

Richard F. Kehoe

EAST HARTFORD TOWN COUNCIL

2018 DEC 18 P 1:21

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

DECEMBER 11, 2018

PRESENT Vice Chairwoman Linda A. Russo, Majority Leader Ram Aberasturia,
Minority Leader Esther B. Clarke, Councillors Marc Weinberg, Joseph R.
Carlson, Patricia Harmon and Caroline Torres

ABSENT Chair Richard F. Kehoe and Councillor Shelby J. Brown

CALL TO ORDER

Vice Chairwoman Russo called the meeting to order at 7:30 p.m. The Vice Chairwoman announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined her in the pledge of allegiance.

AMENDMENTS TO THE AGENDA

MOTION By Ram Aberasturia
seconded by Esther Clarke
to **amend** the agenda as follows:

1. under Communications & Petitions **add** item 6. C. "Resignation of Maureen Rodgers from the Commission on Culture and Fine Arts"; and
2. under New Business, **delete** appointment of Sunilda Caminero to the Commission on Culture and Fine Arts, which is part of item 8.I., due to a clerical error.

Motion carried 7/0.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) thanked the Beautification Commission for a very successful Holiday Fest this year; (2) said that curbside leaf collection will continue through December 14th; (3) announced that two new police officers were recently sworn in; (4) stated that the EHPD promotional ceremony was held on December 6th where six police officers were recognized for attaining higher ranks within the department; (5) a new CERT training course will begin January 23rd and will continue for 10 consecutive Wednesdays; (6) Parks & Recreation is beginning their lifeguard training course on December 26th; (7) Raymond Library will hold special children's programs during Christmas week; (8) strongly supports the Memorandum of Understanding for CRDA; (9) announced that today CRDA has released the RFP for the Founders' Plaza garage; (10) stated that CRDA has committed \$1M for improvements along the Silver Lane corridor; and (11) wished all a very Happy Holiday season.

APPROVAL OF MINUTES

November 20, 2018 Executive Session

MOTION By Ram Aberasturia
 seconded by Pat Harmon
 to **approve** the minutes of the November 20, 2018 Executive Session.
 Motion carried 7/0.

November 20, 2018 Regular Meeting

MOTION By Ram Aberasturia
 seconded by Pat Harmon
 to **approve** the minutes of the November 20, 2018 Regular Meeting.
 Motion carried 7/0.

November 28, 2018 Board of Education Budget Workshop

MOTION By Ram Aberasturia
 seconded by Caroline Torres
 to **approve** the minutes of the November 28, 2018 Board of Education
 Budget Workshop.
 Motion carried 6/0. **Abstain:** Harmon

COMMUNICATIONS AND PETITIONS

Delinquent Properties – Tax Sale

Michael Walsh, Finance Director, explained that the nine properties listed are delinquent in payment of taxes. Since there were no bidders when they were issued as part of the tax lien sale, they are proceeding to a Tax Sale on January 16, 2019. If there are no bidders then, the property will revert back to the town in six months.

The nine properties are: (1) 18 Hanmer Street, Unit B-1; (2) 984 Burnside Avenue; (3) 22 Wakefield Circle, Unit 22; (4) 493 Park Avenue; (5) 525 Tolland Street; (6) 60 Tolland Street; (7) 41 Fuller Avenue; (8) 505 Burnside Avenue, Unit B-12; and (9) 224 Main Street

Equipment Rental from Freightliner of Hartford

Keith Chapman, interim Public Works Director, spoke to the issue of the condition of the town's fleet for this year's snow removal season. Six trucks have been taken off the road due to a variety of reasons – rust and rot, engine deterioration, etc. As a result, there are more routes than servable equipment to handle those routes. The town has partnered with Freightliner to lease two new trucks from them for the upcoming winter season. The full rental payment of \$2,000 will be applied to the purchase price of the new trucks once the town completes its budget process. Mike Walsh, Finance Director, advised the Council that the Mayor's recommended budget for FY20 will likely see an allotment of

new trucks and equipment in the 5-year Capital Improvement Plan to replace those vehicles taken off the road.

Resignation of Maureen Rodgers from the Commission on Culture and Fine Arts

Vice Chairwoman Russo stated that Maureen Rodgers has moved out of town and can no longer serve on a town Board or Commission. She stated that the Council, along with the Mayor, thanked Ms. Rodgers for her service to East Hartford.

NEW BUSINESS

East Hartford Pitkin School Roof Replacement Project

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

RESOLUTION TO ADD A PROJECT TO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENT PLAN, TO AUTHORIZE AN APPROPRIATION, TO AUTHORIZE THE FILING OF A GRANT APPLICATION, TO SEND THE PROJECT TO THE PUBLIC BUILDING COMMITTEE, AND TO FUND THE LOCAL SHARE OF THE PROJECT COST

WHEREAS the Town of East Hartford Board of Education has identified that a roof replacement project at the Pitkin Elementary School is a priority of the school district and qualified for State School Construction reimbursement; and,

WHEREAS the cost of the roof replacement including design and construction is anticipated to total \$343,463 with the State reimbursing 76.43% or \$262,509 leaving the School District to pay 23.57% or approximately \$83,000 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 Pitkin Elementary School Roof Replacement Project in the amount of \$343,463;
2. The appropriation of \$343,463 to fund the Pitkin Elementary School Roof Replacement Project;
3. The authorization of the East Hartford Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Pitkin Elementary School Roof Replacement Project;
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the Pitkin Elementary School Roof Replacement Project;
5. That, in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council previously approved the Board of Education's request to expend \$83,000 from the Board of Education's Capital Reserve Account for the purposes of funding the local share of the Pitkin Elementary School Roof Replacement Project;
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the Pitkin Elementary School Roof Replacement Project.

On call of the vote, motion carried 7/0.

Memorandum of Understanding with the Capital Region Development Authority re:
Showcase Cinemas Property

MOTION By Ram Aberasturia
 seconded by Marc Weinberg
 to **adopt** the following resolution:

Whereas the Town of East Hartford accepted a proposal dated November 11, 2016 from the Department of Economic and Community Development ("DECD") for an Urban Act Grant in the amount of Twelve Million Dollars (\$12,000,000) for public infrastructure and other developmental improvements related to the Horizon Outlet Mall project; and,

Whereas as a result of the termination of the Horizon Outlet Mall project, at its June 1, 2018 meeting, the State Bond Commission reauthorized the unexpended funds from DECD to the Capital Region Development Authority (the "CRDA"), such funds providing a grant-in-aid to the Town for public infrastructure improvements for redevelopment of the Silver Lane and Rentschler Field corridor (the "Grant"); and,

Whereas the Town desires to purchase and redevelop those certain pieces or parcels of real property, with all buildings and other improvements thereon and all appurtenances thereto, including but not limited to access and rights of way, known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street Rear and 291 Forbes Street in the Town of East Hartford and State of Connecticut (the "Property"); and,

Whereas the Town requires assistance with the administration of the Grant and the undertaking of the development and sale of the Property (the "Project"); and,

Whereas as provided by Connecticut General Statutes § 32-602(a)(8), the CRDA's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism"; and,

Whereas the Town would like to utilize the services of CRDA such that CRDA will act as the Town's manager for the Project, assisting with the planning, design, bidding, contracting, contractor payments, monitoring, and other activities associated with the Projects ("Grant Administration Services"); and,

Whereas it is in the best interests of the Town to contract with CRDA to perform Grant Administration Services given its experience and expertise in grant administration and project management, its knowledge of the Silver Lane corridor and its employees' skill sets.

NOW THEREFORE BE IT RESOLVED:

That the East Hartford Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into a Memorandum of Understanding with CRDA relating to Grant Administration Services with respect to the Project.

On call of the vote, motion carried 7/0.

A copy of the draft memorandum of understanding follows these minutes.

Resolution re: Revised MDC EPA Pollution Mitigation Implementation Plan

MOTION By Ram Aberasturia
 seconded by Marc Weinberg
 to **adopt** the following resolution:

**Metropolitan District Commission
Revised EPA Pollution Mitigation Implementation Plan**

Whereas the Town of East Hartford, a Connecticut River town, is strongly supportive of efforts to improve the water quality of the Connecticut River, including projects to address the consent decree entered into by the Metropolitan District Commission, the United States Environmental Protection Agency and the Connecticut Department of Energy and Environmental Protection; and,

Whereas the Town of East Hartford is a highly developed town with limited areas for tax revenue growth and has a population with lower median income than an average municipality; and,

Whereas the Town cannot afford significant increases in water and sewer charges necessitated by the current projection for expenses associated with projects designed to meet the aforesaid consent decree; and,

Whereas the proposed revised MDC Long-term Control Plan will limit those sizable increases while addressing the highest priority projects in the short term while meeting the goals of the consent decree over the Long-term.

NOW THEREFORE BE IT RESOLVED that the East Hartford Town Council joins with Mayor Marcia Leclerc in supporting the proposed revised MDC Long-term Control Plan.

On call of the vote, motion carried 4/3. Nays: Clarke, Harmon, Torres

2018 Homeland Security Grant Program

MOTION By Marc Weinberg
seconded by Esther Clarke
to **adopt** the following resolution:

RESOLVED that the Town of East Hartford may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and,

FURTHER RESOLVED that Marcia A. Leclerc, as Mayor of the Town of East Hartford, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

On call of the vote, motion carried 7/0.

DEEP Emissions Mitigation Program Grant – VW Diesel

MOTION By Joe Carlson
seconded by Marc Weinberg
to **adopt** the following resolution:

WHEREAS the State Department of Energy and Environmental Protection (DEEP) has made available grant funds to finance specifically identified mitigation projects to reduce nitric oxide and nitrogen dioxide (NOx) emissions from a wide array of mobile sources; and,

WHEREAS these funds can be allocated toward replacing older municipal fleet vehicles with new diesel or alternate fueled or all-electric vehicles.

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 DEEP as they pertain to this Diesel Emission Mitigation Program grant.

On call of the vote, motion carried 7/0.

DEEP Emissions Reduction Act Program Grant

MOTION By Joe Carlson
 seconded by Marc Weinberg
 to **adopt** the following resolution:

WHEREAS the State Department of Energy and Environmental Protection (DEEP) has made grant funds available for diesel emissions reduction projects through the federal Diesel Emissions Reduction Act (DERA); and,

WHEREAS the program will provide partial funding for the replacement of older vehicles or non-road equipment with 2017 model year or newer diesel or clean alternative fuel vehicles and equipment.

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 DEEP as they pertain to this DERA grant.

On call of the vote, motion carried 7/0.

Referral to Tax Policy Committee

MOTION By Marc Weinberg
 seconded by Esther Clarke
 to **refer** to the Tax Policy Committee the formation of a tax abatement program which will establish parameters for the Development Department to follow while keeping within the town's goals outlined in its Plan of Conservation and Development, and to report back to the Town Council with its recommendations, if any.
 Motion carried 7/0.

Eversource Hartford Marathon - 2019

MOTION By Marc Weinberg
 seconded by Ram Aberasturia
 to **approve** the outdoor amusement permit entitled "Eversource Hartford Marathon – 2019" submitted by Josh Miller, Technical Director for the Hartford Marathon Foundation to conduct a marathon, road races and outdoor musical entertainment with volunteers and several thousand spectators and runners on Saturday, October 12, 2019 from 7:30AM to 1:30PM, with music between the hours of 9AM and 1:30PM, 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 7/0.

Appointments to Boards and Commissions

MOTION By Marc Weinberg
 seconded by Ram Aberasturia
 to **approve** the following appointments:

1. To the Economic Development Commission, the appointment of Craig Stevenson, 52 Milwood Road, whose term expires December 2019;
2. To the Redevelopment Agency, the appointment of Craig Stevenson, 52 Milwood Road, whose term expires December 2021; and
3. To the Public Building Commission, the appointment of Fady El-Hachem, 65 Sedgwick Road, whose term expires December 2021.

Motion carried 7/0.

Reappointment of James Kate to the East Hartford Housing Authority Board of Directors

MOTION By Joe Carlson
seconded by Ram Aberasturia
to **reappoint** James Kate, 22 Greenhurst Lane, to the East Hartford Housing Authority's Board of Commissioners, whose term expires July 31, 2023.
Motion carried 7/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Pat Harmon
to **refund** taxes in the amount of \$16,287.96
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 7/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2017-03-0050206	ACAR LEASING LTD	2015/1GKS2BKC0FR550457	-581.54
2016-09-0051066	ALSTON REGINA M	2015/1N4AL3AP4FN407958	-7.39
2017-03-0051842	ARI FLEET LT OR	2014/1FMCU0F77EUD84103	-336.60
2017-03-0052510	BAIDOO ABRAHAM	2016/JTMDJREV7GD033961	-124.86
2016-09-0053280	BENACA JUDITH	2012/3N1AB6AP2CL761121	-13.53
2017-03-0062561	BMW FINANCIAL SERVICES	2016/WBA8G5C55GK753098	-1,062.99
2016-03-0060074	DIAZ ROBERTO E	1999/2T1BR12E0XC135556	-84.36
2016-09-0060074		1999/2T1BR12E0XC135556	-16.10
2017-03-0060184		1999/2T1BR12E0XC135556	-97.06
2017-03-0061702	ELLERBE GOLDIE M	2013/KMHCT4AE0DU504175	-19.80
2017-03-0061829	ENTERPRISE FM TRUST	2014/1FM5K8D84EGA80539	-65.34

2017-03-0064986	GOUCH JULIUS C	2006/1G6DM57T060190784	-19.42
2017-03-0067773	ILOEJE MUNACHISO J	2001/3N1CB51D11L498562	-21.24
2017-03-0068239	JENKINS DINA M	2011/5J6RE4H57BL029829	-12.11
2017-03-0068844	JP MORGAN CHASE BANK NA	2016/JM3KE4DY6G0691134	-264.00
2017-03-0070295	LAPIER CARL L	2007/1J8GR48K57C650378	-178.60
2017-03-0070296		2013/3GNTKGE71DG152075	-478.12
2017-03-0072677	MARTINEZ ALBERTO	1999/1FTZR15V2XTA66162	-15.29
2017-03-0058957	MERCEDES BENZ FINANCIAL	2017/WDDZF4KB3HA048132	-1,271.89
2017-03-0074524	MODI JANAKKUMAR N	2004/3N1CB51D14L830617	-90.00
2016-03-0075887	NISSAN INFINITI LT	2015/3N1AB7AP5FY340975	-70.40
2016-03-0075915		2015/5N1AR2MM2FC709549	-192.22
2016-03-0075943		2015/JN8AS5MV7FW252095	-187.68
2016-03-0075970		2015/JN8AS5MV4FW257013	-250.37
2016-03-0075996		2014/JN8AZ1MW0EW509822	-252.96
2016-03-0076002		2015/5N1AT2MK8FC812183	-408.16
2016-03-0076009		2016/5N1AR2MM6GC646487	-331.04
2016-03-0076010		2014/5N1AT2MVXEC779003	-300.00
2016-03-0076053		2016/1N4AL3AP4GC136977	-32.10
2016-03-0076058		2016/5N1AT2MV5GC773452	-313.76
2016-03-0076120		2015/1N4AL3AP0FC499663	-86.62
2017-03-0075985		2015/1N4AL3AP6FC201729	-279.46
2017-03-0075991		2015/3N1AB7AP5FY354147	-118.53
2017-03-0075999		2016/5N1AZ2MH9GN138974	-445.45
2017-03-0076002		2017/JN8AT2MV8HW282480	-578.52
2017-03-0076009		2014/5N1AR2MM7EC715295	-215.32
2017-03-0076011		2016/1N4AL3AP4GC136977	-482.86
2017-03-0076016		2015/5N1AT2MV0FC827156	-540.90
2017-03-0076026		2015/JN1BY1ARXFM561296	-319.50
2017-03-0076031		2015/1N4AL3AP4FC433925	-139.51
2017-03-0076037		2014/JN8AE2KP3E9108342	-388.12
2017-03-0076056		2015/1N4AL3AP4FN355957	-139.51
2017-03-0076073		2016/5N1AT2MV0GC797593	-393.49
2017-03-0076075		2015/1N4AL3AP9FC568088	-209.48
2017-03-0076101		2016/1N4AL3APXGC202707	-362.12
2017-03-0076112		2016/5N1AR2MM6GC646487	-799.2
2017-03-0076115		2015/5N1AZ2MH0FN228934	-240.52
2017-03-0076130		2016/5N1AT2MV5GC774164	-246.02
2017-03-0076157		2016/KNMAT2MV3GP610585	-541.00
2017-03-0076171		2015/1N4AL3AP0FC113291	-384.17
2017-03-0076209		2014/1N4AA5AP6EC908717	-164.25
2017-03-0076228		2015/1N4AL3AP0FC499663	-418.96

Pending General Liability Claim of Lisa Bell

MOTION By Ram Aberasturia
 seconded by Marc Weinberg
 to **accept** the recommendation of Corporation Counsel to fully and finally
 settle the pending property damage claim of Town employee, Lisa Bell, for
 a total sum of \$148.58.
 Motion carried 7/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Timothy Siggia, 145 Arbutus Street, asked the Council to consider adopting Public Act 1765, a new law that the Connecticut General Assembly enacted effective October 1, 2017, which will give an additional property assessment exemption to Gold Star parents and/or spouses.

Melodie Wilson, 272 Goodwin Street, stated that there was conflicting language in section 2-113(a) and 2-113(b) of the town's Code of Ordinances and asked that the Council revisit this issue.

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

Ram Aberasturia commented on debating issues with Councillor Clarke. He respects her viewpoint and believes that they communicate very effectively.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Caroline Torres
 to **adjourn** (9:30 p.m.).
 Motion carried 7/0.

The Vice Chairwoman announced that the next meeting of the Town Council would be **Wednesday** January 2, 2019.

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

EXECUTION VERSION

MEMORANDUM OF UNDERSTANDING

Effective November 1, 2016

By and Between

**CAPITAL REGION
DEVELOPMENT AUTHORITY**

("CRDA")

and

TOWN OF EAST HARTFORD

(the "Town")

Relating to the Development and Redevelopment
along the Silver Lane and Rentschler Field Corridor

This Memorandum of Understanding (“MOU”) is made and entered into as of the ____ day of November, 2018 (the “Commencement Date”), by and between the **TOWN OF EAST HARTFORD**, a Connecticut municipal corporation (the “Town”), and the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the “Authority”).

ARTICLE I

INTRODUCTION

Section 1.01 Background.

The town of East Hartford accepted a proposal dated November 11, 2016 from the Department of Economic and Community Development (“DECD”) for an Urban Act Grant (the “Proposal”) in the amount of Twelve Million Dollars (\$12,000,000) for public infrastructure and other developmental improvements including, but not limited to, site preparation, drainage, public utilities, lighting, sidewalks, roadways, and parking lots near Rentschler Field (the “Horizon Project”). On March 21, 2018, the parties to the Horizon Project mutually terminated the development agreement, which released the unexpended funds to the State Bond Commission.

Subsequently, the State Bond Commission reauthorized and transferred the unexpended funds from DECD to the Authority at the June 1, 2018 State Bond Commission meeting. Such funds are to provide a grant-in-aid to the Town for public infrastructure improvements for redevelopment of the Silver Lane and Rentschler Field corridor, including but not limited to, property acquisition, demolition, and remediation.

Section 1.02 Project Description.

The Town desires to purchase and redevelop those certain pieces or parcels of real property, with all buildings and other improvements thereon and all appurtenances thereto, including but not limited to access and marquee easements and rights of way, known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street Rear and 291 Forbes Street (the “Property”) in the Town of East Hartford and State of Connecticut (the “Cinema Project”).

Section 1.03 Selection of the Authority.

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

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

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

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

Section 1.04 Purpose.

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

ARTICLE II

SCOPE OF SERVICES

Section 2.01 Task I – Grant Administration.

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

(b) At the Town's request, the Authority shall assist the Town with the redevelopment of the Property, including acquisition, demolition, and environmental remediation of the Property.

Section 2.02 Task II – Development Services.

(a) The Authority shall provide development services to the Town as requested including (1) assessing the Cinema Project's redevelopment potential; (2) evaluating existing proposals already received by the Town; (3) soliciting alternatives if determined by the Town to be desired, including the development and marketing of a new Request for Proposals ("RFP"); (4) preparing and presenting an assessment of options to the Town that include long term viability, community impacts, demand for services, and revenue impact; and (5) assisting in setting a land price.

(b) The Authority will assist the Town in negotiations with potential developers and review land disposition agreements, purchase and sale agreements and environmental responsibility agreements in consultation with Town legal counsel.

ARTICLE III

PROJECT OVERSIGHT AND CONTROL

Section 3.01 Project Responsibility

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

Section 3.02 Cooperation

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

ARTICLE IV

STAFF

Section 4.01 Personnel

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

ARTICLE V

FEES

Section 5.01 The Authority

(a) The Town shall pay to the Authority a grant/project administration fee equal to One Hundred Thousand Dollars (\$100,000) for services rendered in connection with the Horizon Project; such fee shall be funded from Grant proceeds and paid concurrently with the payment of the Town fee, or as otherwise agreed upon by the parties. Rendered services include:

- (1) The preparation of the necessary agreements between the Town, the Authority, DECD, and the Hartford Outlet Shoppes, LLC;
- (2) The drafting and review of project design documents, construction bid documents and specifications;
- (3) The production of the Project Administration Plan as well as the related monitoring and oversight; and
- (4) The procurement of necessary third-party contractors, including but not limited to, auditing, compliance, and engineering services.

(b) The Town shall pay to the Authority a grant/project administration fee equal to Two Hundred Thousand Dollars (\$200,000) for services rendered in connection with the Cinema Project; such fee shall be funded from Grant proceeds. Fifty percent (50%) of such fee shall be paid concurrently with the payment of the Town fee. The remaining fifty percent (50%) of such fee shall be paid at the conclusion of the Tasks outlined in Article II.

Section 5.02 The Town

The Town shall be reimbursed Twenty-Nine Thousand Eight Hundred Eighty-Four Thousand Dollars from Grant proceeds for third-party legal fees and expenses incurred during its negotiations relating to the Horizon Project.

ARTICLE VI

TERMINATION

Section 6.01 Completion of Tasks

The term of this MOU shall commence on or about November __, 2018 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

Section 6.02 Early Termination

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination, the Authority shall receive all grant/project administration fees properly incurred or committed prior to the date of termination.

ARTICLE VII

INSURANCE

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

Section 7.01 Commercial General Liability Insurance:

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

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

Section 7.02 Workers' Compensation and Employer's Liability Insurance:

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

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

Section 7.03 Umbrella Liability Insurance:

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

Section 7.04 Sub-contractor Requirements

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

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

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

ARTICLE VIII

INDEMNIFICATION

Section 8.01 Indemnification by the Town

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

Section 8.02 Indemnification by the Authority

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

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

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

ARTICLE IX

REPRESENTATIONS

Section 9.01 Plan of Development.

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

Section 9.02 Contracting Requirements.

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

ARTICLE X

GENERAL PROVISIONS

Section 10.01 No Recourse.

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

Section 10.02 Independent Contractor

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

Section 10.03 No Third Party Beneficiaries

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

Section 10.04 Counterparts

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

[Signature page to follow]

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

**CAPITAL REGION
DEVELOPMENT AUTHORITY**

By: _____
Michael W. Freimuth
Executive Director
Date _____

TOWN OF EAST HARTFORD

By: _____
Marcia A. Leclerc
Mayor
Date _____