

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
December 13, 2022

Executive Session 6:45 p.m.

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This Town Council meeting is accessible through "Microsoft Teams" 929-235-8441  
Conference ID: 478 693 783# or click on this link: [Click here to join the meeting](#)

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

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
  - A. Special Recognition Award: Madelyn Sweet; 2022 Kid Governor's Cabinet Member
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. November 15, 2022 Regular Meeting
  - B. November 29, 2022 Board of Education Budget Workshop
6. COMMUNICATIONS AND PETITIONS
  - A. Presentation of Town Administration Reorganization
  - B. Presentation by Human Resources Department: Recruitment Video
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Addition to Capital Improvement re: Fire Equipment Plan
  - B. Bid Waiver: Senior Center Information and Technology Room Development Project
  - C. State of Connecticut Community Investment Fund Grant: Riverfront Development and McCartin School Redevelopment
  - D. Agreement with Eversource Energy and Environmental Systems Corp. Re: Public Safety Complex Lighting Project

- E. ARPA Funding Reallocations
    - 1. Additional Projects
    - 2. Transfer of Funds
  - F. Affordable Connectivity Program (ACP) Outreach Grant Program  
Application: National Competitive Outreach Program
  - G. Hartford Foundation for Public Giving: Basic Human Needs Grant  
Application
  - H. Community Development Block Coronavirus (CDBG-CV) Grant  
Reprogramming: Narcotic Electronic Storage System Unit
  - I. 2023 Town Council Regular Meetings Schedule
  - J. FY 2023-2024 Town Council Budget Workshop Schedule
  - K. Referral to Personnel and Pensions Subcommittee re: Personal Property  
Assistant and Deputy Finance Director Job Descriptions
  - L. Referral to Fees Committee: Permit Fee Reduction Request re: 363  
Roberts Street
  - M. Recommendation from Ordinance Committee: Setting of Public Hearing  
Date re: Salaries of Elected Officials
  - N. Amusement Permits: Brian Aselton Snow Dash 5K
  - O. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE  
ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
- A. The pending assessment (tax) appeal known as THE NGUYEN & CAI  
GROUP, LLC v. TOWN OF EAST HARTFORD – HHB-CV20-6061743-S,  
involving real property located at 57 Christopher Court, East Hartford for  
the Grand List year 2021.
  - B. The pending assessment (tax) appeal known as THE NGUYEN & CAI  
GROUP, LLC v. TOWN OF EAST HARTFORD – HHB-CV20-6061742-S,  
involving real property located at 825 Silver Lane, East Hartford for the  
Grand List year 2021.
  - C. The pending assessment (tax) appeal known as THE BAKERY CENTER,  
LLC v. TOWN OF EAST HARTFORD – HHB-CV20-6069512-S, involving  
real property located at 515 Connecticut Boulevard, East Hartford for the  
Grand List year 2021.
  - D. The pending assessment (tax) appeal known as WALGREENS EASTERN  
CO., INC. v. TOWN OF EAST HARTFORD – HHB-CV22-6072899-S,  
involving real property located at 922 Silver Lane, East Hartford for the  
Grand List year 2021.
  - E. The pending assessment (tax) appeal known as WALGREENS EASTERN  
CO., INC. v. TOWN OF EAST HARTFORD – HHB-CV22-6072899-S,  
involving real property located at 329 Ellington Road, East Hartford for the  
Grand List year 2021.
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
- A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: January 3, 2023 at Community Cultural Center)

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

November 15, 2022

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

ABSENT

ALSO Mayor Michael P. Walsh  
PRESENT Connor Martin, Chief of Staff  
Melissa McCaw, Finance Director  
Ted Fravel, Director of Parks and Recreation (via Teams)  
James Rovezzi, Assistant Director of Facilities, East Hartford Public Schools (via Teams)  
Lieutenant Paul Neves, East Hartford Police Dept.  
Doug Wilson, Town Engineer

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 pm. The Chair stated that this meeting was also available to the public through the “Teams” platform.

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

The Chair called for a Moment of Silence for Dick Harvey, who served as Town’s Finance Director during the 70s and 80s as well as the Town Council. Dick Harvey was dedicated to the East Hartford community not only through his town government service but also through his work with the Jaycees, the Elks and St. Christopher’s Church. The Council wishes his family well in their time of grief.

AMENDMENTS TO THE AGENDA

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Pat Sirois, Chair of The East Hartford Holiday Fest and resident at 45 Jefferson Lane, shared details on the various events planned for this year’s festival from December 2<sup>nd</sup>-5<sup>th</sup> and encouraged all to attend. Residents are asked to bring non-perishable food items to donate to the East Hartford Food Bank. The Chair thanked Pat and the committee for their continued efforts in coordinating the event.

Chief of Staff Martin stated that Town Offices will be closed on November 24<sup>th</sup> in recognition of Thanksgiving Day and reopen Friday for regular business hours. Curbside trash pickup and recycling will be delayed by one day for the remainder of the week.

As the Council approved the Town Hall renovation project at its October 4th meeting, Mr. Martin shared that all Town Hall departments will temporarily relocate to the Community Cultural Center at 50 Chapman Place in phases starting December 2022. The current building at 740 Main Street will be closed entirely beginning January 5, 2023 with anticipated reopening in January 2024. The Town Clerk's office will remain at Town Hall in a temporary trailer located in front of the building. Public access to the Town vault will be limited to two days per week by appointment only. Notary Services will be suspended until further notice upon the move. Tax Collection and Assessor in person services will end on December 14, 2022 for the duration of the renovation. Services will continue to be available online and via phone. Public Meetings will be held at the Community Cultural Center during the extent of the renovation project which will be accessible through community access television and streaming.

### APPROVAL OF MINUTES

#### November 1, 2022 Executive Session

MOTION       By Sebrina Wilson  
                  seconded by Tom Rup

to **approve** the minutes of the November 1, 2022 Executive Session.

Motion carried 9/0

#### November 1, 2022 Regular Meeting

MOTION       By Sebrina Wilson  
                  seconded by Don Bell

to **approve** the minutes of the November 1, 2022 Regular Meeting.

Motion carried 9/0

### COMMUNICATIONS AND PETITIONS

#### Ordinance 10-3(c)- Disposition of Obsolete or Broken Town-Owned Equipment by East Hartford Fire Department

The Chair stated that the Fire Department has provided notification of the disposal of a 2006 Ford Taurus and a walk-behind mower that have become mechanically unreliable.

### OLD BUSINESS

#### Recommendation from Fees Committee re: Greater Hartford Transit District Ticket Books

MOTION       By Harry Amadasun  
                  seconded by Awet Tsegai

to set the fee for town owned Greater Hartford Transit District ride books at a subsidized rate of \$4 below the price per book charged by the Greater Hartford Transit District to the public at time of the transaction between the town and the East Hartford resident, provided that purchases be limited to 2 books per month per resident.

Motion carried 9/0

## NEW BUSINESS

### Amendment of Conservation Easement re: Rentschler Field

MOTION By Angie Parkinson  
seconded by John Morrison

that the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee: (i) waive the requirements of Town Ordinances Section 10-18 (b) as to obtaining an appraisal, phase one environmental assessment, and full title search with respect to the below mentioned interest in real property, such waiver being in the best interests of the Town since the Town is obtaining an expanded conservation easement interest, not fee ownership, no consideration will be paid for the amended easement, and a full A-2 survey has been conducted of the burdened parcel, (ii) accept from Raytheon Technologies Corporation an easement of additional land on the property known as Rentschler Field; and (ii) authorize Mayor Michael P. Walsh to execute the attached FIRST AMENDMENT TO CONSERVATION EASEMENT, which amends a 2007 conservation easement recorded in Volume 2880 at page 295 of the East Hartford land records ("2007 Easement"), by adding additional property to the easement area set out in the 2007 Easement, with such non-material changes as deemed appropriate by the Office of the Corporation Counsel.

Motion carried 9/0

### Authorization of Municipal Tax-Exempt Capital Lease Purchase Agreement

MOTION By Angie Parkinson  
seconded by Don Bell  
to **adopt** the following resolution:

**WHEREAS**, the Town of East Hartford approved the purchase of various capital equipment including Town Hall furniture, vehicles for the Police Department, a Fire department boat trailer and pickup trucks for the Department of Public Works as part of the Town of East Hartford's Approved Capital Improvement Plan for fiscal year 2022-23; and

**WHEREAS**, the cost of the various capital equipment designated for lease-purchase financing totals \$670,000; and

**WHEREAS**, the Town will budget \$188,553.07 annually in fiscal years 2023-24 through 2026-27 in the General Operating Fund to pay principal and interest on the purchases.

**THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with TD Equipment Finance, Inc. or their affiliates in the principal amount not to exceed \$670,000. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

**BE IT FURTHER RESOLVED**, that the Town declares its intent to be reimbursed for any temporary advances from the General Fund to pay for any part of the equipment from proceeds of the lease financing in accordance with Treasury Regulation 26 CFR 1.103-18 and/or 26 CFR1.150-2.

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

Demolition and Disposal of Town Building at 70 Canterbury Street aka “McCartin School”

MOTION By Awet Tsegai  
seconded by Travis Simpson

that Pursuant to Section 10-3(a) of the East Hartford Code of Ordinances, the Town Council **approve** the demolition of the facility located at 70 Canterbury Street, also known as McCartin School and hereby authorizes the use of state bond funding to pay for any expenses associated with such demolition.

Motion carried 9/0

O'Brien School Roof Replacement Project

MOTION By Don Bell  
seconded by John Morrison  
to **adopt** the following resolution:

**WHEREAS**, the Town of East Hartford Board of Education has identified that a roof replacement project at the O'Brien School is a priority of the school district and qualifies for State School Construction reimbursement; and

**WHEREAS**, the cost of the roof replacement including design and construction is anticipated to total \$2,419,330 with the State reimbursing 76.43% or \$1,849,094 leaving the School District to pay 23.57% or approximately \$580,000, which includes an amount for unforeseen ineligible costs.

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

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the O'Brien School Roof Replacement Project in the amount of \$2,419,330;
2. The authorization of a total project cost of \$2,419,330 for the O'Brien School Roof Replacement Project;
3. The authorization of the East Hartford Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the O'Brien School Roof Replacement Project;
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the O'Brien School Roof Replacement Project;
5. That the East Hartford Board of Education has budgeted the local share of \$580,000 for this project in the Board's FY 23 capital improvement reserves; and
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the O'Brien School Roof Replacement Project.

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

CT Department of Transportation "Click It or Ticket" Grant

MOTION      By Don Bell  
                   seconded by Awet Tsegai  
                   to **adopt** the following resolution:

**WHEREAS**, the Highway Safety Office of the state Department of Transportation (DOT) annually provides funding for the "Click-It or Ticket" seat belt enforcement program and;

**WHEREAS**, the "Click-It or Ticket" enforcement campaign is a key tool in public awareness and enforcement of safety belt use;

**NOW THEREFORE LET IT BE RESOLVED**; That Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the state Department of Transportation as they pertain to this "Click-It or Ticket" program.

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

Amusement Permit Application- East Hartford Holiday Fest

MOTION      By Sebrina Wilson  
                   seconded by Don Bell

that pursuant to the Section 5-3(e) of the East Hartford Code of Ordinances, the Town Council **approve** the outdoor amusement permit

application for the event entitled "East Hartford Holiday Fest" as submitted by Scott Sansom, Chief of Police, scheduled for Friday December 2, 2022 from 5:30 to 8 pm on the Town Green/Alumni Park, and Monday December 5, 2022 from 5:30 to 6:30 pm on the small green in front of 886 Main Street (Hartford East Apartments), subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 9/0

Refund of Taxes

**MOTION** By Harry Amadasun seconded by

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

Motion carried 9/0

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int	Over Paid
2021-03-0050142	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2018/3GNAXVEV1JL321235	0	-269.09
2021-03-0050147	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2018/1G6KJ5R66UJ156096	0	-870.33
2021-03-0050149	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2019/1GYKNDRS9K2206030	0	-356.26
2019-03-0050743	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMU94186K74246	0	-67.50
2020-03-0050685	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMU94186K74246	0	-67.50
2021-03-0050717	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMU94186K74246	0	-48.69
2021-02-0040210	BANC OF AMERICA L&C LLC	PO BOX 105578	ATLANTA,GA 30348-5578	67 BURNSIDE AVE	0	-14,868.66
2021-01-0001451	BLANCO ANGEL & BENEVIDES CARISSA	111 OAK ST	HARTFORD, CT 06106	14 MELROSE ST	0	-2,372.88
2021-03-0054501	BRUKO ILDA	62 HUCKLEBERRY RD	EAST HARTFORD, CT 06118-3544	2010/1N6ADOCW9AC424511	0	-23.02
2020-03-0055960	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/1C6RR7T3J5261177	0	-1,044.90
2021-03-0056227	CHARLTON DAMANY A	35 NORTHBROOK CT	EAST HARTFORD, CT 06108-1154	2008/1U8GN58K4W256713	0	-24.02
2021-03-0056817	COLGATE BRUCE D	1600 HOPMEADOW ST APT 33	SIMSBURY, CT 06070	2012/5TFUY5F17CX23322	0	-40.00
2021-03-0057334	CONSALVO AUGUSTUS J	49 TIMBER TRL	EAST HARTFORD, CT 06118-3558	2010/1FDXE4F59ADA37702	0	-29.18
2021-03-0057786	CRAIG DEANE W	570 57TH AVE LOT 270	BRADENTON, FL 34207	2009/1G6DHS77390138125	0	-15.19
2021-03-0058334	DAIMLER TRUST	14372 HERITAGE PARKWAY	FORT WORTH, TX 76177	2018/555WF4K89JU253012	0	-562.86
2021-03-0058343	DAIMLER TRUST	14372 HERITAGE PARKWAY	FORT WORTH, TX 76177	2019/WDD5J4G2KN740343	0	-770.94
2020-03-0060404	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2018/1GCVGBFPJ21279548	0	-364.50
2020-03-0060405	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2016/5VPVJ8V4G4561694	0	-1,016.56
2020-03-0060407	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3N6CMOKN9K699889	0	-547.20
2020-03-0060408	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3VWVC578U1KM027843	0	-534.60
2020-03-0060409	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3VWVC578U5K076673	0	-490.05
2020-03-0060410	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4B3K139160	0	-510.76
2020-03-0060411	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4CVK2143571	0	-449.10
2020-03-0060412	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5NPD84LF4KH428175	0	-504.46
2020-03-0060413	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3FASPOC00R181419	0	-319.96
2020-03-0060414	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCGSKR611955	0	-402.75
2020-03-0060415	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/4T1B11HXKXU216799	0	-618.75
2020-03-0060416	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KM8K1CAAXKJ281973	0	-392.41
2020-03-0060417	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2T1BURHE9K239332	0	-400.95
2020-03-0060418	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7A4PKL842240	0	-257.40
2020-03-0060419	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MVB8L724269	0	-542.70
2020-03-0060420	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1GKKNUL58K248434	0	-840.60
2020-03-0060421	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1GKKNUL54K2248530	0	-840.60
2020-03-0060422	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1G1F83DS5K0142471	0	-505.36
2020-03-0060423	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2T3P1RFV8K003375	0	-752.41
2020-03-0060425	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KMHD84LF0KJ424004	0	-183.29
2020-03-0060426	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5XXGT4L36K283315	0	-527.86
2020-03-0060427	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G1ZD55T7LF004895	0	-347.41
2020-03-0060428	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G1ZD55T4LF004496	0	-289.80
2020-03-0060432	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1G1ZD55T7LF004100	0	-579.16
2020-03-0060434	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNAT2MVL9P508008	0	-602.55
2020-03-0060435	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV3LW107126	0	-542.70
2020-03-0060436	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MVLW107570	0	-361.80
2020-03-0060437	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV2LW107683	0	-482.40
2020-03-0060438	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MVLW107460	0	-602.55
2020-03-0060441	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BVL6151904	0	-445.50
2020-03-0060442	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B4V41C151836	0	-445.50
2020-03-0060449	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B5V1C151916	0	-556.20
2020-03-0060449	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B5V1N302462	0	-500.85
2020-03-0060452	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MVLW107603	0	-421.65
2020-03-0060454	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV3LW107692	0	-482.40
2020-03-0060455	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV9LW107597	0	-301.50
2020-03-0060456	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV5LW107581	0	-482.40
2020-03-0060458	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4AA6C2V3C62688	0	-582.76
2020-03-0060459	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3GNA3U8EV4LL149568	0	-656.10
2020-03-0060460	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3GNAXJUEV8L5531799	0	-787.50
2020-03-0060463	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B4V6L302499	0	-612.45
2020-03-0060464	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B4V3L302434	0	-166.94
2020-03-0060467	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B4V6L310607	0	-389.25
2020-03-0060468	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B4V4L302498	0	-55.34
2020-03-0060470	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AY2N3C19615173	0	-1,025.10
2020-03-0060473	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B5V1N302428	0	-445.50
2020-03-0060474	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4B4V3L302489	0	-389.25
2020-03-0060476	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV2LW10724106	0	-723.60



2020-03-0060477	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV1LC723755	0	-361.80
2020-03-0060478	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV2LC723960	0	-482.40
2020-03-0060479	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV7LC724506	0	-602.55
2020-03-0060480	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV6LC724190	0	-421.65
2020-03-0060481	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV6LC723251	0	-301.50
2020-03-0060482	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV7LW107484	0	-602.55
2020-03-0060485	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV5LW107743	0	-602.55
2020-03-0060486	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JN8AT2MV1LW107951	0	-542.70
2020-03-0060490	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV5LP512992	0	-240.74
2020-03-0060492	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV7LP512878	0	-240.74
2020-03-0060494	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV0LP512429	0	-542.70
2020-03-0060495	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV3LP512750	0	-301.50
2020-03-0060496	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV6LP512449	0	-361.80
2020-03-0060497	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV4LP512594	0	-421.65
2020-03-0060498	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV5LP512751	0	-482.40
2020-03-0060500	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV1LP513136	0	-482.40
2020-03-0060501	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MVXLP513071	0	-602.55
2020-03-0060502	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV1LP513251	0	-59.84
2020-03-0060503	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV6LP513133	0	-482.40
2020-03-0060504	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MVXLP513264	0	-482.40
2020-03-0060505	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV6LP513259	0	-602.55
2020-03-0060507	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV7LP513206	0	-421.65
2020-03-0060509	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV1LP512780	0	-663.30
2020-03-0060512	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM4L0732501	0	-580.50
2020-03-0060513	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM1L11725449	0	-497.70
2020-03-0060514	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM0L1730982	0	-829.36
2020-03-0060515	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM4L0729792	0	-664.21
2020-03-0060517	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM5L0726612	0	-995.86
2020-03-0060519	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM6L0727123	0	-829.36
2020-03-0060520	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCGKR775856	0	-301.95
2020-03-0060523	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4B14BV1LC193042	0	-333.90
2020-03-0060526	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDXBG2KH760132	0	-753.76
2020-03-0060536	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1C4PJMDX7LD531364	0	-775.80
2020-03-0060539	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCGKR783400	0	-252.00
2020-03-0060542	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCGKR797756	0	-402.75
2020-03-0060547	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1VWSA7A38LC008354	0	-392.85
2020-03-0060550	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1VWSA7A36LC008823	0	-449.55
2020-03-0060552	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7A7PXL839746	0	-294.75
2020-03-0060553	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3FA6POCD1KR150776	0	-480.16
2020-03-0060554	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3TCBDY5L0404326	0	-1,252.36
2020-03-0060562	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV3LC079653	0	-802.80
2020-03-0060563	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM9L0725169	0	-995.86
2020-03-0060564	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM9L0734504	0	-747.01
2020-03-0060565	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3KP C24A67L1E104868	0	-205.20
2020-03-0060567	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3KP C24A69L1E104841	0	-163.80
2020-03-0060570	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CAA7LU461171	0	-650.70
2020-03-0060571	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CA33U463094	0	-596.70
2020-03-0060572	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CA11LU463045	0	-216.44
2020-03-0060573	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5NPD84L7KH427540	0	-458.56
2020-03-0060575	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV9LC077230	0	-643.05
2020-03-0060576	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV6LC078139	0	-802.80
2020-03-0060583	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CAA4LU455439	0	-650.70
2020-03-0060585	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2018/2T1BURHE6IC989446	0	-406.81
2020-03-0060586	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3KP C24A36KE050158	0	-414.91
2020-03-0060587	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4B14BV3KC165984	0	-459.91
2020-03-0060588	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KNMAT2MV8KPS14153	0	-497.25
2020-03-0060589	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/JA4AT3AA6KZ029449	0	-406.35
2020-03-0060590	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4B14BV8KC194375	0	-540.91
2020-03-0060591	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3FA6PORU9KR180194	0	-463.50
2020-03-0060593	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY282151	0	-376.21
2020-03-0060596	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP8KL839020	0	-331.20
2020-03-0060597	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY322129	0	-292.51
2020-03-0060598	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KM8J2CA48KU941396	0	-641.26
2020-03-0060601	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP4KY303636	0	-376.30
2020-04-0082611	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/JN1BJ1CR6KW348216	0	-109.71
2020-04-0082613	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4B14CV4LN310552	0	-60.93
2020-04-0082640	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/1N4B14DV2M3N310632	0	-267.21
2020-04-0082668	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3KPC24A65ME131410	0	-40.73
2020-04-0082870	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF0LH624101	0	-237.55
2020-04-0082871	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJDCE3MTS12271	0	-647.14
2020-04-0082872	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDZAGXKH691249	0	-458.32
2020-04-0082873	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4B14BV3KC245317	0	-409.41
2020-04-0082874	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV2LC7202140	0	-301.95
2020-04-0082875	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF2LH626898	0	-379.98
2020-04-0082876	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF6LH630419	0	-379.98
2020-04-0082877	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4B14EV3KC207887	0	-255.96
2020-04-0082878	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4B14CV4LC175522	0	-489.55
2020-04-0082879	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4B14EV3LC137471	0	-460.93
2020-04-0082880	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6POD92LR116857	0	-412.65
2020-04-0082881	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6POD93LR130833	0	-550.48
2020-04-0082882	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4B14EV2LC130494	0	-460.93
2020-04-0082883	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5XXGT4L3XG387999	0	-388.80
2020-04-0082884	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4B14EV7LC122407	0	-197.68

2020-04-0082885	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJCCB5MT531477	0	-384.88
2020-04-0082886	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5YFEPMAEXMP186211	0	-373.14
2020-04-0082887	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP8KL846548	0	-137.75
2020-04-0082888	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5XXGT4L31LG381444	0	-194.40
2021-03-0060423	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KMHD84LF0KU742004	0	-479.44
2021-03-0060662	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/1N4BL4DV2MN310632	0	-577.14
2021-03-0062422	FONG PETER H	191 GREAT HILL RD	EAST HARTFORD, CT 06108	2002/1GTEK14V12E146974	0	-18.80
2021-01-0005367	GARRETT NORMAN G & SHIRLEY	58 JEFFERSON LA	EAST HARTFORD, CT 06118	58 JEFFERSON LN	0	-900.00
2021-02-0040513	HERRERA MINI MARKET	1071 BURNSIDE AVE	EAST HARTFORD, CT 06108	1071 BURNSIDE AVE	0	-114.56
2021-03-0066377	HONDA LEASE TRUST	PO BOX 1027	ALPHATETTA, GA 30009	2019/2HGFC2F80KH536277	0	-317.37
2021-03-0066828	HYUNDAI LEASE TITLING TRUST	PO BOX 4747	OAKBROOK, IL 60522	2021/KM8J3CAL7MU377361	0	-663.20
2021-03-0068030	JUNIOR LOPEZ FIGUEROA LLC	516 BURNSIDE AVE	EAST HARTFORD, CT 06108	2002/2T1BR12E92C577146	0	-72.94
2021-03-0068998	LACHANCE JOAN & PAUL C JR	94 MADISON ST	EAST HARTFORD, CT 06118	2002/2G1WH55K229287305	0	-25.27
2021-03-0068999	LACHANCE JOAN & PAUL C JR	94 MADISON ST	EAST HARTFORD, CT 06118	2002/1GKDT13S322266670	0	-13.38
2021-03-0070645	LUNA ESPERANZA	33 RECTOR ST	EAST HARTFORD, CT 06108	2011/5TDKK3DC4BS136897	0	-234.04
2020-03-0071910	MAY-RILEY RENEE MAY-FORD YVONNE-POA	26160 GRAND PRIX DR	BONITA SPRINGS, FL 34135	2009/4T1BE46K89U393967	0	-31.95
2021-99-0009164	MILLS ANTHONY	34 DEERFIELD CT	EAST HARTFORD, CT 06108	PKT AX28024	0	-90.00
2020-03-0074280	NETUPSKI EDWIN S JR	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108	2010/1FMCU9DG7AKB54381	0	-100.12
2021-03-0074300	NETUPSKI EDWIN S JR	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108	2010/1FMCU9DG7AKB54381	0	-146.72
2021-02-0041143	NOVITEX ENTERPRISE SOLUTIONS INC	300 FIRST STAMFORD PL 2ND FL W	STAMFORD, CT 06902	VARIOUS	0	-311.89
2021-03-0075705	ORTIZ-BRUCELAS JUAN J	446 MAIN ST 401	EAST HARTFORD, CT 06118	2020/JA4A23A3XL2006886	0	-97.26
2021-01-0011410	RIDGEWOOD HOLDINGS ATTN: POMA ANDREW	40 ROUTE 59	NYACK,NY 10960	20 BURNSIDE AVE	0	-58,688.02
2003-03-0081990	ROBERTS ALICE	23 J AMATO DR	SOUTH WINDSOR,CT 06074	1996/1J4EZ585STC152674	-645.86	-325.06
2021-03-0079822	RODRIGUEZ MONICA A	13 SUNNYDALE RD	EAST HARTFORD, CT 06118-3146	2013/1VWBP7A3XDCC120699	0	-36.81
2021-03-0080137	ROME EDWARD R ROME LINDA	202 WESTERLY TER	EAST HARTFORD, CT 06118-3458	2008/4T1BE46KX8U737846	0	-87.64
2021-03-0082777	SODERHOLM PAUL M JR	6199 E BROADWAY #118	TUCSON, AZ 85711-4011	2007/JTDKB20UX77611835	0	-83.78
2021-03-0084012	THOMAS DIANE G	21 RICHARD RD	EAST HARTFORD, CT 06108-2136	2005/2C4GP54L05R601398	0	-12.72
2021-03-0087020	WHITTAKER ROBERT S	41 CROSS ST	WESTERLY, RI 02891	2015/3N1AB7AP5FL660567	0	-15.97
2021-03-0088005	ZIKOSKI LINDA J	PO BOX 578	YORK BEACH, ME 03910	2008/1J4FA54198L512495	0	-24.77
2021-03-0088006	ZIKOSKI LINDA J	PO BOX 578	YORK BEACH, ME 03910	2012/JTDKTUD32CD510956	0	-14.96
<b>SUBTOTAL</b>					<b>-645.86</b>	<b>\$ (149,329.20)</b>
<b>TOTAL</b>						<b>\$ (149,975.06)</b>

[Construction and Maintenance Agreement with Connecticut Southern Railroad re: McAuliffe Park crossing](#)

**MOTION** By Sebrina Wilson  
seconded by Angie Parkinson

to **authorize** the mayor to enter into a construction and maintenance agreement with Connecticut Southern Railroad for the purpose of the construction and maintenance of a pedestrian pathway over the rail right of way to allow safe passage between McAuliffe Park and the Columbus Circle neighborhood as set out in a memo from Mayor Walsh to Town Council chair Richard Kehoe dated November 10, 2022.

Motion carried 9/0

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Morrison requested an update on the SiFi network project. *Chief of Staff Martin stated that the project is currently trenching in the Ridgewood neighborhood off Silver Lane. Delays in the delivery of sealant product caused a slow-down in the process that have now been resolved. Once the weather cools and sealant can not be applied, production will pause until Spring.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Walsh invited the Council to view two videos; one focused on recruitment created by Human Resources and the second an update on current development efforts. The Mayor thanked the Council for approving the Connecticut Southern Railroad maintenance agreement. The Mayor feels that the “catwalk” is a milestone for the community.

ADJOURNMENT

MOTION       By John Morrison  
                  seconded by Don Bell  
                  to **adjourn** (8:48 pm)

Motion carried 9/0

The Chair wished all a good evening and announced that the next regular meeting of the Town Council would be on December 13, 2022.

Attest \_\_\_\_\_  
  Jason Marshall  
  TOWN COUNCIL CLERK

EAST HARTFORD BOARD OF EDUCATION  
1110 MAIN STREET, 3<sup>RD</sup> FLOOR CONFERENCE ROOM

NOVEMBER 29, 2022

BOARD OF EDUCATION BUDGET WORKSHOP

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson,  
Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup  
and Travis Simpson

ABSENT Councillor Harry Amadasun

ALSO Michael Walsh, Mayor  
PRESENT Nathan Quesnel, Superintendent of Schools  
Anne Marie Mancini, Deputy Superintendent of Secondary Curriculum  
Elsie Torres, Assistant Superintendent of Elementary Curriculum  
Chris Wethje, Director of Human Resources  
Ben Whittaker, Chief Operations Officer  
Roberta J. Pratt, Chief Information Officer of Information Technology  
Dr. Sharon Bremner, Director of Pupil Personnel Services  
Board of Education Members:  
Tyron Harris, Chair; Vanessa Jenkins, Secretary; Dorese Roberts, Patrick Biggins,  
Valerie Scheer

CALL TO ORDER

The meeting was called to order at 6:11 p.m.

Board of Education Chair Tyron Harris and Council Chair Rich Kehoe described this joint meeting as a continuation of a collaborative process between the East Hartford Board of Education and the Town Council to set a town and board budget that contains a fair appropriation for the schools to ensure the provision of a quality education for all students taking into consideration the need to limit property taxes. Both the Board of Education and the Town Council recognize that they share a common goal of making East Hartford a better place to live and work.

Superintendent Nate Quesnel and Chief Operations Officer Ben Whittaker provided an overview of the Board of Education's achievements and the projected budget needs for the 2024 FY budget. Councillors asked questions.

ADJOURNMENT

MOTION By John Morrison  
seconded by Don Bell  
to **adjourn** (7:46 p.m.)  
Motion carried 8/0.


Attest \_\_\_\_\_  
Richard F. Kehoe  
Town Council Chair



## MEMORANDUM

**DATE:** November 21, 2022

**TO:** All East Hartford Town Councilors

**FROM:** Mike Walsh, Mayor 

**TELEPHONE:** (860) 291-7201

**RE:** Charter Revision Approval – New Town Hall Organization 2023

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The Charter Revision question was overwhelmingly adopted by the voters of East Hartford, congratulations!

As we are aware, among other things, the adoption amends the Town Charter to provide flexibility in reorganizing town departments and creates a position of Chief Administrative Officer.

For the purposes of this communication today, I first want to focus on the existing Town Hall organization, and after that brief discussion, I would like to introduce for the Town Council's review, consideration, and approval, a new 2023 Town Hall organization I believe will better serve the community and also future Mayors.

### The Existing Organization

Upon taking office in November of 2021, and having worked closely with three Mayors over 23 years, the existing organization (Exhibit A) in terms of span of control was overly broad with 14 direct reports, 18 outside agency appointments, and three Mayor's Office staff.

Additionally, to promote situational awareness of ongoing projects, I temporarily included five additional staff as direct reports including Assistant Corporation Counsel, Risk Management, Grants (serving as ARPA Czar), the IT Supervisor, and a Durational Project Manager.

In total, 22 direct reports while serving on 18 outside organizations isn't an effective structure that will serve East Hartford well. It is for this reason that I advance the following reorganization to you, the Town Council.

### The New 2023 Organization

Please see the attached amended organization chart (Exhibit B) and accept this narrative explaining the desired changes, which if approved, represent a new focus on how Town Hall serves the community. My hope is this will be approved by Council by December 31, 2022 so any budget presentation changes can be completed.

### What's New?

In this new organization, the Mayor focuses and interfaces more directly with Human Resources, Corporation Counsel, Information Technology, the Chief Administrative Officer, a new Project Management Office, Risk Management, and a new Quality of Life for Residents group to advance meaningful projects.

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Also new is a Chief Administrative Officer (COA) who will handle day to day operations including direct oversight of the Directors overseeing Libraries, Town Clerk, Fire Operations, Police Operations, Development, Health, Finance, and Public Works. The Mayor will also work very closely with the CAO on a daily basis.

Under this new organization, the span of control is seven for the Mayor and eight for the Chief Administrative Officer, certainly more manageable than the prior organization.

Other changes include: the Human Resources Director will also now handle the duties of the Chief Diversity Officer. The Project Management Office, new to the organization, will be headed by Jessica Carrero. Jess will work closely with the Mayor, the CAO and directors as projects are prioritized and executed. The Quality of Life Office, also new to the organization, will not have direct staff, but will pull from a variety of departments to better respond to emerging issues that confront our community.

With respect to the Development Department, I am recommending that Inspections and Permits become part of Development as we work toward the idea of “getting to yes” with respect to a unified approach to serving new businesses as they enter or expand within town.

The current director of Inspections and Permits will continue to be the director and be paid as a director, but work more closely with the Development Director to foster shared development goals. The creation of a Deputy Development Director to add resiliency and depth to this important organization is also requested and is consistent with Council identified needs from past budget processes. Finally, East Hartford Works! and the goal of local job creation and connection is also housed in development.

With respect to the Police Department, the creation of Critical Incident Team (CIT) will allow an embedded social worker to respond in those circumstances where there is a known mental health issue.

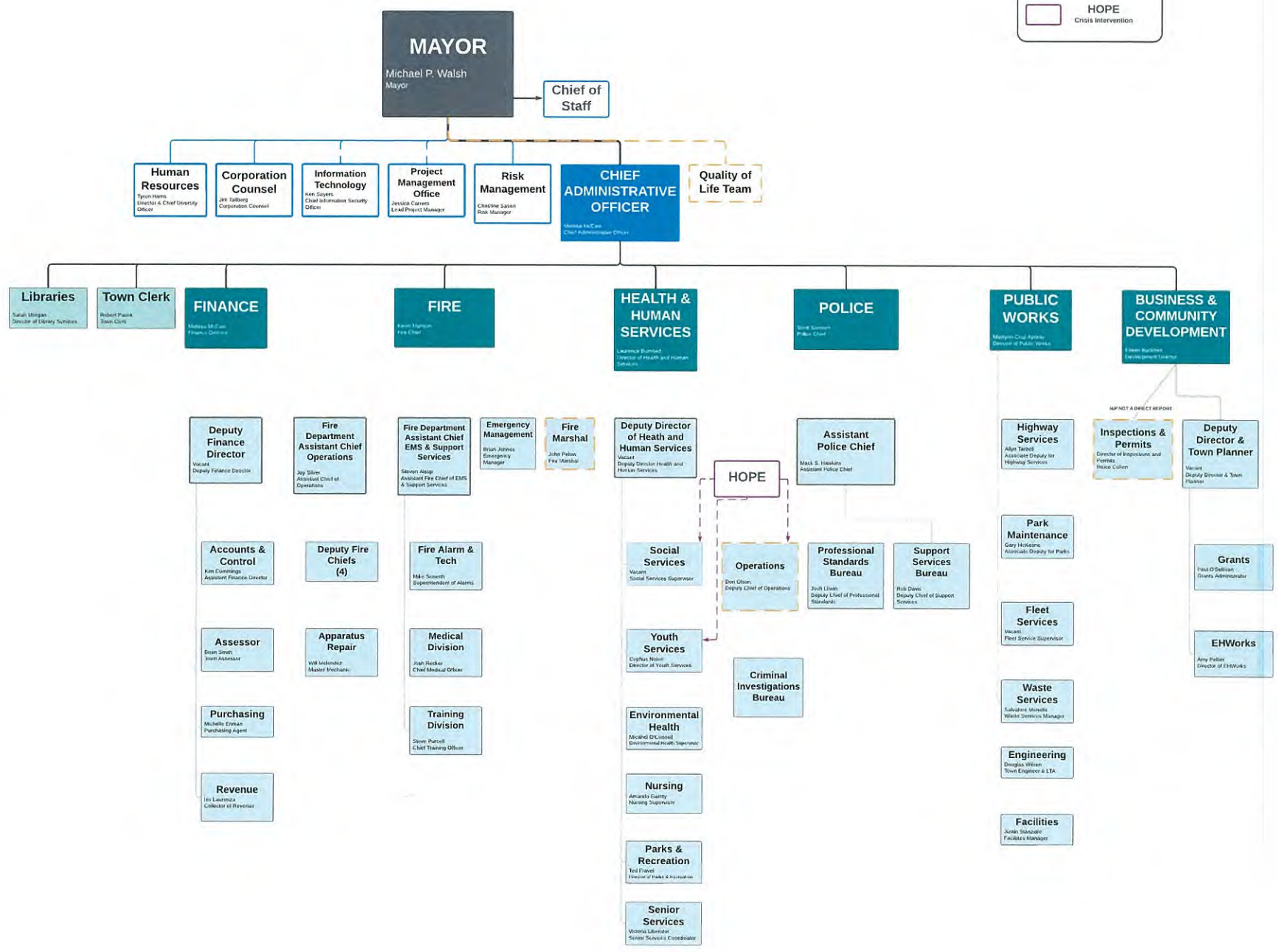
With respect to the Health Department, if Covid-19 has taught us anything, it's the newfound role a Health Department takes while fighting for a community's health in so many different ways. In this case, Parks and Recreation, Senior Services, and Youth Services are all integrated as functions of Health programming. The Health Department will also have a Deputy Director position added for resiliency and depth.

### **What Changes?**

As mentioned previously with respect to Inspections and Permits, the Directors of Parks and Recreation and Youth Services will continue as directors and be paid as such under the concept of grandfathering. Upon their eventual departure, these positions will be filled with department supervisors.

Further, the Public Works Assistant Director position and the Supervisor of Inspection and Permits that are currently vacant will not be filled creating the funding stream to accomplish this reorganization on a net zero basis.

In closing, I look forward to a discussion on the merits of the aforementioned new organization chart as we look to better streamline the organization that is Town Hall. Please let me know if you have any questions or programs with any of the aforementioned. Thanks.



# ORGANIZATION CHART



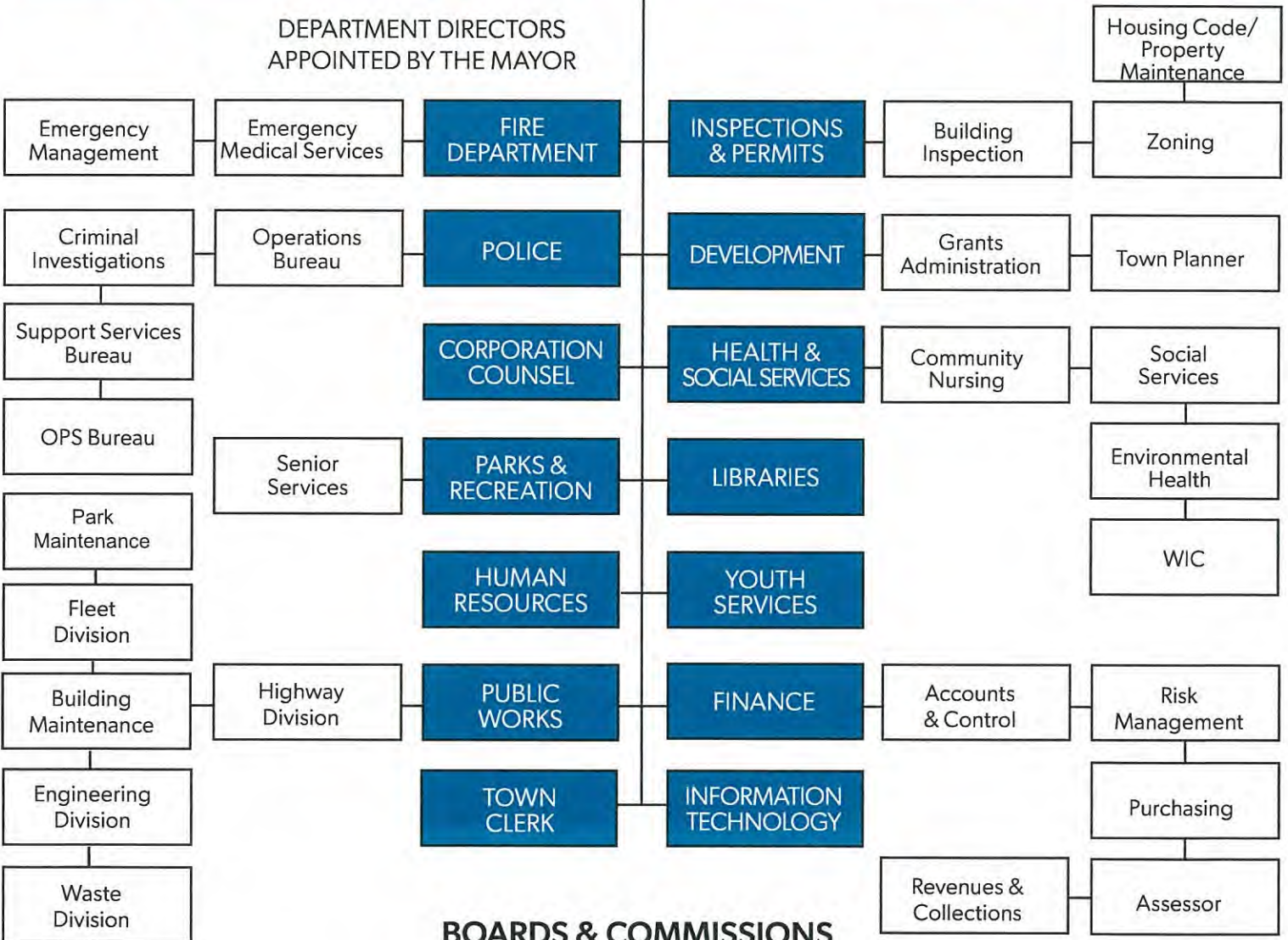
VOTERS

ELECT

MAYOR



DEPARTMENT DIRECTORS APPOINTED BY THE MAYOR



## BOARDS & COMMISSIONS

Beautification Commission  
 Board of Assessment Appeals  
 Building Board of Appeals  
 Commission on Aging  
 Commission on Services to  
 Persons with Disability

Commission on Culture and Fine Arts  
 Economic Development Commission  
 Historic District Commission  
 Inland Wetland Commission  
 Pension & Retiree Benefit Board  
 Personnel Appeals Board


Planning and Zoning Commission  
 Public Building Commission  
 Veterans' Commission  
 Zoning Board of Appeals

*Appointed by Mayor and/or Approved By Council*





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

DATE: December 1, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Michael P. Walsh, Mayor   
RE: COMMUNICATION: Recruitment Video

---

Please allocate time on the Town Council meeting agenda for HR Director Tyron Harris to present a brand new recruitment video created for the town.

Please place this item on the Town Council agenda as a communication for the December 13<sup>th</sup>, 2022 meeting.

C: T. Harris, HR Director

MICHAEL P. WALSH  
MAYOR

# TOWN OF EAST HARTFORD

(860) 291-7220

TYRON HARRIS  
DIRECTOR  
OFFICE OF HUMAN  
RESOURCES

740 Main Street  
East Hartford, Connecticut 06108

[WWW.EASTHARTFORDCT.GOV](http://WWW.EASTHARTFORDCT.GOV)

December 1st 2022

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

Re: Communication to Town Council

Dear Mr. Walsh:

The Human Resources Department has created two recruitment videos for the town. The purpose of the videos will help us reach more candidates, attract their attention, compellingly present the brand of the town, increase our application rate and enhance the candidate experience. These videos will do more than tell candidates that East Hartford is a great employer. Using these videos will show them how great it is to work and live in the town of East Hartford.

Tyron V. Harris

Human Resources Director  
Customer Service. Collaboration. Communication.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: RESOLUTION: \$3M Fire Equipment to CIP Post Nov. 8. 2022 Referendum

---

As you may recall, the Town Council adopted the Town's 5-year capital plan for FY 22-23 as part of the Mayor's recommended budget. Additionally, on November 8, 2022, voters approved the bond referendum question pertaining to \$3M for the acquisition of fire equipment for the fire department.

As a result, the enclosed resolution would allow to adopt the amendment to the town's 5-year Capital Improvement Plan by incorporating the \$3M for fire equipment.

Please place this item on the Town Council agenda for the December 13, 2022 meeting.

C: M. McCaw, Finance Director  
K. Munson, Fire Chief



## MEMORANDUM

**DATE:** December 5, 2022

**TO:** Michael Walsh, Mayor

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

**CC:** Chief Kevin Munson

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

**RE:** **Addition of \$3M Fire Equipment to Capital Improvement Plan Post-November 8, 2022 Referendum**

---

As you may recall, Council adopted the Town of East Hartford's 5-Five-Year Capital Plan for FY2022-23 as contained in the Mayor's Recommended Budget for 2022-23. The Mayor's Recommended Budget as adopted by Council contemplated one bond question for \$15 million for continued road maintenance. Since budget adoption, Town Council approved an additional bond referendum question and resolution as follows:

- Appropriating \$3,000,000 For The Acquisition and Replacement Of A Tower Ladder Truck, A Pumper Truck, Self-Contained Breathing Apparatus And Rope Rescue Equipment For The Fire Department And Authorizing The Issuance Of \$3,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

The voters approved the bond referendum question pertaining to the \$3 million Fire Equipment to be funded via General Obligation Bonds on November 8, 2022. In light of this, please see attached a resolution for Council to adopt one amendment to the Town of East Hartford's 5-Year Capital Improvement Plan for fiscal year 2022-23 by incorporating the approval of the \$3 million for Fire Vehicles and Equipment. This resolution was submitted in April 2021, however no action was taken in August when the bond referendum resolutions were passed. It is requested that approval of the Capital Improvement Plan amendment occur at the December 13, 2022 meeting.

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

**RESOLUTION TO ADD A PROJECT TO THE TOWN'S 5-YEAR CAPITAL  
IMPROVEMENT PLAN AND TO AUTHORIZE AN APPROPRIATION**

**WHEREAS**, the Town of East Hartford identified that the replacement of one Tower Ladder Truck, one Pumper Truck, Self-Contained Breathing Apparatus and Rope Rescue Equipment as a priority of the Town's Fire Department; and

**WHEREAS**, the Town of East Hartford recognizes the expected useful life of such vehicles and equipment and the associated supply chain challenges; and

**WHEREAS**, the Town of East Hartford recognized that prudent course would allow for early action to ensure such vehicles and equipment can be procured in time to meet useful life guidelines and obtain optimal pricing;

**WHEREAS**, the East Hartford Town Council approved the submittal of the \$3 million expenditure for the Fire Department for consideration

**WHEREAS**, the Town Council adopted the resolutions providing for submission of the \$3 million bond referendum question to the voters in conjunction with the general election on November 8, 2022;

**WHEREAS**, the November 8, 2022 election resulted in a favorable majority vote from the electorate of East Hartford, Connecticut, approving the \$3 million bond request;

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

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the purchase of one Tower Ladder Truck, one Pumper Truck, Self-Contained Breathing Apparatus and Rope Rescue Equipment at an estimated total cost of \$3,000,000.
2. The funding source will be General Obligation Bonds.

I, Robert Pasek, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on December 13, 2022.

\_\_\_\_\_  
Jason Marshall, Clerk of the Town Council

Signed: \_\_\_\_\_  
Michael P. Walsh, Mayor


Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Melissa N. McCaw, Director of Finance

Dated: \_\_\_\_\_



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 5, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: BID WAIVER: Senior Center IT Room

---

Please find enclosed a request from Director of Parks and Recreation & Senior Services for a bid waiver under the Town of East Hartford's Code of Ordinances Section 10-7(c) to allow Newfield Construction to complete the Senior Center Information & Technology Room.

Please place this information on the Town Council agenda for the December 13, 2022 meeting.

C: T. Favel, Director of Parks and Recreation & Senior Services

Michael P. Walsh  
Mayor

The seal of the Town of East Hartford is circular, featuring the text "TOWN OF EAST HARTFORD" around the top and "1842" at the bottom. The seal is partially obscured by the text of the letterhead.  
**TOWN OF EAST HARTFORD**  
**Parks & Recreation**  
50 Chapman Street  
East Hartford, Connecticut 06108

Phone:(860)291-7160

FAX: (860)282-8239

TO: Mayor, Michael P. Walsh

FROM: Director of Parks and Recreation & Senior Services, Ted Fravel

DATE: December 5, 2022

Subject: Request bid wavier of bidding requirements

In accordance with Section 107 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver. This wavier would allow Newfield Construction to complete the Senior Services, Information & Technology Room.

Newfield was the primary company overseeing all phases of construction for the Senior Center. They will be overseeing the project and hiring the same contractors (who worked initially on the project) to finish the work in the Information & Technology Room.

This project will be funded by the Friends of the Seniors, and has be reviewed by our Town's Information and Technologies Department. The detailed construction documents were submitted by lead architect for the project Chris Williams & Associates.

Maintaining the relationship with Newfield Contractors for this project is in the best interest of the Town to keep all of the work in the building consistent.

I am available for any questions.

Respectfully Submitted

Ted Fravel  
Director Parks and Recreation



**EAST HARTFORD - SENIOR CENTER - 15 MILLBROOK DRIVE**  
**Add 12 Cat 6 Data Cables to Room by Front Entrance**  
**BILL OF MATERIAL AND LABOR PRICING**  
**EH22015 - 9/7/2022**

<u>QTY</u>	<u>DESCRIPTION</u>	<u>MFG</u>	<u>PART#</u>
4	Cat 6 Data Cable - Plenum - Blue	Mohawk	
12	Cat 6 Data Jack - White	Hubbell	HXJ6WH
1	24 Port patch panel - Cat 6	Hubbell	HP624E
3	Faceplate - 4 Port - Stainless	Hubbell	
	Misc Hardware, J Hooks etc.	TBD	TBD

**TOTAL MATERIAL COST**

**LABOR COSTS**

Run 12 Cat 6 data cables from MDF to Room by front entrance  
Drop the 12 cables into new faceplates, terminate and test cables

**TOTAL LABOR COST**

**TOTAL INSTALLATION COST**



---

**COST**

\$ 1,311.00  
\$ 103.50  
\$ 339.25  
\$ 21.56  
\$ 25.00  
  
\$ **1,800.31**

\$ 960.00  
\$ 960.00

\$ **1,920.00**

\$ **3,720.31**

***The Town of East Hartford***  
***Technology Center Renovations***  
***PROPOSAL***

**May 17th, 2022**

**Prepared & Submitted By: Alex D'Agostino**



**Newfield**  
**CONSTRUCTION**  
*EXPERIENCE. WE BUILD ON IT.™*

**225 Newfield Avenue**  
**Hartford, CT 06106**  
**(860) 953-1477**



**Newfield**  
**CONSTRUCTION**  
 EXPERIENCE. WE BUILD ON IT.™

## SUMMARY

**PROJECT:** East Hartford Senior Center - Technology Center Renovation  
**ADDRESS:** 15 Milbrook Road, East Hartford CT  
**ARCHITECT:** CWA  
**PROJECT #:** 913 Continued  
**ESTIMATOR:** Alex D'Agostino  
**DATE:** May 17th, 2022

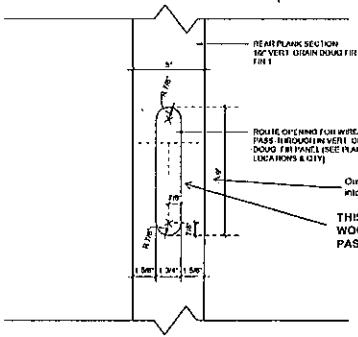
CSI #	TRADE	VALUE	SUBCONTRACTOR CARRIED
01000	Temporary Protection	\$ 990.00	Newfield Construction
02000	Demo	\$ 740.00	Newfield Construction
06000	Blocking	\$ 1,660.00	Newfield Construction
06100	Millwork	\$ 13,900.00	Barrco/American Wood Products Inc.
09000	Drywall & Base	\$ 2,250.00	Newfield Construction
09910	Painting	\$ 1,210.00	Newfield Construction
10140	Signage	\$ 800.00	GC Signs
12000	Steelcase Furnishings & Accessories (FFE)	\$ -	EXCLUDED
26000	Electrical	\$ 12,700.00	J.E. Shea Electric
010000	GENERAL CONDITIONS	\$ 6,160.00	Newfield Construction
<b>SUBTOTAL</b>		<b>\$40,410</b>	
	PERMITS	\$888.20	
	INSURANCE	\$343.49	0.85%
	C.M. OVERHEAD & FEE	\$2,082	5.00%
<b>SUBTOTAL</b>		<b>\$43,724</b>	
	STATE/PROJECT TAX (IF APPLICABLE)	\$0	EXEMPT
	CONSTRUCTION CONTINGENCY	\$0	EXCLUDED
<b>SUBTOTAL</b>		<b>\$43,724</b>	
	PERFORMANCE & PAYMENT BONDS	\$0	EXCLUDED
<b>TOTAL</b>		<b>\$43,724</b>	

**East Hartford Senior Center - Technology Center Renovations**  
**Assumptions & Qualifications**

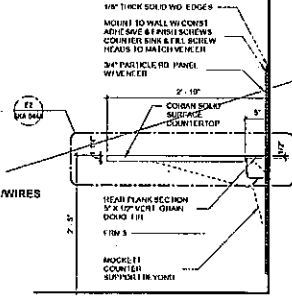


**Assumptions & Qualifications**

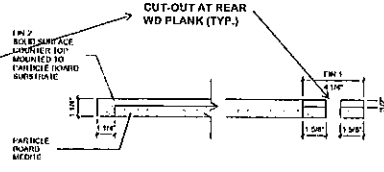
- 1.01 This bid is based on Tax Exempt Status. Town of EH to provide applicable tax exempt documentation
- 1.01 **Performance & Payment Bonds are EXCLUDED**
- 1.02 **Contingencies are EXCLUDED**
- 1.03 **Steelcase & Humanscale Furnishings/Accessories are EXCLUDED. Blocking will be provided for the Steelcase Wall Mounted Storage Unit**
- 1.04 **Prevailing Wage is EXCLUDED**
- 1.05 Includes Submittals
- 1.06 Walls and Existing Column to be Painted at Completion. Base to be reinstalled at completion.
- 1.07 Includes Temporary Protection of Existing Finish Floors as needed.
- 1.08 **Assumes a Late September/October Completion - Pending Millworker Availability**
- 1.09 Counter Supports to be White, Grey or Black (Owner Selected)



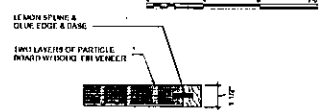
D5 TECH CENTER COUNTER CUTOUT  
3" x 1'-0"



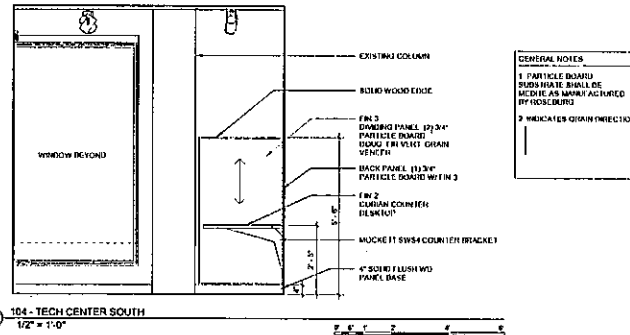
D4 TECH CENTER DESK SECTION  
1" x 1'-0"



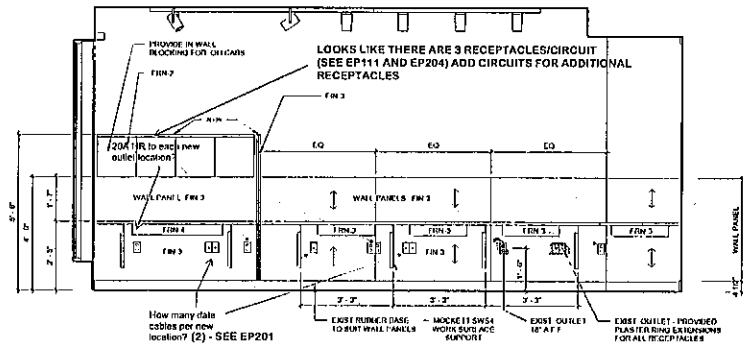
E2 TECH CENTER DESK DETAIL  
3" x 1'-0"



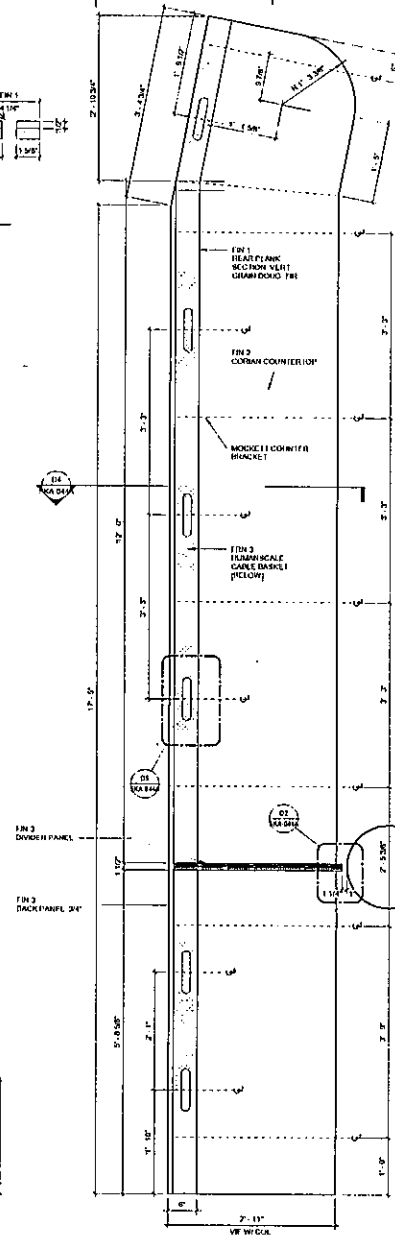
D2 TECH CENTER DIVIDER PANEL DETAIL  
3" x 1'-0"



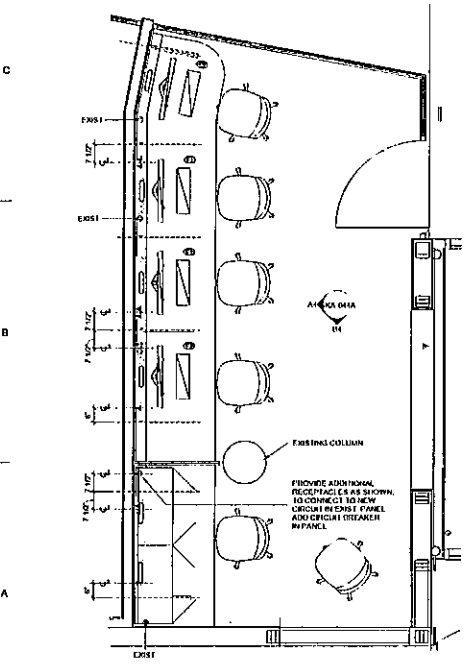
B4 104- TECH CENTER SOUTH  
1/2" x 1'-0"



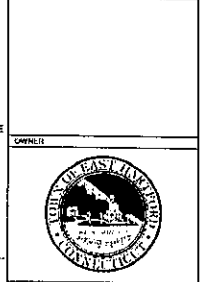
AA 104- TECH CENTER WEST  
1/2" x 1'-0"



2 TECH CENTER COUNTER PLAN  
1" x 1'-0"



1 104- TECHNOLOGY CENTER PLAN  
1/2" x 1'-0"



**CWI**

CHRISTOPHER WILLIAMS ARCHITECTS, LLC  
25 Willow Street New Haven, CT 06511  
203.772.6164 www.cwicontractors.com

ENGINEER

OWNER

ARCHITECT

CONTRACTOR

OWNER

CONTRACTOR

PRICING

03.10.22

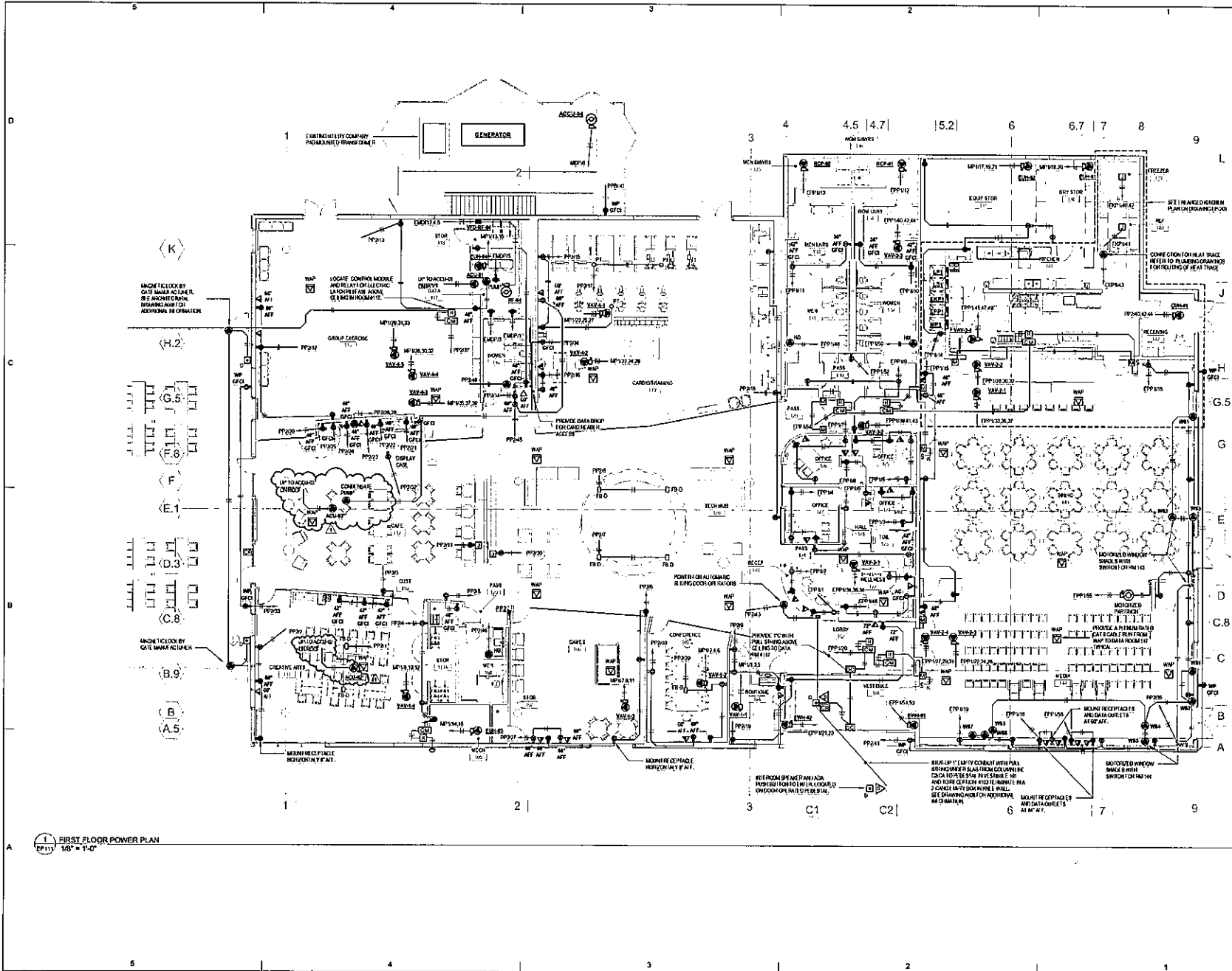
EAST HARTFORD SENIOR CENTER  
15 MILLBROOK DRIVE  
EAST HARTFORD, CONNECTICUT

MARK	DATE	DESCRIPTION

PROJECT NO. CWI PROJ-011-01-1800  
DRAWN BY: Austin  
CHECKED BY: Cristian  
COPYRIGHT

SHEET TITLE  
TECHNOLOGY CENTER

SKA-044A



1 FIRST FLOOR POWER PLAN  
1/8" = 1'-0"



OWNER  
**CWA**  
CHRISTOPHER WILLIAMS ARCHITECTS, LLC  
85 Bridge Street | New Haven, CT 06511  
203.775.6184 | www.cwaarchitects.com

ENGINEERS  
**EIA**  
ELECTRICAL ENGINEERS  
1000 WEST STREET  
NEW HAVEN, CT 06511  
203.775.6184

CIVIL ENGINEERS

ISSUED FOR BID  
11/07/2019

CONFORMED SET  
ISSUED 02/26/2020

EAST HARTFORD SENIOR CENTER  
15 MILBROOK DRIVE  
EAST HARTFORD, CONNECTICUT

NO.	DATE	DESCRIPTION
1	1/29/21	ADDENDUM 1

PROJECT NO.  
CWA PROJECT NO.: 1886  
DRAWN BY: RSN  
CHECKED BY: KPS  
COPYRIGHT

SHEET TITLE  
FIRST FLOOR POWER PLAN

EP111

SWITCHBOARDS: MDP

Table with 4 columns: LOCATION, SUPPLY FROM, MOUNTING, ENCL. TYPE. Includes detailed circuit schedule with columns for Ckt, Circuit Description, # of Poles, Frame Size, Trip Rating, Approx Load, and Remarks.

BRANCH PANEL: MP1

Table with 4 columns: LOCATION, SUPPLY FROM, MOUNTING, ENCL. TYPE. Includes detailed circuit schedule with columns for Ckt, Circuit Description, Trip, Poles, and Remarks.

BRANCH PANEL: LP1

Table with 4 columns: LOCATION, SUPPLY FROM, MOUNTING, ENCL. TYPE. Includes detailed circuit schedule with columns for Ckt, Circuit Description, Trip, Poles, and Remarks.

BRANCH PANEL: PPB

Table with 4 columns: LOCATION, SUPPLY FROM, MOUNTING, ENCL. TYPE. Includes detailed circuit schedule with columns for Ckt, Circuit Description, Trip, Poles, and Remarks.

BRANCH PANEL: PP2

Table with 4 columns: LOCATION, SUPPLY FROM, MOUNTING, ENCL. TYPE. Includes detailed circuit schedule with columns for Ckt, Circuit Description, Trip, Poles, and Remarks.



CWA CURTIS R. WILLIAMS ARCHITECTS, LLC



Civil Engineers

ISSUED FOR BID

11/07/2019

CONFORMED SET ISSUED 02/26/2020

EAST HARTFORD SENIOR CENTER 15 MILBROOK DRIVE EAST HARTFORD, CONNECTICUT

PROJECT NO CIVL PROJECT NO 1809 DRAWN BY: RBN CHECKED BY: KFB COPYRIGHT

PANEL TITLE PANELBOARD SCHEDULES


EP204







## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 7, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: RESOLUTION: State of CT Community Investment Fund - Round 2

---

The Town of East Hartford is looking to apply to the State of Connecticut Community Investment Fund (CIF) for funding as part of a second submission as outlined in enclosed supporting documents provided by Finance Director Melissa McCaw.

Please place this item on the Town Council agenda for the December 13, 2022 meeting.

C: C. Martin, Chief of Staff  
E. Buckheit, Development Director  
M. McCaw, Finance Director  
G. Psaras, Finance Liaison  
P. O'Sullivan, Grants Manager



## MEMORANDUM

**DATE:** December 5, 2022

**TO:** Michael Walsh, Mayor

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

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

**RE:** **Grant Application to State of CT  
Community Investment Fund Round 2**

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply for grant funds on behalf of the Town of East Hartford to the State of Connecticut's Community Investment Fund (CIF) for a second submission.

As we know, the CIF is a new and historic bonded grant program that aims to foster economic development in historically underserved communities across the state. Eligible projects must:

- Promote economic or community development in the municipality where the project is located
- Consistently and systematically advance fair, just, and impartial treatment of all individuals, including individuals who belong to underserved and marginalized communities such as Black, Latino and indigenous and native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; persons comprising the LGBTQ+ community; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The Town has been successful in our most recent application with a recommended bond allocation of \$2.5 million from the State Community Investment Fund board. The December 8<sup>th</sup> State Bond Commission agenda show this item will be voted on for approval to effectively execute the grant award to the Town of East Hartford.

As we continue to strategically focus on the long-term sustainability and growth of our Town, we have several opportunities to leverage our assets, strengthen the residential profile, build economic resiliency, grow our commercial base and build our communities to ensure East Hartford continues to be a place to live, work, play and thrive.

The Town's proposals are as follows:

1. Demolition and pre-development funding for continued projects along Founders Plaza and East Hartford's Riverfront
2. Demolition and infrastructure funding for McCartin School Residential Development to increase homeownership.

I respectfully request that the resolution authorizing you as Mayor to apply for the CIF grant program be placed on the Town Council agenda for their meeting to be held on December 13<sup>th</sup>, 2022.

Please do not hesitate to contact me at extension 7246 if you have any questions.

Cc: Connor Martin, Chief of Staff  
Eileen Buckheit, Development Director  
George Psaras, Finance Liaison  
Paul O'Sullivan, Grants Manager

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 13th day of December, 2022

## RESOLUTION

**WHEREAS** the State of Connecticut has established the Community Investment Program to foster economic development in historically underserved communities across the state; and

**WHEREAS** the Town of East Hartford is ranked as the 12<sup>th</sup> most distressed municipality in the 2021 Distressed Municipalities List by the State of Connecticut with a median income of \$59,954 and a per capita income of \$29,789 with 13.7% living in poverty; and

**WHEREAS** the Town of East Hartford with a population of approximately 50,000 with 21.3% under 18 years of age is one of the most racially and ethnically diverse municipalities in the State of Connecticut with 55.5% Caucasian, 25% Black or African American, 38.2% Hispanic or Latino; and

**WHEREAS** the population of 51,137. There are 20,225 households in the city with an average household size of 2.50 persons. **43.49%** of households in East Hartford are renters.

**WHEREAS** the State of Connecticut Community Investment Fund presents an opportunity to foster economic growth, guiding future development reinvestments in the Town's long term riverfront master plan and the development of the McCartin School property for new homes and updated infrastructure, supporting current and incoming families in owning new single family homes in town.

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make a second application to, and execute and approve on behalf of this corporation, any and all documents,

contracts, and amendments as may be required by the State of Connecticut as they pertain to the Community Investment Fund grant

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

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

Seal

Signed: \_\_\_\_\_  
Jason Marshall, Town Council Clerk



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

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: ESC Proposal for Energy Audit & LED Replacement

---

Environmental Systems Corporations (ESC) and approved Eversource Contractor, is looking to perform an energy efficiency project for the Public Safety Complex. The background information in enclosed in this packet for your review.

Please place this item on the Town Council agenda for the December 13, 2022 meeting.

C: M. Cruz-Aponte, DPW Director  
M. McCaw, Finance Director  
R. Gentile, Assistant Corporation Counsel



**TOWN OF EAST HARTFORD PUBLIC WORKS  
MEMORANDUM**

To: Michael P. Walsh, Mayor  
CC: Richard Gentile, Corporation Counsel  
Melissa McCaw, Chief Administrative Officer  
From: Marilynn Cruz-Aponte, Director of Public Works  
Date: December 2, 2022  
**RE: DRAFT Motion to Approve Energy Project for The Public Safety Complex (PSC)**

As requested, I have drafted a motion to authorize you to enter into agreements with Eversource and Environmental Systems Corporation for an energy improvement project for the PSC. The motion follows the same format as the one acted upon by the Town Council last October 19, 2021 for a similar project completed at the Community Cultural Center.

The draft motion language will be reviewed by Rich Gentile today. Rich will edit and revise any language he deems necessary and will transmit it to Kate Tchelidze.

This memorandum includes at the most current background documents that should accompany the recommended motion and be submitted to Jason Marshall.

I will attend the Town Council meeting, remotely, to present and respond to questions..

**DRAFT MOTION:**

*Eversource/Environmental Systems Corp.-East Hartford Public Safety Complex*

*MOTION* BY: \_\_\_\_\_

*Seconded by:* \_\_\_\_\_

*That the Town Council authorize the Mayor to execute a letter of agreement, municipal loan agreement and related documents with Eversource, as well as a purchase contract and related documents with Environmental Systems Corp., to effectuate upgrades of lighting fixtures and controls at the Public Safety Complex, which are intended to increase energy efficiency and reduce long-term energy costs.*



---

**TOWN OF EAST HARTFORD PUBLIC WORKS  
MEMORANDUM**

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To: Michael P. Walsh, Mayor

From: Marilynn Cruz-Aponte, Director of Public Works

Date: November 28, 2022

RE: ESC Proposal for Energy Audit & LED Replacement

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Environmental Systems Corporation (ESC), an approved Eversource contractor, proposes to perform an energy efficiency project for the Public Safety Complex (PSC). ESC was identified as the low bid after review of 3 contractor proposals utilizing DAS contract 18PSX0104.

This project has been reviewed by Melissa McCaw, Finance Director, and Justin Stanziale, Facilities Manager. It has also been reviewed by Bridge Energy, the Town's third party energy procurement consultant. Savings projected by ESC and Eversource have been deemed accurate by Bridge Energy, thus the recommendation is to move forward with this project.

The attached energy audit for the PSC will include replacement of 1,180 fixtures with LED equivalent lighting. The proposal modernizes and replaces the current lighting control system to conform to the standardized Town-wide system; the current system is antiquated and on January 1, 2020 the manufacturer was no longer in business making support unavailable.

The payback analysis shows a Return on Investment (ROI) of 3.7 years with an annual energy savings projection of \$39,587 per year. There is a projected reduction in maintenance costs as the life-span of LED lighting is 10-20 years. Eversource has agreed to cover \$169,619.00 of the projected total cost (\$318,029) bringing the Town share down to \$148,410. Eversource is offering 4-year interest-free financing. This will give us monthly payments of \$3,091.88 and monthly energy savings of \$3298.91 resulting in a net cash flow revenue of \$207.01 per month.

Next steps and actions:

- 1) The Town, ostensibly the Mayor, will need to sign a Letter of Authority, non-binding, but serves to lock in incentives.

## MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of East Hartford
Principal Place of Business:	740 Main Street, East Hartford, CT 06108
Project Name:	E.H. Public Safety Building
Project Number:	CT22P01234954

### Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

#### WHEREAS:

- Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- Borrower desires to obtain financing for the Energy Efficiency Project; and
- Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

#### 1. Loan:

- Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

#### 2. Payment:

- Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

**3. Interest:** Borrower understands that interest will not be applied under this Agreement.

**4. Default:** Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- The nonpayment when due of any payment hereunder.
- Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- The death of any individual Borrower or guarantor.

**5. Cure for Default for Borrower's Failure to Make Timely Payments:** In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.



Customer Name:

Project Name:

**6. Late Payment Fees:** Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

**7. Acceleration:**

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

**8. Eversource's Legal Remedies:**

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

**9. Joint and Several Liability:** Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

**10. Independent Contractor:** Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

**11. Warranties:** Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

**12. Tax Liability:** Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

**13. Energy Savings:**

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ('FCM') or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ('DPUCs') September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No.

05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

**14. Elimination and/or Reduction of CEEF:** Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

**15. Indemnification:** Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

**16. Amendment:** This Agreement may be modified or amended only by a writing executed by the Parties.

**17. Third Parties:** In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

**18. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

**19. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

20. **Notices:** Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

**Eversource Energy Efficiency:**

Eversource  
107 Selden Street  
Berlin, CT 06037  
Attn: Energy Efficiency  
Consultant \_\_\_\_\_

**With a copy to:**

Eversource Service Company  
Legal Department  
107 Selden Street  
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

21. **Complete Agreement:** This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.



Customer Name:  
Project Name:

**Section 2**

Project Name E.H. Public Safety Building		Project Number CT22P01234954			
Name of Borrower Town of East Hartford		Principal Place of Business 31 School Street, East Hartford, CT 06108			
Total Project Cost \$ 318,029.00	Incentive \$ 169,618.68.	Loan Amount \$ 148,410.32	Monthly Payment \$ 3,091.88	No. of Months 48	Customer Unfinanced Balance / Buydown* \$ 0.00

**Please note:** If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

*By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.*

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor
Name of Customer (print)	Name of Signer (print)
Date of Signature	Date of Signature
Customer Title (print)	Title of Signer (print)
Federal Tax ID or Social Security Number	Federal Tax ID or Social Security Number
Service Street Address	Contractor Street Address
Service City, State & Zip Code	City, State & Zip Code
Billing Street Address	Contractor Phone Number
Billing City, State & Zip Code	<input type="checkbox"/> <b>Contractor verified customer's ID</b> <b>Please indicate Billing Preference below (required):</b> <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number	
Customer Email Address	

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

\*Customer unfinanced balance to be paid at completion of project.

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
450 Columbus Boulevard, Hartford, CT 06103

Eva Orlinski  
Contract Specialist

860-713-5083  
Telephone Number

CONTRACT AWARD NO.:

18PSX0104

Contract Award Date:

1 November 2018

Bid Due Date:

10 September 2018

SUPPLEMENT DATE:

4 February 2020

## CONTRACT AWARD SUPPLEMENT #2

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Energy Efficiency Retrofits and Energy Cost-Saving Services for Existing Buildings**

FOR:  
**All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations**

TERM OF CONTRACT:

**December 15, 2018 through December 31, 2022**

AGENCY REQUISITION NUMBER: 5263

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			No Change

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**DISCLAIMER OF VALUE:** The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Johnson Controls, Inc.**

Company Address: **27 Inwood Road, Rocky Hill, CT 06067**

Contact Person: **Aaron Alibrio**

Tel. No.: **860-471-0385**

Contact Person email address: [Aaron.Alibrio@jci.com](mailto:Aaron.Alibrio@jci.com)

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

### PLEASE NOTE:

The purpose of this supplement is to update the contact person for Johnson Controls, Inc. Please see new information above. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **EVA ORLINSKI**

Title: Contract Specialist

Date: February 4, 2020

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
450 Columbus Boulevard, Hartford, CT 06103

Eva Orlinski  
Contract Specialist

860-713-5083  
Telephone Number

CONTRACT AWARD NO.:
<b>18PSX0104</b>
Contract Award Date:
1 November 2018
Bid Due Date:
10 September 2018
SUPPLEMENT DATE:
23 September 2019

## CONTRACT AWARD SUPPLEMENT #1

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Energy Efficiency Retrofits and Energy Cost-Saving Services for Existing Buildings**

FOR: <b>All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations</b>		TERM OF CONTRACT: <b>December 15, 2018 through December 31, 2022</b>	
		AGENCY REQUISITION NUMBER: 5263	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change			No Change

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **J.B.A. Consulting Engineers, Inc.**

Company Address: **437 Naubuc Avenue, Suite 106, Glastonbury, CT 06033**

Contact Person: **Walt Donzila**

Tel. No.: **(860) 882-1515 x 312**

Company/Contact Person Email Address: [Walt.Donzila@nv5.com](mailto:Walt.Donzila@nv5.com)

Company Web Site: [www.celticenergy.com](http://www.celticenergy.com)

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

Effective immediately Supplement 1 has been issued for the assignment and assumption of Celtic Energy, Inc. to J.B.A. Consulting Engineers, Inc. who has assumed all of the contractual rights and responsibilities and has replaced them on this contract. Please use supplier ID # 190593 when using CORE. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **EVA ORLINSKI**

Title: Contract Specialist

Date: September 23, 2019

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Mark Carroza  
Contract Specialist

860-713-5047  
Telephone Number

CONTRACT AWARD NO.:

18PSX0104

Contract Award Date:

1 November 2018

RFP Due Date:

10 September 2018

## CONTRACT AWARD

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: ENERGY EFFICIENCY RETROFITS AND ENERGY COST-SAVING SERVICES FOR EXISTING BUILDINGS

FOR:  
All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:

1 January 2019 through 31 December 2022

AGENCY REQUISITION NUMBER: 5263

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
n/a	n/a	n/a	\$2,100,000.00 est.

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

**SEE FOLLOWING PAGES FOR CONTRACTOR INFORMATION.**

APPROVED \_\_\_\_\_

**DEVIN MARQUEZ**

Manager of Procurement Programs & Services  
(Original Signature on Document in Procurement Files)

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

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**Company Name:** American Development Institute, LLC

**Company Address:** 37 Thurber Blvd., Suite 107, Smithfield, RI 02917

**Tel. No.:** (401) 349-4053

**Fax No.:** n/a

**Certification Type:** None

**Payment Terms:** Net 45

**Contact Person:** Jeanette Coleman-Hall

**Contact E-mail Address:** [jch@adienergy.com](mailto:jch@adienergy.com)

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**Company Name:** Automated Building Systems, Inc.

**Company Address:** 125 Kreiger Lane, Glastonbury, CT 06033

**Tel. No.:** (860) 657-9257

**Fax No.:** (860) 657-3135

**Certification Type:** None

**Payment Terms:** Net 45

**Contact Person:** Gregory Canna

**Contact E-mail Address:** [gcanna@absddc.com](mailto:gcanna@absddc.com)

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**Company Name:** CDM Smith, Inc.

**Company Address:** 75 State Street, Boston, MA 02109

**Tel. No.:** (860) 808-2277

**Fax No.:** n/a

**Certification Type:** None

**Payment Terms:** Net 45

**Contact Person:** Joseph Laliberte

**Contact E-mail Address:** [lalibertejl@cdmsmith.com](mailto:lalibertejl@cdmsmith.com)

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**Company Name:** Celtic Energy, Inc.

**Company Address:** 437 Naubuc Ave., Suite 106, Glastonbury, CT 06033

**Tel. No.:** (860) 882-1515

**Fax No.:** (860) 882-1593

**Certification Type:** SBE

**Payment Terms:** Net 30

**Contact Person:** Walt Donzila

**Contact E-mail Address:** [wdonzila@celticenergy.com](mailto:wdonzila@celticenergy.com)

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**Company Name:** Earthlight Technologies

**Company Address:** 92 West Road, Ellington, CT 06029

**Tel. No.:** (860) 871-9700

**Fax No.:** (860) 871-9439

**Certification Type:** None

**Payment Terms:** Net 45

**Contact Person:** Samuel J. Schneider

**Contact E-mail Address:** [sam@earthlighttech.com](mailto:sam@earthlighttech.com)

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**Company Name:** Ecosystem Energy Services USA, Inc.

**Company Address:** 501 7<sup>th</sup> Avenue, New York, NY 10018

**Tel. No.:** (401) 808-0589

**Fax No.:** (646)-692-7898

**Certification Type:** None

**Payment Terms:** Net 45

**Contact Person:** Robert Mancini

**Contact E-mail Address:** [robert.mancini@ecosystem-energy.com](mailto:robert.mancini@ecosystem-energy.com)

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**Company Name:** Energy Resources USA, LLC

**Company Address:** 76 Watertown Road, Suite 2A, Thomaston, CT 06787

**Tel. No.:** (475) 559-8272

**Fax No.:** (860) 880-8304

**Certification Type:** None

**Payment Terms:** Net 45

**Contact Person:** Matt James

**Contact E-mail Address:** [mjames@energyresourcesusa.net](mailto:mjames@energyresourcesusa.net)

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

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*Company Name:* **ENGIE Services U.S., Inc.**

*Company Address:* **500 12<sup>th</sup> Street, Suite 300, Oakland, CA 94607**

*Tel. No.:* **(913) 225-7119**

*Fax No.:* **n/a**

*Certification Type:* **None**

*Contact Person:* **Scott Johnson**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[ss.johnson@engie.com](mailto:ss.johnson@engie.com)**

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*Company Name:* **Environmental Systems Corp.**

*Company Address:* **18 Jansen Court, West Hartford, CT 06110**

*Tel. No.:* **(860) 953-953-8800**

*Fax No.:* **(860) 953-1094**

*Certification Type:* **None**

*Contact Person:* **Michael Mullin**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[m.mullin@escontrols.com](mailto:m.mullin@escontrols.com)**

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*Company Name:* **Eversource Energy Service Co.**

*Company Address:* **107 Selden Street, Berlin, CT 06037**

*Tel. No.:* **(860) 665-4752**

*Fax No.:* **(860) 665-3030**

*Certification Type:* **None**

*Contact Person:* **Stephen J. Bruno**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[stephen.bruno@eversource.com](mailto:stephen.bruno@eversource.com)**

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*Company Name:* **GreenerU**

*Company Address:* **480 Pleasant Street, Suite C300, Watertown, MA 02472**

*Tel. No.:* **(612) 240-4641**

*Fax No.:* **n/a**

*Certification Type:* **None**

*Contact Person:* **Jennifer Haugh**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[jennifer.h@greeneru.com](mailto:jennifer.h@greeneru.com)**

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*Company Name:* **Greenleaf Energy Solutions, LLC**

*Company Address:* **119 Hawley Road, Oxford, CT 06478**

*Tel. No.:* **(475) 675-5972**

*Fax No.:* **(475) 675-5982**

*Certification Type:* **None**

*Contact Person:* **George Porto**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[gporto@greenleafenergysolutions.net](mailto:gporto@greenleafenergysolutions.net)**

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*Company Name:* **Honeywell International, Inc.**

*Company Address:* **712 Brook Street, Suite 106, Rocky Hill, CT 06067**

*Tel. No.:* **(518) 320-6268**

*Fax No.:* **n/a**

*Certification Type:* **None**

*Contact Person:* **Kathy Gicobbi**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[kathy.gicobbi@honeywell.com](mailto:kathy.gicobbi@honeywell.com)**

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*Company Name:* **Johnson Controls, Inc.**

*Company Address:* **27 Inwood Road, Rocky Hill, CT 06067**

*Tel. No.:* **(860) 571-3300**

*Fax No.:* **(860) 571-3301**

*Certification Type:* **None**

*Contact Person:* **Ronald H. Jaquith**

*Payment Terms:* **Net 45**

*Contact E-mail Address:* **[Ronald.h.jaquith@jci.com](mailto:Ronald.h.jaquith@jci.com)**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

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Company Name: **NORESKO, LLC**

Company Address: **1 Research Drive, Suite 400C, Westborough, MA 015801**

Tel. No.: **(508) 614-1000**

Fax No.: **n/a**

Certification Type: **None**

Contact Person: **Jessica Newfell**

Payment Terms: **Net 45**

Contact E-mail Address: **[jnewfell@noresko.com](mailto:jnewfell@noresko.com)**

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Company Name: **Prism Consulting, Inc.**

Company Address: **69 Alberts Hill Road, Sandy Hook, CT 06482**

Tel. No.: **(203) 240-2133**

Fax No.: **n/a**

Certification Type: **None**

Contact Person: **Wendy Simmons**

Payment Terms: **Net 45**

Contact E-mail Address: **[wendys@prismenergyservices.com](mailto:wendys@prismenergyservices.com)**

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Company Name: **Steven Winter Associates, Inc.**

Company Address: **61 Washington Street, Norwalk, CT 06854**

Tel. No.: **(212) 564-5800**

Fax No.: **n/a**

Certification Type: **None**

Contact Person: **Marie A. Starnes**

Payment Terms: **Net 45**

Contact E-mail Address: **[mstarnes@swinter.com](mailto:mstarnes@swinter.com)**

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Company Name: **Strategic Building Solutions, LLC**

Company Address: **135 New Road, Madison, CT 06443**

Tel. No.: **(860) 395-0055**

Fax No.: **(203) 779-5661**

Certification Type: **None**

Contact Person: **Jonathan Winikur**

Payment Terms: **Net 45**

Contact E-mail Address: **[jonathan.winikur@colliers.com](mailto:jonathan.winikur@colliers.com)**

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Company Name: **Sustainable Engineering Solutions, LLC**

Company Address: **120 Willow Brook Drive, Berlin, CT 06037**

Tel. No.: **(860) 270-0413**

Fax No.: **(888) 316-0452**

Certification Type: **SBE**

Contact Person: **Ernest Lawas**

Payment Terms: **Net 30**

Contact E-mail Address: **[elawas@sustainable-eng.com](mailto:elawas@sustainable-eng.com)**

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Company Name: **U.S. Energy Systems**

Company Address: **222 Pitkin Street, East Hartford, CT 06108**

Tel. No.: **(860) 985-8585**

Fax No.: **n/a**

Certification Type: **None**

Contact Person: **Alan M. Wiernasz**

Payment Terms: **Net 45**

Contact E-mail Address: **[amwiernasz@gmail.com](mailto:amwiernasz@gmail.com)**

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Company Name: **Wendel Energy Services, LLC**

Company Address: **375 Essjay Road, Suite 200, Williamsville, NY 14221**

Tel. No.: **(877) 293-6335**

Fax No.: **n/a**

Certification Type: **None**

Contact Person: **Joseph DeFazio**

Payment Terms: **Net 45**

Contact E-mail Address: **[marketing@wendelcompanies.com](mailto:marketing@wendelcompanies.com)**

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# **CONTRACT**

**18PSX0104**

Between

## **THE STATE OF CONNECTICUT**

Acting by its

### **DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**AMERICAN DEVELOPMENT INSTITUTE, LLC; AUTOMATED BUILDING SYSTEMS, INC.; CDM SMITH, INC.;  
CELTIC ENERGY, INC.; EARTHLIGHT TECHNOLOGIES; ECOSYSTEM ENERGY SERVICES USA, INC.;  
ENERGY RESOURCES USA, LLC; ENGIE SERVICES U.S., INC.; ENVIRONMENTAL SYSTEMS CORPORATION;  
EVERSOURCE ENERGY SERVICE COMPANY; GREENER U; GREENLEAF ENERGY SOLUTIONS, LLC;  
HONEYWELL INTERNATIONAL, INC.; JOHNSON CONTROLS, INC.; NORESKO, LLC; PRISM CONSULTING, INC.;  
STEVEN WINTER ASSOCIATES, INC.; STRATEGIC BUILDING SOLUTIONS, LLC;  
SUSTAINABLE ENGINEERING SOLUTIONS, LLC; U.S. ENERGY SYSTEMS; WENDEL ENERGY SERVICES, LLC**

### **ENERGY EFFICIENCY RETROFITS AND ENERGY COST-SAVING SERVICES FOR EXISTING BUILDINGS**

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This Contract (the "Contract") is made as of the Effective Date by and between:

- a) American Development Institute, LLC (the "Contractor,") with a principal place of business at 37 Thurber Blvd., Smithfield, Rhode Island, acting by John Rizzo, its Chief Executive Officer;
- b) Automated Building Systems, Inc. (the "Contractor,") with a principal place of business at 126 Kreiger Lane, Glastonbury, Connecticut, acting by Gregory Canna, its Vice President;
- c) CDM Smith, Inc. (the "Contractor,") with a principal place of business at 75 State Street, Boston, Massachusetts, acting by Joseph Laliberte, its Associate;
- d) Celtic Energy, Inc. (the "Contractor,") with a principal place of business at 437 Naubuc Avenue, Glastonbury, Connecticut, acting by Chris Halpin, its President;
- e) Earthlight Technologies (the "Contractor,") with a principal place of business at 92 West Road, Ellington, Connecticut, acting by Samuel J. Schneider, its Chief Operating Officer;
- f) Ecosystem Energy Services USA, Inc. (the "Contractor,") with a principal place of business at 501 Seventh Avenue, New York, New York, acting by Karim Hajjaj, its Executive Vice President;
- g) Energy Resources USA, LLC (the "Contractor,") with a principal place of business at 76 Watertown Road, Thomaston, Connecticut, acting by Matt James, its Chief Executive Officer;
- h) ENGIE Services U.S., Inc. (the "Contractor,") with a principal place of business at 500 12th Street, Oakland, California, acting by Scott Johnson, its Vice President of Operations;
- i) Environmental Systems Corporation (the "Contractor,") with a principal place of business at 18 Jansen Court, West Hartford, Connecticut, acting by Michael Mullin, its Vice President of Operations;
- j) Eversource Energy Service Company (the "Contractor,") with a principal place of business at 107 Selden Street, Berlin, Connecticut, acting by June Wooding, its Category Lead;
- k) GreenerU (the "Contractor,") with a principal place of business at 480 Pleasant Street, Watertown, Massachusetts, acting by David Adamian, its Chief Executive Officer;
- l) Greenleaf Energy Solutions, LLC (the "Contractor,") with a principal place of business at 119 Hawley Road, Oxford, Connecticut, acting by George Porto, its Chief Financial Officer;
- m) Honeywell International, Inc. (the "Contractor,") with a principal place of business at 712 Brook Street, Rocky Hill, Connecticut, acting by Kathy Gicobbi, its Proposal Writer;

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- n) Johnson Controls, Inc. (the "Contractor,") with a principal place of business at 27 Inwood Road, Rocky Hill, Connecticut, acting by Ronald H. Jacquith, its Market Director;
- o) Noresco, LLC (the "Contractor,") with a principal place of business at 1 Research Drive, Westborough, Massachusetts, acting by David G. Mannherz, its Executive Vice President & CFO;
- p) Prism Consulting, Inc. (the "Contractor,") with a principal place of business at 69 Alberts Hill Road, Sandy Hook, Connecticut, acting by Wendy Simmons, its President;
- q) Steven Winter Associates, Inc. (the "Contractor,") with a principal place of business at 61 Washington Street, Norwalk, Connecticut, acting by Dianne Griffiths, its President;
- r) Strategic Building Solutions, LLC (the "Contractor,") with a principal place of business at 135 New Road, Madison, Connecticut, acting by Jonathan Winikur, its Executive Managing Director;
- s) Sustainable Engineering Solutions, LLC (the "Contractor,") with a principal place of business at 120 Willow Brook Drive, Berlin, Connecticut, acting by Ernest Lawas, its Principal;
- t) U.S. Energy Systems (the "Contractor,") with a principal place of business at 222 Pitkin Street, East Hartford, Connecticut, acting by Alan M. Wiernasz, its President;
- u) Wendel Energy Services, LLC (the "Contractor,") with a principal place of business at 375 Essjay Road, Williamsville, New York, acting by Joseph DeFazio, its Executive Vice President;

and the State of Connecticut Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Devin Marquez, its Manager of Procurement Programs & Services, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.

- (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
- (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.

- (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date (1 January 2019) through 31 December 2022. DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
  - (b) Payment Terms and Billing:
    - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
    - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING

ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

- (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
- (d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.
- (e) Price Adjustments:  
No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
  - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;



- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of

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Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically

mentioned in the Contract.

- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the

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Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

**14. Purchase Orders.**

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

**15. Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely

contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this

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paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
  - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of

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any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;



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- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal

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Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
  - (a) For purposes of this Section, the following terms are defined as follows:
    - (1) "Commission" means the Commission on Human Rights and Opportunities;
    - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "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;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "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

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

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such

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Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor

may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### 34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if

the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Mark Carroza

If to the Contractor:

NAME:  
ADDRESS Line 1:  
ADDRESS Line 2:  
City, State and Zip:  
Attention:  
Company: Signatory  
Name: Title:



INDIVIDUAL CONTRACTOR  
ADDRESSES ON FILE

37. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.



- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Reserved
  - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
  - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
  - b) more than a controlling interest in the ownership of the Contractor; or
  - c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. Audit and Inspection of Plants, Places of Business and Records.

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no

obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**Contract # 18PSX0104**

Contract Document

RFP-50 Rev. 11/18/16

Prev. Rev. 8/16/16

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Certification as Small Contractor or Minority Business Enterprise.  
This paragraph was intentionally left blank.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Health Insurance Portability and Accountability Act of 1996.  
  
This paragraph was intentionally left blank.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1)A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

Contractor shall provide the purchase of Goods and/or provision of Services that are engineered or designed to minimize energy usage and maximize energy cost savings. Goods and/or Services are available for all types of existing structures where one or a full complement of energy systems are employed. Energy and energy cost-saving measures obtainable from this Contract include the purchase of retrofit devices, device installation and maintenance, building recommissioning services, energy system consulting, auditing, monitoring and reporting.

Facility operations where these Goods and Services can be implemented include but are not limited to:

- HVAC mechanical systems
- Domestic hot water systems
- Energy management, operational and control systems
- Distribution systems
- Cogeneration systems
- Indoor and outdoor lighting systems
- Specialty systems (laundries, kitchens, pools, etc.)
- Water and sewage systems
- Building envelope systems

#### **2. DESCRIPTION OF RETROFIT GOODS AND SERVICES**

Contractor shall provide any or all of the following Services defined below. These Services will be tailored to meet the needs of the Client Agency and Contractor shall quote the cost of Services individually on a "per project" basis.

##### Conventional Energy System Retrofit

Any device or physical component designed to affect and upgrade an isolated energy system within a facility for the purpose of reducing energy usage.

##### Deep Energy Retrofits

Goods and/or Services designed to affect and upgrade multiple or all energy systems within a facility for the purpose of reducing energy usage.

##### Recommissioning and Retro-commissioning of Existing Buildings

A systematic process for investigating, analyzing, and optimizing the performance of building systems through the identification and implementation of low or no-cost facility improvement measures. Recommissioning takes place in facilities that have previously undergone such a process. Retro-commissioning takes place in existing buildings that have not previously undergone this process.

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### Energy System Consulting

Energy consulting shall include but not be limited to working with Client Agencies to assist in maximizing energy use by recommending or formulating energy efficiency methods. Contractor consultants shall also possess the expertise to help Client Agency increase their use of green energy, or attain accreditations for offsetting their energy use.

#### Auditing, Monitoring, Verification and Reporting Services

Energy audits must identify energy consumed by a facility and locate energy conservation measures or projects. Audits must progress to monitoring and verification for information on real-time energy consumption. Audits must conclude with a summarized and concise written report that includes:

- Actual energy and costs savings results
- Trends or certain fluctuations in energy usage
- Recommendations for greater conservation and savings

### **3. PROJECT FINANCING**

Project financing must be arranged in the available manner that is best suited to the needs and cost advantage of the Client Agency. Terms and conditions on project financing must be stated in the Client Agency's purchase order for each individual project. To the extent allowable under applicable law and regulation, financing mechanisms and options made available by the Contractor or pre-arranged by the Client Agency may include:

- Internal financing
- Debt financing
- Lease/purchase agreements
- Energy service agreements
- Energy service company (ESCO) financing under energy savings performance contracts
- State and federal government loan or incentive programs
- Property assessed clean energy (PACE) programs
- "On-bill" utility financing

### **4. ADDITIONAL TERMS AND CONDITIONS:**

#### **(a) Contract Separately/Additional Savings Opportunities**

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.



## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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**(b) Mandatory Extension to State Entities**

Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

**(c) Energy Star Provision (per CGS 4a-67c)**

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

**(d) Subcontractors**

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of services described in the specifications.

**(e) Prevailing Wages**

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a): The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**(f) Standard Wages**

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages: <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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**(g) Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

**(h) Department of Correction Requirements for Contractors who Perform at a Correctional Facility**

**(1) Facility Admittance**

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
  - 1. Name
  - 2. Date of Birth
  - 3. Social Security Number
  - 4. Driver's License Number
  - 5. Physical Characteristics (such as age, height, weight, etc.)

**(2) Official Working Rules**

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

#### (3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

##### (A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

##### (B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

##### (C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

##### (D) Contraband

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Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

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3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.
- (i) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**
- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
  - (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check,

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training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.

- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
  - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
  - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
  - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
  - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
  - (E) not resign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
  - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

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(6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT  
 AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, \_\_\_\_\_, the undersigned, with regard to \_\_\_\_\_ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between \_\_\_\_\_ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials
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Company Mailing Address	Print Full Name
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City, State, Zip	Title
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Phone Number(s)	Fax No.	E-Mail Address
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- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.



CONTRACT NAME:	<b>ENERGY EFFICIENCY RETROFITS AND COST SAVINGS PROGRAMS FOR EXISTING BUILDINGS</b>	CONTRACT NO: 18PSX0104
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**A. How to Use This Contract**

The contractors who are individual parties to this Contract (each contractor has a separate contract with the State) provide a variety of Goods and Services that potentially result in reduced energy use and enhanced energy cost savings. Some of the contractors offer a full range of energy retrofitting and efficiency services while others provide a specific physical component or specialize in a certain element of energy efficiency projects (i.e., consulting or auditing). A detailed summary of each of the contractors and their products is listed below.

The diversity in energy efficiency services and the broad range of available financing options renders each project unique and therefore pricing is quantifiable only on a site-by-site or per project basis. To acquire the Goods and Services offered under this Contract, Client Agencies must select one or more contractors and solicit proposals for the desired work from each. Contractor selection for the work is the exclusive responsibility of the Client Agency.

**B. Contractor Pricing**

**INDIVIDUAL VENDOR PROPOSALS WITH PRICING ARE PROVIDED WITH THIS CONTRACT ON THE DAS CONTRACT PORTAL.**

Any work Contractor is selected for must be fully described in a purchase order issued under this Contract. No work may proceed until a properly executed purchase order is issued and accepted. All purchase orders must include detailed pricing information and delivery of Goods or Services schedules and other related information. The pricing and delivery information in any such purchase order is incorporated into this Contract.

**C. List of Contractors and Services Offered**

**AMERICAN DEVELOPMENT INSTITUTE, LLC**

ADI is dedicated to delivering comprehensive facility solutions that support the resiliency, future-proofing, energy saving, operating efficiency and sustainability goals of our clients. While doing so, we also create healthy, comfortable indoor environments that promote productivity, increased output, and improved experiences. We are a full-service facility planning, design, and management company, dedicated to creating healthy, efficient work environments and multi-unit living spaces. Our expertise ranges from initial auditing, design, engineering, retro-commissioning, installation, commissioning, training and measurement and verification for all technologies from lighting systems and automated controls to central energy plant and everything in between. Our staff extended staff of 600 includes professional engineers, certified energy managers, LEED AP, certified measurement and verification professionals and certified solar professionals. Our team has identified and installed over \$5 billion in energy improvements for all types of facilities including schools, universities, municipalities, government agencies, corrections, hospitals, offices, transportation and others. We are knowledgeable in the following technologies, but we are vendor neutral and design to meet the customer needs and goals. Boiler Plants, Chiller Plants, Energy Management Systems, HVAC Mechanical Systems, Domestic Hot Water Systems, Building Automation Systems, Distribution Systems, Cogeneration, Indoor and Outdoor Lighting and Lighting Controls, Water and Sewage Systems, Building Envelope and Weatherization, and Specialty Systems such as Pools Kitchens, Laboratories, Process Systems and Laundries.

**AUTOMATED BUILDING SYSTEMS, INC.**

ABS is an energy solutions company with a focus in designing and installing energy efficiency projects for over 32 years. Founded in 1986 ABS specializes in building management system installations utilizing the Alerton product controls to automate and our factory trained technicians to automate and reduce a buildings energy usage. Over the years ABS has evolved into a turnkey provider of full scale energy projects. Our services include mechanical equipment sizing and replacement, lighting upgrade and retrofits, lighting control systems, building automation systems, and energy ashboards/monitoring. Our dedicated staff works with our customers to provide the best possible solutions to meet the overall goal of saving energy through energy audits, feasibility studies, and before and after analysis. Our in-house installation and service professionals include engineers, programmers, project managers, as well as CEM and LEED certified staff. The quality of knowledge, experience and commitment allows ABS to provide a service and solution to our customers that remains unmatched in the industry.

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**CDM SMITH, INC.**

CDM Smith is a registered Energy Star Service and Product Provider and is able to help our clients meet energy star requirements. CDM Smith's key strengths in energy design, implementation, and management include the following core areas of expertise: Extensive Energy Audit Know-How; Energy Master planning; Energy Efficiency Experience; Retro-commissioning Services of Building Systems; Commissioning; Proficiency in Energy Analysis Models; Implementation Assistance Services; Central Chiller Plants, Boiler Plants and other HVAC Retrofits Projects; Building Code Knowledge and Compliance; USGBC LEED/Green Building Design Expertise; Alternative Energy; solar power, geothermal; Combined Heat and Power (CHP); Water Conservation; Wastewater Technologies and District Energy and Central Utility Plants. CDM Smith's technical experts include Certified Energy Managers (CEMs), Certified Energy Auditors (CEAs), Certified Energy Plant Engineers, Green Building Engineers (GBEs), and Commissioning Authorities, all available to help our clients achieve their maximum energy potential. CDM Smith is also engaged in assisting many of our clients with the Energy Efficiency and Conservation Block Grant (EECBG) application and strategy development process, as well as community energy master planning and developing innovative energy efficiency programs.

**CELTIC ENERGY, INC.**

Celtic Energy is a CT energy consultancy that performs many kinds of advisory services for municipalities, public agencies, colleges and universities. We specialize in providing INDEPENDENT representation and quality assurance Services for energy project owners to protect their interests, ensure their project costs are reasonable, and that expected savings are realized. Specific services include:

- Owner's Representation on Energy Savings Performance Contracts (ESPC) or other major energy projects
- Energy-Conscious Design Reviews to reduce capital costs and operating costs for new/remodeled facilities
- Energy Audits (ASHRAE Level 1 and 2) for all kinds of facilities to identify energy cost savings
- Review of Power Purchase Agreements to prevent overcharges and protect buyer's interests
- Measurement and Verification (M&V) services to ensure promised energy savings are realized
- Energy Monitoring to benchmark facilities' energy usage and create energy baselines
- Energy Modeling to determine expected usages or independently verify models developed by other service
- RFP development and scoring of contractors
- Energy Training on a variety of subjects including Building Energy Operations, LEDs, M&V, LEED Basics, etc.
- Street lighting analysis and project Quality Assurance

**EARTHLIGHT TECHNOLOGIES**

Earthlight Technologies, LLC is a comprehensive, full-service energy efficiency contractor. Our mission is to provide innovative, tailored solutions to help our clients control their energy costs. We develop and install comprehensive projects designed to meet our clients financial, environmental and sustainability goals cost-effectively. Our key differentials are in our use of technology to advance the state-of-the-art solution, particularly with respect to advance lighting control strategies to cost-effectively unlock further efficiencies while improving worker satisfaction. Whether through Eversource or UI SBEA, EO, C-PACE, or any other incentive program, Earthlight has the experience and expertise to maximize the incentive benefits for the client. Finally, because we self-perform almost all our projects, we stand behind our workmanship for 2 years.

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**ECOSYSTEM ENERGY SERVICES USA, INC.**

ECOSYSTEM ENERGY SERVICES is an award-winning engineering firm focused on the design and delivery of high-performing energy projects. We collaborate with colleges and universities, K-12 school districts, hospitals, municipalities, and commercial, residential, and industrial buildings to develop creative solutions that maximize efficiency and improve the bottom line. Over more than 25 years, we have achieved on average 35% energy reductions as well as 105% of savings targets on active projects. Collaboration: To achieve significant energy efficiency outcomes, we believe in the value of creating partnerships with all stakeholders, from the mechanical room to the boardroom and beyond. Multidisciplinary teams: Our singular focus on turnkey design, implementation, and optimization of highly efficient buildings has allowed us to build in-house teams specialized for each phase of a project. Agile execution: Our teams can design and execute complex projects on a compressed timeline since design engineers and construction managers work together for the life of the project. Vendor neutrality: We don't sell products of our own. This allows for complete flexibility in equipment selection and the freedom to approach each project with an objectivity that puts your interests first. The Ecosystem Guarantee: Removing the risk that typically accompanies energy projects, we guarantee the measurable outcomes that matter most, from savings, costs, and incentives, to schedule and occupant comfort.

**ENERGY RESOURCES USA, LLC**

Energy Resources is a full-service Energy Services Company. We provide energy conservation services in the form of turnkey energy efficient facility upgrades for state, municipal, educational, commercial, industrial, retail and non-profit customers. Energy Resources offers multiple comprehensive measures for electric and natural gas energy efficiency with in-house capability in new LED lighting fixtures, lighting retrofits, lighting controls, refrigeration system optimization, mechanical equipment controls, building management systems, HVAC equipment replacements, steam system efficiency upgrades, custom insulation, building re/retro-commissioning and renewables (solar). We partner with utility companies, federal and state agencies, and various lenders to offset project costs and deliver financing for turnkey, practical energy conservation measures. Energy Resources is an authorized contractor for Eversource, United Illuminating, and many other utility programs; we have the knowledge and experience to maximize incentives for energy efficiency projects which may total up to 50 percent or more of project costs. As a turnkey service provider we manage all aspects of the process from initial energy audit through project completion, warranty, and utility interaction. We are a multi-regional company with facilities in located multiple states and corporate offices in Thomaston, CT.

**ENGIE SERVICES, U.S., INC.**

ENGIE Services U.S. is a national energy infrastructure and building services company that helps education, government, commercial and industrial customers become more efficient, productive and sustainable. Customers benefit from our wide spectrum of highly customizable building system maintenance and facility management services, technical projects and integrated programs. Over the past 40 years, thousands of our customers have captured more than \$2.7 billion in savings, while also improving the performance of their facilities in terms of reliability, safety, comfort and resource use. Our services include energy management & controls, services, electrical systems, heating and cooling systems, renewables & energy storage, program and contracting structures. With the full backing of our parent company, ENGIE SA, we are driving the energy transition to a low-carbon economy. Our ambition is to build a society that demands less energy and is less dependent on fossil fuels. Whether it is clean power, facilities maintenance, or modernization projects, ENGIE, and our network of affiliate companies have the ability to finance, design, build, operate, maintain and manage your building systems and energy infrastructure projects. With the capabilities of ENGIE MEP Northeast, a local contractor we can utilize through a subcontract agreement, we can offer long-term services and maintenance contracts to ensure project performance for the duration of the entire contract.

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**ENVIRONMENTAL SYSTEMS CORPORATION**

ESC is a design/build energy solutions provider. We offer a full turn-key solution by managing all phases of an energy project. We perform the auditing, design, engineering, coordination of utility incentives and manage the implementation of energy conservation measures. Energy conservation measures that ESC can implement include: HVAC Mechanical Systems, Domestic HW Systems, Energy Management Systems, Building Automation Systems, Indoor and outdoor Lighting & Lighting Controls, Kitchen Hoods, Laundry Systems, Pools, Water and Sewage Systems, Building Envelope, Steam Systems, Central Plant Optimization, EMS System Analytics / Monitoring, Air Compressor Systems. ESC will self-perform the implementation of many of the conservation measures and sub-contract those that would be better performed by others. ESC can work on all brands and types of automation systems, mechanical systems, lighting and other energy regulating or consuming systems. We focus on electric, natural gas, propane, oil and water conservation measures. We believe that ESC's comprehensive, turn-key process for energy conservation produces higher quality results, faster and at a lower cost, yielding the maximum payback for the customer.

**EVERSOURCE ENERGY SERVICE COMPANY**

Eversource Energy is an energy and energy services company based in Berlin, Connecticut. Eversource provides energy efficiency retrofits and energy cost-saving services for existing buildings. These contracted services are separate from the energy efficiency programs that Eversource administers in Connecticut, which customers are still eligible to participate and benefit from. Eversource services includes the following:

- 1) Energy Audit and System Monitoring and Reporting Services: and
- 2) Retrofit Supply, Installation and Building Re-Commission.

These above-referenced services include equipment and systems procurement, installation, and training. Cost Savings Services in existing buildings include the following facility operations: HVAC mechanical systems; domestic hot water systems; energy management, operational and control systems; distribution systems; Co-generation systems; indoor and outdoor lighting systems; specialty systems (e.g., laundries, kitchens, pools, etc.); sewage systems; and building envelope systems. Please contact Andy Brydges at Eversource Energy for hourly consulting rates, project management service fees, and fixed fee energy service proposals. Mr. Brydges can be reached at 860-665-2733.

**GREENERU**

GreenerU, Inc. works with educational institutions to find solutions to energy-efficiency and sustainability challenges on your campus. Through engineered solutions and behavior change management, we help schools find a balance between efficiency, comfort, and cost. GreenerU is a turnkey energy-efficiency and sustainability consulting firm that performs a full range of services, from formulation and design to project management and implementation:

- ASHRAE-grade technical assistance studies and scoping audits
- LED lighting, controls, and building system automation
- Energy-efficient heating and cooling systems
- Retro-commissioning
- Ongoing optimization (i.e., continuous commissioning)
- Laboratory ventilation and lab safety optimization

Since 2009, GreenerU has helped more than 40 clients achieve energy cost savings while maintaining occupant comfort, reducing greenhouse gas emissions, and working seamlessly with diverse stakeholders around complex schedules.

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**GREENLEAF ENERGY SOLUTIONS, LLC**

We provide our customers with a turnkey solution to convert their existing lighting to LED lighting by coordinating with utility programs, manufacturers, distributors, and financial institutions. The result is savings in energy usage and maintenance avoidance for our customers, accompanied with a better quality of light. Our process includes an audit of the facility, submitting to the utility company to acquire rebates, working with financial institutions to provide financing, procuring material, subcontracting out an electrical contractor to install the project, having a Project Manager on site to manage the installation, recycling of lamps that are removed, and closing out the installation with the customer. Greenleaf has installed over 500 projects for municipalities and commercial businesses in the state of Connecticut since 2012.

**HONEYWELL INTERNATIONAL, INC.**

Honeywell Building Solutions (HBS) is part of Honeywell Building Technologies, a \$9 billion strategic business group of Honeywell. HBS installs, integrates and maintains systems that keep government, education, commercial and industrial facilities safe, secure, comfortable, productive and efficient. HBS is also a global leader in energy services, working with organizations and power providers to conserve energy, optimize building operations and leverage renewable energy sources. Our expertise is found in a wide range of services from maintaining building automation technology to building advanced micro-grids that provide onsite generation and energy security to delivering comprehensive programs to help utilities and the electrical grid operate smarter. Services include Energy Modeling & Analysis, Project Design, Building/Energy Management Systems, Electrical, Energy Efficiency (General), HVAC, Lighting, Controls, Project Integration & Management, Installation & Commissioning, Measurement & Verification.

**JOHNSON CONTROLS, INC.**

Johnson Controls provides energy auditing, engineering design, construction, commissioning, project management, measurement and verification, operations and maintenance, training, financing and professional grant services. Johnson Controls provides installation of technologies in the following categories: water management systems to include all domestic hot water systems; HVAC mechanical systems; energy management systems; operational and control systems; distribution systems; cogeneration systems; indoor and outdoor lighting systems; specialty systems to include laundry, kitchen, pools, etc; water and sewage systems; and building envelope systems. Please see the table in Section 2 of our 8-page Proposal and Price Schedule for a complete list of energy conservation measures that Johnson Controls has experience with to coincide with the main categories listed above.

**NORESCO, LLC**

NORESCO specializes in providing whole-building, multi-technology energy solutions delivering significant building infrastructure upgrades with savings performance assurance. Additionally, we offer single-technology, less comprehensive solutions for customers interested in specific improvements. Technology expertise include efficiency improvements to heating, ventilating, and air conditioning systems; building automation systems; interior and exterior lighting systems; building envelope; chilled water, hot water, and steam distribution system; electric motors and drives; distributed generation; renewable energy; central utility plants; and water and sewer conservation systems. Services offered by NORESCO include expert modeling and analysis of baseline energy usage and savings; project development and economic analysis; sustainability master-planning; LEED® certification consulting; engineering surveys and investment grade audits; utility incentives, grant funding, and creative financial solutions; lighting auditing and design; design engineering and specification; procurement of materials and trade labor; onsite construction management; commissioning and retro-commissioning; staff training; operations and maintenance services; and monitoring and verification with a performance guarantee.

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**PRISM CONSULTING, INC.**

Prism Energy Services is a woman-owned energy services company providing comprehensive energy efficiency Services to customers in New England for over 20 years. We have completed hundreds of energy-saving projects for clients in government, institutions, non-profits, and the private sector.

Prism's services include: energy auditing; design engineering; financial analysis & utility incentive commitment; construction and project management; commissioning; measurement & verification; project finance; sustainability studies; and operations & maintenance support. Prism specializes in comprehensive energy efficiency projects, in which two or more measures are implemented simultaneously. This results in deeper, longer-lasting savings and maximum ROI.

We have extensive experience with a broad array of energy conservation measures including:

- \* lighting and lighting control systems
- \* high-efficiency HVAC measures, including heat pumps, VRF systems, variable air volume (VAV) systems
- \* advanced energy management systems (EMS) and building controls
- \* high-efficiency motors, variable speed drives, and industrial process efficiency
- \* building envelope, specialty systems, and water conservation.

Lease financing, property assessed clean energy (PACE), and energy services agreement (ESA) financing are available, in addition to capital purchase options. We'd be delighted to be of service to you.

**STEVEN WINTER ASSOCIATES, INC.**

SWA is engaged in providing research, consulting, training, outreach and other services related to building and community energy efficiency, building science, comfort and health, and accessibility – advancing new technologies and building management strategies in the marketplace. Through detailed modeling, analysis, research, demonstration, and monitoring, SWA has evaluated dozens of technologies, building operating and construction strategies under Real-world conditions. SWA participates in the installation oversight, start-up, commissioning, training, hand-off, Documentation, and ongoing performance of these systems. The key concepts in SWA's approach for buildings revolve around the notion of whole building baselines and integration carried forward by our strong building science background. Facility types assessed include commercial, institutional, retail, municipal, educational, residential, and Recreational.

Services offered:

Energy Audits: Identify inefficiencies and potential upgrades to improve building performance and reduce costs.

Retro-Commissioning: Identify deficiencies; review protocols; calibrate sensors & controls; train in O&M procedures.

Monitoring & Verification: Whole-building to equipment; IPMVP/industry procedures; cloud analytic platforms.

Building Systems: Provide turnkey services translating recommendations into energy and comfort improvements.

Building Enclosure Systems: Identify deficiencies through forensics and testing to improve envelope performance.

Distributed Energy Resources: Provide feasibility/design/commissioning for solar, CHP, energy storage, microgrids.

O&M Training: Increase in-house troubleshooting capabilities, productivity, skills at all levels; standardize protocols.

**STRATEGIC BUILDING SOLUTIONS, LLC**

Connecticut and the Northeast to deliver cost effective projects under numerous energy efficiency programs. This experience has created a deep understanding of program procedures, guidelines, goals and requirements. These energy efficiency programs have been offered and managed by large and small utility companies and third party program administrators. Strategic Building Solutions, LLC's Commissioning and Energy Services team has expertise and experience in a variety of program types including traditional energy audits (ASHRAE Levels 1, 2 & 3), retro-commissioning, energy savings performance contracts, building tune-ups, "Pay for Performance", energy retrofits utilizing prescriptive and performance based incentives and CPACE. Strategic Building Solutions, LLC is a Connecticut based firm founded in 1996 providing owner's representation for Energy related projects, energy auditing, retro-commissioning, building optimization and tune-up, ongoing Commissioning, building data analytics (cloud based and local server based) and measurement and verification Services. Strategic Building Solutions, LLC is a Building Commissioning Association Certified Commissioning Firm.

CONTRACT NAME:	ENERGY EFFICIENCY RETROFITS FOR EXISTING BUILDINGS	RFP NO: 18PSX0104
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**SUSTAINABLE ENGINEERING SOLUTIONS, LLC**

Sustainable Engineering Solutions (SES) is a leading consultant providing recommissioning, retro-commissioning, energy auditing services, measurement & verification services and facility manager training. Our Re-commissioning process consists of commissioning a facility again that has been previously commissioned but because of "building drift" experienced performance degradation and increased energy costs. Our process includes testing of building systems based on the original design parameters to identify and correct issues to reestablish the original level of performance for the degraded systems. Our Retro-commissioning (RCx) process includes the investigation of a facility that has never undergone commissioning to identify and implement energy conservation measures (ECMs) based on current facility requirements. SES will develop the ECMs into biddable documents and assist in procuring contractors to implement ECMs and verify implementation. We employ our energy optimization skills to improve control strategies, equipment scheduling and system performance. SES staff hold Certified Energy Auditor and Certified Energy Manager credentials along with practical design experience. As experienced RCx providers we have extensive knowledge of building and system energy modeling and reconcile such simulations with real-world operations. We understand the long-term value of the owner's staff being able to successfully operate and maintain a building into the future. We put great effort into making sure that the O&M staff is provided the proper training. SES will provide training of facility managers on the key aspects of operating energy efficient retrofit equipment including necessary persistence strategies for continued long term efficient operation. SES can also provide video recording of training.

**U.S. ENERGY SYSTEMS**

U.S. Energy Systems, LL is a Fireye, Inc. (a UTC co) distributor of the NXM2G intelligent hot water boiler controller to eliminate inherent wasteful and unnecessary standby and short cycle firing cycles "losses" in daily operations. The NXM2G is compatible with 95% of all BMS systems. The NXM2G is a unique patented controller with the ability to learn and memorize the temperature settings to differentiate between a "real heat call" as compared to the wasteful and unnecessary "non-heat cycling" with standby or short cycle firing cycles. This avoids wasting energy. The NXM2G is an ideal "one size fits all" for hot water (hydronic) boilers over 300M BTUs. The NXM2G control is an energy efficiency solution to the routine problem of wasteful boiler losses that cost energy dollars, increase emissions, and shorten the life cycle of most hydronic boilers. The Fireye NXM2G EE Boiler Program is an immediate solution to achieving sustainable and myriad economic and environmental benefits through documented NXM2G m- M&V boiler energy savings.

New State of CT pricing offers the NXM2G single unit purchase price at \$6,595. The typical NXM2G Controller energy savings (of 10-25%) will deliver short-term paybacks before any utility rebates or incentives. No upfront capital budget is required to validate the "guaranteed" measured and verified energy savings with the DOE-developed IPMVP methodology – today's M&V gold standard energy tracking and validation. NXM2G Boiler Controller – "Less energy, same heat!"

**WENDEL ENERGY SERVICES, LLC**

**General:** A turn-key provider of energy-related capital improvements for municipal and public sector facilities.

**Primary Services:** Energy Audits; Design Services; Construction Management; Measurement & Verification.

**Delivery Methods:** Energy Saving Performance Contracting; Design-Build; Design-Bid-Build.

**LED Lighting Design & Replacement:** Interior/Exterior; Parking Garage; Roadway & Traffic Signaling; Crosswalk Signage.

**Lighting Controls:** Occupancy/Vacancy; Daylight Harvesting; Stairwell and Parking Bi-Level Occupancy Controls.

**HVAC Equipment Replacement:** Rooftop Units; AHUs; PTACs; Unit Ventilators; Boilers; Chillers; Motors; Pumps; VFDs.

**HVAC System Optimization:** Boiler/Chiller Plant; VAVs; BMS Upgrades; Energy Recovery; Ductwork/Piping Insulation.

**Pumping:** Hot Water/Chilled Water Pumping Optimization.

**Building Envelope:** Insulation; Window Film; Weather Stripping & Door Sweeps; Roofs; Penetrations; Masonry repairs.

**Energy Management Systems:** DDC systems; hybrid systems; optimization of control sequences; retro-commissioning.

**Renewable Generation:** Wind; Photovoltaic; Solar Thermal; Ground Source Heat Pumps; Combined Heat & Power.

**Indoor Air Quality:** CO2 monitoring; OA controls; make-up/exhaust fans; supply air reset; enthalpy control.

**Specialty Systems:** Water/Wastewater Treatment facility upgrades; Lab & Kitchen Fume Hoods; Water Meters.

**Building Systems:** Building Re-commissioning; Distribution System Modifications; Holistic Building Investigations.

**Miscellaneous:** Sub-Metering; Smart Interactive Metering; Energy Smart Building Design; Energy Use Dashboards.



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil Penalties** – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties** – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."





## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Contract # **18PSX0104**

R - New 10/2/15

## **EXHIBIT D**

### **STANDARD WAGE RATES**

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Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

SCHEDULE 1

Project: Energy Retrofits And Cost Saving Services For Existing Buildings

**Standard Wage Rates Determination  
for Certain Service Workers**

S 25011

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

Project Number: 18PSX0104 Town: Statewide  
Project: Energy Retrofits And Cost Saving Services For Existing Buildings

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$11.29	3.38
Baker	\$14.94	4.49
Bartender	\$10.10	3.03
Boiler Tender	\$29.27	8.78
Carpenter, Maintenance	\$26.52	7.95
Cashier	\$10.95	3.28
Cleaner, Heavy** Hired after July 1, 2009	\$15.95	6.79 + a
Cleaner, Light** Hired after July 1, 2009	\$15.65	6.79 + a
Cleaner, Vehicles	\$13.18	3.95
Cook I	\$17.31	5.19

*As of:* Tuesday, July 10, 2018

Project: Energy Retrofits And Cost Saving Services For Existing Buildings

Cook II	\$18.73	5.61
Counter Attendant	\$11.29	3.38
Dry Cleaner	\$13.14	3.95
Electrician, Maintenance	\$26.58	7.97
Elevator Operator	\$15.75	4.72
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$11.56	3.46
Furniture Handler ~ Hired prior to July 1, 2009	\$16.51	6.79 + a
Furniture Handler**Hired after July 1, 2009	\$16.05	6.79 + a
Gardner	\$17.12	5.14
General Maintenance Worker	\$20.26	6.08
Guard I	\$14.79	4.44
Guard II	\$20.05	6.02
HVAC	\$28.78	8.63
Janitor* ~ Hired prior to July 1, 2009	\$15.75	4.72

Project: Energy Retrofits And Cost Saving Services For Existing Buildings

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$28.38	8.51
Maid or Houseman	\$12.68	3.80
Meat Cutter	\$20.84	6.25
Painter, Maintenance	\$23.07	6.93
Parking Lot Attendant	\$11.28	3.38
Pest Controller	\$18.70	5.61
Pipefitter, Maintenance	\$30.87	9.26
Plumber, Maintenance	\$29.77	8.93
Presser, Hand	\$11.29	3.38
Presser, Machine, Drycleaning	\$11.29	3.38
Presser, Machine, Shirts	\$11.29	3.38

Project: Energy Retrofits And Cost Saving Services For Existing Buildings

Presser, Machine, Wearing Apparel, Laundry	\$11.29	3.38
Refuse Collector	\$19.41	5.82
Sheet Metal Worker, Maintenance	\$28.97	8.69
Stationary Engineer	\$29.27	8.78
Tractor Operator	\$16.33	4.90
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$23.11	6.93
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Vending Machine Attendant	\$19.20	5.76
Ventilation Equipment Tender	\$23.99	7.19
Waiter/Waitress	\$11.54	3.47
Washer, Machine	\$11.86	3.55
Window Cleaner ~ Hired prior to July 1, 2009	\$12.26	5.17
Window Cleaner** Hired after July 1, 2009	\$19.98	6.79 + a

\* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

\*\* Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

**~FOOTNOTES~**

Health and Welfare \$5.97 per hour on January 1, 2016.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

**Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.**

CERTIFICATE OF LIABILITY INSURANCE

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

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


PRODUCER <b>USI Insurance Services LLC</b> 530 Preston Avenue Meriden, CT 06450 855 874-0123	CONTACT NAME: <b>Josephine Palumbo</b>
	PHONE (A/C, No, Ext): <b>855 874-0123</b>
	FAX (A/C, No): <b>203 634-5701</b>
	E-MAIL ADDRESS: <b>usictcertificates@usi.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>Phoenix Insurance Company</b>
	INSURER B : <b>Standard Fire Insurance Company</b>
	INSURER C : <b>St. Paul Surplus Lines Insurance Co.</b>
	INSURER D : <b>Travelers Indemnity Company</b>
	INSURER E :
	INSURER F :

INSURED: **Environmental Systems Corporation**  
 18 Jansen Court  
 West Hartford, CT 06110

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 ded Phy Damg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	DTCO3S597215PHX22	08/01/2022	08/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8103S59649A2226G	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP3S6393152226	08/01/2022	08/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3S6375062226G	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Claims Made			ZCE41N51391	08/01/2022	08/01/2023	\$5,000,000/\$25,000 ded
C	Pollution LB -Occ			ZCE41N51391	08/01/2022	08/01/2023	\$1,000,000/\$10,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: East Hartford Public Safety Complex**  
 Town of East Hartford, its Officials, Employees, Volunteers, Boards, and Commissions are included as Additional Insureds under the General Liability policy and Auto policy when required in a written agreement in accordance with policy terms, conditions, and exclusions regarding services provided by the Named Insured. As an Additional Insured on the General Liability policy, the Additional Insured is also an Insured on the Umbrella/Excess policy when required by written agreement in accordance with policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Town of East Hartford 740 Main Street East Hartford, CT 06108	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

#### **Designated Project**

#### **General Aggregate(s):**

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:



1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B;** and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others**

**To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 30

### **PERSON OR**

**ORGANIZATION:** ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

### **ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### **PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE –  
CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**PROVISIONS**

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLLUTION LIABILITY – BROADENED COVERAGE  
FOR COVERED AUTOS – BUSINESS AUTO AND  
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage is changed as follows:**

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. **Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.**

DATE OF ISSUE:

ST ASSIGN:

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## UMBRELLA

2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;  
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:



- a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
    - (d) Arising out of his or her providing or failing to provide professional health care services.
- Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- (2) "Property damage" to property:
    - (a) Owned, occupied or used by; or
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
      - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That

- b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
  - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
  4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

**J. INSPECTIONS AND SURVEYS**

1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

**K. LEGAL ACTION AGAINST US**

1. No person or organization has a right under this insurance:
  - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
    - a. Are not payable under the terms of this insurance; or
    - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**L. MAINTENANCE OF UNDERLYING INSURANCE**

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

**M. OTHER INSURANCE**

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

#### N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

#### O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

#### P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
  - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

#### Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

#### R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

#### S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

**U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

**SECTION VI – DEFINITIONS**

- A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

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# PROPOSAL

## Town of East Hartford

East Hartford Safety Complex – Scope of Services Being Proposed by ESC

**PRESENTED TO:**

Justin Stanziale  
Facilities Manager  
Town of East Hartford  
31 School Street  
East Hartford, CT 06108

**PREPARED BY:**

Jack Cunningham  
Director of Sales,  
Energy Efficiency Division  
(860)-953-8800  
(860) 333-3021 (cell)  
j.cunningham@escontrols.com

**DATE:**

November 28,  
2022



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BUILDING  
AUTOMATION



SECURITY



LIFE SAFETY



ENERGY  
SOLUTIONS



AUDIO VISUAL



MECHANICAL  
SERVICES



# Town of East Hartford

Energy Efficiency Proposal for Town of East Hartford at 31 School Street East Hartford, CT 06108

## *Executive Summary*

The evaluation of Town of East Hartford has resulted in the following proposal of actions you can rely on to cut expenses from your operating budget. ESC has identified energy conservation measures (ECMs) of interest to you for their potential to save energy. Our proposal includes engineering, furnishing, installing, and commissioning the systems as described in this scope of work for a turnkey energy efficiency solution. We respectfully submit this plan for your review.

## *Facility Highlights*

Town of East Hartford is an approximately 58,778 square foot building in East Hartford, CT. The building is used as the Town of East Hartford's safety building. The hours vary throughout the building.

## *Action Plan*

The proposed energy efficiency actions include:

- **High efficiency LED lighting.**



# Financial Summary

East Hartford Safety Complex: Energy Measure Summary									
31 School Street, East Hartford, CT, 06108									
No.	Measure Name	Electrical Usage Savings (kWh/yr)	Electrical Demand Savings (KW/yr)	Electrical Cost Savings (\$/yr)	Measure Cost (\$)	Estimated Base Incentive (\$)	Estimated Net Cost (\$)	Estimated Simple Payback (yr)	Lifetime Total Cost Savings (\$)
ECM-1	Lighting with Controls	219,926	34.43	\$39,587	\$318,029	\$169,619	\$148,410	3.7	\$395,867
<b>TOTAL, PROJECT</b>		<b>219,926</b>	<b>34.43</b>	<b>\$39,587</b>	<b>\$318,029</b>	<b>\$169,619</b>	<b>\$148,410</b>	<b>3.7</b>	<b>\$395,867</b>

## Financial Metric

Investment to Implement All.....	\$318,029
Possible Utility Contribution .....	-\$169,619
Cost to you After Utility Incentives .....	\$148,410
Percent Utility Cost Share .....	53%
Total First Year Utility Cost Avoided .....	\$39,587
Total Lifetime Avoided Utility Costs.....	\$395,867
PV of Lifetime Avoided Utility Costs.....	\$291,834

*Note: All values shown adjusted to 2022 dollars. Metrics do not include financing or payment schedule. Incentives are estimates only until formal incentive program offer is received. This project may be eligible for a tax credit under 179D of up to \$1.80/sq foot*





## Cost of Waiting

Over a 10 Year period, your business will have paid \$433,467 to Eversource Utility Company. Your investment today has the possibility to save you hundreds and even thousands of dollars. Over that same 10 Year period your business could have saved \$285,057. With the project costing \$318,029, Eversource Utility Company will give you an incentive of \$169,619, which is 53 percent of the projects cost. Meaning your one-time net investment is \$148,410.





<b>East Hartford Safety Complex</b>
<b>Sample Loan/Cash Flow over Payment Plan; 48 Month, 0%</b>

Project Summary	Totals
Total Project Cost	\$318,029
Utility Incentive	\$169,619
Net Cost (Customer Cost)	<b>\$148,410</b>
Simple Payback (Before Financing)	<b>3.7 Years</b>

Financing Option	Totals
Amount Financed at .00%	\$148,410
Monthly Payment Amount	\$3,091.88
Estimated Cost Savings per Month	\$3,298.89
Monthly Cash Flow	\$207.01
Term of Payments at 0%	48 Months
Simple Payback (w/Financing)	<b>3.7 Years</b>

Energy Savings	Totals
Estimated Annual Cost Savings (\$)	<b>\$39,587</b>
Annual Electric Savings, kWh	<b>219,926 kWh</b>
Demand Reduction, kW	<b>34.43</b>
Annual Maintenance Savings	<b>\$10,081</b>

*\*\*\*The numbers represented in this model are estimates and not based on the customer's actual credit*



## Action 1: High Efficiency Lighting Package

Lighting is essential in any facility, whether it be an office, school, or manufacturing site. Outdated lighting can reduce productivity, safety, and uses more energy than technologies available today. With new LED technology, your facility's lighting can be improved and more energy efficient. Additionally, because of the long lifespan of LED technology, you will not have to spend so much on maintenance for failed fluorescent lamps. There is a vast number of different temperatures (color and brightness levels) and fixtures available to suit your needs, whatever they may be. Furthermore, since lighting is such a significant operating expense, LED lighting upgrades can improve the economics of your building all while enhancing the visual comfort of those inside.

Giving your Lighting System a new look with new fixtures or retrofitting your existing fixtures with LED technology can save money and make sense. New LED lighting is dependable, look great, runs on less energy, and deters maintenance cost associated with changing failed fluorescent lamps.

A lighting professional will work with your personal to achieve optimal lighting design for your environments. The lighting package includes the upgrade of 1,186 existing fixtures to new long-lasting efficient LED fixtures and updated long lasting LED retrofit solutions to produce bright, high-quality light using minimal energy. Proposed LED solutions are DLC, or Energy Star rated. Details of the fixtures to be replaced or retrofitted are listed below. Includes disposal, lift and dumpster.

Lighting controls are a great compliment to new lighting in your facilities. By Coupling these two, you can reap greater savings regarding energy. Lighting controls include, but are not limited to, daylight harvesting, implementation of occupancy sensors, and bi-level dimming. Advanced controls can be managed per fixture to more sophisticated level on a computer or mobile device.

\*\*Scope of work includes removing the existing lighting system and installing a RAB network controlled lighting system.

One Time Investment.....\$318,029

Maintenance Savings	
Savings per fixture (interior):	\$ 8.50
Savings per fixture (exterior):	\$ 30.00
# Interior Fixtures:	1186
# Exterior Fixtures:	0
<b>Savings:</b>	<b>\$ 10,081.00</b>



## Conclusion and Next Steps

### Utility Incentive

As part of this project, Environmental Systems Corporation will prepare a submission of this project detail along with a utility-grade energy analysis to the Connecticut Energy Efficiency Fund (CEEF) on behalf of Town of East Hartford for maximum energy incentives. ESC will also work with utility designated engineers and consultants in the evaluation and auditing of this proposal for quality assurance of the energy use and savings estimates.

### Investment

Total pricing for all proposed actions is: **Three Hundred Eighteen Thousand, Twenty-Nine Dollars (\$318,029)**

### Notes on Pricing

1. Pricing Does Not Include CT State Sales Tax.
2. Pricing valid for 60 days after the date on proposal.
3. Pricing does not include permits, bonds, or prevailing wage.
4. Pricing based on existing equipment to be in full working order and code compliant.
5. Pricing ONLY includes what is listed on Scope of Work.
6. Invoices will be generated monthly for labor and materials.
7. All work to be completed during normal weekly business hours (M-F, 7AM to 5PM)
8. Testing, remediation, or removal of hazardous materials such as asbestos is not included.
9. Cutting, patching, and painting or channeling of walls, floors or ceilings is not included.
10. All operating electrical voltage is presumed to be between 120 VAC and 277 VAC.
11. Included is 1-year onsite warranty for all labor and materials and all manufacturer warranties.

### The ESC Relationship

ESC is experienced in the successful implementation of Energy Efficiency Projects as proposed for Town of East Hartford and has installed energy management, lighting, and control systems in over 180 million square feet of property throughout New England. We value this opportunity to provide you with an energy saving proposal and look forward to working with you to make sure our proposal best meets your needs and provides value to your business.

Sincerely,

Environmental Systems Corporation (ESC)

Jack Cunningham

*Director of Sales, Energy Efficiency Division*

[j.cunningham@escontrols.com](mailto:j.cunningham@escontrols.com)



## Documents Notes, Details, and Supporting Documents

### Environmental Impact

With the rise in climate change since the turn of the century. The environment has rapidly began changing, from glaciers shrinking, ice on rivers, lakes breaking up earlier, and trees are flowering sooner. Scientists then predicted effects from global climate change that are occurring now, such as, loss of sea ice, accelerated rising sea level, longer more intense heat waves, and other natural disasters including hurricanes, tropical storms, wildfires, etc. Scientist have high confidence that global temperatures will continue to rise over the next few decade unless we drastically change our ways. With this investment you are not only investing in your business, but also it is an investment for environment and future generations to come. With the energy saved from the suggested measures it is enough to heat and energize 7 homes and results in the same environmental impacts as removing 30 average passenger cars off the road, or reforesting 36 acres of trees. Drastically reducing your carbon footprint, and paving the way to a cleaner future.

Pollution Reduction Due to Proposed Energy Measures	
Type of Pollution	Annual Reduction
Sulfur Dioxide [SO <sub>2</sub> ] (lb)	318
Nitrogen Oxides [NO <sub>x</sub> ] (lb)	268
Mercury [Hg] (mg)	1,183
Carbon Dioxide and Equivalent [CO <sub>2</sub> ] (lb)	344,430

As seen in table above, with the completion of this project, your facility could reduce its annual Carbon Dioxide (CO<sub>2</sub>) emissions by 344,430, its annual Sulfur Dioxide (SO<sub>2</sub>) emissions by 318, its annual Nitrogen Oxide (NO<sub>2</sub>) emissions by 268, and its Mercury (Hg) emissions by 1,183. These reductions can make significant change to your companys environmental impact and the carbon footprint in which it will leave behind.

November 14, 2022

Justin Stanziale  
East Hartford Police Department  
31 School Street  
East Hartford, CT

Reference: Project # CT22P01234954

E.H. Public Safety Bld  
East Hartford, CT

Dear Justin Stanziale:

Congratulations on choosing to make your business energy-efficient. Eversource is pleased to present you with the details of your energy incentive for the upcoming project at your East Hartford, CT facility.

**Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of \$169,618.68.**

This packet includes the following documents:

**Energy Efficiency Services Letter of Agreement** – Please review the document, sign and return to my attention at the email noted below. To reserve your incentive as stated, return the signed Agreement within 30 days of the date above.

**Standard Terms and Conditions** – In order to claim your incentive, you will need to agree to these terms.

**Exhibit A** – The upgrades included in your project are outlined here. Information includes the energy and dollar savings estimated for each individual measure.

**W-9 Form** – This form is necessary to process your incentive payment. Submit this completed form with your Energy Efficiency Services Agreement

If you have any questions regarding this letter or the documents contained in the packet, please contact me at (860) 665-3450.

Sincerely:

A handwritten signature in cursive script that reads "Kyle Kalisz".

Kyle Kalisz

Associate Energy Efficiency Consultant

Energy Efficiency

kyle.kalisz@eversource.com

## Energy Efficiency Services LETTER OF AGREEMENT

To encourage energy efficiency, The Connecticut Light and Power Company, doing business as Eversource (hereinafter the "Company"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "Energy Efficiency Fund"), is pleased to offer East Hartford Police Department (hereinafter, the "Participant") Energy Efficiency Services in connection with their facility located at 31 School Street, East Hartford, CT. If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within 30 calendar days of the date of the authorized Company signature. If not returned within 30 calendar days, the Company retains the option to modify or cancel this LOA without notification. By counter-signing and returning the LOA to the Company within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. To be eligible for an incentive payment, the Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. To be eligible for an incentive payment, all EEMs must be installed by the Participant and accepted by both the Participant and the Company by June 1, 2023. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by June 1, 2023 may disqualify Participant from receiving an incentive payment.
4. As administrator of the Energy Efficiency Fund, the Company agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is \$169,618.68.
5. **Payment will be made to Environmental Systems Corporation at 8 Jansen Court, West Hartford Connecticut 6110**
6. The Participant is not obligated to install any of the EEMs referred to in this LOA, and at any time may decide to forego the incentive payments for one or more measures.
7. This LOA shall be signed by a representative of the Company, and counter-signed and returned to the Company by the Participant before any EEMs are installed. No payment shall be made for EEMs not listed in the Exhibit(s), or for EEMs installed before this LOA is counter-signed and returned to Eversource by the Participant unless authorized by the Company.
8. The Participant may propose changes to the scope of this LOA by giving written notice to the Company. Without prior written approval by the Company, the Company may not recognize any changes implemented by the Participant.
9. If the Participant agrees to the attached Standard Terms and Conditions of this Letter of Agreement, please sign below and return to:

Kyle Kalisz  
Associate Energy Efficiency Consultant  
Eversource  
PO Box 270  
Hartford, CT 06141

  
\_\_\_\_\_  
Signature of Company Official

Jordan Schellens  
\_\_\_\_\_  
Name (Print)

Supervisor, C&I  
\_\_\_\_\_  
Title of Company Official  
11/15/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant Official

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title of Participant Official

\_\_\_\_\_  
Date

## **Distressed Municipal Incentive Summary**

Eversource

E.H. Public Safety Bld

Project # CT22P01234954 & CT22UP-MLI - 3280607

In an effort to support our valued customers and workforce, we are introducing a new 'Distressed Municipal' incentive offer to stimulate additional demand in the market. These incentives are aimed at making customer decisions easier, while improving their operating costs quickly without having to concern themselves about long-term financial ambiguity. This project qualifies for an incentive that will be the lesser of the 3 line items below and adjusted based on the as-built conditions.

<b>Incentive Summary</b>	
<b>Electric Savings Adder (\$0.10/kWh)</b>	\$26,666.78
<b>Project Cost Adder (10% Project Cost)</b>	\$31,802.90
<b>Maximum of \$50,000 per Project</b>	\$50,000.00
<b>Added Incentive (Lesser of the 3 Above)</b>	
\$26,666.78	



## Energy Efficiency Standard Terms and Conditions (4/29/2015 Version)

1. To be eligible for an incentive payment, the Participant shall install the Energy Efficiency Measures ("EEMs" or "measures") and comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner. The Participant shall design and install each and all EEMs identified in the Exhibit(s). The Participant shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Participant shall be responsible for any infraction or violation thereof, and any expense or damage resulting therefrom. The Participant receiving incentives shall be responsible for any tax liability associated with incentive payments.
2. The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") and/or the Yankee Gas Service Company, doing business as Eversource Energy ("Eversource"), as manager of the Connecticut Energy Efficiency Fund ("EEF"), on behalf of its customers, shall issue a Form 1099 to all Participants who receive more than \$600.00 of incentives per year.
3. To be eligible for an incentive payment, the project must be inspected by Eversource and verified to be installed and operating in accordance with the approved energy analysis report and/or Exhibit(s) by the agreed upon completion date. The Participant shall notify Eversource in sufficient time and allow Eversource reasonable access to the facility to conduct such inspections and shall supply Eversource with copies of any requested documents necessary to verify that the project complies with the Letter of Agreement ("LOA") requirements.
4. Incentive payments from the EEF to the Participant are based on the EEMs actually installed by the Participant, which are specified in and in compliance with, the Exhibit(s). Eversource will provide the Participant (or their designee) with the actual incentive payment based on Eversource's review and approval of final installed costs after installation of all measures. Eversource is solely responsible for determining the final incentive amount and reserves the right to withhold the incentive payment until it has verified actual cost(s) of the measures or performance specifications of installed measures.
5. Participant acknowledges and agrees that (a) neither Eversource nor any of its employees, agents, representatives or consultants are responsible for assuring the design, analysis, engineering, and/or installation of any or all of the individual EEMs is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized as applicable to the technology, and (b) Eversource does not represent, warrant or guarantee the product or services of any particular vendor, manufacturer, contractor or subcontractor.
6. Only electricity retail distribution customers of Eversource and/or firm gas customers of Eversource, at time of inspection, are eligible to receive incentives and become Participants in any of the EEF energy conservation programs. In addition, Participants who receive service for the subject facility noted in this LOA via Eversource's distribution equipment are eligible for incentives.
7. Eversource does not represent, warrant, or guarantee the safety of any EEMs or that the installation of any EEMs will result in any level of energy savings will occur at the level projected in the energy analysis report and/or the Exhibits or will result in any measurable energy related benefit. Factors that are impossible to predict, such as changes in facility use, equipment additions or modifications, cutbacks, or weather changes, etc., all of which may impact the Participant's future electric energy or natural gas use and savings. Eversource's scope of review for purposes of this LOA is limited to determining if the EEMs have met the program requirements. Eversource does not include any kind of safety or performance review of the equipment installed or serviced in connection with this LOA or any planned or installed EEMs.
8. Eversource reserves the right to perform, at EEF's expense, and within two years of incentive payment, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Participant shall provide information as necessary to facilitate this evaluation.
9. In accordance with the Department of Public Utility Control's ("DPUC", now known as the Public Utilities Regulatory Authority) September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) - 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this LOA and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut EEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by EEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource shall be the allocation in effect (per the applicable DPUC decision) on the Effective Date of the LOA.
10. By counter-signing and returning this LOA to Eversource and as a condition for receiving EEF incentives pursuant to the applicable conservation programs, Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this LOA in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.
11. If the Participant requests in writing additional time to complete the EEMs at least (5) five business days prior to the project's estimated completion date as stated in this LOA, Eversource may grant an extension, but reserves the right to re-evaluate any program incentives or modify the EEF Energy Conservation Program Standard Terms and Conditions in effect at the time of the request.
12. Eversource may, by written notice, terminate the LOA for convenience, in whole or in part. In this event, Eversource shall pay, from the EEF, the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the LOA. No allowance will be made for anticipated profits. Eversource and the EEF shall not be liable for any consequential or incidental damages for termination under this Article.
13. These Standard Terms and Conditions are applicable only to the facilities described in the LOA and not to any future additions or alterations to the Participant's facility that may be serviced by Eversource.
14. The Participant shall defend, indemnify and hold harmless Eversource, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Participant's participation in Eversource's Energy Efficiency Services. Eversource shall not be liable to Participant for any damages in contract or tort or otherwise including negligence caused by any activities related to Participant's participation in Eversource's Energy Efficiency Services, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by Eversource. Eversource's liability under this LOA shall be limited to paying the incentives specified for the EEMs, but only as and if such incentives become payable to Participant and only to the extent that such incentives are not subject to repayment as provided in this LOA. In no case shall Eversource be liable to Participant for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.
15. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Participant and Eversource. The LOA shall not be assigned by either party without prior written consent of the other.
16. The LOA shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
17. The Participant understands that all funding for this program derives from the EEF and funded by the customers of Eversource. Eversource is not responsible for any costs or damages incurred by the Participant if funding for this program or the EEF is reduced or eliminated by the State of Connecticut, the Department of Energy and Environmental Protection or the Connecticut Public Utilities Regulatory Authority.
18. The parties shall endeavor to resolve any dispute arising out of or relating to this LOA by mediation before the alternative dispute resolution staff of the Public Utilities Regulatory Authority ("PURA"). If a resolution cannot be reached in that forum, the parties agree to resolve their dispute by the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this LOA, including the breach, termination or validity thereof, which remains unresolved 45 days after the appointment of a mediator, shall be finally resolved by confidential, final and binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut, or such other location mutually agreed to by the parties. The arbitration must be commenced within two years of the conduct or action giving rise to the dispute.

**Substitute Form W-9****Request for Taxpayer Identification Number and Certification***(Give this form to the requester. DO NOT send to IRS)*

**NAME** (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See INSTRUCTIONS under "Name" if your name has changed.)

**ADDRESS** (Number and Street)

**CITY**

**STATE**

**ZIP CODE**

**PART I TAXPAYER IDENTIFICATION NUMBER**

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How To Obtain a TIN, on Instruction form EMS6002-2.

**SOCIAL SECURITY NUMBER**

**EMPLOYER IDENTIFICATION NUMBER**

Certification - Under the penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

**Certification Instructions** - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also, see Signing the Certification under Specific Instructions on instruction form EMS6002-2.

**PART II FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (See Instructions)**

Check one of the following below, if applicable.

Exemption Block

- 1) \_\_\_\_\_ A corporation
- 2) \_\_\_\_\_ An organization exempt from tax under section 501 (a), or an individual retirement plan (IRA), or a custodial account under 403(b)(7).
- 3) \_\_\_\_\_ The United States or any of its agencies or instrumentalities.
- 4) \_\_\_\_\_ A state, The District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- 5) \_\_\_\_\_ A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 6) \_\_\_\_\_ An international organization or any of its agencies or instrumentalities.
- 7) \_\_\_\_\_ A foreign central bank of issue.
- 8) \_\_\_\_\_ A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
- 9) \_\_\_\_\_ A futures commission merchant registered with the Commodity Futures Trading Commission.
- 10) \_\_\_\_\_ A real estate investment trust.
- 11) \_\_\_\_\_ An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 12) \_\_\_\_\_ A financial institution.

Signature

Date

**Please sign here:**

**Exhibit A**  
**E.H. Public Safety Bld**  
**Energy Efficiency Services Project #: CT22P01234954**  
**November 14, 2022**

A. The Participant will submit documents for review as required. The Company will review construction documents to facilitate the verification of conformance with the energy efficiency improvement measures detailed.

B. The listing of a specific manufacturer in this Contract does not represent an endorsement of a specific product by the Company. Listed manufacturers are those proposed by the Participant in their application. The Participant may substitute an equivalent product, which will produce equal or greater energy savings than the product originally proposed, with the approval of the Company.

**Measure of : New and/or Retrofit Lighting and/or Lighting Occupancy Controls**

Installation of new and/or retrofit lighting fixtures as proposed on attached project scope and summarized below. The fixtures/lamps shall comply with Eversource LED requirements. **If LED lighting does not meet Eversource LED requirements at time of inspection then incentive shall be recalculated.**

Approximate floor area affected by fixture/lamp retrofits (square feet):	120,000
Basic description of areas being affected:	Police/Fire Station (24 Hr)
Number of existing fixtures/lamps affected:	1,215
Number of Standard fixtures/lamps to be installed:	0
Number of Enhanced Performance fixtures to be installed:	0
Number of High Performance fixtures to be installed:	1,189
Number of fixtures/lamps to be controlled by Occupancy Sensors:	632
Number of fixtures/lamps to be controlled by Daylight Harvesting Sensors:	0
Estimated Installed Cost of Standard fixtures/lamps:	\$0.00
Estimated Installed Cost of Enhanced Performance fixtures:	\$0.00
Estimated Installed Cost of High Performance fixtures	\$318,029.00
Estimate Installed Cost of Non-Eligible fixtures/lamps	\$0.00
<b>Total Estimated Installed Cost</b>	<b>\$318,029.00</b>
<b>Total Estimated Incentive</b>	<b>\$114,361.52</b>

If upon final inspection, there are any changes to the measure, the incentive will be recalculated based on installed equipment and the Company's review of itemized invoices. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

Estimated Measure Incentive Breakdown	
Installation and Additional	\$114,361.52
Measure Verification (100%)*	
<b>Total</b>	<b>\$114,361.52</b>

Estimated Electrical Savings			
Demand	kW	Energy	kWh
Summer	34.08	Annual	219,926
Winter	16.85	Lifetime	1,621,942

\*Measure Verification: The Participant or the Participant's design professional shall signify that they have satisfied themselves that all installed controls are performing as intended.

1. Verification that all the correct equipment and/or systems are being controlled.
2. Verification of correct system installation. The system shall be defined as any sensors and all the lighting fixtures and/or other equipment that it controls.
3. Verification that all sensors and control devices are calibrated and commissioned.
4. Verification that the system automatically functions as intended with all defined delays.
5. Verification that instructions, operation and maintenance manuals, and software/application access has been provided.
6. Verification that the Participant's representative and/or operator has been instructed in the proper operation and maintenance of the equipment.

\_\_\_\_\_  
Participant or Participant's Design Professional's  
Signature (after installation)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Date of Completed Work

\_\_\_\_\_  
Title of Participant

\_\_\_\_\_  
Company of Participant

Regarding Linear Tube LED Products; Customers should review each lighting technology's installation and maintenance requirements carefully. Some linear LED products are NOT backwards compatible to accommodate fluorescent lamps or other LED tube products after the retrofit. Please follow all manufacturers' specifications when installing and maintaining equipment to ensure proper performance, function and safety. 1)Most LED Linear Tube Replacement Lamp product designs by various manufacturers are mechanically interchangeable and utilize existing fluorescent lamp end connectors to supply power to the lamps. However, many of these LED products are not electrically interchangeable with fluorescent lamps or other LED tube products. As a result, maintenance personnel should follow all manufacturers' installation and maintenance guidelines and be trained in their safe use. 2)All LED Linear Tube Replacement Lamps are required to be Underwriter's Laboratory (UL) 1993 listed. Retrofit products that require rewiring retrofit to existing luminaire fixtures must also meet UL 1598C Classification. As such, these products require fixture retrofit in accordance with manufacturer's installation instructions which includes placement of warning markings on each luminaire fixture in accordance with UL 1598C. Please ensure that the labels are installed and maintained for the life of the product. 3)Please contact the LED product's installer or manufacturer with questions with specific product questions.

The installation of aftermarket resistors into LED lighting products is not allowed.

**Exhibit A - 20% Lighting Controls Incentive Retainage**  
**E.H. Public Safety Bld**  
**Energy Efficiency Services Project #: CT22P01234954**  
**November 14, 2022**

A. The Participant will submit six months of Post-Installation Energy Monitoring Data for the High Performance Lighting Controls associated with this project. The Company will review Post-Installation Energy Monitoring Data documents to facilitate the verification of Lighting Controls conformance with the energy efficiency improvement measures detailed.

B. The listing of a specific manufacturer in this Contract does not represent an endorsement of a specific product by the Company. Listed manufacturers are those proposed by the Participant in their application. The Participant may substitute an equivalent product, which will produce equal or greater energy savings than the product originally proposed, with the approval of the Company.

**Measure 1 of : High Performance Lighting Controls**

Installation of new lighting controls as proposed on the controls narrative, attached project scope, and summarized below. The lighting controls shall comply with Eversource Energy Monitoring requirements. **If LED lighting and controls does not meet Eversource LED requirements upon measure installation then incentive shall be recalculated and may be reduced or eliminated. Communicate any proposed changes to the Company before committing so that impacts on energy savings and incentives can be recalculated as necessary.**

Approximate floor area affected by fixture/lamp retrofits (square feet): 120,000  
 Basic description of areas being affected: Police/Fire Station (24 Hr)  
 Number of existing fixtures/lamps affected: 1,215

Number of High Performance fixtures/lamps to be installed: 1,189  
 Number of fixtures/lamps to be controlled by Occupancy Sensors: 632  
 Number of fixtures/lamps to be controlled by Daylight Harvesting Sensors: 0

Estimated Installed Cost of High Performance fixtures \$318,029.00

If upon review of the Post Installation Monitoring Report, there are any changes to the lighting control scope, the incentive will be recalculated based on those changes. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

<b>Estimated Measure Incentive Breakdown</b>	
High Performance Post-Installation Monitoring Data*	\$28,590.38
<b>Total</b>	<b>\$28,590.38</b>

\*Additional Measure Verification (For lighting controls only): The Participant or the Participant's design professional shall signify that they have satisfied themselves that all the lighting controls are performing as intended.

1. The customer has supplied Eversource with six month of post-installation energy monitoring data, per Eversource requirements.
2. Verification that all the correct equipment and/or systems are being controlled.
3. Verification of correct system installation. The system shall be defined as any sensors and all the lighting fixtures that it controls.
4. Verification that all sensors and control devices are calibrated and commissioned.
5. Verification that the system automatically functions as intended with all defined delays.
6. Verification that instructions, operation and maintenance manuals, and software/application access has been provided.
7. Verification that the Participant's representative and/or operator has been instructed in the proper operation and maintenance of the equipment.

Participant or Participant's Design Professional's  
 Signature (after completion)

Date of Signature

Print Participant's Name

Company of Participant

Title of Participant

Project Scope

E.H. Public Safety Bid East Hartford, CT CT22P01234954											
Area Description	Qty Before	Description Before	Watts/ Fixture Before	Annual Hours Before	Qty After	Proposed Equipment - Manufacturer	Proposed Equipment - Model Number	"NEW" Occupancy Sensor? (Y or N)	Watts/ Fixture After	Wattage with High End Trim	Annual Hours After
LL Boiler Room 143	9	2L4' 32W T8EE/ELEE	53	500	9	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Storage RM 142	10	2L4' 32W T8EE/ELEE	53	500	10	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Switch RM 146	2	2L4' 32W T8EE/ELEE	53	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Mont RM 141	2	2L4' 32W T8EE/ELEE	53	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Elec RM 152	1	2L4' 32W T8EE/ELEE	53	500	1	Alpha	CBW-4L(40S2)/840		39	39	500
Bicyde Unit	6	2L4' 32W T8EE/ELEE	53	500	6	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Comm 140	5	2L4' 32W T8EE/ELEE	53	500	5	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Aromd Cont RM 138	2	3L4' 32W T8EE/ELEE	82	500	2	RAB	EZPANHE2x4-40N/D10		41	41	500
CEB 136	2	2L4' 32W T8EE/ELEE	53	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Bcid Super 135	2	2L4' 32W T8EE/ELEE	53	500	2	Alpha	CBW-4L(40S2)/840		39	39	500
MDF 137	2	2L4' 32W T8EE/ELEE	53	500	2	Alpha	CBW-4L(40S2)/840		39	39	500
Armor 129	2	2L4' 32W T8EE/ELEE	53	500	2	Alpha	CBW-4L(40S2)/840		39	39	500
Swat 130	2	2L4' 32W T8EE/ELEE	53	500	2	Alpha	CBW-4L(40S2)/840		39	39	500
Custodial 134	8	2L4' 32W T8EE/ELEE	53	4,160	8	Alpha	CBW-4L(40S2)/840		39	39	4,160
Elev	1	2L4' 32W T8EE/ELEE	53	8,760	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	8,760
Hall	4	2L2' 17W T8EE/ELEE	32	8,760	4	RAB	EZPANHE2x2-30N/D10		31	31	8,760
"	8	2L2' 17W T8EE/ELEE	32	500	8	RAB	EZPANHE2x2-30N/D10		31	31	500
Elev Hall	8	2L2' 17W T8EE/ELEE	32	8,760	8	RAB	EZPANHE2x2-30N/D10		31	31	8,760
"	11	2L2' 17W T8EE/ELEE	32	8,760	11	RAB	EZPANHE2x2-30N/D10		31	31	8,760
"	2	2L2' 17W T8EE/ELEE	32	8,760	2	RAB	EZPANHE2x2-30N/D10		31	31	8,760
Evidence RM 114	6	3L4' 32W T8EE/ELEE	82	2,080	6	RAB	EZPANHE2x4-40N/D10		41	41	2,080
" Storage 108	18	2L4' 32W T8EE/ELEE	53	500	18	Alpha	CBW-4L(40S2)/840		39	39	500
" 106	2	2L4' 32W T8EE/ELEE	53	500	2	Alpha	CBW-4L(40S2)/840		39	39	500
" B 107	2	2L4' 32W T8EE/ELEE	53	500	2	Alpha	CBW-4L(40S2)/840		39	39	500
Bulk Storage 104	8	2L4' 32W T8EE/ELEE	53	2,080	8	Alpha	CBW-4L(40S2)/840		39	39	2,080
Next Door to 104	2	2L2' 17W T8EE/ELEE	32	500	2	RAB	KNOOKFA32W		17	17	500
Elec Rm	1	2L4' 32W T8EE/ELEE	53	500	1	Alpha	CBW-4L(40S2)/840		39	39	500
Evidence DR 147	1	2L4' 32W T8EE/ELEE	53	8,760	1	Alpha	CBW-4L(40S2)/840		39	39	8,760
vehicle 102	13	2L4' 32W T8EE/ELEE	53	2,080	13	Alpha	CBW-4L(40S2)/840		39	39	2,080
Fire Arms 111	3	2L4' 32W T8EE/ELEE	53	2,080	3	RAB	EZPANHE2x4-40N/D10		41	41	2,080
Range	6	2/26W COMP. HW ELIG	54	500	6	RAB	BR30-7-922/30-WGD		7	7	500
"	26	2L4' 32W T8EE/ELEE	53	500	26	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
RM 119	29	2L4' 32W T8EE/ELEE	53	500	29	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
" Cell "	22	2L4' 32W T8EE/ELEE	53	8,760	22	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	8,760
"119 Interview 1	2	2L4' 32W T8EE/ELEE	53	2,080	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	2,080
" 2	4	2L4' 32W T8EE/ELEE	53	2,080	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	2,080
Toilet/Shower	2	2L4' 32W T8EE/ELEE	53	1,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	1,000
Sally Port	7	8/42W COMPACT HW ELIG	208	8,760	7	RAB	RAIL225-D10-LC		196	196	8,760
"	4	2L4' 32W T8EE/ELEE	53	8,760	4	Alpha	CBW-4L(40S2)/840		39	39	8,760
Room 302 Fire Marshall	3	3L4' 32W T8EE/ELEE	82	2,080	3	RAB	EZPANHE2x4-40N/D10		41	41	2,080
Hall	3	2L2' F40BX/ELIG	72	2,080	3	RAB	EZPANHE2x2-30N/D10		31	31	2,080
"	7	2L2' F40BX/ELIG	72	500	7	RAB	EZPANHE2x2-30N/D10		31	31	500
RM 314	2	3L4' 32W T8EE/ELEE	82	500	2	RAB	EZPANHE2x4-40N/D10		41	41	500
RM 315	1	3L4' 28W T8EE/ELEE	72	5,824	1	RAB	EZPANHE2x4-40N/D10		41	41	5,824
RM 316	1	2L4' 28W T8EE/ELEE	48	5,824	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	5,824
Rm 313	1	2L4' 28W T8EE/ELEE	48	5,824	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	5,824
RM 318	1	2L4' 28W T8EE/ELEE	48	5,824	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	5,824

Project Scope

RM 317B	1	2L4' 28W T8EE/ELEE	48	5,824	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	5,824
RM 317A	1	2L4' 28W T8EE/ELEE	48	5,824	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	5,824
RM 317 A+B Hall	3	2L2' F40BX/ELIG	72	5,824	3	RAB	EZPANHE2x2-30N/D10		31	31	5,824
Truck Bay		Customer Converted to LED - Remove	376	5,824		RAB	RAIL225-D10-LC		196	196	5,824
"	1	8/42W COMPACT HW ELIG	376	8,760	1	RAB	RAIL225-D10-LC		196	196	8,760
Turnout RM 1-5	10	2L4' 32W T8EE/ELEE	53	1,000	10	Alpha	CBW-4L(40S2)/840		39	39	1,000
Laundry324	2	2L4' 32W T8EE/ELEE	53	8,760	2	Alpha	CBW-4L(40S2)/840		39	39	8,760
Upper Stage	12	2L4' 32W T8EE/ELEE	53	500	12	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Bay 2+3	6	2L2' 17W T8EE/ELEE	32	1,000	6	RAB	EZPANHE2x2-30N/D10		31	31	1,000
Tool Area	3	2L4' 32W T8EE/ELEE	53	5,824	3	Alpha	CBW-4L(40S2)/840		39	39	5,824
GX RM330	4	2L4' 32W T8EE/ELEE	53	5,824	4	Alpha	CBW-4L(40S2)/840		39	39	5,824
Mezz	12	2L4' 32W T8EE/ELEE	53	500	12	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
RR Decon Hall	2	2L4' 32W T8EE/ELEE	53	5,824	2	Alpha	CBW-4L(40S2)/840	Y	39	39	4,426
RR Decon Hall	1	2L3' 32W T8EE/ELEE	48	5,824	1	Alpha	ILL-4H(46S)/840	Y	45	45	4,426
RM 332 Stage	2	2L4' 32W T8EE/ELEE	53	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
RM 333 Watch RM	1	3L4' 32W T8EE/ELEE	82	8,760	1	RAB	EZPANHE2x4-40N/D10		41	41	8,760
Hall	1	2L4' 32W T8EE/ELEE	53	5,824	1	Alpha	CBW-4L(40S2)/840		39	39	5,824
Hose RM	12	26W COMPACT HW ELIG	28	1,000	12	RAB	VANLED40F-LC		41	41	1,000
RM 307 Stage	4	2L4' 32W T8EE/ELEE	53	8,760	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	8,760
RM 328 "	4	2L4' 32W T8EE/ELEE	53	500	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Upper Mezz 328	4	2L4' 32W T8EE/ELEE	53	500	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Lower Level Lobby	3	2/26W COMP. HW ELIG	54	8,760	3	RAB	PLT-16-V-840-DIR		16	16	8,760
"	2	26W COMPACT HW ELIG	28	8,760	2	RAB	PLT-16-V-840-DIR		16	16	8,760
Upper Lobby	6	2/26W COMP. HW ELIG	54	8,760	6	RAB	PLT-16-V-840-DIR		16	16	8,760
"	6	26W COMPACT HW ELIG	28	8,760	6	RAB	PLT-16-V-840-DIR		16	16	8,760
" Cove	16	1L4' 32W T8EE/ELEE	24	8,760	16	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	8,760
"	2	1L2' 17W T8EE/ELEE	17	8,760	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	8,760
" Chand	3	Pendant Chandaler	156	8,760	10	RAB	A-19-9-E26-940-DIM		10	10	8,760
Lobby RR W+M	2	2L4' 32W T8EE/ELEE	53	5,824	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	4,426
Police Admin											
Hall	11	2L2' F40BX/ELIG	72	8,760	11	RAB	EZPANHE2x2-30N/D10		31	31	8,760
"	4	2L2' F40BX/ELIG	72	8,760	4	RAB	EZPANHE2x2-30N/D10		31	31	8,760
Rm 226	8	3L4' 28W T8EE/ELEE	72	3,000	8	RAB	EZPANHE2x4-40N/D10		41	41	3,000
"	8	3L2' 17W T8EE/ELEE	46	3,000	8	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 233	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 234	12	2L4' 32W T8EE/ELEE	53	3,000	12	RAB	EZPANHE1x4/3N-D10/LC		30	30	3,000
RM 231	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 225 DG RM	6	3L4' 28W T8EE/ELEE	72	3,000	6	RAB	EZPANHE2x4-40N/D10		41	41	3,000
Woman	3	3L4' 28W T8EE/ELEE	72	3,000	3	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	2,280
Men	3	3L4' 28W T8EE/ELEE	72	3,000	3	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	2,280
Comm RM Hall	2	3L2' 17W T8EE/ELEE	46	3,000	2	RAB	EZPANHE2x2-30N/D10		31	31	3,000
Comm RM 1	9	2L4' 28W T8EE/ELEE	48	3,000	9	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
Comm RM 2	14	2L4' 28W T8EE/ELEE	48	3,000	14	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
EM 238 Hall	2	2/26W COMP. HW ELIG	54	3,000	2	RAB	PLT-16-V-840-DIR		16	16	3,000
RM 238	4	3L2' 17W T8EE/ELEE	46	3,000	4	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 240	4	3L2' 17W T8EE/ELEE	46	3,000	4	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 241 Mis	12	3L2' 17W T8EE/ELEE	46	3,000	12	RAB	EZPANHE2x2-30N/D10		31	31	3,000
Server RM	6	3L2' 17W T8EE/ELEE	46	500	6	RAB	EZPANHE2x2-30N/D10		31	31	500
RM 242 M's Arex	2	3L4' 28W T8EE/ELEE	72	500	2	RAB	EZPANHE2x4-40N/D10		41	41	500
Moon Dest OPS RM 218	3	3L4' 25W T8EE/ELEE	64	5,824	3	RAB	EZPANHE2x4-40N/D10		41	41	5,824
Lobby											
Hall	7	2L2' F40BX/ELIG	72	8,760	7	RAB	EZPANHE2x2-30N/D10		31	31	8,760

Project Scope

"	3	2L2' F40BX/ELIG	72	8,760	3	RAB	EZPANHE2x2-30N/D10			31	31	8,760
RM 216	4	3L4' 25W T8EE/ELEE	64	5,824	4	RAB	EZPANHE2x4-40N/D10			41	41	5,824
Rm 217	8	3L4' 25W T8EE/ELEE	64	5,824	8	RAB	EZPANHE2x4-40N/D10			41	41	5,824
RM 215	12	3L4' 25W T8EE/ELEE	64	5,824	12	RAB	EZPANHE2x4-40N/D10			41	41	5,824
RM 214	3	3L4' 25W T8EE/ELEE	64	5,824	3	RAB	EZPANHE2x4-40N/D10			41	41	5,824
RM 212 Kit	6	3L4' 25W T8EE/ELEE	64	8,760	6	RAB	EZPANHE2x4-40N/D10			41	41	8,760
RM 213	6	3L4' 25W T8EE/ELEE	64	5,824	6	RAB	EZPANHE2x4-40N/D10			41	41	5,824
RM 211 Rep Rm	3	3L4' 28W T8EE/ELEE	72	8,760	3	RAB	EZPANHE2x4-40N/D10			41	41	8,760
Hall 2	2	2L2' F40BX/ELIG	72	8,760	2	RAB	EZPANHE2x2-30N/D10			31	31	8,760
"	7	2L2' F40BX/ELIG	72	8,760	7	RAB	EZPANHE2x2-30N/D10			31	31	8,760
"	2	2/26W COMP. HW ELIG	54	8,760	2	RAB	PLT-16-V-840-DIR			16	16	8,760
Locker RM	4	2/26W COMP. HW ELIG	54	8,760	4	RAB	PLT-16-V-840-DIR	Y		16	16	6,658
Shower	4	60W INC	60	1,000	4	Maxlite	RCF813CSW			13	13	1,000
Locker RM	5	2L3' 25W T8EE/ELEE	45	5,824	5	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y		26	26	4,426
"	5	2L4' 28W T8EE/ELEE	48	5,824	5	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	5,824
" Supper RM	6	3L4' 28W T8EE/ELEE	72	5,824	6	RAB	EZPANHE2x4-40N/D10	Y		41	41	4,426
" Officers	17	3L4' 28W T8EE/ELEE	72	5,824	17	RAB	EZPANHE2x4-40N/D10			41	41	5,824
RM 201	3	3L4' 28W T8EE/ELEE	72	5,824	3	RAB	EZPANHE2x4-40N/D10			41	41	5,824
Gym 202	14	3L4' 28W T8EE/ELEE	72	1,040	14	RAB	EZPANHE2x4-40N/D10			41	41	1,040
RM 232 Cust	1	2L4' 28W T8EE/ELEE	48	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	500
Woman Locker RM	3	2/26W COMP. HW ELIG	54	5,824	3	RAB	PLT-16-V-840-DIR	Y		16	16	4,426
"	4	2L3' 25W T8EE/ELEE	45	500	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	500
" Shower	2	2/26W COMP. HW ELIG	54	1,000	2	Maxlite	RCF813CSW			13	13	1,000
" Officers	4	3L4' 28W T8EE/ELEE	72	5,824	4	RAB	EZPANHE2x4-40N/D10			41	41	5,824
" Supper	2	3L4' 28W T8EE/ELEE	72	5,824	2	RAB	EZPANHE2x4-40N/D10			41	41	5,824
Hall	11	2L2' F40BX/ELIG	72	8,760	11	RAB	EZPANHE2x2-30N/D10			31	31	8,760
"	7	2L2' F40BX/ELIG	72	8,760	7	RAB	EZPANHE2x2-30N/D10			31	31	8,760
RM 408	10	2L4' 32W T8EE/ELEE	53	3,000	10	RAB	EZPANHE2x4-40N/D10			41	41	3,000
"	2	3L2' 17W T8EE/ELEE	46	3,000	2	RAB	EZPANHE2x2-30N/D10			31	31	3,000
RM 406	1	3L4' 32W T8EE/ELEE	82	3,000	1	RAB	EZPANHE2x4-40N/D10			41	41	3,000
RM 407	1	3L4' 32W T8EE/ELEE	82	3,000	1	RAB	EZPANHE2x4-40N/D10			41	41	3,000
RR	1	2L4' 28W T8EE/ELEE	48	1,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y		26	26	760
Holding Rm 2	1	2L4' 28W T8EE/ELEE	48	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	500
" 5	1	2L4' 28W T8EE/ELEE	48	1,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	1,000
RM 401	3	3L4' 28W T8EE/ELEE	72	3,000	3	RAB	EZPANHE2x4-40N/D10			41	41	3,000
" Closet	1	2L4' 28W T8EE/ELEE	48	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	500
RM 405	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10			41	41	3,000
"	1	3L4' 28W T8EE/ELEE	72	3,000	1	RAB	EZPANHE2x4-40N/D10			41	41	3,000
"	6	3L4' 28W T8EE/ELEE	72	3,000	6	RAB	EZPANHE2x4-40N/D10			41	41	3,000
RM 411	5	3L4' 28W T8EE/ELEE	72	3,000	5	RAB	EZPANHE2x4-40N/D10			41	41	3,000
RM 423	24	3L4' 28W T8EE/ELEE	72	4,160	24	RAB	EZPANHE2x4-40N/D10			41	41	4,160
"	2	3L2' 17W T8EE/ELEE	46	3,000	2	RAB	EZPANHE2x4-40N/D10			41	41	3,000
Interview 2	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10			41	41	3,000
Private	1	3L4' 28W T8EE/ELEE	72	3,000	1	RAB	EZPANHE2x4-40N/D10			41	41	3,000
Interview RM 1	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10			41	41	3,000
RM 424	3	3L4' 28W T8EE/ELEE	72	3,000	3	RAB	EZPANHE2x4-40N/D10			41	41	3,000
RM 431	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10			41	41	3,000
432 Kit	2	2L2' 17W T8EE/ELEE	32	8,760	2	RAB	EZPANHE2x2-30N/D10			31	31	8,760
"	1	1L4' 32W T8EE/ELEE	28	8,760	1	RAB	KNOOKFA32W			17	17	8,760
"	1	1L2' 17W T8EE/ELEE	17	8,760	1	RAB	KNOOKFA32W			17	17	8,760
" Storage	2	3L4' 28W T8EE/ELEE	72	500	2	RAB	EZPANHE2x4-40N/D10			41	41	500
LT Donald	4	3L4' 28W T8EE/ELEE	72	5,824	4	RAB	EZPANHE2x4-40N/D10			41	41	5,824
Mechanical RM	1	2L4' 28W T8EE/ELEE	48	1,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	1,000
RM 415	6	3L4' 28W T8EE/ELEE	72	2,080	6	RAB	EZPANHE2x4-40N/D10			41	41	2,080
Hall Private	1	3L4' 28W T8EE/ELEE	72	1,000	1	RAB	EZPANHE2x4-40N/D10			41	41	1,000
Elect	2	2L4' 28W T8EE/ELEE	48	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	500
Comm Dada	2	2L4' 28W T8EE/ELEE	48	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP			26	26	500
RR Hall	1	2L3' 25W T8EE/ELEE	45	2,080	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y		26	26	1,581

Project Scope

"	1	2L3' 25W T8EE/ELEE	45	2,080	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	2,080
RM 417	5	3L4' 28W T8EE/ELEE	72	2,080	5	RAB	EZPANHE2x4-40N/D10		41	41	2,080
"	1	2L2' 17W T8EE/ELEE	32	2,080	1	RAB	EZPANHE2x2-30N/D10		31	31	2,080
RM 425	8	3L4' 32W T8EE/ELEE	82	2,080	8	RAB	EZPANHE2x4-40N/D10		41	41	2,080
RM 430	4	3L4' 32W T8EE/ELEE	82	2,080	4	RAB	EZPANHE2x4-40N/D10		41	41	2,080
RM 435	4	3L4' 32W T8EE/ELEE	82	2,080	4	RAB	EZPANHE2x4-40N/D10		41	41	2,080
2nd Floor Lobby	9	1L2' 14W T5/ELIG	16	2,080	9	Lightolier	LLABS30RFWH		10	10	2,080
" RR	2	2/26W COMP. HW ELIG	54	2,080	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	1,581
" RR	10	2L4' 28W T8EE/ELEE	48	2,080	10	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	1,581
Police Admin Hall	8	2L2' F40BX/ELIG	72	8,760	8	RAB	EZPANHE2x2-30N/D10		31	31	8,760
"	4	2L2' F40BX/ELIG	72	8,760	4	RAB	EZPANHE2x2-30N/D10		31	31	8,760
RM 440	5	3L4' 32W T8EE/ELEE	82	2,080	5	RAB	EZPANHE2x4-40N/D10		41	41	2,080
"	1	2L2' 17W T8EE/ELEE	32	2,080	1	RAB	EZPANHE2x2-30N/D10		31	31	2,080
Hall	1	3L4' 32W T8EE/ELEE	82	2,080	1	RAB	EZPANHE2x4-40N/D10		41	41	2,080
RM 441	6	2L2' 17W T8EE/ELEE	32	2,080	6	RAB	EZPANHE2x2-30N/D10		31	31	2,080
RM 447	2	3L4' 32W T8EE/ELEE	82	2,080	2	RAB	EZPANHE2x4-40N/D10		41	41	2,080
Rm 439	2	4L4' 32W T8EE/ELEE	107	2,080	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP		52	52	2,080
RM 437	4	3L4' 32W T8EE/ELEE	82	2,080	4	RAB	EZPANHE2x4-40N/D10		41	41	2,080
" RR	1	2L4' 32W T8/ELIG	60	2,080	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	1,581
RM 448	5	3L2' 17W T8EE/ELEE	46	2,080	5	RAB	EZPANHE2x2-30N/D10		31	31	2,080
RM 443	2	3L4' 28W T8EE/ELEE	72	2,080	2	RAB	EZPANHE2x4-40N/D10		41	41	2,080
"	2	1L4' 28W T8EE/ELEE	24	2,080	2	RAB	KNOOKFA32W		17	17	2,080
RM 444	5	3L2' 17W T8EE/ELEE	46	2,080	5	RAB	EZPANHE2x2-30N/D10		31	31	2,080
RM 460	5	3L2' 17W T8EE/ELEE	46	2,080	5	RAB	EZPANHE2x2-30N/D10		31	31	2,080
RM 450	5	3L2' 17W T8EE/ELEE	46	2,080	5	RAB	EZPANHE2x2-30N/D10		31	31	2,080
Elect	1	2L4' 32W T8/ELIG	60	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Storage	1	2L4' 32W T8/ELIG	60	500	1	Alpha	CBW-4L(40S2)/840		39	39	500
Hall RR	2	2L3' 25W T8EE/ELEE	45	5,824	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	4,426
Rm 456	5	3L2' 17W T8EE/ELEE	46	3,000	5	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 466	5	3L2' 17W T8EE/ELEE	46	3,000	5	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 457	5	3L2' 17W T8EE/ELEE	46	3,000	5	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 468	6	3L2' 17W T8EE/ELEE	46	3,000	6	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 469	2	3L4' 32W T8EE/ELEE	82	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
Fire Admin Ent	2	3L4' 32W T8EE/ELEE	82	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
" Hall	8	2L2' F40BX/ELIG	72	3,000	8	RAB	EZPANHE2x2-30N/D10		31	31	3,000
" Hall	4	2L2' F40BX/ELIG	72	3,000	4	RAB	EZPANHE2x2-30N/D10		31	31	3,000
RM 504 RR	1	2L3' 25W T8EE/ELEE	45	3,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	2,280
Rm 519	4	3L2' 17W T8EE/ELEE	46	3,000	4	RAB	EZPANHE2x2-30N/D10		31	31	3,000
Rm 501	18	2/26W COMP. HW ELIG	54	3,000	18	RAB	PLT-16-V-840-DIR		16	16	3,000
RM 501	21	3L4' 32W T8EE/ELEE	82	3,000	21	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
RM 501	1	3L4' 32W T8EE/ELEE	82	3,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
"	2	1L4' 32W T8EE/ELEE	28	3,000	2	RAB	KNOOKFA32W		17	17	3,000
RM 520	4	3L4' 28W T8EE/ELEE	72	3,000	4	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 518	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 529	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 505	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 506	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 514 RR	1	2L4' 28W T8EE/ELEE	48	3,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	2,280
RM 517	2	2L4' 28W T8EE/ELEE	48	3,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
RM 561	2	2L4' 28W T8EE/ELEE	48	3,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
RM 518	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP		52	52	3,000
RM 513	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 508	4	3L4' 28W T8EE/ELEE	72	3,000	4	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 511	4	3L4' 28W T8EE/ELEE	72	3,000	4	RAB	EZPANHE2x4-40N/D10		41	41	3,000



Project Scope

" RR	1	2L3' 25W T8EE/ELEE	45	3,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	2,280
" Closet	1	2L4' 28W T8EE/ELEE	48	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
RM 512	4	3L4' 28W T8EE/ELEE	72	3,000	4	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 513	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 530	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM S33	4	3L4' 28W T8EE/ELEE	72	3,000	4	RAB	EZPANHE2x4-40N/D10		41	41	3,000
"RR	1	2L3' 25W T8EE/ELEE	45	3,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	26	26	2,280
RM 534	6	3L4' 28W T8EE/ELEE	72	3,000	6	RAB	EZPANHE2x4-40N/D10		41	41	3,000
Rm 537	1	2L4' 28W T8EE/ELEE	48	3,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	3,000
Rm 539	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
RM 540	2	3L4' 28W T8EE/ELEE	72	3,000	2	RAB	EZPANHE2x4-40N/D10		41	41	3,000
Dorm Hall	21	2L2' F40BX/ELIG	72	8,760	21	RAB	EZPANHE2x4-40N/D10		41	41	8,760
"	3	2L2' F40BX/ELIG	72	8,760	3	RAB	EZPANHE2x4-40N/D10		41	41	8,760
"	2	2/26W COMP. HW ELIG	54	5,824	2	Maxlite	RCF813CSW		13	13	5,824
Rm 556	8	3L4' 28W T8EE/ELEE	72	8,760	8	RAB	EZPANHE2x4-40N/D10		41	41	8,760
RM 558 Kit	7	3L4' 28W T8EE/ELEE	72	8,760	7	RAB	EZPANHE2x4-40N/D10		41	41	8,760
"	4	3L2' 17W T8EE/ELEE	46	8,760	4	RAB	EZPANHE2x2-30N/D10		31	31	8,760
"	1	3L4' 28W T8EE/ELEE	72	8,760	1	RAB	EZPANHE2x4-40N/D10		41	41	8,760
" pantry	2	2L4' 28W T8EE/ELEE	48	1,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	1,000
" Kit	8	2/26W COMP. HW ELIG	54	8,760	8	Maxlite	RCF813CSW		13	13	8,760
"	8	2/26W COMP. HW ELIG	54	8,760			REMOVE				8,760
Dorm Hall											
RM 555	2	3L4' 28W T8EE/ELEE	72	8,760	2	RAB	EZPANHE2x4-40N/D10		41	41	8,760
Rm 541	10	2L4' 28W T8EE/ELEE	48	1,000	10	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	1,000
RR	6	2/26W COMP. HW ELIG	54	1,000	6	Maxlite	RCF813CSW	Y	13	13	760
RM 536	8	3L4' 28W T8EE/ELEE	72	3,000	8	RAB	EZPANHE2x4-40N/D10		41	41	3,000
Rm 550	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
Rm 548	2	2L4' 32W T8/ELIG	60	1,000	2	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 551	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 547	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 546	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 545	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 553	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 544	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 525	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 524	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 526	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 523	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 527	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 522	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
RM 521	1	2L4' 32W T8/ELIG	60	1,000	1	Alpha	CBW-4L(40S2)/840		39	39	1,000
Cust	1	2L4' 28W T8EE/ELEE	48	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP		26	26	500
Hose	10	32W CIRCLINE HW	34	1,000	10	RAB	VANLED40/LC		41	41	1,000
Dorm Stairwell	3	2L4' 32W T8/ELIG	60	8,760	3	Alpha	CBW-4L(40S2)/840		39	39	8,760
Aperatis BG Stairwell	4	2/26W COMP. HW ELIG	54	8,760	4	RAB	PLT-16-V-840-DIR		16	16	8,760
"	2	2/26W COMP. HW ELIG	54	8,760	2	RAB	PLT-16-V-840-DIR		16	16	8,760
"	3	2/26W COMP. HW ELIG	54	8,760	3	RAB	PLT-16-V-840-DIR		16	16	8,760
"	4	26W COMPACT HW	28	8,760	4	RAB	PLT-16-V-840-DIR		16	16	8,760
LL Stairwell	2	38W 2D COMP.HW ELIG	36	8,760	2	RAB	PLT-16-V-840-DIR		16	16	8,760
"	5	38W 2D COMP.HW ELIG	36	8,760	5	RAB	PLT-16-V-840-DIR		16	16	8,760
Cell Stairwell	5	38W 2D COMP.HW ELIG	36	8,760	5	RAB	PLT-16-V-840-DIR		16	16	8,760
"	5	38W 2D COMP.HW ELIG	36	8,760	5	RAB	PLT-16-V-840-DIR		16	16	8,760
Evidence Stairwell	5	38W 2D COMP.HW ELIG	36	8,760	5	RAB	PLT-16-V-840-DIR		16	16	8,760
"	5	38W 2D COMP.HW ELIG	36	8,760	5	RAB	PLT-16-V-840-DIR		16	16	8,760
RM 101	4	3L4' 32W T8EE/ELEE	82	5,824	4	RAB	EZPANHE2x4-40N/D10		41	41	5,824



## PURCHASE AGREEMENT

This Agreement is entered into this day, \_\_\_\_\_, between **Town of East Hartford, 740 Main Street, East Hartford, CT 06108** ("Client") and **Environmental Systems Corp., 18 Jansen Court, West Hartford, CT 06110** ("ESC"), for work to be performed at 31 School Street, East Hartford, CT 06108 (the "Property").

### 1. Scope of Work; Commencement of Work

The scope of work (the "Work") shall be as set forth in the attached ESC proposal dated November 28, 2022 (the "Proposal"). Additionally, ESC will be responsible for all closeout inspections and documentation to Eversource for Client to obtain incentive monies. All Work under this Agreement is performed in all material respects in a good and workmanlike manner and in compliance with all applicable building laws, codes, ordinances and regulations promulgated by any governmental or quasi-governmental authority, and in compliance with the plans and specifications set forth or referenced in the Proposal. The Work shall be performed by ESC and such subcontractors as ESC in its discretion retains to aid in completion of the scope of work. The work is estimated to be started on March 1, 2023.

### 2. Contract Price

The Contract Price shall be \$318,029.00 which includes the base project price of \$319,029.00 with no applicable sales tax as indicated in the Proposal. The Contract Price shall be subject to additions and deductions only as provided in the Proposal or in this Agreement, as applicable.

A summary of the Project economic breakdown is as follows:

- **Total Contract Price** - \$318,029.00
- **Eversource Incentives** - \$169,618.68 (to be paid directly to ESC by utility after final inspection)
- **Net Amount required from Town of East Hartford**- \$148,410.32

### 3. Terms of Payment

Net amount is to be paid directly to ESC by Client and/or Eversource's lending agent, in progress payments based on the project's schedule. Final payment to be paid by Eversource municipal loan.

Client shall assign Energy Efficiency incentive payments from Eversource, as detailed in their Letter of Agreement, dated November 14, 2022 (the "LOA"), to ESC as final payment for this project. Should actual incentive payment amount from Eversource differ from the expected incentive amount, Client shall be responsible for paying the difference to satisfy the total contract price.

### 4. Terms and Conditions

(a) Project services provided by this agreement will be performed during normal working hours unless otherwise noted and agreed upon. Normal working hours are defined as 7:30am to 3:30pm Monday through Friday excluding holidays.

(b) Reasonable and safe access to the equipment to be serviced or repaired shall be provided to ESC. Equipment shall be permitted to start and stop as required to perform necessary installation or repairs.

(c) The equipment and workmanship guarantees under this agreement are conditioned upon the Client's proper operations and maintenance of the equipment and controls systems. Proper operations and maintenance are set in accordance with manufactures and or industry accepted recommendations.

(d) ESC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control, including but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power failures, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays of transportation, fuel, labor of materials, or malicious mischief.

(e) Energy calculations are based upon usage and cost information provided by the Client. All reasonable efforts have been made to ensure that the estimated results obtained by using industry accepted standards are accurate. ESC cannot predict or control the Client's utility commodity pricing which can and or will affect the actual savings achieved. Project savings are based on energy units and not unit costs. Savings calculated by the energy models are not guaranteed due to ESC's inability to control utility pricing, building use or Client's operations and maintenance of the systems and/or equipment.

(f) ESC shall warrant automated systems controls to the extent of the manufacturer's warranty providing all hardware and software repairs, modifications, revisions and/or changes are made or approved by authorized an ESC representative.

## 5. Insurance; Permits and Approvals

(a) **ESC's Insurance:** Per state contract (as defined in paragraph 1).

(b) **Client's Insurance:** Client shall have in full force and effect "all risk" property insurance.

(c) **Permits and Approvals:** ESC shall secure any permits, fees, licenses and inspections by governmental agencies which are legally required in connection with the Work. The cost of said permits and fees shall be borne by the Client, and shall be added to the Contract Price, if not included the Proposal.

## 6. Written Change Orders

Any modifications or changes to the Proposal, whether requested by Client or ESC, shall be effective only if in writing and said writing has been executed by both an authorized officer or representative of Client and an authorized officer or representative of the ESC. Any such writing shall contain, at a minimum, the following:

(a) The change in the Work to be performed;

(b) The amount of the adjustment, if any, to the Contract Price, and

(c) The extent of the adjustment, if any, in the Completion Date (as hereinafter defined).

## 7. Substantial Completion

ESC will substantially complete the Work on or before June 1, 2023 (the "Completion Date"). Notwithstanding the foregoing, ESC shall not be liable for, and Client waives any rights to assert any claims, recover any damages, or seek reimbursement of any expenses caused by any failure of ESC to perform its obligations by the Completion Date where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of utilities, and Client shall not have a right to terminate this Agreement under Section 8 (Termination) in such circumstances. In the event any of the said circumstances prevent ESC from completing the Work by the Completion Date, ESC shall complete the Work as speedily as circumstances permit thereafter.

## 8. Termination

(a) This Agreement may be terminated by either party upon written notice for cause, as specified herein.

"Cause" is hereby defined to mean:

- a. The failure of the ESC to perform its duties or obligations hereunder in a material way and the continued failure of the ESC to observe or perform the same for a period of ten (10) days subsequent to the date of its receipt of written notice from the Client specifying the default, provided that, such ten (10) day period shall be extended for such time as is reasonably necessary to cure such default (but not to exceed thirty (30) additional days), if the default is in fact susceptible to cure, ESC has commenced the curing of such default within said ten (10) day period and is diligently pursuing the completion of such cure.
  - b. The failure of Client to perform its duties or obligations hereunder in a material way and the continued failure of the Client to observe or perform the same for a period of ten (10) days subsequent to the date of its receipt of written notice from the Project Manager specifying the default; provided that such ten (10) day period shall be extended for such time as is reasonably necessary to cure such default (but not to exceed thirty (30) additional days) if the default is susceptible to cure, Client has commenced the curing of such default within said period and is diligently pursuing the completion of such cure. Notwithstanding the foregoing, if Client has failed to make payment to ESC within the time limited in this Agreement, ESC shall not be required to continue the work until Client has paid any past due amount.
- (b) In the event that a petition in bankruptcy is filed by or against the Client or ESC, or in the event that either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement immediately upon written notice to the other party; provided, however, that to the extent that either party has liabilities or obligations existing as of the date of such termination, such liabilities or obligations shall not be forgiven, but must be met and satisfied notwithstanding such termination.

## 9. Notices

Any notice required to be given hereunder shall be given to either Client or ESC, as applicable, at the following addresses, via US Postal Service certified mail, return receipt request:

*To ESC:*

Environmental Systems Corp.  
18 Jansen Court, West Hartford, CT 06110

*To Client:*

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

## 10. Governing Law.

The provisions hereto shall be governed and interpreted by the laws of the State of Connecticut. Each party to this Agreement hereby (a) submits to personal jurisdiction in the state of Connecticut over any suit, action or proceeding by any person arising from or relating to this agreement, (b) agrees that any such action, suit or proceeding may be brought in any state or federal court of competent jurisdiction in the state of Connecticut, (c) submits to the jurisdiction of such courts, and, (d) to the fullest extent permitted by law, each party agrees that it will not bring any action, suit or proceeding in any other forum.

## 11. Attorney's Fees.

In the event either of the parties hereto shall institute any action or proceeding against the other party relating to this Agreement, the unsuccessful party in such action or proceeding shall reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorney's fees as fixed by the court.

## 12. Agreement

The agreement between the parties consists of this purchase agreement and the terms and provisions of the State of Connecticut Department of Administrative Services Contract 18PSX0104 ("State Contract"). In the event of a conflict between this Purchase Agreement and the State contract, the terms of the State contract shall prevail.

**Town of East Hartford**

**Environmental Systems Corp.**

Signed:

Signed:

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Attached:*

- *Energy Efficiency Proposal dated November 28, 2022*
- *Eversource Energy Services Letter of Agreement dated November 14, 2022*



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

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: RESOLUTION: ARPA Reallocation

---

Attached are two draft Town Council resolution creating new American Rescue Plan Act (ARPA) projects and reallocating funds from several existing ARPA Accounts to finance the new projects.

Please note that the funds that are being moved include the ARPA Unallocated Balance in the amount of \$130,044 that was created through the changes approved by the Council at its October 4, 2022 meeting.


Please place this item on the Town Council agenda for the December 13, 2022 meeting.

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

GRANTS ADMINISTRATION  
MEMORANDUM

---

**TO:** Mayor Michael P. Walsh

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

**SUBJECT:** Request for Council Action – Adjustments to American Rescue Plan Act (ARPA) Account Allocations

**DATE:** December 2, 2022

---

Attached are two draft Town Council resolution creating new American Rescue Plan Act (ARPA) projects and reallocating funds from several existing ARPA Accounts to finance the new projects.

Please note that the funds that are being moved include the ARPA Unallocated Balance in the amount of \$130,044 that was created in the through the changes approved by the Council at its October 4, 2022 meeting.

A spreadsheet detailing the requested changes is also attached.

I respectfully request that these items be placed on the Town Council agenda for their meeting to be held on December 13, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Melissa McCaw, Finance Director



I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 13th day of December, 2022

## **RESOLUTION**

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

**WHEREAS;** in order to most effectively use these funds, the authorization of new projects is periodically necessary;

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to add the following to the approved list of ARPA Projects:

1. "COVID-19 Response Retroactive Pay: Emergency Dispatchers Teamsters #671"
2. "COVID-19 Response Retroactive Pay: Supervisors AFSCME #818"
3. "COVID-19 Response Retroactive Pay: CSEA Local #2001"
4. "COVID-19 Response Retroactive Pay: Fire IAFF #1548"
5. "Church Corners Inn Predevelopment"
6. "Golf Course Restaurant - Renovations"
7. "New Covenant United Methodist Church Soup Kitchen"
8. "East Hartford Police Department/Social Services Community Mental Health Coordinator"

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 13th day of December, 2022

## **RESOLUTION**

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

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

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

1. Transfer \$10,000 from "COVID Other Public Health Services" to "ARPA Unallocated Balance"
2. Transfer \$509,827.00 from "Small Business Support and Resources – Qualified Census Tracts" to "ARPA Unallocated Balance"
3. Transfer \$100,000 from "East Hartford Interfaith Ministries" to "ARPA Unallocated Balance"
4. Transfer \$250,000 from "Police & Youth Services Violence Prevention Program" to "ARPA Unallocated Balance"
5. Transfer \$250,000 from "Police and Social Worker Response Pilot" to "ARPA Unallocated Balance"
6. Transfer \$12,750 from "ARPA Unallocated Balance" to "COVID-19 Response Retroactive Pay: Emergency Dispatchers Teamsters #671"

## Proposed ARPA Reallocations

**13-Dec-22**

	Final Council	Revised Council	Proposed	Proposed
	Distribution	Distribution	Reallocations	Distribution
PROJECT	2-1-2022	9/20/2022	12/13/2022	12/13/2022
Renovation of North End Community Center	\$ 1,865,000	\$ -		\$ -
<i>COVID Other Public Health Services</i>	\$ 200,000	\$ 175,000	\$ (10,000)	\$ 165,000
Meal Program Senior Center	\$ 800,000	\$ 720,000		\$ 720,000
Expansion of Community Garden/Greenhouse	\$ 75,000	\$ 75,000		\$ 75,000
Digital Inclusion Project Manager	\$ 100,000	\$ 100,000		\$ 100,000
ReadyCT Career-Connected Learning for HS Stds.	\$ 800,000	\$ 800,000		\$ 800,000
East Hartford Works	\$ 800,000	\$ 800,000		\$ 800,000
<i>Small Business Support and Resources - QCT</i>	\$ 3,445,000	\$ 3,445,000	\$ (509,827)	\$ 2,935,173
Small Business Support and Resources - Non-QCT	\$ 1,000,000	\$ 1,000,000		\$ 1,000,000
Interval House	\$ 100,000	\$ 100,000		\$ 100,000
<i>East Hartford Interfaith Ministries</i>	\$ 100,000	\$ 100,000	\$ (100,000)	\$ -
Support for the Arts in East Hartford	\$ 200,000	\$ 200,000		\$ 200,000
Renovation & ADA Accessibility – Wickham Library	\$ 3,500,000	\$ 3,500,000		\$ 3,500,000
<i>Police &amp; Youth Services Violence Prevention Prog.</i>	\$ 250,000	\$ 250,000	\$ (250,000)	\$ -
<i>Police and Social Worker Response Pilot</i>	\$ 250,000	\$ 250,000	\$ (250,000)	\$ -
Goodwin U/CRDA Storm Water	\$ 900,000	\$ 900,000		\$ 900,000
Technology Upgrades	\$ 500,000	\$ 480,000		\$ 480,000
Administrative Expenses	\$ 219,017	\$ 204,228		\$ 204,228
Expansion of Staff for Senior Center	\$ 200,000	\$ 180,000		\$ 180,000
Public Safety Impound Garage	\$ 1,422,051	\$ 1,422,051		\$ 1,422,051
Repairs to Historic Properties	\$ 1,500,000	\$ 1,250,000		\$ 1,250,000
Town Hall Improvements (non-HVAC)	\$ 1,500,000	\$ 1,500,000		\$ 1,500,000
Town Hall HVAC Replacement	\$ 3,500,000	\$ 6,139,000		\$ 6,139,000
McAuliffe Railroad Crossing	\$ 500,000	\$ 500,000		\$ 500,000
COVID Retro. Pay: EH Police Officers' Assn.	\$ 125,000	\$ 122,000		\$ 122,000
COVID Retro. Pay: Local 1174, Council 4, AFSCME	\$ 210,000	\$ 146,245		\$ 146,245
Other Non-profits	\$ 500,000	\$ -		\$ -
Summer Enrichment Program at the Library		\$ 72,500		\$ 72,500
<b>COVID Retro. Pay: Local 671 Teamsters</b>	\$ -	\$ -	\$ 12,750	\$ 12,750
<b>COVID Retro. Pay: Supervisors Local 818</b>	\$ -	\$ -	\$ 20,800	\$ 20,800
<b>COVID Retro. Pay: Town Hall CSEA Local 2001</b>	\$ -	\$ -	\$ 62,250	\$ 62,250
<b>COVID Retro. Pay: IIAF Local 1548</b>	\$ -	\$ -	\$ 120,000	\$ 120,000
<b>Church Corners Inn Predevelopment</b>	\$ -	\$ -	\$ 350,000	\$ 350,000
<b>Golf Course Restaurant - Renovations</b>	\$ -	\$ -	\$ 125,000	\$ 125,000
<b>New Covenant United Methodist Soup Kitchen</b>			\$ 50,000	\$ 50,000
<b>EHPD/Social Services Comm Mental Health Coord.</b>	\$ -	\$ -	\$ 509,071	\$ 509,071
<i>Available Balance post-9/20/2022</i>	\$ -	\$ 130,044	\$ (130,044)	\$ -
<b>TOTAL</b>	<b>\$ 24,561,068</b>	<b>\$ 24,561,068</b>	<b>\$ -</b>	<b>\$ 24,561,068</b>
Reductions in <i>italics</i> ; new allocations in <b>Bold</b>				



## MEMORANDUM

**DATE:** November 30, 2022

**TO:** All East Hartford Town Councilors

**FROM:** Mike Walsh, Mayor 

**TELEPHONE:** (860) 291-7201

**RE:** **East Hartford Interfaith Ministries (EHIM) Closing – Friendship Soup Kitchen Reestablished**

---

As we have heard, the East Hartford Interfaith Ministries (EHIM) is closing down effective December 31, 2022 after a 42 year period of serving the community of East Hartford through the coordination of local churches.

While the loss of EHIM will be felt throughout the community, the greatest impact will be the loss of the Friendship Soup Kitchen, run three days per week from the St. John's Episcopal Church at Main Street and Burnside Avenue. Currently, approximately 70 people are served a meal per day via the soup kitchen.

Related to funding provided by the Town to the Friendship Soup Kitchen, Community Development Block Grant funds (CDBG) are provided annually in the amount of \$20,000 to assist EHIM in the completion of this task on behalf of the community. Additionally, American Rescue Plan Act (ARPA) funding in the amount of \$100,000 was designated to EHIM in 2021, but not yet provided to them.

In an effort to reestablish the Friendship Soup Kitchen so as not to have any disruption in service, by way of this memo, I am pleased to announce that the New Covenant United Methodist Church on Church Street has stepped forward and under the direction of Reverend Jackson, is willing to take over the operation of the soup kitchen.

As a bit of background, through the Police Department's Clergy Group organized and led by Ted Branon, two churches were identified as possibly having the capacity to take over the EHIM Soup Kitchen mission. New Covenant United Methodist Church was chosen in part because they currently run a two day a week soup kitchen and have the necessary food handling licenses, kitchen facilities, and equipment to make this a natural extension of something they are already doing. However, some Town support to enlarge their capabilities is needed.

Because this represents an expansion of their existing offering, moving forward, we'd like to reprogram the annual CDBG grant allocation from EHIM to New Covenant United Methodist Church and use approximately \$50,000 of the \$100,000 of ARPA earmarked for EHIM to allow New Covenant United Methodist Church the opportunity to upgrade their electrical services to handle additional refrigeration units, to set up additional dry storage for a pantry, and to provide a funding source so that the extension of this service on behalf of the community does not create any financial hardship on their congregation.

Paul O'Sullivan under separate cover has provided the paperwork for the Council to reprogram these funds so as not to create a lapse in the soup kitchen mission during a time of continued food insecurity due both to COVID-19 and the economic downturn. Please let me know if you have any questions or concerns. Thank you.

Cc: Paul O'Sullivan  
Melissa McCaw  
Eileen Buckheit  
Connor Martin  
Ted Branon



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: RESOLUTION: ACP Outreach Grant Program: National Competitive Outreach Program

---

The Town of East Hartford is looking to apply for funding under the Affordable Connectivity Program (ACP) Outreach Grant Program: National Competitive Outreach Program for a collaborative project led by the East Hartford Public Library on behalf of the Library Connection, Inc. (LCI) member libraries.

The ACP is a \$14.2 billion FCC benefit program that helps ensure that qualifying low-income households can afford the broadband they need for work, school, healthcare, and more.

Please place this item on the Town Council agenda for the December 13, 2022 meeting.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
S. Morgan, Library Director

GRANTS ADMINISTRATION  
MEMORANDUM

---

**TO:** Mayor Michael P. Walsh

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

**SUBJECT:** Council Resolution – ACP Outreach Grant Program: National Competitive Outreach Program

**DATE:** December 2, 2022

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Federal Communications Commission (FCC) for funding under the Affordable Connectivity Program (ACP) Outreach Grant Program: National Competitive Outreach Program for a collaborative project led by the East Hartford Public Library on behalf of the Library Connection, Inc. (LCI) member libraries.

The ACP is a \$14.2 billion FCC benefit program that helps ensure that qualifying low-income households can afford the broadband they need for work, school, healthcare, and more. The ACP plays an integral role in helping to bridge the broadband affordability gap, which is an ongoing priority for Congress, the FCC, and across the federal government.

LCI is a non-profit cooperative of libraries that share an integrated library system and other technological innovations to add value through collaboration.

East Hartford Public Library's digital navigators currently work on a small scale to sign residents up for the ACP. Through this work, staff have developed the specialized expertise necessary to lead a regional effort reaching across the 31 towns of the LCI consortium. As the lead applicant, East Hartford will provide program leadership for the collaborative venture.

Each participating community will receive a share of services, with the percentage assigned to each community determined by a formula. Consortium members have agreed that as the grant lead, East Hartford will receive more than its proportional share of services.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on December 13, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Sarah Morgan, Library Director

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Affordable Connectivity Outreach Grant Program: National Competitive Outreach Program (NCOP)

Funder: Federal Communications Commission (FCC)

Grant Amount: To be determined (likely between \$300,000 - \$400,000)

Frequency:  One time     Annual     Biennial     Other \_\_\_\_\_

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

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    The ACP Outreach Grant Program will help increase awareness of and participation in the ACP among eligible households.

Results achieved:    Increase awareness of and participation in the ACP among those households most in need of affordable connectivity in East Hartford and LCI member towns.

Duration of grant:    2 years beyond March 2023 start date

Status of application: Under development

Meeting attendee:    Library Director Sarah Morgan, x4340

Comments:    None

## Affordable Connectivity Outreach Grant Program – Fact Sheet

### BACKGROUND

On August 5, 2022, the Federal Communications Commission (FCC) established the Affordable Connectivity Outreach Grant Program (ACP Outreach Grant Program) to raise awareness about the nation's largest ever broadband affordability effort, the Affordable Connectivity Program (ACP). The [ACP](#) is a \$14.2 billion FCC benefit program that helps ensure that qualifying low-income households can afford the broadband they need for work, school, healthcare and more. The ACP plays an integral role in helping to bridge the broadband affordability gap, which is an ongoing priority for Congress, the FCC, and across the federal government. The [ACP Grant Program Second Report and Order](#) directs the Consumer and Governmental Affairs Bureau (CGB) to develop, administer, and manage the grant program, with a focus on reaching historically underserved communities.

### OVERVIEW

Through this ACP Outreach Grant Program, the FCC seeks to enlist and empower trusted community messengers to develop innovative outreach strategies to reach historically underserved and unserved communities. This includes providing those partners with the funding and resources needed to increase participation among eligible, low-income households in need an affordable internet connection.

The ACP Outreach Grant Program is comprised of four complementary grant programs:

- National Competitive Outreach Program (NCOP)
- Tribal Competitive Outreach Program (TCOP)
- Your Home, Your Internet Pilot Program (YHYI) Outreach Grants
- ACP Navigator Pilot Program (NPP) Outreach Grants

The ACP Outreach Grant Program NOFO will solely focus on NCOP and TCOP. A separate NOFO will be released on November 21, 2022, for applicants seeking grant funds for the BHYI and NPP pilot programs.

### PROGRAM GOAL AND OBJECTIVES

The Goal and Objectives for the ACP Outreach Grant Program are as follows:

- **Goal:** The goal of the ACP Outreach Grant Program is to facilitate the promotion of the ACP and increase awareness of and participation in the ACP among eligible households.
- **Objectives:** To support the ACP Outreach Grant Program goal, the FCC has identified three objectives:
  - Expand and support diverse and impactful outreach efforts nationwide;
  - Strengthen outreach partners nationwide by empowering them to mobilize people and organizations to help raise awareness about the ACP; and
  - Increase ACP enrollment as a result of ACP Outreach Grant Program funded activities.



I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 13th day of December, 2022

### RESOLUTION

**WHEREAS;** the Federal Communications Commission (FCC) has made funding available through the Affordable Connectivity Program (ACP) Outreach Grant Program, and

**WHEREAS;** this program can provide funding and resources needed to increase awareness of and participation in the ACP among those households most in need of affordable connectivity,

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the FCC as they pertain to this Affordable Connectivity Program (ACP) Outreach Grant Program.

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

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_\_ day of December, 2022.


Seal

Signed: \_\_\_\_\_  
Jason Marshall, Town Council Clerk

allocation



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: RESOLUTION: Application to the Hartford Foundation for Public Giving for Basic Human Needs Fund Grant

---

The Town of East Hartford is looking to apply to the Hartford Foundation for Public Giving (HFPG) for a Basic Human Needs Fund Grant. The grant is in the amount of \$16,000 and no local match is required. These funds will support food, personal care items and pantry supplies needed at local food bank sites.

Please place this item on the Town Council agenda for the December 13, 2022 meeting.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Basic Human Needs Fund

Funder: Hartford Foundation for Public Giving

Grant Amount: \$16,000.00

Frequency:  One time  Annual  Biennial  Other \_\_\_\_\_

First year received:	<u>2019</u>		
Last 3 years received:	<u>2021</u>	<u>2020</u>	<u>2019</u>
Funding level by year:	<u>\$15,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>

Is a local match required?  Yes  No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: The Hartford Foundation's Basic Human Needs Program focuses on providing a safety net and improving the lives of residents in Greater Hartford. The program supports nonprofits as they do vital on-the-ground work and prevent residents from losing their jobs, falling into homelessness or facing another day without food.

Results achieved: Food and Supply Assistance for the East Hartford Combined Churches Food Bank Program

Duration of grant: One year

Status of application: Submitted\*


Meeting attendee: Laurence Burnsed, x7321

Comments: \*Grant deadline did not allow time for Council consideration prior to the due date. Application will be withdrawn is Council approval is not secured.

GRANTS ADMINISTRATION  
MEMORANDUM

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**TO:** Mayor Michael P. Walsh

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

**SUBJECT:** Council Resolution – Application to the Hartford Foundation for Public Giving for Basic Human Needs Fund Grant

**DATE:** December 2, 2022

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Hartford Foundation for Public Giving (HFPG) for a Basic Human Needs Fund Grant.

Rising costs for housing, food, energy, medical needs and transportation exacerbate the ability of many low-income East Hartford residents to cover their basic human needs. Too often these individuals and families with small children have to make hard decisions -- they're forced into choosing between rent and other necessities, buying food that is less healthy, or forgoing health care or childcare.

The Town's application requests \$16,000 to support food, personal care items, and pantry supplies needed by food bank sites. The Social Services program administers a centralized referral service for East Hartford Combined Churches' Emergency Food Banks and site coordination for two of the four mobile Foodshare locations in East Hartford.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on December 13, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 13th day of December, 2022

## R E S O L U T I O N

**WHEREAS;** the Hartford Foundation for Public Giving has made funding available under its Basic Human Needs Program, and;

**WHEREAS;** this program focuses on providing a safety net to improve the lives of low-income residents of Greater Hartford by helping residents facing the challenges of hunger, homelessness, domestic violence, mental health challenges and lack of access to other necessities,

**NOW THEREFORE LET IT BE RESOLVED;** that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Hartford Foundation for Public Giving as they pertain to this Basic Human Needs grant.

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

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_\_ day of December, 2022.

Seal

Signed: \_\_\_\_\_  
Jason Marshall, Town Council Clerk



## BASIC HUMAN NEEDS



### Outcome Area:

## Basic Human Needs

As part of our efforts to dismantle structural racism and advance equity in social and economic mobility in Greater Hartford's Black and Latinx communities, the Hartford Foundation supports **basic human needs** in our region, applying an equity lens to the systems and programs that address food and housing, physical and mental health and the digital divide.

### OUR DESIRED OUTCOMES

- Increase food security

Our Strategic  
Commitment

### Our Outcome Areas

Higher Opportunity

Neighborhoods

Employment

Opportunities

Basic Human Needs

Arts and Culture

Civic and Resident

Engagement

Capacity Building

Strategic Learning and  
Evaluation

Community Leadership

Grantmaking and  
Investment

Public Policy

- Increase homeless diversion
- Increase accessible and stable vital human services (food, shelter, physical and mental health, and internet)

HFPG Impact! Greater  
Hartford

New & Noteworthy

## WHY THIS IS A PRIORITY

Addressing the basic human needs of our region is critical to achieving success in all other outcome areas. We want all our residents to thrive, and that can't happen when people are experiencing hunger, homelessness, domestic violence, mental health challenges and lack of access to other necessities.

Rising costs for housing, food, energy, medical needs and transportation exacerbate the ability of many low-income residents to cover their basic human needs. Each year, too many of our residents fall further behind. Individuals and families with small children have to make hard decisions – they're forced into choosing between rent and other necessities, buying food that is less healthy, or forgoing health care or childcare.

The Hartford Foundation's Basic Human Needs Program focuses on providing a safety net and improving the lives of residents in Greater Hartford. We support nonprofits as they do vital on-the-ground work and prevent residents from losing their jobs, falling into homelessness or facing another day without food. Our support for basic human needs provides a necessary foundation for all of our other work to be successful.



## Our Outcome Areas


### Data Sources:

DataHaven 2020 Well-Being Survey;  
DataHaven COVID-19 in CT Data  
Analysis; DataHaven Towards Health  
Equity in Connecticut; CT Data  
Collaborative; Cleveland and Atlanta  
Federal Reserve Banks; Census Data;  
Guiding A Giving Response to Anti-  
Black Injustice – a collaboration of the  
Association of Black Foundation  
Executives and The Bridgespan Group;  
Americans for the Arts COVID-19  
Survey; 2019 KIDS Count Data Book

**FOR MORE  
INFORMATION  
ABOUT OUR BASIC**



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: RESOLUTION: CDBG-CV Reprogramming

---

Attached is a draft Town Council resolution requesting the reprogramming of \$60,000 in Community Development Block Grant Coronavirus (CDBG-CV) funds from the North End Senior Center COVID Response Center account to a Narcotic Electronic Storage System Account.

At the Town Council meeting held on January 19, 2022, the Council approved the Town's plan for the expenditure of \$766,793 in CDBG-CV funds. This plan included \$200,000 for physical improvements for the conversion of the former North End Senior Center into the Town's COVID Response Center. To date, \$72,357 has been expended on this project. Since no further work is anticipated on this facility, the Town requests the reallocation of \$60,000 from this project to fund the East Hartford Fire Department's Narcotic Electronic Storage System.


Please place this item on the Town Council agenda for the December 13, 2022 meeting.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
K. Munson, Fire Chief  
J. Recker, Chief Medical Officer, EHFD



GRANTS ADMINISTRATION  
MEMORANDUM

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**TO:** Mayor Michael P. Walsh  
**FROM:** Paul M. O'Sullivan, Grants Manager   
**SUBJECT:** Referral to Council – CDBG-CV Reprogramming  
**DATE:** December 2, 2022

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Attached is a draft Town Council resolution requesting the reprogramming of \$60,000 in Community Development Block Grant Coronavirus (CDBG-CV) funds from the North End Senior Center COVID Response Center account to a Narcotic Electronic Storage System Account.

At the Town Council meeting held on January 19, 2022, the Council approved the Town's plan for the expenditure of \$766,793 in CDBG-CV funds. This plan included \$200,000 for physical improvements for the conversion of the former North End Senior Center into the Town's COVID Response Center. To date, \$72,357 has been expended on this project.

Since no further work is anticipated on this facility, the Town requests the reallocation of \$60,000 from this project to fund the East Hartford Fire Department's Narcotic Electronic Storage System. This project is an eligible CDBG activity under federal regulation 24 CFR 270.201(e).

The legal notice (see attached) announcing the Town's intent to reprogram these funds was published in The Hartford Courant on October 25, 2022. The citizen comment period ended November 25, 2022. No comments were received.

I have attached two emails that describe the storage system in more detail.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on December 13, 2022. Please contact me at extension 7206 if you have any questions.

Attachments (3)

Cc: Eileen Buckheit, Development Director  
Kevin Munson, Fire Chief  
Josh Recker, Chief Medical Officer, EHFD

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 13<sup>th</sup> of December, 2022.

### **RESOLUTION**

WHEREAS, the Town of East Hartford has \$60,000 in Community Development Block Grant Coronavirus (CDBG-CV) funds available for reprogramming from the Forty-sixth Program Year (2020-2021) North End Senior Center COVID Response Center account; and

WHEREAS, the Town desires to use those funds to establish a Narcotic Electronic Storage System account to be used for an electronic inventory control system allowing East Hartford paramedics to manage the storage of Class 1 controlled substances in compliance with state and DEA guidelines; and

WHEREAS, in accordance with the Grants Administration Office's Citizen Participation Plan, a 30 calendar day citizen comment period was provided through the publication of a legal notice on October 25, 2022.

NOW, THEREFORE, BE IT RESOLVED that the East Hartford Town Council does authorize the reprogramming of the aforementioned 46th Year funds for Narcotic Electronic Storage System account.

AND FURTHER, BE IT RESOLVED that the East Hartford Town Council does authorize its Mayor, Michael P. Walsh, to act as a representative of the Town and to submit such documents as may be necessary to enact this reprogramming to the US Department of Housing and Urban Development.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this \_\_\_\_ day of December, 2022.

---

Jason Marshall, Town Council Clerk

## O'Sullivan, Paul

---

**From:** Recker, Josh  
**Sent:** Tuesday, November 29, 2022 8:51 AM  
**To:** O'Sullivan, Paul; Ross, Sara  
**Subject:** RE: Narcotic Electronic Storage system

Will do!

To add to what Sara already said, This is an inventory control system that allows paramedics to access only one narcotic kit at a time and return used kits in a way that they aren't accessible once returned. It also tracks narcotic usage (basically creates a record tying the medication to a patient). Additionally, Knox Med Vaults, which are vaults with an electronic lock accessible with a PIN, would be installed on each paramedic vehicle. This would allow electronic chain of custody tracking for kits stored on the vehicles.

I hope this helps.

Thanks,

### Josh Recker

Chief Medical Officer  
East Hartford Fire Department  
[31 School Street](#)  
[EastHartford, CT 06108](#)  
[jrecker@easthartfordct.gov](mailto:jrecker@easthartfordct.gov)  
C-860-209-6488  
O-860-291-7424



**PRIVILEGED AND CONFIDENTIAL:** The information contained in this electronic message and any attachments are confidential property and intended only for the use of the addressee. Any interception, copying, accessing, or disclosure or distribution of this message is prohibited, and sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the sender immediately and purge the message you received.

---

**From:** O'Sullivan, Paul <posullivan@easthartfordct.gov>  
**Sent:** Monday, November 28, 2022 8:14 AM  
**To:** Ross, Sara <Sross@easthartfordct.gov>  
**Cc:** Recker, Josh <JRecker@easthartfordct.gov>  
**Subject:** RE: Narcotic Electronic Storage system

Thanks Sara. Could you do up the Council materials like you do when a similar change is made for CDBG? Stop by my office to discuss if you intended to do things another way.

Josh, please let the Chief know that he will be needed to attend the Council meeting on Dec 13<sup>th</sup> to give an explanation of what this is and why it is needed. I don't trust myself to have enough knowledge on this subject to be able to explain it clearly, and I think that's important when you're dealing with narcotics.

Thanks,  
Paul

Paul M. O'Sullivan  
Grants Manager  
Town of East Hartford

**From:** Ross, Sara <[SRoss@easthartfordct.gov](mailto:SRoss@easthartfordct.gov)>  
**Sent:** Friday, November 25, 2022 3:07 PM  
**To:** O'Sullivan, Paul <[posullivan@easthartfordct.gov](mailto:posullivan@easthartfordct.gov)>  
**Cc:** Recker, Josh <[JRecker@easthartfordct.gov](mailto:JRecker@easthartfordct.gov)>  
**Subject:** Narcotic Electronic Storage system

Paul,

Per your request, here is some additional information describing the narcotic electronic storage system.

Josh, please step in to clarify/correct my description.

Currently the paramedics must go to St. Francis 2-4 times per week to dispense of any narcotics utilized and to get any new narcotics. The DEA requires an electronic "registration" system which records the chain of contact for each narcotic dispensed. It's really an inventory control system and includes a "med vault" in the trucks...sort of like a vending machine that dispenses narcotics (that's my visual although it might not be correct).

By purchasing this system, paramedics will save approximately 3 hours a week in traveling to St. Francis. During this time, an entire "crew" is out of the service area of East Hartford and unable to respond to emergencies. Since the pandemic, serious car accidents (where narcotics might be required) have increased substantially.

I hope this helps.

Sara

Sara E. Ross  
Housing Planning Analyst  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
860-291-7210

Standard Room needs:

- Videotaping and cablecasting (by Channel 5)
- Audio recording
- AV presentation (PC based)

Executive Session AND REG MEETING


Meeting Date	Res Start	Res End	Meeting Time	NOTES
1/3/2023	6:00 PM	11:00 PM	6:00 PM	
1/17/2023	6:00 PM	11:00 PM	6:00 PM	
2/7/2023	6:00 PM	11:00 PM	6:00 PM	
2/21/2023	6:00 PM	11:00 PM	6:00 PM	
3/4/2023	7:30 AM	5:00 PM	Noon	Room for Budget Workshop Lunch
3/7/2023	6:00 PM	11:00 PM	6:00 PM	
3/21/2023	6:00 PM	11:00 PM	6:00 PM	
4/4/2023	6:00 PM	11:00 PM	6:00 PM	
4/18/2023	6:00 PM	11:00 PM	6:00 PM	
5/2/2023	6:00 PM	11:00 PM	6:00 PM	
5/16/2023	6:00 PM	11:00 PM	6:00 PM	
6/6/2023	6:00 PM	11:00 PM	6:00 PM	
6/20/2023	6:00 PM	11:00 PM	6:00 PM	
7/11/2023	6:00 PM	11:00 PM	6:00 PM	July Meeting is on 2nd Tuesday
8/1/2023	6:00 PM	11:00 PM	6:00 PM	
8/15/2023	6:00 PM	11:00 PM	6:00 PM	
9/5/2023	6:00 PM	11:00 PM	6:00 PM	
9/19/2023	6:00 PM	11:00 PM	6:00 PM	
10/3/2023	6:00 PM	11:00 PM	6:00 PM	
10/17/2023	6:00 PM	11:00 PM	6:00 PM	
11/1/2023	6:00 PM	11:00 PM	6:00 PM	Added meeting in adv of Election
11/13/2023	6:00 PM	11:00 PM	6:00 PM	Organizational Meeting
11/21/2023	6:00 PM	11:00 PM	6:00 PM	
12/12/2023	6:00 PM	11:00 PM	6:00 PM	

Regular Meeting

Meeting Date	Rental Start	Rental End	Meeting Start	
1/3/2023	7:00 PM	11:00 PM	7:30 PM	
1/17/2023	7:00 PM	11:00 PM	7:30 PM	
2/7/2023	7:00 PM	11:00 PM	7:30 PM	
2/21/2023	7:00 PM	11:00 PM	7:30 PM	
2/27/2023	6:00 PM	11:00 PM	6:30 PM	Budget Workshop
3/1/2023	6:00 PM	11:00 PM	6:30 PM	Budget Workshop
3/4/2023	7:30 AM	5:00 PM	8:30 AM	Budget Workshop
3/6/2023	6:00 PM	11:00 PM	6:30 PM	Budget Workshop
3/7/2023	7:00 PM	11:00 PM	7:30 PM	
3/8/2023	6:00 PM	9:00 PM	7:00 PM	Public Hearing for Budget
3/13/2023	6:00 PM	9:00 PM	7:00 AM	Special Meeting for Budget
3/21/2023	7:00 PM	11:00 PM	7:30 PM	
4/4/2023	7:00 PM	11:00 PM	7:30 PM	
4/18/2023	7:00 PM	11:00 PM	7:30 PM	
5/2/2023	7:00 PM	11:00 PM	7:30 PM	
5/16/2023	7:00 PM	11:00 PM	7:30 PM	
6/6/2023	7:00 PM	11:00 PM	7:30 PM	
6/20/2023	7:00 PM	11:00 PM	7:30 PM	
7/11/2023	7:00 PM	11:00 PM	7:30 PM	July Meeting is on 2nd Tuesday
8/1/2023	7:00 PM	11:00 PM	7:30 PM	
8/15/2023	7:00 PM	11:00 PM	7:30 PM	
9/5/2023	7:00 PM	11:00 PM	7:30 PM	
9/19/2023	7:00 PM	11:00 PM	7:30 PM	
10/3/2023	7:00 PM	11:00 PM	7:30 PM	
10/17/2023	7:00 PM	11:00 PM	7:30 PM	
11/1/2023	7:00 PM	11:00 PM	7:30 PM	Added mtg in advance of Election
11/13/2023	7:00 PM	11:00 PM	7:30 PM	Organizational Meeting
11/21/2023	7:00 PM	11:00 PM	7:30 PM	
12/12/2023	7:00 PM	11:00 PM	7:30 PM	Dec Meeting is on 2nd Tuesday



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

DATE: December 1, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh   
RE: REFERRAL: Personnel and Pensions Subcommittee

---

Please see the attached job descriptions for Real & Personal Property Assistant and Deputy Finance Director submitted by HR Director Tyron Harris.

Please place this item on the Town Council agenda for the December 13, 2022 meeting for referral to the Personnel and Pensions Subcommittee.

C: T. Harris, HR Director

MICHAEL P. WALSH  
MAYOR

# TOWN OF EAST HARTFORD

(860) 291-7220

TYRON HARRIS  
DIRECTOR  
OFFICE OF HUMAN  
RESOURCES

740 Main Street  
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

December 1<sup>st</sup> 2022

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

Re: Real & Personal Property Assistant and Deputy Finance Director

Dear Mr. Walsh:

Attached is the Real & Personal Property Assistant and Deputy Finance Director position description with proposed revisions. As noted, one of the fundamental changes for the Deputy Finance Director may present the town's position during arbitration or other labor negotiations, recommend collective bargaining strategies, goals, or objectives, and have Audit/CPA experience.

The Real & Personal Property Assistant job description has yet to be updated since 1987, and the role has evolved. Following CSEA/SEIU LOCAL NO. 2001, ARTICLE VIII 8.7, to be considered for a change in pay grade, an employee must show that he/she is: (a) performing duties in a competent manner that are significantly different from the duties of his/her current classification, and (b) the change in his/her duties are so substantial that the position in question is of a different classification than his/her current classification. Therefore, I recommend that this position is referred to Town Council for consideration of a pay grade change.

**Tyron V. Harris**

Human Resources Director

*Customer Service. Collaboration. Communication.*



## TOWN OF EAST HARTFORD

**TITLE:** Real & Personal Property Assistant      **GRADE:** 9-10  
**DEPARTMENT:** Office of Assessor-Finance      **DATE:** 12-1-2022

### POSITION DEFINITION:

Assists in all areas related to the preparation of the grand list with special emphasis on personal property. Performs work in the field related to real and personal property in accordance with the general policy of the office, and assists in the application and maintenance of all State mandated programs.

### GENERAL DUTIES:

- Receives oral or written direction from the Assessor or Deputy Assessor.
- Lists real and personal property in the field as required, and plans such work in conjunction with the office assignments.
- Assists in the collection of data for input to the Assessor's computerized information system.
- Assumes office responsibility in the absence of the Assessor and Deputy Assessor.
- Assists in the maintenance of all records, cards, and files used in the Assessor's office.
- Assists in the valuation and maintenance of motor vehicle lists.
- Maintains sales analysis files and reports as required.
- ~~Arranges independent audit meetings with businesses to obtain accurate data pertinent to the preparation of the grand list.~~
- Assist Auditors with compiling a list of accounts to Audit, put together Audit packages, mail packages and results to Audited accounts and create COC for results.
- Makes independent field judgments on accuracy and applicability of data.
- Responsible for the applications and tracking of our distressed municipality program.
- Design and maintain the Assessor's webpage.
- Assist in the BAA Hearings.
- Puts through all BAA decisions in QDS to Real Estate, Personal Property and Motor Vehicles.
- Provide backup for the Munis system and budget planning.
- Maintain and create excel files for office use.
- Maintain record retention schedule and dispose of documents accordingly.
- Manage new digital filing of Certificate of Corrections.
- Assist in compilation of the Grand List.
- Assist coworkers with application processes of exemption programs.
- Assists public with general assessment procedures including exemptions.
- Pull reports from our Vison and QDS systems as needed for various office work or by request of the public or other Town offices.

### ADDITIONAL DUTIES:

- ~~Assists in the maintenance of the personal property index file and cross index files.~~
- Receive and process all Personal Property Declarations.
- Value new Personal Property accounts.
- Reviews all personal property locations each year.
- Review all manufacturer exemptions and apply when applicable.
- Responsible for upkeep, mailing and applying of quadrennial exemptions.
- Gather documents required for state reports and file with the state.
- Receive and process all Income and Expense reports.
- Put together mass mailings for Income and expense reports and for Personal Property Declarations.
- Supervises clerical and technical staff as indicated by the Assessor or Deputy Assessor.
- Helps in the maintenance of assessment maps as required by property transfers, subdivisions and land splits.

### SUPERVISED BY:

Receives general supervision from the Assessor and Deputy Assessor.

### QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with an Associates Degree in Business and/or Accounting or a closely related field.
- Should have considerable knowledge of the principles and practices of real and personal property appraisals.
- Should have some experience of office systems and procedures, use of office equipment and some knowledge of the use of electronic data processing equipment.
- Ability to effectively deal with fellow employees and members of the public in general.
- Ability to make written and oral presentations as required.
- Considerable knowledge of the Connecticut Statutes pertaining to property Tax Assessment.

### LICENSE OR CERTIFICATE:

Must possess a valid Connecticut Motor Vehicle Operator's License. CCMA Designation is desirable.

**Note: The description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**

## **TOWN OF EAST HARTFORD**

**TITLE:** Deputy Finance Director

**GRADE:** 112

**DEPARTMENT:** Finance

**DATE:** 12/1/2022

### **POSITION DEFINITION:**

Overall the deputy finance director provides highly responsible and complex administrative support to the Finance Director and directly supports the Director in the management of the Finance, Tax and Assessor Departments. This position will assist with the Town budget, accounting and general ledger management, borrowing strategies, cash management and the overall administration of departments reporting to the Finance Director.

### **ESSENTIAL JOB FUNCTIONS:**

- Works with departments to ensure compliance of budget related programs and policies
- Supports the director in ensuring the completion of accounting functions and maintenance of the Town's general ledger for all funds, including month-end closes, account and bank reconciliations, financial analysis, journal entries review, fixed assets and internal audit.
- Assist with reporting of budget to actual and forecasts. Monitors internal service funds and reviews accuracy of reports.
- Assists with annual Town audits and improvement of town policies and internal controls to ensure fiscal compliance with best practices and mitigation of risk.
- Assists in establishing the priorities of accounting, cash management, payroll, tax revenue, property assessment and revenue collection.
- Assists in the administration of Tax and Assessor departments with respect to employee management, Town policy compliance, and adherence to sound accounting practices
- Assists with the development of annual budget; interfacing with directors, Town Council and Mayor.
- Prepares financial information of bond offerings
- Coordinates the financial administration of personnel policies and collective bargaining agreements for department employees.
- Serves as a financial resource for Town departments, commissions and boards
- Provides direction and support to departments as directed by the Finance Director.
- Assists with fiscal management of grants
- Assists with actuary reporting for Town Pension and OPEB plans
- Develop strategies for improvements of modernization, efficiency and productivity.
- Ability to manage employees ensuring maximum performance.
- Other duties as required.
- Acts on behalf of the Finance Director in his or her absence and performs other duties delegated by the Director.

- May Present the position of the town during arbitration or other labor negotiations.
- Assesses risk levels associated with collective bargaining strategies.
- Recommends collective bargaining strategies, goals, or objectives.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Considerable knowledge of financial administration: accounting, budgeting, tax collection, purchasing and investing.
- Considerable knowledge of financial and accounting systems, including policies and financial reporting requirements.
- Knowledge of governmental accounting principles and procedures, including auditing, cash management and budgeting.
- Knowledge and expertise of software programs such as MUNIS, Novatime, Crystal reports.
- Intermediate to advanced Excel, including V-lookups and Pivot tables.
- Able to understand municipal operations and relation to budgetary impact.
- Considerable skills in mathematics and analysis.
- Knowledge of town, state and federal laws, policies, ordinances, rules and regulations
- Thorough knowledge of financial administration, including accounting, budgeting, purchasing and investing.
- Able to administer an accounting unit and to supervise the work of others
- Able to interpret statistical and narrative reports
- Able to communicate clear, concise, written and oral instructions
- Demonstrates a level of expertise with financial software products

**PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:**

- Works in office setting subject to continuous interruptions and background noise.
- Long periods of time sitting and a computer terminal.
- May experience stress from multiple demands of this position.

**JOB QUALIFICATIONS:**

- A bachelor's degree from a recognized college or university in business, accounting, public administration or a related field, supplemented by courses in public accounting plus five years of responsible accounting experience, including two years of supervisory experience, or an equivalent combination of education and experience. Preferred qualifications (not mandatory) include candidates with at least two years in government.
- 
- Audit/CPA experience preferred.

*Note: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.*



TO: The East Hartford Town Council

FROM: Mike Walsh, Mayor

DATE: December 6, 2022

RE: 363 Roberts Street – Permit Fee Reduction Request

---

I am respectfully requesting an item be placed on the December 13<sup>th</sup>, Town Council agenda.

I am submitting a request for a 50% reduction in the total fee for the Building and Fire Marshal fees regarding the hotel under renovation at 363 Roberts Street (PowerPoint slide and photo attached).

The above referenced project received approval from the Planning and Zoning Commission at its November, 2022 meeting. Gary Patel is the new owner of the building and will be submitting construction plans and applying for permit fees as the next step very soon.

Briefly, Mr. Patel expects to invest \$10 million to fully renovate the facility, which is in significant disrepair. After the completion of the renovation, the new hotel will be branded with the Marriot affiliation and be marketed both as a Fairfield Inn and as a Town Place Suites. The building will also house a Starbucks on the east corner of the existing building, which used to be the Nolita's Restaurant.

The facility will have rooftop solar, southern exposure solar, a solar canopy in the parking lot, EV charging stations, business suites for rent, and overnight and extended stay accommodations. In short, Mr. Patel is making a significant investment in the community and has requested this Inspection and Permits/Fire Marshall fee accommodation.

It is my recommendation that the Town Council approve a 50% fee reduction on the \$10 million estimate for the renovation. The gross fee would normally be \$400,000 with the 50% reduction equaling a fee of \$200,000. At this time, construction costs are estimates and will be adjusted to actual as the project is constructed.

In addition, the reduction of the fee will give additional certainty to the project during a time when construction and material costs are in flux and add to the volatility of development projects.

I am awaiting the written request from Mr. Patel and a rendering of the of the new hotel, but I forward this item to the Council as a whole as Mr. Patel is under tight constructions constraints and I wanted to socialize this request prior to any construction beginning.

Thank you and let me know if you have any questions or concerns.

# Project # 21b) Hotel on Roberts Street

## For Situational Awareness

- Former Holiday Inn & Ramada
- Lost brand affiliation in 2016 and closed in 2019
- Former home of Nolita Restaurant and Final Score Sports Bar
- Numerous building code and health issues when operating
- Owner is considering conversion to apartment housing or demolition
- B1 Zone - Multiple-family housing permitted by Special Permit

**Goal:** Eliminate unsightly appearance of building and health issues and put property back to use

### Project Owners:

- Inspections & Permits Director
- Development Director
- Health Director

### Funding Sources:

- Private investment





Town of East Hartford, CT

Date: 12/7/2022

Dear Respectful Mayor,

I Gary Patel Asset Manager of the Hotel Located at 363 Roberts Street Like to request to reduce Our Permit application fees to 50% for our new development.

Our approximate total Labor cost will be - \$5,000,000.00

Our approximate FF&E cost will be - \$2,000,000.00

Our approximate Equipment Cost will be - \$1,000,000.00

Thank you,

A handwritten signature in black ink that reads "Gary Patel".

Gary Patel,

Asset Manager

Kautilya East Hartford Hotel LLC

118 Waverly Ave

Millington, NJ 07946

Phone:(908)647-0191

Email: gary.patel@kautilyagroup.com



TOWN COUNCIL MAJORITY OFFICE

ORDINANCE COMMITTEE

November 30, 2022

PRESENT Rich Kehoe, Chair; Councillors Sebrina Wilson and John Morrison

ALSO Mary Mourey, Registrar of Voters  
PRESENT Stephen Watkins, Registrar of Voters  
Veronica Rosario, Deputy Registrar of Voters

CALL TO ORDER

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

APPROVAL OF MINUTES

May 31, 2022

MOTION By Sebrina Wilson  
seconded by John Morrison  
to **approve** the May 31, 2022 meeting minutes.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

No resident came forward to speak.

NEW BUSINESS

Salaries of Elected Officials

The chair presented the November 30, 2022 draft of the Salaries of Elected Officials ordinance.

With regard to the Registrars and Deputy Registrars of Voters, the draft would accelerate recent changes to the salaries of registrars by increasing the salary by \$2,000 for the next two years so the salary rises from \$28,000 to \$32,000. The proposal would increase the deputy registrar salary by \$1,000 per year. The increase continues to recognize the rising responsibilities of the registrars and ensuring that we can attract qualified registrars and deputy registrars to continue the great work of the current personnel. The committee also review salaries of registrars in similar sized towns and town in the Greater Hartford area which indicated that the current salaries are near the median of the towns.

The registrars concurred and explained the outcome of the most recent election. The Secretary of the State audited two districts and found everything was accurate and in order.

With regard to the mayor's salary, the chair explained that historically the Town Council has increased the salary by the cost of living for the two years since the last increase. The

COLA for 2021 was 4.7% and 8.6% in 2022. The mayor's current salary is similar to a basket of mayor's salaries in similar towns. The committee agreed to adopt a formula used by the council in the past when the inflation rate was significantly higher than normal where the increase would reflect 50% of the COLA increase.

MOTION By Sebrina Wilson  
seconded by John Morrison

to send the November 30, 2022 draft with changes in the mayor's salary to reflect an increase of 50% of COLA for each year to the town council for the purpose of setting a public hearing.

Motion carried 3/0

#### Process for Naming Town Buildings

The committee reviewed the November 30, 2022 draft of the Naming of Town Facilities Ordinance which covers all town and board of education facilities. The process would have the mayor make a recommendation to the Town Council for its review. If the facility is under the control of the Board of Education, the Mayor shall recommend a name to the Board of Education which if it concurs would forward such recommendation to the Town Council.

The process, facilities definition and criteria for naming all were derived from a review a compendium of municipal ordinances compiled by the Connecticut Conference of Municipalities.

The committee decided that if the facility is under the control of the Board of Education, then the Board of Education will make the initial recommendation and send it to the Town Council for review.

With those changes, the committee will forward the draft to the Mayor, Board of Education and Town Council members for their input and then make any necessary changes at its next meeting.

#### ADJOURNMENT

MOTION By Sebrina Wilson  
seconded by John Morrison  
to **adjourn** (6:22 p.m.)

Motion carried 3/0.

cc: Mayor Walsh

**NAMING OF TOWN FACILITIES ORDINANCE**  
**(November 30, 2022)**


(NEW) Section 1. (a) The naming of any town facility which shall include a (1) public street, (2) building or structure including a school, or any portion of such building or structure, or (3) public parks, or any portion of such parks, shall be approved by the Town Council in accordance with the procedure established in this section.

(b) The mayor shall make a recommendation for the naming of any town facility to the Town Council. The Town Council, prior to taking any action on such recommendation, shall hold a public hearing on such recommendation at a special meeting called for such purpose. If the facility is a school, the mayor's recommendation shall be made initially to the Board of Education. If the Board of Education approves such recommendation, such approval shall be forwarded to the Town Council for consideration pursuant to this subsection.

(c) The naming of any facility shall have some relevance to the facility's intended use or location, a memorializing of any person or persons' significant contribution to the town of East Hartford or to such facility provided that such person shall be deceased.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 2, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Michael P. Walsh   
RE: AMUSEMENT PERMIT APPLICATIONS – Brian Aselton Snow Dash

---

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

Sec. 5-3 (e):

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

Please add the following amusement permit to the Town Council agenda for the November 15<sup>th</sup>, 2022 meeting.

- **Brian Aselton Snow Dash**

- Sunday, January 8, 2023, 11 AM – 2:30 PM (rain date is January 22, 2023), at Langford School.

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

MICHAEL P. WALSH  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

[www.easthartfordct.gov](http://www.easthartfordct.gov)

To: Mayor Walsh

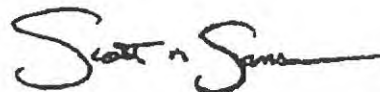
From: Chief Scott M. Sansom

Date: December 2, 2022

Re: **Amusement Permit Application**  
**"30<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

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

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



Scott M. Sansom  
Chief of Police

MICHAEL P. WALSH  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

[www.easthartfordct.gov](http://www.easthartfordct.gov)

December 2, 2022

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

**Re: Outdoor Amusement Permit Application  
"30<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by the East Hartford Parks & Recreation Department by Jonathan Cooper, its Recreation Supervisor. The applicant seeks to conduct a 5K road race (Snow Dash) to be held in the vicinity of the Langford School in East Hartford on **Sunday, January 8, 2023 between the hours of 11 AM and approximately 3 PM**. The use of public streets should occur between the hours of 1:30 PM and should cease by 2:15 PM. The race will begin and end at the Langford School, 61 Alps Drive. Registration will begin at 11 AM. **The rain date will be on Sunday, January 22, 2023.**

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 Department of Inspections & Permits approves the application as submitted.**

**The Offices of Corporation Counsel, Risk Management, Fire, Health and the Parks & Recreation Departments approve the application as submitted and state there are no anticipated costs to their Departments for this event.**

**The Public Works Department approves the application as submitted and states that anticipated costs for this event is \$1,300.**

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

- The Police Department can provide police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- **The anticipated cost to the Department for this event is \$2,676.47.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott M. Sansom  
Chief of Police

Cc: Applicant

**Rivera, Augustina**

---

**From:** Cohen, Bruce  
**Sent:** Monday, November 14, 2022 10:26 AM  
**To:** Rivera, Augustina; Burnsed, Laurence; Cruz-Aponte, Marilyn; Fravel, Theodore; Munson, Kevin  
**Cc:** Alsup, Steve; Browning, Craig; Cummings, Kim; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Gentile, Richard; Hawkins, Mack; McCaw, Melissa; Neves, Paul; O'Connell, Michael; Pelow, John; Sansom, Scott; Sassen, Christine  
**Subject:** Re: Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

No comment

**Bruce Cohen**

Supervisor- Building Division  
Assistant Building Official  
Town Of East Hartford  
860-291-7342

---

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Monday, November 14, 2022 9:11 AM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sassen, Christine <CSasen@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

Good morning,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit application for the "30<sup>th</sup> Annual Ofc. Brian A. Aselton Memorial Snow Dash 5k" taking place on **Sunday, January 8, 2023** with a rain date of **Sunday, January 22, 2023**. Please review and submit comments back to me **no later than 12:00 noon on Monday, November 28, 2022**.

Thank you.

Tina

Augustina Rivera  
Administrative Clerk 3  
Support Services/Operations Bureau



**Rivera, Augustina**

---

**From:** Gentile, Richard  
**Sent:** Tuesday, November 15, 2022 9:02 AM  
**To:** Rivera, Augustina; Burnsed, Laurence; Cruz-Aponte, Marilyn; Fravel, Theodore; Munson, Kevin  
**Cc:** Alsup, Steve; Browning, Craig; Cohen, Bruce; Cummings, Kim; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Hawkins, Mack; McCaw, Melissa; Neves, Paul; O'Connell, Michael; Pelow, John; Sansom, Scott; Sassen, Christine  
**Subject:** RE: Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

No comments or concerns with this application.

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

860-291-7217  
[rpgentile@easthartfordct.gov](mailto:rpgentile@easthartfordct.gov)

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

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Monday, November 14, 2022 9:12 AM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sassen, Christine <CSassen@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

Good morning,

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**Rivera, Augustina**

---

**From:** Sasen, Christine  
**Sent:** Monday, November 14, 2022 1:22 PM  
**To:** Rivera, Augustina  
**Subject:** RE: Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

Ok

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Monday, November 14, 2022 9:12 AM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

Good morning,

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Thank you.

Tina

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



Scott Sansom  
Chief of Police

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



Michael P. Walsh  
Mayor

## Administrative Review of Amusement Permit

Event Date: **Sunday, January 8, 2023**  
Rain Date: **Sunday, January 22, 2023**

Event: **"30<sup>th</sup> Annual Ofc. Brian A. Aselton Memorial Snow Dash 5k"**

Applicant: **East Hartford Parks & Recreation,  
Jonathon Cooper, Recreation Supervisor**

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

Kevin Munson, Fire Chief  
Signature

11/14/2022  
Date

Comments:



Scott Sansom  
Chief of Police

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



Michael P. Walsh  
Mayor

Administrative Review of Amusement Permit

Event Date: **Sunday, January 8, 2023**  
Rain Date: **Sunday, January 22, 2023**

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

Laurence Burnsed, MPH, MBA 11/28/2022  
Signature Date

Comments:



Scott Sansom  
Chief of Police

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



Michael P. Walsh  
Mayor

## Administrative Review of Amusement Permit

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Event: **"30<sup>th</sup> Annual Ofc. Brian A. Aselton Memorial Snow Dash 5k"**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Comments:



Scott Sansom  
Chief of Police

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



Michael P. Walsh  
Mayor

## Administrative Review of Amusement Permit

Event Date: **Sunday, January 8, 2023**  
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Event: **"30<sup>th</sup> Annual Ofc. Brian A. Aselton Memorial Snow Dash 5k"**

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- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ 1,300.00

Marilynn Cruz-Aponte 12-1-2022  
Signature \_\_\_\_\_ Date

Comments:

**Rivera, Augustina**

---

**From:** Hawkins, Mack  
**Sent:** Monday, November 28, 2022 11:31 AM  
**To:** Rivera, Augustina  
**Subject:** RE: Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

Tina,

I have reviewed the Outdoor Amusement Permit Application for the 30th Annual Officer **Aselton Snow Dash** 5k. I approve the application as submitted. The anticipated cost to the Department for this event is \$2,676.47.

Thank you,

*Mack S. Hawkins*

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

***Serving Our Community with Pride and Integrity***



**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Friday, November 25, 2022 11:38 AM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>  
**Subject:** FW: Outdoor Amusement Permit Application-30th Annual Ofc. Brian A. Aselton Memorial Snow Dash

Friendly reminder, I need your comments back on Monday, November 28<sup>th</sup>.

**From:** Rivera, Augustina  
**Sent:** Monday, November 14, 2022 9:12 AM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh  
Mayor

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

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

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

1. Name of Event:  
**30TH Annual Officer Brian A. Aselton Memorial Snow Dash 5k**
2. Date(s) of Event:  
**Sunday, January 8th, 2023 ( Inclement weather date January 22, 2023)**
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):  
**East Hartford Parks & Recreation Department, 50 Chapman Place, East Hartford, CT 06108, 860-291-7164, Jonathan Cooper, Recreation Supervisor**
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
**East Hartford Parks & Recreation Department, 50 Chapman Place, East Hartford, CT 06108, c/o Theodore Fravel, Parks & Recreation Director**
5. List the location of the proposed amusement: (Name of facility and address)  
**Langford School, 61 Alps Drive, Course is on neighborhood streets**
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
**Sunday, Jan 8, 2023, Start at 1:30PM, Registration 11:00AM, Last runner 2:15PM**
7. Provide a detailed description of the proposed amusement:  
**5k Road Race which utilizes Town Streets. Starts and ends at Langford School. Gym used for staging area and registration. Proceeds benefit Aselton Scholarship Foundation and EH PD Youth Crime Prevention**



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)? **no ( its no, the Yes wont uncheck)**
9. What is the expected age group(s) of participants?  
**Ages 8 - 80 plus years of age**
10. What is the expected attendance at the proposed amusement:  
(If more than one performance, indicate time / day / date and anticipated attendance for each.)  
**200+ Runners**
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:  
**Traffic will be controlled untill final runner finishes course.**
- b. Traffic control and flow plan at site & impact on surrounding / supporting streets:  
**Traffic controlled by East Hartford Police Department**
- c. Parking plan on site & impact on surrounding / supporting streets:  
**Parking on site at Langford School on Harvard Drive**
- d. Noise impact on neighborhood:  
**N/A**
- e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:  
**Trash & liter will be maintained by Parks Maintenance personnel.**
- f. List expected general disruption to neighborhood's normal life and activities:  
**Course will be marked with portable directional signs P& R staff**
- g. Other expected influence on surrounding neighborhood:  
**Mln. Traffic disturbance, as asoon as runners pass streets will repen.**
12. Provide a detailed plan for the following:
- a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:  
**Course is accessible to emergecny personnel.**
- b. Provisions for notification of proper authorities in the case of an emergency:  
**Cell phones and two-way radios will be used in event of emergecny.**
- c. Any provision for on-site emergency medical services:  
**no**
- d. Crowd control plan:  
**Crowd will be controlled by EHPD and Parks & Recreation Staff**
- e. If on town property, the plan for the return of the amusement site to pre-amusement condition:  
**Parks Maintenance will clean-up outside areas, school custodians inside area.**

f. Provision of sanitary facilities:  
Lavatories located inside Langford School

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

- a. Food available: Yes  No  AND
- b. Contact has been made with the East Hartford Health Department Yes  No.

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

Yes  No  Alcoholic beverages will be served / provided.

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

- a. For such sale or provision,
- b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

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

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

---

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:

Town of East Hartford Parks/Rec  
(Legal Name of Applicant)

Jonathan Cooper  
(Applicant Signature)

Jonathan Cooper  
(Printed Name)

11/10/2022  
(Date Signed)

Recreation Supervisor  
(Capacity in which signing)

- 
- (Click button to send application electronically to [ehpdpemits@easthartfordct.gov](mailto:ehpdpemits@easthartfordct.gov))

**FOR OFFICE USE**

Insurance Certificate Included:	YES	<input checked="" type="radio"/> NO
Liquor Permit Included:	YES	<input checked="" type="radio"/> NO
Certificate of Alcohol Liability Included:	YES	<input checked="" type="radio"/> NO
Time Waiver Request Included:	YES	<input checked="" type="radio"/> NO
Fee Waiver Request Included:	YES	<input checked="" type="radio"/> NO

**Outdoor Amusement Permit Fees:**

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

**Total Assessed Amusement Permit Fee**

Received By: Augustina Rivera  
Employee Number: 9099  
Date & Time Signed: 11/14/22 7 : 24  AM  PM  
Time remaining before event: 55 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.



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

DATE: November 16, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: REFERRAL: Refund of Taxes

---

I recommend that the Town Council approve a total refund of taxes in the amount of **\$25,583.00** as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the December 13, 2022 Town Council meeting.

Thank you.

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

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**INTEROFFICE MEMORANDUM**

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**TO:** MICHAEL P WALSH, MAYOR  
MCCAW MELISSA, DIRECTOR OF FINANCE

**FROM:** KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 12/6/2022

---

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 \$25,583.00. Please see attached listing. Please place this item on the Town Council agenda for November 15, 2022.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2021-03-0050170	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2021/KL79MRSLOMB102607	0	-581.68
2021-03-0085686	ALLY FINANCIAL LOUISVILLE PPC	PO BOX 9001951	LOUISVILLE, KY 40290-1951	2021/3GCPYBEK9MG202348	0	-551.82
2020-03-0050587	AIRAS VANESSA A	43 BROWN ST	EAST HARTFORD, CT 06118-1502	2010/JN8AZ1MW9AW123684	0	-133.51
2020-03-0052238	AYBAR WENDY D	267 ZION ST	HARTFORD, CT 06106-3551	2012/JN1CV6AR4CM678734	-9.50	-311.85
2019-03-0054448	BRINSON JASMIN J	39 NOD RD	WINDSOR, CT 06095	2004/1NXBR38E74Z337792	0	-118.35
2020-03-0055911	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2017/3C4NJDBB2HT666011	0	-446.50
2021-03-0056083	CHAMBERLAND DEAN P	50 ELEANOR RD	EAST HARTFORD, CT 06118-2020	2004/1FTSX31P54EA61936	0	-109.71
2021-03-0056643	CLEMENTS JULIE A	200 NUTMEG LN APT 117	EAST HARTFORD, CT 06118-1225	2014/2G4GLE5EX9E9309712	0	-69.85
2021-03-0058335	DAIMLER TRUST	1432 HERITAGE PARKWAY 1ST FL	FORT WORTH, TX 76177	2018/55SWF4KBOJU282642	0	-625.15
2021-03-0061965	FINANCIAL SER VEH TRUST	5550 BRITTON PKWY	HILLIARD, OH 43026	2020/5UXTY5C04L9C41205	0	-952.22
2021-02-0040695	FRANCOTYP-POSTALIA	140 N MITCHELL CT STE 200	ADDISON, IL 60101	VARIOUS	0	-83.01
2020-04-0083353	FREEMAN DEMICHE O	22 MAGNOLIA HILL CRT 67B	CROMWELL, CT 06416	2010/1HGCP3F8XAA013410	0	-84.51
2021-03-0064748	GUITAR CENTER STORES	5295 WEST VIEW DR SUITE 300	FREDERICK, MD 21703	2014/1N6AFOLYOEN103804	0	-138.48
2020-03-0064825	HAHN DANIELLE E	398 SILVER LN	EAST HARTFORD, CT 06118-1029	2017/2T1BURHE5HC838737	0	-150.75
2021-03-0066201	HONDA LEASE TRUST	1235 OLD ALPHARETTA RD STE 190	ALPHARETTA, GA 30005-2902	2019/2HKRW6H36KH212754	0	-566.15
2021-03-0066699	HYUNDAI LEASE TITLING TRUST ATTN: PROPERTY TAX DIVISION	3161 MICHAELSON DR SUITE 1900	IRVINE, CA 92612	2020/KNDC3LC8L5421015	0	-221.38
2020-03-0068692	KORNGIEBEL ELIZABETH	452 MAIN ST APT 504	EAST HARTFORD, CT 06118-1431	1996/1G4AG55M1T6489207	0	-5.62
2021-03-0068737	KORNGIEBEL ELIZABETH	452 MAIN ST APT 504	EAST HARTFORD, CT 06118-1431	1996/1G4AG55M1T6489207	-2.00	-16.23
2021-03-0068795	KOWALSKY ROBERT R	39 ARAWAK DR	EAST HARTFORD, CT 06118-2532	2016/1C4RJFAG4GC349402	0	-85.86
2021-03-0069529	LE CHON V	53 ELIDA CT	EAST HARTFORD, CT 06108-1825	2015/WA1CMAFP7FA013482	0	-135.19
2020-03-0070144	LITCHMORE TONI N	162 PRIVILEGE RD	BLOOMFIELD, CT 06002	2015/SUXKROC56F0P10498	0	-11.56
2020-03-0070588	LUGO ALEXIS	39 GORMAN PL	EAST HARTFORD, CT 06108-1450	2016/5A4JVSJ13G2025470	0	-16.45

2020-03-0070589	LUGO ALEXIS	39 GORMAN PL	EAST HARTFORD, CT 06108-1450	2016/5TDJKRFH1GS322850	0	-609.41
2021-03-0070807	MACKAY ANDREW M	86 RUSTIC LN	EAST HARTFORD, CT 06118-3555	2012/2HNYD2H36CH532543	0	-29.05
2021-03-0070809	MACKAY ANDREW M	86 RUSTIC LN	EAST HARTFORD, CT 06118-3555	2012/2HKRM4H7XCH605218	0	-53.01
2021-03-0071833	MATTA ANTONIO N	37 BIRCHWOOD RD	EAST HARTFORD, CT 06118	2013/1C3CDFBH9DD156855	0	-15.58
2021-03-0072209	MCGILL MICHAEL A	69 KING CT	EAST HARTFORD, CT 06118	2009/JTHCK262X95028804	0	-18.73
2020-04-0086162	MORGAN ONIEL A	656 TOWER AVE	HARTFORD, CT 06112	2011/5J6RE4H37BL004136	-4.22	-70.29
2021-03-0073824	MOZZICATO MARTIN J	41 APPELGATE LN APT 313	EAST HARTFORD, CT 06118	2006/KMHNDN56D26U191900	0	-10.80
2019-03-0075958	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2019/5N1AT2MV4KC754075	0	-667.80
2020-03-0074706	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2019/5N1AT2MV4KC754075	0	-663.30
2020-03-0074769	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2017/JN1BJ1CR6HW127370	0	-267.75
2021-03-0074689	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2018/5N1AZ2MG5JN154135	0	-415.06
2021-03-0074723	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2019/5N1AT2MV4KC754075	0	-561.88
2021-03-0074741	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2021/JN8AT3BB3MW201586	0	-589.74
2021-03-0074763	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2020/JN1BJ1CW1LW373256	0	-421.75
2021-03-0074782	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265-9523	2019/JN1BJ1CR8KW621317	0	-423.12
2021-03-0075378	OMEGA PAINTING AND DECORATING	10 ROSENTHAL ST	EAST HARTFORD, CT 06108-3429	2004/1GBJK34U34E283830	0	-284.09
2021-02-0041162	OMEGA PAINTING AND DECORATING	10 ROSENTHAL ST	EAST HARTFORD, CT 06108-3429	10 ROSENTHAL ST	0	-161.95
2021-03-0075467	ORELLANA OSCAR R	25 KENNEDY RD	EAST HARTFORD, CT 06118-2729	2010/4T1BF3EK6AU525928	0	-76.34
2021-03-0076386	PATINO SOLANGEL	9 CHRISTINE DR	EAST HARTFORD, CT 06108-2932	2007/3N1BC11E37L394061	0	-6.56
2020-03-0076573	PENSKE LEASING & RENTAL CO	PO BOX 563	READING, PA 19603-0563	2013/1FUJGLDR9DLBZ1511	0	-778.06
2019-04-0085574	PENSKE LEASING AND RENTAL CO	PO BOX 563	READING, PA 19603-0563	2020/3AKJHPDV9LSMD7583	0	-3,780.00
2021-03-0076659	PENSKE LEASING AND RENTAL CO ATTN: RACHAEL MOYER	PO BOX 563	READING, PA 19603-0563	2016/1FUJGLD59GLGT8517	0	-1,800.46
2019-03-0078454	PETTINATO NINO A	198 POPLAR RD	MIDDLETOWN, CT 06457-7931	2015/1C4PJMC55FW758647	-28.40	-473.40
2021-03-0077248	PIERCY MELISSA S	50 W 960 S	TREMONTON, UT 84337-6870	2013/1FM5K8D84DGB02246	0	-29.07
2021-03-0077509	PORSCHE LEASING LTD	PO BOX 24329	NASHVILLE, TN 37202	2021/WPOAB2Y13MSA42604	0	-1,768.90
2021-03-0078192	RAMOS NORA	34 COPPER BEECH WAY	EAST HARTFORD, CT 06118-1761	2012/2T3DF4DV7CW255287	0	-26.65
2020-04-0087679	RIVERA QUIJADA TERESA S	12 HANMER ST 2FL	EAST HARTFORD, CT 06108-2853	2008/5FNRL38238B113671	0	-13.72
2021-03-0079222	RIVERA QUIJADA TERESA S	12 HANMER ST 2FL	EAST HARTFORD, CT 06108-2853	2006/1J4GK48K86W124541	0	-46.10

2021-03-0079465	ROBINSON SILVA K	5 JAIDEE DR	EAST HARTFORD, CT 06118-1579	2013/2G1WG5E36D1102072	0	-76.34
2021-03-0080396	ROUSSEL NEIL W	76 BARBARA DR	EAST HARTFORD, CT 06118-1901	2017/JF2SJARC9HH425076	0	-60.84
2020-04-0088284	SANTIAGO IRIS M	80 SIMMONS RD APT B8	EAST HARTFORD, CT 06118	2007/4T1BE46K47U070724	-7.41	-164.70
2021-03-0083507	SULLIVAN LINDSAY	1929 MAIN ST	EAST HARTFORD, CT 06108-1025	2015/1GNSKBKC2FR192670	0	-488.00
2021-03-0083702	TANGUAY SEBASTIEN F	759 35E RUE	SAINT PROSPER, QUEBEC CANADA GOM 1Y0	2017/5TFSZ5ANS5HX060638	0	-301.97
2021-03-0084561	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/5TDJZRFH3KS607991	0	-301.14
2021-03-0084571	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/5TDJZRFHXS570860	0	-904.34
2021-03-0084575	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2020/5TDBZRBH2LS520708	0	-670.20
2021-03-0084576	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/5TDBZRFH8KS962885	0	-576.50
2021-03-0084617	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/JTJBARBZ3J2174119	0	-252.52
2021-03-0084641	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/2T3BFREV7JW857896	0	-531.92
2021-03-0084646	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/JTHC81D29K5038466	0	-348.94
2021-03-0084669	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2020/4T1J11AKOLU903958	0	-215.12
2020-03-0085800	VCFS AUTO LEASING CO	PO BOX 91300	MOBILE, AL 36691	2019/YV4162UK0K2060827	0	-179.90
2021-03-0086388	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2019/WAUENAF44KA105660	0	-635.64
2021-03-0086418	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2021/WA1AAAFY3M2009848	0	-173.88
2021-03-0086421	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2021/WAUAAAF46MN015935	0	-171.12
SUBTOTAL						<u>\$ (51.53) \$ (25,531.47)</u>
TOTAL						<u>\$ (25,583.00)</u>