

Robert J. Park

EAST HARTFORD TOWN COUNCIL

2018 NOV 26 A 8:35

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

NOVEMBER 20, 2018

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc Weinberg, Joseph R. Carlson, Shelby J. Brown, Patricia Harmon and Caroline Torres

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:33 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Patricia Sirois, 45 Jefferson Lane, Chair of the Beautification Commission, reminded all that Holiday Fest will begin Friday December 7th and run through Monday December 10th. Ms. Sirois stated that there will not be any Holiday Fest "buttons" sold this year – a donation to the Food Bank instead would be appreciated.

Susan Kniep, 50 Olde Roberts Street, (1) is against the town's purchase of the Showcase Cinemas property; and (2) asked who proposed the idea of the construction of high-end apartment units on that site.

Craig Stevenson, 52 Milwood Road, a member of the Silver Lane Advisory Committee, (1) strongly supports the town's purchase of the Showcase Cinemas property; and (2) indicated that the possibility of market-rate apartment units on that site came from Milone and MacBroom – a planning firm hired by the Town of East Hartford to cultivate ideas and concepts for the growth of the Silver Lane corridor.

APPROVAL OF MINUTES

November 7, 2018 Regular Meeting

MOTION By Ram Aberasturia
seconded by Pat Harmon
to **approve** the minutes of the November 7, 2018 Regular Meeting.
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

East Hartford CONNects – East Hartford's Working Cities Initiative

Chair Kehoe announced that East Hartford has received \$450,000 from the Federal Reserve Bank of Boston as part of their Working Cities Initiative that will assist the residents of the Silver Lane School neighborhood in their vocational and social growth.

Amy Peltier, Initiative Director, gave the Council a brief overview of the Working Cities Initiative and its impact on the Silver Lane neighborhood. As part of the grant, the Federal Reserve Bank asked that East Hartford CONNects come up with a 10-year goal, which is to raise the median income of the Silver Lane neighborhood to be on par with the other neighborhoods in East Hartford. To accomplish that goal, EH CONNects has established three key strategies: (1) the alignment of career opportunities with workforce readiness of the residents; (2) promotion of workplace learning and career exposure opportunities for both East Hartford public schools and adult education students; and (3) the establishment of a Resident Advisory Committee which would help engage residents and increase their leadership skills and connect them with resources.

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to take item 8. B. "Recommendation from Tax Policy Committee re:
 Freightliner Industries, 178-182 Roberts Street" out of order.
 Motion carried 9/0.

Chair Kehoe called upon Ken Wilson, a principal in Freightliner Industries, to explain his involvement in East Hartford CONNects and how it benefits the Silver Lane community, as well as his business.

Recommendation from Tax Policy Committee re: Freightliner Industries, 178-182 Roberts Street

MOTION By Shelby Brown
 seconded by Ram Aberasturia
 that the Town Council **authorizes** Mayor Marcia A. Leclerc to enter into a
 five (5) year Tax Assessment Agreement with Bigson LLC, wherein,
 subject to certain conditions, the Town will pledge to abate up to \$236,633
 in real property taxes associated with a \$3,000,000 project at 178-182
 Roberts Street, upon the terms set forth in the attached draft Tax
 Assessment Agreement.
 Motion carried 9/0.

A copy of the draft tax assessment agreement follows these minutes.

At this point, the Council returned to the order of the agenda.

OLD BUSINESS

Review of the Town's Possible Purchase of 936,942,944 & 960 Silver Lane and 285 Forbes Street Rear & 291 Forbes Street, a.k.a. Showcase Cinemas – **tabled** at the November 7th meeting

MOTION By Linda Russo
 seconded by Ram Aberasturia
 to **remove from the table** item 7. A. entitled "Review of the Town's

Possible Purchase of 936,942,944 & 960 Silver Lane and 285 Forbes Street Rear and 291 Forbes Street, a.k.a. Showcase Cinemas".
Motion carried 9/0.

MOTION By Linda Russo
 seconded by Ram Aberasturia
 that the East Hartford Town Council, cognizant of the contents of the documentation and reports required in Town of East Hartford Ordinances Section 10-18(b) hereby **approves** the acquisition of those pieces or parcels of property known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street Rear and 291 Forbes Street (collectively, the "Property"), from National Amusements, Inc., for the sum of \$3,300,000, pursuant to the terms of the July 24, 2018 purchase agreement, and authorizes the Mayor to utilize the State's grant-in-aid to the Town for public infrastructure improvements for redevelopment of the Silver Lane and Rentschler Field corridor, currently held by the Capital Region Development Authority pursuant to the State Bond Commission's June 1, 2018 authorization, for the purposes of paying the costs associated with the acquisition of the Property.
Motion carried 9/0.

NEW BUSINESS

Justice Assistance Grant Program: Violent Crime Prevention

MOTION By Joe Carlson
 seconded by Ram Aberasturia
 to **adopt** the following resolution:

WHEREAS the State of Connecticut Office of Policy and Management (OPM) is providing grant funds to eligible municipal police departments to fund violent crime prevention and public safety improvements through the federally-funded Justice Assistance Formula Grant (JAG) Program's Violent Crime Prevention Solicitation; and

WHEREAS the primary purpose of this grant is to assist local governments with preventing violent crime and improving public safety.

NOW THEREFORE LET IT BE RESOLVED That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by OPM and the U.S. Department of Justice as they pertain to the JAG Program's Violent Crime Prevention Solicitation.

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

2019 Town Council Meeting Schedule

MOTION By Marc Weinberg
 seconded by Linda Russo
 to **adopt** the following 2019 Town Council meetings schedule which are held in the Town Council Chambers, start at 7:30PM and, unless otherwise indicated, are held on Tuesdays:

January 2 (Wednesday)
January 15
February 5
February 19
March 5
March 19
April 2
April 16
May 7
May 21
June 4
June 18

July 16
August 6
August 20
September 3
September 17
October 1
October 15
October 29
November 12 – Organizational Meeting
November 26
December 17

Motion carried 9/0.

2019-2020 Town Council Budget Workshop Schedule

MOTION By Marc Weinberg
seconded by Linda Russo
to **adopt** the 2019-2020 Budget Workshop Schedule which are held in the
Town Council Chambers, as follows:

TOWN COUNCIL CHAMBERS

Monday, February 25, 2019

Mayor's Summary of Budget

6:30 p.m.

Police Department

Chief Sansom

Police Administration
Operations
Criminal Investigation
Police Capital Improvements

Public Safety Complex

Chief Sansom

Public Safety Communications

Fire Department

Chief Oates

Administration
Suppression
Fire Training
Fire Marshal
Apparatus Maintenance
Alarm Maintenance
Emergency Medical Service
Emergency Management
Fire Capital Improvements

Wednesday, February 27, 2019

Inspections and Permits

Administration

Gregg Grew

6:30 p.m.

Board of Education

Superintendent of Schools
Information Technology

Nathan Quesnel
Roberta Pratt

Saturday, March 2, 2019

Town Treasurer	Donald Currey	8:30 a.m.
Town Council	Rich Kehoe	
Town Clerk	Robert Pasek	
Registrars of Voters	Mary Mourey & Steve Watkins	
Selectmen		
Probate Court	Scott Chadwick	
Corporation Counsel	Scott Chadwick	

Finance

Administration	Mike Walsh
Accounts and Control	
Purchasing	
Assessor	
Revenue and Collections	
Employee Benefits	
Risk Management	
Debt Services	
Contingency	
Capital Improvements	
Revenues	

Five Year Capital Improvement Plan

Summary
Project Narratives
 Finance
 Public Library
 Other Departments

Boards and Commissions

Beautification Commission	Veterans Commission
Inland/ Wetlands/Environment Commission	Board of Assessment Appeals
Personnel Board of Appeals	Historic District Commission
Emergency Medical Services	Commission on Culture & Fine Arts
Zoning Board of Appeals	Public Building Commission
Board of Ethics	Pension & Retiree Benefit Board
Commission on Aging	The Hockanum River Commission
Commission on Services for Persons w/Disabilities	

Lunch Break **12:30 p.m.**

Executive

Office of the Mayor	Marcia Leclerc	1:00 p.m.
Human Resources	Santiago Malave	
Public Library	Sarah Morgan	
Youth Services	Cephus Nolen	

Development

Administration	Eileen Buckheit
Redevelopment Agency	
Economic Development Commission	
Planning & Zoning Commission	
Grants Administration	

Monday, March 4, 2019

Public Works

- Administration
- Engineering
- Highway Services
- Flood Protection
- Waste Services
- Fleet Services
- Building Maintenance
- Metropolitan District Commission
- Park Maintenance
- Public Works Capital Improvements
- Library

Keith Chapman

6:30 p.m.

Parks and Recreation

Administration	T
Other Facilities	
Senior Services	
Park Special Program	
Parks & Recreation Capital Improvements	
Services for Seniors	

Ted Fravel

Health and Social Services

Administration
Community Health & Nursing Services
Environmental Control
Social Services

Jim Cordier

Regular Meeting Tuesday, March 5, 2019 7:30 p.m.

Public Hearing – Budget Wednesday, March 6, 2019 7:00 p.m.

Special Meeting – Budget Tuesday, March 12, 2019 7:00 p.m.

Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke asked if there is a response from the Administration regarding the concern of a Public Works employee who spoke at the November 7th Council meeting about recent promotions within his department. *Chair Kehoe indicated that there is no response yet.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim of former Board of Education employee, Mary Vaughan

MOTION By Ram Aberasturia
seconded by Linda Russo
to **accept** the recommendation of Corporation Counsel to fully and finally
settle the pending workers' compensation claims of former Board of
Education employee, Mary Vaughan, for a total sum of \$24,500.00.
Motion carried 8/0. **Abstain:** Weinberg

Law Enforcement Liability Claim of Jaylon Cotto

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **accept** the recommendation of Corporation Counsel to fully and finally
 settle the pending law enforcement liability claim of Jaylon Cotto for a total
 sum of \$50,000.00.
 Motion carried 9/0.

David Associates 111, LLC v Town of East Hartford, Docket HHB-CV-18-6044895-S, tax appeal

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **accept** the recommendation of Corporation Counsel to settle the
 pending assessment (tax) appeal known as David Associates 111, LLC v
 Town of East Hartford, Docket HHB-CV-18-6044895-S, involving real
 property located at 111-121 Roberts Street, from a fair market value of
 \$5,287,000.00 to a fair market value of \$5,100,000.00, which shall
 generate a reduction of \$6,270.64 in property taxes for the Grand List
 Year of 2017.
 Motion carried 8/0. **Abstain:** Weinberg

OPPORTUNITY FOR RESIDENTS TO SPEAK

Marcus Rice, 141 Mallard Drive, is an East Hartford Firefighter who has concerns on the testing process for promotions within the Fire Department.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (9:15 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be December 11th.

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

TAX ASSESSMENT AGREEMENT

This Tax Assessment Agreement (hereinafter "Agreement") dated as of this ___ day of _____, 2018, is made and entered into by and between the Town of East Hartford, a municipal corporation within the County of Hartford and State of Connecticut ("Town") and Bigson LLC, a Connecticut Limited Liability Company ("Developer").

WHEREAS, the Developer has proposed building a 29,346 square foot building, which building is located at 178-182 Roberts Street, East Hartford, Connecticut (the "Project"); and

WHEREAS, the proposed cost of the Project is in excess of \$3,000,000; and

WHEREAS, completion of the Project is expected to provide employment for over 36 additional employees; and

WHEREAS, the Developer represents that a Tax Assessment Agreement with the Town is an essential element of its decision to develop the Project at its current location; and

WHEREAS, the Town will benefit from the development of the Project, the prospect of new jobs for the area and increased personal property taxes; and

WHEREAS, the Town's goals are to preserve and create jobs, create a stable long-term tax base and encourage the growth of new and existing businesses; and

WHEREAS, Connecticut General Statutes, Section 12-65b, as amended, provides the legal authority for a municipality to enter into this tax assessment agreement; and

WHEREAS, the East Hartford Town Council has authorized the Mayor, Marcia A. Leclerc, to execute a tax assessment agreement in accordance with the terms of the Connecticut General Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

- 1) Developer will build the Project on a portion of the premises known as 178-182 Roberts Street, East Hartford, Connecticut. Construction will be completed in 2019. Developer will maintain all its current and anticipated operations at 178-182 Roberts Street, East Hartford, Connecticut for a period of at least ten (10) years.
- 2) Developer will comply with all applicable building, zoning, health and other governmental regulations and laws (including, but not limited to, obtaining all necessary State and Municipal permits).
- 3) Developer shall spend in excess of \$3,000,000 on the development of the Project.
- 4) It is estimated that when completed, the business located at the Project shall provide full and/or part time employment for at least an additional 36 employees.
- 5) The terms of this Agreement shall not impact Developer's obligation to pay personal property taxes with respect to personal property now or in the future located at or purchased in connection with the Project.
- 6) Pursuant to the authority granted under Connecticut General Statutes Section 12-65b, the Town shall fix

the assessments on the Project as follows: One hundred (100%) percent of the increase in real property assessment attributable to the Project shall be abated one hundred percent (100%) for the first tax year, eighty percent (80%) for the second tax year, sixty percent (60%) for the third tax year, forty percent (40%) for the fourth tax year, and twenty percent (20%) percent for the fifth tax year. The increase in real property assessments shall be determined by computing the assessed value of the Project after completion, and then subtracting the Baseline Assessed Value (as hereinafter defined). The Baseline Assessed Value shall be the value of Developer's current operations at 178-182 Roberts Street, East Hartford, Connecticut, including the value of land and improvements, as assessed for real property tax purposes on the October 1, 2018 Grand List.

For the purposes of determining a tax year hereunder, the first tax year will be the assessment year commencing October 1, following the issuance of a certificate of occupancy, temporary certificate of occupancy, or certificate of completion for the Project (the "First Tax Year") and for tax years following the First Tax Year, the tax year commencing on October 1 immediately following the First Tax Year and the tax years commencing on each succeeding October 1 thereafter. Developer understands and agrees that it will be responsible for any taxes due on the Project between the date of issuance of a certificate of occupancy, temporary certificate of occupancy, or certificate of completion and the first day of the First Tax Year. Notwithstanding anything to the contrary, in no event shall the real property tax savings attributable to the fixing of the assessments hereunder exceed \$236,633. At such time, if any, that the real property tax savings hereunder reach \$236,633, the benefits under this Section 6 shall cease. This Agreement shall not apply to any additional construction beyond the scope of the Project.

- 7) This Agreement and Developer's rights, duties and obligations under this Agreement are not transferable or assignable other than in accordance with this Agreement. Developer shall provide written notice to Town. Town written consent is not required for the assignments as identified below. Developer may assign its rights and interest in this Agreement (i) to any parent, grandparent, subsidiary or affiliate of Developer; or (ii) to any company into which Developer or its parent or grandparent is merged or which results from the merger of Developer, or its parent or grandparent with any other entity. Any other assignment shall require the approval of the Town, which shall not be unreasonably withheld. Any attempt by Developer to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement in contravention of the terms set forth herein shall be void and of no effect.
- 8) Each of Developer's covenants hereunder (as a whole and severally) is material and essential to this Agreement. Developer's failure to comply with any of the covenants or the failure to maintain compliance with the covenants, shall, if not cured within sixty (60) days after written notice to the Developer at the address set forth above, be a material breach of the Agreement. In the event of a material breach by the Developer or in the event that the Developer (including its successors and permitted assigns) discontinues its operation of the Project or moves a substantial amount of its operations as they currently exist on the date of this Agreement out of East Hartford prior to the ten (10) year period set forth in paragraph 1 above, the Town may terminate the future real property tax savings attributable to the fixing of the assessment under paragraph 6 above, and the Developer shall be responsible for the repayment to the Town of a portion of the abated taxes in accordance with the following schedule:

Years 1-5: 100% of the total of the abatement received to date.

Years 6-10: 50% of the total of the tax abatement received to date.

Failure to pay such sums within thirty (30) days of demand shall constitute a lien against the property known as 172-182 Roberts Street, East Hartford, Connecticut and Town may, without further notice, file a lien on the land records with respect to such amounts due.

- 9) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.
- 10) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The parties agree to the jurisdiction and venue of the courts located in the State of Connecticut.
- 11) This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement. This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the Town of East Hartford and Developer.
- 12) A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- 13) This Agreement may be executed in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed at least one (1) original, such documents together will constitute a fully executed and binding Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

WITNESSED BY:

TOWN OF EAST HARTFORD

Marcia Leclerc, Mayor

BIGSON LLC

Kenneth D. Wilson
Member
