wished all a good evening
- 8 of the 13 miles of roads planned for repair as part of the 2023 road improvement program are complete. The remaining roads will be attended to in September.
   Main Street has been repayed and restriped by the State of Connecticut with an added center turn lane. Crosswalks are still to be painted. Main Street is a state route.

- Connecticut River height is increasing due to storms to the north and a minor flood stage is anticipated on Wednesday. Some roads may see flooding and the Mayor is advising caution accordingly.
- Je Mart has run into delays in moving into their new facility and asked for additional time to move out of the center building at Silver Lane Plaza. The town is willing to accommodate the request which means demotion of that building may be postponed for a couple of months.
- An RFP for Church Corners Inn development was posted to the public on July 7<sup>th.</sup>
- The Sounds of Summer concert at Great River Park scheduled for Thursday has been postponed due to the Connecticut River flooding the amphitheater.
- The Town is waiting on Roberts Street's new streetlights to be energized by Eversource.
- The East Hartford Public Library has officially eliminated late fees.
- SNAP benefits are now accepted at the East Hartford Farmer's Market. The Market will be located at Raymond Library (840 Main Street) Tuesdays through October 24<sup>th</sup> from 3:00 pm to 6:00 pm
- The 2023 Summer Reading Program Challenge has begun.
- A monthly scavenger hunt for children has been introduced at Wickham Library
- The first East Hartford Latin Festival is scheduled for July 29th at Alumni Park.
- East Hartford Commission on Aging has prepared a needs survey to for seniors is requesting feedback from residents.
- Due to security reasons and the lack of a secure vault at 50 Chapman Place, the Tax Office is not open to the public. A number of alternative options are available including a drop-box outside of CCC and online payments.
- East Hartford Parks and Recreation in collaboration with the Lady Hornets team will be hosting the "Run It" Basketball Clinic in the CCC gym July 12-14<sup>th</sup>.
- The East Hartford Public Library is looking for local artists to participate in an art show to be held at the Selden Brewer House on Saturday, September 16 from 1 -3 PM.
- CT Summer Meals, a USDA federally-funded program is offering free meals at a number of sites in Town for children ages 18 and under.
- The East Hartford Lions Club has donated \$5,000 to help residents get fresh fruits and vegetables provided by the East Hartford Farmers' Market.

#### **APPROVAL OF MINUTES**

#### June 20, 2023 Executive Session

MOTION By Sebrina Wilson

seconded by Don Bell

to **approve** the minutes of the June 20, 2023 Executive Session.

Motion carried 8/0

#### June 20, 2023 Regular Meeting

MOTION By Sebrina Wilson seconded by Don Bell

to approve the minutes of the June 20, 2023 Regular Meeting.

Motion carried 8/0

#### **COMMUNICATIONS AND PETITIONS**

#### Follow Up on CIRMA Valuation of Town Hall

Administration provided response to a request by the Council regarding the valuation of town hall by the town's insurer, CIRMA which seemed low compared to the \$20 million renovation. CIRMA responded by indicating their valuation is based on town hall prior to renovation and a new valuation will be calculated once the renovations are completed.

#### Silver Lane Plaza Tenant Relocation Correspondence

Mayor Walsh stated that the Town has the responsibility to provide a financial contribution to accommodate the relocation of tenants of Silver Lane Plaza through the Uniform Relocation Assistance Act for moving expenses, new signage, hiring of consultants and potential reimbursement of fixtures that may be left behind.

Robert Fitzgerald, Assistant Corporation Counsel, shared that all tenants have been notified of potential eligibility for compensation through the program and draft relocation agreements have been presented to each tenant. The agreement requires documented proof of expenses for the Town to analyze and make recommendations before being presented to the Council for final review and approval.

#### Resignation/s from Boards and Commissions

Melissa-Sue John has notified the Town that she will be stepping down from serving as an alternate for the Planning and Zoning Commission. The Chair shared the appreciation of the Council for the resident's service.

# Ordinance 10-3(c)- Disposition of Obsolete Town-Owned Gym Equipment by Police Department

The Chair stated that The Town of East Hartford Human Resources Department recently provided the East Hartford Police Department with funds to purchase new gym equipment for employee wellness, taking the place of three pieces of equipment which became surplus. The Fire Department was able to claim a stair climber and elliptical machine for use. A functional trainer has been deemed obsolete and will be disposed of.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

<u>Authorization of Letter of Interest re: Port Eastside Project</u>

#### Discussion of Port Eastside Project

Mayor Walsh introduced <u>Nicholas Mitchnevitz</u>, President of MBH Architecture located in West Hartford, who is also a member of Port Eastside, LLC. Mr. Mitchnevitz stated that

the goal of the development project is to revitalize the riverfront and densify the Founders Plaza to build a stronger sense of community in East Hartford with the Connecticut River as a resource.

The project currently is only in preliminary stages as the developers seek tenants and modify plans to suit potential uses. The developers are also in the process of securing financing and acquisition of necessary parcels. The primary challenge in developing the area is the elevated dike levee located along the river that provides flood protection, but also prevents properties located below the levee from having a view to the river. The vision is to use the levee as an elevated platform for mixed used development perched along a higher greenway for direct access and visibility. A focal point of the project is the inclusion of a pedestrian bridge that crosses the river into Hartford. A more complete master plan is in draft form and will be shared with the Town Council in the coming months. Only at that point can the Town and the developers begin discussion on any town economic incentives.

#### Town Council Action on Letter of Interest By The Town

MOTION By Awet Tsegai

seconded by Travis Simpson

to adopt the following resolution:

**WHEREAS**, the East Hartford Town Council was provided an overview of the proposed Port East Side development project in January, 2023 which consists of retail, residential, commercial and other associated development along the Connecticut River in the vicinity of Pitkin Street and East River Drive; and

**WHEREAS**, the East Hartford Town Council received an update from the principals of Port East Side development along with Port East Side Phase One through Three Estimate, dated April 20, 2023 at its July 11, 2023 meeting; and

**WHEREAS**, the East Hartford Town Council finds that the proposed project is consistent with our vision and as contained in East Hartford Plan of Conservation and Development, for the South Meadows area; and

WHEREAS, the East Hartford Town Council is cognizant of the many tax and other financial incentives which the Town of East Hartford may provide to ensure the successful completion of economic development projects deemed in the best interests of the East Hartford community and its taxpayers including but not limited to: East Hartford Economic Development Incentive Guidelines for Commercial Properties; tax increment financing, opportunity and enterprise zones; application for state grants; establishment of redevelopment projects (CGS sections 8-124 through 8-139) and development projects (CGS sections 8-186 through 8-200b); tax fixing agreements and establishment of a parking authority or special services district;

**NOW THEREFORE BE IT RESOLVED** that the East Hartford Town Council is willing to work with the developers of Port East Side as it pursues its development of the project and will consider, after consultation with its development experts, the application of any economic development incentive it deems necessary and

appropriate in the interests of the East Hartford taxpayer to assist in the successful completion of the Port East Side project.

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

Amendment to Agreement Between Department of Transportation and Town of East Hartford re: Funding of Municipal Roadways and Transportation Projects

MOTION By Harry Amadasun

seconded by Awet Tsegai

to adopt the following resolution:

**WHEREAS**, on July 16, 2013, this Council passed a resolution authorizing the Mayor to sign a master municipal agreement for construction projects between the Town of East Hartford and The State of Connecticut Department of Transportation

WHEREAS, the Town and CT DOT entered into Agreement No. 04.19-01(13) dated August 1, 2013 ("Master Agreement") setting forth the responsibilities of the Parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring July 31, 2023;

**WHEREAS**, the Town and CT DOT are preparing an updated master municipal agreement for construction projects to go in effect in succession to the Master Agreement;

**WHEREAS**, the Parties wish to extend the term of the Master Agreement and incorporate new CT DOT requirements until the effective date of the successor agreement to ensure there is no lapse in ability to issue project authorization letters for projects;

**WHEREAS**, the Town desires to enter into an Amendment to the Master Agreement.

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

1. Pursuant to East Hartford Town Charter, Chapter III, Sec. 3.4(c) that Mayor, Michael P. Walsh, is hereby authorized to execute and deliver an amendment to the master municipal agreement for construction projects between the Town of East Hartford and The State of Connecticut, Department of Transportation extending the duration of such agreement and incorporating new terms required by the CT DOT in a form acceptable by the Corporation Counsel.

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

Memorandum of Agreement with CT Foodshare re: Summer Meals Program

MOTION By Don Bell

seconded by Travis Simpson

to adopt the following resolution:

**WHEREAS**; the Town of East Hartford Youth Services Department has been nominated by Connecticut Foodshare to serve as an outreach partner for the Summer Meals Program, and;

**WHEREAS**; the Summer Meals Program provides free, nutritious meals to children age 18 and under during summer break,

**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 Connecticut Foodshare as they pertain to this Summer Meals Program grant.

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

#### Connecticut Department of Health Prevention Block Grant

MOTION By Harry Amadasun

seconded by John Morrison

to adopt the following resolution:

**WHEREAS**; The Connecticut Department of Public Health (CT DPH) is seeking proposals to implement programs to address Chronic Disease Prevention & Management, Injury & Violence Prevention, Community Safety & Supports, and/or Tobacco Prevention; and,

**WHEREAS**; these funds can assist the East Hartford Health Department in providing equitable delivery of services in which all residents have a fair and just opportunity to attain their highest level of health and well-being.

**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 CT DPH as they pertain to this Prevention Block Grant.

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

#### Connecticut Department of Health Per Capita Grant Allocation

MOTION By Harry Amadasun

seconded by John Morrison

to adopt the following resolution:

**WHEREAS**; the Connecticut Department of Public Health has allocated funds to the Town under the Per Capita Grant Program; and

**WHEREAS**; these funds can be used to provide essential health services to the residents of the Town of East Hartford.

**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 Department of Public Health as they pertain to this Per Capita grant.

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

#### Bid Waiver: Public Safety Radio Communication System Maintenance and Repair

MOTION By Sebrina Wilson

seconded by Awet Tsegai

pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding requirements of Section 10-7(a) of the Town of East Hartford Code of Ordinances to **authorize** the Town to enter into a contract with Goosetown Communications, Inc. for an annual service agreement for the purpose of maintenance and repair of the Town's Public Safety Radio System in the amount of \$19,776.00 which is in the best interest of the Town.

Motion carried 8/0

#### Approval of Sale of Individual Tax Liens

MOTION By Don Bell

seconded by Travis Simpson

to **approve** the sale of tax liens as listed on the report attached to a memorandum dated July 11, 2023 from Finance Director Melissa McCaw to Mayor Michael P. Walsh which lists and enumerates 28 properties, along with the amount of the tax lien for each property and the high bid for each property, resulting from the request for proposal relevant to the tax lien sale and to award the high bid for the 28 properties, collectively totaling \$389,790.13 (that includes a \$24,529.95 premium) as follows:

RTLF-CT LLC 23 bids totaling \$325,653.46 Tower Capital Management LLC 5 bids totaling \$64,136.67

Motion carried 8/0

Recommendation from Ordinance Committee re: Fair Rent and Quality Housing Commission Ordinance

MOTION By Sebrina Wilson

seconded by John Morrison

to amend the town of East Hartford Code of Ordinances by adding a new section 2-113e, 2-113f and 2-113g, "Fair Rent and Quality Housing Commission" effective October 1, 2023 and adding language that is consistent with the draft dated June 13, 2023 which was approved at the June 13, 2023 Ordinance Committee meeting.

Motion carried 8/0

#### Recommendations from Personnel and Pensions Subcommittee

#### Proposed Revisions of Job Descriptions

#### Case Worker I

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description for the position of Case Worker I in the Health and Social Services department, dated November 2, 2022, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

Motion carried 7/0 (Wilson out of Chamber)

#### Case Worker II

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description for the position of Case Worker II in the Health and Social Services department, dated April 11, 2023, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

Motion carried 7/0 (Wilson out of Chamber)

#### Proposed Revisions of Job Descriptions and Pay Grade Adjustments

#### Account Clerk- Tax

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description and Compensation Plan for the position of Account Clerk in the Tax department, dated April 12, 2023, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

Motion carried 7/0 (Wilson out of Chamber)

#### Assistant Building Official- Electrical

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description and Compensation Plan for the position of Assistant Building Official- Electrical in the Inspections and Permits department, dated July 1, 2023, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

Motion carried 8/0

#### Assistant Building Official

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description and Compensation Plan for the position of Assistant Building Official in the Inspections and Permits department, dated July 1, 2023, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

Motion carried 7/0 (Bell out of Chamber)

Proposed Revisions of Job Descriptions, Pay Grade Adjustments and Changes in Title

#### Administrative Secretary II - Senior Services

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description and Compensation Plan for the position of Administrative Secretary II - Senior Services in the Health and Human Services department, dated April 18, 2023, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

Motion carried 7/0 (Bell out of Chamber)

#### Assistant Building Official- Plumbing and Mechanical

MOTION By Awet Tsegai

seconded by Tom Rup

to **approve** the proposed revised Job Description and Compensation Plan for the position of Assistant Building Official- Plumbing and Mechanical in the Inspections and Permits department, dated July 1, 2023, as presented at the June 26, 2023 Personnel and Pensions Subcommittee Meeting.

#### Motion carried 8/0

#### Approvals of Amusement Permit Applications

#### Religious Community Outreach

MOTION By Harry Amadasun

seconded by Don Bell

to **approve** the outdoor amusement permit application entitled "Religious Community Outreach" as submitted by Scott Sansom, Chief of Police, scheduled for Saturday July 15, 2023 from 11:00 am to 3:00 pm at the large pavilion at Martin Park located at 307 Burnside Avenue, and **waive the associated permit fees and time requirement** subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 8/0

#### East Hartford Latin Festival

MOTION By Harry Amadasun

seconded by Don Bell

to **approve** the outdoor amusement permit application entitled "East Hartford Latin Festival" as submitted by Scott Sansom, Chief of Police, scheduled for Saturday July 29, 2023 from Noon to 6:00 pm at Alumni Park, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 8/0

#### **National Night Out**

MOTION By Harry Amadasun

seconded by Don Bell

to **approve** the outdoor amusement permit application entitled "National Night Out" as submitted by Scott Sansom, Chief of Police, scheduled for Tuesday August 1, 2023 from 5:00 pm to 8:00 pm at Alumni Park, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 8/0

#### Refund of Taxes

MOTION By Harry Amadasun

#### seconded by Don Bell

to **approve** a total refund of taxes in the amount of \$13,966.54 pursuant to Section 12-129 of the Connecticut General Statutes.

#### Motion carried 8/0

Bill	Name/ Check Payable to:	Address	City/State/Zip	Prop Loc/Vehicle Info.	Fee Paid	Int Paid	Over Paid
2021-01-0000926	BAKRINA ADRIAN	60 CROMWELL ST	HARTFORD, CT 06114	179 WOODMONT DR		0	-3,850.93
2020-03-0056884	COLLINS CHERYL J	14 S BROAD ST B207	MERIDEN, CT 06450-6535	2006/3GNDA23PX6S560507		0	-45.99
2021-01-0000132	CORELOGIC CENTRALIZED REFUNDS	3001 HACKBERRY RD	IRVING, TX 75063	640 FORBES ST		0	-3,191.65
2021-03-0058850	DEARCE MIRIAM	90 SMITH DR	EAST HARTFORD, CT 06118-1545	1999/4T1BF18B1XU329372		0	-74.25
2005-03-0065935	EASTMOND KENYA	170 BREWER ST	EAST HARTFORD, CT 06118	1995/1C3EJ56H2SN556012	-54.78	-274.93	-90.29
2021-01-0008719	MANCUSO CAREY TRUSTEE	180 SILAS DEANE HWY SUITE 201	ROCKY HILL, CT 06067	207 RIDGEWOOD RD		0	-3,151.47
2019-03-0073676	MELENDEZ RODRIGO	536 REDSTONE HILL RD APT 23	BRISTOL, CT 06010	2017/JF2SJADC1HH441456		0	-322.43
2021-03-0073159	MIYASATO MIRIAN L	16 COLGATE LN	EAST HARTFORD, CT 06108-1308	2012/JN8AE2KP3C9035809		0	-49.82
2021-03-0074817	NISSAN INFINITI LT LLC	P O BOX 650214	DALLAS, TX 75265	2020/5N1AZ2AS1LN125064		0	-579.19
2020-04-0086795	OTERO NICHOLAS R	11450 PRAIRIE VIEW CT	RED BLUFF, CA 96080-7795	2014/1G1PC5SBXE7413214		0	-148.94
2021-03-0075982	PADILLA-UGAZ BEATRIZ S	22 JERRY RD	EAST HARTFORD, CT 06118	2007/1N4AL21E87N491325		0	-76.67
2021-01-0014181	TELES NANCY	58 GAIL RD	EAST HARTFORD, CT 06108	97 ALPS DR		0	-1,865.62
2021-03-0084611	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/JTJBARBZ4J2159516		0	-189.58
SUB TOTAL					-54.78	-274.93	-13,636.83
TOTAL							-13,966.54

# OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Tsegai wished Vice Chair Don Bell a Happy Birthday.

<u>Councillor Amadasun</u> stated that a call is out for local artists through East Hartford Murals for two murals that will be placed at local Town pools.

<u>Chair Kehoe</u> asked if any of the progress on the hiring process for open staff positions due to recent and upcoming paygrade increases approved by the Council. *Mayor Walsh stated that there is still a need to fill a few open positions, particularly within the Inspections and Permits department. A revised posting with the updated paygrades will be released in hopes of recruiting additional candidates.* 

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

#### OPPORTUNITY FOR RESIDENTS TO SPEAK

No one came forward.

#### **ADJOURNMENT**

MOTION By John Morrison

seconded by Don Bell

to adjourn (9:51 pm)

#### Motion carried 8/0

The Chair wished all a good evening and announced that the next regular meeting of the
Town Council would be on August 1, 2023.

Attest	
	Jason Marshall
	TOWN COUNCIL CLERK



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 25, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: RESOLUTION: Capital Region Development Authority MOU

Since 2018, the Town of East Hartford has had a Memorandum of Understanding (MOU) agreement with the Capital Region Development Authority (CRDA) to perform project management activities in town.

Enclosed is the updated agreement for your review and approval.

Please place this item on the town council agenda for August 1, 2023.

Thank you.

C: E. Buckheit, Development Director



TO: Mayor Walsh

FROM: Eileen Buckheit, Development Director

DATE: July 25, 2023

RE: Memorandum of Understandings with Capital Region Development Authority

Starting in 2018, the Town of East Hartford has had Memorandum of Understandings (MOUs) with the Capital Region Development Authority (CRDA) to perform project management activities in our community. This has ranged from demolition management, advisory services, sidewalk construction, and pass through funding for projects such as the Ensign Street stormwater management project, and Riverfront Recapture funds.

I am attaching new and updated agreements with CRDA for review and approval. Specifically, they address the change in the scope of work at the former Showcase Cinema site. Previously CRDA managed the demolition of the site, and currently we are requesting construction oversight and fiscal management of the state and local bond funds as those phases of the project will commence this fall. In addition, we are adding demolition activities at Founders Plaza and Silver Lane Plaza to the MOUs.

I appreciate your consideration and am available for any questions.

#### **EXECUTION VERSION**

# MEMORANDUM OF UNDERSTANDING

Effective July \_\_\_\_2023

By and Between

# CAPITAL REGION DEVELOPMENT AUTHORITY

("CRDA")

and

#### TOWN OF EAST HARTFORD

(the "Town")

CRDA Contract #24-001

This **Memorandum of Understanding** ("MOU") is made and entered into as of the \_\_\_\_ day of July, 2023 (the "Commencement Date"), by and between the **TOWN OF EAST HARTFORD**, a Connecticut municipal corporation (the "Town"), and the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority").

#### **ARTICLE I**

#### **INTRODUCTION**

#### Section 1.01 Silver Lane Plaza Project Description.

Pursuant to Public Acts 17-2 June SS § 408(e)(2) and 20-1 §13(g), the Town has been allocated a Grants-In-Aid (the "Grants") by the State of Connecticut Bond Commission in the amounts of Five Hundred Thousand Dollars (\$500,000) and Ten Million Dollars (\$10,000,000), respectively, to assist with the development and redevelopment of the Silver Lane corridor and the Silver Lane Plaza (the "Silver Lane Plaza Project"). Such funds may be used for the purchase and redevelopment of Silver Lane Plaza, public infrastructure, and other developmental improvements including, but not limited to, site preparation, drainage, public utilities, lighting, sidewalks, roadways, and parking lots. The sum of Five Million Five Hundred Twenty-Seven Thousand Eight Hundred Thirty-Six and 67/100 Dollars (\$5,527,836.67) remain from such State of Connecticut funds. ("Grant Funds").

#### **Section 1.02 Selection of the Authority.**

- (a) As provided by Connecticut General Statutes § 32-602(a)(8), the Authority's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism."
- (b) The Authority's Board of Directors established a regional development policy in expectation of working with communities such as the Town when proposed activities are consistent with regional plans and needs.
- (c) Pursuant to the foregoing, the Town has requested the Authority's assistance in the administration of the Grant, and the Authority has agreed to provide such assistance.
- (d) Now, therefore, the Town hereby designates the Authority as its contractor for purposes of assisting the Town in its efforts to complete the Silver Lane Plaza Project.

#### Section 1.03 Purpose.

The purpose of this MOU is to evidence the respective commitments of the Authority and the Town to proceed with the planning, design, bidding, contracting, monitoring, and other activities associated with the Silver Lane Plaza Project. This MOU does not purport to address all major or material issues that may arise during the course of the Silver Lane Plaza Project. The parties will proceed diligently, professionally, collaboratively and in good faith to resolve such issues as they arise.

#### **ARTICLE II**

#### **SCOPE OF SERVICES**

#### **Section 2.01 Grant Administration.**

(a) The Authority provided grant administration and developmental services to the Town during its acquisition of the Silver Lane Plaza. Such acquisition was completed on December 29, 2022, for the amount of Four Million Five Hundred Thirty-Five Thousand Dollars (\$4,535,000). Additionally, the Town has utilized Two Hundred Thirty-Seven Thousand One Hundred Sixty-Three and 33/100 Dollars (\$237,163.33) of bond funds for various professional services related to the acquisition of the Silver Lane Plaza as well as Two Hundred Thousand Dollars (\$200,000) for pedestrian improvements along Silver Lane.

#### Section 2.02 Contract Administration.

- (a) The Authority shall provide contract administrative services to the Town, including the preparation of necessary agreements by and between the Authority and the Town, whereby the Authority will receive and manage the remaining Grant funds, Five Million Five Hundred Twenty-Seven Thousand Eight Hundred Thirty-Six and 67/100 Dollars (\$5,527,836.67), in accordance with State of Connecticut ministerial rules. Reports will be provided on a monthly basis, with close-out documents provided, as needed, upon the completion of the Silver Lane Plaza Project.
- (b) As contractor for the Town, the Authority shall procure engineering, environmental abatement, and demolition services; review project design documents; specifications; construction bid documents; and cost estimates. Additionally, the Authority shall prepare a drawdown schedule for Grant funds and will initiate draws, through the Town in order to process and manage contractor invoices and payments. For payments directly to the Authority as contractor, the Authority will invoice the Town for its approval prior to disbursing cash payments.

#### **ARTICLE III**

#### SILVER LANE PLAZA PROJECT OVERSIGHT AND CONTROL

#### Section 3.01 Silver Lane Plaza Project Responsibility

The parties acknowledge that final authority and responsibility with respect to the Silver Lane Plaza Project rests with the Town. The Authority will provide updates and reports to the Mayor or his designated staff, as directed.

#### **Section 3.02 Cooperation**

The parties further acknowledge that the timely successful completion of the Silver Lane Plaza Project will require a continuing process of sharing information, cooperation in all aspects of planning, budgeting, and scheduling as well as coordinated decision making by the parties. In furtherance of the foregoing, the Authority shall report to the Mayor or his designee and act as support staff to the Town's management.

#### **ARTICLE IV**

#### **STAFF**

#### **Section 4.01 Personnel**

The Authority shall furnish a sufficient number of personnel, as reasonably determined by the Authority and reasonably acceptable to the Town. Michael Freimuth (Executive Director), Anthony Lazzaro (Deputy Director & General Counsel), Joseph Geremia (Chief Financial Officer), Robert Houlihan (Director of Design and Building Services), Mark O'Connell (Construction Senior Program Manager), Kim Hart (Director of Venue Services), and Erica Levis shall devote appropriate time and attention to the Silver Lane Plaza Project.

#### ARTICLE V

#### <u>FEES</u>

#### **Section 5.01** The Authority

The Town shall pay to the Authority a construction administration fee equal to 3% of the remaining Grant Funds administered by Authority hereunder. That is Five Million Five Hundred Twenty-Seven Thousand Eight Hundred Thirty-Six and 67/100 Dollars (\$5,527,836.67); such fee shall be One Hundred Sixty-Five Thousand Eight Hundred Thirty-Five Dollars (\$165,835).

#### **Section 5.02 Third-Party Contractors**

(a) The services of third-party contractors and the associated legal costs shall be first authorized by the Town and funded by the Grant proceeds.

#### **ARTICLE VI**

#### **TERMINATION**

#### Section 6.01 <u>Completion of Tasks</u>

The term of this MOU shall commence on or about July , 2023 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

#### **Section 6.02 Early Termination**

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination (1) all third-party expenses properly incurred or committed prior to the date of termination shall be paid using Grant funds and (2) the Authority shall receive all administration fees earned to the date of termination, including the monthly draw for the month in which termination occurred.

#### ARTICLE VII

#### **INSURANCE**

The Authority shall furnish a certificate of insurance to the Town for the following insurance coverage within ten (10) days from the contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance Coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town will receive thirty (30) days' notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

#### **Section 7.01** Commercial General Liability Insurance:

The Authority shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent CONTRACTORs, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Silver Lane Plaza Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage: Occurrence Basis

Amount of Coverage: \$1,000,000 per occurrence

\$2,000,000 aggregate

Policy Period: Annual Policy

#### Section 7.02 Workers' Compensation and Employer's Liability Insurance

The Authority shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: \$500,000 Each Accident

\$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

Policy Period: Annual Policy

#### Section 7.03 Umbrella Liability Insurance

The Authority shall carry an umbrella liability insurance policy of at least \$2,000,000.

The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as additional insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.

#### **Section 7.04** Sub-contractor Requirements

The Authority shall require its sub-contractors and independent contractors to carry the coverages set forth in sections 7.01, 7.02, 7.03 above and will obtain appropriate Certificates of Insurance before the sub-contractors and independent contractors are permitted to begin work.

The Authority shall require that the Town of East Hartford be named as Additional Insured on all sub-contractors and independent contractors' insurance before permitted to begin work.

The Authority and all sub-contractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants, and employees for losses arising from work performed by each on this contract.

#### **ARTICLE VIII**

#### **INDEMNIFICATION**

#### **Section 8.01 Indemnification by the Town**

- (a) To the fullest extent permitted by law, the Town shall indemnify and shall defend and hold harmless the Authority, including its officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature ("Claims"), to the extent they arise out of the negligent acts or omissions of the Town or its employees, agents or sub-contractors, including those arising out of injury to or death of Town's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly to the extent they are caused, occasioned or contributed to by the Town or its employees, agents or sub-contractors.
- (b) The Town's obligation to indemnify, defend and hold harmless the Authority shall be excused to the extent such Claims are caused by (i) a failure by the Authority to perform or observe any material covenant or condition to be performed by the Authority pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Authority in this MOU; and (iii) the negligence or misconduct of the Authority, or its employees, agents, or subcontractors.

#### **Section 8.02 Indemnification by the Authority**

- (a) The Authority agrees to indemnify, defend and hold harmless the Town and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees ("Town Claims"), asserted against, resultant to, imposed upon or incurred by the Town resulting from or arising out of:
  - 1. Any breach by the Authority of the terms of the specifications, or

- 2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town or the Authority or subcontractors or material men, or
- 3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
- (b) The Authority's obligation to indemnify, defend and hold harmless the Town shall be excused to the extent that such Town Claims are caused by (i) a failure by the Town to perform or observe any material covenant or condition to be performed by the Town pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Town in this MOU; and (iii) the negligence or misconduct of the Town, or its employees, agents, or subcontractors.

#### **ARTICLE IX**

#### **REPRESENTATIONS**

#### Section 9.01 Plan of Development.

The Authority is not a planning agency. It shall work wholly within the Town's master land-use plan of development and zoning regulatory structure.

#### **Section 9.02 Contracting Requirements.**

The Silver Lane Plaza Project shall be subject to all applicable laws, state contracting requirements, and audit procedures.

#### **ARTICLE X**

#### **GENERAL PROVISIONS**

#### **Section 10.01 Non-Discrimination and Executive Orders.**

(a) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory

requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(b) (1) The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Town that such disability prevents performance of the work involved; (2) the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Town agrees to provide each labor union or representative of workers with which the Town has a collective bargaining Agreement or other contract or understanding and each vendor with which the Town has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Town's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Town agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-contractors and suppliers of materials on such public works Silver Lane Plaza Projects.

- (c) Determination of the Town's good faith efforts shall include, but shall not be limited to, the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works Silver Lane Plaza Projects.
- (d) The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Town shall include the provisions of subsection (B) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-contractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; provided if such Town becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Town agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Town agrees to the following provisions: The Town agrees and warrants that in the performance of the Agreement such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining Agreement or other contract or understanding and each vendor with which such Town has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; the Town agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Town shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-contractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the

Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Town becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

(i) This Agreement is subject to the provisions of Executive Order No. Three of Gov. Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Town agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Exec. Order No. 3, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Conn. and the State Labor Commissioner.

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

#### Section 10.02 No Recourse.

It is expressly understood and agreed that the directors, officers and employees and agents of the Authority are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Town further acknowledges that the Authority is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

#### **Section 10.03 Independent Contractor**

The Authority shall act as an independent contractor in performing this MOU, maintaining complete control over its employees and all its sub-contractors. The Authority shall not be construed to be a department, institution, or agency of the Town.

#### Section 10.04 No Third-Party Beneficiaries

This MOU is for the exclusive benefit of the parties hereto and no rights of third-party beneficiaries are created hereby. The Authority shall not be obligated or liable hereunder to any party other than the Town.

#### **Section 10.05 Counterparts**

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[Signature page to follow]

**IN WITNESS WHEREOF**, the Authority and the Town have caused this MOU to be signed by their duly authorized representatives, as such and not individually.

Mayor

**CAPITAL REGION** 

**DEVELOPMENT AUTHORITY** 

# By: Michael W. Freimuth Executive Director TOWN OF EAST HARTFORD By: Michael P. Walsh Date

[MOU CRDA/Town of East Hartford-Silver Lane Plaza Signature Page]

#### **EXECUTION VERSION**

# AMENDED & RESTATED MEMORANDUM OF UNDERSTANDING

Effective January 2, 2019

By and Between

# CAPITAL REGION DEVELOPMENT AUTHORITY

("CRDA")

and

#### TOWN OF EAST HARTFORD

(the "Town")

Relating to the Redevelopment of the Concourse Park Project along the Silver Lane and Rentschler Field Corridor

CRDA Contract #23-018

This Amended & Restated Memorandum of Understanding ("MOU") is made and entered into as of the \_\_\_\_ day of July, 2023 (the "Commencement Date"), by and between the **TOWN OF EAST HARTFORD**, a Connecticut municipal corporation (the "Town"), and the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority").

**WHEREAS**, the Authority and the Town entered into a memorandum of understanding dated January 2, 2019 (the "Original MOU") setting forth the general understandings as to the development, financing, and administration of various Projects;

**WHEREAS**, the parties now wish to amend and restate the Original MOU to clarify and reflect certain changes in the respective roles, responsibilities, and obligations as agreed to by the parties, including the additional funding;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original MOU is amended and restated as follows:

#### ARTICLE I

#### **INTRODUCTION**

#### Section 1.01 Background.

On June 1, 2018 and June 30, 2023, respectively, the State Bond Commission authorized and reauthorized and transferred the unexpended funds from various DECD projects to the Authority to provide a grant-in-aid to the Town for public infrastructure improvements and redevelopment along the Silver Lane and Rentschler Field corridor, including but not limited to, property acquisition, demolition, remediation, and the creation of residential housing. In addition, the Town has Three Million Dollars (\$3,000,000) of Town funds to utilize in connection with the project defined below (collectively referred to as the "Development Grant").

#### Section 1.02 <u>Project Description.</u>

The Town purchased and desires to redevelop those certain pieces or parcels of real property, with all buildings and other improvements thereon and all appurtenances thereto, including but not limited to access and marquee easements and rights of way, known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street Rear and 291 Forbes Street (the "Property") in the Town of East Hartford and State of Connecticut (the "Project").

#### **Section 1.03 Selection of the Authority.**

- (a) As provided by Connecticut General Statutes § 32-602(a)(8), the Authority's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism."
- (b) The Authority's Board of Directors established a regional development policy in expectation of working with communities such as the Town when proposed activities are consistent with regional plans and needs.
- (c) Pursuant to the foregoing, the Town has requested the Authority's assistance in the administration of the Development Grant, and the Authority has agreed to provide such assistance.
- (d) Now, therefore, the Town hereby designates the Authority as its contractor for purposes of assisting the Town in its efforts to complete the Project.

#### Section 1.04 Purpose.

The purpose of this MOU is to evidence the respective commitments of the Authority and the Town to proceed with the planning, design, bidding, contracting, monitoring, and other activities associated with the Project. This MOU does not purport to address all major or material issues that may arise during the course of the Project. The parties will proceed diligently, professionally, collaboratively and in good faith to resolve such issues as they arise.

#### ARTICLE II

#### SCOPE OF SERVICES

#### **Section 2.01 Grant and Contract Administrative Services.**

- (a) The Authority shall provide grant and/or contract administrative services to the Town, including the preparation of necessary agreements by and between, the Authority and the Town, whereby the Authority will receive and manage the Development Grant in accordance with State of Connecticut ministerial rules. Reports will be provided on a monthly basis, with close-out documents provided, as needed.
- (b) As contract administrator for the Town, the Authority shall review project design documents, specifications, construction bid documents, and cost estimates. Additionally, Authority shall prepare a drawdown schedule for the Development Grant and will initiate draws into a segregated account for the Project in order to process and manage contractor invoices and payments. For payments directly to the Authority as contractor, the Authority will invoice the Town for its approval prior to disbursing cash payments.

#### **ARTICLE III**

#### PROJECT OVERSIGHT AND CONTROL

#### Section 3.01 Project Responsibility

The parties acknowledge that final authority and responsibility with respect to the Project rests with the Town. The Authority will provide updates and reports to the Mayor or designated staff, as directed.

#### Section 3.02 <u>Cooperation</u>

The parties further acknowledge that the timely successful completion of the Project will require a continuing process of sharing information, cooperation in all aspects of planning, budgeting, and scheduling as well as coordinated decision making by the parties. In furtherance of the foregoing, the Authority shall report to the Mayor or his designee and act as support staff to the Town's management.

#### **ARTICLE IV**

#### **STAFF**

#### Section 4.01 Personnel

The Authority shall furnish a sufficient number of personnel, as reasonably determined by the Authority and reasonably acceptable to the Town. Michael Freimuth (Executive Director), Anthony Lazzaro (Deputy Director & General Counsel), Joseph Geremia (Chief Financial Officer), Robert Houlihan (Director of Design & Building Services), Mark O'Connell (Construction Senior Program Manager), Kim Hart (Director of Venue Services), and Erica Levis shall devote appropriate time and attention to the Project.

#### **ARTICLE V**

#### **FEES**

#### **Section 5.01** The Authority

There shall be a 1% grant administration fee for the Town funded portion of the Development Grant (\$3,000,000); such fee shall be in the amount of Thirty Thousand Dollars (\$30,000).

#### **ARTICLE VI**

#### **TERMINATION**

#### Section 6.01 Completion of Tasks

The term of this MOU shall commence on or about January 2, 2019 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

#### **Section 6.02 Early Termination**

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination, the Authority shall receive all grant/project administration fees properly incurred or committed prior to the date of termination.

#### **ARTICLE VII**

#### **INSURANCE**

The Authority shall furnish a certificate of insurance to the Town for the following insurance coverage within ten (10) days from the contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance Coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town will receive thirty (30) days' notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

#### **Section 7.01 <u>Commercial General Liability Insurance:</u>**

The Authority shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent CONTRACTORs, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage: Occurrence Basis

Amount of Coverage: \$1,000,000 per occurrence

\$2,000,000 aggregate

Policy Period: Annual Policy

#### Section 7.02 Workers' Compensation and Employer's Liability Insurance:

The Authority shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: \$500,000 Each Accident

\$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

Policy Period: Annual Policy

#### **Section 7.03 Umbrella Liability Insurance:**

The Authority shall carry an umbrella liability insurance policy of at least \$2,000,000.

The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as additional insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.

#### **Section 7.04 Sub-contractor Requirements**

The Authority shall require its sub-contractors and independent contractors to carry the coverages set forth in sections 7.01, 7.02, 7.03 above and will obtain appropriate Certificates of Insurance before the sub-contractors and independent contractors are permitted to begin work.

The Authority shall require that the Town of East Hartford be named as Additional Insured on all sub-contractors and independent contractors insurance before permitted to begin work.

The Authority and all sub-contractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

#### **ARTICLE VIII**

#### **INDEMNIFICATION**

#### **Section 8.01 Indemnification by the Town**

(a) To the fullest extent permitted by law, the Town shall indemnify and shall defend and hold harmless the Authority, including its officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature ("Claims"), to

the extent they arise out of the negligent acts or omissions of the Town or its employees, agents or sub-contractors, including those arising out of injury to or death of Town's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly to the extent they are caused, occasioned or contributed to by the Town or its employees, agents or sub-contractors.

(b) The Town's obligation to indemnify, defend and hold harmless the Authority shall be excused to the extent such Claims are caused by (i) a failure by the Authority to perform or observe any material covenant or condition to be performed by the Authority pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Authority in this MOU; and (iii) the negligence or misconduct of the Authority, or its employees, agents, or subcontractors.

#### **Section 8.02 Indemnification by the Authority**

- (a) The Authority agrees to indemnify, defend and hold harmless the Town and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees ("Town Claims"), asserted against, resultant to, imposed upon or incurred by the Town resulting from or arising out of:
  - 1. Any breach by the Authority of the terms of the specifications, or
  - 2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town or the Authority or subcontractors or material men, or
  - 3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
- (b) The Authority's obligation to indemnify, defend and hold harmless the Town shall be excused to the extent that such Town Claims are caused by (i) a failure by the Town to perform or observe any material covenant or condition to be performed by the Town pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Town in this MOU; and (iii) the negligence or misconduct of the Town, or its employees, agents, or subcontractors.

#### ARTICLE IX

#### REPRESENTATIONS

#### Section 9.01 Plan of Development.

The Authority is not a planning agency. It shall work wholly within the Town's master land-use plan of development and zoning regulatory structure.

#### **Section 9.02 Contracting Requirements.**

The Project shall be subject to all applicable laws, state contracting requirements, and audit procedures.

#### **ARTICLE X**

#### **GENERAL PROVISIONS**

#### Section 10.01 No Recourse.

It is expressly understood and agreed that the directors, officers and employees and agents of the Authority are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Town further acknowledges that the Authority is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

#### **Section 10.02 Independent Contractor**

The Authority shall act as an independent contractor in performing this MOU, maintaining complete control over its employees and all its sub-contractors. The Authority shall not be construed to be a department, institution, or agency of the Town.

#### Section 10.03 No Third Party Beneficiaries

This MOU is for the exclusive benefit of the parties hereto and no rights of third party beneficiaries are created hereby. The Authority shall not be obligated or liable hereunder to any party other than the Town.

#### Section 10.04 Counterparts

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[Signature page to follow]

**IN WITNESS WHEREOF**, the Authority and the Town have caused this MOU to be signed by their duly authorized representatives, as such and not individually.

Mayor

**CAPITAL REGION** 

# By: Michael W. Freimuth Executive Director TOWN OF EAST HARTFORD By: Michael Walsh Date:

[MOU CRDA/Town of East Hartford – Concourse Park Project Signature Page]

#### **EXECUTION VERSION**

# AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

Effective October 16, 2018

By and Between

# CAPITAL REGION DEVELOPMENT AUTHORITY

("CRDA")

and

#### TOWN OF EAST HARTFORD

(the "Town")

CRDA Contract #24-002

This Amended and Restated Memorandum of Understanding ("MOU") is made and entered into as of the \_\_\_\_ day of July 2023 (the "Commencement Date"), by and between the **TOWN OF EAST HARTFORD**, a Connecticut municipal corporation (the "Town"), and the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority").

**WHEREAS**, the Authority and the Town entered into a Memorandum of Understanding dated October 16, 2018 (the "Original MOU") setting forth the general understandings as to the development, financing, and administration of the respective Projects;

**WHEREAS**, the State of Connecticut Bond Commission has allocated additional funding in the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) for the Founders Plaza Project;

**WHEREAS**, the parties now wish to amend and restate the Original MOU to clarify and reflect certain changes in the respective roles, responsibilities, and obligations as agreed to by the parties, including the additional funding;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original MOU is amended and restated as follows:

#### ARTICLE I

#### **INTRODUCTION**

#### Section 1.01 Grant Awards.

The Town has been awarded the following grants-in-aid (the "Grants"):

- (a) Seven Million Dollars for public infrastructure, abatement, demolition, and other developmental improvements including, but not limited to, a parking garage and various other buildings located in the vicinity of the Founders Plaza on East River Drive in East Hartford (the "Founders Plaza Project");
- (b) Four Million Dollars (\$4,000,000) to finance stormwater drainage improvements in the area around the Goodwin College riverfront campus (the "Stormwater Project");
- (c) One Million Eleven Thousand Eight Hundred Eighty-Six and 56/100 Dollars (\$1,011,886.56) for infrastructure and pedestrian improvements along Silver Lane in the vicinity of Rentschler Field (the, "Silver Lane Project"); and

(d) Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) for improvements in and around Great River Park (the "Park Project") and the demolition or redevelopment of vacant buildings located within the Town (the "Demolition Project").

#### Section 1.02 <u>Selection of the Authority.</u>

- (a) As provided by Connecticut General Statutes § 32-602(a)(8), the Authority's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism."
- (b) The Authority's Board of Directors established a regional development policy in expectation of working with communities such as the Town when proposed activities are consistent with regional plans and needs.
- (c) Pursuant to the foregoing, the Town has requested the Authority's assistance in the administration of the Grants, and the Authority has agreed to provide such assistance.
- (d) Now, therefore, the Town hereby designates the Authority as its contractor for purposes of assisting the Town in its efforts to complete the Projects.

#### Section 1.04 Purpose.

The purpose of this MOU is to evidence the respective commitments of the Authority and the Town to proceed with the planning, design, bidding, contracting, monitoring, and other activities associated with the Projects. This MOU does not purport to address all major or material issues that may arise during the course of the Projects. The parties will proceed diligently, professionally, collaboratively and in good faith to resolve such issues as they arise.

#### **ARTICLE II**

#### **SCOPE OF SERVICES**

#### Section 2.01 Grant and Contract Administrative Services.

(a) The Authority shall provide grant and/or contract administrative services to the Town, including the preparation of necessary agreements by and between, the Authority and the Town, whereby the Authority will receive and manage the Grants in accordance with State of Connecticut ministerial rules. Reports will be provided on a monthly basis, with close-out documents provided, as needed, on a project-by-project basis.

(b) As contract administrator for the Town, the Authority shall review project design documents, specifications, construction bid documents, and cost estimates. Additionally, Authority shall prepare a drawdown schedule for Grants and will initiate draws into a segregated account for the Projects in order to process and manage contractor invoices and payments. For payments directly to the Authority as contractor, the Authority will invoice the Town for its approval prior to disbursing cash payments.

#### Section 2.02 Founders Plaza Project.

The Authority will engage firm(s) to provide development services and analysis for the Founders Plaza area, including potential residential development and an expansion of parking capacity. With Town approval and subject to additional funding, the Authority will implement such recommendations and provide grant administrative services for the design, demolition, and construction of the Founders Plaza Project.

#### Section 2.03 Stormwater Project.

The Authority will provide contract administrative services for the design and construction of stormwater drainage improvements in and around the area of the Goodwin College riverfront campus.

#### Section 2.04 Silver Lane Project (Pedestrian Improvements).

The Authority will provide contract administrative services for the design and construction of potential infrastructure improvements along the Silver Lane Corridor. In conjunction with Town, the Authority will identify certain recommendations proffered by TranSystems, consultant to the Silver Lane Advisory Committee, and procure a general contractor to implement such recommendations.

#### Section 2.05 Great River Park Project.

If requested by the Town, the Authority shall review and identify various proposed infrastructure improvements to Great River Park provided by Riverfront Recapture. Subject to available funding, the Authority will provide grant administrative services for the design and construction of the selected improvements.

#### Section 2.06 <u>Demolition Project.</u>

The Authority will provide contract administrative services for the proposed abatement, demolition, and/or redevelopment of vacant buildings located with the Town as selected by the Town.

#### **ARTICLE III**

#### PROJECT OVERSIGHT AND CONTROL

#### Section 3.01 Project Responsibility

The parties acknowledge that final authority and responsibility with respect to the Projects rest with the Town. The Authority will provide updates and reports to the Mayor or designated staff, as directed.

#### **Section 3.02 Cooperation**

The parties further acknowledge that the timely successful completion of the Projects will require a continuing process of sharing information, cooperation in all aspects of planning, budgeting, and scheduling as well as coordinated decision making by the parties. In furtherance of the foregoing, the Authority shall report to the Mayor or his designee and act as support staff to the Town's management.

#### **ARTICLE IV**

#### **STAFF**

#### **Section 4.01 Personnel**

The Authority shall furnish a sufficient number of personnel, as reasonably determined by the Authority and reasonably acceptable to the Town. Michael Freimuth (Executive Director), Anthony Lazzaro (Deputy Director & General Counsel), Joseph Geremia (Chief Financial Officer), Robert Houlihan (Director of Design and Building Services), Mark O'Connell (Construction Senior Program Manager) Kim Hart, and Erica Levis shall devote appropriate time and attention to the Project.

#### **ARTICLE V**

#### **FEES**

#### **Section 5.01** The Authority

The Town shall pay to the Authority a contract administration fee equal to 3% of the respective Grants on a schedule to be reasonably agreed upon by the parties hereto to enable the Authority to meet its expenses and its properly incurred and committed third party expenses; however, for work performed during the Founders Plaza Project, Park Project and the Demolition Project, the Authority's fee shall be equal to 1% of the grant amount.

#### **ARTICLE VI**

#### **TERMINATION**

#### **Section 6.01 Completion of Tasks**

The term of this MOU shall commence on or about October 1, 2018 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

#### **Section 6.02 Early Termination**

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination, all third-party expenses and all Authority expenses properly incurred, committed and earned as to the work completed prior to the date of termination shall be paid using Grant funds.

#### **ARTICLE VII**

#### **INSURANCE**

The Authority shall furnish a certificate of insurance to the Town for the following insurance coverage within ten (10) days from the contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance Coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town will receive thirty (30) days' notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

#### **Section 7.01 Commercial General Liability Insurance**:

The Authority shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent CONTRACTORs, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage: Occurrence Basis

Amount of Coverage: \$1,000,000 per occurrence

\$2,000,000 aggregate

Policy Period: Annual Policy

#### Section 7.02 Workers' Compensation and Employer's Liability Insurance

The Authority shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: \$500,000 Each Accident

\$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

Policy Period: Annual Policy

#### Section 7.03 Umbrella Liability Insurance

The Authority shall carry an umbrella liability insurance policy of at least \$2,000,000.

The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as additional insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.

#### **Section 7.04 Sub-contractor Requirements**

The Authority shall require its sub-contractors and independent contractors to carry the coverages set forth in sections 7.01, 7.02, 7.03 above and will obtain appropriate Certificates of Insurance before the sub-contractors and independent contractors are permitted to begin work.

The Authority shall require that the Town of East Hartford be named as Additional Insured on all sub-contractors and independent contractors' insurance before permitted to begin work.

The Authority and all sub-contractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

#### **ARTICLE VIII**

#### **INDEMNIFICATION**

#### **Section 8.01 Indemnification by the Town**

(a) To the fullest extent permitted by law, the Town shall indemnify and shall defend and hold harmless the Authority, including its officers, agents, and

employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature ("Claims"), to the extent they arise out of the negligent acts or omissions of the Town or its employees, agents or sub-contractors, including those arising out of injury to or death of Town's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly to the extent they are caused, occasioned or contributed to by the Town or its employees, agents or sub-contractors.

(b) The Town's obligation to indemnify, defend and hold harmless the Authority shall be excused to the extent such Claims are caused by (i) a failure by the Authority to perform or observe any material covenant or condition to be performed by the Authority pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Authority in this MOU; and (iii) the negligence or misconduct of the Authority, or its employees, agents, or subcontractors.

#### **Section 8.02 Indemnification by the Authority**

- (a) The Authority agrees to indemnify, defend and hold harmless the Town and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees ("Town Claims"), asserted against, resultant to, imposed upon or incurred by the Town resulting from or arising out of:
  - 1. Any breach by the Authority of the terms of the specifications, or
  - 2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town or the Authority or subcontractors or material men, or
  - 3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
- (b) The Authority's obligation to indemnify, defend and hold harmless the Town shall be excused to the extent that such Town Claims are caused by (i) a failure by the Town to perform or observe any material covenant or condition to be performed by the Town pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Town in this MOU; and (iii) the negligence or misconduct of the Town, or its employees, agents, or subcontractors.

#### **ARTICLE IX**

#### **REPRESENTATIONS**

#### Section 9.01 Plan of Development.

The Authority is not a planning agency. It shall work wholly within the Town's master land-use plan of development and zoning regulatory structure.

#### **Section 9.02 Contracting Requirements.**

The Project shall be subject to all applicable laws, state contracting requirements, and audit procedures.

#### **ARTICLE X**

#### **GENERAL PROVISIONS**

#### Section 10.01 No Recourse.

It is expressly understood and agreed that the directors, officers and employees and agents of the Authority are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Town further acknowledges that the Authority is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

#### **Section 10.02 Independent Contractor**

The Authority shall act as an independent contractor in performing this MOU, maintaining complete control over its employees and all its sub-contractors. The Authority shall not be construed to be a department, institution, or agency of the Town.

#### **Section 10.03 No Third Party Beneficiaries**

This MOU is for the exclusive benefit of the parties hereto and no rights of thirdparty beneficiaries are created hereby. The Authority shall not be obligated or liable hereunder to any party other than the Town.

#### Section 10.04 Counterparts

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[Signature page to follow]

**IN WITNESS WHEREOF**, the Authority and the Town have caused this MOU to be signed by their duly authorized representatives, as such and not individually.

# CAPITAL REGION DEVELOPMENT AUTHORITY

By:		
•	Michael W. Freimuth	Date
	Executive Director	
	TOWN OF EAST HARTFORD	
By:		
	Michael P. Walsh	Date
	Mayor	

[MOU CRDA/Town of East Hartford- Townwide Signature Page]

Whereas, Pursuant to Public Acts 17-2 June SS § 408(e)(2) and 20-1 §13(g), the Town has been allocated a Grants-In-Aid (the "Grants") by the State of Connecticut Bond Commission in the amounts of Five Hundred Thousand Dollars (\$500,000) and Ten Million Dollars (\$10,000,000), respectively, to assist with the development and redevelopment of the Silver Lane corridor and the Silver Lane Plaza (the "Silver Silver Lane Plaza Project"), which funds may be used for the purchase and redevelopment of Silver Lane Plaza, public infrastructure, and other developmental improvements including, but not limited to, site preparation, drainage, public utilities, lighting, sidewalks, roadways, and parking lots.

Whereas, the sum of Five Million Five Hundred Twenty-Seven Thousand Eight Hundred Thirty-Six and 67/100 Dollars (\$5,527,836.67) remain from such State of Connecticut funds ("Grant Funds").

Whereas, the Town requires assistance with the administration of the Grant Funds and the undertaking of the Silver Lane Plaza Project; and

Whereas, as provided by Connecticut General Statutes § 32-602(a)(8), the Capital Region Development Authority's ("CRDA") purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism; "and

Whereas, the Town would like to utilize the services of CRDA such that CRDA will act as the Town's manager and grant administrator for the Silver Lane Plaza Project ("Grant Administration Services"); and

Whereas, it is in the best interests of the Town to contract with CRDA to perform Grant Administration Services given its experience and expertise in grant administration and project management;

#### NOW THEREFORE BE IT RESOLVED:

That the Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into a Memorandum of Understanding with CRDA relating to Grant Administration Services with respect to the Silver Lane Plaza Project, as well as all other documents deemed necessary by the Office of Corporation Counsel to effectuate such Memorandum of Understanding.

Whereas, On June 1, 2018 and June 30, 2023, respectively, the State Bond Commission authorized and reauthorized and transferred the unexpended funds from various Department of Economic and Community Development projects to the Capital Region Development Authority ("CRDA") to provide a grant-in-aid to the Town for public infrastructure improvements and redevelopment along the Silver Lane and Rentschler Field corridor, including but not limited to, property acquisition, demolition, remediation, and the creation of residential housing (the "DECD Grant"); and

Whereas, the Town purchased those certain pieces or parcels of real property, with all buildings and other improvements thereon and all appurtenances thereto, including but not limited to access and rights of way, known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street Rear and 291 Forbes Street in the Town of East Hartford and State of Connecticut (the "Property"), demolished the buildings on the Property, undertook environmental remediation at the Property, and is working with a developer to redevelop the Property into residential housing (the "Project"); and

Whereas, the Town has Three Million Dollars (\$3,000,000) of Town bond funds to utilize in connection with the Project (the "Town Grant"); and

Whereas, the Town requires assistance with the administration of the DECD Grant and the Town Grant (collectively the "Grant") and the undertaking of the Project; and

Whereas, as provided by Connecticut General Statutes § 32-602(a)(8), the CRDA's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism; and

Whereas, pursuant to a January 2, 2019 Memorandum of Understanding, the Town has utilized the services of CRDA to perform grant administration services and other property management services ("Grant Administration Services") with respect to the DECD Grant; and

Whereas, it is in the best interests of the Town to amend and restate the January 2, 2109 Memorandum of Understanding to include the Town Grant in CRDA's Grant Administration Services;

#### NOW THEREFORE BE IT RESOLVED:

That the Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into an Amended and Restated Memorandum of Understanding with CRDA relating to Grant Administration Services with respect to the Project, as well as all other documents deemed necessary by the Office of the Corporation Counsel to effectuate such Amended and Restated Memorandum of Understanding.

Whereas, the Town has been awarded the following State of Connecticut grants-in-aid (the "Grants"):

- (a) Seven Million Dollars (\$7,000,000) for public infrastructure and other developmental improvements including, but not limited to, a parking garage located in the vicinity of the Founders Plaza on East River Drive in East Hartford; (the "Founders Plaza Project");
- (b) Four Million Dollars (\$4,000,000) to finance storm water drainage improvements in the area around the Goodwin University riverfront campus (the "Storm Water Project");
- (c) One Million Eleven Thousand Eight Hundred Eighty-Six and 56/100 Dollars (\$1,011,886.56) for infrastructure improvements along Silver Lane in the vicinity of Rentschler Field (the, "Silver Lane Project"); and
- (d) Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) for improvements in and around Great River Park (the "Park Project") and the demolition or redevelopment of vacant buildings located within the Town (the "Demolition Project"); and

Whereas, the Town requires assistance with the administration of the Grants and the undertaking of the Founders Plaza Project, the Storm Water Project, the Silver Lane Project, the Park Project and the Demolition Project, (collectively, the "Projects"); and

Whereas, as provided by Connecticut General Statutes § 32-602(a)(8), the Capital Region Development Authority's ("CRDA") purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism;" and

Whereas, pursuant to an October 16, 2018 Memorandum of Understanding, the Town has utilized the services of CRDA such that CRDA has acted as the Town's manager for the Projects, assisting with the planning, design, bidding, contracting, contractor payments, monitoring, and other activities associated with the Projects ("Grant Administration Services"); and

Whereas, since entering into the October 16, 2018 Memorandum of Understanding, the State of Connecticut grant-in-aid for the Founders Plaza Project has increased by Six Million

Five Hundred Thousand Dollars (\$6,500,000) to an aggregate grant in aid of Seven Million Dollars (\$7,000,000); and

Whereas, it is in the best interests of the Town to Amend and Restate the October 16, 2018 Memorandum of Understanding with CRDA to include Grant Administration Services for this additional Six Million Five Hundred Thousand Dollars (\$6,500,000);

#### NOW THEREFORE BE IT RESOLVED:

That the Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into an Amended and Restated Memorandum of Understanding with CRDA relating to Grant Administration Services with respect to the Projects, as well as all other documents deemed necessary by the Office of Corporation Counsel to effectuate such Amended and Restated Memorandum of Understanding.



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 20, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: RESOLUTION: Immunization Activities Grant

The Town of East Hartford is looking to apply to the Connecticut Department of Public Health (DPH) for funding under the CDC Immunizations and Vaccines for Children COVID-19 Supplement Grant.

The purpose of these funds is to enhance local public health efforts to support immunization activities and media campaigns to help educate residents on the importance of vaccinations in the mitigation of serious illnesses. Please note that, although the name of the program references COVID-19, the funds can also support routine vaccinations, including influenza.

Please place this item on the Town Council agenda for the August 1, 2023 meeting.

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

# GRANTS ADMINISTRATION MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager

SUBJECT: Council Resolution – Immunization Activities Grant

**DATE:** July 21, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Connecticut Department of Public Health (DPH) for funding under the CDC Immunizations and Vaccines for Children COVID-19 Supplement Grant.

The purpose of these funds is to enhance local public health efforts to support immunization activities and media campaigns to help educate residents on the importance of vaccinations in the mitigation of serious illnesses. Please note that, although the name of the program references COVID-19, the funds can also support routine vaccinations, including influenza.

The grant allocation includes \$42,800 in funding that can be used solely for media vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on August 1, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director



Manisha Juthani, MD Commissioner



Ned Lamont Governor Susan Bysiewicz Lt. Governor

July 11, 2023

Mr. Laurence Burnsed, Director of Health East Hartford Health Department 740 Main Street East Hartford, CT 06108

Re: Supplemental Funding for Immunization Activities

Dear Laurence:

The State of Connecticut Department of Public Health (DPH) is pleased to inform you of additional federal funding to support local public health efforts.

This funding comes from the Centers for Disease Control and Prevention (CDC) Immunizations and Vaccines for Children COVID-19 Supplements, which provides additional funding to enhance local public health efforts to support immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illnesses. The funds can support routine vaccinations, influenza and COVID-19 vaccinations, and media campaigns to promote vaccinations in Connecticut. Funding for local public health is allocated to all 60 local health departments and districts. The allocation of funds is based on population estimates (2020) and poverty (2019) levels for each jurisdiction. This funding will need to be expended by June 30, 2024.

Please note that this funding will be allocated subject to Local Health entering into a contract with DPH. All local health departments and districts will need to identify an individual responsible for entering into CoreCT the budget for approval by DPH prior to contract execution as well as quarterly financial expenditure reports into CoreCT.

Attached are the Immunization and Vaccines for Children COVID-19 Supplements Funding Work Plan for the 10-month project period anticipated to begin September 1, 2023, through June 30, 2024, and the Department's Allocation Plan.

Your Immunization COVID-19 Supplemental LHD Total Allocation: \$165,426.00.

The above amount includes a Media Funding allocation in the amount of \$42,800.00. Media funding shall be used solely for media vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy. You may also use additional approved budgeted funds for media activities.

The above amount includes VEPF Allocation of \$122,625.00. You must agree to complete and submit a Rapid Community Assessment (RCA) within six months of execution of the contract.

These funds are intended to complement and not duplicate resources from any other federal source, including those previously awarded via ELC Cooperative Agreements.



Phone: (860) 509-7101 • Fax: (860) 509-7111 410 Capitol Avenue, P.O. Box 340308 Hartford, Connecticut 06134-0308 www.ct.gov/dph Affirmative Action/Equal Opportunity Employer



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 1<sup>st</sup> day of August, 2023

#### RESOLUTION

**WHEREAS**; the Centers for Disease Control (CDC) has made funding available through the Connecticut Department of Public Health (DPH) to support local public health efforts, and;

**WHEREAS**; the purpose of these funds is to enhance local public health efforts to support immunization activities and media campaigns to help educate residents on the importance of vaccinations in the mitigation of serious illnesses.

**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 DPH as they pertain to this CDC Immunizations and Vaccines for Children COVID-19 Supplement funding.

**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 WHERI	OF, I do hereunto set my hand and affix the corporate sea
of said Town of East	Hartford the day of August, 2023.
Seal	Signed:
	Jason Marshall, Town Council Clerk

# TOWN COUNCIL RESOLUTION GRANT INFORMATION FORM

Grant Description:	CDC Immunizations and Vaccines for Children COVID-19 Supplements		
	Centers for Disease Control (CDC) via Connecticut Department of Public Health (DPH)		
Grant Amount:	\$165,426.00		
Frequency: $\square$ One	time		
First year received:			
Last 3 years received	d:		
Funding level by year	ar: \$ \$		
Is a local match requi	red? □ Yes ⊠ No		
If yes, how much?	Not applicable		
From which account?	Not applicable		
Grant purpose:	To enhance local public health efforts to support immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illnesses.		
Results achieved:	Increased public awareness of and participation in immunization activities		
Duration of grant:	July 1, 2023 through June 30, 2024		
Status of application:	<u>Under development</u>		
Meeting attendee:	Health Director Laurence Burnsed, x7321		
Comments:	None		



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 20, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: AGREEMENT: Town of East Hartford and CT Department of Agriculture

Please see the attached request from Health and Social Services Director Laurence Burnsed to enter into an agreement with the CT Department of Agriculture (DoAg) to serve as a 2023 Certified CT Grown Farmers' Market.

Entering into the agreement for our farmers' market to be Certified CT Grown allows for the market to be included in DoAg advertisements as a site that offers products that are Connecticut grown, advertises the various benefits programs accepted by our vendors, and confirm that affiliated farmers are registered in the senior farmers' market nutrition program (SFMNP) and the WIC farmers' market nutrition program (WIC FMNP).

Please place this item on the Town Council agenda for the August 1, 2023 meeting.

C: L. Burnsed, Health and Social Services Director

MICHAEL P. WALSH MAYOR TOWN OF EAST HARTFORD

NCORPORATED 1783

7.40 Main Street

East Hartford, Connecticut 06108

(860) 291-7324 HEALTH@EASTHARTFORDCT.GOV

WWW.EASTHARTFORDCT.GOV

**HEALTH DEPARTMENT** 

TO: Mayor Michael P. Walsh

FROM: Laurence Burnsed, Director of Health and Social Services

DATE: July 20, 2023

RE: Referral to Town Council: Request to Approve Agreement Between the Town of East Hartford and Connecticut Department of Agriculture to Serve as a Certified CT Grown Farmers' Market

I am respectfully requesting the Town Council to approve the Town of East Hartford to enter into an agreement with the Connecticut Department of Agriculture (DoAg) to serve as a 2023 Certified CT Grown Farmers' Market.

The East Hartford Farmers' Market operates on the Raymond Library lawn from July 11 through October 24, 2023. The farmers' market is a source of fresh fruits, vegetables, and other healthy foods for our residents. Entering into the agreement for our farmers' market to be Certified CT Grown will allow for the market to be included in DoAg advertisements as a site that offers products that are Connecticut grown, advertises the various benefits programs accepted by our vendors, and confirms that affiliated farmers are registered in the senior farmers' market nutrition program (SFMNP) and the WIC farmers' market nutrition program (WIC FMNP).

Both farm vendors of our market are already certified CT grown with the DoAg and enrolled in both the senior and WIC nutrition benefits programs. Entering into this agreement assures our residents we follow the standards of certified CT grown market. This agreement was reviewed and approved by our Corporation Counsel.

#### 2023 AGREEMENT BETWEEN

#### CONNECTICUT DEPARTMENT OF AGRICULTURE and

FARMERS	'MARKET
WHEREAS, there is a need to identify farmers' markets offering farm produc	cts grown only in Connecticut;
<b>WHEREAS</b> , pursuant to Connecticut General Statues Section 22-4c(a)(2) at Commissioner of the Connecticut Department of Agriculture (DoAg) may enfirm, corporation or association to do all things necessary or convenient to conduties of the department;	ter into contracts with any person
WHEREAS, pursuant to Connecticut General Statue Section 22-6a, the Agriculture ("DoAg") agrees to certify the	Farmers' Market (the ecticut Grown Farmers' Market
NOW THEREFORE, DoAg and	Farmers' Market

#### I. DEFINITIONS

Per CGS Sec 1-1(q) and 22-6(r).

Except as otherwise specifically defined, the words "agriculture" and "farming" include cultivation of the soil, dairying, forestry, raising or harvesting any agricultural or horticultural commodity, including the raising, shearing, feeding, caring for, training and management of livestock, including horses, bees, the production of honey, poultry, fur-bearing animals and wildlife, and the raising or harvesting of oysters, clams, mussels, other molluscan shellfish or fish; the operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment, or salvaging timber or cleared land of brush or other debris left by a storm, as an incident to such farming operations; the production or harvesting of maple syrup or maple sugar, or any agricultural commodity, including lumber, as an incident to ordinary farming operations or the harvesting of mushrooms, the hatching of poultry, or the construction, operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for farming purposes; handling, planting, drying, packing, packaging, processing, freezing, grading, storing or delivering to storage or to market, or to a carrier for transportation to market, or for direct sale any agricultural or horticultural commodity as an incident to ordinary farming operations, or, in the case of fruits and vegetables, as an incident to the preparation of such fruits or vegetables for market or for direct sale. The term "farm" includes farm buildings, and accessory buildings thereto, nurseries, orchards, ranges, greenhouses, hoophouses and other temporary structures or other structures used primarily for the raising and, as an incident to ordinary farming operations, the sale of agricultural or horticultural commodities. The terms "agriculture" and "farming" do not include the cultivation of cannabis, as defined in section 1 of this act. The term "aguaculture" means the farming of the waters of the state and tidal wetlands and the production of protein food, including fish, ovsters, clams, mussels and other molluscan shellfish, on leased, franchised and public underwater farm lands. Nothing herein shall restrict the power of a local zoning authority under chapter 124. "Farmers' market" means a cooperative or nonprofit enterprise or association that consistentlyoccupies a given site throughout the season or that occupies a given site for any given day orevent and that operates principally as a common marketplace for a group of farmers, at least two of whom are selling Connecticut-grown fresh produce, to sell Connecticut-grown farm products in conformance with the applicable regulations of Connecticut state agencies and where the farm products sold are produced by the participating farmers with the sole intent and purpose of generating a portion of household income;

"Certified farmers' market" means a farmers' market that is authorized by the commissioner tooperate;

"Connecticut-grown" means produce and other farm products that have a traceable point of origin within Connecticut:

"Farm products" means any fresh fruits, vegetables, mushrooms, nuts, shell eggs, honey or other bee products, maple syrup or maple sugar, flowers, nursery stock and other horticulturalcommodities, livestock food products, including meat, milk, cheese, and other dairy products, food products of "aquaculture", as defined in subsection (q) of section 1-1, including fish, oysters, clams, mussels, and other molluscan shellfish taken from the waters of the state or tidal wetlands, products from any tree, vine, or plant and their flowers, or any of the products listed in this subdivision that have been processed by the participating farmer, including, but not limited to, baked goods made with farm products;

"Farmer's kiosk" means an extension of the farmer's business, and regulations of Connecticutstate agencies relating to the sale of farm products on a farm shall govern the sale of farm products at a farmer's kiosk at a certified farmers' market.

#### FARMERS' MARKET NUTRITION PROGRAM (FMNP) Definitions.

Per CGS Sec. 22-6g:

"Authorized farmers' market" means a farmers' market that operates within the service area and is a site authorized by the department for the exchange of electronic card benefits and Connecticut-grown fresh produce("Authorized Location");

"Certified vendor" means an individual who has met all FMNP conditions as outlined by the departmentand who is guaranteed payment on all electronic benefit card transactions accepted, provided compliance is maintained by that individual regarding all WIC rules and procedures as outlined in the vendor certification handbook;

"Certified vendor identification sign" means a department-issued sign which shall be clearly displayed by the certified vendor at all times when accepting or intending to accept electronic benefit cards in an authorized farmers'market;

"Fresh produce" means fruits and vegetables that have not been processed in any manner;

"Connecticut Grown" means produce and other farm products that have a traceable point of origin within Connecticut:

"Posted hours and days" means the operational time frames stated in assurances submitted by a duly authorized representative of an authorized farmers' market which includes a beginning and an ending date for each year of operation;

"Participant" means a client of WIC who possesses one of the WIC classification codes selected for inclusion by the Department of Public Health, and who is an active participant in a designated distribution clinic; "

"Season" means a clearly delineated period of time during a given year that has a beginning date and ending date, as specified by the department, which correlates with a major portion of the harvest period for Connecticut-grown fresh produce;

"Senior participant" is defined as a person who is sixty years of age or older and is currently residing in elderly housing, or is a participant of a registered congregate meal site, or has been identified by a municipal elderly agent as being at nutritional risk;

"Electronic Benefit Card" means a negotiable instrument issued by the department to participants that is valid only for Connecticut-grown fresh produce from certified vendors at authorized farmers' markets, with a limited negotiable period that directly correlates to the season designated by the department;

"WIC" means the special supplemental food program for women, infants, and children, as administered by the Department of Public Health.

#### II. TERMS OF THE CERTIFICATION AND TERMINATION

The Certification granted under this Agreement shall be effective April 1, 2023 through December 31, 2023.

Either Party may terminate this Agreement by providing a thirty (30) day written notice.

#### III. RESPONSIBILITY OF PARTIES

The Parties shall adhere to all terms and conditions as more particularly described below and if applicable, Appendix A. The Parties shall each be responsible for the tasks enumerated below.

- A. DoAg shall be responsible for the following tasks:
  - 1. The Commissioner of Agriculture shall, upon request by the Farmers' Market, include such farmers' market on any list of farmers' markets that appears on the DoAg website and include such farmers' market in any promotional materials concerning farmers' markets that are published or distributed by DoAg;
  - 2. Address any claims of Farmers' Market or farmer non-compliance as it pertains to the Certification;
  - 3. If applicable, administer the Farmers' Market Nutrition Program ("FMNP") to eligible farmers, farmers' markets, participants, distribution sites, and authorized locations perstate and federal regulations and as stated below:
    - a. Provide a hearing procedure whereby parties adversely affected by certain actions of DoAg may appeal those actions;
    - b. Under USC§ 249.16(a)(1)(iii),(b) and § 248.16(c)(1), provide a hearing procedure whereby parties adversely affected by certain actions of DoAg may appeal those actions. DoAg shall, at a minimum, provide the affected party with a "Written notification of the adverse action, the cause(s) for the action, including the effective date of the action including the DoAg's determination of whether the action shall be postponed under paragraph (c) of this section if it is appealed, and the opportunity for a hearing. Such notification shall be provided within a reasonable timeframe established by DoAg and in advance of the effective date of the action.":
    - DoAg may disqualify a farmer and/or farmers' market, roadside stand, or CSA for SFMNP/FMNP misuse;
    - d. DoAg may prosecute a farmer and/or farmers' market or roadside stand that commits fraud or engages in other illegal under applicable federal, state/ITO, or local laws:
    - e. DoAg shall permit a farmer's market to appeal a denial of its application to participate, imposing a sanction, or disqualifying it from participating in the SFMNP/FMNP. If DoAg has agreements with farmers' markets, then a farmer shall appeal such actions to the farmers' market. The expiration of a contract or agreement shallnot be subject to appeal to DoAg.
- B. The Farmers' Market shall be responsible for performing all duties associated with maintaining Certification as follows:
  - 1. Farmers selected by the Farmers' Market shall offer for sale only Connecticut Grown farm products with a traceable point of origin within Connecticut. In addition, receipts proving point of origin shall be retained by all applicable farmers for one (1) year after the expiration

of this Agreement;

- 2. The Farmers' Market agrees to permit DoAg agents to conduct inspection(s) at the Farmers' Market throughout the term of the Certification;
- The Farmers' Market shall permit only farms selling Connecticut Grown farm products and vendors selling non-farm items who obtain and maintain any license required to sell such products and items;
- 4. Compliance with Federal Nondiscrimination Policy: In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <a href="https://www.usda.gov/sites/default/files/documents/ad-3027.pdf">https://www.usda.gov/sites/default/files/documents/ad-3027.pdf</a>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or fax: (833) 256-1665 or (202) 690-7442; or email: Program.Intake@usda.gov

This institution is an equal opportunity provider.

5. Compliance with Federal Civil Rights Assurance: The Farmers' Market hereby agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975(42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131- 12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the Department of Agriculture (7 CFR Part 15 et seq); and Food and Nutrition Service directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Farmers' Market receives Federal financialassistance from Food and Nutrition Services, and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Farmers' Market agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliancewith the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detailof Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at anominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations, and agreements made in this assurance.

This assurance is binding on the Farmers' Market, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Farmers' Market;

- 6. If applicable: Farmers' Markets which have identified themselves as FMNP Authorized Farmers' Market shall adhere to all applicable rules and regulations associated with the program and as stated herein:
  - a. Ensure all fruit, vegetable, cut herb, and honey farmers at the Farmers' Market are individually certified with DoAg to accept FMNP electronic benefit cards;
  - b. Allow only certified Connecticut fruit, vegetable, cut herb, and honey farmers to sell at the Certified Connecticut Grown Farmers' Market;
  - Ensure all fruit, vegetable, cut herb, and honey farmers at the Farmers'
    Market are prominently displaying the certified farmer identification sign
    during market hours;
  - d. Assure that SFMNP/FMNP food instruments are redeemed only for eligible foods;
  - e. Assure certified farmers are providing eligible foods at the current price, or less than the current price, charged to other customers;
  - f. Assure certified farmers accept SFMNP/FMNP electronic benefitcards within the dates of theirvalidity established by DoAg;
  - g. If applicable, accept training on SFMNP/FMNP procedures;
  - h. Agree to be monitored for compliance with SFMNP/FMNP requirements including both overt and covert monitoring;
  - i. Be accountable for actions of farmers or employees in the provision of foods and related activities:
  - Pay the State agency for any SFMNP/FMNP electronic benefits transacted by the Farmers'Market in violation of this agreement;
  - k. Offer SFMNP/FMNP recipients the same courtesies as other market customers;
  - I. Notify DoAg if any farmer ceases operation prior to the end of the Certification period;
  - m. Provide DoAg with a regularly updated list of all farmers at the authorized farmers' market and their effective dates of participation.
- 7. The Farmer's Market shall not:
  - a. Collect sales tax on SFMNP/FMNP food instrument purchases;
  - Seek restitution from SFMNP/FMNP recipients for food instruments not paid by DoAg; and

c. Issue cash change or credit (including rain checks) in exchange for purchases that are in an amount less than the value of the SFMNP/FMNP food instrument(s).

The Parties hereby agree to the foregoing which shall be effective upon the later of April 1, 2023, or execution by both signatories to the Agreement.

Farmers' I	<b>V</b> larket
Farmers' Market Representative:	
Signature Printed name:	
Title:	
Date:	
Connecticut Department of Agriculture	
Ву:	
Bryan P. Hurlburt, Commissioner	
Date:	



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 20, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: AGREEMENT: Town of East Hartford and End Hunger CT

Please see the attached request from Health and Social Services Director Laurence Burnsed to enter into to enter into an agreement with End Hunger CT! (EHC!) to enroll our farmers' market into the CT Fresh Match and True Match grant programs.

Please place this item on the Town Council agenda for the August 1, 2023 meeting.

C: L. Burnsed, Health and Social Services Director

MICHAEL P. WALSH MAYOR TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

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WWW.EASTHARTFORDCT.GOV

**HEALTH DEPARTMENT** 

TO: Mayor Michael P. Walsh

FROM: Laurence Burnsed, Director of Health and Social Services

DATE: July 20, 2023

RE: Referral to Town Council: Request to Approve Agreement Between the Town of East Hartford

and End Hunger CT! for the CT Fresh Match and True Match Grant Programs

I am respectfully requesting the Town Council to approve the Town of East Hartford to enter into an agreement with End Hunger CT! (EHC!) to enroll our farmers' market into the CT Fresh Match and True Match grant programs.

The Department of Health & Human Services was informed by EHC! on July 20 that the **East Hartford Farmers' Market** is *eligible* for both their **CT Fresh Match** and **CT True Match** programs. CT Fresh Match is a program of EHC! that offers monetary incentive to double purchases of fresh fruits and vegetables for farmers' market customers paying with Supplemental Nutrition Assistance Program (SNAP) benefits from vendors at participating farm-to-retail venues. The True Match program SNAP incentive that allows farmers' market outlets to double SNAP purchases of all SNAP-eligible items, not just produce. These programs are funded through the CT Department of Agriculture through ARPA funds.

Our farmers' market operates annually on the Raymond Library lawn from July through October. Farmers' markets are a great source of fresh fruits, vegetables, and other foods for our residents. The EH farmers' market received approval to serve as a SNAP retailer. Enrolling in both programs will help improve access to fresh produce and other SNAP approved foods for low-income residents by doubling benefits dollars for eligible farmers' market purchases. Health & Human Services will work with the Finance Department to setup the reimbursement process for this grant program.



### **CT Fresh Match Partner Contract & MOU**

2023 Season

Produce Matching
End Hunger CT! 2023-26 GusNIP



Please read the following Agreement in its entirety and fill in ALL yellow highlighted regions. Digital signatures are acceptable.

## **GusNIP Program Firm Agreement**

Year 1: Valid May 1, 2023 through April 30, 2024 End Hunger Connecticut! ("EHC!"), a Connecticut non-profit corporation, is pleased to accept

Town of East Hartford Farmers' Market

as a "Program Firm (or Firm)" partner under Farm Fresh Rhode Island's **Gus Schumacher Nutrition Incentive Program** ("GusNIP" formerly known as "FINI")
Grant Program award for year one of this three-year project, for which EHC! is a regional subawardee.

Per this agreement, EHC! will grant reimbursement funds to the above Program Firm to support the implementation of "CT Fresh Match," a program of EHC! that offers monetary incentive to double purchases of fresh fruits and vegetables – for customers paying with Supplemental Nutrition Assistance Program (SNAP) benefits – from vendors at participating farm-to-retail venues. The Program Firm enters/continues this partnership with EHC! to build capacity and test innovative strategies for healthy food incentives at direct-to-consumer markets. All Program Firms join CT Fresh Match as a statewide group of nutrition incentive program operators, working collaboratively to make fresh fruits and vegetables more accessible and affordable for SNAP households.

NOTE: This agreement applies to CT Fresh Match produce matching ONLY and not EHC!'s True Match non-produce matching program. Markets can participate in both programs, but True Match entails a separate contract and tracking processes and is NOT funded by GusNIP. Contact <a href="mailto:mstadnicki@endhungerct.org">mstadnicki@endhungerct.org</a> for details.

#### TERMS AND CONDITIONS

EHC! outlines the following terms and conditions applicable to all Program Firms, established and required by EHC! in accordance with Farm Fresh Rhode Island for the GusNIP Grant Program project:

- Partnership Compliance & Communication: Program Firms will participate in all aspects of and comply with all program standards, guidelines, and requirements developed by EHC! (in addition to this agreement, these may be provided to Program Firms from time to time during the term of this grant and/or partnership). Program Firms are also responsible for checking the email account(s) provided to EHC! as main point of contact(s) and responding accordingly, as important partnership information and updates are regularly relayed throughout the year. Failure to comply with these terms may result in delayed/no reimbursement(s) or, in extreme cases, partnership termination at the discretion of EHC!.
- **CT Fresh Match Usage:** CT Fresh Match incentives must be granted only for eligible market products (fresh fruits and vegetables only) unless otherwise approved by EHC!. If a question arises regarding whether a product should count under the CT Fresh Match



program per this contract, it should be brought to EHC!'s attention immediately for a decision, and *before* a matched sale is made. Vendors who wrongfully match purchase(s) for an inappropriate product under this contract will not be reimbursed for the purchase(s). *Note again that the True Match feature of this program, which allows doubling of eligible non-produce items, is NOT included in this contract and is a separate agreement.* 

- Training: EHC! requires that all Program Firms participate in trainings related to CT
  Fresh Match administration and data-tracking. Program Firms will receive additional
  training/support if:
  - 1. the Program Firm requests it;
  - 2. new Program Firm staff members need training; and/or
  - 3. EHC! feels that the Program Firm is not upholding correct practices and/or feels additional training/support is necessary.
- **Record Keeping and Data-Tracking**: EHC! requires that all Program Firms use the FM Tracks 2.0 application, or another platform under EHC!/FFRI's discretion if requirements should change, to record all data requested. Program Firms can keep their own recording methods, but EHC! will NOT accept them for invoicing. EHC! will use reports from FM Tracks 2.0 on/near the 15<sup>th</sup> of every month and only use data from that report for invoicing. Data entered in FM Tracks 2.0 by Program Firms after the 15<sup>th</sup> will not be reimbursed until the next month's invoicing unless otherwise noted by EHC!. If the payment schedule changes, EHC! will alert Program Firms and that schedule will override that in this agreement. Properly reported data is crucial, as EHC! is required to collect this data for USDA grant compliance and project evaluation. All data fields must be entered into FM Tracks 2.0 properly and on time for Program Firms to be reimbursed. A list of fields that must be entered into FM Tracks 2.0 is provided in Attachment A.
- Incentive Dollars: At the start of the season, EHC! will communicate with Program Firms and use last season's actual GusNIP incentive spending and/or SNAP sales (where available) to estimate an incentive spending for the new season for each Program Firm. As Program Firms are reimbursed for incentives as reported per month, this estimate is subject to change throughout the season. Program Firms agree to alert EHC! when they are nearing their allotment and EHC! will determine at that time if there are additional funds available to increase the Program Firm's season total. Additionally, EHC! does not require Program Firms to place spending caps on SNAP purchases as of the date of this agreement (but this may be subject to change as new Program Firms join the program); Program Firms can choose to set a cap at their own discretion. EHC! might also make this recommendation for Program Firms that are nearing their season allotment and it has been determined there will not be additional funds available to them. All Program Firms understand that all available and/or additional incentive funds are distributed to Program Firms on a first-come, first-served basis and overages of incentives that are not pre-approved by EHC! may not be funded.
- **Communications, marketing, & outreach:** EHC! will provide Program Firms with appropriate logos and language to be used in media and communications when discussing/including CT Fresh Match as needed. EHC! may also highlight the Program Firm on social media/newsletters/other communications to promote the partnership and to promote general market operations. Program Firms will share electronic files of



any program materials, such as flyers, posters, incentive program alternative currency, training documents, etc. with EHC! that were created as part of the GusNIP project.

Program Firms must include the EHC! and CT Fresh Match logos on any materials they develop, as well as the following funding credit statement: "SNAP-doubling funded by End Hunger Connecticut!'s CT Fresh Match Program." Logos are provided in Attachment B. EHC! will provide a branding guide to all Program Firms later.

• **Legality:** Each party is responsible for its negligent acts or omissions and that of its employees, officers, or directors, to the extent allowed by law. Nothing in this agreement shall be deemed to create a legal partnership, agency, joint venture, or any other type of relationship in which one party is responsible for the actions of the other.

# **Attachment A**

Program Outlet Agreement
Required Data to Record in FM Tracks 2.0

'CT Fresh Match' Incentive Name  Post-Market Questions	<ul> <li>EHC! requires use of the "CT Fresh Match" incentive name for all data tracking. Unless defined by a contract amendment, Program Firms must list "CT Fresh Match" as the name of the incentive program that is doubling SNAP. EHC! requires this to accurately pull data for reporting, especially for Program Firms that may participate in multiple incentive programs.</li> <li>Post-market questions are to be entered at the end of each market day. This is MANDATORY to receive reimbursement.</li> <li>Program Firms must answer ALL post-market questions after each market day, including new questions implemented by EHC!. Also including but not limited to: volunteer numbers and hours, staff numbers and hours, staff wages, supplies/marketing/time/money spent relevant to the CT Fresh Match program.</li> <li>If a Program Firm has a day(s) where their market(s) did not operate or was cancelled, post-market questions must ALL be answered with a zero (0) to indicate the market was not operating.</li> </ul>
Incentive/Sales Data	Program Firms are required to enter all sales and incentive data outlined in FM Tracks 2.0 tracking sheets.
Market Operations/Contact Info	Program Firms are required to enter all market operations and contact info data outlined in FM Tracks 2.0 tracking sheets.
Market Updates	Program Firms are responsible for updating market information in FM Tracks and alerting EHC! of any pertinent changes to their market(s) throughout the season.



# **Attachment B**

# Program Outlet Agreement CT Fresh Match Logos

(The **following logos** can be saved as JPG files and work best for electronic use and smaller mailers/flyers. If you need larger logos or logos of a different file type, please contact <u>mstadnicki@endhungerct.org</u>).









## GusNIP Program Firm Agreement/Pledge Acknowledgement

Year 1: Valid May 1, 2023 through April 30, 2024

I, Mayor Michael P. Walsh	
(market authorized person – first/last name)	
am the on-site administrator of the nutrition incentive program for	or:
Town of East Hartford farmers' market	
(name of market network (name)	

a participating Program Firm with End Hunger Connecticut! (EHC!) under Farm Fresh Rhode Island's **Gus Schumacher Nutrition Incentive Program** ("GusNIP") Grant Program award for year one of this three-year project.

My signature below confirms the following for the 2023 Market Season:

- I understand that GusNIP funds for SNAP incentives may only be used to incentivize produce. I have spoken directly with every vendor who sells at my Firm and clearly explained the parameters of the GusNIP funding:
  - Vendors that sell fruits and/or vegetables understand that they can accept incentive dollars funded through GusNIP for fruits/vegetables.
  - Vendors that sell other products (not fruits and/or vegetables) understand that they cannot accept incentive dollars funded through GusNIP for nonfruits/non-vegetables. (Vendors that sell a combination of products can accept GusNIP incentive dollars for fruits/vegetables only.)
  - o I understand EHC!'s True Match non-produce matching program is separate from GusNIP and requires a separate process from this contract.
- I certify GusNIP funds provided to my Firm will be used appropriately according to the policies associated with this federal grant, and that my Firm is compliant with all relevant state and municipal regulations.
- I certify GusNIP funds provided to my Firm will **not** be used for the purposes of lobbying, carrying out of propaganda, or otherwise attempting to influence legislation.
- I have communicated what is required to run as a CT Fresh Match Program Firm to appropriate staff/volunteer members to ensure standards are upheld and will do so for new members as needed.
- I understand that I can request additional matching funds from EHC! before I exceed my initial allotment. If I exceed my allotment and there are no additional funds available through EHC!, I understand that those purchases cannot be doubled by EHC!.
- I understand the consequence of delayed/no reimbursement and possible partnership termination upon failure to comply with the items outlined in this agreement.
- I understand that FM Tracks 2.0 is a newer data tracking system and tasks/requirements may shift throughout the season.



I understand that GusNIP is a federal grant program and my Firm cannot start doubling until this contract and MOU are properly filed with EHC!.
I have read, understood, and will uphold all provisions in this agreement.

Signature	<u>Date</u>
are signing for a network <b>(meani</b> organization's umbrella), plea re participating in CT Fresh Match	<mark>se list all markets included in your</mark>



Please read the following MOU in its entirety and fill in ALL yellow highlighted regions. Digital signatures are acceptable.

## Memorandum of Understanding - USDA Compliance

Town of East Hartford

740 Main Street East Hartford, CT 06108	<b>August 1, 2023</b>
United States Department of Agriculture Food and Nutrition Services	
To Whom it May Concern:	
Please find the GusNIP Grantee-Firm MOU attached.	
GusNIP grantee: Farm Fresh Rhode Island GusNIP award number: 2022-70415-38573	
Firm Name: [East Hartford Farmers' Market]	
Firm FNS number: [0860511]	
Sincerely,	
Thea Upham,	
Farm Fresh Rhode Island	

## Farm Fresh RI GusNIP Outlet Memorandum of Understanding

This Memorandum of Understanding is entered into on [August 1, 2023] by Farm Fresh Rhode Island, herein referred to as "the Grantee", End Hunger CT!, herein referred to as "the Sub-Grantee",



and [Town of East Hartford], herein referred to as "the Firm", to ensure compliance with USDA FNS rules for the purpose of participation in a GusNIP grant project.

# I.) Firm Contact Information [For Networks – please expand the chart below and fill out the following information for EACH market in your Network]

Network Name	Firm Name	Street	Mailing	FNS Number	Hours and Days
(if applicable)		Address	Address		of Operation
[Only for	[Town of	<mark>840 Main</mark>	<mark>740 Main</mark>	<mark>0860511</mark>	Tuesday, 3:00
<b>Networks that</b>	East	Street, East	Street, East		<b>p.m.</b> – 6:00 p.m.,
are operating	Hartford,	Hartford,	Hartford,		July 11 through
<b>multiple</b>	East	CT 06108	CT 06108		October 24, 2023
markets]	<b>Hartford</b>				
	Farmers'				
	Market]				

## II.) GusNIP Grant Project Participation:

A. *Time period:* The Firm's participation in Farm Fresh Rhode Island's GusNIP grant project will occur during a time period defined as beginning May 1, 2023 and ending on April 30, 2024.

B. *Incentives offered at firm:* customers of the Firm who participate in the federal Supplemental Nutrition Assistance Program (SNAP) will be eligible to use SNAP to purchase qualifying produce products for every \$1 spent, will receive an incentive of \$1 to spend on additional produce products.

C. *Data collection:* the Firm will provide the Subgrantee and Grantee with all incentive transaction-related data necessary for a robust evaluation of the GusNIP grant project with the mutual understanding that this data will be furnished to USDA NIFA, FNS, and GusNIP evaluators. These data include:

## Site and Project Information

- Management or organizational structure of the program
- Financial instrument used for SNAP and incentive purchases (tokens, scrip, electronic, etc.)
- Retail locations, mobile routes, or other pertinent information to understand how the project improves access to healthy food for underserved, low-income consumers
- Months of operation and operating days and hours
- Whether it is a new SNAP incentive program or the continuation, expansion, or modification of an existing program
- Whether program sites accept other nutrition assistance program benefits
- Whether program sites collaborate with nutrition education programs or offer other experiential nutrition education activities
- Expenses associated with establishment and operations of the program



#### Incentive Program Information

- Fruit and vegetable products eligible for incentives
- Incentive level (ratio and maximum)
- Incentive delivery mechanism
- Dollar value of SNAP purchases (per site/per year)
- Number of SNAP transactions (per site/per year)
- Dollar value of incentives issued (per site/per year)
- Dollar value of incentives redeemed (per site/per year)
- Average incentive value redeemed per recipient (weekly/monthly/annually)

E. *Firm Regulations*: the Firm will follow all relevant GusNIP and SNAP rules including, but not limited to, the following:

- The Firm will only accept incentives for GusNIP qualifying fruits or vegetables;
- The Firm will never accept incentives for ineligible products (i.e., non-food, alcohol, tobacco, or hot food products);
- The Firm will never exchange incentives for cash (i.e., trafficking);
- The Firm will never provide cash or SNAP EBT change for incentives;
- The Firm will never provide cash or SNAP EBT refunds for incentives;
- The Firm will never accept incentives from individuals known not to be legally entitled to possess incentives;
- The Firm will never accept incentives to pay credit accounts; and,
- The Firm will never knowingly provide false information of a substantive nature regarding their participation in the grant project.

The Firm acknowledges that failure to abide by GusNIP and SNAP rules, at any firm location, may result in SNAP disqualification, civil money penalties, and/or criminal penalties.

F. *Grantee Regulations*: The Grantee acknowledges that failure of the Grantee to abide by GusNIP grant program rules may result in rescission, in whole or in part, of grant funds.

G. Grantee and Sub-Grantee Responsibility for Firm: The Grantee and Sub-Grantee acknowledge that they are responsible for overseeing Firms participating in their grant project to ensure that SNAP and GusNIP rules are followed; and that they will be held responsible for instances of noncompliance that occur at any of their participating Firms.

The Grantee, the Sub-Grantee and the Firm hereby acknowledge the above regulations and agreements and commit to uphold them throughout the duration of the GusNIP grant program, or



until this agreement is superseded by a future memorandum of understanding to ensure continued compliance with USDA FNS guidelines.

Thea Upham, The Grantee Project Director	Date	
Molly Stadnicki, The End Hunger CT! Project Director	Date	
Michael P. Walsh, Mayor, The Firm Operator	Date	







# CT True Match Partner Contract & MOU 2023 Season

Non-Produce Matching
End Hunger CT! 2022-25 DoAG ARPA





Please read the following Agreement in its entirety and fill in ALL yellow highlighted regions. Digital signatures are acceptable.

## **Connecticut True Match Outlet Agreement**

Year 2: Valid May 1, 2023 through April 30, 2024

End Hunger Connecticut! ("EHC!"), a Connecticut non-profit corporation, is pleased to accept

Town of East Hartford, East Hartford Farmers' Market

(name of market network/name)

as a "Program Outlet (or Outlet)" partner under EHC!'s True Match SNAP-Doubling Project funded by the CT Department of Agriculture (DOAG) via American Rescue Plan Act (ARPA) funds for year two of this three-year project.

#### **Overview**

True Match is a Supplemental Nutrition Assistance Program (SNAP) incentive that allows farmers' market outlets to double SNAP purchases of all SNAP-eligible items, not just produce. It is an expansion feature of CT Fresh Match, a program of End Hunger Connecticut! (EHC!). True Match is funded through CT DOAG through ARPA funds.

#### TERMS AND CONDITIONS

EHC! outlines the following terms and conditions applicable to all Program Outlets, established and required by EHC!'s DoAG ARPA SNAP-doubling project:

- Eligibility: CT True Match allows for the doubling of benefits on any SNAP eligible items. Because EHC! operates produce matching through a separate grant, only non-produce will be reimbursed and tracked through CT True Match unless otherwise noted by EHC!. Any inquiries about which items are eligible can be answered by contacting EHC! or via the USDA Website: <a href="https://www.fns.usda.gov/snap/eligible-food-items">https://www.fns.usda.gov/snap/eligible-food-items</a>. Items that are eligible for True Match include: meat, poultry, fish, dairy products, breads, cereals, snack foods, non-alcoholic beverages, and seeds/plants which produce food for the household to eat. Markets will NOT receive reimbursement for any non-qualifying items. NOTE: This agreement applies to CT True Match non-produce matching ONLY and not EHC!'s CT Fresh Match program (produce matching). Produce matching is funded through End Hunger CT!'s GusNIP award, which requires a separate contract and data tracking. Markets can participate in both programs. Contact <a href="matching-match
- Record Keeping and Data Tracking: Unless otherwise noted, True Match transactions
  will be tracked in EHC!'s proprietary True Match database system. This system will store
  market profiles where you will enter "Daily sales and data" following every market day. The





transactions can be done individually or batched per vendor. Each transaction entry will require the entry of the vendor's name, payment method, total snap purchase amount, "non-produce" selection, incentive redeemed, distributed incentive, and the date of the market. These transactions will be submitted and recorded on the respective transaction log after every market day. Each market profile can be managed to add vendors and other key market information. It is required that markets keep their profiles up to date or notify EHC! immediately if a change needs to be made to any vital market information. Training materials will be provided to markets on how to use the True Match Data system. Additional support can be requested by contacting EHC!.

- Partnership Compliance & Communication: Program Outlets will participate in all aspects of and comply with all program standards, guidelines, and requirements developed by EHC!. Program Outlets are responsible for checking the email account(s) provided to EHC! as main point of contact(s) and responding accordingly, as important partnership information and updates are regularly relayed throughout the year. Failure to comply with these terms may result in delayed/no reimbursement(s) or, in extreme cases, partnership termination at the discretion of EHC!.
- **CT True Match Usage:** CT True Match incentives must be granted for eligible market products, and *non-produce matching only*. If a question arises regarding whether a product should count under this contract, it should be brought to EHC!'s attention immediately for a decision, and *before* a matched sale is made. Vendors who wrongfully match purchase(s) for an inappropriate product under this contract will not be reimbursed for the purchase(s).
- Training: EHC! requires that all Program Outlets participate in administration and datatracking. Program Outlets will receive additional training if:
  - 1. The Program Outlet requests it;
  - 2. New Program Outlet staff members need training; and/or
  - 3. EHC! feels that the Program Outlet is not upholding correct practices and/or feels additional training/support is necessary.
- **Incentive Dollars:** At the start of the season, EHC! will communicate with Program Outlets and use last season's actual incentive spending and/or SNAP sales (where available) to estimate an incentive spending for the new season for each Outlet. Since Program Outlets are reimbursed for incentives as reported per month, this estimate is subject to change throughout the season. Program Outlets will alert EHC! when they are nearing their allotment and EHC! will determine at that time if there are additional funds available to increase the Outlet's season total. Additionally, EHC! does not require Program Outlets to put a spending cap on SNAP purchases; Program Outlets can choose to do so at their own discretion. EHC! might also make this recommendation for Outlets that are nearing their season allotment and it has been determined there will not be additional funds available to them. EHC! reserves the right to instill a spending cap to any market if needed. All Program Outlets understand that any and all available and/or additional incentive funds are distributed to Outlets on a first-come, first-served basis, Note: Produce matching is acceptable under this grant if you are not part of our GusNIP project and/or if it is impossible to break apart a produce+non-produce transaction. It must be noted in the True Match data platform when tracked.





- Communications, marketing, & outreach: EHC! will provide Program Outlets with appropriate logos and language to be used in media and communications when including CT True Match as needed. EHC! may also highlight the Program Outlet on social media/newsletters/other communications to promote the partnership and to promote general market operations. Program Outlets must include the EHC! and CT Fresh Match logos on any materials they develop, as well as the following funding credit statement: "SNAP-doubling funded by End Hunger Connecticut!'s CT Fresh Match & True Match Program." EHC! will provide a branding guide to all Program Outlets.
- **Legality:** Each party is responsible for its negligent acts or omissions and that of its employees, officers, or directors, to the extent allowed by law. Nothing in this agreement shall be deemed to create a legal partnership, agency, joint venture, or any other type of relationship in which one party is responsible for the actions of the other.

#### **True Match Outlet Acknowledgement**

Valid May 1, 2023 through April 30, 2024 I, <u>Michael P. Walsh</u>,

(market authorized person – first and last name)

am the on-site administrator of the nutrition incentive program for:

Town of East Hartford, East Hartford Farmers' Market

#### (name of market network/name)

a participating Program Outlet with End Hunger Connecticut! (EHC!) under the Connecticut Department of Agriculture award for year two of this project.

My signature below confirms the following for the 2023 Market Season:

- I understand that Connecticut Department of Agriculture grant funds for SNAP incentives may only be used to incentivize SNAP-eligible products other than fruits and vegetables. I have spoken directly with every vendor who sells at my Outlet and clearly explained the parameters of the program.
- I certify Connecticut Department of Agriculture funds provided to my Outlet will be used appropriately according to the policies associated with this state grant, and that my Outlet is compliant with all relevant state and municipal regulations.





- I understand that True Match (this contract) and Fresh Match (produce matching through EHC! GusNIP grant) require separate contracts and data tracking and will uphold the proper protocols required.
- I certify Connecticut Department of Agriculture funds provided to my Outlet will **not** be used for the purposes of lobbying, carrying out of propaganda, or otherwise attempting to influence legislation.
- I have communicated what is required to run as a CT True Match Program Outlet to appropriate staff/volunteer members to ensure standards are upheld and will do so for new members as needed.
- I understand that I can ask EHC! at any point in the season if there are additional matching funds available, with ample time before I exceed my initial allotment. If I exceed my allotment and there are no additional funds available through EHC!, I understand that those purchases cannot be doubled by EHC!.
- I understand the consequence of delayed/no reimbursement and possible partnership termination upon failure to comply with the items outlined in this agreement.
- I have read, understood, and will uphold all provisions in this agreement.

<u>Signature</u>	<u>Date</u>		
	aning there are multiple markets under your list all markets included in your network that are v:		

# Memorandum

**To:** Mayor's office

From: Cephus Nolen, Youth Services

**Date:** 7/26/2023

**Re:** University of Connecticut & Springfield College Intern Affiliation

Agreements

I would like to request Town Council approval for The Town of East Hartford Department of Youth Services to enter into an affiliation agreement with the University of Connecticut School of Social and the Springfield's College School of Social Work.

These affiliation agreements will allow Youth Services to receive Masters of Social Work interns to provide the department with additional counseling and group services and also provide the interns with a Clinical/Practical Education\_Experience.

These internships have allowed the department over the past 40 years to provide additional services to the community and all of our present counseling /consultants except one, were prior interns in Youth Services.



# IN-STATE STUDENT EDUCATIONAL TRAINING AFFILIATION AGREEMENT

BY AND BETWEEN
THE UNIVERSITY OF CONNECTICUT
AND
TOWN OF EAST HARTFORD YOUTH SERVICES

TERM

From: August 1, 2023

To: July 31, 2028

This Affiliation Agreement (the "Agreement") is made by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education (the "University") and Town of East Hartford Youth Services (the "Facility"), each a "Party" and collectively the "Parties").

WHEREAS, the University offers degree programs ("Program") that require clinical and/or field experience; and

WHEREAS, the University desires to provide supervised clinical and/or field experience and instruction to its students enrolled in said Program (hereinafter the "Student/s"); and

WHEREAS, the Facility, in the interest of furthering the educational objectives of the University, is willing to make its facilities available to the Students for such experience and instruction; and

WHEREAS, the University and the Facility mutually desire to establish a clinical and/or education opportunity at the Facility's Department of Youth Services for the Students (the "Opportunity");

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

- 1. PHILOSOPHY AND OBJECTIVES OF THE OPPORTUNITY. The objectives of the Opportunity are to:
  - Prepare Students for future employment and/or careers through job exposure and work experiences; and
  - Increase the knowledge, skills and attitudes related to said employment and/or career;
     and
  - Increase the knowledge of, and access to, related community resources, including the social determinants of health ("SDOH").

#### 2. TERM, AMENDMENT AND TERMINATION OF AGREEMENT

The term of this Agreement shall be effective as of the first date written above ("Effective Date"). Prior to the end of this term, the Parties may renew the Agreement by an amendment to this Agreement executed by both Parties. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the University may terminate this Agreement at any time without cause by giving one hundred and twenty (120) days written notice to the other Party. Should notice of termination be given under this

Section, Students already scheduled to train at Facility will be permitted to complete any previously scheduled clinical assignment at Facility.

#### 3. HOST FACILITY RESPONSIBILITIES

- 3.1 <u>Experience</u>. The Facility will accept, on mutually agreed upon terms, Students from the University for participation in the Opportunity in accordance with the terms of this Agreement.
  - a. The Facility shall provide the Opportunity for qualified Students to receive educational training under the supervision of Faculty provided by the University in accordance with the terms of this Agreement. The Facility shall not be responsible for the supervision, instruction, and/or educational training of the Students but shall, at all times, retain authority and responsibility for the delivery of patient care.
  - b. The Facility may assign an employee who may serve as a student mentor or preceptor as appropriate.
- 3.2 Equipment and Use of Facilities. The Facility shall provide appropriate equipment and supplies, including computer workstations, necessary for the administration of care and/or delivery of services by Students; suitable space for conferences connected with Student instruction; phone access; and secured locker room or equivalent space for use by Students and Faculty. Students and Faculty may use the Facility cafeteria when available during the training experience.
- 3.3 <u>Orientation for Faculty and Students</u>. The Facility will provide orientation to Students and Faculty in advance of the first experience, which shall include relevant Facility information, including policies, procedures, and rules for which Students and Faculty must comply.
- 3.4 <u>Emergency Medical Care</u>. The Facility is not a medical center and is unable to will provide for emergency medical care to Students and/or Faculty who become III or who are injured while on duty at the Facility. The cost of such care shall be the responsibility of the individual Student/Faculty receiving it.
- 3.5 <u>Student Education Records.</u> The Facility acknowledges that it may request access to student education records while performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

#### 3.6 Personal Protective Equipment ("PPE"):

- The Facility shall provide Students and Faculty with appropriate PPE as required by applicable state and federal workplace safety laws and regulations.
- Students' learning experience will not include caring for patients who are known to have been diagnosed with COVID 19 and or other infectious diseases.
- 3.7 <u>Insurance</u>. Upon request, Facility will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

Commented [FR1]: Town does not have a cafeteria. Substitute for lunchroom / breakroom?

#### 4. UNIVERSITY RESPONSIBILITIES

- 4.1 <u>Planning</u>. The University shall be responsible for the planning, implementation, and execution of all educational aspects of the Student's Opportunity.
- 4.2 <u>Experience Description</u>. The University shall submit to the Facility, at least thirty (30) days prior to commencement of the Opportunity, a description of the types of training experiences needed by the Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Opportunity, and the names, professional credentials, and evidence of current licensure of Faculty who will supervise the Students. Faculty shall be responsible for planning and implementing individual Student assignments and for evaluating and grading Student performance. <u>University agrees to limit Student numbers based on the ability of the Facility to accommodate Students</u>.
- 4.3 <u>Insurance</u>. During the term of this Agreement, the University shall maintain professional liability insurance coverage for each Student and/or Faculty for their acts or omissions while participating in, or supervising, the Opportunity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating professional liability coverage in the amount of \$1,000,000 occurrence/\$5,000,000 aggregate that conforms with Connecticut's requirements and providing for the Facility as an additional insured as Follows:

<u>DESCRIPTION SECTION: The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as an Additional Insured on automobile, general liability and umbrella policies.</u>

CERTIFICATE HOLDER SECTION: The Town of East Hartford, 740 Main Street, East Hartford, CT 06108.

- 4.4 <u>Student Health Insurance</u>. The University will require all participating Students to maintain health insurance and provide proof of health insurance to the University.
- 4.5 <u>Compliance with Facility Rules</u>. The University will advise Students and Faculty that they are expected to comply with all policies, procedures, rules and regulations of the Facility, and that they must comply with instructions received from Facility personnel.
- 4.5 <u>Confidential Information</u>. The University will advise the Students, Faculty, and University personnel that they shall not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or state law, including the Connecticut Freedom of Information Act ("FOIA"). <u>University agrees to inform Students and Faculty that any request for information under FOIA must be immediately forwarded to Facility and will be handled by Facility.</u> The University shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality. The University shall make reasonable efforts to enforce compliance by Students and Faculty with the Facility's policy on confidentiality.
- 4.7 <u>Withdrawal of Students from the Opportunity</u>. The University shall withdraw any Student from the Facility at the Facility's request, if the Facility determines that due to health, performance, or other reasons, such Student's continued participation in the Opportunity is detrimental to the Student, the Facility, and/or the Facility's patients or personnel.
- 4.8 <u>Health Requirements</u>. If required, the University will provide the Facility with evidence that Students and Faculty meet the Facility's health requirements, including immunizations and/or physical examination records. Any additional health requirements required by the Facility shall be attached hereto as Appendix 1. The University understands that the Facility may refuse participation in the Opportunity to any Student for whom evidence of compliance with Facility health requirements acceptable to the Facility cannot be provided.

- 4.9 <u>Background Checks and Drug Screening.</u> The University understands that all Students and/or Faculty placed in the Facility may be required to have obtained a satisfactory criminal background check and/or drug screening in accordance with University policies and procedures. If required, the University shall conduct such screening(s) and will provide an attestation for each Student who has successfully completed the required screening(s). The Parties understand and agree that the Students, Faculty and/or Program or University will be responsible for paying the cost of obtaining any required screening(s) and the University agrees that it will so inform the Students. The University will, to the extent permitted by applicable law, share the results of a criminal background check and/or drug screening with the Facility upon request.
- 4.10 The University shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding a Student or the Opportunity.
- 4.11 <u>Opportunity Evaluation</u>. Program leadership will consult with Facility personnel at least once each year for the purpose of evaluating the Opportunity at the Facility, in an effort to continually provide an appropriate learning environment for the participating Students.
- 4.12 Student Responsibilities: University shall inform Students that they must adhere to the followingresponsibilities and ensure compliance:

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(a) Carry a caseload involving co-therapy with Facility staff and Students.

(b) Understand and adhere to NASW and AAMFT Code of Ethics.

(c) Attend supervision sessions

(d) Present clinical work with each client to ensure competent care via live observation, video or written case reports.

(e) Maintain appropriate client records in a timely fashion.

(f) Attend and participate in staff meetings as requested.

(g) Fulfill all requirements with respect to services performed by East Hartford Youth Services.

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#### 5. MUTUAL RESPONSIBILITIES

- 5.1 <u>Required In-Services.</u> If mandatory in-services are required, Facility will provide them. Such inservices may include general safety, infection control, Occupational Safety and Health Administration ("OSHA") blood borne pathogens, Tuberculosis, fire safety, hazardous materials, use of electrical equipment, and shall be specific to the educational Opportunity Students will receive.
- 5.2 <u>Students and Faculty Are Not Employees or Agents</u>. Both the Facility and the University acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility when acting under the terms of this Agreement or receiving educational opportunities. No compensation will be provided by the Facility to Students or Faculty for the services performed under this Agreement.
- 5.3 <u>Use of Name: Publication</u>. The Facility shall allow the University to list the name of the Facility as an affiliated institution in catalogs, brochures and correspondence, subject to prior written approval by the Facility and in the Facility's sole discretion. The University shall notify Students that they must obtain prior written approval from the University and from the Facility before publishing any material relative to the Opportunity or the Facility.
- 5.4 <u>Health Insurance Portability and Accountability Act</u>. The Parties agree that they will comply (and with respect to the University, cause its Students and Faculty to comply) with all applicable laws regarding the privacy, confidentiality, and security of patient information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder (as of the compliance date of such regulations).

- 5.5 <u>Debarment or Suspension</u>. Each Party to this Agreement represents to the best of its knowledge that, as of the Effective Date and for three (3) years prior to the Effective Date, neither Party, nor any of its Faculty, Students, employees, principals or subcontractors are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from entering into this Agreement by any federal and/or state department or agency.
- 5.6 Opportunity Changes. Both parties agree to notify the other Party of any change that may affect the Opportunity. The Program will be responsible for forwarding any communication related to such changes to the University's Office of Clinical Placement Coordination.

#### 6. GENERAL PROVISIONS

6.1 <u>Notices</u>. Any notice required under the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the University or Facility at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the University:

If to the Facility:

University of Connecticut

Office of Clinical Placement Coordination (OCPC)

343 Mansfield Road, Unit 1280

Storrs, CT 06269-1280

Attn: Carol Polifroni, Director

Town of East Hartford Youth Services

50 Chapman Place

East Hartford, CT 06108

Attn: Jen King

- 6.2 <u>Prohibition Against Assignment</u>. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 6.3 <u>Accommodations for Persons with Disabilities</u>. In the event that a Student or a member of the Faculty or another University employee requires accommodation for a disability beyond those accommodations that are currently available at the Facility, the Facility shall be responsible for making any arrangements necessary to effectuate the additional accommodation.
- Worker's Compensation. The University and the Facility agree that the Facility is not responsible for any Workers' Compensation or disability claim filed by a Student or Faculty. The Facility and the University agree that the Students are not employees of the Facility or the University and are not covered by Workers' Compensation. The Faculty are employees of the University and are covered accordingly under Workers' Compensation. With respect to employee compensation for services provided in connection with this Agreement, the Facility and the University agree each shall be responsible their own employees' withholding taxes, Workers' Compensation, and other employment-related taxes.

#### 7. STATE OF CONNECTICUT TERMS AND CONDITIONS

The mandatory State of Connecticut terms and conditions are hereby incorporated by reference and made available on-line, as of the date of execution of this Agreement at: <a href="https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2022/08/Qualified-Contract-State-Terms-Conditions-07.01.2022.updates-rev.-2022.08.04.pdf">https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2022/08/Qualified-Contract-State-Terms-Conditions-07.01.2022.updates-rev.-2022.08.04.pdf</a>.

#### 8. POWER TO EXECUTE

The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with its terms.

#### 9. ENTIRE AGREEMENT

This Agreement <u>pertains only to the education opportunity at the Facility's Department of Youth Services and</u> is the entire agreement between the Facility and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

TOWN OF EAS	T HARTFORD YOUTH SERVICES		UNIVERSITY OF CONNECTICUT
Signature:		Signature:	
Print Name	Michael P. Walsh	_ Print Name	Carol Polifroni
Title	Mayor	_ Title	Director, OCPC
Date		_ Date	

University Approved Template rev. 01/10/2022

# SPRINGFIELD COLLEGE CLINICAL SITE AFFILIATION AGREEMENT

MULTI-DEPARTMENT YES NO X

#### I. STATEMENT OF PURPOSE:

This undertaking between SPRINGFIELD COLLEGE (hereinafter the "College") and

#### The Town of East Hartford

(hereinafter the "Agency") is established to provide students in the programs designated on <u>Exhibit "A"</u> hereto with the necessary <u>Clinical/Practical Education Experience</u> to become eligible for certification in such programs according to the requirements of the applicable certifying agency, if any. By contributing to the development of these disciplines, both parties can assure a continuity and supply of qualified personnel for the future.

This Agreement is intended to be applicable for all programs between the College and the Agency involving student interns as designated on <u>Exhibit "A"-or in separate written communication between the Agency and specific College programs or departments, signed by both parties.</u>

#### II. RESPONSIBILITIES OF THE COLLEGE:

- A. The College will select students for assignment to the Agency who have completed all academic requirements necessary to fulfill the duties/responsibilities involved in the applicable <a href="Clinical/Practical Education Experience">Clinical/Practical Education Experience</a> and will arrange schedules for student assignments in cooperation with the Agency.
- B. The College will designate a faculty supervisor to coordinate with a designee of the Agency, each of whom shall be signators to this Agreement. The faculty supervisor and the Agency designee shall together coordinate the clinical or practicum schedule of each student participating in each <u>Clinical/Practical Education Experience</u>.
- C. The College will provide the Agency with the names of the students selected to participate, information on the student's level of experience, and such other educational data as may be required by the Agency for evaluation prior to the arrival of the student at the Agency.

The College, upon request of the Agency, shall also provide evidence of each student's physical condition, including but not limited to evidence of any recent physical examinations, and a record of all appropriate immunizations.

D. The College will maintain general liability insurance in limits of not less than \$1,000,000/\$2,000,000 and professional liability insurance in limits of not less than \$1,000,000/\$3,000,000 for each incident, insuring all participating students and College faculty for all sums within the limits of the policy which any insured shall legally become obligated to pay as

Clinical Site Affiliation Agreement

Page 1

Revised: September 2022

damages because of injury resulting from any negligence from the furnishing of services which arise out of or are caused by the activity which is the subject of this Agreement. The College shall provide the Agency with a certificate of insurance in a form satisfactory to the Agency that shall list the Agency as an additional insured as Follows:

DESCRIPTION SECTION: The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as an Additional Insured on general liability and umbrella policies.

- E. The College will indemnify defend and hold harmless the Agency, its trustees, officers, employees, affiliated staff, and agents from any and all liabilities, damages, reasonable expenses and attorney's fees, causes of action, suits, claims or judgments arising selely from injury to persons or damage to personal property which arise out of any negligence or willful misconduct of a participating student in connection with or arising out of the activity that is the subject of this Agreement. The liability of the College shall be limited to the proceeds of insurance maintained under paragraph D above. The College also agrees to provide the Agency, prior to the beginning of any Clinical/Practical Education Experience, with a certificate of insurance. In the event of any claim subject to the indemnity granted by this paragraph, the Agency agrees to give the College written notice of any such claim in a timely manner after the Agency has knowledge thereof.
- F. The College shall require each student to provide evidence to the Agency prior to the beginning of any Clinical/Practical Education Experience that the student has satisfied the Agency's health requirements. Each student shall be required to meet the Agency's health requirements during the term of the student's Clinical/Practical Education Program.
- G. The College shall ensure that all students and/or faculty members of the College have health and accident insurance while participating in the Clinical/Practical Education Program.
- H. In the event that this is an affiliation with a clinical site which is subject to the HIPAA regulations, then the following shall be applicable:

College shall inform its students that they must comply with the policies and procedures of Clinical Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of the Clinical Training Site's protected health information, the students are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of the Clinical Training Site. In no event, shall the College bear any responsibility or liability for students' failure to abide by policies and procedures of the Clinical Training Site.

I.' The College will advise the Students. Faculty, and College personnel that they shall not disclose any confidential material or information connected with the Agency or any of its patients, except as required by federal or state law, including the Connecticut Freedom of Information Act ("FOIA"). College agrees to inform Students and Faculty that any request for information maintained by the Agency under FOIA must be immediately forwarded to the Agency and will be handled by Agency. The Agency shall also advise its Students and Faculty that they must comply with the Agency's policy on confidentiality. The College shall make reasonable efforts to enforce compliance by Students and Faculty with the Agency's policy on confidentiality.

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#### III. RESPONSIBILITIES OF THE AGENCY:

- A. The Agency agrees to accept qualified students in both a minimum and maximum number as set forth in Exhibit "A".
- B. The Agency will provide the College with the name and professional and academic credentials of the individual(s) who will supervise the assigned student(s) for approval by the College prior to commencement of the Clinical/Practical Education Experience. A subsequent change in the designated supervisor shall not impact the continuation of this Agreement.

Clinical Site Affiliation Agreement

Page 2

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- C. A planned, supervised program meeting the requirements of the applicable Springfield College program and each applicable certifying agency which are appended to this Agreement, will be followed and documented during the period the student is assigned to the Agency. In addition, Agency understands and acknowledges that no College employee will be supervising the assigned student while the student is on the Agency's premises-and-therefore Agency is obligated to provide adequate and responsible direct supervision of the student and to provide appropriate training and a host site that is in full compliance with all applicable federal, state and local health and safety laws and regulations.
- D. At specified intervals, and at the conclusion of the student's assignment, the agency supervisor will provide the coordinating faculty member with evaluations of each student's performance in a form satisfactory to the College and the certifying agency, if any.
- E. Appendices to this document outline the specifics mandated by the certifying agency or the College relating to this particular affiliation and they are hereby incorporated and are made a part hereof.
  - In the event of a conflict between the terms of this Agreement and the terms of any appendix to this Agreement, the provisions of this Agreement shall prevail.
- F. The clinical, practicum or internship schedule for the student will be mutually agreed upon by the College and the Agency to assure that the requirements of the applicable certifications will be met.
  - Therapeutic, diagnostic or other procedures prohibited by the certifying agency, applicable laws or statutes of the Commonwealth of Massachusetts and the State/Territory/ Province or Country in which the Cooperating Agency is located are precluded.
- G. The Agency will maintain professional liability insurance in limits of not less than \$1,000,000/\$3,000,000 for each incident, insuring the Agency for all sums within the limits of the policy which any insured shall legally become obligated to pay as damages because of injury resulting from negligence in the furnishing of services which arise out of or are caused by the activity which is the subject of this Agreement. The Agency also agrees to provide the College with a certificate of insurance.
- It. G. The Agency will indemnify, defend and hold harmless the College, its trustees, officers, employees, affiliated staff, and agents and any participating students to the extent of any and all liabilities, damages, reasonable expenses and attorney's fees, causes of action, suits, claims or judgments arising from injury to persons or damage to personal property which arise out of any negligence or willful misconduct of any employee or agent of the Agency in connection with or arising out of the activity that is the subject of this Agreement. In the event of any claim subject to the indemnity granted by this paragraph, the College agrees to give the Agency written notice of such claim in a timely manner after the College has knowledge thereof.
- I-H. The Agency shall be fully responsible for the care and treatment of its patients/clients and shall determine the appropriateness of any experience of students with Agency's patients/clients.

Revised: September 2022

- J-L. Notwithstanding any other provision herein, the Agency shall remain responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local laws, rules and regulations, and/or the standards of the Joint Commission of Accreditation of Healthcare Organizations.
- K.J. The Agency will make emergency medical treatment available to students and/or faculty for injuries and illness that occur while students and/or faculty are performing services hereunder on the agency's premises by calling 911 or under the Agency's direction. Students and/or faculty shall, however, be financially responsible for any charges incurred for such emergency treatment.

#### IV. RESPONSIBILITIES OF THE COLLEGE'S FACULTY SUPERVISOR:

- A. The faculty member coordinating assignment of students to the cooperating agency will instruct each of the students in the responsibilities incumbent on the student during assignment to the <a href="Clinical/Practical Education Experience">Clinical/Practical Education Experience</a> and will advise students of activities prohibited by Springfield College, by the Agency, by the certifying agency or by Law. Each student will be provided this information in writing and will be required to acknowledge, in writing, that he or she understands the same.
- B. The faculty supervisor will be a full-time faculty member who is certified and/or qualified in the specialty, or be someone who will utilize the expertise of a specialty certified individual.
- C. The faculty supervisor or designee will visit and/or confer with the agency supervisors during the period of student assignments.
- D. The faculty supervisor, in concert with the agency supervisor, is responsible for counseling and advising students regarding the clinical, practicum or fieldwork during the period of assignment.

#### V. <u>GENERAL</u>:

- A. The College and the Agency agree that the activities set forth in this Agreement shall be administered in accordance with all federal and state laws, including those regarding equal opportunity and affirmative action. Specifically, the College and the Agency shall administer the activities set forth herein without regard to race, color, creed, religion, national or ethnic origin, age, sex, sexual orientation, gender identity or expression, veteran's status, disability, or any other legal protected basis in accordance with applicable law.
- B. The relationship of the College and Agency to each other shall be that of independent contractors. Nothing contained in this Agreement shall make the employees of one party the employees of the other. The College and Agency shall each be responsible for managing the affairs of their own respective organization and each party shall maintain customary, appropriate and, if necessary by law, required levels of insurance (including general liability coverage) insuring their respective facilities and obligations hereunder during the term of this Agreement. The relationship of any participating student and the Agency is that of an independent student intern, and nothing contained herein shall be construed as creating any other relationship, including but not limited to an employment relationship.
- B-C. The College and the Agency agree that the Agency is not responsible for any Workers'

  Compensation or disability claim filed by a student or faculty member of the College. The College

and the Agency agree that the Students are not employees of the Agency or the College and are not covered by Workers' Compensation. The Faculty are employees of the College and are covered accordingly under Workers' Compensation. With respect to employee compensation for services provided in connection with this Agreement, the College and the Agency agree each shall be responsible their own employees' withholding taxes, Workers' Compensation, and other employment-related taxes.

Clinical Site Affiliation Agreement

Page 4

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- © D. Students not complying with the academic requirements of the College will be removed from the experience on mutual agreement of the supervising faculty member and the agency supervisor. At the request of the Agency, the College shall withdraw any student who, in the Agency's sole discretion, is not performing in a satisfactory manner with regard to patient/client care and/or safety, compliance with Agency policies, or inability to work in a satisfactory manner with Agency Personnel.
- D.E. The College and the Agency agree that any information generated as a result of the activities set forth in this Agreement, including information regarding patients/clients or the business activities of the Agency, as well as any information regarding the student, College, or the programs of the College, shall remain confidential, in accordance with applicable law (including HIPAA where applicable) and Agency policy. The College agrees to have any participating student execute appropriate documents evidencing such student's agreement to keep any information learned about the Agency's patients/clients and business activities confidential.
- F. The College and the agency agree that participating students may engage only in those activities listed in the course outline.
- E.G. . This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- F.H. This Agreement shall be effective when signed by both parties and continue for three academic years unless terminated sooner by either party pursuant to this paragraph. A subsequent change in the designated signatories below shall not impact the continuation of this Agreement. This Agreement may be terminated by either party upon three (30) daysmonths written notice, provided however, that such termination shall not adversely impact students currently undergoing an Internship Experience at Agency. Subject to the terms of this Agreement, either party may request a modification of this Agreement which shall be subject to the mutual written agreement of both parties.
- G.I. Unless either party provides written notice of termination pursuant to Paragraph V(F) of this Agreement, the Parties shall review this Agreement at the end of the third academic year at which point the parties may negotiate a subsequent Affiliation Agreement if it is determined that students will continue to be placed at the Agency.
- H.J. This Agreement shall be governed by the laws of the State-of Connecticut.or Commonwealth of the Agency without regard to its conflict of laws principles. Any dispute between the Parties in any way pertaining to this Agreement shall be resolved in a Connecticut Superior Court of competent jurisdiction.
- K. All notices required herein shall be in writing and sent by United States certified mail, return receipt requested, or by overnight courier to the other party's signatory at the address given below and shall be deemed given upon receipt. Any change in address shall be made in writing in accordance with this paragraph.

I.—This Agreement is the entire agreement between the College and the Agency and supersedes and rescinds all prior agreements relating to the subject matter hereof.

Clinical Site Affiliation
Agreement

Page 5

Revised: September 2022

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The parties hereto have caused this Clinical Internship/Field Experience Affiliation Agreement to be executed by their duly authorized representatives, as follows:

For: SPRINGFIELD COLLEGE	For: AGENCY
Signature	Signature
NAME: Mary Ann Coughlin, D.P.E. Provost and Vice President for Academic Affairs	NAME: FITLE:
Date:	Date:
·	Address: Telephone: Email: Fax:
DEAN	
Signature	
NAME: Wesley T. Church II, Ph.D., L.M.S.W. TITLE: Dean and Professor DEPARTMENT: School of Social Work and Beha Date:	avioral Sciences
DEPARTMENT CHAIR/DESIGNEE	
Signature	

Address: 263 Alden Street

Date:

Springfield, MA 01109

NAME: Anthony C. Hill, Ed.D., M.S.W. TITLE: Chair and Associate Professor DEPARTMENT: Department of Social Work

Clinical Site Affiliation Agreement

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# EXHIBIT "A" AFFILIATION AGREEMENT BETWEEN SPRINGFIELD COLLEGE

# AND The Town of East Hartford-Youth-Services

Clinical Site Affiliation Agreement

A.	The p	rograms	nd departments which are the subject of this Agreement are as follows:			
		(i)	Master of Social Work - M.S.W. Program, Department of Social Work			
		(ii)	Bachelor of Social Work - B.S.W. Program, Department of Social Work			
		()				
		(i)				
		(ii)				
		(iii)				
B. set fe	The morth abov	inimum e are as	and maximum number of students which the Agency will accept for each of the program follows:			
		(i)	0-5 student(s) at a time, at the discretion of the Agency.			
		(iv)	•			
		(v)				
		(vi)				
		(vii)				
		(viii)				
C.	The co	ertifying	g agency for each of the applicable programs as set forth herein is:			
		(i)	Council on Social Work Education			
		(ix)				
		(x)				
		(vi)				
		(v)				

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Revised: September 2022

(vi)

In the event that any additional programs are added to the Affiliation Agreement between the College and the Agency, then this Exhibit "A" shall be supplemented to reflect the inclusion of such additional programs.

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## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 17, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: BID WAIVER: CoStar

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, please see the enclosed bid waiver request submitted by Development Director Eileen Buckheit to renew our subscription to the CoStar database of commercial real estate contract.

The Town has utilized CoStar since 2018 to identify commercial properties that are for sale or lease in East Hartford and surrounding communities, allowing us to assist both new and existing business owners who are looking for space.

Please place this information on the Town Council agenda for the August 1, 2023 meeting.

C: M. McCaw, Finance Director

M. Enman, Purchasing Agent

E. Buckheit, Development Director



TO: Mayor Walsh

FROM: Eileen Buckheit, Development Director

DATE: July 24, 2023

RE: CoStar bidding waiver request

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to renew our subscription to the CoStar database of commercial real estate. The Town has utilized CoStar since 2018, and it has been immensely valuable. The Development Department uses CoStar to identify commercial properties that are for sale or lease in East Hartford and surrounding communities, allowing us to assist both new and existing business owners who are looking for space. It also provides comprehensive information on each commercial property in town, direct contact information of property owners, and analytics that allow us better understand the state of the local market. CoStar employs a staff of researchers who update this information regularly.

Because no other real estate services provide the same level of property information, real estate listings, analytics, and consistent updates, we are unable to obtain quotes for comparable service. CoStar's annual cost now exceeds \$5,000, with an expected cost of \$5,740.56 for the new fiscal year, making this bid waiver a necessity. Funding for this purpose exists in the Development Department budget.

It is in the best interest of the Town to continue our subscription to the CoStar database of commercial real estate. I appreciate your consideration and am available for any questions.



### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 17, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: BID WAIVER: UConn Mpp Intern

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, please see the enclosed bid waiver request submitted by Finance Director Melissa McCaw to contract with the University of Connecticut Master of Public Policy program for the FY 23-24 internship program.

The program sponsor, in this case the Town of East Hartford, would benefit from a graduate level skillset to supplement the Finance team.

Please place this information on the Town Council agenda for the August 1, 2023 meeting.

C: M. McCaw, Finance Director

M. Enman, Purchasing Agent



### MEMORANDUM

**DATE:** July 17, 2023

TO: Michael P. Walsh, Mayor

**FROM:** Melissa N. McCaw, Director of Finance

**TELEPHONE:** (860) 291-7246

RE: FY2023-24 UConn MPP Intern - Bid Waiver Approval Request

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to contract with the University of Connecticut Master of Public Policy program for the FY2023-24 internship program in the Internship and Professional Practice Program.

The University of Connecticut offers the IPP program to municipalities, state government agencies and non-profits throughout the State of Connecticut as a mutually beneficial program. The UConn Masters of Public Policy (MPP) provides students with the analytic and quantitative skills necessary to design, analyze, and evaluate the success of policies. The students gain professional experience across Connecticut working with senior leaders of municipalities, state agencies, nonprofit organizations and private firms.

The program sponsor, in this case the Town of East Hartford, would benefit from a graduate level skillset to supplement the Finance team. In prior roles at both the City of Hartford and the State Office of Policy and Management, we greatly benefited from the work that these interns provided in Finance. Many led to careers in state and municipal government.

Last year, we had a very successful year with UConn MPA intern, Delaney McGovern. Delaney assisted me in implementing efficiencies across our operations. Her internship and hands-on learning experiences in the Town of East Hartford Finance Department, along with her graduate training, led to her securing a full-time position with the Office of Policy and Management, Budget and Financial Management Division. This is a great opportunity for the Town of East Hartford to give back and to contribute to future public service leaders.

The UConn MPP is a niche program across the state universities and colleges. Students work a minimum of 585 hours over 39 weeks at a cost of \$17,250 which includes their salary, health insurance and professional development. In light of the above-noted, I request a bid waiver to enter into an agreement with UConn for these services.

I appreciate your consideration of this request. Should you have any questions or concerns regarding the above noted, please do not hesitate to contact me. Thank you.



### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 23, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: RESOLUTION: Bond Referendum

Please see the attached packet including resolution and proforma (pg. 13) as it relates to the consideration for issuance of bonds totaling \$6.2M for Town Buildings, including but not limited to the Veterans Memorial Clubhouse and the Publics Works Facilities. The bond referendum question and language are broad, however the following is assumed (for reference):

- \$2.638M Public Works Facility Renovation Phase 1 (ties to CIP plan)
- \$2.7M Veterans Memorial Clubhouse
- \$0.862M Other unplanned building issues

Please place this information on the agenda for the August 1, 2023 meeting.

C: M. McCaw, Finance Director



### MEMORANDUM

**DATE:** July 24, 2023

TO: Michael Walsh, Mayor

**FROM:** Melissa McCaw, Director of Finance

**TELEPHONE:** (860) 291-7246

RE: Bond Resolutions, Resolution Authorizing The Issuance of \$6,200,000 Bonds Of The

Town For The Planning, Desing, Acquisition, Reconstruction, And Equipping Of Improvements To Town Buildings And Pending The Issuance Thereof The Making Of

Temporary Borrowings For Such Purpose.

As you may recall, Council adopted the Town of East Hartford's Five-Year Capital Plan for FY2023-24 as contained in the Mayor's Recommended Budget for 2023-24. The FY2023-24 Adopted Budget contemplated a bond question for \$2.6 million for phase 1 of the Public Works Facility Renovation and \$1 million for general unplanned Town Building Renovations and Improvements.

Since budget adoption, additional costs have been identified related to the Veterans' Memorial Clubhouse renovation, resulting in a request for \$2.7 million to complete the improvements that will maximize community benefits. After reducing the general unplanned Town Building Renovation and Improvements request to \$0.9 million, the combined total for all projects remains at \$6.2 million.

By way of this memo, attached please find the bond resolution for the August 15, 2023 public hearing and Council meeting, the November 7, 2023 referendum as well as the proceedings to be followed by the Town Council in the event Council chooses to approve the resolution pertaining to the DPW Facilities, Veterans Memorial Clubhouse and general unallocated Town Building renovations as noted below:

• Resolution Authorizing The Issuance of \$6,200,000 Bonds Of The Town For The Planning, Design, Acquisition, Reconstruction, And Equipping Of Improvements To Town Buildings, And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose.

Please do not hesitate to contact me with any questions or concerns on any of the aforementioned items. Thank you.

RESOLUTION AUTHORIZING THE ISSUANCE OF \$6,200,000 BONDS OF THE TOWN FOR THE PLANNING, DESIGN, ACQUISITION, RECONSTRUCTION, AND EQUIPPING OF IMPROVEMENTS TO TOWN BUILDINGS AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

- Section 1. The Town of East Hartford, Connecticut (the "Town") authorizes the issuance of \$6,200,000 bonds of the Town, the proceeds of which are to be used for one or more of the following: the planning, design, acquisition, reconstruction, and equipping of improvements to Town Buildings, including, but not limited to, the Veteran's Memorial Clubhouse and the Public Works Facility, and for administrative, legal and financing costs related thereto (the "Project").
- Section 2. The bonds, or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the end of the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and the Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, legal and financing costs of issuing said bonds. The bonds shall be in the denominations of \$1,000, or any whole multiple in excess thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").
- Section 3. Said bonds shall be sold by the Mayor, the Treasurer, and the Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, the Treasurer, and the Director of Finance.
- Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut

General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

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

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

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

I HEREBY APPROVE the above at \$6,200,000 general obligation bonds and no approval or disapproval.	<u> </u>	
Dated at East Hartford, Connecticut this	day of, 2023.	
MICHAEL P. WALSH, Mayor		
Witness		

Witness

## Town of East Hartford, Connecticut



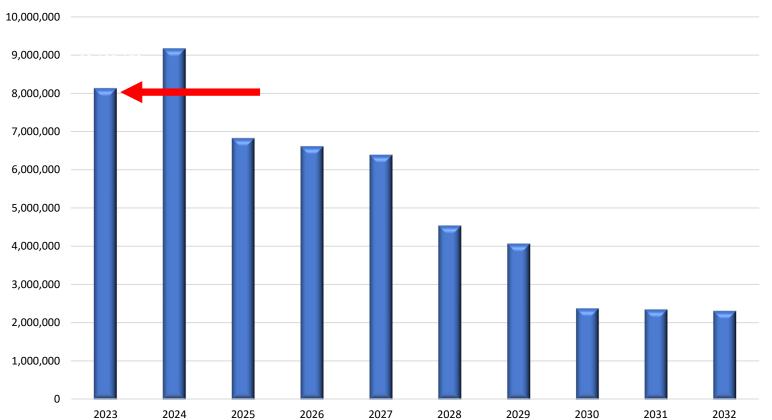
# Bonding Update May 2, 2023

Melissa N. McCaw Finance Director

Slide 4 Correction: 7/25/23

### **Long Term Debt – FY2023**

### Town of East Hartford: Outstanding Indebtedness - \$52.569M



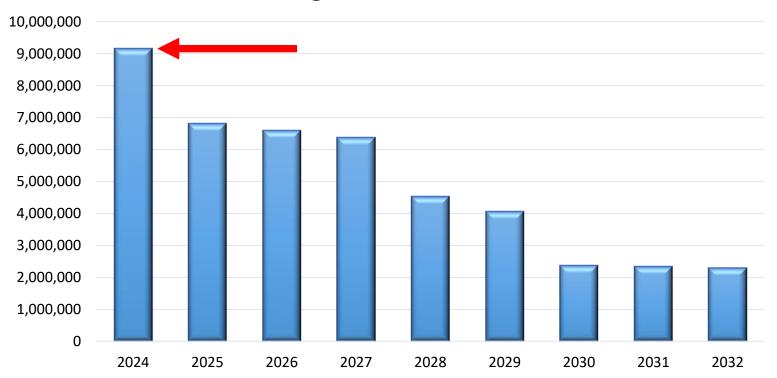
FY	Α	nnual D/S	YoY Change
2023	\$	8,105,179	
2024		9,145,859	1,040,680
2025		6,804,163	(2,341,696)
2026		6,592,619	(211,544)
2027		6,368,963	(223,656)
2028		4,521,863	(1,847,100)
2029		4,051,075	(470,788)
2030		2,359,125	(1,691,950)
2031		2,328,000	(31,125)
2032		2,292,700	(35,300)
2033		-	(2,292,700)
2034		-	-
	\$	52,569,544	



• As of 7/1/22, the Town of East Hartford had \$52.6 million in debt outstanding – that will fully be retired in 2032.

# Long Term Debt – as of 7/1/2023 (FY2024)

Town of East Hartford:
Outstanding Indebtedness - \$44.5M



FY	Annual D/S
2024	\$ 9,145,859
2025	6,804,163
2026	6,592,619
2027	6,368,963
2028	4,521,863
2029	4,051,075
2030	2,359,125
2031	2,328,000
2032	2,292,700
2033	-
2034	-
	\$ 44,464,365



### **Existing and Projected CIP Expenditures**

	ESTIMATE OF CA	SH NEEDS	
C28	2020 BOND	(7,844,728)	\$5.7M Roads, \$1.8M TH; \$200K Other TB
C27	2018 BOND	(5,621,496)	\$4.3M Road \$1.3M TH
C26	2016 BOND	(1,009,965)	Levees
	<b>SUBTOTAL 5/2023</b>	(14,476,189)	
	SILVER LANE	(3,000,000)	
	DUE TO GF TOTAL 6/2023	(17,476,189)	
	2018 TOWN HALL	(1,600,000)	
	2020 TOWN BLDGS	(200,000)	
	ROAD EST	(5,400,000)	*\$6.6M FY21 & F22 Exp
	EHMS ROOFS	(400,000)	
ESTIMATED	BONDING NEED 12/31/23	(25,076,189)	
	2020 TOWN BLDGS	(600,000)	
	2020 TOWN HALL	(4,000,000)	
ESTIMATED	BONDING NEED 3/1/2024	(29,676,189)	
	EHHS ROOFS	(2,000,000)	
	2020 TOWN HALL	(3,200,000)	
	ROAD EST	(5,600,000)	Spring-Dec 2024 costs
ST R ESTIMATE	D BONDING NEED 6/30/24	(40,476,189)	

- Expenditures to date and estimated cashflow indicate bond issuance of \$25 million.
- CIP expenditures of \$14.4M to date to reimburse General Fund.
- Anticipated to increase to \$17.5M
   by June 2023 or \$25M by December
   2023.
- This issuance will cover cashflow until early 2024.
- Next issuance of \$15M-\$20M likely required in 12-18 months.

## 2023 Bond Issuance of \$25M

	(A)	(B)	(C)	(D)
		2023 Bond Issue		
	Existing	\$25,000,000	Combined	Annual
	Debt Service	Dated: 9/1/23	Debt Service	Change in
		Due: 9/1/24-33	(A+B)	Debt Service
Fiscal		Interest: 3.35%		
Year	P&I	P&I	P&I	P&I
2024	\$ 9,145,859	\$ 575,000	\$ 9,720,859	\$ -
2025	6,804,163	3,587,500	10,391,663	670,804
2026	6,592,619	3,462,500	10,055,119	(336,544)
2027	6,368,963	3,337,500	9,706,463	(348,656)
2028	4,521,863	3,212,500	7,734,363	(1,972,100)
2029	4,051,075	3,087,500	7,138,575	(595,788)
2030	2,359,125	2,962,500	5,321,625	(1,816,950)
2031	2,328,000	2,850,000	5,178,000	(143,625)
2032	2,292,700	2,750,000	5,042,700	(135,300)
2033	-	2,650,000	2,650,000	(2,392,700)
2034	-	2,550,000	2,550,000	(100,000)
	\$ 44,464,365	\$ 31,025,000	\$ 75,489,365	

 Debt service peaks at \$10.4M.



• The increase in debt service from FY2023 to FY2024 is \$1.6M (\$8.1M to \$9.7M) and has been funded by Council.

### The Town's Plan to Fund Debt Service - \$25M Issuance

Use of National Development Fees:

1,750,000	Bldg 1 - by June 2023 ← received
1,750,000	Bldg 2 - expected Summer of 2024
3,500,000 National Development Fees	

- Use a hybrid funding model
- Create a debt service capital reserve of \$2 million
- Restrict and designate Fees for future debt service payments in FY23 and FY24
- GF adopted increase of approximately \$600K in debt service.

	(A)  Post \$25M Issuance Debt Service	FY23 Budget	GF Perm Increase	FY24 Special Reserve	Total FY24 Ties to Debt Service
Fiscal	2001 001 1100			11000110	w/New Issuance
Year	P&I				
2024	\$ 9,720,859	8,105,180	8,720,859	1,000,000	9,720,859
2025	10,391,663		9,391,663	1,000,000	10,391,663
2026	10,055,119		10,055,119	-	10,055,119
2027	9,706,463		9,706,463		9,706,463
2028	7,734,363		7,734,363		7,734,363
2029	7,138,575		7,138,575		7,138,575
2030	5,321,625		5,321,625		5,321,625
2031	5,178,000		5,178,000		5,178,000
2032	5,042,700		5,042,700		5,042,700
2033	2,650,000		2,650,000		2,650,000
2034	2,550,000		2,550,000		2,550,000
	\$ 75,489,365		73,489,365	2,000,000	75,489,365



### **Authorized But Unissued**

Current
<b>Authorizations</b>

Potential Expanded Program



Authorized but Unissued Debt	Amount	2023 Bond	2024 Bond	2026 Bond	2028 Bond	2030 Bond
2016 Road Improvement/Flood Control System Imp.	\$ 5,000,000	1,000,000	600,000	1,400,000	1,000,000	1,000,000
2016 Silver Lane Corridor Improvements	3,000,000	3,000,000				
2018 Roads	6,000,000	6,000,000				
2018 Town Hall HVAC	2,900,000	2,900,000				
2020 Roads	15,000,000	9,500,000	5,000,000	500,000		
2020 Town Buildings	10,000,000	2,200,000	7,800,000			
2020 BOE High and Middle School Roofs	4,000,000	400,000	2,000,000	1,600,000		
2022 Road Improvements	15,000,000	-		5,000,000	9,000,000	1,000,000
2022 Fire Equipment	3,000,000		3,000,000			
2023 Public Works Facilities (FY24 CIP)	2,638,000			2,638,000		
Total To Date	66,538,000	25,000,000	18,400,000	11,138,000	10,000,000	2,000,000
2023 Veterans Memorial Clubhouse (\$2.7M) &						
Town Buildings (\$0.8M)	3,500,000		3,500,000			
2024 Public Works Facilities (FY25 CIP)	3,204,000			3,204,000		
2025 Public Works Facilities (FY26 CIP)	10,300,000				10,300,000	
2026 Public Works Facilities (FY27 CIP)	1,116,000				1,116,000	
2027 Public Works Facilities (FY28 CIP)	10,884,000					10,884,000
Potential Future Total	95,542,000	25,000,000	21,900,000	14,342,000	21,416,000	12,884,000
	* 2023 Bond - Fall 2	2023				
	**2024 Bond - Fall/	Winter 2024				

# 2023 and 2024 Bond Issuances – Current Authorizations

		2023 Bond Issue	2024 Bond Issue			
	Existing	\$25,000,000	\$18,400,000	Combined	Annual	Mill Rate
	Debt Service	Dated: 9/1/23	Dated: 9/1/24	Debt Service	Change in	Impact
		Due: 9/1/24-33	Due: 9/1/25-34	(A+B+C+D+E+F)	Debt Service	
Fiscal		Interest: 3.35%	Interest: 3.63%			
Year	P&I	P&I	P & I	P&I	P&I	
2024	\$ 9,145,859	\$ 575,000	\$ -	\$ 9,720,859	\$ -	
2025	6,804,163	3,587,500	414,000	10,805,663	1,084,804	0.36
2026	6,592,619	3,462,500	2,622,000	12,677,119	1,871,456	0.62
2027	6,368,963	3,337,500	2,530,000	12,236,463	(440,656)	
2028	4,521,863	3,212,500	2,438,000	10,172,363	(2,064,100)	
2029	4,051,075	3,087,500	2,346,000	9,484,575	(687,788)	
2030	2,359,125	2,962,500	2,254,000	7,575,625	(1,908,950)	
2031	2,328,000	2,850,000	2,171,200	7,349,200	(226,425)	
2032	2,292,700	2,750,000	2,097,600	7,140,300	(208,900)	
2033	-	2,650,000	2,024,000	4,674,000	(2,466,300)	
2034	-	2,550,000	1,950,400	4,500,400	(173,600)	
2035	-	-	1,876,800	1,876,800	(2,623,600)	
2036	-	-	-	-	(1,876,800)	
2037	-	-	-	-	-	
2038	-	-	-	-	-	
2039	-	-	-	-	-	
2040	-	-	-	-	-	
2041	-	-	-	-	-	
	\$ 44,464,365	\$ 31,025,000	\$ 22,724,000	\$ 98,213,365		

Debt service peaks at \$12.7M.



### 2023 - 2028 Bond Issuances - Current Authorizations

		2023 Bond Issue	2024 Bond Issue	2026 Bond Issue	2028 Bond Issue	2030 Bond Issue			
	Existing	\$25,000,000	\$18,400,000	\$11,138,000	\$10,000,000	\$3,000,000	Combined	Annual	Mill Rate
	Debt Service	Dated: 9/1/23	Dated: 9/1/24	Dated: 9/1/26	Dated: 9/1/28	Dated: 9/1/30	Debt Service	Change in	Impact
		Due: 9/1/24-33	Due: 9/1/25-34	Due: 9/1/27-36	Due: 9/1/29-38	Due: 9/1/31-40	(A+B+C+D+E+F)	Debt Service	
Fiscal		Interest: 3.35%	Interest: 3.63%	Interest: 3.38%	Interest: 3.34%	Interest: 3.38%			
Year	P&I	P&I	P&I	P&I	P&I	P&I	P&I	P&I	
2024	\$ 9,145,859		\$ -	\$ -	\$ -	\$ -	\$ 9,720,859	\$ -	
2025	6,804,163	3,587,500	414,000	-	-	-	10,805,663	1,084,804	0.36
2026	6,592,619	3,462,500	2,622,000	-	-	- 9	12,677,119	1,871,456	0.62
2027	6,368,963	3,337,500	2,530,000	250,605	-	-	12,487,068	(190,051)	(0.06)
2028	4,521,863	3,212,500	2,438,000	1,587,165	-	-	11,759,528	(727,540)	(0.24)
2029	4,051,075	3,087,500	2,346,000	1,531,475	220,000	-	11,236,050	(523,478)	(0.17)
2030	2,359,125	2,962,500	2,254,000	1,475,785	1,415,000	-	10,466,410	(769,640)	(0.26)
2031	2,328,000	2,850,000	2,171,200	1,420,095	1,365,000	67,500	10,201,795	(264,615)	(0.09)
2032	2,292,700	2,750,000	2,097,600	1,364,405	1,315,000	427,500	10,247,205	45,410	0.02
2033	-	2,650,000	2,024,000	1,314,284	1,265,000	412,500	7,665,784	(2,581,421)	(0.86)
2034	-	2,550,000	1,950,400	1,269,732	1,220,000	397,500	7,387,632	(278,152)	(0.09)
2035	-	-	1,876,800	1,225,180	1,180,000	382,500	4,664,480	(2,723,152)	(0.91)
2036	-	-	-	1,180,628	1,140,000	367,500	2,688,128	(1,976,352)	(0.66)
2037	-	-	-	1,136,076	1,100,000	354,000	2,590,076	(98,052)	(0.03)
2038	-	-	-	-	1,060,000	342,000	1,402,000	(1,188,076)	(0.40)
2039	-	-	-	-	1,020,000	330,000	1,350,000	(52,000)	(0.02)
2040	-	-	-	-	-	318,000	318,000	(1,032,000)	(0.34)
2041	-	-	-	-	-	306,000	306,000	(12,000)	(0.00)
	\$ 44,464,365	\$ 31,025,000	\$ 22,724,000	\$ 13,755,430	\$ 12,300,000	\$ 3,705,000	\$ 127,973,795		



• Debt service remains at a peak of \$12.7M.

# DEBT SERVICE PROFORMA – INCLUDING FUTURE PROJECTS

# \*2023 Bond Questions & DPW Facilities Plan



## **Bond Referendum Questions Under Discussion**

	2023 VMC (\$2.7M) / Other Town	2023 Public	
	Buildings (\$0.8M)	Works Facility	
	Financing	Phase 1	_
	\$3,500,000	\$2,638,000	Combined
	Dated: 9/1/24	Dated: 9/1/26	New Debt
	Due: 9/1/25-34	Due: 9/1/27-36	Service
Fiscal	Interest: 3.63%	Interest: 3.38%	(\$6.138M Issue)
Year	P&I	P & I	
2024	\$ -	\$ -	\$ -
2025	78,750	-	78,750
2026	498,750	-	498,750
2027	481,250	59,355	540,605
2028	463,750	375,915	839,665
2029	446,250	362,725	808,975
2030	428,750	349,535	778,285
2031	413,000	336,345	749,345
2032	399,000	323,155	722,155
2033	385,000	311,284	696,284
2034	371,000	300,732	671,732
2035	357,000	290,180	647,180
2036	-	279,628	279,628
2037	-	269,076	269,076
2038	-	-	-
2039	-	-	
2040	-	-	-
2041	-	-	
	\$ 4,322,500	\$ 3,257,930	\$ 7,580,430

 Total Issuance of \$6.138M



# 2023 and 2024 Bond Issuances – Potential Program

			2023 I	Bond Issue	2024	Bond Issue					
	l	Existing	\$25	,000,000	\$2	1,900,000		Combined	Annual		Mill Rate
	Del	bt Service	Date	ed: 9/1/23	Da	ted: 9/1/24	De	ebt Service	Change	in	Impact
			Due:	9/1/24-33	Due	e: 9/1/25-34	(A+	B+C+D+E+F)	Debt Serv	ice	
Fiscal			Inter	est: 3.35%	Inte	rest: 3.63%					
Year		P&I		P&I		P&I		P&I	P&I		
2024	\$	9,145,859	\$	575,000	\$	-	\$	9,720,859	\$	-	
2025		6,804,163		3,587,500		492,750		10,884,413	1,163	3,554	0.39
2026		6,592,619		3,462,500		3,120,75@		13,175,869	2,291	,456	0.76
2027		6,368,963		3,337,500		3,011,250		12,717,713	(458	3,156)	
2028		4,521,863		3,212,500		2,901,750		10,636,113	(2,081	,600)	
2029		4,051,075		3,087,500		2,792,250		9,930,825	(705	5,288)	
2030		2,359,125		2,962,500		2,682,750		8,004,375	(1,926	3,450)	
2031		2,328,000		2,850,000		2,584,200		7,762,200	(242	2,175)	
2032		2,292,700		2,750,000		2,496,600		7,539,300	(222	2,900)	
2033		-		2,650,000		2,409,000		5,059,000	(2,480	),300)	
2034		-		2,550,000		2,321,400		4,871,400	(187	7,600)	
2035		-		-		2,233,800		2,233,800	(2,637	7,600)	
2036		-		-		-		-	(2,233	3,800)	
2037		-		-		-		-		-	
2038		-		-		-		-		-	
2039		-		-		-		-		-	
2040		-		-		-		-		-	
2041		-		-				-		-	
	\$	44,464,365	\$	31,025,000	\$	27,046,500	\$	102,535,865			

Debt service peaks at \$13.1M.



## 2023 - 2028 Bond Issuances – Potential Program

		2023 Bond Issue	2024 Bond Issue	2026 Bond Issue	2028 Bond Issue	2030 Bond Issue		
	Existing	\$25,000,000	\$21,900,000	\$14,342,000	\$21,416,000	\$13,884,000	Combined	Annual
	Debt Service	Dated: 9/1/23	Dated: 9/1/24	Dated: 9/1/26	Dated: 9/1/28	Dated: 9/1/30	Debt Service	Change in
		Due: 9/1/24-33	Due: 9/1/25-34	Due: 9/1/27-36	Due: 9/1/29-38	Due: 9/1/31-40	(A+B+C+D+E+F)	Debt Service
Fiscal		Interest: 3.35%	Interest: 3.63%	Interest: 3.38%	Interest: 3.34%	Interest: 3.38%		
Year	P&I	P&I	P&I	P&I	P&I	P&I	P&I	P&I
2024	\$ 9,145,859	\$ 575,000	\$ -	\$ -	\$ -	\$ -	\$ 9,720,859	\$ -
2025	6,804,163	3,587,500	492,750	-	-	-	10,884,413	1,163,554
2026	6,592,619	3,462,500	3,120,750	-	-	-	13,175,869	2,291,456
2027	6,368,963	3,337,500	3,011,250	322,695	-	-	13,040,408	(135,461)
2028	4,521,863	3,212,500	2,901,750	2,043,735	-	-	12,679,848	(360,560)
2029	4,051,075	3,087,500	2,792,250	1,972,025	471,152	-	12,374,002	(305,846)
2030	2,359,125	2,962,500	2,682,750	1,900,315	3,030,364	-	12,935,054	561,052
2031	2,328,000	2,850,000	2,584,200	1,828,605	2,923,284	312,390	12,826,479	(108,575)
2032	2,292,700	2,750,000	2,496,600	1,756,895	2,816,204	1,978,470	14,090,869	1,264,390
2033	-	2,650,000	2,409,000	1,692,356	2,709,124	1,909,050	11,369,530	(2,721,339)
2034	-	2,550,000	2,321,400	1,634,988	2,612,752	1,839,630	10,958,770	(410,760)
2035	-	-	2,233,800	1,577,620	2,527,088	1,770,210	8,108,718	(2,850,052)
2036	-	-	-	1,520,252	2,441,424	1,700,790	5,662,466	(2,446,252)
2037	-	-	-	1,462,884	2,355,760	1,638,312	5,456,956	(205,510)
2038	-	-	-	-	2,270,096	1,582,776	3,852,872	(1,604,084)
2039	-	-	-	-	2,184,432	1,527,240	3,711,672	(141,200)
2040	-	-	-	-	-	1,471,704	1,471,704	(2,239,968)
2041	-	-		-	-	1,416,168	1,416,168	(55,536)

<sup>•</sup> Debt service peak remains at \$13.1M.

### **Authorized But Unissued**

Current
<b>Authorizations</b>

Potential Expanded Program



Authorized but Unissued Debt	Amount	2023 Bond	2024 Bond	2026 Bond	2028 Bond	2030 Bond
2016 Road Improvement/Flood Control System Imp.	\$ 5,000,000	1,000,000	600,000	1,400,000	1,000,000	1,000,000
2016 Silver Lane Corridor Improvements	3,000,000	3,000,000				
2018 Roads	6,000,000	6,000,000				
2018 Town Hall HVAC	2,900,000	2,900,000				
2020 Roads	15,000,000	9,500,000	5,000,000	500,000		
2020 Town Buildings	10,000,000	2,200,000	7,800,000			
2020 BOE High and Middle School Roofs	4,000,000	400,000	2,000,000	1,600,000		
2022 Road Improvements	15,000,000	-		5,000,000	9,000,000	1,000,000
2022 Fire Equipment	3,000,000		3,000,000			
2023 Public Works Facilities (FY24 CIP)	2,638,000			2,638,000		
Total To Date	66,538,000	25,000,000	18,400,000	11,138,000	10,000,000	2,000,000
2023 Veterans Memorial Clubhouse (\$2.7M) &						
Town Buildings (\$0.8M)	3,500,000		3,500,000			
2024 Public Works Facilities (FY25 CIP)	3,204,000			3,204,000		
2025 Public Works Facilities (FY26 CIP)	10,300,000				10,300,000	
2026 Public Works Facilities (FY27 CIP)	1,116,000				1,116,000	
2027 Public Works Facilities (FY28 CIP)	10,884,000					10,884,000
Potential Future Total	95,542,000	25,000,000	21,900,000	14,342,000	21,416,000	12,884,000
	* 2023 Bond - Fall 2	2023				
	**2024 Bond - Fall/	Winter 2024				

### **Overview**

- Priority #1: Reimburse General Fund cash for funds already expended and to cover existing commitments (\$3M Showcase/Silver Lane), our road program and the Town Hall renovation.
- East Hartford's debt service would increase to \$12.6M to do so.
- Investments and commitments were made with the recognition of development on the horizon.



# **Developments / Grand List Growth**

<b>Development Revenue</b>	s (increase	in taxes over	baseline / nev	v tax revenue	e)		
	GL23	GL24	GL25	GL26	GL27	GL28	GL29
	FY25	FY26	FY27	FY28	FY29	FY30	FY31
Showcase - 300 Units	123,229	315,000	642,600	655,452	668,562	681,933	709,482
CO estimated January 2025							
National Development	-	1,378,115	3,285,689	3,285,689	3,285,689	3,285,689	4,768,936
*FY25 - flat taxes per tax ab	atement agı	reement					
Simon Konover (TBD)	341,161	421,393	501,625	601,113	766,391	840,766	915,141
	464,389	2,114,508	4,429,914	4,542,254	4,720,642	4,808,389	6,393,559
Debt Service Funding Plan	-	(1,000,000)	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)
Net New Taxes to Offset		1,114,508	2,429,914	2,542,254	2,720,642	2,808,389	4,393,559
Other Fixed Costs							

National Development:	1,750,000	Received
	1,750,000	Antic June 2023
	1,000,000	Research Bldg
	4,500,000	Total
	(1,300,000)	FY24 Budget
	3,200,000	Remaining
Impact Payment:	3,000,000	Sports
	1,000,000	Other
	4,000,000	Total



### **Debt Service Financial Plan: Incorporating Growth**

	(A)								
	Post 2030 Issuance	FY23 Budget	GF Perm Increase	NATL DEV Special Capital	Grand List Growth - New	Total FY24 Ties to		Annual Increase General Fund	Mill Rate Impact
Figure	Debt Service			Reserve -	Developments	Debt Service	Fices	Debt Service	
Fiscal Year	P&I			Fees		w/New Issuance	Fiscal Year	Appropriation	
2024	\$ 9,720,859	8,105,180	8,720,859	1,000,000		9,720,859	2024	\$ 615,679	0.21
2024	10,884,413	0, 100, 100	9,884,413	1,000,000		10.884.413	2024	1,163,554	0.39
2026	13,175,869		11,175,869	1,000,000	1,000,000	13,175,869	2026	1,291,456	0.43
2027	13,040,408		11,040,408	1,000,000	2,000,000	13,040,408	2027	(135,461)	
2028	12,679,848		10,679,848		2,000,000	12,679,848	2028	(360,560)	
2029	12,374,002		10,374,002		2,000,000	12,374,002	2029	(305,846)	
2030	12,935,054		10,935,054		2,000,000	12,935,054	2030	561,052	0.19
2031	12,826,479		10,826,479		2,000,000	12,826,479	2031	(108,575)	
2032	14,090,869		12,090,869		2,000,000	14,090,869	2032	1,264,390	0.42
2033	11,369,530		9,369,530		2,000,000	11,369,530	2033	(2,721,339)	
2034	10,958,770		8,958,770		2,000,000	10,958,770	2034	(410,760)	
2035	8,108,718		8,108,718			8,108,718	2035	(850,052)	
2036	5,662,466		5,662,466			5,662,466	2036	(2,446,252)	
2037	5,456,956		5,456,956			5,456,956	2037	(205,510)	
2038	3,852,872		3,852,872			3,852,872	2038	(1,604,084)	
2039	3,711,672		3,711,672			3,711,672	2039	(141,200)	
2040	1,471,704		1,471,704			1,471,704	2040	(2,239,968)	
2041	1,416,168		1,416,168			1,416,168	2041	(55,536)	
	\$ 163,736,655		143,736,655	3,000,000		163,736,655			



• In the years with Debt Service decreases, shift funding to capital reserve fund – diversify Infrastructure strategy to include cash financing (best practice).

# **Taxpayer Impact**

	The	Town of Ea	ast H	rty Value					
Market Value:	\$	100,000	\$	200,000	\$ 300,000	\$	380,000		
<b>Assessed Value:</b>	\$	70,000	\$	140,000	\$ 210,000	\$	266,000		
								Conv	Mills
Tax Bill @ mills	\$	15	\$	29	\$ 44	\$	56	0.00021	0.21
Tax Bill @ mills	\$	27	\$	55	\$ 82	\$	104	0.00039	0.39
Tax Bill @ mills	\$	30	\$	60	\$ 90	\$	114	0.00043	0.43
Tax Bill @ mills	\$	13	\$	27	\$ 40	\$	51	0.00019	0.19



### **Summary**

- There is a pathway to funding the infrastructure investment plan by leveraging 50% of the planned grand list growth / new revenues (i.e. new developments) with modest mill rate increases of 0.3-0.4 mills OR all of the new revenues in a debt service reserve fund.
- We recognize the economy is uncertain and grand list changes can occur in either direction.
- We recognize that annual fixed cost increases are a given.
- It is fiscally responsible to reserve some of the revenue growth or anticipated mill rate adjustments for:
  - Changes in municipal aid
  - Fixed costs increases (contractual/salary, OPEB)
  - Reducing the pension long term investment rate of return incrementally to the 6.5% range. Continuous commitment.
- It is fiscally responsible to address overdue deferred maintenance or these expenses show up as emergency repairs (i.e. deficits to the General Fund / drawdown of fund balance).
- Goal: Investments to make East Hartford a stronger and even more vibrant community, offering the amenities that the individuals, children and families desire while not compromising fiscal responsibility. Strategic investments fuel long-term sustainability (healthy, growing, thriving community business starts/growth, home values, median income)
   Leaders and community to decide.

# **QUESTIONS**



### **APPENDIX**



# **National Development**

						Y	r 1 - Enterprise				REVAL YR							
	FY2023		FY2024		FY2025		FY2026		FY2027		FY2028		FY2029		FY2030		FY2031	
		Na	tional Develo	pn	nent													
	<u>2021 GL</u>		<u>2022 GL</u>		2023 GL		2024 GL		2025 GL		2026 GL		<u>2027 GL</u>		2028 GL		<u>2029 GL</u>	
	261.65		261.65		261.65		261.65		261.65		261.65		261.65		261.65		261.65	
\$	55,000	\$	85,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	
\$	14,390,750	\$	22,240,250	\$	96,165,000	\$	166,165,000	\$	166,165,000	\$	166,165,000	\$	166,165,000	\$	166,165,000	\$	166,165,000	
	70%		70%		70%		70%		70%		70%		70%		70%		70%	
\$	10,073,525	\$	15,568,175	\$	67,315,500	\$	116,315,500	\$	116,315,500	\$	116,315,500	\$	116,315,500	\$	116,315,500	\$	116,315,500	
	0.041		0.041		0.041		0.041		0.041		0.041		0.041		0.041		0.041	
\$	413,014.53	\$	638,295.18	\$	2,759,935.50	\$	4,768,936	\$	4,768,936	\$	4,768,936	\$	4,768,936	\$	4,768,936	\$	4,768,936	
Α	ddl Taxes	\$	225,280.65	\$	225,280.65													
		Am	nt of Deferral	\$	2,121,640.33													
						Y	r 1 - Enterprise	Yr	2 - Enterprise	Yr	3 - Enterprise	Yr 4	- Enterprise	Yr	5 - Enterprise			
		Ехе	emption @ 80	)% (	(PILOT in Yr 3)	\$	3,815,148	\$	3,815,148	\$	3,815,148	\$	3,815,148	\$	3,815,148	\$	19,075,742	
			Τα	ахе	es Paid @ 20%	\$	<i>953,787</i>	\$	<i>953,787</i>	\$	953,787	\$	<i>953,787</i>	\$	953,787	\$	4,768,936	
					Deferral	\$	424,328	\$	424,328	\$	424,328	\$	424,328	\$	424,328	\$	2,121,640	
	50% Enterpr	ise .	Zone Reimbui	rse	ment - State*			\$	1,907,574	\$	1,907,574	\$	1,907,574	\$	1,907,574	\$	7,630,297	40%
			Taxes	/Re	eimb to Town	\$	1,378,115	\$	3,285,689	\$	3,285,689	\$	3,285,689	\$	3,285,689	\$	14,520,873	
						*Sı	ubject to available	ар	propriation - p	ror	ated							
				FY	'24 / GL22	Land	only. In construction		60M-70M	80%	6 Complete by	Oct	ober 1, 2023					
				FY	'25 / GL23	80% Bldg 1/40% on Bldg 2			70,000,000	Bld	g 1 - Lowes	60-8	30%	Lat	e summer/early	/ Fal	II 2024 @100%	
				FY	'26 / GL24	Cons	truction complete		140,000,000	Bld	g 2 - Wayfair	30%	G-40%	Las	t summer/early	/ Fal	l 2024 @100%	
						TBD Research Bldg		No c	contemplated	ons	truction at this	tim	e					
						ND	is paying for the 3	rd p	party reviews c	f th	e project.							



## **Town Hall Renovation: Funding Plan**

Allocation/Authorization Description	Allocation Amount	Subtotal	Category
Town Hall Renovation - GO Bond Authorization	2.900		
Town Buildings - GO Bond Authorization	9.000	11.900	Town GO
ARPA Town Hall Renovation (Original Allocation)	5.000		
ARPA Repurpose (North End Community Center)	1.665		
Other ARPA Repurposing	0.474		
Non-Profit Grant Program	0.500	7.639	ARPA
Excess Unbudgeted FY 2023 Muni Aid	1.400		
Move road/parking lot portion of town hall to Road Bond	0.020	0.020	Repurposed GO
State Grant - Energy Efficiency Improvement for Town			State Grant /
Hall	0.035	0.035	Special Revenue
FY22-FY24 Year End - Capital Reserve Fund	0.606	2.006	General Fund
Total (in millions)	21.600	21.600	





### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 20, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: REFERRAL: Personnel and Pensions Subcommittee

Please see the attached requests for changes to the job descriptions of Accounts Clerk III in the tax department and Network Systems Administrator in the IT department, submitted by HR Director Tyron Harris. These changes are required to better reflect the updated job responsibilities for each position.

Please place this item on the Town Council agenda for the August 1, 2023 meeting for referral to the Personnel and Pensions Subcommittee.

C: T. Harris, HR Director

M.McCaw, Finance Director

K. Sayers, Chief Information and Security Officer

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

July 21, 2023

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

Re: Network Systems Administrator

Dear Mr. Walsh:

Please see the revised Network Systems Administrator job descriptions in the IT Department. Most revisions are better at defining the role of a Network Systems Administrator.

Attached is the Network Systems Administrator position description with proposed revisions.

Some of the key additions are

- Knowledge and proficiency in managing Windows servers, including various roles and features for various deployments (IE: Domain Controllers, member servers, IIS web servers, etc).
- Maintains routers, switches, and various Town owned network devices (products from Extreme, Juniper, Brocade, and Fortinet).
- Supports installed fiber (WAN and LAN) and internal cabling for data communications.
- Supports and responds to network-based alerts to resolve complex issues as they may arise to ensure continuity of operations for the Town
- Maintains backup systems (data storage, software configuration, and design)
- Current certification such as MCSE, CCNA, Network Plus, or similar.

Therefore, I recommend that this position is referred to Town Council for consideration.

Tyron V. Harris Human Resources Director

Customer Service. Collaboration. Communication.

#### **TOWN OF EAST HARTFORD**

TITLE: Network Systems Administrator GRADE: 14

**DEPARTMENT:** Information Technology **DATE:** 12/9/14

8/1/2023

#### **GENERAL DESCRIPTION**

Responsible information systems technical work involving the provision of technical support and troubleshooting services to <a href="mailto:municipal departments\_support municipal needs">municipal needs</a>, design of complex Information Technology systems, and secondary oversight of department operations.

Work involves responsibility for providing technical support, assistance, and training to employees of municipal departments—IT Department team or occasional end user departments with regard to personal computer hardware and software utilizationnetwork hardware of software operation. Duties include troubleshooting and diagnosing computer network related problems, end user and IT staff training, and Local Area Network (LAN) and Wide Area Network (WAN) design and administration. This position serves as a key design contact in Municipal operations. The work requires that the employee have considerable knowledge, skill, and ability in personal computer technology, printers, modems, security devices, virtualization technologies, and networks including telephony.

#### **SUPERVISION RECEIVED**

Works under the general supervision of the Information Technology Manager.

#### SUPERVISION EXERCISED

Serves as a second-in-command for IT Department. May perform limited supervisory duties for project based engagements or interns. Provides guidance and mentoring to technical staff as necessary.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provides technical ssupports to municipal departments with regard to personal computer and by resolving network issues including diagnosis of problems, repairs, new installations and configuration of equipment and software.
- May occasionally Aids aid in PC maintenance as time permits
- Firewall and security appliance maintenance, configuration/engineering, and troubleshooting.
- Virtual Server/Virtual—Desktop development/deployment/troubleshooting knowledge and proven ability
- Manages enterprise Storage Area Network and works with IT <u>Manager-leadership</u> for long term proactive refresh strategy.
- Works with IT <u>Manager leadership</u> in long-term strategic planning of IT resources to support initiatives from municipal departments
- Documents work and change logs to ensure quality and accuracy.

- Documents procedures and policies and trains technical staff as needed on central changes
- Develops and supports central gGroup Policy policies for coreentral management of all Personal ComputerPC's, mobile devices and servers software across municipality and works with techs to streamline efficiency and user experience by educating them in bulk management
- Provides Engineering level security services for municipal servers, firewalls, and security appliances and recommends
- Assists users in deciding what software may be needed for new work tasks as well as
  design and code applications for automation of repetitive manual tasks.
- Install and configure software applications and troubleshoot various corresponding hardware related issues including upgrades of the equipment. Assists various offices in maintaining third party software and provide cost saving recommendations to upper level management.
- Develops, supports, and tests enterprise-wide backup strategy and trains technicians in operations/recovery.
- Develops and conducts software and hardware training for technicians and end users where appropriate.
- Knowledge and proficiency in management of Windows servers including various roles and features for various deployments (IE: Domain Controllers, member servers, IIS web servers, etc).
- Maintains routers, switches, and various Town owned network devices (products from Extreme, Juniper, Brocade, and Fortinet).
- Supports installed fiber (WAN and LAN) as well as internal cabling for data communications.
- Supports and responds to network based alerts to resolve complex issues as they
  may arise to ensure continuity of operations for the Town
- Maintains backup systems (data storage, software configuration and design)
- Proficient operation of Windows domain servers, web hosting servers, email servers,
  Unix application servers, IBM midrange servers, internet changes/upgrades as
  needed, hardware/software troubleshooting, end user support, and involvement in
  web functions.
- Manages Town Phone system with support from selected service provider
- Maintains technical knowledge by routinely attending IT Certification courses and seminars, as well as other classes where appropriate, thereby reducing the Town's need to hire external consultants/services.
- Advise in the development and updating of the Town of East Hartford system use policy. Cooperate with appropriate Town departments in the course of investigation of alleged violations of policy.

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

- Considerable knowledge of a variety of office software products.
- Good Advanced technical knowledge of network hardware and operating systems.
- Good understanding of basic programming (batch, Access, Excel) network based scripting such as: Python, Visual Basic, and powershell, or similar, to automate basic functions where possible.

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- Good knowledge, skill, and ability with regard to the operation and maintenance of personal computers and printers.
- · Considerable problem-solving abilities as related to information technology.
- Considerable ability to establish and maintain effective working relationships with department heads, coworkers, and vendor representatives.
- Must have the ability to service different operating system platforms and perform regular updates to those operating systems.
- Must have exceptional organizational skills and the ability to work independently with a constantly changing set of priorities.
- Ability to assess and evaluate information technology issues during the absence of <u>IT</u> leadership and direct restoration efforts as necessaryan Information Technology Manager.
- Extensive experience in automated PC deployment through workstation imaging
- Demonstrated ability in network switching, routing, and security methods
- Experience with configuration and support of VPN technologies (IPSEC, SSL, and/or PPTP)
- Windows Server (2003-2008+Current version and 2 versions back preferred)
  demonstrated knowledge in design and maintenancemaintenance.

### **QUALIFICATIONS**

Graduation from a four yearfour-year accredited college in computer technology with progressively responsible experience in Help Desk support; or an Associate's associate degree from an accredited college in computer technology or related field, plus two to three years of progressively responsible Help Desk support, proven network troubleshooting and design experience

Current certification such as MCSE, CCNA, Network Plus or similar or CISP a plus.

Appropriate level of experience can replace an associates degree from an accredited college (1 semester of college = 6 months of experience).

### **TOOLS AND EQUIPMENT USED**

Personal computing <u>devicesers and associated peripherals</u>, hardware and software, <u>digital cameras</u>, <u>scanners</u>, <u>printers and multifunction devices</u>, <u>envelope folding/stuffing machines</u>, <u>and band and laser printers</u>, <u>envelope inserting and folding machine</u>, <u>PBX and IP phone sets</u>telephony hardware with specific focus on ip based components.

#### PHYSICAL AND MENTAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand; walk; and use hand to Network Systems Administrator, Data ProcessingOffice of Information Technology

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finger, handle, feel or operate equipment, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, talk, and listen. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to read and interpret technical computer material and to present training to employees. Must be able to write reports and keep records. This position requires the ability to apply complex principles to work problems and deal with several concrete variables. Must be available for 24-hour problem resolution, which includes after-hours on-call IT services.

#### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is generally performed in typical computer room surroundings and Town offices with virtually no disagreeable features. The noise level in the work environment is moderate to noisy.

#### **GENERAL GUIDELINES**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

NOTE: The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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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

July 18, 2023

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

Re: Senior Account Clerk- Tax

Dear Mr. Walsh:

Please see the revised Accounts Clerk III job descriptions in the Tax Department. Most revisions are better at defining the role of a Senior Account Clerk- Tax.

Attached is the Senior Account Clerk-Tax position description with proposed revisions. Accounts Clerk III job description has not been updated since 2012, and the role has evolved and adjusted from Grade 7 to Grade 9 with additional responsibilities. Some of the key additions are

- Work with Health Department to withhold permits for delinquent taxes for restaurants, salons, and spas.
- Provides tax information to the Development/Planning Department before ARPA Grants may be issued.
- Interviews delinquent taxpayers in person and by telephone, assists them in setting up payment schedules, and maintains contact until the matter of tax delinquency is resolved. Submit monthly reports to Tax Collector.
- Knowledge of tax collection principles and practices.
- Knowledge of tax collection laws, regulations, and ordinances.
- Assumes responsibility for the operation of the department in the absence of either the Tax Collector or the Assistant Tax Collector.

### **LICENSING REQUIREMENTS:**

- CCMC Certification required within three years of this job description.
- Continued education and training to maintain re-certification every five years.

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.

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### **TOWN OF EAST HARTFORD**

TITLE: Accounts Clerk III Senior Account Clerk- Tax

GRADE: 79

**DEPARTMENT:** Tax - Finance **DATE:** 10/16/129/1/2023

#### POSITION DEFINITION:

Under the general direction of the Collector and/or Assistant Collector, performs lead collection and clerical, and administrative work of some complexity and variety in one or more of the functional areas of accounts payable, accounts receivable, and tax collection.

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### **ESSENTIAL JOB FUNCTIONS:**

- Plans and organizes work according to established or standard office procedures.
- Establishes priorities; performs and leads work in the functional areas of computerized billing, collection, and record keeping.
- Leads accounts clerks in receiving, recording, and verifying revenues.
- Maintains manual and computerized financial records, including receiving and crediting of taxes and any special assessments or charges.
- Balances monies collected and prepares revenue deposits on a daily basisdaily.
- Develops and maintains computer files of escrow accounts; 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 the computerized collection system.
- Provides information and assistance to attorneys, title searchers, and banking officials.
- Assists in the preparation and processing of of preparing 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 leadership and assistance to other clerical staff.
- Maintains a record keepingrecord-keeping and tracking system for real estate accounts; initiates
  contact with taxpayers and financial institutions to resolve eserow relatedescrow-related problems.
- Processes, verifies, and records transmittals from other departments.
- Sets up and maintains office files and records as needed.
- Maintains files documenting adjustments, and corrections for audit trail.
- Performs word processing and related clerical work.
- Operates computer workstation and peripherals, copier, fax machine, calculator, and other office equipment.

- Generates computer reports of delinquent accounts and makes computer checks to determine the current status of those accounts.
- current status of those accounts.
  Work with Health Department to withhold permits for delinquent taxes for restaurants, salons, and spas.
- Provides tax information to the Development/Planning Department before ARPA Grants may be issued.
- Interviews delinquent taxpayers in person and by telephone, assists them in setting up payment schedules, and maintains contact until the matter of tax delinquency is resolved. Submit monthly reports to Tax Collector.
- Files UCC Liens with The Secretary of the State and all other applicable liens and releases when taxes are paid.
- Assist in the warrant process by processing payments and performing audits once the warrant cycles are over.
- Assist with the budget by processing and maintaining purchase orders for the department.
- Check scanning with Webster Web-Link, balancing, and reporting.
- Put on/ Take off delinquent taxpayers through the Department of Motor Vehicles CIVLS portal.
- Corresponds with vendors, Webster Bank and Invoice Cloud to address issues for taxpayers and our office.
- Relieves office staff as needed, especially during busy collection periods.

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### **ADDITIONAL JOB FUNCTIONS:**

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

#### KNOWLEDGE, SKILLS, AND ABILITIES:

- 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.
- Ability to acquire a working knowledge of tax collection policies, procedures, and laws, including pertinent State Statutes and Town Ordinances.
- Ability to deal effectively with town staff, state, and local officials, and the public.
- Ability to maintain complex records and files.
- Ability to perform basic mathematical computations.
- Knowledge of tax collection principles and practices.
- Knowledge of tax collection laws, regulations and ordinances.

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- Assumes responsibility for the operation of the department in the absence of either the Tax Collector or the Assistant Tax Collector.
- Conector of the Assistant Tax Conector.

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### 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 basisdaily.
- 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 eourse workwork coursework in Bookkeeping or Business Mathematics and at least three years of responsible clerical bookkeeping experience;
- <u>or</u> an <u>Associates' Associate</u> Degree in a related field and at least one year of <u>such</u> experience.

### **LICENSING REQUIREMENTS:**

- CCMC Certification desirable.
- CCMC Certification required within three years of this job description.
- Continued education and training to maintain re-certification every five years.

#### EEO/AA Statement

• In the Town of East Hartford, we don't just accept difference — we celebrate it, support it, and thrive on it for the benefit of our employees, residents, and 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.

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### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 18, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$15,914.22 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the August 1, 2023 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector

M. McCaw, Finance Director

### INTEROFFICE MEMORANDUM

**TO:** MICHAEL P WALSH, MAYOR

MCCAW MELISSA, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 7/26/2023

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$15,914.22 Please see attached listing. Please place this item on the Town Council agenda for August 1, 2023

Bill	Name/ Check payable to:	Address	City/State/Zip	Prop Loc/Vehicle Info.	Over Paid
2019-04-0082090	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1FDUF4HT2LDA03142	-5.00
2021-03-0060425	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G1ZD5ST1LF005895	-146.72
2021-03-0060437	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BV6LC151983	-279.01
2021-03-0060452	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV5LP513270	-308.71
2021-03-0060458	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BV5LC193979	-185.81
2021-03-0060460	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4CV5LC196993	-100.82
2021-03-0060466	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP4KY448286	-323.79
2021-03-0060474	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCG5KR797755	-50.68
2021-03-0060492	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV4LC078219	-200.52
2021-03-0060510	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2C4RC1DG6LR253815	-57.28
2021-03-0060561	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5XXG14J24MG019755	-48.98
2021-03-0060569	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5XXG14J2XMG017332	-541.14
2021-03-0060599	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/KNDJ23AU9M7752245	-66.35
2021-03-0060625	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3KPC24A68LE096635	-139.64
2021-03-0060627	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CP5CU5KL539324	-77.26
2021-03-0060634	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G1ZD5ST6LF058737	-146.72
2021-03-0060637	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF6LH513682	-133.26
2021-03-0060638	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BV6LC143799	-232.69
2021-03-0060639	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BV6LC134746	-325.33
2021-03-0060640	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G1ZD5ST2LF011138	-146.72
2021-03-0060644	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JTDEPRAE5LJ039245	-343.59
2021-03-0060645	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF2LH551863	-133.26
2021-03-0060646	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BV9LC131422	-93.20
2021-03-0060647	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF6LH565863	-488.76
2021-03-0060650	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5YFEPRAE3LP076631	-86.02
2021-03-0060651	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF3LH512036	-44.24
2021-03-0060652	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6P0CD4LR131639	-425.23
2021-03-0060654	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF8LH565475	-177.50
2021-03-0060655	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP8KY417283	-323.79
2021-03-0060656	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF6LH524083	-177.50
2021-03-0060657	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDXBG4KH713474	-164.90
2021-03-0060658	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF2LH513372	-177.50
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2021-03-0060667	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY414437	-215.86
2021-03-0060668	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCG0KR774626	-254.62

2021-03-0060672	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6P0CD5LR130273	-531.05
2021-03-0060673	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3KPC24A69LE097003	-244.49
2021-03-0060677	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJCCB9MT531479	-610.51
2021-03-0060691	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3KPC24A65ME131486	-174.96
2021-03-0060722	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3N1CN8EV6ML828714	-100.80
2021-03-0060724	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3N1CN8EV1ML828832	-235.05
2021-03-0060727	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3N1CN8EV0ML829079	-235.05
2021-03-0060728	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP6KL878558	-63.98
2021-03-0060729	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF3LH526180	-399.75
2021-03-0060751	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/KM8K1CAA1MU689720	-454.21
2021-03-0060773	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF5LH558029	-133.26
2021-03-0060779	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4EV8KC189127	-148.56
2021-03-0060782	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV5LC159357	-271.67
2021-03-0060794	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5NPD84LF7KH484174	-159.64
2021-03-0060797	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3W1RFV9LC051738	-63.68
2021-03-0060823	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2FMGK5D82KBA29762	-64.18
2021-03-0060829	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MT1LP535975	-145.74
2021-03-0060832	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDXHG0KH608602	-313.90
2021-03-0060837	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP8KL877928	-159.74
2021-03-0060838	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP2KY427890	-180.03
2021-03-0060840	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5YFEPMAE8MP231095	-92.20
2021-03-0060847	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/4T1B11HK0KU794054	-140.44
2021-03-0060857	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KL8CD6SA8LC442868	-101.27
2021-03-0060861	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/JA4AD3A32KZ045016	-209.67
2021-03-0060865	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5NMS2CAD1KH097413	-388.84
2021-03-0060866	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3KPC24A32KE080631	-254.62
2021-03-0060869	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/MAJ6S3KLXKC302240	-174.03
2021-03-0060879	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3N1CN8EV3ML884626	-168.12
2021-03-0060885	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CP5CU4KL555109	-231.28
2021-03-0060886	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF0LH523902	-222.26
2021-03-0060887	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1FTEW1E46LFA51087	-839.66
2021-03-0060891	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1FTEW1E54LFA64106	-90.40
2021-04-0082077	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2022/3C6UR5JL5NG178462	-267.63
2021-04-0082082	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1GCWGAFP1L1123756	-62.22
2021-04-0082085	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3N6CM0KN7MK705285	-60.38
2021-04-0082131	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5XXG14J26MG007591	-48.98
2021-04-0087635	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF1LH547903	-443.79

2021-04-0087636	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5XXG14J27MG008393	-210.82
2021-04-0087637	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1FT7W2BT0LEC44416	-522.86
TOTAL					\$ (15,914.22)