

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 18, 2022

REVISED 10/17/2022

7:00 PM Executive Session

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**This Town Council meeting is accessible through "Microsoft Teams" 929-235-8441
Conference ID: 501 610 545# or click on this link: [Click here to join the meeting](#)**

**This meeting can be viewed through Comcast channel 96 and 1090 and Frontier
channel 6018 or by clicking on <https://ehct.viebit.com>**

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 4, 2022 Regular Meeting

6. COMMUNICATIONS AND PETITIONS

- A. Ordinance 10-3(c)- Disposition of Obsolete or Broken Town-Owned
Equipment

7. OLD BUSINESS

8. NEW BUSINESS

- A. Bid Waiver: Fire Department Re: Patient Care Reporting Platform
- B. Grant Resolutions
 - 1. Department of Emergency Services & Public Protection ARPA Auto
Theft & Violence Grant Program
 - 2. Greater Hartford Transit District Dial-A-Ride Program
- C. Cost Share Agreement Between Army Corps of Engineers, City of Hartford
and Town of East Hartford re: Hartford, CT Levee Rehabilitation Project
- D. Connecticut Land Mobile Radio Network Agreement
- E. Amusement Permit Application Re: Hartford Harley-Davidson "Hog-O-
Ween"

**F. Real Estate Acquisition and Disposition Committee- Town Council
Acting as a Committee of the Whole- re: Acquisition of 26 Oxford Drive
G. Refund of Taxes**

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. The pending workers' compensation claims of former Board of Education employee, Anna Smith.
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: November 1, 2022)

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 18, 2022

7:15 PM Executive Session

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3. RECOGNITIONS AND AWARDS
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 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
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 - A. October 4, 2022 Regular Meeting
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 - A. Ordinance 10-3(c)- Disposition of Obsolete or Broken Town-Owned Equipment
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A. Other Elected Officials

B. Other Residents

C. Mayor

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EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

October 4, 2022

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

ABSENT Councillor Tom Rup

ALSO Mayor Michael Walsh
PRESENT Connor Martin, Chief of Staff
Eileen Buckheit, Director of Development
Tyron Harris, Human Resources Director
Marilyn Cruz-Aponte, Director of Public Works
Tom Baptist, Project Manager- Sustainability
Michael Dell'Accio, Project Manager, Downes Construction
Paul O'Sullivan, Grants Manager
Sarah Morgan, Library Director
Lieutenant Paul Neves, East Hartford Police
Jessica Carrero, Durational Project Manager

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:37 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

Dominic Sansome, 1026 Forbes Street, requested the East Hartford Police Department be held more accountable and provide better support to residents with regards to crime prevention. The resident recommended that the Police Department should create a police blotter to make information regarding police actions more readily available. Mr. Sansome voiced his concern for his family's safety after shots were fired the residence at 535 Brewer Street, which is near his home and asked why he was not immediately made aware of the incident. Mr. Sansome demanded more action and transparency from the Police Department. *Mayor Walsh provided answers later in the meeting.*

Connor Martin, Chief of Staff stated (1) he would provide the Mayor's update as Mayor Walsh is currently presenting at the East Hartford Woman's Club; (2) wished all a Happy Fall season; (3) Administration is encouraging that all eligible residents get their flu shots Please contact the Health Department for more information regarding the may clinics

available; (4) October is Breast Cancer Awareness Month. Information regarding early detection is available at the Health Department; (5) The new “pay at gate” system on at the East Hartford Transfer Station is on line as of October 1st. Operations have been running smoothly; (6) Parks and Recreation have updated their registration platform. Residents will need to create a new account at ehparcs.org; (7) October 8th is the Hartford Marathon. Expect road closures and delays along Main Street and the East River Drive areas; (8) The Dog Park located at Foran Park (150 Forest Street) is officially open; (9) Town offices and the transfer station will be closed on Monday October 10th in observance of Indigenous People’s Day. There will be no delay in waste pickup; (10) East Hartford Works is offering Financial Literacy Workshops on October 11th, 18th and 25th; (11) October 29th is National Drug Take Back Day. Individuals can dispose of unwanted and expired medications at the Public Safety Complex for disposal; (12) East Hartford Connects has been rebranded as “East Hartford Works” and has relocated to the first floor of the East Hartford Public Library (840 Main Street); (13) “Coffee with a Cop” will occur on October 5th at Dunkin at 639 Main Street from 8 am to 10 am; (14) Digital Inclusion Week runs from October 3 through the 7th. CT Libraries will be hosting a statewide event entitled “Advancing to Digital Equity” at the Hartford Public Library’s main branch; (15) East Hartford Public Library will be hosting LEGO Fest on Friday October 7th from 1-4pm; (16) A virtual program entitled “Fall Color Mosaics” will be presented by the Library on Wednesday October 12th; (17) A Center Cemetery tour is open to the public on Saturday October 15th at 10 am hosted by Ruth Shapleigh-Brown; (18) The Library will be hosting the Eastern Medicine Singers on Sunday October 16th at the Raymond Library lawn; (19) Town leaf collection will begin on October 31st; (20) Operation Fuel assistance is available for those in need; (21) New residents to town may visit the Public Library on October 18th for Welcome Center Hours; (22) Mobile Food Share has updated their schedule; (23) Metropolitan District Commission’s Fall Hazardous Waste Collection Day is scheduled for October 29th at 65 Pitkin Street; (24) East Hartford Youth Services is hosting Boys Council for ages 12-15 on Wednesday Evenings; (25) A virtual Zantangle Program is available via Zoom on Tuesdays through December 20th; (26) Junior Adventure Club will run from October 5 to December 14 and is currently open for registration; (27) East Hartford’s Fall Festival will occur at the Town Green on October 8th from 11 am to 3pm; (28) The Town has paused the Small Business Assistance program as of September 30th to focus on previously submitted applications; (29) Fire Prevention Week is October 9-15. Administration encourages all to stay safe.

APPROVAL OF MINUTES

September 20, 2022 Executive Session

MOTION By Sebrina Wilson
 seconded by John Morrison

to **approve** the minutes of the September 20, 2022 Executive Session.

Motion carried 8/0.

September 20, 2022 Public Hearing

MOTION By Sebrina Wilson
 seconded by Awet Tsegai

to **approve** the minutes of the September 20, 2022 Public Hearing.

Motion carried 8/0.

September 20, 2022 Regular Meeting

MOTION By Sebrina Wilson
seconded by Angie Parkinson

to **approve** the minutes of the September 20, 2022 Regular Meeting.

Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Ordinance 10-3(c)- Disposition of Obsolete or Broken Town-Owned Equipment

The Police Department has informed the Council it will be disposing of obsolete tasers as they have been introducing newer and upgraded equipment. The still functional units will be sold.

Resignation: Boards and Commissions

Annabelle Diaz has resigned from her position on the Commission on Culture and Fine Arts.

OLD BUSINESS

NEW BUSINESS

Town Hall Renovation Project

Chair Kehoe provided a recap of the previous presentations and discussions regarding the Town Hall renovation. At the September 6th Regular Meeting, the Administration provided a detailed report of bids for various portions of the project and adjustments made in an effort to provide the best possible improvements while keeping costs down. To accommodate the project, the Town will need to reallocate funds from other sources to allow the project to move forward.

Appropriation of Funds

MOTION By Don Bell
seconded by Awet Tsegai

to **adopt** the following resolution:

WHEREAS; the Town has been awarded \$24,561,068 in American Rescue Plan Act (ARPA) funds from the U.S. Treasury; and

WHEREAS; in order to most effectively use these funds, reallocations among project accounts are periodically necessary;

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make the following transfers among ARPA Accounts:

1. Transfer \$25,000.00 from "COVID Other Public Health Services" to "ARPA Unallocated Balance"
2. Transfer \$80,000.00 from "Meal Program Senior Center" to "ARPA Unallocated Balance"
3. Transfer \$20,000.00 from "Technology Upgrades" to "ARPA Unallocated Balance"
4. Transfer \$14,789.00 from "Administrative Expenses" to "ARPA Unallocated Balance"
5. Transfer \$20,000.00 from "Expansion of Staff for Senior Center" to "ARPA Unallocated Balance"
6. Transfer \$250,000.00 from "Repairs to Historic Properties" to "ARPA Unallocated Balance"
7. Transfer \$500,000.00 from "Other Nonprofits" to "ARPA Unallocated Balance"
8. Transfer \$2,639,000.00 from "ARPA Unallocated Balance" to "Town Hall HVAC Replacement"

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

Authorization of Project

MOTION By Don Bell
 seconded by Travis Simpson

WHEREAS, the Town's Department of Public Works has done an in-depth review of the current state of systems and facilities within Town Hall, has prioritized critical, necessary repairs, and has formulated a plan to effectuate such repairs (the "Town Hall Project"); and

WHEREAS, The Mayor, the Director of Public Works, and the Town Hall Project Manager (the "Administration") have made three full presentations to the Town Council outlining the Town Hall Project; and

WHEREAS, on September 20, 2022, the Administration reported to the Town Council that a cost management and value engineering review had determined that the final cost of the Town Hall Project would be \$21,600,000; and

WHEREAS, the Town currently has \$16,900,000 available in bond authorizations and ARPA allocations for the Town Hall Project; and

WHEREAS, the Town's Director of Finance, by memorandum dated September 20, 2022, a copy of which is attached hereto (the "September 20, 2022 Memorandum") has proposed funding sources to fully fund the \$21,600,000 cost of the Town Hall Project; and

WHEREAS, the Town Council appreciates the need to complete the Town Hall Project to ensure the continued viability of the East Hartford Town Hall as a public facility;

NOW THEREFORE BE IT RESOLVED: That the Town Council authorize the allocation and use of the funding sources outlined in the September 20, 2022 Memorandum for the Town Hall Project and authorize Mayor Michael P. Walsh to take all actions necessary to effectuate the Town Hall Project including the execution of construction, purchase and other related documentation.

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

The Council expressed their appreciation for the Administration's thorough efforts and diligence with regards to cost analysis and transparency. The Council requested updates on the project as it progresses.

Bid Waivers

Rise Up Mural Projects

MOTION By Harry Amadasun
seconded by Awet Tsegai

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by Section 10-7(b) and subcontract with the Rise Up group to complete 3 murals located at the large wall in Foran Park 150 Forest Street, Lord Pool House, 301 May Road and Goldstar Pool House, 1235 Forbes Street as described in a proposal provided to Council Chair Richard Kehoe by Mayor Michael P. Walsh on September 23, 2022 for the amount of \$31,000 paid out of ARPA art funds.

Motion carried 8/0.

Threads of Assumption Project

MOTION By Harry Amadasun
seconded by Travis Simpson

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by Section 10-7(b) and allow the Town to contract with MF Dynamics to implement the Threads of Assumption project, a dynamic art installation and performance examining gender bias in the community, for the sum of \$36,000, the same being in the best interests of the Town given the unique nature of the project, the exclusivity of the project to MF Dynamics, the emphasis on community participation, and the limited number of organizations currently doing interactive work of this type.

Motion carried 8/0

Senior Center Meals

MOTION By Angie Parkinson
seconded by John Morrison

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by Section 10-7(b) and allow the Department of Senior Services to purchase goods for weekly meals programs at the East Hartford Senior Center as described in a memo from Victoria Liberator, Senior Services Coordinator to Mayor Michael P. Walsh on September 19, 2022

Motion carried 8/0

Memorandum of Agreement Re: YWCA 50/50 Campaign

MOTION By Awet Tsegai
seconded by Angie Parkinson

to **approve** the Memorandum of Agreement between the Town of East Hartford and the YWCA Hartford Region, Inc., as attached to a memo dated September 19, 2022 from Michael P. Walsh, Mayor to Richard F. Kehoe, Town Council Chair with regards to their upcoming “50/50 Campaign”

Motion carried 8/0.

Agreement with CT State Library: Community Accelerator Pilot Program

MOTION By Angie Parkinson
seconded by Travis Simpson

that pursuant to Section 3.4 of the Town Charter, the Town Council **approve** the East Hartford Public Library enter into a Letter of Commitment with the CT State Library for the Community Accelerator Pilot Program as detailed in a memo from Sarah Morgan, Library Director to Mayor Michael P. Walsh dated September 23, 2022.

Motion approved 8/0.

Distracted Driving High Visibility Enforcement Grant

MOTION By Awet Tsegai
seconded by Angie Parkinson
to **adopt** the following resolution:

WHEREAS, the State of Connecticut Department of Transportation (CT DOT) and the National Highway Traffic Safety Administration (NHTSA) are offering grant funds to municipal police departments to participate in the FY 2023 Distracted Driving High Visibility Enforcement Campaign; and

WHEREAS, this campaign will focus on motorists who choose to ignore Connecticut’s hand-held mobile phone ban; and

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 DOT and NHTSA as they pertain to the 2023 Distracted Driving High Visibility Enforcement Campaign.

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

Appointments/Reappointments: Boards and Commissions

Central Regional Tourism District

MOTION By Sebrina Wilson
 seconded by Angie Parkinson

to **approve** the following appointment to the Central Regional Tourism District Board of Directors:

D – Brittney Cavaliere – 440 Brewer Street – 2022-25 term

Motion carried 8/0.

Town Boards and Commissions

MOTION By Sebrina Wilson
 seconded by Angie Parkinson

to **approve** the following:

Appointments

Commission on Aging

D – Maryann Larson – 236 Main Street – term to expire 12/22

Commission on Culture and Fine Arts

D – Amanda Ackley – 63 Garvan Street – term to expire 12/22

Re-Appointment

Zoning Board of Appeals

D – Fady El-Hachem – 65 Sedgwick Road – term to expire 12/23

Motion carried 8/0

Amusement Permit Applications

Community Meet and Greet- Charity SDA Church

MOTION By Awet Tsegai
 seconded by Angie Parkinson

to **approve** the outdoor amusement permit application and under the provisions of Town Ordinance 5-6(a); **waive** the associated permit fee for the event entitled “Community Meet and Greet” as submitted by Scott Sansom, Chief of Police, scheduled for Sunday, October 9, 2022 from 1:00 pm to 5:00 pm on the premises of the Charity Seventh-day Adventist Church, located at 1535 Forbes Street, 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.

Eastern Medicine Singers Performance

MOTION By Angie Parkinson
 seconded by Awet Tsegai

to **approve** the outdoor amusement permit application for the event entitled “Eastern Medicine Singers Performance” as submitted by Scott Sansom, Chief of Police, scheduled for Sunday, October 16, 2022 at 3:00 pm at Raymond Library, 840 Main Street in honor of Indigenous Peoples Day, 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 Travis Simpson

to approve a total refund of taxes in the amount of \$149,975.06 pursuant to Section 12-129 of the Connecticut General Statutes.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int	Over Paid
2021-03-0050142	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2018/3GNAXVEV1JL321235	0	-269.09
2021-03-0050147	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2018/1G6KJ5R66JU156096	0	-870.33
2021-03-0050149	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2019/1GYKNDRS9KZ206030	0	-356.26
2019-03-0050743	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMYU94186KC74246	0	-67.50
2020-03-0050685	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMYU94186KC74246	0	-67.50
2021-03-0050717	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMYU94186KC74246	0	-48.69
2021-02-0040210	BANC OF AMERICA L&C LLC	PO BOX 105578	ATLANTA,GA 30348-5578	67 BURNSIDE AVE	0	-14,868.66
2021-01-0001451	BLANCO ANGEL & BENEVIDES CARISSA	111 OAK ST	HARTFORD, CT 06106	14 MELROSE ST	0	-2,372.88
2021-03-0054501	BRUKO ILDA	62 HUCKLEBERRY RD	EAST HARTFORD, CT 06118-3544	2010/1N6AD0CW9AC424511	0	-23.02
2020-03-0055960	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/1C6RR7T3J5261177	0	-1,044.90
2021-03-0056227	CHARLTON DAMANY A	35 NORTHBROOK CT	EAST HARTFORD, CT 06108-1154	2008/1J8GN58K48W256713	0	-24.02
2021-03-0056817	COLGATE BRUCE D	1600 HOPMEADOW ST APT 33	SIMSBURY, CT 06070	2012/5TFUYF517CX233232	0	-40.00
2021-03-0057334	CONSALVO AUGUSTUS J	49 TIMBER TRL	EAST HARTFORD, CT 06118-3558	2010/1FDXE4F59ADA37702	0	-29.18
2021-03-0057786	CRAIG DEANE W	570 57TH AVE LOT 270	BRADENTON, FL 34207	2009/1G6DH577390138125	0	-15.19
2021-03-0058334	DAIMLER TRUST	14372 HERITAGE PARKWAY	FORT WORTH, TX 76177	2018/55SWF4KB9JU253012	0	-562.86
2021-03-0058343	DAIMLER TRUST	14372 HERITAGE PARKWAY	FORT WORTH, TX 76177	2019/WDDSJ4GB2KN740343	0	-770.94
2020-03-0060404	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2018/1GCVGBFP2J1279548	0	-364.50
2020-03-0060405	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2016/5PVNJ8JV4G4561694	0	-1,016.56
2020-03-0060407	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3N6CM0KN9LK699889	0	-547.20
2020-03-0060408	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3VWCS7BU1KM027843	0	-534.60
2020-03-0060409	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3VWCS7BU5KM076673	0	-490.05
2020-03-0060410	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4B3KC139160	0	-510.76
2020-03-0060411	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4CV2KC143571	0	-449.10
2020-03-0060412	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5NPD84LF4KH428175	0	-504.46
2020-03-0060413	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3FA6POCD0KR181419	0	-319.96
2020-03-0060414	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCG5KR611955	0	-402.75
2020-03-0060415	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/4T1B11HKXKU216799	0	-618.75
2020-03-0060416	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KM8K1CAAXKU281973	0	-392.41
2020-03-0060417	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2T1BURHE9KC239332	0	-400.95
2020-03-0060418	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP4KL842240	0	-257.40
2020-03-0060419	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV8LC724269	0	-542.70
2020-03-0060420	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1GKKNULS8K2248434	0	-840.60
2020-03-0060421	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1GKKNULS4K2248530	0	-840.60
2020-03-0060422	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1G1FB3D5SK0142471	0	-505.36
2020-03-0060423	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2T3P1RFV8KC003375	0	-752.41
2020-03-0060425	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KMHD84LF0KU742004	0	-183.29
2020-03-0060426	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5XXGT4L36KG283315	0	-527.86
2020-03-0060427	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G12D5T7LF004895	0	-347.41

2020-03-0060593	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY282151	0	-376.21
2020-03-0060596	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1C7N7AP8KL839020	0	-331.20
2020-03-0060597	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY322129	0	-292.51
2020-03-0060598	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KM8J2CA48KU941396	0	-641.26
2020-03-0060601	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP4KY303636	0	-376.30
2020-04-0082611	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N1B1J1CR6KW348216	0	-109.71
2020-04-0082613	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4CV4LN310552	0	-60.93
2020-04-0082640	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/1N4BL4DV2MN310632	0	-267.21
2020-04-0082668	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3KPC2A465ME131410	0	-40.73
2020-04-0082870	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84FL0H624101	0	-237.55
2020-04-0082871	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJDC3MT512271	0	-647.14
2020-04-0082872	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDZAGXKH691249	0	-458.32
2020-04-0082873	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4BV3KC245317	0	-409.41
2020-04-0082874	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV2LC702140	0	-301.95
2020-04-0082875	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84FL2LH626898	0	-379.98
2020-04-0082876	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84FL6H630419	0	-379.98
2020-04-0082877	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4EV3KC207887	0	-255.96
2020-04-0082878	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4CV4LC175522	0	-489.55
2020-04-0082879	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV3LC137471	0	-460.93
2020-04-0082880	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6P0D92LR116857	0	-412.65
2020-04-0082881	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6P0D93LR130833	0	-550.48
2020-04-0082882	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV2LC130494	0	-460.93
2020-04-0082883	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5XXGT4L3XLG387999	0	-388.80
2020-04-0082884	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV7LC122407	0	-197.68
2020-04-0082885	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJCCB5MT531477	0	-384.88
2020-04-0082886	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5YFEPMAEPM186211	0	-373.14
2020-04-0082887	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1C7N7AP8KL846548	0	-137.75
2020-04-0082888	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5XXGT4L31LG381444	0	-194.40
2021-03-0060423	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KM8J2CA48KU941396	0	-479.44
2021-03-0060662	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/1N4BL4DV2MN310632	0	-577.14
2021-03-0062422	FONG PETER H	191 GREAT HILL RD	EAST HARTFORD, CT 06108	2002/1GTEK14V12E146974	0	-18.80
2021-01-0005367	GARRETT NORMAN G & SHIRLEY	58 JEFFERSON LA	EAST HARTFORD, CT 06118	58 JEFFERSON LN	0	-900.00
2021-02-0040513	HERRERA MINI MARKET	1071 BURNSIDE AVE	EAST HARTFORD, CT 06108	1071 BURNSIDE AVE	0	-114.56
2021-03-0066377	HONDA LEASE TRUST	PO BOX 1027	ALPHATETTA, GA 30009	2019/2HGF2C8F0KH536277	0	-317.37
2021-03-0066828	HYUNDAI LEASE TITLING TRUST	PO BOX 4747	OAKBROOK, IL 60522	2021/KM8J3CAL7MU377361	0	-663.20
2021-03-0068030	JUNIOR LOPEZ FIGUEROA LLC	516 BURNSIDE AVE	EAST HARTFORD, CT 06108	2002/2T1BR12E92C577146	0	-72.94
2021-03-0068998	LACHANCE JOAN & PAUL C JR	94 MADISON ST	EAST HARTFORD, CT 06118	2002/2G1WH55K229287305	0	-25.27
2021-03-0068999	LACHANCE JOAN & PAUL C JR	94 MADISON ST	EAST HARTFORD, CT 06118	2002/1GKDT13S32266670	0	-13.38
2021-03-0070645	LUNA ESPERANZA	33 RECTOR ST	EAST HARTFORD, CT 06108	2011/5TDKK3DC4B5136897	0	-234.04
2020-03-0071910	MAY-RILEY RENEE MAY-FORD YVONNE-POA	26160 GRAND PRIX DR	BONITA SPRINGS, FL 34135	2009/4T1BE46K89U393967	0	-31.95
2021-99-0009164	MILLS ANTHONY	34 DEERFIELD CT	EAST HARTFORD, CT 06108	PKT AX28024	0	-90.00
2020-03-0074280	NETUPSKI EDWIN S JR	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108	2010/1FMCU9DG7AKB54381	0	-100.12
2021-03-0074300	NETUPSKI EDWIN S JR	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108	2010/1FMCU9DG7AKB54381	0	-146.72
2021-02-0041143	NOVITEX ENTERPRISE SOLUTIONS INC	300 FIRST STAMFORD PL 2ND FL W	STAMFORD, CT 06902	VARIOUS	0	-311.89
2021-03-0075705	ORTIZ-BRUCELAS JUAN J	446 MAIN ST 401	EAST HARTFORD, CT 06118	2020/JA4AZ3A3XL2006886	0	-97.26
2021-01-0011410	RIDGEWOOD HOLDINGS ATTN: POMA ANDREW	40 ROUTE 59	NYACK,NY 10960	20 BURNSIDE AVE	0	-58,688.02
2003-03-0081990	ROBERTS ALICE	23 J AMATO DR	SOUTH WINDSOR,CT 06074	1996/1J4EZ5855TC152674	-645.86	-325.06
2021-03-0079822	RODRIGUEZ MONICA A	13 SUNNYDALE RD	EAST HARTFORD, CT 06118-3146	2013/1VWBP7A3XDC120699	0	-36.81
2021-03-0080137	ROME EDWARD R ROME LINDA	202 WESTERLY TER	EAST HARTFORD, CT 06118-3458	2008/4T1BE46K8U737846	0	-87.64
2021-03-0082777	SODERHOLM PAUL M JR	6199 E BROADWAY #118	TUCSON, AZ 85711-4011	2007/1TDBK20UX77611835	0	-83.78
2021-03-0084012	THOMAS DIANE G	21 RICHARD RD	EAST HARTFORD, CT 06108-2136	2005/2C4GP54L05R601398	0	-12.72
2021-03-0087020	WHITTAKER ROBERT S	41 CROSS ST	WESTERLY, RI 02891	2015/3N1AB7AP5FL660567	0	-15.97
2021-03-0088005	ZIKOSKI LINDA J	PO BOX 578	YORK BEACH, ME 03910	2008/1J4FA54198L512495	0	-24.77
2021-03-0088006	ZIKOSKI LINDA J	PO BOX 578	YORK BEACH, ME 03910	2012/1TDBK20UX32CD510956	0	-14.96
SUBTOTAL						-645.86 \$ (149,329.20)
TOTAL						\$ (149,975.06)

Motion carried 8/0

Teamsters Local #671 Agreement

Approval of Agreement

MOTION By Don Bell
seconded by Angie Parkinson

to **approve** the tentative agreement for a successor collective bargaining agreement between the Town of East Hartford and the Teamsters Local 671 Union – which was ratified by the bargaining unit members on September 27, 2022 and is effective July 1, 2022 through June 30, 2026, as provided in a memo from Mayor Michael P. Walsh to Council Chair Richard Kehoe on September 30, 2022.

Motion carried 8/0.

Contingency Transfer

MOTION By Don Bell
seconded by John Morrison

to **transfer** \$31,580 from Account # G9600-60201, Contingency Reserve – Contract Negotiations, to Account # G5400-60110, Public Safety – Communications Personnel Services; such transfer to provide a source of funds for the recently settled Telecommunicators Contract.

Motion carried 8/0.

ARPA Fund Allocation

MOTION By Don Bell
seconded by John Morrison

to **adopt** the following resolution:

WHEREAS; the Town has been awarded \$24,561,068 in American Rescue Plan Act (ARPA) funds from the U.S. Treasury; and

WHEREAS; premium pay is an authorized expenditure category for essential work performed during the pandemic based on US Treasury guidance; and

WHEREAS; in order to most effectively use these funds, reallocations among project accounts are periodically necessary;

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make the following transfers among ARPA Accounts:

1. Transfer \$12,750.00 from “ARPA Unallocated Balance” to “Premium Pay - Local 671, Teamsters”

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

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Simpson requested an update on the intersection of Brewer Street and Forbes Street and if it has had an impact on student drop-offs at the High School. *With regards to student drop-offs, Mayor Walsh stated that he has not received any resident complaints. The Mayor stated that Town Engineer Doug Wilson has surveyed traffic patterns at the intersection of Brewer and Forbes and results are still pending. The Mayor believes that the recommendation based on the anticipated results will propose the permanent replacement of the previously set traffic light with stop signs and a reconfiguration of painted lines on the road to establish new traffic patterns.*

Councillor Morrison asked if the Mayor's Office received any traffic complaints on Sunday with regards to the Make-A-Wish Convoy event along Silver Lane. *The Mayor stated that efforts to request for improved signage to inform residents of traffic impact by the organizers have been denied. The Mayor plans to address the concern with the event organizers again with suggestions to space out the convoy to allow for traffic to pass intermittently.*

Councillor Simpson asked when the Administration plans for the Town Hall move to begin. *Mr. Martin stated that work at the Community Cultural Center in preparation of the move will begin on October 31st. Town Departments will begin to move as space come on-line and residents will be notified of changes in advance of each progressive relocation. Departments that are less resident-facing will primarily work remotely during the project. The goal is to have all departments transitioned before the Christmas holiday.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Walsh discussed the administration's latest developments regarding the Silver Lane Plaza Project. New and updated appraisals of the project should be completed very soon. Another Redevelopment Agency public hearing will likely be held later this October. The goal is for the Redevelopment Agency to act on the project after the public hearing and any town council action would be at the upcoming November 1st Regular Meeting;

The Mayor shared that while the National Development Project has conduit placed to the middle of the development site, there are no electric lines currently located in the conduit. The connection for MDC to run water also has yet to be established.

The Mayor shared that earlier this evening he had the opportunity to speak in front of the East Hartford Women's Club. There was a presentation of the "Control Tower" along with a question and answer session that was well received.

Mayor Walsh apologized for missing the opportunity to hear Mr. Sansome's comments to the Council earlier in this evening's meeting. The Mayor expressed his admiration for Mr. Sansome's passion and continued efforts and recommendations to improve the East Hartford community. The Mayor stated that he stands behind the Police Department's work and intends to make more of the Administration's focus put towards quality of life

issues going forward. Plans are in place to create a critical incident team that will link together Youth Services with the Police Department for improved service.

In closing, the Mayor addressed the shooting during the early hours of Sunday morning at 535 Brewer Street. The administration believes that the incident was not random or that any other residents are in danger. Therefore, resident notifications were made the following day rather than knocking on doors in the middle of the night. An investigation is currently open.

ADJOURNMENT

MOTION By Don Bell
 seconded by John Morrison
 to **adjourn** (9:40 p.m.)

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 October 18, 2022.

Attest _____

Jason Marshall
TOWN COUNCIL CLERK



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 12, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor
RE: Ordinance 10-3(c) Disposition of obsolete or broken Town-Owned Equipment.

Pursuant to Section 10-3 (c), this memo serves as a notification of intent by the Mayor to dispose of the following Town-Owned equipment.

In preparation for the Town Hall renovations each department located within Town Hall has completed a furniture and equipment inventory. Those items that are in disrepair or obsolete have been identified and reviewed and will be disposed of before the move or when Town hall is vacated dependent on their size and current use. Items include various office furniture such as chairs, workstations, desks, storage cabinets, wooden shelving, filing cabinets, dated journals and reference books etc.

Please place this item on the Town Council agenda as a communication for the October 18th, 2022 meeting.

C: J. Stanziale, Facilities Manager
M. McCaw, Finance Director
C. Martin, Chief of Staff

Sec. 10-3 (c):

(c) Notwithstanding the provisions of subsection (a) of this section, the Mayor may authorize the disposal of any furniture or equipment that is determined by the Finance Director to be unsuitable for town use and of any computer equipment that is determined by the Information Technology Manager to be unsuitable for town use because of obsolescence or damage, provided no Director has indicated an interest in the property within fourteen days of notice of intent to dispose by the Mayor, and provided further, that if such furniture or equipment has some use other than for town use, such furniture or equipment shall be disposed by auction or other means of sale. The Mayor shall notify in writing the Town Council of any disposal or auction of property pursuant to this section prior to such disposal or auction.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 30th, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: BID WAIVER: Sansio HealthEMS

Please find enclosed a request from the Fire Department for a bid waiver under the Town of East Hartford's Code of Ordinances Section 10-7(c) to renew their agreement with Sansio HealthEMS for our electronic patient care reporting platform.

Please place this information on the Town Council agenda for the October 18th, 2022 meeting.

C: K. Munson, Fire Chief
S. Alsup, Assistant Fire Chief
R. Gentile, Assistant Corp. Counsel

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7200

740 Main Street

East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

OFFICE OF THE MAYOR

September 23, 2022

TO: Mayor Michael P. Walsh
FROM: Steve Alsup, Assistant Fire Chief
RE: Request for waiver of bidding requirements

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to permit renewal of our electronic patient care (ePCR) software platform subscription agreement with Sansio HealthEMS.

The East Hartford Fire Department has utilized the Sansio HealthEMS ePCR platform for over 10 years. The existing five-year agreement ends in September 2022. We would like to continue utilizing this platform.

Maintaining operational consistency, limiting the need for a new system configuration with data migration, and containing costs are the main factors to extend the subscription agreement for an additional three years. Sansio's HealthEMS platform is currently successfully linked to the following EMS components; Computer Aided Dispatch, Emergency Medical Dispatch System, LifePak Cardiac Monitors, Emergency Department Records Management and the Health Data Exchange Patient Care Feedback System

Maintaining the Sansio HealthEMS ePCR platform eliminates the risk of having to work with multiple vendors for any new implementation processes. The proposed costs for this subscription renewal are:

Year 1 (2022 - 2023)	\$13,716
Year 2 (2023 - 2024)	\$15,266
Year 3 (2024 - 2025)	\$16,174

Funding is available within the Fire Department Budget under Emergency Medical Services. Corporation Counsel, Risk Management and IT have all reviewed the agreement.

Maintaining an agreement with Sansio HealthEMS is in the best interest of the Town. I appreciate your consideration of this request. I am available for any questions.

Respectfully Submitted,



Stephen Alsup
Assistant Fire Chief

cc: Michelle Enman, Purchasing Agent



Prepared By: Sansio Sales

Prepared For: East Hartford
 Pricing Valid Through: 10/31/22
 Term: 36 Months
 Annual Incidents: 6,317

HealthEMS Subscription Fees - ePCR ONLY

HealthEMS Components	Total
ePCR	\$ 1,143
Fire	\$ -
RevNet	\$ -
Total Subscribed Monthly Fees	\$ 1,143
Year 1 Monthly Subscription	\$ 1,143

Period	Est Run Vol	Monthly	Annual Cost
Year 1	6,317	\$ 1,143	\$ 13,716
Year 2	6,380	\$ 1,212	\$ 15,266
Year 3	6,444	\$ 1,284	\$ 16,174
Total Subscription Fees			\$ 45,156
Total Subscription Discount 10%			\$ (4,516)
Total Net Subscription Fees			\$ 40,640

Estimated cost/run \$ 2.12

Optional Extension Transaction Fees

Description	UM	Price
HealthEMS SanFax Transaction Fees	Page	\$0.10

One-Time Activation Fee - ePCR ONLY

Includes System setup and configuration	\$ -
	Fees Waived

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement (<https://sansio.com/terms>). The terms and conditions of the Subscription Agreement in effect are incorporated into this Order Form, the parties agree to be bound by those terms and conditions. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes the Billing and Shipping Address.
 PO must reference payment terms of Net 30 days. **- OR -**

Required information if no Purchase Order is provided

Billing address: Account name _____ Address _____ City _____ State _____ Zip code _____	Shipping address: <input type="checkbox"/> Same as billing Account name _____ Address _____ City _____ State _____ Zip code _____
Accounts payable contact information Name _____ Email _____	Contact phone number _____ Customer is tax exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized customer signature Name _____ Title _____	Signature _____ Date _____

Sansio Authorized Signature

Name _____
 Title _____

Signature _____
 10/1/2022
 Start Date of Plan _____



HealthEMS®

SUBSCRIPTION AGREEMENT

This HealthEMS® Subscription Agreement (the "Agreement"), is between Sansio, Inc., a Delaware corporation, ("Sansio"), and the undersigned customer ("Customer").

1. HealthEMS® SYSTEM. ("System")

- 1.1 Licensed Software.** The Licensed Software is the HealthEMS® software, a remote-hosted, web-based organization management solution ("Licensed Software") for the Fire/Emergency Medical Services industry. Sansio owns all rights to this Licensed Software, including the software comprising Data Collection Services as described in Section 1.4, and Extensions as described in Section 1.5.
- 1.2 Professional Services.** Sansio makes available numerous Professional Services ("Professional Services") as set forth in Section 3 to help maximize the Customer's investment in the System.
- 1.3 Data Center Services.** Data Center Services ("Data Center Services") are comprised of infrastructure and services that host, manage, and support the Licensed Software. Sansio is responsible for Data Center Services as defined in Section 2.3 up to the point of external Internet access. It is the responsibility of Customer to procure applicable hardware, software, and Internet connectivity with sufficient bandwidth to meet user demands.
- 1.4 Data Collection Services.** Sansio provides flexible point-of-service (POS) data collection solutions and a secure file transfer program that uploads data via the Internet ("Data Collection Services"). Certain Data Collection Services require Customer to procure and support hardware that meets the specifications set forth by Sansio.
- 1.5 Extensions.** Sansio may make available optional Extensions ("Extensions") designed to extend the functionality of Licensed Software. Extensions may include, but not be limited to, myPatientEncounters, RevNet, XchangeER, SanFax, and Data Xport for integration with third parties. Third parties may include, but not be limited to, billing vendors, payers, clearinghouses, CAD (Computer-Aided Dispatch) vendors, medical devices (such as ECG), HIE's, state reporting systems, and hospitals. Customer is responsible for acquiring licenses and paying fees to applicable third parties as required. Extension descriptions, terms, and applicable fees for setup and use, are as set forth in Extension Addendums and/or Schedule A, all of which form part of this Agreement.
- 1.6 Documentation.** The term Documentation ("Documentation") means any users' manual(s), specifications, any documents attached to or referenced in this Agreement, any RFP response, proposal or similar document provided by Sansio and other materials accompanying the System or any of its components.

2. SYSTEM SERVICES.

- 2.1 Account Management Services.** Sansio will assign a primary account manager to assist Customer in their commercial relationship with Sansio ("Account Management Services"). Account Management Services include, but may not be limited to, informing Customer of new Extensions or System features, identifying needs for supplemental assistance from Professional Services, advocating for Customer needs, and contract management.
- 2.2 Solution Center Services.** Sansio's Solution Center Specialists provide telephone and web-based Solution Center Services ("Application Support") at no additional cost to Customers who are active Users. Application Support is defined as help with application navigation or troubleshooting arising from the use of the System, as designed. Application Support excludes supporting Customer procured hardware, OS, and Internet connectivity.
- 2.3 Data Center Services.**
 - 2.3.1 System Maintenance.** Sansio will provide software updates, upgrades, and enhancements at the same time as generally available to other licensees. Sansio is responsible for deploying upgrades and enhancements for Customer's use at no additional charge to Customer. Customer may not have access to the System during times of scheduled maintenance. Prior to providing any update, upgrade, or enhancement, Sansio shall have used commercially reasonable efforts to test such item to ensure that it functions properly and in conformance with all specifications and warranties.

2.3.2 Backups. Backups of hosted applications and data are performed on a nightly (incremental) and weekly (full) basis. Backups will be scheduled at times so as to provide minimal impact to Customer's business activity. Sansio will maintain at least one full backup copy until after the next backup is performed. Backup will be maintained on a rolling basis and Sansio will not be responsible for archiving more than the most recent full backup. Sansio will take commercially reasonable steps to maintain data integrity in any backup, but Sansio is not responsible for loss of data or data integrity so long as Sansio has performed the backup in a commercially reasonable manner.

2.3.3 System Access Level. Sansio is not responsible for loss of access to the Data Center for reasons that are beyond Sansio's reasonable control. With the exception for loss of access that is beyond Sansio's reasonable control, Sansio shall maintain a level of access to the Data Center (excluding periods of emergency maintenance) of 99.9% Access Availability ("**Access Availability**"), 24 hours a day, 7 days a week, including holidays. System Access Unavailable ("**System Access Unavailable**") is defined as the reported unscheduled inability of all subscribed users of Customer to access the Data Center and verification that the problem is within the Data Center. Total System Access Unavailable minutes are calculated by adding the period of time beginning when the Customer reports System Access Unavailable to Sansio's Solution Center and ending when Sansio's Solution Center corrects the unavailable status and closes the incident with the Customer. If the Customer does not initiate a Solution Center call, Sansio will not be obligated to issue a System Access Unavailable Credit ("**System Access Unavailable Credit**") for the System Access Unavailability. Sansio will compute any System Access Unavailability on a quarterly average basis and apply a System Access Unavailable Credit to the next Customer invoice in the event that the stated Access Availability commitment was not met. This occurs on a pro-rated basis limited to the maximum of the total invoice charges based on the total billing period. System Access Unavailable Credits will not be given for events occurring during any period in which the Customer's account has an undisputed past due balance or the Customer is otherwise in breach of Agreement. The System Access Unavailable Credit will be calculated according to the following schedule:

99.9% - 100%	Covered under Agreement
99.5% - 99.89%	(1) day credit
98.5% - 99.49%	(2) days credit
97.5% - 98.49%	(1) week credit
96.5% - 95.00%	(2) weeks credit
0% - 94.49%	(1) month credit

3. PROFESSIONAL SERVICES. Sansio shall provide Professional Services on a fee-for-service basis ("**Professional Services**") to assist the Customer with successful implementation and effective utilization of the System. Any Professional Services performed by Sansio, including without limitation to, consulting, mapping, migration, configuration, and implementation services, shall be performed under a statement of work defined in an applicable Professional Services Engagement and shall be subject to the terms and conditions in this Subscription Agreement.

3.1 Project Manager Services. Sansio Project Managers provide Professional Services on a fee-for-service basis, assisting Customers to operationalize the solution to meet specific organizational objectives ("**Project Manager Services**"). Project Manager Services include, but may not be limited to, Training, Implementation, and Consulting that requires specific knowledge of the Customer's data set, research goals, and operational objectives. Project Manager Services may be provided web-based, at Sansio offices, or onsite at Customer location.

3.2 Resources to be Provided by Customer. Customer shall provide, maintain and make available to Sansio, at Customer's expense and in a timely manner, the resources described in this section 3, the Statement of Work, and such other additional resources as Sansio may from time-to-time reasonably request in connection with Sansio performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price. Customer will designate qualified Customer personnel or representatives to consult with Sansio on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services. Customer shall furnish access to Customer's network, premises, and appropriate workspace for any Sansio personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises. Customer shall meet any additional assumptions noted on the Statement of Work.

3.3 Intellectual Property. Customer and Sansio shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Professional Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing or developed Intellectual Property, separate license agreements on mutually acceptable terms will be executed. The Professional Services performed, code developed, and any Intellectual Property produced pursuant to this Subscription Agreement or any Statement of Work are not "works for hire." As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work whether or not first created or developed by Sansio in providing the Services.

4. CUSTOMER REQUIREMENTS.

- 4.1 Internet Connectivity.** Customer must provide Internet connectivity to the System web site with sufficient bandwidth to meet Customer's utilization demands. System performance is a function of bandwidth and latency time from client desktop to the System web site. Customer must connect with Sansio supported browsers and client software.
- 4.2 Named User Identification and Authentication.** The System requires a unique user name and password for each authorized individual Customer representative ("**Named User**") to access the System via Sansio's Data Center(s). Customer is responsible for administration and management of Named User accounts, including the appropriate technical and administrative safeguards to prevent unauthorized access. Sansio shall have no responsibility for unauthorized access to Customer's Data or Confidential Information that results from Customer's failure to prevent unauthorized access.

5. LICENSE AND FEES.

- 5.1 License.** During the term of this Agreement, and subject to the terms and conditions of this Agreement, Sansio hereby grants to Customer a non-exclusive, non-transferable (except as provided in this Agreement) license to access and use the System.

5.2 Fees.

- 5.2.1 Activation Fee.** The Activation Fee set forth in Schedule A is non-refundable and due on upon execution of Schedule A.

- 5.2.2 Subscription Fees.** Customer agrees to pay Subscription Fees as set forth in this Section and Schedule A. Sansio will invoice Customer for Monthly Subscription Fees as set forth in Schedule A during the Subscription Term.

- 5.2.2.1 Incident Fees.** Customer's pricing is identified in Schedule A based on Customer projections of incident volume ("**Estimated Annual Incident Volume**"). In the event the Customer's actual annual incident volume varies from Estimated Annual Incident Volume, as identified in Schedule A, by more than 5%, Sansio reserves the right to adjust the Subscription Fees, applicable to actual incident volume, provided the Customer is given 45 days prior written notice of such adjustment. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Upgrades, Application Support, Integration Fees, and optional Extension usage. Should Customer not agree to adjustment, Customer may choose to terminate the Agreement as set forth in Section 6.3.

- 5.2.2.2 RevNet Fees.** Customer's pricing is identified in Schedule A based on Customer projections of annual net collections. In the event the Customer's actual annual net collections varies from the annual net collections identified in Schedule A, by more than 5%, Sansio reserves the right to make adjustments to the Subscription Fees, applicable to actual annual net collections, provided the Customer is given 45 days prior written notice of such adjustment. Subscription Fees include: Data Center Services, Data Collection Services, Application Licensing, System Maintenance, and Upgrades, Application Support, Integration Fees, and optional Extension usage. Should Customer not agree to adjustment, Customer may choose to terminate the Agreement as set forth in Section 6.3.

- 5.2.2.3 Subscription Fee Invoicing.** Following Term Start Date, Sansio will invoice the Customer as set forth in Schedule A. Customer will be invoiced monthly Subscription Fees 30 days in advance, due and payable by the first of the month during the Term identified in Section 6 and in Schedule A.

- 5.2.3 Optional Extension Fees.** Customer agrees to pay optional Extension fees as set forth in Extension Addendum(s) and/or Schedule A. Optional Extension fees are based on the actual transaction usage for the optional Extensions.

- 5.2.3.1 Optional Extension Fee Invoicing.** Optional Extension fees will be invoiced monthly for the previous month's actual use at the Unit Price listed in Schedule A or applicable Extension Addendum.

- 5.2.4 Professional Services Fees.** Customer agrees to pay Professional Services fees as set forth in applicable Professional Services engagements. Payment terms and conditions are as follows:

- 5.2.4.1 Professional Services Invoicing.** Professional Services will be invoiced monthly for the previous month's actual use at the Unit Price listed in applicable Professional Services engagements. Professional Services time will be logged and made electronically available to Customer with a minimum activity time of fifteen (15) minutes, rounded up to the nearest fifteen (15) minute increment, for hourly-based Professional Services.

5.2.4.3 Cancellations. Cancellation within 24 hours of scheduled Professional Services appointments will result in a minimum charge of one (1) hour for Web-based Professional Services or two (2) days for Onsite Professional Services plus any non-cancellable expenses.

5.2.4.4 Modifications. In the event that Professional Services result in greater Sansio duties than contemplated by the Statement of Work, Customer will work closely and in good faith with Sansio to modify the Statement of Work to ensure that the Customer's requirements are addressed and Sansio's fees shall be adjusted to reflect increased Customer requirements. Unless specifically addressed in the Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence. Invoiced amounts are due and payable 30 days from the date of the invoice.

5.2.4.4 Travel and Expenses. Sansio shall invoice Customer for such reimbursable expenses, as authorized with receipt of signed Professional Services Engagements. Actual charges will be based upon hours consumed and expenses incurred in engagement. Travel Fees, as set forth on the Professional Services Engagements, include but may not be limited to airfare, lodging, ground transportation, staff per diem, and other related travel expenses.

5.2.5 Taxes: Sansio is required to collect sales tax from products and services provided to customers in certain states. Sansio reserves the right to invoice the Customer those taxes now or at any time in the future, including interest and penalties imposed by any governmental authority which are imposed upon the sale or delivery of items purchased or licensed. Customer is required to provide a tax exempt status form in order for Sansio to correctly identify tax status.

If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, Customer will obtain and purchase such certificate, document or proceeding.

5.2.6 Payment. All invoiced fees shall be due and payable within 30 days of the date of an invoice. For Professional Services, invoices shall be sent either monthly or upon completion of milestones (as defined in the statement of work).

5.2.7 Default. Customer will be considered delinquent if payment in full is not received 30 days from the date of the invoice. Sansio reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days of notice of delinquency. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle Sansio to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of the dispute.

5.2.8 Interests and Costs. Undisputed amounts not paid when due will bear interest at the rate of 1.5% on the unpaid balance each month, or such lesser rate of interest as shall be the maximum amount chargeable with respect to this account under the law in effect in the state of Customer's location. In the event of non-payment or default by Customer, Customer agrees that all costs of enforcement and collection, including reasonable attorneys' fees, will be paid by Customer.

6. TERM AND TERMINATION.

6.1 Term Start Date. Customer's Term Start Date is the date of customer signature date on Schedule A, or, in the case of renewal, the first day after expiration of previous Term. The Term Start Date represents the first day of the Subscription Term.

6.2 Term Initiation. This Agreement takes effect on the date of last signature date on Schedule A and continues through the conclusion of the Subscription Term or any subsequent Renewal Subscription Term. The Subscription Term (the "Term") begins on the Term Start Date and ends at the conclusion of the Term as noted in Schedule A or any subsequent renewal Schedule A's. Subscription Fees commence on the Term Start Date and continue throughout the Term of this Agreement. Upon acceptance of this Agreement, Sansio will provide Customer with an access code to use the Licensed Software via Sansio's Data Center and the Internet.

6.3 Term Renewal. This Agreement shall be renewable at Sansio's then existing rates upon written notice by Customer unless Sansio requires a new Agreement to be executed by the parties. If Sansio requires a new Agreement, it will be provided to Customer at least 60 days prior to the end of the then current Term. Customer may decline to enter into a new Agreement in its sole and absolute discretion, and if Customer so declines, then Customer shall not be responsible for Early Termination Fees as set forth in Section 6.4.

6.4 Termination. Either party may terminate the Agreement upon the other party's material breach of this Agreement, if within 30 days of receipt of written notification of breach (10 days in the case of non-

payment), the breaching party has failed to cure its breach. Sansio may terminate Customer's access to the System immediately upon Termination of the Agreement. In the event of early Termination due to material breach by Customer, Customer shall be responsible for Early Termination Fee per Section 6.4 of this Agreement. In the event of early Termination due to material breach by Sansio, Customer shall not be responsible for Early Termination Fee as set forth in Section 6.5.

Notwithstanding anything in this Section 6 or in this Agreement to the contrary, Customer may terminate this Agreement and Customer obligations hereunder during the initial Term or any subsequent renewal Term, without cause, for any reason, or for no reason, and in Customer's sole and absolute discretion by payment to Sansio of the Early Termination Fee as set forth in Section 6.4. Sansio acknowledges and agrees that payment of such Early Termination Fee shall be Sansio's sole remedy therefor. Customer must notify Sansio of its intention for early Termination by written notification at least 90 days before the desired Termination date. Early Termination must occur on a monthly anniversary of the then current Term.

Notwithstanding any term or provision in this Agreement to the contrary, if Customer is current on all payments due to Sansio, upon termination of this Agreement, Sansio will make available to Customer Customer's raw data in its then existing, native format for a period of thirty days post termination of this Agreement. Additionally, Sansio can produce for Customer an export of their data in its then existing, native format and provide that export to Customer within 90 days of Termination or expiration of this Agreement for a fee of \$500. Requests for Customer data in a form other than its existing format shall be performed under a mutually agreeable statement of work. Customer directs, and Sansio shall delete all Customer Data upon the earlier of (a) delivery to Customer or (b) 90 days from the date of termination of this Agreement.

Commented [DB1]: The existing file format .csv, doc, pdf, etc. If you request csv to be converted to excel, or doc to pdf, that would be at an extra fee.

6.5 Early Termination Fee. Upon early Termination for breach by Customer or for such other early Termination as described in Section 6.3 of this Agreement, Sansio reserves the right to charge Customer a pro-rated Early Termination Fee based on the percentage of the current Term utilized. The percentage will be applied to the remaining Subscription Fees for the current Term as selected by Customer on Schedule A. Sansio acknowledges and agrees the Early Termination Fee will be Sansio's sole remedy therefor.

Example:	Current Term Length:	36 month
	Desired Early Termination Date:	end of month 30
	Percentage of Term Utilized:	83%
	Pro-Rated Termination Percentage:	17%
	Monthly Subscription Fee:	\$ 2,000 (Per Schedule A)
	Remaining Subscription Fees per current Term:	\$12,000 (6 months @ \$2,000)
	Early Termination Fee:	\$ 2,040 (17% of \$12,000)

7. PROPRIETARY RIGHTS OF SANSIO IN THE LICENSED SOFTWARE AND DOCUMENTATION.

7.1 Nature of Rights and Title. Customer acknowledges that the System and Documentation supplied by Sansio to Customer are proprietary and shall remain the property of Sansio and nothing in this Agreement shall be construed as transferring any aspect of such rights to Customer or any third party. Any changes, additions, and enhancements in the form of new or partial programs or Documentation as may be provided under this Agreement shall remain the proprietary property of Sansio. Customer agrees with Sansio that the System, Documentation and all other proprietary information or data supplied by Sansio are trade secrets of Sansio, are protected by civil and criminal law, and by the law of copyright, are very valuable to Sansio, and that their use and disclosure must be carefully and continuously controlled. Customer further understands that operator manuals, training aids, and other written materials regarding the System are subject to the Copyright Act of the United States. Customer shall keep each and every item to which Sansio retains title free and clear of all claims, liens and encumbrances except those of Sansio and any act of Customer, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item shall be void.

7.2 Unauthorized Acts. Customer agrees to notify Sansio promptly of the unauthorized possession, use, or knowledge of any item supplied under this license and of other proprietary information made available to Customer under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Customer will promptly furnish full details of such possession, use or knowledge to Sansio, will assist in preventing the continuation or recurrence of such possession, use or knowledge, and will cooperate with Sansio in any litigation against third parties deemed necessary by Sansio to protect its proprietary rights. Customer's compliance with this subparagraph shall not be construed in any way as a waiver of Sansio's right, if any, to recover damages or obtain other relief against Customer for its negligent or intentional harm to Sansio's proprietary rights, or for breach of contractual rights.

7.3 Remedies. If Customer attempts to use, copy, license, sub-license, or otherwise transfer the Licensed Software or access to the System supplied by Sansio under this Agreement, in a manner contrary to the terms of this Agreement or in competition with Sansio or in derogation of Sansio's proprietary rights, whether these rights are explicitly stated, determined by law, or otherwise, Sansio shall have the right to injunctive relief enjoining such action, in addition to any other remedies available. Customer acknowledges that other remedies are inadequate.

7.4 Infringement Indemnification. Sansio shall indemnify and defend Customer from and against any and all loss, cost, damage or liability, including reasonable attorneys' fees and expenses, arising out of or relating to any third party claim or cause of action for patent, copyright, and/or other intellectual property infringement ("**Infringement Claim**") asserted against Customer by virtue of the System, Software or Documentation or Customer's use or possession of the System, Software or Documentation pursuant to this Agreement. Sansio shall defend and settle at its sole expense all suits and proceedings arising out of the foregoing, provided that Customer gives Sansio reasonably prompt notice of any such Infringement Claim of which it learns. In all events, Customer shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. In the event any Infringement Claim is asserted by a third party with respect to the System or Customer's use thereof, then and in that event, Customer may terminate its use of the System and/or this Agreement without payment of any Early Termination Fee.

8. CONFIDENTIALITY AND DATA USE.

8.1 Confidential Information. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. Confidential Information means any proprietary material that the disclosing party designates as confidential ("**Confidential Information**"). Confidential Information shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. Confidential Information shall also include Protected Health Information as defined in HIPAA and its rules and regulations promulgated here under. Sansio will not use Confidential Information except as expressly provided in this Agreement. Confidential Information does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal or accreditation obligation beyond the control of the receiving party.

8.2 Unauthorized Disclosure. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.

8.3 Remedies. The parties acknowledge and agree that in the event of a breach of this Section 8 the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to seek injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

8.4 Data Use. Sansio recognizes the importance in identifying issues and improvements surrounding the functionality, integration, performance, and reliability of the System. Customer agrees that Sansio may collect, maintain, and use technical information related to the System, including but not limited to, its usage, functionality, integration, performance, and reliability. Sansio may use this information to improve its products or to provide customized services or technologies.

Customer retains all ownership rights to System data it generates through use of the System during the Term, except that Customer grants Sansio a perpetual, royalty-free license to compile, sell, analyze, use, and distribute de-identified aggregated data to the extent necessary to fulfill Sansio's obligations under any agreement or for any other lawful purpose. Sansio represents and warrants that it will only employ methods to de-identify the data that do not involve actual disclosure of Protected Health Information to Sansio.

9. LIMITED WARRANTY.

For the duration of this Agreement (the "**Warranty Period**"), Sansio will checkout, document, and deliver any amendments or alterations to the Licensed Software or other System components that may be required to correct errors which significantly affect performance. This warranty is contingent upon Customer advising Sansio in writing of such errors. Sansio shall not be responsible for maintaining Customer-modified portions of the Licensed Software or other System components. Corrections for difficulties or defects traceable to Customer errors or System changes made by Customer will be billed at standard Sansio's time and materials rates.

THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY SANSIO. SANSIO EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SANSIO DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT, EXCEPT AS REQUIRED HEREIN TO ADDRESS ERRORS THAT SIGNIFICANTLY AFFECT PERFORMANCE, ERRORS IN THE LICENSED SOFTWARE OR SYSTEM WILL BE CORRECTED. SANSIO'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SANSIO FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE LICENSED SOFTWARE OR SYSTEM.

10. LIMITATION OF LIABILITY.

A PARTY'S LIABILITY FOR ANY ACTIONS, CLAIMS OR DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE SYSTEM IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER IN THE 12-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT WILL SANSIO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT EVEN IF SANSIO HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO LIMITATION OF LIABILITY OR LIMITATION OF WARRANTY OR DISCLAIMER SHALL BE APPLICABLE TO CUSTOMER'S BREACH OF ITS OBLIGATIONS UNDER SECTION 5 LICENSE FEES, SECTION 7.4 INFRINGEMENT INDEMNIFICATION, OR TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 8.

11. HIPAA.

The parties understand, acknowledge, and agree that the System provides access to Protected Health Information ("**PHI**") pursuant to and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), and the regulations promulgated there under, the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E (hereinafter the "**Privacy Rule**"), and HIPAA Security Regulations, including but not limited to, 45 C.F.R. Parts 160 and 164, Subpart A and Subpart C (hereinafter the "**Security Rule**"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act**"), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "**Secretary**"), and all other applicable state and federal laws, as all amended from time to time, including as amended by the Final Rule of 2013, titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the HITECH and the Genetic Information Non-Discrimination Act ("**GINA**") ("**Omnibus Rule**").

The Sansio Customer Business Associate Agreement can be found at www.sansio.com/terms/ which is hereby incorporated by reference to this Agreement. The parties agree to be bound by the Sansio Customer Business Associate Agreement.

12. GENERAL.

- 12.1 Assignment.** This Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party which shall not be unreasonably withheld.
- 12.2 Amendment.** This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and of Sansio, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.
- 12.3 Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 12.4 Governing Law.** This Agreement will be governed by the laws of the state where the Customer is located.
- 12.5 Schedules.** All schedules are attached hereto and incorporated by reference herein.
- 12.6 Entire Agreement.** Customer acknowledges that its undersigned representative has read this Agreement, understands it, and agrees on behalf of Customer to be bound by its terms and conditions. Further, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 12.7 Conflicting Terms.** Unless otherwise mutually agreed in writing, in the event that any terms and/or conditions in this Agreement conflict or are inconsistent with any terms and/or conditions in any attached

and incorporated agreement, including but not limited to amendments, addendums, exhibits and SOW's, then the terms and conditions of this Agreement shall control.

12.8 Notices. All notices, demands, requests, and other communications made or required pursuant to the terms of this Agreement shall be in writing and shall be (1) personally delivered, sent by nationally recognized courier service, or sent by certified mail, return receipt requested, and shall be deemed to have been received upon the earlier of actual receipt or five (5) business days after deposit with the nationally recognized courier service or deposit in the mail; (2) sent by facsimile and deemed to have been received on the date of the facsimile confirmation; (3) sent by electronic means and shall be deemed to have been received upon return of a read receipt.

Unless another address for a party has been specified by providing notice as set forth herein, such notices, demands, requests and other communications permitted or allowed under this Agreement must be sent to Customer at the address set forth on the applicable order form and to Sansio at:

Sansio, Inc.
525 South Lake Ave., Suite 405
Duluth, MN 55802
Attn: Legal



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 6, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: ARPA Auto Theft & Violence Grant Program


The Town of East Hartford is looking to apply to the state Department of Emergency Services & Public Protection (DESPP) through the Auto Theft & Violence Grant Program for funds in the amount of \$35,000.

These funds will allow the Police Department to reduce auto theft and other related crimes through increased police patrols. No local match is required for this grant.

Please place this item on the Town Council agenda for the October 18, 2022 meeting. I recommend that the Town Council approve the resolution as submitted.

C: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
M. McCaw, Finance Director
S.Sansom, Police Chief

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh
FROM: Paul O'Sullivan, Grants Manager 
SUBJECT: Council Resolution – ARPA Auto Theft & Violence Grant Program
DATE: October 6, 2022

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the state Department of Emergency Services & Public Protection (DESPP) through the Auto Theft & Violence Grant Program

The purpose of these funds will be to reduce auto theft and other crimes related to auto theft in 57 Connecticut communities. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. This funding will pay for increased police patrols to help deter these criminal acts from taking place.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 18, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

ARPA - Auto Theft & Violence Grant
<p>Purpose: The purpose of these funds will be to reduce auto theft and other crimes related to auto theft in our communities. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. This funding will pay for increased police patrols to help deter these criminal acts from taking place. These funding will serve the general population by reducing auto thefts and auto theft related crimes.</p>
<p>Funding: The auto theft and violence funding will be dispersed to the following "hub" cities for a yearly total of \$94,444 each: Bridgeport, Hartford, Meriden, New London, New Britain, New Haven, Stamford, and Waterbury. The Connecticut State Police will also receive \$94,444 per year to combat auto theft and violence throughout the state. The 50 surrounding "spoke" communities who met the necessary criteria will also receive an award of \$35,000 each for the year.</p>
<p>Non-Competitive Program: Funds will be awarded to the following eligible municipalities: Ansonia, Berlin, Bloomfield, Branford, Bridgeport, Bristol, Cheshire, Cromwell, Danbury, Darien, Derby, East Hartford, East Haven, East Windsor, Enfield, Fairfield, Farmington, Glastonbury, Greenwich, Groton, Hamden, Hartford, Manchester, Meriden, Milford, Monroe, Naugatuck, New Britain, New Canaan, New Haven, New London, Newington, Newtown, North Haven, Norwalk, Norwich, Orange, Plainville, Putnam, Rocky Hill, South Windsor, Southington, Stamford, Stratford, Suffield, Torrington, Trumbull, Waterbury, Waterford, Watertown, Westport, West Hartford, West Haven, Wethersfield, Willimantic, Windsor, and Woodbridge. This programs success will be measured by the reduction of reported crimes such as stolen motor vehicles, thefts from vehicles, and thefts of vehicle components i.e. catalytic converters. These reported crime statistics will be compared from the start of the project to preceding years. Documentation includes the daily activity report and backup documentation highlighted in the reporting requirement tab.</p>
<p>Period of Grant Performance: December 1, 2022 through December 31, 2023.</p>
<p>Period of Performance: Eligible expenditures must be incurred within the period of performance of this grant. The Period of Performance is from the issuance of the grant funds until the submission of the close out report with backup documentation.</p>
<p>Eligible Expenses: The goal of this project is to work collaboratively with each other with the main goal of reducing these types of crimes either by proactive patrols or investigations into the people responsible for these crimes. The cities and towns who are recipients of this funding will also be working with units within the State Police-Bureau of Special Investigations to further their mission. They will be working with units such as the Statewide Narcotics Task Force, Gun Tracing Task Force, Statewide Urban Violence Cooperative Crime Control Task Force, CT Regional Auto Theft Task Force, and Statewide Organized Crime Investigative Task Force.</p>
<p>Examples of eligible expenses (not all inclusive): Salary, Overtime, Fringe, Indirect Costs</p>

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: American Rescue Plan Act (ARPA) Auto Theft & Violence Grant Program

Funder: State Department of Emergency Services & Public Protection (DESPP)

Grant Amount: \$35,000

Frequency: One time Annual Biennial Other _____

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

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: This funding will pay for increased police patrols to help deter auto theft and other crimes related to auto theft

Results achieved: Reduction of auto theft and other crimes related to auto theft in 57 Connecticut communities.

Duration of grant: 1 year (December 1, 2022 through December 31, 2023)

Status of application: Under development

Meeting attendee: To be determined

Comments: None

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 18th day of October, 2022

R E S O L U T I O N

WHEREAS; the state Department of Emergency Services & Public Protection (DESPP) has made American Rescue Plan Act (ARPA) funds available through the Auto Theft & Violence Grant Program, and

WHEREAS; the purpose of these funds is to assist local law enforcement in reducing auto theft and other crimes related to auto theft,

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 DESPP as they pertain to this Auto Theft & Violence grant.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ____ day of October, 2022.

Seal

Signed: _____
Jason Marshall, Town Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 6, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: Dial-A-Ride Operating System Grant

The Town of East Hartford has been awarded a grant from the Greater Hartford Transit District in the amount of \$13,840 to pay a portion of the operating cost for the Dial-A-Ride program for FY 23.

This is an annual grant that requires a local match of 50% of eligible program expenses or \$13,840, whichever is lesser. The amount would come out of already budgeted funds from Senior Services Contract Dial-a-Ride account.

Please place this item on the Town Council agenda for the October 18, 2022 meeting. I recommend that the Town Council approve the resolution as submitted.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director
T. Fravel, Parks and Recreation Director

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh
FROM: Paul O'Sullivan, Grants Manager
SUBJECT: Council Resolution – Dial-a-Ride Operating System Grant
DATE: October 6, 2022

Attached is a draft resolution authorizing your signature on an Operating Assistance Grant Contract with the Greater Hartford Transit District (GHTD) for funding to operate the Dial-a-Ride program for the elderly and disabled citizens of East Hartford.

The Town of East Hartford has been awarded a \$13,840.00 grant from the GHTD to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2022 to June 30, 2023. This amount is identical to the previous year's contract.

This is a non-competitive award that the Town receives because it is a member of the GHTD. My records indicate the Town has received this grant annually as far back as 2006.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 18, 2022. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director
Ted Fravel, Parks and Recreation Director

ADA Paratransit Service (out-of-town rides)

Provided by the [Greater Hartford Transit District](#) this transportation is for individuals who have a disability or specific impairment-related condition that prevents them from traveling to or from a bus stop on the public bus system. This service is designed to meet the Americans with Disabilities Act criteria established by the Federal Government. ADA Paratransit operates (7 days) per week, Monday through Sunday from 7:00 a.m.. to 10:00 p.m.. The transportation covers trips to Avon, Berlin, Bloomfield, Bristol, Cromwell, East Hartford, Ellington, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, South Windsor, Vernon/Rockville, West Hartford, Wethersfield, Windsor, and Windsor Locks. To apply for this service please contact Greater Hartford Transit District. [Application forms](#) can be found online [here](#) or can be requested by calling (203) 365-8522 ext. 273. Once approved for ADA paratransit you may call (860) 724-5340 for a ride.

There is a \$3.50 charge per ride paid to the driver or you may purchase ticket books for \$24.00 for ten (10) rides from [Social Services](#) or [Senior Services](#) while supply lasts. Books of tickets may also be purchased from Stop & Shop for \$28.00 per book. This is the only transportation for out of town locations.

Source: Town of East Hartford Senior Services Website

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2022-23 Dial-A-Ride Operating Assistance Grant Contract

Funder: Greater Hartford Transit District (GHTD)

Grant Amount: \$13,840

Frequency: One time Annual Biennial Other _____

First year received:	<u>2006*</u>		
Last 3 years received:	<u>2022</u>	<u>2021</u>	<u>2020</u>
Funding level by year:	<u>\$13,840</u>	<u>\$13,840</u>	<u>\$13,870</u>

Is a local match required? Yes No

If yes, how much? 50% of eligible program expenses or \$13,840, whichever is the lesser

From which account? Already budgeted funds from Senior Services Contract Services Dial-a-Ride account

Grant purpose: Defray costs for Town Dial-a-Ride transportation services for seniors and disabled

Results achieved: Reduction in Town funds necessary to operate Dial-a-Ride transportation system.

Duration of grant: One year

Status of application: GHTD does not require an application for this entitlement (non-competitive) grant. Resolution will authorize Mayor to sign grant contract.

Meeting attendee: Parks and Rec Director Ted Fravel, ext. 7166

Comments: *Grant Administration Office records indicate this grant has been received as far back as 2006. Town may have participated in previous years.

R E S O L U T I O N

I, Jason Marshall, 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 Town Council of said corporation, duly held on the 18th day of October, 2022.

WHEREAS: The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2022-2023 and;

WHEREAS: these funds can be used to pay a portion of the cost of operating the Dial-A-Ride system providing transportation to elderly and disabled citizens,

NOW THEREFORE LET IT BE RESOLVED; that Mayor Michael P. Walsh is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,840.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of October, 2022.

Signed: _____

Jason Marshall
Town Council Clerk

seal



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: Federal Cost Share Agreement

Please see the enclosed cost sharing agreement provided by Town Engineer Doug Wilson that will allow the US Army Corps of Engineers to start the process of studying and rehabilitating the East Hartford flood Control System.

Please place this item on the Town Council agenda for the October 18, 2022 meeting.

C: M.Cruz-Aponte, DWP Director
D.Wilson, Town Engineer
R. Gentile, Assistant Corporation Counsel
M.McCaw, Finance Director

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

Phone: 860 291-7380
Fax: 860 289-0831

ENGINEERING DIVISION

MEMORANDUM

**TO: Michael P. Walsh
Mayor**

**FROM: Douglas R. Wilson, P.E. *DRW*
Town Engineer**

DATE: October 11, 2022

**RE: Federal Cost Share Agreement
Water Resources Development Act (WRDA) Grant
Study Phase Funding**

As you are aware, our congressional delegation has worked for years to access federal funding to rehabilitate the East Hartford Flood Control System (FCS). At this time, there is a federal appropriation that will allow the US Army Corps of Engineers (USACE) to start the required study of the FCS. The USACE is asking East Hartford and Hartford to sign the attached cost sharing agreement. Based on how the appropriation was set up, both communities will need to sign the agreement. The initial step in the USACE study is a project management plan that will spell out the expected cost share for East Hartford for study of our FCS; Hartford will have their own cost share for study of their system.

The overall cost of the study (for both communities) is limited to \$3M with a 50% local cost share. The \$1.5M local cost share will be divided based on the project management plan.

Once the study is complete, recommended improvements to our FCS can be included in future WRDA appropriations with a 50% local cost share. Without the study, we are unable to access WRDA for construction.

>> If you agree to proceed with the WRDA funded study, please place the attached agreement on the next Town Council meeting agenda.

Note that the USACE is asking that the agreement is endorsed by both communities by the end of October to allow processing time to get the USACE signature. If USACE does not sign the agreement by December 31, 2022, the funding will expire.

I'm available for any questions you, or the Town Council, have on this matter.

C: Marilynn Cruz-Aponte, Director of Public Works

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF HARTFORD & TOWN OF EAST HARTFORD
FOR THE
HARTFORD, CT LEVEE REHABILITATION PROJECT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for New England District (hereinafter the “District Commander”) and the **City of Hartford** (hereinafter the “Non-Federal Sponsors”), represented by the **Mayor** and the **Town of East Hartford**, represented by the **Mayor**.

WITNESSETH, THAT:

WHEREAS, **Section 216 of the Flood Control Act of 1970 (33 USC 426 et seq)** authorizes **the examination of the feasibility of improvements to two existing levee systems, the Connecticut River and Park River, Hartford, Connecticut, Local Flood Protection Project and the Connecticut River, East Hartford, Connecticut, Local Flood Protection Project, to better meet present and future flood risk management objectives;**

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsors have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Study” means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for **Flood Risk Management at the Local Flood Protection Project on the right descending bank (west bank) of the Connecticut River and along the Park River in Hartford, Connecticut and the Local Flood Protection Project on the left descending bank (east bank) of the Connecticut River and the north bank of the Hockanum River in East Hartford, Connecticut.**

B. The term “study costs” means all costs incurred by the Government and Non-Federal Sponsors after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government’s costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review

processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsors' creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsors in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsors, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsors' in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsors after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsors shall contribute 50 percent of the study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsors shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors, and no later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance

with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet their share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsors' share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsors shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsors' share of study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsors shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsors shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum Federal study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsors may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsors' costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, study costs are projected to be \$3,000,000, with the Government's share of such costs projected to be \$1,500,000 and the Non-Federal Sponsor's share of such costs projected to be \$1,500,000, which includes creditable in-kind contributions projected to be \$0.00, and the amount of funds required to meet its cost share projected to be \$0.00. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsors shall provide to the Government required funds by delivering a check payable to "FAO, USAED, **New England (E6)**" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsors has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of study costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to “FAO, USAED, **New England(E6)** to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsors has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsors’ responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsors' request, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The Non-Federal Sponsors shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

**MAYOR
CITY OF HARTFORD
Hartford City Hall
550 Main Street
Hartford, CT 06103**

**MAYOR
TOWN OF EAST HARTFORD
East Hartford Mayor's Office
740 Main Street,
East Hartford, CT 06108**

If to the Government:

**District Commander
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, MA 01742**

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XI – JOINT AND SEVERAL RESPONSIBILITY OF THE
NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: _____

John A. Atilano II

Colonel, U.S. Army
District Commander

DATE: _____

**AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND CITY OF
HARTFORD & TOWN OF EAST HARTFORD FOR THE HARTFORD, CT LEVEE
REHABILITATION PROJECT**

CITY OF HARTFORD

BY: _____

Luke A. Bronin
Mayor, City of Hartford

DATE: _____

**AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND CITY OF
HARTFORD & TOWN OF EAST HARTFORD FOR THE HARTFORD, CT LEVEE
REHABILITATION PROJECT**

TOWN OF EAST HARTFORD

BY: _____
Michael P. Walsh
Mayor, Town of East Hartford

DATE: _____



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 30, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: State Public Safety Radio Network

The Fire Department and Police Department are interested in adding the capability to utilize the State of Connecticut Land Mobile Radio Network for the purpose of facilitating public safety communications interoperability with their mutual aid partners.

There is no fee to access and utilize the State Radio System Infrastructure and it would greatly enhance the ability of emergency personnel to communicate with surrounding agencies seamlessly.

Please place this information on the Town Council agenda for the October 18th, 2022 meeting.

C: K. Munson, Fire Chief
S. Alsup, Assistant Fire Chief
S. Sansom, Police Chief
M. Hawkins, Assistant Fire Chief
R. Gentile, Assistant Corp. Counsel

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7200

KEVIN MUNSON
FIRE CHIEF


740 Main Street

East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

September 29, 2022

TO: Mayor Michael P. Walsh

FROM: Stephen Alsup, Assistant Fire Chief 

RE: Agreement for use of the Connecticut Land Mobile Radio Network

The Fire Department and Police Department are interested in adding the capability to utilize the State of Connecticut Land Mobile Radio Network for the purpose of facilitating public safety communications interoperability with our mutual aid partners. Having access to this State system in addition to our current local radio system greatly enhances our ability to communicate seamlessly with surrounding agencies.

This system is managed and monitored by Connecticut Telecommunications System Unit within the Department of Emergency Services and Public Protection. There is no fee to access and utilize the State Radio System Infrastructure. Assistant Corporation Counsel, Risk Management, and IT signed off on the agreement. I recommend the Town enter into the license agreement.

If this request meets your approval, the license agreement is attached for your signature. Thank you for your consideration and I am available for any questions.

Notes regarding the DESPP CLMRN License Agreement

1. **On Page One:** do not enter a date. DESPP will enter the date that the Commissioner executes the document.
2. **On Page Two:** enter the number of subscribers that will be added to the State's Land Mobile Radio Network.

additional sites. Maintenance costs for any such additional sites shall be the responsibility of the Town.

- D. The Town shall purchase all portable and mobile radios for **53** Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The Town shall provide compatible dispatch consoles, if desired.

3. **Print two (2) copies of the Agreement and sign, preferably in [blue](#) ink.**
4. **Return the signed Agreements to the attention of Mark Gorka, Grants and Contracts Specialist, at:**

State of Connecticut
Division of Statewide Emergency Telecommunications
1111 Country Club Road
Middletown, CT 06457

5. **An original, signed agreement will be sent back to the signatory.**
6. **If you have any questions regarding the Agreement, please contact Mark Gorka at:**
Phone: (860) 508-9684; Fax: (860) 685-8362
E-mail: mark.gorka@ct.gov

**LICENSE AGREEMENT
BY AND BETWEEN
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES
AND PUBLIC PROTECTION
AND
TOWN OF EAST HARTFORD**

This License Agreement, made this day of _____, 2022, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter “DESPP”), acting herein by its Commissioner, James C. Rovella, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the Town of East Hartford, acting herein by Michael P. Walsh, Mayor, duly authorized, hereinafter referred to as “the Town” or “the Contractor”, having a principal office at 740 Main Street, East Hartford, Connecticut 06108. This License Agreement (“AGREEMENT” or “Contract”) is intended to set forth the parties’ agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter “the CLMRN”) by the Town and use by the Town of Town-owned subscriber units for incorporation into the CLMRN.

WITNESSETH:

WHEREAS, DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

WHEREAS, DESPP wishes to encourage the shared use of the CLMRN in the State of Connecticut;

WHEREAS, the Town wishes to share in the use of the CLMRN in order to efficiently improve public safety communications and enhance public safety;

WHEREAS, both DESPP and the Town believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the Town’s borders, while it provides such improved service at a greater value to taxpayers;

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Effective Date and Term:

This AGREEMENT shall be effective when all parties have executed it and all required approvals have been granted. This AGREEMENT may be modified upon the mutual written consent of the parties. The initial term of the AGREEMENT shall be for five years; renewable for four additional five-year terms. Each successive term shall automatically renew, unless the parties give two years’ written notice.

2. Authority to Enter into AGREEMENT:

DESPP is authorized to enter into this AGREEMENT by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The Town is authorized to enter into this AGREEMENT pursuant to its general powers provided under CGS § 7-148 et seq. and the Town of East Hartford Charter.

3. Town's Responsibilities:

- A. Prior to joining the CLMRN, the Town shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, dispatch consoles, building enhancements, antennas, cabling, backup power, recording devices and subscriber devices/units.
- B. The Town may only use DESPP-approved radios, with authorized and validated serial numbers, talk groups and radio ID's. A list of approved radios is available upon request. The Town is responsible for the programming of its subscriber units. Before programming any subscriber units, the Town shall provide a list of the radios, each identified by: vendor/service provider, manufacturer, model number, serial number, configuration, firmware release, flash version or operating version, and the template it proposes to use.
- C. In the event that the Town desires enhanced radio coverage that requires additional radio site(s), the Town shall fund the costs of procuring and equipping any such additional sites. Maintenance costs for any such additional sites shall be the responsibility of the Town.
- D. The Town shall purchase all portable and mobile radios for 53 Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The Town shall provide compatible dispatch consoles, if desired.
- F. The Town shall secure all necessary licensing fees for all Town purchased and maintained equipment.
- G. The Town shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios, dispatch consoles and other necessary equipment.
- H. The Town may make further upgrades during the term of the AGREEMENT, provided that such upgrades are approved by DESPP.

- I. The Town shall provide reasonable support to DESPP in managing the Town's use of the CLMRN.
- J. The Town and DESPP shall mutually agree on an initial programming template and all subsequent changes for all consoles and subscriber units.
- K. The Town agrees to hold and treat all subscriber programming information as confidential/public safety sensitive and will not release any information to any third-party without approval of DESPP, except as provided by law.

4. DESPP's Responsibilities

- A. DESPP shall provide reasonable support to the Town for the management of the CLMRN. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This AGREEMENT does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.
- B. DESPP shall make its best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the Town's borders.
- C. DESPP shall review requests for additional subscriber units or talk groups from the Town and consider the capacity of the overall system, the impact on system management, the desired grade of service as well as the system capacity in the geographic area of the Town when rendering a decision on the request.
- D. DESPP agrees to resolve disputes between it and the Town at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of the Division of Statewide Emergency Telecommunications (DSET) or designee and the chief elected official or designee.
- E. DESPP shall be responsible for the assignment of subscriber identification numbers and assignment of talk groups. DESPP is not responsible for the programming of subscriber units not owned by DESPP.
- F. DESPP shall provide access to the CLMRN without charging a user fee or subscriber fee for the entire duration of this AGREEMENT.

5. Other Terms and Conditions:

- A. Subscriber unit coverage is not guaranteed and will vary from location to location. The Town is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its desired coverage areas.

- B. Private calling permits properly programmed radios to engage in "one-on-one" conversations. Only the initiating and target radios are able to communicate. Private calling can significantly tie up system resources. At the discretion of DESPP, certain subscriber units of the Town may be permitted to access private calling, after DESPP makes a determination of the need and potential impact to the System.
- C. System keys for programming are authorized only to the Town for the purposes as specified in this agreement. System keys are to remain in the possession of the designated Town representative(s) at all times. When not in use, system keys shall be secured. System keys are subject to audit and will be issued for one year, renewable for the duration of the agreement.
- D. The programming of unauthorized talk groups will be considered a violation of this AGREEMENT and may result in the revocation of programming privileges.
- E. DESPP recognizes that municipalities may have unique public safety needs that may require use of the CLMRN. One area of concern may be the need to respond to emergencies involving school transportation. However, excessive use of the CLMRN can impact capacity on the network for other users. DESPP frequently monitors the amount of traffic on the network (e.g., number of push-to-talks, length of transmissions, etc.) as a means to maintain operational capacity. To this end, the CLMRN is not designed to support routine school bus operations.

In an effort to support the public safety needs of Connecticut municipalities, the Division of Statewide Emergency Telecommunications shall review requests to use the CLMRN by municipalities for school transportation on a case-by-case basis. Requests for this and other proposed uses of the CLMRN must be submitted in writing to the DESPP Connecticut Telecommunications System (CTS) Unit. The Division shall approve requests based on the following:

1. The Request must contain details of proposed and normal day-to-day communication scenarios, including:
 - a. the proposed geographic area of operation;
 - b. the proposed acceptable circumstances for communication;
 - c. the proposed number of subscriber units authorized in the fleet; and
 - d. the current and projected system loading.
2. The municipality, in writing, shall demonstrate how use of the CLMRN will be restricted to critical communications related to:
 - a. immediate safety of life and

- b. interoperability with public safety agencies such as police, fire, emergency medical services, or public works.

Final decisions rendered are not subject to appeal. Written requests can be e-mailed to the CTS Unit at: P25@ct.gov. Additional information may be requested by contacting P25@ct.gov.

- F. The Town assumes responsibility and liability for programming of their subscribers and their proper functioning.
- G. Programming can be a complicated and time consuming process. The Town represents that those that are permitted to program radios to be used on the CLMRN have attended and successfully demonstrated competence at manufacturer-level training for the subscribers to be used on the network.
- H. The Town represents and warrants to DESPP that they have duly authorized execution and delivery of this AGREEMENT and the obligations assumed by them hereunder; that the Town shall comply with all applicable state and federal laws and municipal ordinances in satisfying their obligations under and pursuant to this AGREEMENT; that the execution, delivery and performance of this AGREEMENT shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
- I. This AGREEMENT, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.
- J. This AGREEMENT contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- K. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this AGREEMENT.
- L. Any notices required or permitted under this AGREEMENT shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the Town of East Hartford:
Mayor or designee
740 Main Street
East Hartford, CT 06108

As to the State of Connecticut:
Director of Statewide Emergency
Telecommunications or designee
1111 Country Club Road
Middletown, CT 06457

6. Executive Orders and Other Enactments

- A. All references in this AGREEMENT to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the AGREEMENT at any time during its term, or that may be made applicable to the AGREEMENT during its term. This AGREEMENT shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this AGREEMENT if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- B. This AGREEMENT is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this AGREEMENT as if they had been fully set forth in it.
- C. This AGREEMENT may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this AGREEMENT as if fully set forth in it.

7. Indemnification

- A. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the AGREEMENT, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the AGREEMENT. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The

Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- B. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- C. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- D. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the AGREEMENT, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- E. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- F. This section shall survive the Termination of the AGREEMENT and shall not be limited by reason of any insurance coverage.
- G. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this AGREEMENT that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgement of parties.
- H. "Claim" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

8. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the AGREEMENT shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the AGREEMENT. To the extent that this section conflicts with any other section, this section shall govern.

9. Forum and Choice of Law

The parties deem the AGREEMENT to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the AGREEMENT to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

10. Encryption of Data; Breach of Security or Loss

- A. Contractor and Contractor Parties, at their own expense, shall encrypt any and all data that they come to possess or control, wherever and however stored or maintained, and which data the Department of Administrative Services Bureau of Enterprise Systems and Technology (BEST) or a Department, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols. The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.
- B. The Contractor and Contractor Parties shall notify BEST, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection (a) above has been subject to a “data breach.” For purposes of this Section, a “data breach” is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or

possession of any or all of the data without prior written authorization from BEST or the Department.

- C. In addition to the notification requirements of subsection (b), should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to BEST, the Department and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:
1. Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
 2. Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
 3. Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
 4. Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from BEST, the Department or any State of Connecticut entity.

- D. The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Section just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.
- E. The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of BEST or a Department at law or in equity, the Contractor shall indemnify and hold harmless BEST, the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

11. Nondiscrimination

- A. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 4. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 5. "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;
 6. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 7. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 8. "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
 9. "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- B. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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; and the Contractor 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor 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, 46a-68e and 46a-68f; and (5) the Contractor 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 Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- C. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor'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 projects.
- D. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- E. The Contractor 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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 Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- G. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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 that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor 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; and (4) the Contractor 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 Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- H. The Contractor 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.

STATE OF CONNECTICUT
DEPARTMENT OF MERGENCY SERVICES
AND PUBLIC PROTECTION

Date _____

By _____
James C. Rovella
Its Commissioner
Duly Authorized

TOWN OF EAST HARTFORD

Date _____

By _____
Michael P. Walsh
Its Mayor
Duly Authorized



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh
RE: AMUSEMENT PERMIT APPLICATIONS

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

Sec. 5-3 (e):

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

Please add the following amusement permit to the Town Council agenda for the October 18th, 2022 meeting.

- **Hartford Harley-Davidson Hog-O-Ween**
 - Saturday, October 29, 2022; 11 AM- 3 PM, 221 Governor St.

C: S. Sansom, Chief of Police
C. Martin, Chief of Staff

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

SCOTT M. SANSOM
CHIEF OF POLICE

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: October 11, 2022

Re: **Amusement Permit Application**
“Hog-O-Ween”

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

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



Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

October 11, 2022

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

**Re: Outdoor Amusement Permit Application
"Hartford Harley-Davidson Hog-O-Ween"**

Dear Chairman Kehoe:

Attached please find the amusement permit application by the **Hartford Riders, LLC dba Hartford Harley-Davidson by Emilee Traiongo, Marketing Director**. The applicant seeks to conduct the **Hartford Harley-Davidson Hog-O-Ween** on their premises at **221 Governor Street** on **Saturday, October 29, 2022**, from **11:00 am – 3:00 pm** with live entertainment, cornhole, raffles and Halloween costume contest. This event is rain or shine.

The applicant respectfully **requests a waiver of the associated time requirement** under the provisions of (TO) 5-2(a).

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

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

The **Fire Department** approves the application as submitted and state **there are no anticipated costs to their Department**. They would like to remind event organizer to **contact 911 system to request emergency services should the need arise**, since some of the questions that pertained to emergency services were left blank on permit application.

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

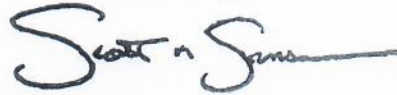
The **Police Department** conducted a review of the application and the following comments/recommendations are made:

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

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

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Sansom". The signature is written in a cursive style with a long horizontal flourish at the end.

Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Friday, October 7, 2022 8:48 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

OK

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Thursday, October 6, 2022 2:45 PM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

Good afternoon,

Attached are both the Director's Review & Notice and the Outdoor Amusement Permit Application for Hartford Harley-Davidson. They are holding an event called "Hog-O-Ween" on Saturday, October 29th. There will be live music, cornhole, raffles and a Halloween costume contest. The Certificate of Insurance was included with the application.

I just received this and due to the date of the event, it needs to go on the October 18th Town Council meeting agenda. I know it is really short time frame to review but I need this back **no later than noon on Wednesday, October 12th**.

I thank you in advance for your cooperation.

Tina

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

Rivera, Augustina

From: Gentile, Richard
Sent: Friday, October 7, 2022 7:58 AM
To: Rivera, Augustina; Burnsed, Laurence; Cruz-Aponte, Marilyn; Fravel, Theodore; Munson, Kevin
Cc: Alsup, Steve; Browning, Craig; Cohen, Bruce; Cummings, Kim; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Hawkins, Mack; McCaw, Melissa; Neves, Paul; O'Connell, Michael; Pelow, John; Sansom, Scott; Sassen, Christine
Subject: RE: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

I have no comments or concerns. Rich

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108

860-291-7217
rpgentile@easthartfordct.gov

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE (1) IMMEDIATELY NOTIFY THE OFFICE OF THE CORPORATION COUNSEL ABOUT THE RECEIPT BY TELEPHONING (860)291-7219; (2) DELETE ALL COPIES OF THE MESSAGE AND ANY ATTACHMENTS; AND (3) DO NOT DISSEMINATE, FORWARD, OR MAKE ANY USE OF ANY OF THEIR CONTENTS.

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Thursday, October 6, 2022 2:45 PM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sassen, Christine <CSassen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

Good afternoon,

Attached are both the Director's Review & Notice and the Outdoor Amusement Permit Application for Hartford Harley-Davidson. They are holding an event called "Hog-O-Ween" on Saturday, October 29th. There will be live music, cornhole, raffles and a Halloween costume contest. The Certificate of Insurance was included with the application.

Rivera, Augustina

From: Alsup, Steve
Sent: Tuesday, October 11, 2022 9:06 AM
To: Rivera, Augustina
Subject: Fw: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

Good morning Tina,

The FD approves this application with the note for the event to utilize the 911 system to request emergency services. The emergency services questions were blank on the application.

The FMO sees no issue with this application

Working remotely today, so I'll get you the paperwork tomorrow. (computer is not cooperating on the form download!)

Best Regards,
Stephen Alsup
Assistant Chief
East Hartford Fire Department
31 School Street
East Hartford, CT 06108
(860) 291-7400

From: Pelow, John <JPelow@easthartfordct.gov>
Sent: Tuesday, October 11, 2022 8:35 AM
To: Alsup, Steve <SAlsup@easthartfordct.gov>
Subject: RE: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

I don't see any issues I will leave the form with Reagan.
John

From: Alsup, Steve <SAlsup@easthartfordct.gov>
Sent: Tuesday, October 11, 2022 8:18 AM
To: Pelow, John <JPelow@easthartfordct.gov>
Subject: Fwd: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

Any issues with this one? I want to initially approve by email today and send paperwork when I'm back in the office tomorrow.

Best regards,
Steve Alsup
Assistant Fire Chief
East Hartford Fire Department
Sent from my iPhone

Health



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, October 29, 2022**
Rain or Shine event

Event: **"Hog-O-Ween"**

Applicant: **Emilie Traiongo, Hartford Harley-Davidson Marketing Director**

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

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

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

Anticipated Cost(s) if known \$ _____

Laurence Burnsed, MPH, MBA
Signature

10/11/2022
Date

Comments:



Scott Sansom
Chief of Police

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

Parks & Rec



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, October 29, 2022**
Rain or Shine event

Event: **"Hog-O-Ween"**

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

Ted Fravel

Signature

10/11/22

Date

Comments:



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, October 29, 2022**
Rain or Shine event

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Applicant: **Emilie Traiongo, Hartford Harley-Davidson Marketing Director**

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

Anticipated Cost(s) if known \$ _____

Signature **Marilynn Cruz-Aponte Director** **10-11-22** Date

Comments:

Rivera, Augustina

From: Hawkins, Mack
Sent: Tuesday, October 11, 2022 7:46 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

Tina,

I have reviewed the Outdoor Amusement Permit Application for "Hartford Harley Davidson Hog-O-Ween" for 2022. I approve the application as submitted. Please mark the worksheet "**Extra Attention**" for the day of the event.

Thank you,

Mack S. Hawkins

Assistant Chief of Police
East Hartford Police Department
[31 School St.](#)
[East Hartford, CT 06108](#)
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, October 11, 2022 7:36 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application-Hartford Harley Davidson Hog-O-Ween

Good morning,

Just a friendly reminder I need your comments on this. If at all possible today that would be great, Mayor's Office is inquiring about this for agenda purposes.

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

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

1. Name of Event: Hog-oween Event
2. Date(s) of Event: October 29th, 2022 RAIN OR SHINE
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant): Hartford Riders LLC dba Hartford Harley-Davidson
Hartford Harley-Davidson
221 Governor St. East Hartford, CT
860-748-4607 marketing@hartfordharley.com
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.
Chad Raymond - Director of Operations (Sheldons HD 914 Southbridge St. Auburn, MA)
Bryan Castor
+ Chad Clark } Owners (Old School H-O
398 Somers Rd. Ellington, CT)
5. List the location of the proposed amusement: (Name of facility and address)
Hartford Harley-Davidson
221 Governor St. East Hartford, CT 06108
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
Saturday October 29th, 2022 11-3pm
7. Provide a detailed description of the proposed amusement:
Live Music by Screamin Eagle band
Cornhole + raffles
Halloween costume contest

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

Yes

No

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

12 - 3pm

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

30 - 60 yrs

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

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

150

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

a. Crowd size impact:

main parking lot closed for event

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

Bikes entering Governor St. Cars entering Ash. St.

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

Back lot = bikes. Side lot = cars

d. Noise impact on neighborhood:

None

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

Trash cans around perimeter + trash clean up

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

None

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

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

Both entrances

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

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

d. Crowd control plan:

close parking areas when filled

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

end of day clean up, removal of cones + trash

f. Provision of sanitary facilities:

2 porta potties

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

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

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

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

Yes No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

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

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

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

Time Waiver

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

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

a. False Statement is a Class A Misdemeanor.

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

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

Hartford Riders LLC dba Hartford Harley-Davidson
(Legal Name of Applicant)

Emilee Traoungo
(Applicant Signature)

Emilee Traoungo
(Printed Name)

10/6/22
(Date Signed)

Marketing Director
(Capacity in which signing)

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

FOR OFFICE USE

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

<u>YES</u>	<u>NO</u>
<u>YES</u>	<u>NO</u>
<u>YES</u>	<u>NO</u>
<u>YES</u>	<u>NO</u>
<u>YES</u>	<u>NO</u>

Outdoor Amusement Permit Fees:

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

Total Assessed Amusement Permit Fee

Received By: Augustina Ruera

Employee Number: 9099

Date & Time Signed: 10/6/22 1:49 AM PM

Time remaining before event: 23 days.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THORNE INSURANCE GROUP 319 Cherry Street Bridgewater, MA 02324 License #:		CONTACT NAME: Bruce Thorne PHONE (A/C, No., Ext): (508)279-4454 FAX (A/C, No): (888)427-4454 E-MAIL ADDRESS: bruce@thorneinsurancegroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL CASUALTY COMPANY NAIC # 11991	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KKO0000026583500	05/15/22	05/15/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> DPD <input checked="" type="checkbox"/> GK			KKO0000026583400	05/15/22	05/15/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XKO0000026583600	05/15/22	05/15/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	BPP Garage Keepers - direct primary DPD			KKO0000026583400	05/15/22	05/15/23	1,000,000 1,000,000 2,267,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of East Hartford and the East Hartford Board of Education, its officials, employees, volunteers, boards and commissions are included as an Additional Insured on automobile, general liability and umbrella/excess liability policies.

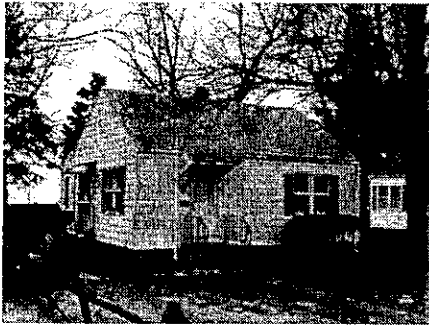
CERTIFICATE HOLDER **CANCELLATION**

The Town of East Hartford and East Hartford Board of Education 740 Main Street East Hartford, CT 06108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Town of East Hartford Property Summary Report

26 OXFORD DR

MAP LOT:	19-254	CAMA PID:	10906
LOCATION:	26 OXFORD DR		
OWNER NAME:	MITCHELL KENNETH		



10906 03/23/2016

OWNER OF RECORD
MITCHELL KENNETH
26 OXFORD DR
EAST HARTFORD, CT 06118

LIVING AREA:	936	ZONING:	R3	ACREAGE:	0.15
---------------------	-----	----------------	----	-----------------	------

SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
MITCHELL KENNETH	3833/0284	05-Jun-2019	\$0.00
MITCHELL KENNETH	3829/0090	14-May-2019	\$0.00
SMITH ALICE M EST OF C/O KENNETH H MITCHELL	3665/0113	29-Jan-2017	\$0.00
SMITH ALICE M	2867/0200	11-Feb-2007	\$140,000.00
BANKS LEONARD & SHIRLEY	2127/0139	01-Sep-2002	\$115,000.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$114,070.00	IMPROVEMENTS:	\$76,760.00	LAND:	\$37,310.00
---------------	--------------	----------------------	-------------	--------------	-------------

ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2021	\$114,070.00	\$76,760.00	\$37,310.00
2019	\$83,480.00	\$55,210.00	\$28,270.00
2018	\$83,480.00	\$55,210.00	\$28,270.00
2017	\$83,480.00	\$55,210.00	\$28,270.00
2016	\$83,480.00	\$55,210.00	\$28,270.00

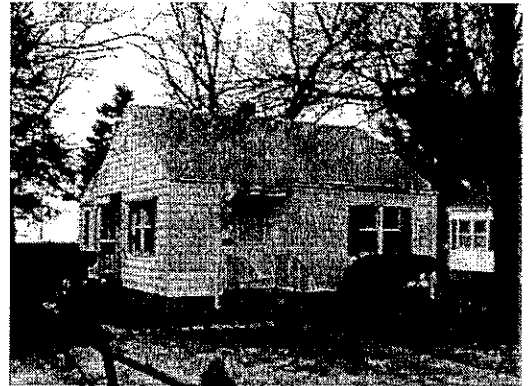
Town of East Hartford Property Summary Report

26 OXFORD DR

MAP LOT:	19-254	CAMA PID:	10906
LOCATION:	26 OXFORD DR		
OWNER NAME:	MITCHELL KENNETH		

BUILDING # 1

YEAR BUILT	1941	EXT WALL 1	Aluminum Sidng
STYLE	Ranch	INT WALLS 1	Drywall
MODEL	Residential	HEAT FUEL	Other
STORIES	1.0	HEAT TYPE	Hot Water
OCCUPANCY	One Family	AC TYPE	None
ROOF	Gable	BEDROOMS	2
ROOF COVER	Asphalt	FULL BATHS	1
FLOOR COVER 1	Hardwood	HALF BATHS	0
% BSMT	100	TOTAL ROOMS	4
% FIN BSMT	0	% REC RM	0
% SEMI FIN	30	% ATTIC FINISH	0
BSMT GARAGE		FIREPLACES	0



10906 03/23/2016

EXTRA FEATURES

DESCRIPTION	CODE	UNITS
Garage	FGR1	1x200 (200.00 S.F.)

RECORD OF OWNERSHIP		TOPO		UTILITIES		SIRT/ROAD		LOCATION		CURRENT ASSESSMENT		PREVIOUS ASSESSMENTS (HISTORY)	
MITCHELL KENNETH		A Good		1 All		1 Paved		RES LAND		Code 1-1		Assessed 37,310	
26 OXFORD DR		Homeown						DWELLING		Code 1-3		73,230	
EAST HARTFORD CT 06118		Census 5107						RES OUTBL		Code 1-4		3,530	
		VCS 1306								Code 1-4		5,040	
		# Units 1								Total		114,070	
		Class Res								Total		162,960	
		GIS ID								Total		83,480	
		Assoc Pld#								Total		83,480	

EXEMPTIONS		OTHER ASSESSMENTS		SALE DATE		SALE PRICE		VC		APPRaised VALUE SUMMARY	
Description		Amount		Code		Description		Number		Amount	
Year		Code		Year		Code		Year		Code	
2021		1-1		2019		1-1		2018		1-1	
		1-3		2017		1-3		2019		1-3	
		1-4		2007		1-4		2019		1-4	
		Total		2002		Total		2019		Total	
		0.00		Q		115,000		3,530		83,480	
		0.00		Q		140,000		73,230		53,450	
		0.00		Q		115,000		37,310		28,270	
		0.00		Q		115,000		37,310		28,270	

ASSESSING NEIGHBORHOOD		NOTES	
Nbrd	0001	SKETCH REVISION, COND C TO B, REVAL 2006.	
Nbrd Name	B	SKETCH REVISION, COND C TO B, REVAL 2006.	
Tracing		SKETCH REVISION, COND C TO B, REVAL 2006.	
Batch		SKETCH REVISION, COND C TO B, REVAL 2006.	
Amount	0.00	SKETCH REVISION, COND C TO B, REVAL 2006.	
Comm Int		SKETCH REVISION, COND C TO B, REVAL 2006.	

BUILDING PERMIT RECORD		LAND LINE VALUATION SECTION	
Permit Id	B-20-458	Zone	R3
Issue Date	06-16-2020	Description	One Family
Type	RS	Land Type	
Amount	950	Land Units	0.150 AC
Insp Date	10-13-2011	Unit Price	80,258.00
% Comp	100	Size Adj	4.91932
Date Comp		Site Index	5
Comments	REPLACING ONE ENTRY DO fix garage & house roof & repl	Cond.	1.00
		Nbhd.	13
		Nbhd. Adj	0.900

VISIT/CHANGE HISTORY		LAND LINE VALUATION SECTION	
Permit Id	B-11-887	Zone	R3
Issue Date	10-13-2011	Description	One Family
Type	RP	Land Type	
Amount	5,000	Land Units	0.150 AC
Insp Date		Unit Price	80,258.00
% Comp	100	Size Adj	4.91932
Date Comp		Site Index	5
Comments	REPLACING ONE ENTRY DO fix garage & house roof & repl	Cond.	1.00
		Nbhd.	13
		Nbhd. Adj	0.900

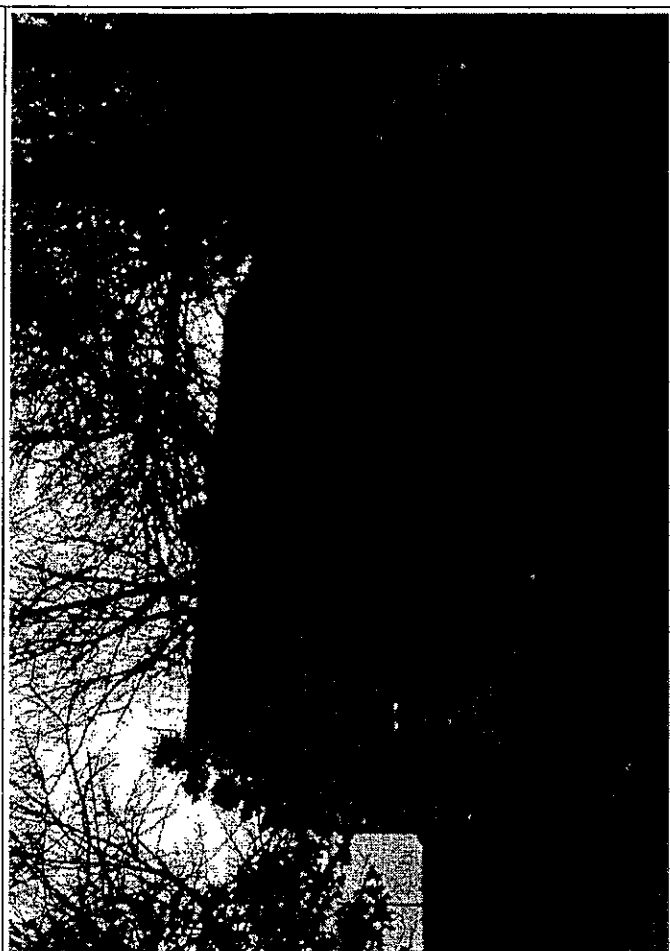
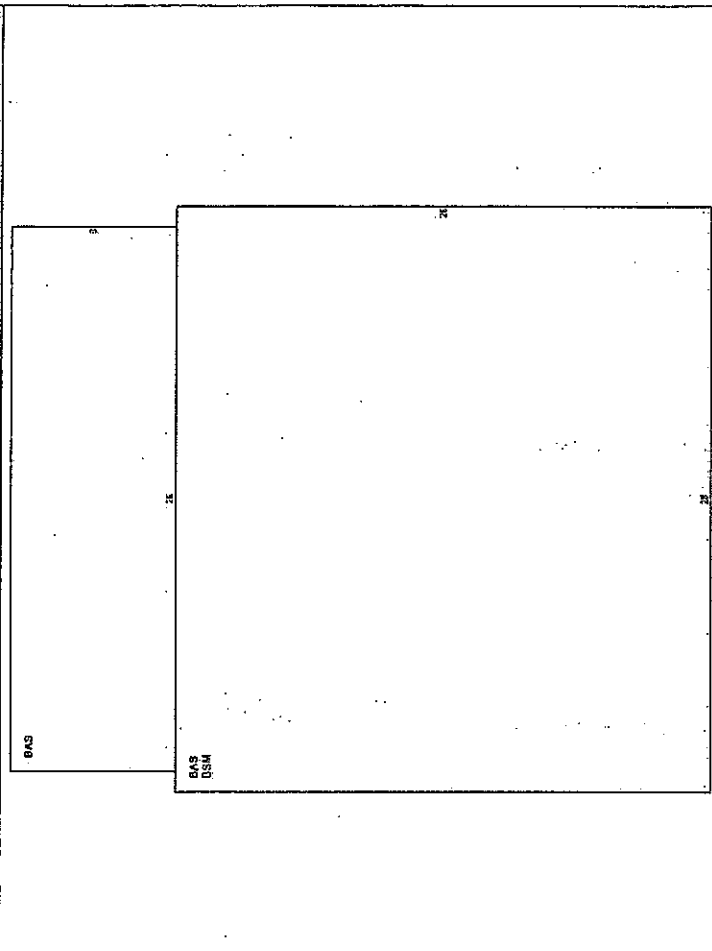
APPRaised VALUE SUMMARY		LAND LINE VALUATION SECTION	
Appraised Bldg. Value (Card)	104,620	Zone	R3
Appraised Xf (B) Value (Bldg)	0	Description	One Family
Appraised Ob (B) Value (Bldg)	5,040	Land Type	
Appraised Land Value (Bldg)	53,300	Land Units	0.150 AC
Special Land Value	0	Unit Price	80,258.00
Total Appraised Parcel Value	162,960	Size Adj	4.91932
Valuation Method	C	Site Index	5
		Cond.	1.00
		Nbhd.	13
		Nbhd. Adj	0.900

This signature acknowledges a visit by a Data Collector or Assessor

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description								
Style	01	Ranch	% Semi FBM	30									
Model	01	Residential	% Attic Fin	0.00									
Grade:	55	1.00	Unfin %	0									
Stories	1.0		CONDO DATA										
Occupancy	1	Aluminum Siding	Parcel Id	C	Ownr								
Exterior Wall 1	26			B	S								
Exterior Wall 2			Adjust Type	Code	Description								
Roof Structure	03	Gable	Condo Fir		Factor%								
Roof Cover	03	Asphalt	Condo Unit										
Interior Wall 1	05	Drywall	COST / MARKET VALUATION										
Interior Wall 2			Building Value New		160,955								
Interior Fir 1	12	Hardwood	Year Built		1941								
Interior Fir 2			Effective Year Built		1986								
Heat Fuel	10	Other	Depreciation Code		A								
Heat Type:	05	Hot Water	Remodel Rating		1998								
AC Type:	01	None	Depreciation %		35								
Total Bedrooms	2		Functional Obsol		1								
Full Bthrms:	1		External Obsol										
Half Baths:	0		Trend Factor										
Extra Fixtures	0		Condition										
Total Rooms:	4	Average	Condition %		65								
Bath Style:	02	Average	Percent Good		104,620								
Kitchen Style:	02		RCNLD										
Num Kitchens	1		Dep % Ovr										
Fireplaces	0		Dep Ovr Comment										
Extra Openings	0		Misc Imp Ovr										
Prefab Fp(s)	0		Misc Imp Ovr Comment										
% Basement	100		Cost to Cure Ovr										
Bsmt Garage(s)	0		Cost to Cure Ovr Comment										
% Fin Bsmt	0		JOB / OUTBUILDING & YARD ITEMS (D) / XT / BUILDING EXTRA FEATURES (B)										
% Rec Room	0		Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
% Semi FBM	30		FGR1	Garage	L	200	42,000	1985	60	C	1.00		5,040
% Attic Fin	0.00												

BUILDING SUB-AREA SUMMARY SECTION													
Code	Description	Living Area	Floor Area	Eir Area	Unit Cost	Undeprec Value							
BAS	First Floor	936	936	936	139.48	130,549							
BSM	Basement	0	728	218	41.77	30,406							
Ttl Gross Liv / Lease Area		936	1,664	1,154		160,955							





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 17, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Refund of Taxes

A handwritten signature in black ink, appearing to read "M. Walsh", is written over the "FROM:" line of the header.

Please find enclosed a request to approve a total refund of taxes in the amount of \$2,036.19.

Please place on the Town Council Agenda for the October 18th, 2022 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector
M. McCaw, Finance Director

Michael P. Walsh
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

Phone:(860)291-7250

FAX: (860)289-7354

Iris K. Laurenza, CCMC
Collector of Revenue

October 11, 2022

PEREZ ORIO V L/U
PEREZ MERCEDES
665 GOODWIN ST
EAST HARTFORD CT 06108

Refunds CGS 12-129

RE: 2021010011143

665 GOODWIN ST

Dear Taxpayer:

An **overpayment** has come about on the above referenced account. This form **must be signed and returned to us** before the refund process can begin. You further understand that any false request or misleading statements could subject you to penalties for perjury and or for obtaining money under false pretenses.

Please be aware that due to Connecticut General Statute requirements and Town Ordinances, there are several steps that must be taken for this application to be processed. Therefore, we ask for your patience and will process this refund as quickly as possible. **Please verify that your address is correct; otherwise, please provide us with the necessary corrections below.**

If you have any questions, please do not hesitate to contact our office.

Thank you for your cooperation.

Address Correction:

Overpayment Amount **\$2,036.19**

Or Transfer to (List #) _____

Refund to Taxpayer **\$ 2,036.19**

Taxpayer Signature _____

Telephone Number _____

TOWN OF EAST HARTFORD

ADVISORY

665 GOODWIN ST
EAST HARTFORD, CONNECTICUT 06108

PHONE (860) 288-7280
FAX (860) 288-7354

Customer ID: 12345
NAME: JOHN J. JONES
ADDRESS: 665 GOODWIN ST
EAST HARTFORD CT 06108

Account: 00123456

REF: 2010011143

665 GOODWIN ST

Date: 11/15/10

All payments for this account on the above referenced account. This form must be signed and returned to us before the refund process can begin. You further understand that any false or misleading statements could subject you to penalties for perjury and other legal consequences.

Please Note: The Town of East Hartford cannot issue you a refund and Town employees cannot discuss your account information to be processed. If you have any questions, please call us at (860) 288-7280. If you are unable to call, please fax us at (860) 288-7354. We will process your refund as quickly as possible. If you have any questions, please provide us with the following information:

1. How long has your account been in arrears?

2. How long has your account been in arrears?

Signature: _____
Name: _____

Date: _____



2021010011143

AS OF 10/05/2022

GENERAL DATA REAL ESTATE TOWN OF EAST HARTFORD

BILL NO: 2021-01-0011143 ORIGINAL OWNER: PEREZ ORIO V L/U
 UNIQUE ID: 00005381 C/O: PEREZ MERCEDES
 LINK#: ADDRESS: 665 GOODWIN ST
 FILE#: ADDRESS2:
 BANK: CITY ST ZIP: EAST HARTFORD CT 06108
 ESCROW: COUNTRY:
 VOL/PAGE: 2614-220 PROP LOC.: 665 GOODWIN ST
 LIEN VOL/PAGE: EXTR PROP LOC:
 DISTRICT: M/B/L: 49 18
 PROP ASSESSED: 148,280 ELD CODE: 1000
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE:
 NET VALUE: 148,280
 MILL RATE: 41.0000

***** BILLED *****
 INST1 TOWN
 INST2 3,039.74
 INST3 3,039.74
 INST4 0.00
 ADJ 0.00
 TOT TAX -1,900.00
 TOTAL PAID: 4,179.48
 4,125.93

***** PAYMENTS *****
 TYPE CYCLE DATE ADJ TERM/BATCH/SEQ INST AMOUNT INTEREST FEES TOTALS
 Pmt 2 08/26/2022 P 42/889/20 T 2,036.19 0.00 0.00 2,036.19
 Pmt 2 08/10/2022 54/550/11 T 1,976.88 59.31 0.00 2,036.19
 Adj 2 08/05/2022 11 79727R T -1,000.00 0.00 0.00 0.00
 Adj 2 08/05/2022 11 79726R T -900.00 0.00 0.00 0.00
 Pay-T 12 06/22/2022 28/2883/32 T 112.86 0.00 0.00 112.86 N
 TOTAL PAYMENTS 4,125.93 59.31 0.00 4,185.24

TOTAL BALANCE DUE AS OF 10/05/2022
 INT DUE 0.00
 LIEN DUE 0.00
 FEES DUE 0.00
 TAX DUE NOW 0.00
 TOT DUE NOW 0.00
 BALANCE DUE 53.55

***** FLAGS *****
 Circuit Breaker Amount 1000 Benefit Year 0
 Town Benefit 900.00 CB/Freeze Amt 1,000.00 TOWN: 1,000.00
 Invalid Address Flag No
 Last Adjustment Reason APPLY STATE BENEFIT (MAP)
 ADD. MESSAGES

6/23/22 2020-01-11154 TO 2021-01-11143-RS
 8/8/22 MAILED OUT ADJUSTED BILL PER ADJUSTMENT REPORT- AB
 8-26-22 REBILLED , AP
 10/3/22- taxpayer relative called upset taxpayer made 2 payments in error and wants money back i told her there is no credit at this time and we only refund when a credit is produced, she was upset and wanted to speak to iris-ki
 10/3/22 SPOKE WITH TAXPAYERS DAUGHTER - WOULD LIKE SECOND INSTALLMENT REFUNDED. HOWEVER THERE IS NO CREDIT - SHE SAID HE S ON A FIXED INCOME AND IS GOING TO BOUNCE CHECKS - I EXPLAINED SINCE THERE WAS NO CREDIT - WE DO NOT NORMALLY REFUND IF THERE IS AN OUTSTANDING AMOUNT DUE OR THE BILL IS SIMPLY PAID IN FULL, BASED ON THE TIMELINE OF REFUNDS PROCESS A REFUND CHECK WOULD LIKELY BE ISSUED IN DECEMBER - I SUGGESTED THAT SHE COME IN TO FILL OUT A REFUND REQUEST BUT COULD NOT GUARENTEE THAT IT WOULD BE APPROVED - SHE WOULD HAVE TO PROVIDE AN EXPLANATION OF THE SITUATION.... ETC. IKL.