

Robert J. Cook

2016 OCT 27 P 1:02

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
NOVEMBER 1, 2016

TOWN CLERK
EAST HARTFORD

6:45P.M. Executive Session

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. October 18, 2016 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Library Administration and Operations Contract:
 1. Appointment of Mayor Leclerc as Director of Libraries
 2. Bid Waiver: Contract re: Hartford Public Library and East Hartford Public Library
 - B. State of Connecticut Plan of Operations Agreement: EHPD
 - C. Capital Region Development Authority MOU
 - D. Outdoor Amusement Permit Application: Holiday Fest 2016
 - E. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Personal Injury Claim of Corey Wray
 - B. Personal Injury Claim of Raymond Alvarado
 - C. Dionicia Ysabel v Town of East Hartford, et al
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: November 15th)

Robert J. Pasak

EAST HARTFORD TOWN COUNCIL

2016 OCT 24 A 8: 33

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 18, 2016

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

ABSENT Councillor Patricia Harmon

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:40 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) noted that approximately 85% of all municipal budgets are allocated to personnel-related expenses; (2) believes that contract negotiations should be made public; and (3) inquired on the impact the Connecticut City and Town Development Act would have on East Hartford, if the taxpayers vote it down in November.

Don Currey, 14 Martin Circle, (1) applauded Esther Clarke's service on the Pension and Retiree Benefit Board; and (2) recognized the efforts of the Town Council relative to the town's bond rating.

Mayor Leclerc (1) thanked Esther Clarke for her service on the Pension and Retiree Benefit Board; (2) the Moody's rating for the town is Aa2; (3) the town has submitted an addendum to their response to the MMCT venture; (4) the town's emergency management team was recognized for their professionalism by state and federal authorities during the investigation of the recent plane crash on Main Street; (5) "Thinking Money" is a new exhibit being held at Raymond Library from October 19th to November 28th; (6) the "Prescription Drug Take-back Day" will be held Saturday October 22nd at the Public Safety Complex; (7) the Willow Street Extension exit off of Route 2 East will be closed from October 24th to October 25th; and (8) October 31st will be the start of leaf pick-up – the route will be posted to the town's website – starting at Pitkin Street and going clockwise through town; the town will collect bagged leaves through December 9th.

APPROVAL OF MINUTES

October 5, 2016 Executive Session

MOTION By Linda Russo
seconded by Marc Weinberg
to **approve** the minutes of the October 5, 2016 Executive Session.
Motion carried 8/0.

October 5, 2016 Regular Meeting

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the October 5, 2016 Regular Meeting.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Resignation of Esther Clarke from the Pension and Retiree Benefit Board

Chair Kehoe announced Councillor Clarke's resignation from the Pension and Retiree Benefit Board and thanked her for her service to the town. The Chair also announced that he has appointed Councillor Joseph Carlson to serve as the Council representative on the Pension and Retiree Benefit Board.

NEW BUSINESS

Library Administration and Operations Contract:

Presentation by Bridget Quinn-Carey, Hartford Public Library

Mayor Leclerc stated that the town has conducted a continuous search for a Library Director through advertising in the Hartford Courant, postings in various Library associations and electronic bulletin boards as well as the town's website. While a few candidates applied, she did not find anyone who could handle the newly expanded operations of the Raymond Library. After careful consideration, a Library Administration and Operations Contract with the Hartford Public Library System to partner with the Town of East Hartford is presented to the Council for approval.

Mike Walsh, Finance Director, provided the financial vetting process for the Council. Mr. Walsh stated that most everything in the Library will remain the same – employees, payroll, vendor payments, budgetary issues, IT support, grounds keeping, etc. He noted that the existing library budget is approximately \$1.2M and will be set in the usual manner, with funding remaining substantially unchanged.

Bridget Quinn-Carey, Chief Executive Officer, Hartford Public Library, offered the Council a PowerPoint presentation that explained the things that will change at the Library under the proposed contract: new senior management, different long term planning and programming and interface with the Mayor's office. All decision making will be made in collaboration with Raymond Library employees and town officials. East Hartford will make the final decision on all programming and budgetary matters. Ms. Quinn-Carey believes that the partnership of the East Hartford Public Library and the Hartford Public Library is a win-win for both communities. The leadership team that the proposed contract provides will only enhance and strengthen future service opportunities for East Hartford.

Scott Chadwick, Corporation Counsel, reviewed the proposed contract with the Council and answered questions that were raised. Attorney Chadwick noted that he negotiated

the proposed contract with Ms. Quinn-Carey and Hartford Public Library's Chief Administrative Officer, Mary Tzambazakis.

Councillors had several questions – and some suggestions for revisions to the proposed contract – for those who were involved in this presentation.

Appointment of Mayor Leclerc as Director of Libraries

No action taken at this time

Bid Waiver: Contract re: Hartford Public Library and East Hartford Public Library

No action taken at this time.

General Obligation Bonds: Sale and Rating Methodology:

Presentation by Michael Walsh, Finance Director

Mike Walsh, Finance Director, through a PowerPoint presentation, explained the various ratings from Moody's Investors Service. He indicated that the Town recently sold \$14.8M of 10-year General Obligations bonds and \$6.2M of 6-year General Obligation Refunding bonds producing interest savings on the existing bonds of approximately \$212,800 without increasing the life of the bonds. The Town's bond rating is AA2 (which is the third best credit level) as recently reaffirmed by Moody's Investor Service of New York.

Mr. Walsh indicated that there are two areas that are of concern to Moody's: reserve levels are below average and the community's below average wealth and income. Our credit strengths are (1) maintenance of stable financial position; (2) sizeable tax base; (3) rapid amortization of principle on outstanding debt; (4) sound OPEB funding policy; and (5) investments by UTC that demonstrate long-term commitment to the town.

Referral to Ordinance Committee: Percentage Increase of Other Post-Employment Benefits

MOTION By Bill Horan
 seconded by Esther Clarke
 to refer to the Ordinance Committee Section 10-52 of the East Hartford Code of Ordinances, entitled "Retiree Benefit Trust Fund", with instructions to review the ordinance with a view toward a possible increase of the Other Post-Employment Benefits trigger from 8% to 10%, and to report back to the Town Council with its recommendations, if any.
 Motion carried 8/0.

Referral to Fees Committee: Health Department

MOTION By Marc Weinberg
 seconded by Ram Aberasturia

to **refer** to the Fees Committee a review of Food Service fees charged by the town's Health Department as presented in a memo dated October 12, 2016 from Mayor Marcia Leclerc to Town Council Chair Rich Kehoe, with instructions to review the proposed increases and report back to the Town Council with its recommendations, if any.
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke asked if the latest response to the MMCT will have to be presented to the Town's Planning and Zoning Commission. *Mayor Leclerc indicated it would not be necessary.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Rafael Zeligzon, 430 Burnside Avenue, addressed the Council on his personal views regarding the recent plane crash and the upcoming Presidential election.

Susan Kniep, 50 Olde Roberts Street, suggested that Esther Clarke ask for a legal opinion on behalf of the town's residents regarding the CTDA bond referendum.

ADJOURNMENT


MOTION By Esther Clarke
 seconded by Bill Horan
 to **adjourn** (10:35 p.m.).
 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be on November 1st.

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

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

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

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

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

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

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

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

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

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

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

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

Thank you.

LIBRARY ADMINISTRATION AND OPERATIONS CONTRACT

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

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

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

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

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

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

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

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

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

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

1. Services and Goods.

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

2. Term and Termination.

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

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

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

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

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

3 **Price and Payment**

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

Term	Price
November 1, 2016 to October 31, 2017	\$ 97,000.00
November 1, 2017 to October 31, 2018	\$ 98,455.00
November 1, 2018 to October 31, 2019	\$ 99,932.00

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

4. Insurance.

(a) **Insurance.** During the term of this Contract, HPL shall maintain in force, at its own expense, commercial general liability insurance coverage of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate. HPL also shall maintain workers compensation insurance for HPL employees only providing the statutory benefits required by law. The Town shall be named as an additional insured on all such insurance.

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

(c) **Indemnification.** HPL will indemnify the Town and save it harmless from and against any and all claims actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of, or occasioned wholly or in part by, any negligent act or omission of HPL, its agents, contractors, employees, and servants. In case the Town shall, without fault on its part, be made a party to any litigation commenced by or against HPL, then HPL shall protect and hold the Town harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Town in connection with such litigation. The Town will indemnify HPL and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of, or occasioned wholly or in part by, any negligent action or omission of the Town, its agents, contractors, employees, and servants. In case HPL shall, without fault on its part, be made a party to any litigation commenced by or against the Town, then the Town shall protect and hold HPL harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by HPL in connection with such litigation.

5. Information, Intellectual Property and Employees.

(a) **Information.** In the performance of this Contract, HPL may be exposed to information regarding the identity of the Town's patrons, the Town may be exposed to information regarding HPL proprietary library management techniques, and either Party may be exposed to other information designated in writing by the disclosing Party as confidential (hereinafter collectively the "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Contract; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Contract, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Contract; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a

breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose

Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

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

6. **Town's Obligations.**

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

The Town is responsible for the structure, improvements, maintenance, janitorial services and supplies, repairs, and property insurance at the Library buildings. This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. HPL shall work with East Hartford Library Staff and the Town to ensure effective building maintenance by promptly identifying and reporting problems with the facilities

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

- (b) **Security.** The Town is responsible for providing security services for the Library and surrounding area.
- (c) **Utilities.** The Town is responsible for payment of utilities at the library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications, and Internet access.

7. **Excluded Services.**

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

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

8. **Conflict of Interest.**

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

9. **Notices**

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

Parties listed below:

Town of East Hartford
Marcia A. LeClerc, Mayor
740 Main Street
East Hartford, CT 06108
Fax: 860-282-2978

Hartford Public Library
Bridget Quinn-Carey, Chief Executive Officer
500 Main Street
Hartford, CT 06103
Fax: 860-722-6900

10. **Miscellaneous.**

- (a) **Independent Contractors.** The relationship of the Parties is that of independent contractors, and no partnership, joint venture, agency, employment, joint employment, or other relationship is intended hereby.
- (b) **Assignment.** Neither Party may assign this Contract to a third party not affiliated with such Party without the prior written consent of the other Party. Notwithstanding the foregoing, HPL may utilize vendors or subcontractors commonly or typically retained by it to provide minor or basic services outside the scope of the core services to be provided by HPL to the Town pursuant to this Contract.
- (c) **Warranty.** HPL warrants that it will perform and provide the Services with at least the care, diligence, and expertise generally accepted in the library service industry. **There are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.**
- (d) **Force Majeure.** HPL shall not be liable for any failure or delay in performance of this Contract due to causes beyond its control, including, but not limited to, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service, or utility.
- (e) **Town's Representation.** The Town represents and warrants that the Mayor of East Hartford has all necessary legal authority to enter into this Contract and that the person executing this Contract on its behalf is legally authorized to do so.
- (f) **Notices.** Notices required or permitted under this Contract shall be effective upon the third (3rd) business day after deposit in First Class mail, or upon receipt if emailed or faxed to the respective email addresses or fax numbers, if addressed to the Parties' respective addresses and marked to the attention shown on the sixth page of this Contract.

- (g) **Law and Enforceability.** This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut. If any provision of this Contract is conclusively determined to be illegal, invalid, or unenforceable, then such provision shall be severed, and the remaining provisions of this Contract shall be so construed to carry out, as nearly as legally permitted, the intentions of the Parties.
- (h) **Survival.** The provisions of Sections 5 and 8 shall survive any termination or expiration of this Contract.
- (i) **Entire Contract.** This Contract contains the entire understanding of the Parties on the subject matter hereof and supersedes all prior statements and Contracts on that subject. No failure or delay by either Party in enforcing any provision of this Contract shall operate as a waiver. This Contract may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

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

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

Date

Gregory C. Davis, President
Hartford Public Library
Hartford, Connecticut

Date

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

Date

Schedule A
Contract for Library Administration and Operations

A. Statement of Work

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

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

B. Scope of Work

1. **Administration and Operations** – Develop and maintain effective working relationships with East Hartford library staff, community groups, and Town officials.
2. **Meetings**— HPL Chief Executive Officer or designee will attend regular meetings at the request of the Town, based upon on a mutually agreed schedule.
3. **Fiscal Responsibility:**
 - a. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes, as may be appropriate, subject to the approval of the Mayor.
 - b. Lead preparation of annual operating and capital budget requests.
 - c. Continue to seek innovative means of adding value to the Town's library system through innovative, impactful programming.

- d. Seek and identify additional revenue sources to support library operations.

4. Reporting:

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

5. Staff Development and Coaching:

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

6. Public Services:

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

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

7. Collections

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

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

8. Programming

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

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

10. **Information Technology**- Effectively manage IT resources and develop plans to maintain sufficient hardware, software, network, telecommunications, and other resources necessary to support the library's mission, including its web presence.
11. **Marketing** – Effectively disseminate information and promote use of the library, its resources, and services.
12. **Facilities** – Work with library staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

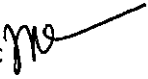
D. Excluded Costs

The Town shall be responsible for the following:

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 27, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: State Plan of operations between the State of CT and East Hartford Police Department

Attached is the yearly State Plan of Operations agreement between the State of Connecticut and the East Hartford Police Department for the transfer of Department of Defense personal property.

Per Section 3.8 of the East Hartford Code of Ordinances, I recommend that the Town Council approve this request as submitted.

Please place this information on the agenda for the November 1, 2016 meeting.

Thank you.

C: S. Sansom, Chief of Police



**EAST HARTFORD POLICE DEPARTMENT
MEMORANDUM**



To: Marcia A. Leclerc, Mayor

From: Scott M. Sansom, Chief of Police

Date: October 19, 2016

**Subject: Plan of Operations between the State of Connecticut and the
Town of East Hartford**

Mayor,

As you are aware, we enter into a yearly agreement with the State of Connecticut, which sets forth terms and conditions with respect to Department of Defense personal property transferred from the State of Connecticut to the Town of East Hartford.

Pursuant to Section 3.8 of the East Hartford Code of Ordinances, approval is needed by East Hartford Town Council to enter into an agreement regarding regional purchasing agreements.

The Town of East Hartford is currently in possession of EHPD SWAT Vehicle EH-200 (Peace Keeper), transferred from the State of Connecticut to the Town of East Hartford.

Respectfully,

A handwritten signature in black ink that reads "Scott M. Sansom".

Scott M. Sansom
Chief of Police

~~STATE PLAN OF OPERATIONS~~

BETWEEN THE STATE OF CONNECTICUT AND THE CONNECTICUT LAW ENFORCEMENT AGENCIES

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of CONNECTICUT and the (*LEA name*) East Hartford Police Dept. , to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of CONNECTICUT has designated in writing with an effective date of March 1, 2011 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by Connecticut Military Department.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of _____ CONNECTICUT _____ is as follows:

State Coordinator (SC): Major General Thaddeus J. Martin

State Point of Contact (SPOC): Lieutenant Colonel Mark Tallo _____

State Point of Contact (SPOC): First Sergeant (Ret) John Smith _____
State Point of Contact (SPOC): _____

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: Connecticut Military Department
ATTN: 1033 Program
360 Broad Street
Hartford, Ct. 06105

EMAIL / Contact Phone Numbers: 860-548-3233 _____

Fax Number: 860-493-2784 _____

Hours of Operation: _____ Monday through Friday 8 am to 4 pm. _____

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) East Hartford Police Dept.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) East Hartford Police Dept. understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles

- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus
- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) East Hartford Police Dept. must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The

LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end January 31 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for

inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State and the LESO requires each LEA to submit certified inventories for their Agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by January 31 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as required.
 - b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.
- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from ship date, and then may be destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years or for the life span of the property, whichever is longer.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.
- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. ~~10 USC § 380~~ provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LESO website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an

authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

- b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the State and/or LEA.

A. LAW ENFORCEMENT AGENCY MEMBERSHIP AGREEMENT

1. Connecticut's 1033 Program is funded through participating law enforcement agency membership fees. Annual billing is scheduled on the state fiscal year. The following fee schedule is effective for state Fiscal Year 2017 (July 1, 2016 to June 30, 2017).

- a. Large Law Enforcement Agency (authorized strength of more than 100 sworn officers) - \$800

- b. Medium Law Enforcement Agency (authorized strength of 51-100 sworn officers) - \$500
 - c. Small Law Enforcement Agency (authorized strength of less than 50 sworn officers) - \$250
-

2. The Connecticut Military Department will annually invoice a participant Law Enforcement Agency (Police Department) for their membership fee at the start of the state fiscal

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The State / LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the State / LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent

permitted by State and local laws, the State / LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State / LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State / LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

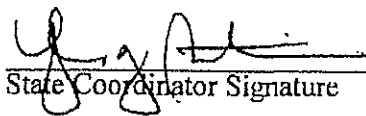
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature

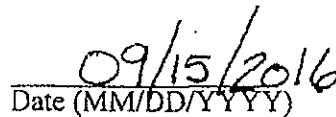
Date (MM/DD/YYYY)

**Thaddeus J. Martin, Major General
Adjutant General, State of Connecticut**

Type / Print State Coordinator Name




State Coordinator Signature



Date (MM/DD/YYYY)



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 27, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Capital Region Development Authority MOU

Attached is a resolution authorizing the Town of East Hartford to enter into a Memorandum of Understanding (MOU) with the Capital Region Development Authority (CRDA) for activities relating to the State of Connecticut Urban Action Grant awarded to the town in July of 2016 in the amount of \$12 million.

CRDA will assist the Town of East Hartford in adherence to the funding agreement as overseen by the State Department of Economic and Community Development (DECD) including activities such as management of day-to-day operations and job activity, full job documentation, approving requisitions and work activity, overseeing an engineering firm, compliance and oversight with state bidding requirements, and coordination with all DECD guidelines.

A draft memo is attached for your reference and representatives of CRDA will be present at the meeting to discuss this project and answer any questions.

Please place this information on the agenda for the November 1, 2016 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: E. Buckheit, Development Director

MARCIA LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7300

FAX (860) 291-7298

www.easthartfordct.com

DEVELOPMENT
DEPARTMENT

MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Eileen Buckheit *ECB*

SUBJECT: Capital Region Development Authority

DATE: October 26, 2016

I am respectfully requesting an item to be placed on the November 1st Town Council agenda under Action Items.

The purpose of the item is to allow the Mayor to enter into a Memorandum of Understanding (MOU) with the Capital Region Development Authority (CRDA) for activities relating to the State of Connecticut Urban Action Grant in the amount of \$12 million.

A Memorandum of Understanding is attached, which will be substantially the same form as the final document, the exception being dates or other minor details that may change.

On July 12, 2016, the State of Connecticut approved a bond issue for an Urban Action grant for the Town of East Hartford as follows: "To provide a grant in aid to Town of East Hartford for public infrastructure improvements for redevelopment of the Silver Lane and Rentschler Field corridor."

The funding for the project will be overseen by the Department of Economic and Community Development and will be subject to all state regulations outlined in a financial assistance agreement. CRDA will assist the Town of East Hartford in adherence to that agreement including activities such as management of day-to-day operations and job activity, full job documentation, approving requisitions and work activity, overseeing an engineering firm, compliance and oversight with state bidding requirements, and coordination with all DECD guidelines.

On September 15, 2016, the CRDA Board of Directors passed the following resolution "The CRDA Board of Directors hereby authorizes the Executive Director to negotiate and enter into any and all necessary agreements with the Town of East Hartford and the Department of Economic and Community Development relating to the administration of Funds for the Project, as presented."

Representatives of CRDA will be present at the meeting to discuss this project and answer any questions.

The attached resolution has been prepared by Assistant Corporation Counsel Richard Gentile.

Please contact me with any questions or concerns.

EXECUTION VERSION

MEMORANDUM OF UNDERSTANDING

Effective November __, 2016

By and Between

**CAPITAL REGION
DEVELOPMENT AUTHORITY**

(“CRDA”)

and

TOWN OF EAST HARTFORD

(the “Town”)

This Memorandum of Understanding (“MOU”) is made and entered into as of the ____ day of November, 2016 (the “Commencement Date”), by and between the **TOWN OF EAST HARTFORD**, a Connecticut municipal corporation (the “Town”), and the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the “Authority”).

ARTICLE I

INTRODUCTION

Section 1.01 Background.

The town of East Hartford is located on the east bank of the Connecticut River, directly across from the city of Hartford, CT. The town includes the neighborhoods of Burnside and Hockanum. According to the United States Census Bureau, the town has a total area of 18.7 square miles, of which 18.0 square miles is land and 0.73 square miles is water. The Town is governed by a strong Mayor form of government. The Charter empowers the Mayor to govern the Town in cooperation with an elected nine-member Town Council and Town Treasurer. The Chairman of the Town Council is also the Deputy Mayor, and his powers include the power to approve and adopt the Annual Budget, the power to enact ordinances, the power to fix penalties and fines, and the powers of subpoena and investigation.

Section 1.02 Project Description.

The Town has been awarded an Urban Act Grant (the “Grant”) by the Connecticut Department of Economic and Community Development (“DECD”) in the amount of Twelve Million Dollars (\$12,000,000) for public infrastructure and other developmental improvements including, but not limited to, site preparation, drainage, public utilities, lighting, sidewalks, roadways, and parking lots (the “Project”).

Section 1.03 Selection of the Authority.

(a) As provided by Connecticut General Statutes § 32-602(a)(8), the Authority’s purpose includes: “upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism.”

(b) The Authority’s Board of Directors established a regional development policy in expectation of working with communities such as the Town when proposed activities are consistent with regional plans and needs.

(c) Pursuant to the foregoing, the Town has requested the Authority's assistance in the administration of the Grant, and the Authority has agreed to provide such assistance.

(d) Now, therefore, the Town hereby designates the Authority as its contractor for purposes of assisting the Town in its efforts to complete the Project.

Section 1.04 Purpose.

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

ARTICLE II

SCOPE OF SERVICES

Section 2.01 Grant Administration.

(a) The Authority shall provide Grant administrative services to the Town, including the preparation of necessary agreements by and among, the Authority, the Town and DECD, whereby the Authority will receive and manage the Grant funds in accordance with State of Connecticut ministerial rules. Reports will be provided on a monthly basis, with close-out documents provided, as needed, upon Project completion.

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

(c) As outlined in that certain Financial Assistance Proposals dated October __, 2016 between DECD and the Town, the Authority will submit to DECD a project administration plan that describes how the Authority will document and monitor the financial and construction oversight of the Grant funds as required by the approved Administrative and Project Monitoring Plan.

(d) Pursuant to Connecticut General Statutes §§ 32-655a(2) and 32-656(i), respectively, the Authority will retain (1) an independent auditor to review all invoices, expenditures, cost allocations, and all other appropriate documentation related to the Project; (2) an independent construction compliance agent to monitor compliance by the project manager and each prime construction contractor with the provisions of applicable state law relating to set-asides for small contractors and minority business enterprises as well as local residency requirements;

(e) As Grant administrator, the Authority will procure an engineering services contractor to perform limited peer review of the Project design plans and to assist the Authority with review of payment requisitions during construction.

ARTICLE III

PROJECT OVERSIGHT AND CONTROL

Section 3.01 Project Responsibility

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

Section 3.02 Cooperation

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

ARTICLE IV

STAFF

Section 4.01 Personnel

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

ARTICLE V

FEES

Section 5.01 The Authority

The Town shall pay to the Authority a grant administration fee equal to 2.5% of the Grant, that is, Three Hundred Thousand Dollars (\$300,000); such fee shall be funded in eighteen equal monthly draws from Grant proceeds, or as otherwise agreed upon by the parties.

Section 5.02 Third Party Contractors

(a) The services of third party contractors necessary to complete any service(s) outlined in Section 2.01, including but not limited to, audit services, independent construction compliance, engineering services, and associated legal costs, shall be first authorized by the Town and funded by the Grant proceeds. The total actual costs of such third party services shall not exceed 2.5% of the Grant, that is, Three Hundred Thousand Dollars (\$300,000).

ARTICLE VI

TERMINATION

Section 6.01 Completion of Tasks

The term of this MOU shall commence on or about October 21, 2016 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

Section 6.02 Early Termination

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination (1) all third party expenses properly incurred or committed prior to the date of termination shall be paid using Grant funds and (2) the Authority shall receive all administration fees earned to the date of termination, including the monthly draw for the month in which termination occurred (see the eighteen-month draw schedule referenced in Section 5.01 of this MOU).

ARTICLE VII

INSURANCE

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

Section 7.01 Commercial General Liability Insurance:

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

Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence
 \$2,000,000 aggregate
Policy Period: Annual Policy

Section 7.02 Workers' Compensation and Employer's Liability Insurance

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

Amount of Coverage: \$500,000 Each Accident
 \$500,000 Disease, Policy Limit
 \$500,000 Disease, Each Employee
Policy Period: Annual Policy

Section 7.03 Umbrella Liability Insurance

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

Section 7.04 Sub-contractor Requirements

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

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

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

ARTICLE VIII

INDEMNIFICATION

Section 8.01 Indemnification by the Town

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

Section 8.02 Indemnification by the Authority

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

1. Any breach by the Authority of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town or the Authority or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

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

ARTICLE IX

REPRESENTATIONS

Section 9.01 Plan of Development.

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

Section 9.02 Contracting Requirements.

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

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Non-Discrimination and Executive Orders.

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

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

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

(b) (1) The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Town that such disability prevents performance of the work involved; (2) the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Town agrees to provide each labor union or representative of workers with which the Town has a collective bargaining Agreement or other contract or understanding and each vendor with which the Town has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Town's

- commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Town agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-contractors and suppliers of materials on such public works projects.
- (c) Determination of the Town's good faith efforts shall include, but shall not be limited to, the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Town shall include the provisions of subsection (B) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-contractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; provided if such Town becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Town agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Town agrees to the following provisions: The Town agrees and warrants that in the performance of the Agreement such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining Agreement or other contract or understanding and each vendor with which such Town has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; the Town agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Town shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-contractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Town becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.
- (i) This Agreement is subject to the provisions of Executive Order No. Three of Gov. Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

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

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

continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

Section 10.02 No Recourse.

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

Section 10.03 Independent Contractor

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

Section 10.04 No Third Party Beneficiaries

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

Section 10.05 Counterparts

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

[Signature page to follow]

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

**CAPITAL REGION
DEVELOPMENT AUTHORITY**

By: _____ Date _____
Michael W. Freimuth
Executive Director

TOWN OF EAST HARTFORD

By: _____ Date _____
Marcia A. Leclerc
Mayor

D

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department



East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

www.easthartfordct.gov

October 20, 2016

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

**Re: Outdoor Amusement Permit Application -
"Holiday Fest - 2016"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **the East Hartford Holiday Fest by Patricia Ann Sirois, its Event Chairperson**. The applicant seeks to conduct a winter holiday festival as follows:

- Tree-lighting ceremony with music and a Carol sing with Santa to be held on the lawn of the **Town Green** on **Friday, December 2nd**, between the hours of **6:30 and 7:30 PM**.
- Miscellaneous activities including an outdoor petting zoo, horse drawn wagon and a snowman building contest to be held on the **Town Green** on **Sunday, December 4th**, between the hours of **12:00 PM and 3 PM**.
- Tree of Lights ceremony with Carol sing to be held at the **small green in front of 886 Main Street (Hartford East Apartments)** on **Monday, December 5th**, between the hours of **5:30 PM to 6 PM**.

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

The **Risk Management Department** approves the application as submitted and further states that Certificates of Insurance from the Petting Zoo owner and the horse drawn carriage owner/operator will be required.

The **Office of Corporation Counsel** approves the application as submitted.

The **Fire, Parks & Recreation** and **Health Departments** approve the application as submitted and state there are **no anticipated costs to their Departments for these events**.

The **Public Works Department** recommends approval of the application and states that the anticipated cost to the Department is **\$600.00**.

The **Police Department** conducted a review of the application and has no particular issues or concerns with these events and offers the following comments:

- The sites are suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the areas have sufficient parking available.
- **There are no anticipated costs to the Department for these events.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Sansom", with a long horizontal flourish extending to the right.

Scott M. Sansom
Chief of Police

Cc: Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
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:
HOLIDAY FEST 2016
2. Date(s) of Event:
Friday, Dec. 2nd to Monday, Dec. 5th
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) :
Patricia Ann Sirois, 45 Jefferson Lane, East Hartford 06118. Home:
860-568-0065; cell: 860-416-8345; email: pasirois@comcast.net
Chair of EH Beautification and Chair of Holiday Fest
4. If Applicant is a partnership, corporation, limited liability company , club, or association, list the names of all partners, members, directors and officers AND provide their business address.
5. List the location of the proposed amusement: (Name of facility and address)
Town Green and Small Green in Front of Hartford East Apartments at 886 Main
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
(Town Green) 12/2: 6:30 to 7:30pm; 12/4: Noon to 3 pm/ 12/5: 5:30 to 6:00pm
7. Provide a detailed description of the proposed amusement:
12/2: Beautification Comm. Tree Lighting: Carol Sing with Santa. 12/4: Outdoor Petting Zoo, Snow Building Contest and Horse Drawn Wagon at Town Green.
12/5: Tree of Lights with Carol Sing at Green in front of Hartford East Apartments, 886 Main St.

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)? 12/2: one hour; 12/5: 1/2 hour

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

All Ages

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

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

Fri., Dec. 2-6:30-7:30--300; Sun., Dec. 4-Noon-3-250; Mon. Dec 5-6-6:30-25

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:

No Impact

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

Activities occur off-street allowing for curbside parking of emergency vehicles.

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

Police take care of parking.

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:

Parks & Rec. staff attend to debris pick up.

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

None

g. Other expected influence on surrounding neighborhood:

12. Provide a detailed plan for the following:

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

There are police on duty with cell phones available.

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

All activities take place with cell phones available.

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

Not anticipated activities will necessitate on-site emergency personnel.

d. Crowd control plan:

Police on Town Green have been sufficiently planned for purpose.

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

Parks & Rec. has been responsible for this in past.

f. Provision of sanitary facilities:

None needed.

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

Food available Yes No AND contact has been made with the East Hartford Health

Department Yes No.

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

Yes No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

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

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

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

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

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

a. False Statement is a Class A Misdemeanor.

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

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

Patricia Ann Sirois

(Legal Name of Applicant)

Patricia A. Sirois

(Applicant Signature)

Patricia Ann Sirois

(Printed Name)

10/3/16

(Date Signed)

Chair, Holiday Fest

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

} N/A

Received By: Camp Steak
Employee Number. 9019
Date & Time Signed: Oct 5 2016 7:06 AM ~~PM~~
Time remaining before event: 30 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.

Fire Dept



Scott M. Sansom
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **December 2, 4 & 5, 2016**
Event: **Holiday Fest 2016**
Applicant: **Patricia Ann Sirois, Event Chairperson**

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

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$ 0

William Perez, Assistant Fire Chief 10/17/2016
Signature _____ Date

Comments:

Health Dept



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
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-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____ 0 _____

Michael J. O'Connell 10/6/16
Signature _____ Date

Comments:



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
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Marcia A. Leclerc
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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

10/19/2016

Date

Comments:



Scott M. Sansom
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

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

Anticipated Cost(s) if known \$ 600.-

[Signature] _____ 10/6/16 _____
Signature Date

Comments:

Frank, Carol

From: Gentile, Richard
Sent: Friday, October 14, 2016 12:03 PM
To: Frank, Carol
Subject: RE: Holiday Fest 2016

No comments or concerns.

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108
860-291-7217
rpgentile@easthartfordct.gov

From: Frank, Carol
Sent: Wednesday, October 05, 2016 7:22 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Sullivan, Trent; Walsh, Mike
Subject: Holiday Fest 2016

Good morning all.

Attached please find the **Outdoor Amusement Permit Application** and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Wednesday, October 19, 2016. Thank you.

Carol A. Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

Frank, Carol

From: Sullivan, Trent
Sent: Tuesday, October 18, 2016 9:00 AM
To: Frank, Carol; Fravel, Theodore; Hawkins, Mack
Subject: RE: Holiday Fest 2016

Hi Carol – Reviewed and approved. I will need to see the certificate of insurances for the horse drawn carriage and petting zoo companies. Thanks!
-Trent

From: Frank, Carol
Sent: Tuesday, October 18, 2016 8:42 AM
To: Fravel, Theodore; Sullivan, Trent; Hawkins, Mack
Subject: Holiday Fest 2016

Good morning Gentlemen.

Just a quick reminder that your reviews for the above captioned special event are due tomorrow. Thank you.

Carol A. Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

Frank, Carol

To: Hawkins, Mack
Subject: RE: Holiday Fest 2016

From: Hawkins, Mack
Sent: Wednesday, October 19, 2016 7:23 AM
To: Frank, Carol
Subject: RE: Holiday Fest 2016

Carol,

I have reviewed the Outdoor Amusement Permit Application for "Holiday Fest 2016" at East Hartford's Town Green and Small Green in front of 886 Main Street. I approve this permit. Please mark the Worksheets "EXTRA ATTENTION" for the days of the event.

Thank you,

Deputy Chief Mack S. Hawkins

Chief of Field Operations
East Hartford Police Department
31 School St.
East Hartford, CT 06108
Office 860 291-7597

"Serving our Community with Pride and Integrity"



From: Frank, Carol
Sent: Wednesday, October 05, 2016 7:22 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Sullivan, Trent; Walsh, Mike
Subject: Holiday Fest 2016

Good morning all.

Frank, Carol

From: Grew, Greg
Sent: Wednesday, October 12, 2016 5:43 PM
To: Frank, Carol
Subject: RE: Holiday Fest 2016

Per Town Ordinance 5-3 my review and approval are not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA
Director of Inspections & Permits
(Building / Zoning / Property Maint.)
TOWN OF EAST HARTFORD
740 Main Street
East Hartford, CT 06108
Direct (860) 291-7345
Mobile (860) 874-8034
www.easthartfordct.gov/inspections-and-permits

From: Frank, Carol
Sent: Wednesday, October 05, 2016 7:22 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Sullivan, Trent; Walsh, Mike
Subject: Holiday Fest 2016

Good morning all.

Attached please find the **Outdoor Amusement Permit Application** and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Wednesday, October 19, 2016. Thank you.

Carol A. Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 27, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *aw*
RE: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$27,962.02 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the November 1, 2016 Town Council meeting.

Cc: I. Laurenza, Tax Collector
M. Walsh, Finance Director

INTEROFFICE MEMORANDUM

TO: MARCIA A LECLERC, MAYOR ✓
MICHAEL WALSH, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

SUBJECT: REFUND OF TAXES

DATE: 10/21/2016



Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$27,962.02. Please see attached listing.

<u>Bill</u>	<u>Name</u>	<u>Address</u>	<u>City/State/Zip</u>	<u>Prop Loc/Vehicle Info.</u>	<u>Over Paid</u>
2014-03-0082672	AARON'S SALES AND LEASE	735 WOLCOTT ST	WATERBURY, CT 06705-1344	2009/1GDHGG31C291100614	-466.40
2015-03-0066338	ACURA FINANCIAL SERVICES	PO BOX 165378	IRVING, TX 75016-5378	2013/2HNYD2H24DH513174	-436.39
2015-03-0051502	APPRAM MURIELE	41 GLENN RD APT A17	EAST HARTFORD, CT 06118-2118	2002/KMHWF35H32A512174	-73.44
2014-02-0043279	ASCENTIUM CAPITAL LLC	1611 N INTERSTATE 35E STE 428	CARROLLTON, TX 75006-8616	VARIOUS	-1089.64
2015-02-0043279	ASCENTIUM CAPITAL LLC	1611 N INTERSTATE 35E STE 428	CARROLLTON, TX 75006-8616	VARIOUS	-1092.32
2015-03-0052312	BAIDOO ABRAHAM	42 DEERFIELD AVE APT 3	EAST HARTFORD, CT 06108-1791	2006/JTMZD33V655010709	-39.22
2015-03-0059492	BARLES ANDREW	42 DEIPIETRO DR	EAST HARTFORD, CT 06108	1978/FI40290499	-9.25
2015-03-0053681	BOATENG FREDUA	20 HENDERSON DR APT D	EAST HARTFORD, CT 06108-1815	2008/1GCGG25C681161676	-23.75
2015-03-0053759	BOGLI FRANCES K	107 CHRISTINE DR	EAST HARTFORD, CT 06108-2936	2005/KMHCG45C95U659726	-6.96
2015-03-0054712	BUCKLEY ROBERT L JR	11 HIGHCREST DR	ROCKY HILL, CT 06067	2004/1N4AL11D54C154992	-9.95
2015-03-0054718	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017	2011/1FTNE2EW38DA33327	-361.54
2015-03-0054719	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017	2012/1FTNE2EW1CDA28340	-406.85
2014-03-0054913	BURNS ROBERT J	36 LANDERS RD	E HARTFORD, CT 06118-3318	2013/MV1612FH6D2174675	-200.04
2015-03-0055019	BUSTAMANTE JHONNY	72 PHELPS ST	EAST HARTFORD, CT 06108-2259	2010/WWWMP7AN6AE545866	-26.16
2015-03-0055515	CARBALLO JOSE A	26 RONDY LN	EAST HARTFORD, CT 06108	1999/JT3HN86R7X0253260	-12.62
2014-03-0056394	CHAPMAN DONNA R	371 PROSPECT ST	E HARTFORD, CT 06108-3035	1999/2T1BR1Z3XC194116	-64.98
2011-03-0056346	CHAPMAN TAHARA	219 COLEBROOK ST	HARTFORD, CT 06112	2005/JNKC51F65M311655	-226.58
2015-03-0078790	CHESANEK CYNTHIA	168 KATE LN	TOLLAND, CT 06064	1997/1HGCD5688VA173165	-70.67
2015-03-0056638	CHOUINARD DONALD B	80 FRANKLIN ST APT 122	VERNON, CT 06066-2496	1995/1HGEJ2225L001537	-5.11
2015-03-0056639	CHOUINARD DONALD B	80 FRANKLIN ST APT 122	VERNON, CT 06066-2496	1997/1HGCD5651VA082162	-6.73
2015-03-0056812	CLARKE AARON V	20 MARY ST	EAST HARTFORD, CT 06108-1527	2011/JS1GR7MA0B2100231	-19.05
2015-03-0056949	CLYMER STANLEY A	80 FRANKLIN ST A232	VERNON, CT 06066	2001/JN1CA31D81T604394	-32.15
2015-03-0057257	COLON ROBERTO	61 STANLEY ST	EAST HARTFORD, CT 06108-1662	2007/KMH36C37U052156	-10.43

2015-03-0057584	CONNECTICUT RESTORATION SPECIALISTS LLC	210D ROBERTS STREET	EAST HARTFORD, CT 06108	2004/1GCGG25V941111706	-15.39
2015-03-0057686	COOLEY WILLIAM G	32 CHURCH ST APT B	EAST HARTFORD, CT 06108-3722	1997/1GNDT13W5VK165950	-64.01
2015-03-0057687	COOLEY WILLIAM G	32 CHURCH ST APT B	EAST HARTFORD, CT 06108-3722	1992/1J4FJ5858NL117528	-58.09
2015-01-0008577	CORELOGIC ATTN: REFUNDS	A CORELOGIC DR	WEST LAKE TX, 76262	950 SILVER LN	-13257.44
2015-03-0058169	CRAWFORD MARCIA H	280 BURNSIDE AVE	EAST HARTFORD, CT 06108-2316	2004/2C8GF68484R579952	-34.11
2015-03-0057674	CYRUS JAMES	69 GRAHAM RD	EAST HARTFORD, CT 06118-2129	2001/1N1CA31D41T606711	-88.54
2015-03-0060219	DOUGLASS CHARLES M	61 DARTMOUTH DR	EAST HARTFORD, CT 06108-1427	2007/3N1AB61E27L613782	-13.32
2015-03-0060282	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	2002/1J4GW38NX2C194417	-53.69
2015-03-0060396	DUFFY MICHELE L	39 WINDING LN	EAST HARTFORD, CT 06118-3230	2005/JTDAT123X50350168	-63.45
2015-03-0060594	DUTTON MELODIE B	25 PHILLIPS FARM RD	EAST HARTFORD, CT 06118-1258	2003/1HGCM56603A067823	-41.14
2015-03-0060607	DWUMFOUR GODFRED	184 WOODLAWN CIR	EAST HARTFORD, CT 06108-2868	2008/1HGCP26788A065081	-22.72
2015-03-0061035	ECHERRARRIA JOSEFINA	880 FORBES ST	EAST HARTFORD, CT 06118-1900	2005/SHSRD78865U342648	-18.39
2015-03-0061087	EDMONDSON BEVERLY A	425 3RD AVE APT 228	COLUMBUS, GA 31901	2011/1HGCP2F30BA099908	-26.64
2015-03-0061467	ESSIEN ESSIEN E	219 GREENWOOD ST	EAST HARTFORD, CT 06118-2800	2003/3FAFP31343R120958	-6.44
2015-03-0062349	FORAN LYNNE R	120 KING ST	EAST HARTFORD, CT 06108-1018	2011/1HGCP2F82BA079896	-5.34
2015-03-0062471	FOSTER DARREN D	118 HANDEL RD	EAST HARTFORD, CT 06118-2625	2012/1N8ASSMV4CW364848	-397.75
2015-03-0064593	GREOS CYNTHIA	46 AMATO DR	EAST HARTFORD, CT 06108-1941	2004/4T1BE32K34U851102	-26.82
2015-03-0069608	GUAY GUYLAINE	18 CALLAHAN LN	EAST HARTFORD, CT 06118-2900	2010/JVACJ15C7AA01642	-7.81
2015-03-0065542	HEISS JUSTIN W	123 FERN ST	GLASTONBURY+, CT 06033	2007/WP0AC29977S792946	-1380.46
2015-03-0066084	HO RAYMOND	49 KENCOVE DR	EAST HARTFORD, CT 06118-3130	2003/1G2JB12F537211314	-78.44
2015-03-0071806	HOFFMAN CATHLEEN	72 LANDERS RD	EAST HARTFORD, CT 06118-3318	2000/WBAAM5340YJR61057	-9.40
2015-03-0066292	HOMEN MARIA A	24 SHAWNEE RD	EAST HARTFORD, CT 06118-2555	2001/JTDBT123810113211	-10.00
2015-03-0066411	HONDA FINANCIAL SERVICES	PO BOX 166469	IRVING, TX 75016-6469	2013/1HGCR2F39DA230198	-210.72

2015-03-0066439	HONDA FINANCIAL SERVICES	PO BOX 166469	IRVING, TX 75016-6469	2013/1HGCR2F50DA074649	-274.39
2015-03-0066457	HONDA FINANCIAL SERVICES	PO BOX 7003	HOLYOKE, MA 01040	2014/1HGCT1A38EA013469	-198.26
2015-03-0066426	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040	2013/1HGCR2F82DA141715	-90.20
2015-03-0067335	JAKACKY ADA R	233 BURKE ST	EAST HARTFORD, CT 06118-3412	2009/WMEEB1X79K264299	-34.78
2015-03-0070041	LEDOYT KRISTA M	158 MAIN ST	E HARTFORD, CT 06118-3240	2009/3MEHM07Z59R604019	-95.83
2015-03-0070295	LETOURNEAU DAVID R	221 BURKE ST	EAST HARTFORD, CT 06118-3425	2006/4S38L676X64200754	-40.37
2015-03-0071810	MARTEL MARK M	137 HICKORY DR	EAST HARTFORD, CT 06118-3536	2002/JF1GG68582H816932	-85.14
2014-03-0072081	MARTIN CATHERINE I	52 BISSELL ST	E HARTFORD, CT 06108-2203	2005/1G6KD54Y15U235522	-204.08
2015-03-0071842	MARTIN CATHERINE I	52 BISSELL ST	EAST HARTFORD, CT 06108-2203	2005/1G6KD54Y15U235522	-145.78
2015-03-0072787	MCLAUGHLIN TIMOTHY A	42 PINE ST	EAST HARTFORD, CT 06108-2739	2010/JF25H6CC1AH792917	-5.59
2015-03-0072833	MCMAMARA JOHN B	25 COUNTRY LN	EAST HARTFORD, CT 06118-3509	2002/1FTZR45E42TA30189	-156.14
2015-03-0074491	MURAWSKI JOHN P	17 OBRIEN LN	EAST HARTFORD, CT 06108	2000/JT2BG22K2Y0440479	-8.55
2015-03-0074525	MURPHY DEBORAH N	23 HEIM RD	EAST HARTFORD, CT 06118-1723	1999/3GKFK16ROXG543732	-17.61
2015-03-0074678	NASH TIMOTHY C	51 EDITH RD	VERNON, CT 06066	2012/5FNRL5H26C8064566	-228.66
2015-03-0089917	NASH TIMOTHY C	51 EDITH RD	VERNON, CT 06066	2003/1J4GL48K83W602417	-126.91
2015-01-0016422	NGUYEN DAN	441 MAIN ST #710	EAST HARTFORD, CT 06118	441 MAIN ST 710	-619.34
2015-03-0074894	NGUYEN DEXUAN	86 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1230	2000/JN1CA31D3YT522695	-22.83
2015-03-0074895	NGUYEN DEXUAN	86 SPARROWBUSH RD	EAST HARTFORD, CT 06108-1230	2000/JT3HN87RSY0281039	-15.76
2014-03-0075413	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2013/1N4AL3AP1DC210206	-45.82
2014-03-0075478	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2011/JN8A55MV3BW264934	-494.38
2014-03-0075501	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2011/JN8A55MV58W683951	-411.83
2014-03-0075545	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2012/JN1AB6AP7CL672371	-318.49
2014-03-0075552	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2014/JN1AV7AR3EM700190	-101.00
2014-04-0086098	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-0214	2015/KNMAT2MV7FP550552	-198.53
2015-03-0075200	NISSAN INFINITI LT	P O BOX 650214	DALLAS, TX 75265-0214	2013/1N6AD0EV5DN755437	-204.02
2015-03-0075566	NUNEZ ONELIA R	132 WOODYCREST DR	EAST HARTFORD, CT 06118-2752	2007/KMHCN46C47U156158	-9.00
2015-03-0076612	PANAYOTOPLUS EYRIPIDIS J & JANET	106 GOODWIN ST	EAST HARTFORD, CT 06108-1151	2008/4M2EU48808UJ06815	-60.87
2015-03-0076613	PANAYOTOPLUS EYRIPIDIS J & JANET	106 GOODWIN ST	EAST HARTFORD, CT 06108-1151	2006/3D7KS26D66G190969	-66.71
2015-03-0076614	PANAYOTOPLUS EYRIPIDIS J & JANET	106 GOODWIN ST	EAST HARTFORD, CT 06108-1151	1997/1LNL82W7V7Y757774	-18.13

2015-03-0077011	PAWLUS GAIL M	526 SILVER LN	EAST HARTFORD, CT 06118-1103	1998/1HGCG6677WA062919	-8.10
2015-03-0078583	QAWNEH ABDELHAD	1155 FORBES ST	EAST HARTFORD, CT 06118-2218	2010/5NPET4ACOAH625077	-17.46
2015-02-0040868	RICOH USA INC	810 GEARS RD	HOUSTON, TX 77067	VARIOUS	-1417.98
2014-03-0080925	ROHNER ROBERT G	31 SCHOOL ST	E HARTFORD, CT 06108-2638	2004/1FMYU93164KA32537	-39.92
2014-03-0080926	ROHNER ROBERT G	178 DAVIS RD	E HARTFORD, CT 06118-3016	2005/1FMYU93155SKD85577	-91.74
2015-03-0081491	RYAN DAVID E	5 WHITING RD	EAST HARTFORD, CT 06118-1550	2000/1J4GW58NXYC364716	-9.88
2015-03-0081884	SANCHEZ-PEDRAZA MARIA T	288 PLAIN DR	EAST HARTFORD, CT 06118-1525	1999/1G3N152T9XC387822	-5.22
2015-03-0081886	SANCHEZ-PEDRAZA MARIA T	288 PLAIN DR	EAST HARTFORD, CT 06118-1525	1997/1B4G54L7VB386260	-5.92
2015-03-0081962	SANTANA JOSE A	169 HOLLISTER DR	EAST HARTFORD, CT 06118-2135	2001/1GKDM19W61B507630	-5.26
2015-03-0082537	SEARLES JONATHAN M	56 NOTCH RD	WEST SIMSBURY, CT 06092	2004/YV1SW6IT042394185	-9.95
2015-03-0082570	SEGDA PETER M	93 MAPLE ST	EAST HARTFORD, CT 06118-2632	2005/4MZAX14J153000437	-27.00
2015-03-0082613	SEMINO PAULA	160 MAIN ST 1FL	EAST HARTFORD, CT 06108	1999/19UYA3158XL005002	-68.52
2015-03-0082628	SENETHEP NICHOL S	9869 CORSAIR PL	SAN DIEGO, CA 92126	2006/5TDZA23C26S410455	-35.15
2015-03-0083032	SHRIEL LAURA A	859 BURNSIDE AVE	EAST HARTFORD, CT 06108-2710	2001/1GNDX03E11D114B40	-78.44
2015-03-0083797	SOTO-SEGUI BRINK L	97 GLENN RD	EAST HARTFORD, CT 06118-2126	1998/1HGCG5544WA173543	-88.06
2015-03-0084793	TAYLOR ELIZABETH	155 HOLLAND LN	EAST HARTFORD, CT 06118-1728	2009/JF25H63649H719367	-9.86
2015-03-0084889	TELLO LIDIA M	50 LARRABE ST APT F	EAST HARTFORD, CT 06108	2006/4T1BE32K76U136035	-16.35
2015-03-0084997	THERIAULT MICHAEL R	26 FLOWER ST	MANCHESTER, CT 06040	2002/1B7GL42X82S589703	-124.50
2015-03-0090010	TOYOTA FINANCIAL ATTN: LBX 842701	20 COMMERCE WAY STE 800	WOBURN, MA 01801	2014/ZT1BURHE5EC219759	-381.47
2014-03-0086095	TRUE LEASE LLC	3403 HANCOCK BRIDGE	NORTH FORTMYERS, FL	2006/3VVWRG71K66M677892	-171.61
2015-03-0086148	TURCOTTE CELINE R	90 LAFAYETTE AVE	EAST HARTFORD, CT 06118-2629	1994/2G1WL54T3R9153860	-6.62
2015-03-0086458	UTZ QUALITY FOODS INC	900 HIGH ST	HANOVER, PA 17331-1639	2008/KNDMB233386197509	-38.85
2015-03-0086576	VALENTIN GLORIVEE	78 ARBUTUS ST	EAST HARTFORD, CT 06108-2901	2009/2B3KA43DX9H551171	-21.27

2015-03-0086952	VAZQUEZ LYDIA E	158 PLAIN DR	EAST HARTFORD, CT 06118-1569	2005/2C8GF68415R674385	-13.62
2015-03-0086971	VAZQUEZ VICENTA	8 OAKWOOD ST	EAST HARTFORD, CT 06108-2332	1998/1G3WH52K4WF351563	-5.07
2015-03-0087228	VERNILE FRANCIS A	53 HAMBLE RD	LITTLE EGG HARBOR, NJ 08087	2011/3FADPOL32BR259701	-58.68
2015-03-0087229	VERNILE SALLY A	53 HAMBLE RD	LITTLE EGG HARBOR, NJ 08087	2014/JM3KE4DY6E0312663	-109.56
2015-03-0087952	WAYNE RUSSELL A	20 HOWARD ST	EAST HARTFORD, CT 06108-2116	2009/5FNYF486398034434	-227.00
2015-03-0088230	WHITE STUART S	42 WELLS AVE	EAST HARTFORD, CT 06108-2269	1994/JT7SK11E1R0204203	-49.62
TOTAL					\$ (27,962.02)

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



Robert J. Poole

2016 OCT 27 PM 8:52 FAX (860) 291-7208

TOWN CLERK
EAST HARTFORD
FAX (860) 291-7389

DATE: October 27, 2016

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, November 1, 2016 6:45 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Tuesday, November 1, 2016

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss:

- the pending personal injury claim of Corey Wray
- the pending personal injury claim of Raymond Alvarado
- the pending Superior Court action known as Dionicia Ysabel v Town of East Hartford, et al, Docket No. CV-14-6047412-S

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel