

Robert J. Pasak

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 18, 2016

2016 OCT 13 A 10:04

TOWN CLERK
EAST HARTFORD

=====

Announcement of Exit Locations (C.G.S. § 29-381)

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. October 5, 2016 Executive Session
 - B. October 5, 2016 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Resignation of Esther Clarke from the Pension and Retiree Benefit Board
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Library Administration and Operations Contract
 1. Presentation by Bridget Quinn-Carey, Hartford Public Library
 2. Appointment of Mayor Leclerc as Director of Libraries
 3. Bid Waiver: Contract re: Hartford Public Library and East Hartford Public Library
 - B. General Obligation Bonds: Sale and Rating Methodology:
 1. Presentation by Michael Walsh, Finance Director
 2. Referral to Ordinance Committee: Percentage Increase of Other Post-Employment Benefits
 - C. Referral to Fees Committee re: Health Department Fees
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: November 1st)

Robert J. Pasel

2016 OCT 11 A 8:50

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 5, 2016

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader
Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I.
Weinberg, Ram Aberasturia, Joseph R. Carlson Patricia Harmon and
Michael G. Kurker

ALSO Scott Chadwick, Corporation Counsel
PRESENT Michael Walsh, Finance Director
Scott Sansom, Chief of Police

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:05 p.m.

MOTION By Esther Clarke
seconded by Bill Horan
to **go into** Executive Session to discuss pending litigation involving
former Police Officer Juma Jones.
Motion carried 9/0.

MOTION By Esther Clarke
seconded by Bill Horan
to **go back to** Regular Session.
Motion carried 9/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Bill Horan
to **adjourn** (7:49 p.m.)
Motion carried 9/0.

Attest



Richard F. Kehoe
Town Council Chair

Robert J. Paek

EAST HARTFORD TOWN COUNCIL

2016 OCT 11 A 8:50

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 5, 2016

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader
Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I.
Weinberg, Ram Aberasturia, Joseph R. Carlson, Patricia Harmon and
Michael G. Kurker

CALL TO ORDER

Chair Kehoe called the meeting to order at 8:10 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) asked if the town had entered into any contracts or memorandum of agreements with the Horizon Group as it relates to the development of Rentschler Field; (2) CTDA goes into effect today; (3) suggested the Council reject the Hartford Judicial District Local Interagency Services Team resolution on tonight's agenda; (4) is against the appointment of Scott Chadwick as a Parking Violation Hearing Officer; and (5) is against the billboards relocation agreement.

Mayor Leclerc (1) stated that the town has not entered into any contracts or memorandum of agreements with the Horizon Group as it relates to the development of Rentschler Field; (2) the town's bond rating with Moody's is AA2; (3) there will be a bond rating presentation from the Finance Director at the October 18th meeting; (4) garbage pick-up will be delayed one day due to the Columbus Day holiday; (5) Cephus Nolen, Youth Services Director, will address any questions on the Hartford Judicial District Local Interagency Services Team resolution on tonight's agenda; (6) the town's Fire and Police departments have initiated new programs: "Coffee with a Cop" will be held at the Dunkin Donuts on Main Street, Friday October 7th from 7:30 – 9:30AM; Fire Prevention Week is October 9th through the 15th and the Fire Department will hold programs to bring awareness of fire prevention at Raymond Library; and (7) the \$12M awarded from the State of Connecticut Department of Economic and Community Development will be utilized for the development project at Rentschler Field.

APPROVAL OF MINUTES

September 20, 2016 Executive Session

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the September 20, 2016 Executive Session.
Motion carried 9/0.

September 20, 2016 Public Hearing

MOTION By Linda Russo
seconded by Marc Weinberg
to **approve** the minutes of the September 20, 2016 Public Hearing.
Motion carried 9/0.

September 20, 2016 Regular Meeting

MOTION By Linda Russo
seconded by Pat Harmon
to **approve** the minutes of the September 20, 2016 Regular Meeting.
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Presentation by Horizon Group Properties: The Outlet Shoppes at Rentschler Field

Phil Waters, Vice President of Development for Horizon Group, led a PowerPoint presentation to review with the Council the plan for Rentschler Field. Phase I will bring approximately 350,000 sq. ft. of retail space and 85 retailers. Also, there will be sit-down restaurants, food court vendors and food kiosks. The goal is to start construction now and have the grand opening spring 2018.

David Morais, Project Architect with Adams and Associates, spoke to the design of the proposed buildings and landscaped grounds of the project. The buildings echo features related to the former use of Rentschler Field as an airfield and Pratt & Whitney's aeronautic history.

Dan Matos, President of the Matos Group – the Master Developer of Rentschler Field – addressed the Council on the progress that has been made on this project. Mr. Matos stated that it is important to start the outlet center now so that the housing phase of this project – which will market to new hires at UTC – can begin.

Mike Walsh, Finance Director, provided a draft tax abatement plan for the outlet project subject to approval by the Town Council. This plan is a combination of the Enterprise Zone incentives as set forth in the town's Code of Ordinances and incentives contained in C.G.S. §12-65b.

Rich Gentile, Assistant Corporation Counsel, expounded on the tax abatement plan as presented, stating that the next step is to work out the details of the plan, i.e., employment of East Hartford residents, union labor, the obligation to continue to operate through the abatement period, etc.

Eileen Buckheit, Development Director, said that the first step in this process is to meet with the state (DECD) on their Financial Application Agreement (FAA). There is a meeting planned for Thursday October 6th. Ms. Buckheit stated that she will be coming back to the Council for approvals.

Resignation of Crystal Hernandez from the Planning and Zoning Commission

Chair Kehoe announced the resignation of Ms. Hernandez from the Planning and Zoning Commission and thanked her for her service to the community.

NEW BUSINESS

Hartford Judicial District Local Interagency Services Team

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **adopt** the following resolution:

WHEREAS the Town of East Hartford Youth Services Department has been asked by the Connecticut Youth Services Association (CYSA) to take over administration of the Hartford Judicial District Local Interagency Services Team (LIST); and

WHEREAS the Hartford LIST is a collaboration among area youth service bureaus, the Connecticut Judicial Branch Court Support Services Division and the Connecticut Department of Children & Families; and

WHEREAS the purpose of the LIST is coordinate local stakeholders in raising awareness about the needs of children and youth involved in the juvenile justice system, as well as planning, evaluating, and supporting juvenile justice services in each juvenile court catchment area,

NOW THEREFORE LET IT BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut Youth Services Association as they pertain to this 2016-17 LIST grant.

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

Recommendation from Ordinance Committee: Lamar Advertising – Billboard Relocation

MOTION By Bill Horan
 seconded by Ram Aberasturia
 that the East Hartford Town Council rescind its October 6, 2015 and May 3, 2016 motions approving the proposed agreement between the Town of East Hartford, Goodwin College, Inc., TLC Properties Inc. d/b/a TLC Properties of Connecticut Inc. and Lamar Central Outdoor LLC, to relocate billboards located at 361 Main Street and 2 of the 4 billboards at 1179 Burnside Avenue to a location abutting I-84 West at 9 Roberts Street, and **approve** the attached contract which provides for the erection of two digital billboard facings, aggregating no more than 1344 square feet, at a location abutting I-84 West, at 9 Roberts Street, East Hartford, provided that such billboard facings not be visible or audible from the residential properties on Roberts Street, Olde Roberts Street and Morris Court, in return for the removal of all billboards located at 361 Main Street and 1252-1256 Main Street totaling five billboard faces and 2,926 square feet.
 Motion carried 9/0.

A copy of the contract, survey, declarations of termination of billboard rights and quit claim deed follows these minutes.

Outdoor Amusement Permit Application: Out of the Darkness Walk

MOTION By Joe Carlson
seconded by Ram Aberasturia
to **approve** the outdoor amusement permit application entitled "Out of the Darkness Walk" submitted by John Joseph Kissane, Walk Chairperson for the American Foundation for Suicide Prevention, to conduct a charity walk on Saturday, October 15, 2016 from 7AM to 1PM at Great River Park with refreshments, food and music to be provided from 10:30AM to 12:45PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and to **waive** the associated permit fee under the provisions of Town Ordinance §5-6(a) as this is a not-for-profit organization.
Motion carried 9/0.

Appointment of Scott Chadwick as Parking Violation Hearing Officer

MOTION By Marc Weinberg
seconded by Ram Aberasturia
to **approve** the appointment of Scott Chadwick as a Parking Violation Hearing Officer in accordance with the Town of East Hartford's Code of Ordinances, Chapter 21, §21-6e, whose term shall expire October 2018.
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Pat Harmon noticed activity on the corner of Pitkin and Main Streets and asked about what was happening. *Mayor Leclerc indicated that the property is in the process of being sold and that Dunkin Donuts is planning to build on this site.*

Linda Russo asked if the existing building on the corner of Pitkin and Main Streets will remain. *The Mayor indicated that the existing building will be demolished.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Pending Litigation re: Former Police Officer Juma Jones

No action taken.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc reminded all that the Greater Hartford Marathon will take place this weekend.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Bill Horan
to **adjourn** (10:30 p.m.).
Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be October 18th.

Attest Angela M. Attenello
Angela M. Attenello
TOWN COUNCIL CLERK

**AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD,
GOODWIN COLLEGE, INC., TLC PROPERTIES, INC d/b/a TLC PROPERTIES OF
CONNECTICUT, INC. AND LAMAR CENTRAL OUTDOOR, LLC
RELOCATION OF BILLBOARDS**

This agreement is made this ____ day of September, 2016 by and between the Town of East Hartford ("Town"), Goodwin College, Inc. ("Goodwin"), TLC Properties, Inc. d/b/a TLC Properties of Connecticut, Inc. and Lamar Central Outdoor, LLC, collectively referred to as ("Lamar").

WHEREAS, Goodwin College, Inc. owns land known as 361 Main Street, East Hartford, Connecticut ; and

WHEREAS, Lamar owns (a) the easement rights on 361 Main Street, East Hartford to construct and maintain a two-sided billboard and (b) the billboard rights at 1252-1256 Main Street; and

WHEREAS, Lamar desires to move its billboard rights from 361 Main Street and 1252-1256 Main Street to a location adjacent to I-84 and Goodwin desires to extinguish the easement to allow it to commercially develop 361 Main Street; and

WHEREAS, the billboards where such billboard rights exist currently impact the appearance of certain residential and/or commercial districts; and

WHEREAS, the Town desires to reduce the overall number of billboards in town through the elimination of existing billboards at the end of their useful life; and

WHEREAS, the Town's longstanding policy, as articulated through its ordinances, is to reduce the overall number of billboards in town through the elimination of existing billboards at the end of its useful life; and

WHEREAS, Lamar is willing to permanently extinguish the billboard rights it has secured at the existing location at 361 Main Street and at 1252-1256 Main Street, provided it can transfer rights to another location along portions of Interstate 84 as authorized by Town ordinance and the East Hartford Zoning Regulations.

NOW, THEREFORE, the Town, Goodwin and Lamar hereby agree as follows:

1. Permission to Erect a New Billboard: The Town will grant an exception to the prohibition against construction of new billboards pursuant to Town of East Hartford Code of Ordinance Section 3-30 (c) to allow construction of one billboard structure with two electronic display panels, one electronic display panel facing east to westbound traffic and one electronic display panel facing west to eastbound traffic, to be located on property located at 9 Roberts Street ("New Billboards") on the location indicated on the attached Site Plan (Exhibit A). The

New Billboards will be no larger than 14 feet by 48 feet. In addition, each New Billboard allowed under this Agreement will be subject to the billboard zoning regulations effective August 30, 2006, as amended, a copy of which are attached hereto and incorporated herein as Exhibit B, including but not limited to any necessary site plan approvals.

2. Extinguishment of Rights: Prior to constructing the New Billboards, Lamar as owner of the easement rights and Goodwin as owner of the supporting land will provide documentation permanently extinguishing any and all billboard rights on 361 Main Street; and Lamar will provide to the Town documentation permanently extinguishing the billboard rights from the owner of the property located at 1252-1256 Main Street property where the existing billboards are located. Such documentation shall be in a form satisfactory to the Town and will provide evidence of the property owner's intent to permanently extinguish any and all billboard rights at the following locations:

- a. One south facing billboard located at 361 Main Street (approximately 14' by 48', or 672 square feet);
- b. One north facing billboard located at 361 Main Street (approximately 14' by 48', or 672 square feet);
- c. One north facing billboard located at 1252 Main Street (approximately 10'.6" by 22'.9", or approximately 242 square feet);
- d. One north facing billboard located at 1256 Main Street (14' by 48' or approximately 672 square feet);
- e. One south facing billboard located at 1256 Main Street (14' by 48' or approximately 672 square feet).

Such documentation shall include, but not be limited to, a written declaration executed by Goodwin as the owner of the land at 361 Main Street and Lamar as the owner of the easement rights at 361 Main Street and the billboard rights at 1252-1256 Main Street and all other parties that have or may claim any interest in billboard rights at the above locations permanently extinguishing any and all billboard rights with respect to the above locations (the "Declaration").

Lamar, at the request of the Town, shall provide a certificate of title addressed to the Town, evidencing that the billboard rights at the effected properties will be effectively extinguished.

Presently, there also exists an easement in favor of TLC Properties, Inc d/b/a TLC Properties of Connecticut, Inc, (Volume 2309 at Page 177 of the East Hartford Land Records) and such Easement shall be released prior to construction of the New Billboards.

The Declaration will affirm that all state and local licenses or permits with respect to the above locations have been terminated and that all necessary summary process proceedings have been successfully concluded with respect to any and all parties claiming an interest in such locations. The Declaration shall become effective only upon the completion of all required local

and state permitting of the New Billboards at which time the Declaration shall be recorded in the land records of the Town. The form of the Declaration is attached as Exhibit B.

3. Prohibition on Contract: Lamar agrees that it will not allow any advertisements of adult-oriented establishments or adult cabarets as defined in section 200 of the East Hartford Zoning Regulations, as the same may be amended from time to time or of any sexually oriented business as defined in Section 8-61 of the Town of East Hartford Ordinances, notwithstanding anything in the Agreement to be contrary Lamar shall be allowed any advertisements of motion pictures which receive a rating by the Motion Picture Association of America as the same may be amended from time to time, on the New Billboards or any other billboards it may own or control in any fashion in East Hartford.

4. Amendment: This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the Town and Lamar.

5. Severability: The invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

6. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The parties agree to the jurisdiction and venue of the courts located in Hartford Superior Court.

7. Complete Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement.

8. Waiver and Default: A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach of default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9. Transfer and Assignment: This Agreement and rights, duties and obligations accruing to Lamar under this Agreement are not transferable or assignable. Any attempt by Lamar to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement is void. Notwithstanding the foregoing, Lamar or its successor may, upon written notice and consent of the Town which consent shall not be unreasonably withheld, assign its rights and obligations, to an entity which acquires all or substantially all of its assets or which acquires voting control through a purchase or merger.

10. Removal of Existing billboards: Lamar agrees that the billboards listed in paragraph 2, above at 361 Main Street, will be removed, the underlying property cleared and landscaped to the reasonable satisfaction of the town, and Lamar shall cut-off the existing billboards at 1252-1256 Main Street at the I-beams they are affixed to and that they are attached to on the building

roof, and remove and dispose of the billboards (provided the I-beams will remain on the roof of the building) within one year of the granting of all permits required by the Town and the State of Connecticut for the construction of the New Billboards and prior to the erection of the New Billboards. In the event that said conditions are not met within said time this Agreement shall, at the option of the Town of East Hartford, be null and void upon thirty (30) days written notice.

11. Indemnification: Lamar will indemnify, defend and hold the town and its officials, officers, agents, and employees harmless from and against any and all cost, expenses, losses, attorney's fees, and liabilities resulting in any way from this Agreement, including but not limited to the claim of the current or future owner(s) of the property where the billboards listed in Paragraph 2 are located any third parties that leasehold, license or property rights have not been extinguished or that there had been an interference with contractual rights.

12. Town Use: Lamar agrees to allow the Town to use one electronic billboard turn on each New Billboard facing for at least fourteen (14) calendar days each year for public service announcements (PSA). Such PSAs shall be for a governmental purpose of East Hartford and/or its sponsorship and shall not be primarily for the direct benefit of a private entity. The dates of such use shall vary from year to year based upon availability. Lamar will bear the reasonable costs for the artwork and installation of such billboard advertising, and there will be no fee for the use of such billboard facing by the Town.

13. Duration: Pursuant to Section 3-30(c)(iii) of Town Ordinances, Lamar agrees to remove the New Billboards no later than forty (40) years from the date of the issuance of a certificate of occupancy for the erection of the New Billboards following the granting of permits required for the New Billboards by the Town and State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement as of the date and year act forth above.

TOWN OF EAST HARTFORD

GOODWIN COLLEGE, INC.

By: _____

By: _____

Name:
Title:
Duly Authorized

Mark E. Scheinberg
President
Duly Authorized

LAMAR CENTRAL OUTDOOR, LLC

**TLC PROPERTIES, INC D/B/A
TLC PROPERTIES OF
CONNECTICUT, INC.**

By: _____

By: _____

Name:
Its:
Duly Authorized

Name:
Its:
Duly Authorized

EXHIBIT B

**DECLARATION OF TERMINATION OF BILLBOARD RIGHTS:
361 MAIN STREET, EAST HARTFORD, CT**

TLC Properties, Inc., d/b/a TLC Properties of Connecticut, Inc. as grantee of an easement at 361 Main Street, East Hartford, Connecticut recorded in the East Hartford Land Records at Volume 2309 at Page 177 (the "Easement") and Goodwin College, Inc. as owner of the land and successor to the grantor of Easement at 361 Main Street, East Hartford, Connecticut (the "Declarants") hereby declare their intent to forever extinguish, abandon and terminate the Billboard Rights existing at the following location:

1. One two-sided billboard supported by a monopole located at 361 Main Street (each billboard face approximately 14' by 48', or 672 square feet, for a total of 1,344 square feet of billboard space);
-

Said Easement is attached hereto as Exhibit A.

As employed herein, the term "Billboard Rights" is defined as the exclusive authority, subject to federal, state and municipal legislative regulatory constraints, to lease, own, maintain and operate billboard structures at specific geographical locations for the purpose of exhibiting signs as a medium to communicate information, publicity, and advertising to the general public.

The Declarants affirm that all municipal, state and federal license and/or permits with respect to the above-listed locations have been terminated and that all necessary summary process proceedings have been successfully concluded with respect to any and all parties known to claim an interest in or possession of Billboard Rights at the above-identified locations.

Nothing contained in this declaration shall be construed to limit the rights of the Declarants, their successors and assigns, with respect to the erection, maintenance, repair and replacement of business signs announcing or advertising any business or activity taking place on the premises where the sign is located.

[Next Page Signature Page]

STATE OF CONNECTICUT)

) ss. East Hartford

COUNTY OF HARTFORD)

Personally appeared _____, _____ of TLC Properties, Inc., d/b/a TLC Properties of Connecticut, Inc. signer and sealer of the foregoing Easement, and acknowledged the same to be his free act and deed as such _____, and the free act and deed of said corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

**DECLARATION OF TERMINATION
OF BILLBOARD RIGHTS: 1252-1256 MAIN STREET, EAST HARTFORD, CT**

TLC Properties, Inc., d/b/a TLC Properties of Connecticut, Inc. as grantee of an easement at 1252-1256 Main Street, East Hartford, Connecticut, and Yenwod Realty, LLC, as owner of a parcel of land located at 1252-1256 Main Street, East Hartford, Connecticut recorded in the East Hartford Land Records at Volume 1762, Page 147 (“the Parcel”) (the “Declarant”) hereby declare their intent to forever extinguish, abandon and terminate the Billboard Rights existing at the following location:

1. The existing billboard faces located at 1252-1256 Main Street (two (2) 14’ x 48’ panels and one (1) 10’6” x 22’ 8” panel totaling 1,582 square feet of existing billboard space);

Said Parcel Description is attached hereto as Exhibit A.

As employed herein, the term “Billboard Rights” is defined as the exclusive authority, subject to federal, state and municipal legislative regulatory constraints, to lease, own, maintain and operate billboard structures at specific geographic locations for the purpose of exhibiting signs as a medium to communicate information, publicity, and advertising to the general public.

The Declarants affirm that all municipal, state and federal license and/or permits with respect to the above-listed location has been terminated and that all necessary summary process proceedings have been successfully concluded with respect to any and all parties known to claim an interest in or possession of Billboard Rights at the above-identified location.

Nothing contained in this declaration shall be construed to limit the rights of the Declarants, their successors and assigns, with respect to the erection, maintenance, repair and replacement of business signs announcing or advertising any business or activity taking place on the premises where the sign is located.

[Next Page Signature Page]

STATE OF _____)
) ss. _____
COUNTY OF _____

Personally appeared _____, _____ of TLC Properties, Inc., d/b/a TLC Properties of Connecticut, Inc., signer and sealer of the foregoing Declaration of Termination, and acknowledged the same to be his free act and deed as such _____, and the free act and deed of said corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Please return to:
Attorney Robert DeCrescenzo
Updike, Kelly & Spellacy, P.C.
100 Pearl Street
17th Floor
Hartford, CT 06103

QUITCLAIM DEED

TLC PROPERTIES, INC d/b/a TLC PROPERTIES OF CONNECTICUT, INC, a Louisiana corporation with an address of 5321 Corporate Blvd, Baton Rouge, Louisiana 70808 ("**Releasor**"), for One Dollar and other good and valuable consideration, grants to GOODWIN COLLEGE, INC., a Connecticut corporation with an office at One Riverside Drive, East Hartford, Connecticut 06118 ("**Releasee**"), with QUITCLAIM COVENANTS.

A certain piece or parcel of land, with buildings thereon, known as No. 361 Main Street, situated in the Town of East Hartford, County of Hartford and State of Connecticut, bounded and described as follows:

NORTHERLY: By land now or formerly of the Estate of Anthony McGehan'
EASTERLY: By Main Street;
SOUTHERLY: By land now or formerly of Emerson E. Strong; and
WESTERLY: By land now or formerly of George Sellew.

Excepting therefrom, a portion of premises conveyed to the State of Connecticut, containing approximately one one-hundredth (0.01) of an acre as described in a Quit Claim Deed from Pasquale Uricchio to the State of Connecticut dated December 18, 1951 and recorded in Volume 182 at Page 67 of the East Hartford Land Records. The aforesaid premises are herein referred to as the "**Property**".

Being the same premises conveyed by Lamar Central Outdoor, Inc. to Pablo Zuniga by Warranty Deed recorded in Volume 2309 at Page 179 of the East Hartford Land Records. Being the same premises conveyed by Pablo Zuniga to Goodwin College, Inc. by Warranty Deed recorded in Volume 3320 at Page 181 of the East Hartford Land Records.

Without limiting the foregoing, the Releasor, for itself, its successors and assigns, does hereby release unto Releasee, its successors and assigns, that certain perpetual easement for the location, construction and maintenance of the outdoor advertising structure or structures (the "**Sign Location Easement**"), shown on a map or plan entitled "**EASEMENT MAP PREPARED FOR MARTIN MEDIA EAST**

HARTFORD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 178 NORTH MAPLE STREET ENFIELD, CONNECTICUT 06082 860-763-3300 BY CAD SCALE 1"=20' DATE 7/18/03 1 OF 1 CHECKED WRP NO. 2003049 REV. 8/11/03 EASEMENT LOCATION" and the right to service, maintain, improve or replace any outdoor advertising structure on the Property and the right to trim any or all trees and vegetation in, on or about the Easement as often as the Releasor, Its successors and assigns deem necessary to prevent obstruction or to improve the appearance of the structure (the "Maintenance, Utility, Access and Visibility Easement"), and all necessary or desirable appurtenance on, over and upon the following described real property (collectively, the Sign Location Easement and the Maintenance, Utility, Access and Visibility Easement are referred to herein as the "Easements"), which Easements were granted to the Releasor herein by Lamar Outdoor Central, Inc. in an instrument dated September 26, 2003 and recorded in the land records of said Town of East Hartford in Volume 2309 at Page 177.

Releasor warrants that it is the sole record owner of the perpetual Easements and that such Property is not subject to any mortgages or liens, that neither such Easements nor any other interest of the Releasor in such Property is encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Releasor has the right and authority to execute this instrument and to grant, sell and convey the real set forth herein to Releasee.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Releasor and Releasee.

It is the intent of the Releasor and Releasee that the within conveyance shall merge the Releasor's title in and to the dominant estate of the Easements with and into the Releasee's title in and to the servient estate of the Easements, which title is derived from a Warranty Deed from Pablo Zuniga to the Releasee recorded in Volume 3320 at Page 181 of the East Hartford Land Records, and cause the Easements to be thereby extinguished.

IN WITNESS WHEREOF Releasor has hereunto set its hand and seal as of the _____ day of _____, 2016.

Witnesses:

Releasor:
TLC PROPERTIES, INC

Name:

By: _____
Name:
Its:

Name:

Attenello, Angela

From: Richard Kehoe <richardf.kehoe@gmail.com>
Sent: Friday, October 07, 2016 8:00 PM
To: Clarke, Esther
Cc: Attenello, Angela
Subject: Re: Pension & Retirement Board

Yes, accepting with regret of course. But appreciate your circumstances.


On Fri, Oct 7, 2016 at 1:07 PM, <eclarke@easthartfordct.gov> wrote:

As we discussed , I am tendering my resignation from the Pension and Retirement Board. It is my understanding that this is a Chairman's Appointment and that you will appoint another Council Member to fill my position on that Board and that my resignation will be effective as of that date. It has been an honor to have served the Town in this capacity.

Sent from my iPad



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: Library Administration and Operations Contract

As you are aware, Library Director Susan Hansen left town service at the end of March 2016. Since her departure, the town has conducted a continuous search for a successor using various means including an advertisement in the Hartford Courant, postings in various Library associations and electronic bulletin boards, and on the town's website.

As a result, while those efforts put forth by the town have produced more than a dozen applicants, the process has not produced a candidate qualified to direct the operations of the recently expanded Raymond Library.

Accordingly, after careful consideration of the importance of the Raymond Library to the community of East Hartford as well as the intricate needs of our library system, I am pleased to forward to the Town Council, a Library Administration and Operations Contract with the Hartford Public Library System to partner with the Town of East Hartford providing management oversight to the Raymond Library.

To that end, please save space on the October 18, 2016 Town Council Meeting Agenda so that Bridget Quinn-Carey, Chief Executive Officer of the Hartford Public Library can make a presentation on the benefits such a partnering will offer the town.

From my perspective, by entering into this agreement at the first year fixed fee of \$97,000, the town will have access to a wide variety of management talent unique to the library industry while offering up an expanded collection, more diverse programming, access to grant writings capabilities, while avoiding approximately \$50,000 in insurance and benefit costs.

To facilitate this initiative, below you will find the two motions needed first to appoint the Mayor as the Director of Libraries to satisfy the provisions of the Charter and then to waive the bidding requirements in order to allow the Mayor to execute the contract.

Move: That the Town Council hereby approves, pursuant to Section 4.3(c) of the Town Charter, Mayor Marcia A. Leclerc's decision to perform the duties of the Director of Libraries for the Town of East Hartford.

Move: To waive the bidding requirements of Town Ordinance Section 10-7 and authorize the Administration to enter into a three year contract with The Hartford Public Library to assist with the day to day operations and programming activities at the East Hartford Public Library, commencing on November 1, 2016 and terminating on December 31, 2019, at an initial annual rate of \$97,000 (with an

annual increase of 1.5% per year), such waiver being in the best interests of the Town because it will create cost savings in the East Hartford Public Library's budget and will allow the East Hartford Public Library to continue its current level of operations and to utilize The Hartford Public Library's expertise to enhance East Hartford Public Library's community outreach and programming.

If you have any questions on the aforementioned, please feel free to let me know.

Thank you.

LIBRARY ADMINISTRATION AND OPERATIONS CONTRACT

This Contract is made as of October ~~September~~ (day), 2016, by and between:

The Hartford Public Library, a nonprofit corporation located at 500 Main Street, Hartford, CT, 06103-3075 (hereinafter "HPL"), and the Town of East Hartford, located at 740 Main Street, East Hartford, CT 06108 (hereinafter the "Town"). HPL and the Town are each sometimes referred to herein as a "Party" and sometimes collectively as the "Parties".

WHEREAS, Section 5.17 of the Town's Charter sets forth the powers and authority of its Director of Libraries;

WHEREAS, the Mayor may perform the duties of the Director of Libraries, pursuant to Section 4.3(c) of the Town's Charter, subject to the approval of the Town Council;

WHEREAS, the Mayor intends to perform the duties of Director of Libraries and seek the approval of the Town Council to do so;

WHEREAS, HPL operates and manages the library system on behalf of the City of Hartford;

WHEREAS, HPL has unique and extensive experience in the operation and management of libraries;

WHEREAS, the Town and HPL recognize that the relationship contemplated herein will benefit and enrich the parties and the citizens they serve; and

WHEREAS, the Town is desirous of retaining HPL to assist the Mayor, as its Director of Libraries, in the operation and management of the Town's library system.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

1. Services and Goods.

(a) *Services.* During the term of this Contract, HPL will provide the administrative services described on Schedule A (hereinafter collectively the "Services").

2. Term and Termination.

(a) *Term.* This Contract shall commence on November 1, 2016 (the "Effective Date"), and continue in force until December 31, 2019, unless sooner terminated in accordance with this Section 2.

(b) *Termination for Default.* If either Party breaches any material provision of this Contract and fails to correct the breach within fifteen (15) days after receiving written

notice specifying the breach (or, if the breach cannot be corrected within fifteen (15) days, fails to progress diligently towards correction), then the other Party may terminate this Contract by giving written notice to the breaching Party, except that HPL shall have the right to terminate this Contract if the Town fails to pay any amount due to HPL and such failure continues for five (5) business days after written notice thereof.

(c) **Termination for Convenience-Town.** The Town may terminate this Contract, at any time with or without cause, by giving HPL one hundred twenty (120) sixty (60) calendar days' written notice of termination.

(d) **Termination for Convenience- HPL.** HPL may terminate this Contract, at any time with or without cause, by giving the Town one hundred twenty (120) calendar days' six (6) months' written notice of termination.

(e) **Renewal.** Subject to the termination provisions in accordance with this Section 2, either Party may provide written notice of intent to renew this contract by providing written notice of intent at least six (6) calendar months prior to the Expiration Date. Upon receipt of said written notice of intent, the Parties shall, in good faith, enter into negotiations regarding renewal of this Contract, including the length of term and price to be paid for said renewal term. Should the parties fail to reach agreement on any such renewal, then this Contract shall not continue beyond its original term as set forth in Section 2(a). this Contract shall renew and the Expiration Date extended for successive one year renewal periods, unless written notice of intent to not renew is given by a Party at least six (6) calendar months prior to the Expiration Date. The contract amount shall increase by 1%, each year of renewal.

3 Price and Payment.

(a) **Price.** HPL shall provide the Services to the Town for the sum of ninety-seven thousand (\$97,000) dollars per year. This amount shall increase on an annual basis for the term of the contract by 1.5%. 1%.

(b) **Payments.** HPL shall invoice the Town, prior to the provision of each month's service, in equal monthly installments. Invoices shall be paid by Town check. HPL retains the right to suspend service for nonpayment of Services.

4 Insurance.

(a) **Insurance.** During the term of this Contract, HPL shall maintain in force, at its own

expense, commercial general liability insurance coverage of at least one million dollars (\$1,000,000) each occurrence and ~~two three~~ million dollars (~~\$23,000,000~~) annual aggregate. HPL also shall maintain workers compensation insurance providing the statutory benefits required by law. The Town shall be named as an additional insured on all such insurance.

(b) **Property Insurance.** The Town will keep its buildings and their contents insured against loss, cost, damage, or expense resulting from fire, explosion, or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance").

(c) **Indemnification.** HPL will indemnify the Town and save it harmless from and against any and all claims actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of, or occasioned wholly or in part by, any negligent act or omission of HPL, its agents, contractors, employees, and servants. In case the Town shall, without fault on its part, be made a party to any litigation commenced by or against HPL, then HPL shall protect and hold the Town harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Town in connection with such litigation. The Town will indemnify HPL and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of, or occasioned wholly or in part by, any negligent action or omission of the Town, its agents, contractors, employees, and servants. In case HPL shall, without fault on its part, be made a party to any litigation commenced by or against the Town, then the Town shall protect and hold HPL harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by HPL in connection with such litigation. To the fullest extent allowed by law, HPL shall defend, indemnify, and hold Town employees, officers, directors, members, agents, servants, and employees harmless from and against any and all charges, suits, claims, demands, disputes, costs, losses, and expenses (including costs of defense and attorney fees). The Town shall have the absolute right to assign and retain counsel to defend it against any (i) unfair labor practices, grievances, or any litigation whatsoever arising out of the hiring, firing, layoff, subcontracting, assignment, reassignment or discipline of any employment action whatever relating to the East Hartford Public Library's Workforce; and (ii) any matter of any kind whatsoever arising or accruing before the execution of this Contract.

5. Information, Intellectual Property and Employees.

(a) **Information.** In the performance of this Contract, HPL may be exposed to information regarding the identity of the Town's patrons, the Town may be exposed to information regarding HPL proprietary library management techniques, and either

Party may be exposed to other information designated in writing by the disclosing Party as confidential (hereinafter collectively the "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Contract; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Contract, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Contract; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

- (b) **Intellectual Property.** Nothing in this Contract confers any license or right to use any trademark, service mark, copyright, or other intellectual property right, whether now owned or hereafter developed, of either Party.
- (c) **Employees.** The Town shall not actively solicit for hire or hire any employee of Hartford Public Library during the term of this Contract. During the six-month Termination Transition Period referenced in Section 2. (d), the Parties shall meet to mutually agree upon a smooth transition of employees.

6. **Town's Obligations.**

- (a) **Facilities, etc.** The Town shall make available to HPL, without charge, solely for HPL's use in performing the Services, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that are in the Town's possession, custody, or control as of the date hereof. The Town reserves all ownership rights in and to such properties and HPL shall return such properties to the Town, ordinary wear and tear excepted, at the termination or expiration of this Contract.

The Town is responsible for the structure, improvements, maintenance, janitorial services and supplies, repairs, and property insurance at the Library buildings. This includes the interior and exterior of the structure, all restrooms, electrical, building

systems, and the heating and air conditioning system. HPL shall work with East Hartford Library Staff and the Town to ensure effective building maintenance by promptly identifying and reporting problems with the facilities.

Town is responsible for maintaining the entire Library site, including landscaping and grounds maintenance, and snow removal

(b) **Security.** The Town is responsible for providing security services for the Library and surrounding area.

(c) **Utilities.** The Town is responsible for payment of utilities at the library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications, and Internet access.

7. **Excluded Services.**

Notwithstanding any other provision of this Contract to the contrary, HPL shall have no responsibility for and the Town shall be fully responsible for the following:

- (a) Any goods or services, including payroll, that were rendered to East Hartford Public Library prior to the Effective Date and thereafter
- (b) Unfair labor practices, grievances, any claims, or litigation, whatsoever, arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment, or discipline of any East Hartford Library staff not managed by HPL at the time of the relevant incident.
- (c) Any worker's compensation or other claims arising from injuries sustained prior to and during the Effective Date by any East Hartford Library staff not employed by HPL at the time of such injuries.
- (d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts, or other similar programs adopted by the Town.
- (e) Any future increases in wages and salaries mandated by Federal, State, or local laws, regulations, or legislation.
- (f) Capital and minor equipment purchases for East Hartford Public Library.

(g) Capital construction, additions, renovation, and repairs to East Hartford Library facilities.

8. Conflict of Interest.

HPL shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the provision and performance of its services hereunder. In this connection, HPL shall make no political contributions to any political campaign or initiative affecting the Town, nor should the Town, (or any candidate running for office) make such a request of HPL to do so.

9. Notices

Any notice regarding the performance of services under this Contract shall be considered delivered using regular U.S. mail services or fax to the attention of the

Parties listed below:

Town of East Hartford	Hartford Public Library
Marcia A. Leclerc, Mayor	Bridget Quinn-Carey, Chief Executive Officer
740 Main Street	500 Main Street
East Hartford, CT 06108	Hartford, CT 06103
Fax: 860-282-2978	Fax: 860-722-6900
Email: mleclerc@easthartfordct.gov	Email:

10. Miscellaneous.

- (a) **Independent Contractors.** The relationship of the Parties is that of independent contractors, and no partnership, joint venture, agency, employment, joint employment, or other relationship is intended hereby.
- (b) **Assignment.** Neither Party may assign this Contract to a third party not affiliated with such Party without the prior written consent of the other Party. Notwithstanding the foregoing, HPL may utilize vendors or subcontractors commonly or typically retained by it to provide minor or basic services outside the scope of the core services to be provided by HPL to the Town pursuant to this Contract.
- (c) **Warranty.** HPL warrants that it will perform and provide the Services with at least the care, diligence, and expertise generally accepted in the library service industry. **There are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.**
- (d) **Force Majeure.** HPL shall not be liable for any failure or delay in performance of

this Contract due to causes beyond its control, including, but not limited to, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service, or utility.

- (e) **Town's Representation.** The Town represents and warrants that the Mayor of East Hartford has all necessary legal authority to enter into this Contract and that the person executing this Contract on its behalf is legally authorized to do so.
- (f) **Notices.** Notices required or permitted under this Contract shall be effective upon the third (3rd) business day after deposit in First Class mail, or upon receipt if emailed or faxed to the respective email addresses or fax numbers, if addressed to the Parties' respective addresses and marked to the attention shown on the sixth fifth page of this Contract.
- (g) **Law and Enforceability.** This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut. If any provision of this Contract is conclusively determined to be illegal, invalid, or unenforceable, then such provision shall be severed, and the remaining provisions of this Contract shall be so construed to carry out, as nearly as legally permitted, the intentions of the Parties.
- (h) **Survival.** The provisions of Sections 5 and 8 shall survive any termination or expiration of this Contract.
- (i) **Entire Contract.** This Contract contains the entire understanding of the Parties on the subject matter hereof and supersedes all prior statements and Contracts on that subject. No failure or delay by either Party in enforcing any provision of this Contract shall operate as a waiver. This Contract may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

Intending to be legally bound, the Parties have caused this Contract to be executed by their duly authorized representatives.

Marcia A. Leclerc, Mayor
Town of East Hartford
East Hartford, Connecticut

Date

Bridget Quinn-Carey, Chief Executive Officer
Hartford Public Library
Hartford, Connecticut

Date



Schedule A
Contract for Library Administration and Operations

A. Statement of Work

Under the general direction of the Mayor, HPL will administer the operations of East Hartford Public Library facilities (collectively, the "library"), including the general operations, supervision of staff, and oversight of acquisitions for goods and services from vendors for budgeted supplies, other direct operating expenditures, library materials, and Capital Items sufficient to operate the library in accordance with the policies and guidelines approved by the Town.

Under the general direction of the Mayor, HPL shall provide, by and through its own employees ("HPL Staff"), any labor HPL deems necessary for the administration and management of the library. The cost of the HPL Staff shall be paid by HPL. HPL shall have the sole and absolute right to hire and/or terminate the employment of the HPL Staff from time to time to perform work under this Contract. HPL shall have the sole obligation to employ, direct, control, supervise, manage, evaluate, discharge, and compensate all of its employees, and the Town shall have no control of or supervision over the employees of HPL. The relationship of the Parties shall at all times be that of independent contractors. Nothing herein shall be construed as establishing partnership, joint venture, agency, employment, joint employership, or other relationship. HPL will provide the Town upon request recommendations for the appropriate staffing levels required to keep the library open to the public for the number of hours currently in force. In the event the Town reduces the library budget or does not provide appropriate staffing levels to support the current hours in force, HPL shall not be required to operate the library for the number of hours currently in force. The Town, in its sole discretion will determine and provide the appropriate staffing levels to keep the library open to the public for the number of hours currently in force.

B. Scope of Work

1. **Administration and Operations** – Develop and maintain effective working relationships with East Hartford library staff, community groups, and Town officials.
2. **Meetings**—HPL Chief Executive Officer or designee will attend regular meetings at the request of the Town, based upon a mutually agreed schedule.
3. **Fiscal Responsibility:**
 - a. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes, as may be appropriate, subject to the approval of the Mayor.

- b. Lead preparation of annual operating and capital budget requests.
- c. Continue to seek innovative means of adding value to the Town's library system through innovative, impactful programming.
- d. Seek and identify additional revenue sources to support library operations.

4. Reporting:

- a. Prepare and provide regular reports to the Town describing library activities.
- b. Prepare and provide timely statistical reports to the Town on library activities.

5. Staff Development and Coaching:

- a. Support the professional development of all library staff in accordance with the level of funding within the East Hartford library's operating budget

6. Public Services:

Public Services to be provided in accordance with the level of funding within the East Hartford library's operating budget.

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- a. Provide prompt, friendly and, accurate assistance in the use of the library.
- b. Provide prompt and accurate circulation information and reference services.
- c. Provide requested materials promptly.
- d. Deliver innovative and impactful programs and services that meet the community needs.

7. Collections

Collection oversight to be provided in accordance with the level of funding within the East Hartford library's operating budget.

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- 7.a. Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established collection development policies.

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8. Programming

Programming to be provided in accordance with the level of funding within the East Hartford library's operating budget.

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- 9. Provide high quality, effective programs of interest to the community.

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9.10. **Information Technology**- Effectively manage IT resources and develop plans to maintain sufficient hardware, software, network, telecommunications, and other resources necessary to support the library's mission, including its web presence.

10.11. **Marketing** – Effectively disseminate information and promote use of the library, its resources, and services.

11.12. **Facilities** – Work with library staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.


D. Excluded Costs

The Town shall be responsible for the following:

- (a) Any costs, expenses, damages or losses occurring prior to the Effective Date.
- (b) Any Capital Items, which shall mean any capital acquisitions, improvements, or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures, or leasehold improvements of the Library, except that such Capital Items proposed by HPL for the library's benefit shall be approved by the Town and paid for by Town.
- (c) Any amount of costs for unbudgeted repairs, emergency repairs, maintenance, and/or upkeep of Capital Items owned by the Town.
- (d) Any lease expenses, loss prevention, vehicle purchase, janitorial services, utilities, and insurance.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 12, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Ordinance Committee

The Town recently sold \$14.8M of 10-year General Obligation bonds at an interest rate of 1.54% and \$6.2M of a 6-year General Obligation Refunding bonds at 1.18% in addition to receiving \$1.5M bond premium, and a \$192k reduction in the current year debt service.

Please leave room on the October 18, 2016 town council meeting for a presentation regarding the details of this sale, a descriptive narrative of the town's bond rating, and an explanation of the bond rating methodology and process.

In addition by way of this memo please refer Section 10-52, Retiree Trust Fund, of the Town of East Hartford ordinances to the ordinance committee for an increase to the OPEB trigger, as described in subsection (b) of the above referenced ordinance, from eight percent to ten percent.

Thank you


Cc: M. Walsh, Finance Director



MEMORANDUM

DATE: October 7, 2016

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **Bond Sale Communication, Bond Rating Methodology & Referral to Ordinance 10-52 – Other Post-Employment Benefits Trust**

As you are aware, the town recently sold \$14.8M of 10-year General Obligation bonds and \$6.2M of 6-year General Obligation Refunding bonds with the town seeing record low interest rates of 1.54% and 1.18% respectively including receipt of a \$1.5M bond premium and a \$192k reduction in the current year debt service.

As it relates to the sale and the town's bond rating, here is a PowerPoint presentation describing the ratings methodology used to assess the town's creditworthiness based on our financial condition. There are many positives in the report and there are a few items we as a community need to work on in order to continue to earn our Aa2 bond rating.

To that end, please accept the following:

1. A press release dated October 3 communicating the details of the town's bond sale
2. The Moody's narrative of the town's bond rating dated September 9, 2016
3. A PowerPoint presentation describing the bond rating methodology and process
4. Below, a referral to the Ordinance Committee to increase the OPEB trigger to 10%

With respect to item 4 above, please accept the following: in June of 2008, the Town Council adopted the following ordinance:

Section 10-52. Retiree Benefit Trust Fund.

- (a) There is established a Retiree Benefit Trust Fund. The purpose of the fund is to provide funds to meet long-term obligations of the Town of East Hartford regarding health benefits provided to retired town employees in accordance with provisions for such benefits contained in any agreement between town employees and the Town of East Hartford.

(b) Income to such fund shall include any amounts appropriated to such fund by the town council or as provided in this subsection and any return on investments of such funds. If, at the close of any fiscal year, the undesignated reserve fund for the town exceeds eight percent of the total budget appropriation for such fiscal year, the budget surplus in such fiscal year, as verified by the town auditors, shall be appropriated to the Retiree Benefit Trust Fund.

(c) Expenses of such fund shall include those expenses necessary for the maintenance and administration of the fund, including but not limited to actuary and consulting fees. Fund expenses shall not include compensation of any town employee or other general office-related expenses unless approved by the Town Council.

With respect to the aforementioned ordinance, specifically subsection (b), we respectfully request that the section which calls for an OPEB contribution when the Undesignated Reserve Fund for the town exceeds eight percent be increased to ten percent in an effort to further stabilize the town's financial position on a long-term basis.

Should you have any questions or problems on the aforementioned, please feel free to contact me at 860-291-7246.

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

Town of East Hartford Issues Bonds

\$14,835,000 of General Obligation and \$6,225,000 of Refunding Bonds issued by the Town

For Immediate Release

Monday, October 3, 2016

Contact: Marcia A. Leclerc, Mayor, Town of East Hartford
Donald Currey, Treasurer, Town of East Hartford
Michael P. Walsh, Director of Finance, Town of East Hartford

On Wednesday, September 28, 2016, the Town of East Hartford successfully sold \$14,835,000 of General Obligation Bonds and \$6,225,000 in Refunding Bonds.

The General Obligation Bonds were sold at a total interest cost of 1.54% while the refunding Bonds were sold at a total interest cost of 1.18% producing interest savings on the existing bonds of \$212,858 without increasing the life of the bonds.

Raymond James, a diverse financial services company based in St. Petersburg Florida served as the underwriter on the transaction with over 30 different investment firms ultimately buying the Town's bonds. The Town's bond rating is AA2 as recently reaffirmed by Moody's Investor Service of New York.

Mayor Marcia Leclerc was extremely pleased with the interest rate secured by the Town on the bonds sold and commented, "Today, the town issued debt to provide a permanent funding source for important infrastructure projects like our annual road resurfacing initiative and was able to lock in record low interest rates. These low rates allow the town to provide vital services to residents while keeping the cost to do so as low as possible."

Town Treasurer Donald Currey was equally pleased on the bond sale and commented, "Returning to the position of Treasurer and overseeing this bond sale, it was again gratifying to see that bond investors still view the town as a desired place to invest their capital. The town's financial stability and 10 year payoff of bonded debt once again combined to reward our community with record low interest rates."

Independent Bond and Investment Consultants of Madison led by Advisor William Lindsay served as the Bond Advisors to the town on the sale and the law firm of Robinson and Cole of Hartford, led by Attorney David Panico handled the legal aspects of the transaction.

CREDIT OPINION

9 September 2016

New Issue

Rate this Research


Contacts

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 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

East Hartford (Town of) CT

New Issue - Moody's Assigns Aa2 to East Hartford, CT's GO Bonds

Summary Rating Rationale

Moody's Investors Service has assigned Aa2 to the Town of East Hartford, CT's \$20.9 million General Obligation Bonds, Issue of 2016, Series A and General Obligation Refunding Bonds, Issue of 2016, Series B. Moody's affirms the Aa2 rating on the approximately \$21 million of rated outstanding general obligation (GO) debt.

The Aa2 long-term rating reflects the continued stability of the town's financial position although reserve levels are below average, manageable long-term liabilities and sound financial practices in addressing long-term liabilities. The rating also considers the town's sizeable tax base which includes a significant commercial component and below average wealth and income indices of residents. The rating also favorably incorporates the town's proximity to the state capital.

Credit Strengths

- » Maintenance of stable financial position
- » Sizeable tax base
- » Rapid amortization of principal on outstanding debt
- » Sound OPEB funding policy
- » Recent investment by largest taxpayer and employer demonstrating long-term commitment to town

Credit Challenges

- » High tax payor concentration
- » Below average reserve levels
- » Weak tax base trends
- » Below average wealth and income indices
- » Elevated debt burden

Rating Outlook

Moody's does not generally assign outlooks to local government credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

- » Sustained increase in reserves and liquidity
- » Increase in income levels, wealth or size of the economy

Factors that Could Lead to a Downgrade

- » Structurally imbalanced operations resulting in erosion of reserves
- » Material increase in debt leading to a loss of financial flexibility
- » Deterioration of the town's tax base and demographic profile
- » Growth in pension and OPEB liabilities

Key Indicators

Exhibit 1

East Hartford (Town of) CT	2011	2012	2013	2014	2015
Economy/Tax Base					
Total Full Value (\$000)	\$ 4,288,595	\$ 3,966,619	\$ 3,849,203	\$ 3,936,907	\$ 3,829,880
Full Value Per Capita	\$ 83,940	\$ 77,517	\$ 75,120	\$ 76,876	\$ 74,680
Median Family Income (% of US Median)	90.7%	92.6%	93.4%	92.2%	92.2%
Finances					
Operating Revenue (\$000)	\$ 164,413	\$ 178,618	\$ 184,846	\$ 191,742	\$ 197,069
Fund Balance as a % of Revenues	8.2%	8.5%	7.9%	7.6%	8.3%
Cash Balance as a % of Revenues	11.9%	13.1%	11.0%	11.7%	13.0%
Debt/Pensions					
Net Direct Debt (\$000)	\$ 56,531	\$ 60,368	\$ 53,495	\$ 66,272	\$ 61,790
Net Direct Debt / Operating Revenues (x)	0.3x	0.3x	0.3x	0.3x	0.3x
Net Direct Debt / Full Value (%)	1.3%	1.5%	1.4%	1.7%	1.6%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	0.9x	1.1x	1.3x	1.5x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	4.1%	5.4%	6.5%	8.0%

Note: Fund balance is available fund balance in the General Fund.
Source: Town's audited financial statements, Moody's Investors Service

Detailed Rating Considerations

Economy and Tax Base: Strong Commercial/Industrial Presence and Below Average Wealth and Income Indicators

East Hartford benefits from its close proximity to the state capitol, Hartford (Baa1 negative) as well as its easy access to major transportation routes, including I-84 and I-91. The tax base has a notable commercial and industrial presence including 77 diversified manufacturing firms and 1,850 small businesses. The town also has a number of companies and organizations with significant operations in town (>250 employees) including Pratt & Whitney, United Technologies Research Center, Goodwin College, Coca-Cola Bottling, Bank of America, Riverside Health Center, and Xerox.

The town's sizeable \$3.8 billion tax base (the equalized net taxable grand list) has experienced an average 2.3% decrease over the last five years driven not only by weakness in the real estate market but also depreciation in personal property and expansion of Goodwin College resulting in taxable property becoming tax-exempt. Favorably, the assessed value, which the tax levy is based on, has experienced a 10 year average increase of 1.9% including 1.6% growth to \$2.7 billion in fiscal 2017.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

Management reports a few major projects in various stages of development. One of the larger projects is The Outlet Shops at Rentschler Field which is expected to begin construction this year. The first phase is a 10 building, 425,000 square foot outlet center for up to 100 retailers. While tax incentives will limit some of the financial benefit in the first 10 years, this project will be of long-term importance to the town. Additionally, Goodwin College is proposing the construction of a marina and a mixed use development project. In 2015, the college opened a Business and Manufacturing Center.

While the taxbase is highly concentrated with the top ten taxpayers comprising 26% of the assessed value, its top taxpayer, Pratt & Whitney, a global manufacturing company, has shown a strong commitment to maintaining its presence of 7,000 employees in East Hartford and expanding. Pratt & Whitney, a subsidiary of United Technologies Corporation (A3 stable), at 13.4% of the tax base, is currently constructing a new \$150 million, 425,000 square foot headquarters for its aircraft subsidiary. Pratt & Whitney is also undertaking a \$50 million, 100,000 square foot expansion of its United Technologies Research Center building. Both projects have an expected completion date of early 2017 and will not likely generate material additional tax revenues as they are located in an enterprise zone but contribute to the stability and growth of the overall local economy.

Wealth and income indices are both weak for the rating category. Median family income as a percentage of US levels is 92% compared to the Aa2 national median of 131%. Similarly, wealth, as measured by full value per capita, is \$74,680, 68% of the US Aa2 median. Unemployment in East Hartford has historically trended higher than US and state levels, with the 10 year average differential between the town and state's unemployment rate at nearly 200 basis points. As of June 2016, the town's unemployment rate was 7.7% compared to 5.9% for the state and 5.1% for the US.

Financial Operations and Reserves: Stable Operations with Below Average Reserves

We expect the town's fiscal position to remain stable given history of conservative budgeting. Reserves however will likely not increase meaningfully as a town ordinance directs year end surpluses into an OPEB trust fund when fund balance exceeds 8% of expenditures. The trend of generally stable fund balance levels is a key consideration in our rating assessment and any further declines in reserves from projected fiscal 2016 levels would put strong downward pressure on the rating.

Fiscal 2015 results were favorable and although the town had a supplemental appropriation of fund balance, the town was still able to generate a \$1.7 million General Fund surplus. Available fund balance increased to \$16.3 million or 8.2% of revenues. Positive variances were evenly split between revenues and expenditures.

The fiscal 2016 budget grew 1.6% over the final amended fiscal 2015 budget. The adopted budget included a modest 1% mill rate increase with no appropriation of reserves. The revised budget during the fiscal year included a \$2.2 million supplemental appropriation of fund balance with \$1.6 million allocated to its OPEB trust fund. Management estimates fund balance will decline by approximately \$0.8 million to \$15.5 million as \$1.4 million in favorable revenue and expenditure variances mitigated this \$2.2 million supplemental spending and transfers. As previously indicated, further reserve declines would cause downward rating pressure.

The fiscal 2017 budget increased 1.2% over the revised fiscal 2016 adopted budget with no appropriation of fund balance and no change in the mill rate. Subsequent to the passage of the town's budget, the state adopted its budget, making additional state aid cuts. As a result, the town overbudgeted for state aid by \$1.5 million (representing lower than 1% of the budget). Favorably, the town is proactively addressing this shortfall by implementing across the board cuts throughout town departments.

On September 7th, the State Superior Court ruled that the educational funding system in Connecticut needs to be revamped and to propose a new funding formula within 180 days. While the reforms are yet to be determined, East Hartford, which is a party to the lawsuit, will likely be favorably affected from a funding perspective as the town has a number of underperforming schools.

The town's largest revenue source is property taxes accounting for 62% of fiscal 2016 general fund expenditures. The town has an above average exposure to the State of Connecticut (Aa3 negative) with one-third of its revenues comprised of state aid. While the town expects to see an increase in state aid in fiscal 2017, this could become a financial pressure point if state level challenges persist and aid is reduced. Education is the largest expenditure line item at 53% of fiscal 2015 General Fund expenditures followed by general government costs at 18%.

LIQUIDITY

Liquidity is adequate with \$25.6 million in cash (or 13% of revenues) in the General Fund as of fiscal year end 2015.

Debt and Pensions: Manageable Fixed Costs But Pension Liability Is Growing

The debt burden (taking into account the issue of 2016 and capital leases at fiscal 2016 yearend) at 1.9% is elevated compared with Aa2 Connecticut medians (1.4%) and national medians (1.0%). We expect debt levels to remain affordable due to the rapid payout of principal and manageable bonding levels included in the capital improvement plan (CIP). Amortization of principal is rapid at 97% of principal over the next decade and the \$148.5 million CIP proposes an affordable \$58 million in bonded debt through fiscal 2021.

Fixed costs (comprised of debt service, OPEB contributions and actuarially determined contributions for pensions) are not overly burdensome comprising 12% of expenditures in fiscal 2015.

DEBT STRUCTURE

All of the town's debt is fixed rate. The town has a \$17 million private placement outstanding which is a GO obligation of the town. The terms are consistent with the town's other outstanding GO debt and there are no acceleration provisions.

DEBT-RELATED DERIVATIVES

The town is not party to any derivative transactions.

PENSIONS AND OPEB

The town operates the Town of East Hartford Retirement System, a single-employer defined benefit plan, to provide benefits for all qualified general, fire, and police employees of the town, as well as all full-time paraprofessionals and non-certified employees of the Town of East Hartford Board of Education. The town has consistently contributed its entire actuarially required contribution (ARC), and the combined fiscal 2015 ARC for the plan was \$11 million, or a manageable 5.6% of operating expenditures. With the July 1, 2015 valuation, the contribution has been budgeted to increase to \$12.7 million. The reported funding level in this actuarial valuation is somewhat weak at 58%, down from 68% in 2011.

The 2015 adjusted net pension liability (3-year average), under Moody's methodology for adjusting reported pension data, is \$305 million, or a slightly elevated at 1.55 times General Fund revenues compared to the US local government city median. Moody's uses the adjusted net pension liability to improve comparability of reported pension liabilities. The adjustments are not intended to replace the town's reported liability information, but to improve comparability with other rated entities.

Continued growth in the unfunded liability would adversely affect the town's credit profile. Favorably, the town is taking steps to address this liability by closing the defined benefit plan to new hires (except public safety) and seeking plan changes during contract negotiations.

The town's unfunded OPEB liability is \$131.6 million as of July 1, 2015. The budgeted contribution for OPEB in fiscal 2016 was \$6.9 million or one-half of the annual required contribution. The town is taking steps to address this liability with the establishment of a trust fund in 2009. The actuarial value of the assets was \$2.4 million as of the July 2015 valuation date however, the town made an additional \$1.6 million contribution in January 2016 per a town ordinance which requires the transfer of any reserves to the trust fund if undesignated balance exceeds 8% of budgeted appropriations.

Management and Governance

Town management is experienced and has demonstrated conservative financial management including its focus on addressing its pension and OPEB liabilities.

Connecticut cities and towns have an institutional framework score of "Aa," or strong. Revenues are highly predictable and stable, due to a large reliance on property taxes. Cities additionally benefit from high revenue-raising ability due to the absence of a statewide property tax cap. Expenditures primarily consist of personnel costs as well as education costs for those cities that manage school operations, and are highly predictable due to state-mandated school spending guidelines and employee contracts that dictate costs. Expenditure reduction ability is moderate as it is somewhat constrained by union presence.

Legal Security

The bonds are secured by the town's unlimited tax general obligation pledge.

Use of Proceeds

The bonds will be used to fund road improvements (\$14.8 million) and refund a portion of the town's outstanding GO debt (\$6.1 million).

Obligor Profile

East Hartford is located east of the capital and has a population of 51,211.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Ratings Methodologies page on www.moody.com for a copy of this methodology.

Ratings

Exhibit 2

East Hartford (Town of) CT

Issue	Rating
General Obligation Bonds, Issue of 2016, Series A	Aa2
Rating Type	Underlying LT
Sale Amount	\$14,839,000
Expected Sale Date	09/28/2016
Rating Description	General Obligation
General Obligation Refunding Bonds, Issue of 2016, Series B	Aa2
Rating Type	Underlying LT
Sale Amount	\$6,075,000
Expected Sale Date	09/28/2016
Rating Description	General Obligation

Source: Moody's Investors Service

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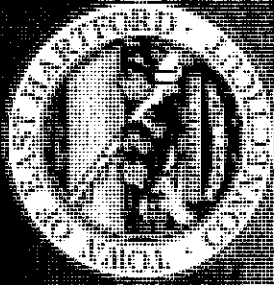
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REPORT NUMBER 1040714



Town of East Hartford
Bond Rating Methodology Presentation
As of October, 2016



Bond Rating Methodology

We are a Aa2 credit, so where are we today?

the continued stability of the town's financial position ↑

↓
although reserve levels are below average

↑
manageable long-term liabilities and sound financial practices

the town's sizeable tax base which includes a significant commercial component ↑

↓
below average wealth and income indices of residents.



Bond Rating Methodology

Credit Strengths

- » Maintenance of stable financial position
- » Sizeable tax base
- » Rapid amortization of principal on outstanding debt
- » Sound OPEB funding policy
- » Recent investment by largest taxpayer demonstrating long-term commitment to town



Bond Rating Methodology

Credit Challenges



- » High tax payer concentration
- » Below average reserve levels
- » Weak tax base trends
- » Below average wealth and income indices
- » Elevated debt burden



Bond Rating Methodology

Factors that Could Lead to an Upgrade

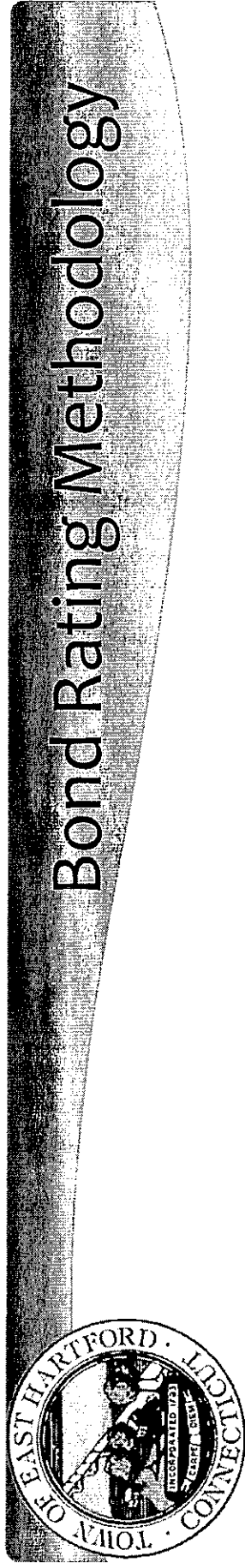
- » Sustained increase in reserves and liquidity
- » Increase in income levels, wealth or size of the economy



Bond Rating Methodology

Factors that Could Lead to a Downgrade

- » Structurally imbalanced operations/erosion of reserves
- » Material increase in debt/loss of financial flexibility
- » Deterioration of the town's tax base
- » Growth in pension and OPEB liabilities



Bond Rating Methodology

From the Moody's Report:

“Wealth and income indices are both weak for the rating category. Median family income as a percentage of US levels is 92% compared to the Aa2 national median of 131%. Similarly, wealth, as measured by full value per capita, is \$74,680, 68% of the US Aa2 median. Unemployment in East Hartford has historically trended higher than US and state levels. As of June 2016, the town's unemployment rate was 7.7% compared to 5.9% for the state and 5.1% for the US.”



Bond Rating Methodology

Financial Operations and Reserves: Stable Operations with Below Average Reserves

We expect the town's fiscal position to remain stable given history of conservative budgeting. Reserves however will likely not increase meaningfully as a town ordinance directs year end surpluses into an OPEB trust fund when fund balance exceeds 8% of expenditures. The trend of generally stable fund balance levels is a key consideration in our rating assessment and any further declines in reserves from projected fiscal 2016 levels would put strong downward pressure on the rating.



Bond Rating Methodology

PENSIONS AND OPEB

Continued growth in the unfunded liability would adversely affect the town's credit profile. Favorably, the town is taking steps to address this liability by closing the defined benefit plan to new hires (except public safety) and seeking plan changes during contract negotiations.

New GO Scorecard Overview - Factors, Subfactors and Weights

Factors & Sub-Factors	Weights
Factor 1: Economy/Tax Base	
Full Value (Market Value of taxable property)	30%
Full Value per Capita	10%
Median Family Income	10%
Factor 2: Finances	
Fund Balance as % of Operating Revenue	30%
5 Year Dollar Change in Fund Balance as % of Revenues	5%
Cash Balance as % of Revenues	10%
5 Year Dollar Change in Cash Balance as % of Revenues	5%
Factor 3: Management Institutional Framework	
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	20%
	10%
Factor 4: Debt/Pensions	
Net Direct Debt / Full Value	20%
Net Direct Debt / Operating Revenue	5%
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value	5%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues	5%

Bond Rating Methodology



	Median	East Hartford Town, CT
General Entity Information	2015	2015
Current Senior Most Rating*	Aa2	Aa2
Per Capita Income (2010 Census)	38,945	24,373
Per Capita Income as % of State (2010 Census)	105.9	66.3
Per Capita Income as % of U.S. (2010 Census)	142.5	89.2
Median Family Income (2010 Census)	97,500	57,848
Median Family Income as % of State (2010 Census)	115.8	68.7
Median Family Income as % of U.S. (2010 Census)	154.8	91.8
Median Home Value (2010 Census)	321,500	193,000



Bond Rating Methodology

	Median	East Hartford Town, CT
Financial Data : Financial Statistics & Ratios	2015	2015
Total General Fund Revenues (\$000)	52,838	197,794
Total General Fund Balance (\$000)	6,607	16,296
General Fund Balance as % of Revenues	13.2	8.2
Available General Fund Balance (\$000)	6,411	16,296
Available GF Fund Balance as % of Revenue	13.2	8.2
Cash & Investments (\$000)	18,129	40,938
General Net Cash as % of General Revenues	17.6	13.0

Bond Rating Methodology



	Median	East Hartford Town, CT
Financial Data : Debt Statistics & Ratios	2015	2015
Direct Net Debt Outstanding (\$000)	28,955	61,790
Direct Net Debt Per Capita (\$)	1,762	1,205
Direct Net Debt as % of Full Value	1.4	1.6
Overall Net Debt Outstanding (\$000)	28,955	133,940
Overall Net Debt Per Capita (\$)	1,967	2,612
Debt Burden (Overall Net Debt as % Full Value)	1.1	3.5
Debt Service as % of Operating Expenditures	4.8	4.8
Payout, 10 Years, General Obligation Debt (%), Current Value	85.3	97.0
Total Full Value (\$000)	2,078,413	3,829,880
Full Value Per Capita (\$)	143,641	74,680
Average Annual Increase in Full Value (%)	-1.2	-2.7
Top Ten Taxpayers as % of Total	7.6	23.6



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 12, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: REFERRAL: Fees Committee

Over the past several years the Town has embarked upon a review of several departments' fee schedules. During this review it was determined that our fees are not in line with surrounding towns, nor do the current fees cover the costs associated with the processing or overhead required. Therefore I recommend that the attached proposed Health Department fees be referred to the Fees Committee for approval and implementation.

Thank you.

Cc: J.Cordier, Director of Health and Social Services

PROPOSED HEALTH DEPARTMENT FEES SCHEDULE

FOOD SERVICE FEES

FOR RESTAURANTS, CATERERS, GROCERY STORES AND ITINERANT VENDORS:

JUSTIFICATION

In determining this new schedule, we elected not to use a comparative analysis of other Connecticut municipalities and health districts, as many of them are in the process of updating their fee schedules – making points of reference a moving target. Two of the most recent municipal and district schedules we did find however, were Darien (FY 2016) and the Pomperaug Health District (FY 2017). Their schedules are similar to our proposed schedule. We chose, rather, to employ an empirical, defensible and more accurate determination based upon the actual number of employee hours expended during the conduct of each type of inspection, and factors including administrative time, inflation since the last fee update in 2010 and the rate of revisits resulting from compliance issues.

TABLE 1.

Health Inspectors	Hourly Wage
J. Cordier	44.87
M. O'Connell	42.58
N. Wheeler	38.25
A. Trojanowski	38.25
Total	$163.95 / 4 = 40.99$ rounded to 41.00 Inspector's composite hourly wage

Table 2.

Average Inflation Rate, By Year, Since 2010 (the last time the HSS Fee Schedule was updated)*

2010	1.64%
2011	3.16%
2012	2.07%
2013	1.47%
2014	1.62%
2015	0.12%
2016	1.03% (to date)

Total 11.11% Inflation over the last 6.5 years

Table 3.

Number of Hours Expended for Each Food Service Establishment Inspection, By Class**

Class 1. 1.725 hrs., including inspection (1.0 hrs.), administrative time (.5 hrs. for write-up, filing and submission of reports) ,and .225 hrs.to account for an average 15% compliance revisit, failure and re inspection factor (1.5 hrs. x 15% = .225 hrs.).

Class 2. 2.30 hrs., including inspection (1.5 hrs.), administrative time (.5 hrs. for write-up, filing and submission of reports) , and .30 hrs. to account for an average 15% compliance revisit, failure and re inspection factor (2.0 hrs. x 15% = .30 hrs.).

Class 3. 3.15 hrs., including inspection (2.25 hrs.),plus administrative time (.5 hrs. for write-up, filing and submission of reports and .413 hrs. to account for an average 15% compliance revisit, failure and re inspection factor (2.75hrs. x 15% = .413 hrs.). (2.25 + .5 + .413 = 3.163 hrs. rounded to 3.15 hrs.)

Class 4. 3.15 hrs., including inspection (2.25 hrs.), plus administrative time (.5 hrs. for write-up, filing and submission of reports and .413 hrs. to account for an average 15% compliance revisit, failure and re inspection factor (2.75 hrs. x 15% = .413 hrs.). (2.25 + .5 + .413 = 3.163 hrs. rounded to 3.15 hrs.)

****An assessment parameter for Travel Time (.5 hrs. per inspection) was not included in the fees calculations. HACCP (Hazardous Analysis of Critical Control Points) - type of inspections are being promulgated by the State Department of Public Health – they consume the better part of a workday and have not been factored into this fee restructuring. Also, DPH is in the process of mandating to Local**

Health Departments the enforcement of the Federal Food Service Inspection Code, which entails a more involved, lengthier inspection process. This was not factored into our fees calculations at this time.

Table 4.

State Health Code Annual Food Service Inspection Requirements, by Class

Food Service Establishments, by Class	Number in Class	Number of Inspections Required per Year
Class I	72	1*
Class II	16	2*
Class III	82	3*
Class IV	92	4*

*Re inspection is required after two failures, defined as an overall score of less than 80% or one or more four point violations.

Table 5.

Annual Licensure Fee Determination for Food Service Establishments

Class I	1.725 hrs. x 41.00 per hr. x 1.11 inflation x 1 inspection per year =	78.50 rounded to	100.00
Class II	2.30 hrs. x 41.00 per hr. x 1.11 inflation x 2 inspections per year =	209.35 rounded to	210.00
Class III	3.15 hrs. x 41.00 per hr. x 1.11 inflation x 3 inspections per year =	430.07 rounded to	430.00
Class IV	3.15 hrs. x 41.00 per hr. x 1.11 inflation x 4 inspections per year =	573.42 rounded to	575.00

Table 6.

Existing Food Service Operation Licensure Fees		Proposed FSO Fees
Class I	100.00	100.00
Class II	200.00	210.00
Class III	300.00	430.00
Class IV	400.00	575.00

Plan Review Fees for Class III and IV Facilities (new or after remodeling)

Existing	150.00	Proposed	180.00
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41.00 x 4 hrs. for review, site inspection, administration and processing x 1.11 inflation = 182.04

Late Fee for Food Service Renewal (after January 1st, same as new applicant)

Existing	50.00	Proposed	55.00
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50.00 x 1.11 inflation factor = 55.50

Temporary License A – submitted 2 weeks or more in advance

Existing	75.00	Proposed	100.00
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Temporary License B - submitted less than 2 weeks prior to event

Existing	100.00	Proposed	125.00
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90% of these inspections/licensures occur after normal working hours, involving time-and-a-half with a minimum of two hours, plus ½ hr. travel time. Therefore, 2.0 hrs. x 1.5 OT x 41.00 = 123.00. We will limit the increases to the amounts stated above out of respect for the majority of these vendors being non-profit and civic organizations.

Re inspection Fee after two inspection failures

Existing	100.00	Proposed	110.00
-----------------	---------------	-----------------	---------------

100.00 x 1.11 inflation factor = 111.00

After closure or change of ownership same fees as new establishment

OTHER FEES

	Current	Proposed
Daycare Center Environmental Inspection	100.00	100.00
Group Home Inspection	100.00	100.00
Kennel License	100.00	100.00

Public Pool License	100.00	125.00
School Inspection	100.00	100.00
Soil Test Observation	100.00	100.00
Subsurface Sewage Plan Review and Approval	100.00	100.00

Table 7.

Estimated Revenues for FSO Licensure for FY 17-18

Class I	72 FSOs x 100.00 =	7,200.00
Class II	16 FSOs x 210.00 =	3,360.00
Class III	82 FSOs x 430.00 =	35,260.00
Class IV	92 FSOs x 575.00 =	52,900.00
Temp. Licenses	85 FSOs x 100.00 =	8,500.00
Sub-total FSO		107,220.00
Other Health Fees (Pools, etc.)		2,000.00
Total		109,220.00
FY 14-15 Revenues		67,380.00
FY 15-16 Revenues, estimated		70,000.00
Estimated New Revenues		39,220.00 (109,220.00 – 70,000.00)