

Robert J. Vane

2015 OCT 16 A 9:00

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 20, 2015

TOWN CLERK
EAST HARTFORD

7:00 P.M. Executive Session

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. October 6, 2015 Executive Session.
 - B. October 6, 2015 Public Hearing/Hens and Spas
 - C. October 6, 2015 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Resignation of Susan Tukey from the Patriotic Commission
 - B. Resignation of Tonya Rosario from the Commission on Services for the Disabled
7. OLD BUSINESS
 - A. Postponed from the October 6th meeting: Recommendation from the Ordinance Committee: Keeping Swine & Poultry §6-5, 6-8 & 6-10
8. NEW BUSINESS
 - A. Response to MMCT RFP re: Tribal Casino
 - B. Dial-A-Ride Operating Systems Grant
 - C. Homeland Security Grant Program
 - D. Refund of Taxes
 - E. Appointment of Peter Beley, Jr. to the Patriotic Commission
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Personal Injury Claim of Brittany Cone
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next regular meeting: November 17th)

Robert J. Pickett

2015 OCT 13 A 8:50

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 6, 2015

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Minority Leader
Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram
Aberasturia, Patricia Harmon and Anita D. Morrison

ALSO Scott Chadwick, Corporation Counsel
PRESENT Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:34 p.m.

MOTION By Esther Clarke
seconded by Bill Horan
to **go into** Executive Session to discuss the following cases:

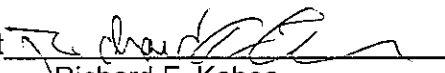
1. The pending assessment (tax) appeal East Hartford Housing Authority, et al. v. Town of East Hartford, Docket No. CV-14-602618S, regarding King Court; and
2. The pending CHRO/employment claim(s) of current Town employee, Frank Iacono (Police Officer).

Motion carried 8/0.

MOTION By Esther Clarke
seconded by Bill Horan
to **go back to** Regular Session.
Motion carried 8/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Bill Horan
to **adjourn** (6:55 p.m.)
Motion carried 8/0.

Attest 
Richard F. Kehoe
Town Council Chair

Robert J. Rank

2015 OCT 13 A 8:50

TOWN COUNCIL CHAMBERS

740 MAIN STREET

TOWN CLERK
EAST HARTFORD

EAST HARTFORD, CONNECTICUT

OCTOBER 6, 2015

PUBLIC HEARING/SWINE & POULTRY and MASSAGE SPAS

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Minority Leader
Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram
Aberasturia, Patricia Harmon and Anita Morrison

Chair Kehoe called the public hearing to order at 7:18 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

The following is a copy of a legal notice published in the Hartford Courant on Tuesday, September 29, 2015.

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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on **Tuesday, October 6, 2015 at 7:00 p.m.** in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding proposed revisions to the East Hartford Code of Ordinances as follows:

1. §6-5, 6-8 and 6-10 regarding the keeping of Swine and Poultry; and
2. §8-61 to 8-79 regarding Sexually Oriented Businesses

Any person(s) wishing to express an opinion on this matter may do so at this meeting. Drafts of these revisions are on file in the Town Council and Town Clerk offices.

Angela Attenello
Town Council Clerk

Chair Kehoe summarized the revisions to Chapter 6 which contains the keeping of swine and poultry ordinance and the revisions to Chapter 8 which contains the sexually oriented businesses ordinance.

The following citizens spoke in favor of the revisions to sections 6-5, 6-8 and 6-10 in Chapter 6, the keeping of swine and poultry ordinance:

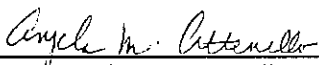
Michelle DeDominicis, 56 Hills Street; Laurie and Kayla Michaud, 104 Monroe Street; and Frank Forrest, 165 Maple Street.

The following citizens spoke against the revisions to sections 6-5, 6-8 and 6-10 in Chapter 6, the keeping of swine and poultry ordinance:

Frank & Janice Mastropasqua, 42 Hills Street and Ruth Johnson, 162 Greenwood Street.

Susan Kniep, 44-46 and 50 Olde Roberts Street, inquired on the proposed revisions to Chapter 8 regarding the sexually oriented businesses ordinance.

MOTION By Esther Clarke
 seconded by Bill Horan
 to **adjourn** (8:02 p.m.).
 Motion carried 8/0.

Attest 
 Angela M. Attenello
 Town Council Clerk

Robert J. Quirk

EAST HARTFORD TOWN COUNCIL

2015 OCT 13 A 8:50

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 6, 2015

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Minority Leader
Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram
Aberasturia, Patricia Harmon and Anita D. Morrison

CALL TO ORDER

Chair Kehoe called the meeting to order at 8:05 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.

AMENDMENTS TO THE AGENDA

MOTION By Bill Horan
seconded by Anita Morrison
to **amend** the agenda by adding, under Communications:

item 6 B. "United Way Campaign"; and
item 6 C. "City and Town Development Act Informational Sheet".

Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

John Kennelly, Attorney for Lamar Enterprises, spoke in favor of the billboards relocation agreement.

Susan Kniep, 50 Olde Roberts Street, spoke to (1) the issue of education in East Hartford; (2) is opposed to the billboards relocation; (3) inquired on how a citizen's comments can be made part of the minutes if that citizen cannot be present at the meeting; and (4) is opposed to the tax appeal request of the East Hartford Housing Authority for King Court.

Rick Bollash, representing Cox's Automotive, encouraged the Council to approve the outdoor amusement permit application for the recognition of the hundredth anniversary of Cox Automotive.

Mayor Leclerc (1) supports the amusement permit application of Cox Automotive; (2) thanked the Council for attending the Raymond Library ribbon cutting; (3) UCONN Health center opened at 800 Connecticut Blvd; (4) Dunkin Donuts at School Street Square opened; (5) flu clinic on October 23rd at the south end senior center; (6) the Hartford Marathon will be held this weekend; (7) revaluation has begun; (8) Youth Services will sponsor a social media safety program on Wednesday October 7th; and (9) the Request For Proposal for a municipally-hosted gaming facility has been released by the Mohegan and Mashantucket Tribal Councils.

APPROVAL OF MINUTES

September 16, 2015 Executive Session/McKennaCondio

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the September 16, 2015 Executive Session.
Motion carried 8/0.

September 16, 2015 Public Hearing/Billboards Relocation

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the September 16, 2015 Public Hearing.
Motion carried 8/0.

September 16, 2015 Regular Meeting

MOTION By Linda Russo
seconded by Pat Harmon
to **approve** the minutes of the September 16, 2015 Regular Meeting.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

East Hartford Public Schools Update

Brian Hall, Chair of the East Hartford Board of Education, and Nate Quesnel, Superintendent of East Hartford Public Schools, displayed a PowerPoint presentation to the Council on the 2015-2016 School Year Annual Report. Besides reviewing the results of the "Smarter Balanced Assessment" for language arts and math with the Council, Superintendent Quesnel relayed some of the many honors bestowed on the different schools within the district and the teachers honored by various organizations.

The district improvement plan is outlined as follows: (1) expect student achievement; (2) align system and operational efforts; (3) foster talent and competence; (4) nurture a solution-based culture of safety and engagement; (5) build family and community relationships; and (6) insist on results. One area of improvement that is being addressed is absenteeism – 2 fulltime truant officers have been hired.

United Way Campaign

Mayor Leclerc announced the start of the annual United Way Campaign which began with a kick-off breakfast held today in the town hall's Welling Conference Room.

CTDA Informational Sheet

MOTION By Bill Horan
 seconded by Linda Russo
 to move "CTDA Informational Sheet" from Communications to
 Item 8. G. under New Business.
 Motion carried 8/0.

NEW BUSINESS

Recommendations from Ordinance Committee:

Swine and Poultry

MOTION By Bill Horan
 seconded by Ram Aberasturia
 to **postpone action** on revising sections 6-5, 6-8 and 6-10 regarding the
 keeping of swine and poultry, until the October 20, 2015 Town Council
 meeting.
 Motion carried 8/0.

Sexually Oriented Businesses

MOTION By Bill Horan
 seconded by Linda Russo
 to **amend** the East Hartford Code of Ordinances by revising sections 8-61
 through 8-79 of the Sexually Oriented Businesses ordinance, consistent
 with the draft dated September 11, 2015, which was unanimously
 approved at the Ordinance Committee meeting held September 14, 2015,
 with two minor typographical corrections.
 Motion carried 8/0.

Billboards Relocation Agreement

MOTION By Linda Russo
 seconded by Ram Aberasturia
 to **approve** the proposed agreement between the Town of East Hartford,
 Goodwin College, Inc., TLC Properties LLC d/b/a TLC Properties of
 Connecticut Inc. and Lamar Central Outdoor Inc., as outlined and attached
 to a memo from Richard Gentile, Assistant Corporation Counsel to Marcia
 Leclerc, Mayor dated August 25, 2015, to relocate 2 billboards located at
 361 Main Street and 2 of the 4 billboards at 1179 Burnside Avenue to a
 location facing I-84 westbound at 65 Roberts Street.
 Motion carried 8/0.

Clean Energy Pledge

MOTION By Linda Russo
 seconded by Marc Weinberg
 to **adopt** the following resolution:

RESOLUTION TO ALLOW EAST HARTFORD TO BECOME A CLEAN ENERGY COMMUNITY

WHEREAS, the Town of East Hartford has assisted the State Department of Energy and Environmental Protection to produce Blue Ribbon guidelines to municipalities on the use of energy performance contracts, they have assisted the State in the selection of qualified energy service companies for municipalities to use to complete energy savings projects, they have completed three energy performance contracts providing energy savings to the Town and Board of Education totaling \$14.2 million using a combination of low cost financing and Energy Conservation bonds where 70% of the interest cost is paid by the Federal Government, they have converted 5,000 streetlights to LED fixtures saving \$250,000 annually in electricity costs while securing \$500,000 of rebates from Eversource, they have installed rooftop solar panels at five locations and solar panel arrays at four locations with projected savings of \$1.6 million, they have competitively bid electricity, gasoline, diesel fuel, and natural gas, and they have a solar field under development at the landform, and

WHEREAS, in order to further the good work to date at energy efficiency, the Town and Board of Education desire to become a Clean Energy Community and join 143 other Connecticut Municipalities in taking the pledge to reduce energy usage by 20% by 2018, and

WHEREAS, by taking the pledge, East Hartford will begin the laborious process of energy benchmarking by building using the Energy Star Portfolio Manager System, it will be allocated one slot in the Municipal Technical Assistance Program to document past energy savings programs and to prioritize future energy savings programs, it will gain access to \$43,000 in awards and grants to be used to further design and execute additional energy savings programs.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to execute a municipal pledge, letter of commitment, and any other documents necessary to become a Clean Energy Community. The terms, schedule, and other details shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

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

Assistance to Firefighters Grant

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

WHEREAS, the Federal Fire Protection and Control Act of 1974 established a competitive financial assistance program through the Federal Emergency Management Agency (FEMA) entitled the "Assistance to Firefighters Grant Program"; and

WHEREAS, the East Hartford Fire Department has made application to this Program to support the replacement and improvement of its wellness and fitness equipment; and

WHEREAS, the total of this award does not exceed \$ 52,536.00.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of East Hartford recognizes the need for funding these items under the Assistance to Firefighters Grant Program

AND FURTHER, BE IT RESOLVED that the Town Council does support and authorize the acceptance of this grant award from FEMA and authorizes its Mayor, Marcia A. Leclerc, to act as representative of the Town and to enter into contract and make any amendments thereto to receive funding from FEMA.

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

Refund of Taxes

MOTION By Marc Weinberg
 seconded by Anita Morrison
 to **refund** taxes in the amount of \$12,588.52
 pursuant to Section 12-129 of the Connecticut General Statutes.
 Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2014-03-0050262	ACOUSTICS INC	1999/1FTZF1821XNB07184	-25.59
2014-03-0050936	ALMADA MANUEL R	2001/2T1BR12E81C400926	-31.28
2014-03-0051005	ALVARADO-RODRIGUEZ MARIA	2000/1YVGF22C4Y5164781	-7.61
2014-03-0054107	BRAMANDE MATTHEW R	2000/JN1CA31D1YT734897	-10.64
2014-03-0056000	CASTELLANO JOSE EUSEBIO	2000/YS3EH45G6Y3050805	-10.64
2013-01-0000121	CORELOGIC COMMERCIAL TAX SERVICE ATTN: EVELYN CHAPA	860 MAIN ST	-187.28
2013-01-0000122		860 MAIN ST REAR	-187.28
2013-04-0081910	CT MAIDS CORP DBA MOLLY	2006/2T1BR32E16C614840	-22.06
2014-03-0058821	DAMORE CHRISTOPHER DAVID	2003/4A3AA46G33E214059	-19.31
2014-03-0059206	DAY JOHN C OR	2000/JTDDR32T2Y0033240	-34.26
2014-03-0059248	DEBORBA JULIANE H	2003/3VWSE69M53M107840	-12.98
2014-03-0059323	DEJESUESOTO OCTAVIO A	2003/2FMDA51473BA25151	-9.67
2014-03-0060354	DOUGLASS CHARLES M	2000/1FAFP5824YA171872	-10.91
2014-01-0001555	DOUVENMUEHLE MORTGAGE ATTN: ESCROW DEPT	91 CHRUCH ST	-8188.58
2014-03-0066612	HONDA LEASE TRUST	2014/1HGCR2F32EA173179	-215.48
2014-03-0067266	IAVECCHIA PETER J	2007/2G4WC582571213900	-20.5
2014-03-0068295	JP MORGAN CHASE BANK NA	2013/SALVP1BG2DH733832	-411.86
2014-03-0068525	KATHWARU RAJENDRA	2007/1N4AL21E47N415391	-74.85
2014-03-0070887	LIZOTTE DOLORES V	1999/2G4WB52K0X1534738	-42.84
2014-03-0072670	MCALLISTER JEAN M	1993/1YVGE31A9P5149605	-28.06
2013-03-0073123	MEDINA MIGDONIO P	2002/1FMZU77E22UB76254	-160.49
2014-03-0073260	MELENDREZ JESUS	2000/1J4GW48S1YC110389	-11.1
	MERCEDES-BENZ FINANCIAL SERVICES		
2014-03-0058683	LEASE TAX SUPPORT	2013/WDDHF8JB3DA695791	-714.4
2014-03-0074446	MORRIS JAMES F OR	1999/1GCCS1945XK159680	-23.89

2014-03-0075288	NGUYEN TUNG T	1996/JNKCA21D3TT000891	-8.62
2014-03-0075358	NIEVES ESPERENZA	1996/2T1BA02E3TC108489	-7.48
2014-03-0076366	ORTIZ JESSICA N	2013/MLHMC4108D5301247	-5.23
2014-03-0079269	REED RAYMOND	2008/1GCEC14X38Z118187	-170.7
2013-03-0079729	RICHARDSON VENDETTA Y	1999/1G4HR52K7XH403386	-39.26
2014-03-0081445	RUEMMELE MADELINE	2001/1FTRW08LX1KD78837	-18.12
2014-03-0085296	THOMPSON LEE L	2006/JA4LZ31F16U048075	-68.79
2014-03-0086973	VCFS AUTO LEASING CO	2013/YV4902DZ7D2440249	-420.34
2013-03-0087330	VISUAL EXPRESSIONS LLC	2011/1D7RV1CT5BS515996	-932.06
2013-03-0087462	VW CREDIT LEASING LTD	2011/WWHP7AN6BE705571	-456.36
TOTAL			-12,588.52

Outdoor Amusement Permit Applications:

Cox Automotive

MOTION By Bill Horan
seconded by Linda Russo
to **approve** the outdoor amusement permit application submitted by Larry Galuska, Owner of Cox Automotive Corporation to hold an Open House to celebrate Cox Automotive's centennial with food, music and an antique car show on Saturday October 17th from Noon to 5PM at 200 Main Street and 191 Main Street –Hockanum School – with proceeds going to benefit the Wounded Warrior Project, 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; and to **waive** the associated permit fee under the provisions of section 5-6(a) of the Code of Ordinances as this is a fund raiser to benefit the Wounded Warrior Project which is a non-profit organization.
Motion carried 8/0.

24rd Annual Aselton Memorial Snow Dash

MOTION By Ram Aberasturia
seconded by Anita Morrison
to **approve** the outdoor amusement permit application entitled "Brian Aselton Memorial 5K Snow Dash", submitted by Ted Fravel, Director of the East Hartford Parks and Recreation Department and by the East Hartford Police Department to conduct a 5K road race (Snow Dash), to be held in the vicinity of the Langford School area – 61 Alps Drive – and surrounding streets on Sunday, January 10,

2016 between the hours of 11:00AM and 4:00PM, with the use of public streets occurring between the hours of 1:30PM and approximately 2:15PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 8/0.

Gengras Harley-Davidson Fall Open House

MOTION By Ram Aberasturia
seconded by Linda Russo
to **approve** the outdoor amusement permit application submitted by Stephen Bray, Events Coordinator, on behalf of Gengras Motor Cars, Inc. for a Fall Open House which featured motorcycle stunt shows each day, music, food , sales and vendors at 221 Governor Street on Saturday, September 19, 2015 from 9AM to 5PM, with music from 10AM to 4PM, and on Sunday, September 20, 2015 from 10AM to 3PM, with music from 10AM to 2PM; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 8/0.

CTDA Informational Sheet

MOTION By Bill Horan
seconded by Ram Aberasturia
that the Mayor or her designee is authorized to prepare and disseminate informational documents in a Question and Answer format which explains the provisions of the City and Town Development Act, the Senior Center bond referendum and the Capital Equipment bond referendum. Such document shall not advocate either the approval or disapproval of the referendum questions.
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Pat Harmon asked about trimming shrubs at the corner of Bidwell Avenue for a better sight line to Burnside Avenue. *The Mayor explained that the shrubs are on private property and sent a certified letter asking the owners to trim their hedges.* Councillor Harmon also asked approving MDC water lines for the residents on Sherwood Drive. *The Mayor indicated that residents need to consent to this installation and the residents have previously rejected such installation on two separate occasions.*

Esther Clarke inquired on drilling wells on the golf course. *The Mayor indicated that the goal is to replace MDC water with well water while ensuring the town does not draw down the aquifer in a manner that impacts other users of the aquifer on Sherwood Drive and Burnham Street.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

East Hartford Housing Authority, et al v Town of East Hartford

MOTION By Bill Horan
 seconded by Ram Aberasturia
 to accept Corporation Counsel's recommendation to settle the
 pending real property assessment (tax) appeal known as East
 Hartford Housing Authority v town of East Hartford,
 Docket No. HHB-CV-14-6026018S, involving the following properties
 – all on King Court – for the total fair market value of \$2,850,000.00:

5-7,6,9-11,10,12-14,13-15,16-18,20-22,21,24-26,25-27,30,32-34,36-38,37,
40-42,44-46,48,49,50-52,51-53,54-56,55-57,58-60,59,61-63,62-64,65-67,
66-68, 69-71, 70-72, 73, 75-77, 76-78 and 79-81.

Motion carried 8/0.

CHRO/Employment Claim(s) of current Town employee, Frank Iacono (Police Officer).

No action taken.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Marc Weinberg wished a belated Happy Birthday to Bill Horan.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by
 to **adjourn** (11:00 p.m.).
 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be October 20th.

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 14, 2015
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: RESIGNATION – Patriotic Commission

Attached is a copy of a letter received from Susan Tikey, who is resigning from the Patriotic Commission.

Please place this resignation on the October 20, 2015 agenda and share our appreciation as a community for the valuable service Susan has provided by volunteering her time on this commission.

Thank you.

C: R. Pasek, Town Clerk

Carrero, Jessica

From: susan tukey <susantukey@att.net>
Sent: Wednesday, October 14, 2015 4:37 PM
To: Melodie D. Wilson
Cc: Don Currey; Leclerc, Marcia
Subject: Re: Patriotic Commission

Melodie,

Due to our inability to resolve our differences in how veterans should best be served effective October 14th, 2016 I regretfully hand in my resignation.

Susan Tukey



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 14, 2015
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: RESIGNATION – Commission on Services for the Disabled

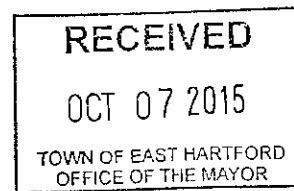
Attached is a copy of a letter received from Tonya Rosario, who is resigning from the Commission on Services for the Disabled

Please place this resignation on the October 20, 2015 agenda and share our appreciation as a Community for the valuable service Tonya has provided by volunteering her time on this commission.

Thank you.

C: R. Pasek, Town Clerk

To: Robert Pasek
Town Clerk



Re: Tanya Rosario

This letter is to inform you that I am respectfully resigning from the Commission on services for the Disabled. I know my time has been short and I greatly appreciate the support of the Mayor and the commission members. However, at this time I have found that I do not have the ability to commit the way I would like to due to family time constraints. Again, I am very grateful for the opportunity afforded to me by the town and I wish the commission well.

Respectfully

Tanya Rosario

10/2/15

CC: Mayor Marcia Leclerc, Don Curry Democratic Chair, Henry Genga 6th district chair, Marie Beaulier commission Chair.

KEEPING OF EGG-LAYING HENS (9/14/15 DRAFT)

Section 6-5 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

- (a) No person shall keep swine or poultry within two hundred and seventy [(270)] feet of either the street line, or of any dwelling house or public building or within fifty [(50)] feet of a lot line.
- (b) Notwithstanding the provisions of subsection (a), a person may keep no more than three hens on a property not less than one quarter acre and not greater than one acre, and keep no more than six hens on a property of more than one acre but not greater than two acres and keep no more than twelve hens on property of more than two acres provided: (1) the hens are kept in a soundly fenced enclosure in the property's rear yard which area is located not less than twenty feet from the abutting property lines; (2) the fenced enclosure contains a well-maintained coop less than fifteen feet in height and impermeable to rodents, wild birds and predators including dogs, cats, foxes and coyotes; (3) the enclosure and coop must be clean and odor free and kept in a neat and sanitary condition at all times in a manner that will not disturb the use or enjoyment of abutting properties due to noise, odor or other adverse impact; (4) odors from hens, hen wastes or other hen related substances shall not be perceptible at the property boundaries or the street lines; (5) any portion of the coop visible from another lot or property or a street line shall be screened by a fence or plantings sufficient to block any sight of the coop from the other lot, property or street line; (6) the hens are used for personal use only; (7) no roosters are kept on such property; and (8) the keeping of such hens shall not create any other type of nuisance to abutting property owners or the general public.

Sections 6-8 and 6-10 of the East Hartford Code of Ordinances are amended to read as follows:

Sec. 6-8. License Required to Raise Animals or Poultry.

- (a) Any person engaged in raising or breeding poultry, pigeons, rabbits, hares or guinea pigs for commercial purposes, or keeping hens pursuant to section 6-5, shall obtain a license from the Director of Health.
- (b) Each application shall state the number and kind of poultry or animal to be raised, or kept, and the location of the premises to be used for that purpose.

Sec. 6-10. Complaint of Unsanitary Conditions

Whenever a complaint is made to the Director of Health that the animals or structures mentioned in Sections 6-5, 6-7, 6-8 and 6-9 are creating unsanitary or obnoxious conditions, the Director of Health shall give notice of a hearing to be held at which the party complained against and the complainant shall be present. If, after hearing, the Director deems the conditions unsanitary, he shall revoke the license of the party complained against.

Any person whose license is revoked pursuant to this Section may appeal such decision to the Mayor, in writing, within ten (10) days after notice of the Director's decision.

REQUEST FOR PROPOSALS



**Mashantucket Pequot
Tribal Nation**



**MOHEGAN TRIBAL
GAMING AUTHORITY**

October 1, 2015

**Issued by MMCT Venture, LLC pursuant to
Special Act No. 15-7, Connecticut Bill No. 1090**

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General

Introduction

The Mashantucket Pequot Tribe and the Mohegan Tribal Gaming Authority, through its newly formed entity, MMCT Venture, LLC, invites you to respond to the attached Request for Proposal for the development of a first-class gaming entertainment facility in your community.

It is with a deep sense of the history of this moment that our two nations move forward on this joint venture to protect the jobs, revenue and partnership we have enjoyed with the State of Connecticut for over twenty years. We take very seriously our responsibility to deliver a first rate, sustainable project to our home state, and we believe fundamentally that all interested communities and their leaders will share this commitment with us. We are interested in finding a partner in this region who:

- Is committed to the protection and preservation of Connecticut jobs;
- Is committed to a sustainable, regional approach to development and to leveraging the gaming facility to create jobs and development opportunities for the region;
- Recognizes and welcomes us as active and willing members of the community with a genuine stake in a well-managed and well-sited facility;
- Understands that the gaming market in New England is extremely competitive and that as a result sufficient public infrastructure, tax policies, and willing and well-trained workforces are essential to winning the regional battle for jobs and revenue; and
- Demonstrates an ability and willingness to work with landowners, developers, labor and other stakeholders to achieve our common goal of completing a project quickly and efficiently.

One of the main things that distinguishes us in this effort to meet our competition head on is that we view this development, as well as our other on- and off-reservation activities, through the lens of centuries. We are bound to honor our ancestors and to leave a better place for our grandchildren, and this commitment is fundamental to all that we do. This project must be done well, it must be done right, and it must be done in a manner consistent with our shared values.

Thank you very much for your consideration, reflection and, hopefully, your response to this Request for Proposal.

Instructions

In accordance with Special Act No. 15-7, Connecticut Bill No. 1090, the Mashantucket Pequot Tribe and the Mohegan Tribal Gaming Authority, an instrumentality of the Mohegan Tribe of Indians of Connecticut, have formed a joint venture, MMCT Venture LLC ("MMCT") to protect Connecticut jobs and to encourage tourism by creating a new casino gaming facility (the "Facility") to be built in the Hartford County region.

MMCT is interested in identifying a Municipality that wishes to become home to the Facility that will provide significant and lasting benefit to the residents of the community, the region and the State of Connecticut and will deliver an overall experience that residents and tourists will enjoy for years to come.

MMCT anticipates planning, designing, constructing and operating the Facility that would service 10,000 visitors daily. The Facility would be programmed to provide ample parking, food and beverage and other amenities that would result in a first-class experience for these visitors and would complement the existing assets of the community and region.

The proposal may only be submitted by a Municipality that has identified one or more potential locations that could be the site of the new Facility.

If a respondent is unable to comply with or respond to any part of this Request for Proposals (RFP) and requires clarification, questions may be submitted in writing to MMCT@hpearce.com. MMCT has selected Pearce Real Estate to coordinate the receipt of Proposals and to respond to any questions or request for information. Questions will not be accepted or answered verbally. Questions will be accepted by e-mail and answered on the Frequently Asked Questions (FAQ) page at www.HPearceCommercial.com where you will find a link to the MMCT Venture page. Additional copies of this RFP are available at the same location. At no time during this process should any Respondent contact MMCT, the tribes or their officials, gaming enterprises, or executives directly. Answers to questions submitted will be posted on the MMCT Venture page at www.HPearceCommercial.com.

This RFP does not constitute an offer of any nature to any respondent. Neither MMCT nor Pearce Real Estate shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP. This RFP is divided into two primary sections:

- The first section requests responses that pertain to the Municipality; and
- The second section requests responses that pertain to a particular property or properties. More than one property may be submitted with a Proposal, but a separate Property Submission Form and Approval Forms must be completed for each property.

When submitting the Proposal, please feel free to extend your response beyond the formal space provided by reference to an attachment. Please label any attachments made within a response by Section Reference. Please be sure that the Respondent's name is on each page of the Proposal as well as any attachments and, also, where appropriate identifying information about a property or properties is also clearly marked on each page or pages.

Submission of a Proposal: The deadline to submit Proposals is no later than **4:00 p.m., Friday, November 6, 2015**. The respondent must submit three hard copies to H. Pearce Commercial c/o Chris Nolan, 393 State St., North Haven, CT 06473 and one electronic version to MMCT@hpearce.com. All sections of this RFP must be submitted in order for a Proposal to be considered, including the signatures of the duly authorized officer or agent of the Municipality and for the Property.

Proposals will be evaluated immediately thereafter. MMCT expects to select the Municipality and the Property by December 15, 2015. Thereafter, MMCT intends to negotiate and enter into a development agreement with the selected Municipality and an option to purchase or lease the selected Property. Any development agreement with the Municipality and purchase or lease of the selected Property will be contingent on the enactment of legislation authorizing the operation of the Facility as contemplated.

Section B:
Municipality
Submission Form

B. Municipality Submission Form

Municipality: _____

Municipality Submission Form

B-1 Name of the Municipality

Name: _____

B-2 Type of Government (check one box)

☐ Mayor – Town Council

☐ Board of Selectmen

☐ Town Council - Manager

☐ Other (please describe) _____

B-3 Mailing address of the respondent and contact person

Contact Name

Number and Street

City

State

Zip Code

Phone

Fax

Email

B. Municipality Submission Form

Municipality: _____

B-4 Formal Approval Process

a. What approvals will be necessary in order to develop and operate the Facility in this Municipality? Please describe and include any and all relevant actions, agencies or officials that may be required.

b. Has this Municipality undertaken any action in support of or against the Facility being sited in your Municipality?

B-5 Planning Commission & Zoning Permits

a. Name of Governing Body(ies):

b. Description of Permitting Process:

c. Requirement of the Permitting Process and any accommodations, if available, to expedite the process:

B-6 Inland/Wetland Permits

a. Name of Governing Body(ies):

b. Description of Permitting Process:

c. Requirement of the Inland / Wetland Permits process and any accommodations, if available, to expedite the process:

B. Municipality Submission Form

Municipality: _____

B-7 Types of Taxes, fees and assessments

a. Property Taxes: Mill Rate _____ Last Assessment Year _____
Next Planned Assessment _____

b. Please describe any other taxes, fees or assessments required:

B-8 Other Municipal Departments or Services

a. Police Department – Services that would be required to accommodate the Facility:

b. Fire Department - Public or Volunteer – Services that would be required to accommodate the Facility:

c. Any other departments or services that would be required to accommodate the Facility:

B-9 Other Information, for consideration

a. Please describe any other relevant or unique information about this Municipality that should be considered:

Section C:
Property Submission
Form

**If more than one property is proposed, please submit
a Property Submission Form for each property.**

C. Property Submission Form

Property Name: _____

Property Submission Form

COMPONENTS OF THIS FORM MARKED BY* MAY BE SUBMITTED
SEPARATELY TO PEARCE REAL ESTATE AS CONFIDENTIAL**

C-1 Property Information

a. Name: _____

b. Address: _____

c. Property Owner(s) and Contact Information:

d. Offer Terms for Sale or Lease of the Property***:

e. Current and prior uses of the Property:

f. Please describe any obstacles that may prevent any portion of the Property from being developable***:

g. Please provide a brief description of the Property including size, total acreage, and developable/buildable acreage:

C. Property Submission Form

Property Name _____

- h. Please provide a brief description of the existing building(s) (if applicable) including square footage, number of floors, square footage per floor, age of building, parking facilities, etc.:

- i. Please describe any easements, restrictions, or known encumbrances or any other legal claims involving the Property and any surrounding properties***:

- j. Please describe any planned land development or construction which may affect the Property including neighboring projects, road/utility line construction, ongoing or planned***:

- k. Please describe any prior development proposals, planned, pending, or abandoned for the Property or adjoining parcels. Include approvals granted or denied by any entity or legal proceedings regarding such proposals:

- l. Please provide with this Form the following additional items regarding the Property:

- Assessor's card
- Current real estate tax bill
- Tax map
- Zoning map with outline of property boundaries and zone designation
- Survey of the property, if available

C. Property Submission Form

Property Name: _____

C-2. Accessibility/Visibility

a. Nearest highway/interstate & exit number: _____

b. Distance to the Property? _____

c. Is this a four-way interchange? _____

d. Describe the road system & route from highway/interstate to the Property and who controls it:

State _____ Local _____

e. Is the Property currently (or potentially) visible from the highway?

f. Do improvements need to be made to the road system, and if so, who would be responsible?

g. Please indicate which of the following items you are able to provide upon request, if any (please check all that apply)

- Topographical maps/surveys/reports _____
- A-2 Survey _____
- Geotechnical maps/surveys _____
- Elevation maps _____
- Inland/Wetlands maps/surveys/reports _____
- Environmental Reports _____
- Aerial and street level photos _____
- Locator maps _____
- Interstate overlays _____
- Detailed legal description of the Property _____
- Existing feasibility studies of/for the Property _____
- Detailed explanation of ownership if an LLC, limited partnership, or other entity _____
- Engineering Report for any existing building(s) _____

C. Property Submission Form

Property Name: _____

C-3 Utilities

a. Water

i. Name of Provider or if municipally controlled: _____

ii. Description of Governance:

iii. Description of Service to the Property:

iv. Description of Accommodations, If Available, To Service the Property:

b. Gas

i. Name of Provider or if municipally controlled: _____

ii. Description of Governance:

iii. Description of Service to the Property:

iv. Description of Accommodations, If Available, To Service the Property:

C. Property Submission Form

Property Name: _____

c. *Electric*

- i. Name of Provider or if municipally controlled:

- ii. Description of Governance:

- iii. Description of Service to the Property:

- iv. Description of Accommodations, If Available, To Service the Property:

d. *Sewer*

- i. Name of Provider or if municipally controlled:

- ii. Description of Governance:

- iii. Description of Service to the Property:

- iv. Description of Accommodations, If Available, To Service the Property:

C. Property Submission Form

Property Name: _____

C-4 Other

a. Surrounding and Adjacent Properties

- i. Please describe the surrounding and adjacent property (ies) and their uses:

- ii. Please describe any easements, restrictions, or known encumbrances relative to these surrounding and adjacent properties:

b. Environmental

- i. Please provide and/or describe any known or suspected environmental conditions relating to the Property, including any disclosed by an environmental site assessment report***:

- c. MMCT understands that all properties possess individual characteristics and challenges that are unique. If there are special circumstances regarding the Property that you would like to be considered for the Facility, we encourage you to attach this information. Also, if you can provide any economic incentives, please describe how they would be delivered to this project***:

Section D: **Approval to Submit**

If more than one property is proposed, please submit a Municipality Approval Form and a Property Approval Form for each property

D. Approvals to Submit Application

Municipality: _____

Property Name: _____

Municipality Approval:

Name of Authorized Individual: _____

Title: _____

Date: _____

The undersigned Authorized Individual hereby certifies that this Proposal by the Municipality (excluding the Property Submission Form) is true, correct and complete in all material respects, that he/she is duly authorized by the Municipality to execute and submit the Proposal on behalf of the Municipality and that the submission of this Proposal is duly authorized by the Municipality.

Signature of Authorized Individual: _____

State of Connecticut)
County of _____) ss. _____

On this the ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____ (Name of Authorized Individual), known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged that he/ she executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: _____
[SEAL]

D. Approvals to Submit Application

Municipality: _____

Property Name: _____

Property Approval:

Owner of the Property: _____

If the Property Submission Form is completed by other than the Owner, please indicate
your relationship to the Owner: _____

Name of Authorized Individual: _____

Title: _____

Date: _____

The undersigned Authorized Individual hereby certifies that the Property Submission Form of this
Proposal by the Municipality is true, correct and complete in all material respects, that he/she is duly
authorized to execute and submit the Property Submission Form and that the submission of the Property
Submission Form is duly authorized by or on behalf of the owner of the Property.

Signature of Authorized Individual: _____

State of Connecticut)
County of _____) ss. _____

On this the ____ day of _____, 2015, before me, the undersigned officer, personally appeared
_____ (Name of Authorized Individual), known to me (or satisfactorily proven) to be
the person whose name is subscribed above and acknowledged that he/ she executed the same for the
purposes therein contained.

In Witness Whereof, I hereunto set my hand.

Signature of Notary Public

Date Commission Expires: _____

[SEAL]



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 14, 2015
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Dial-A-Ride Operating System Grant

The Town has been awarded a \$14,133.00 grant from the Greater Hartford Transit District (GHTD) to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2015 to July 1, 2016. This is a noncompetitive award that the Town receives due to its inclusion as a GHTD member town.

The Town has been receiving this grant from the GHTD on an annual basis since 2006. The amount of the award has increased by various amounts from year to year, from a low of \$11,862.91 in 2006-07 to the present high of \$14,133.00 for 2015-16. The Town is required to match these funds dollar for dollar. Attached are the guidelines for the use of funding and a Resolution that is necessary to execute documents for the town.

Please place this information on the agenda for the October 20, 2015 meeting. I recommend that the Town Council approve this request as submitted by adopting the attached resolution in support thereof.

Thank you.

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

R E S O L U T I O N

I, Angela M. Attenello, Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the Town Council of said corporation, duly held on the 20th day of October, 2015.

WHEREAS: The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2015-2016 and;

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

NOW THEREFORE LET IT BE RESOLVED; that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$14,133.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of October, 2015.

Signed: _____
Angela M. Attenello
Town Council Clerk

seal

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – Dial-a-Ride Operating System Grant

DATE: October 9, 2015

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

The Town of East Hartford has been awarded a \$14,133.00 grant from the GHTD to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2015 to June 30, 2016. This amount represents a \$0.13 increase from the previous year.

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

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 20, 2015. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director
Ted Fravel, Parks and Recreation Director
Kathy Kane, Senior Services Coordinator

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2015 by and between the Greater Hartford Transit District (the "District") and the Town of East Hartford ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2016-ADA-01 Agreement 4.19-06 (11) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of East Hartford for the time period of July 1, 2015 - June 30, 2016.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2015, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operation Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$ 28,266.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$14,133.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must be in the categories set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$14,133.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2015 through June 30, 2016. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee 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, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee 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, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Grantee 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 Grantee as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract such Grantee 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Grantee 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 Grantee as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders -This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:
http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this

Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 15 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this _____ day of _____, 2015.

[SEAL]

Signed and Sealed in the
presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF EAST HARTFORD

The Grantee has executed this Grant Contract this _____ day of _____, 2015.

[SEAL]

Signed and Sealed in the
presence of:

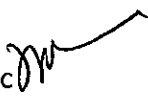
Witness

Marcia A. Leclerc, Mayor

Witness



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

Date: October 14, 2015
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Homeland Security Grant Program 2015

The Town of East Hartford is once again eligible for funding under the Homeland Security Grant Program (HSGP) through the of the State of Connecticut Department of Emergency Services & Public Protection (DESSP), Division of Emergency Management and Homeland Security (DEHMS).

The program provides funding to the Town of East Hartford and the Capital Region Council of Governments (CRCOG) to support emergency management and homeland security projects and programs. The Town has participated in this program since 2003.

Please place this information on the agenda for the October 20, 2015 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program

Cc: P. O'Sullivan, Grants Manager
W. Perez, Assistant Fire Chief

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CT.

I, Angela M. Attenello, 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, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hartford Town Council of said corporation, at its duly called and held meeting on October 20, 2015, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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, including the Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate for the Federal Fiscal Year 2015 Homeland Security Grant Program; and

FURTHER RESOLVED that Marcia A. Leclerc, 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.

The undersigned further certifies that Marcia A. Leclerc now holds the office of Mayor and that she has held that office since January 10, 2011.

IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this ____ day of October, 2015.

Angela M. Attenello
Town Council Clerk

seal

GRANTS ADMINISTRATION MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – FFY 2015 Homeland Security Grant Program

DATE: October 13, 2015

Attached is a draft resolution authorizing you to sign documents to be submitted to the state Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS), related to the Federal Fiscal Year 2015 State Homeland Security Grant Program (HSGP).

The Town of East Hartford is again eligible to participate in annual grant opportunities from the federal government under the HSGP through CT DESPP/DEMHS. A resolution must be passed by the Town Council authorizing you to sign any grant documents for submission to DEMHS.

Participating with these programs will allow the Town of East Hartford and the Capitol Region Council of Governments (CRCOG) to receive Federal funds to support emergency management and homeland security projects and programs that benefit the Town.

The HSGP was established in 2003 and is designated to incorporate all projects that provide funding to local, state, and Federal government agencies by the Department of Homeland Security. The purpose of these grants is to purchase surveillance equipment, weapons, and advanced training for law enforcement personnel in order to heighten security.

The HSGP helps fulfill one of the core missions of the Department of Homeland Security by enhancing the country's ability to prepare for, prevent, respond to and recover from potential attacks and other hazards. The Town has participated in this program since its inception.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 20, 2015. Please contact me at extension 7206 if you have any questions.

Attachment

Cc: Eileen Buckheit, Development Director
William Perez, Assistant Fire Chief

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2015 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the Municipality of EAST HARTFORD, the Capitol Region Council of Governments (CRCOG) and the Region 3 Regional Emergency Planning Team (Region 3 REPT). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2015 State Homeland Security Grant Program (SHSGP), Award No. EMW-2015-SS-00074-S01, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DESPP/DEMHS Coordinating Council, now known as the DESPP/DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DESPP/DEMHS is retaining pass-through funds from 2015 SHSGP in the total amount of \$1,676,081 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DESPP/DEMHS – in coordination and cooperation with the municipalities located within DESPP/DEMHS Region 3, including EAST HARTFORD – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DESPP/DEMHS Region 3.
6. EAST HARTFORD is eligible to participate in those Federal Fiscal Year 2015 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$317,698 (and an additional \$40,720.40 for the regional bomb squad) for Region 3, which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and EAST HARTFORD enter into Part I of this MOA authorizing the SAA to act as the agent of EAST HARTFORD and allowing the SAA to retain and administer grant funds provided under 2015 SHSGP the seven regional set-aside projects listed above, and also for CRCOG to provide the financial and programmatic oversight described below.

C. SAA and EAST HARTFORD Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,676,081 for in furtherance of the seven regional set-aside projects listed above.

EAST HARTFORD agrees to allow the SAA to provide financial and programmatic oversight of the \$1,676,081 for the purpose of supporting the allocations and uses of funds under 2015 SHSGP consistent with the 2015 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DESPP/DEMHS Advisory Council.

EAST HARTFORD agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments and EAST HARTFORD Responsibilities.

EAST HARTFORD also agrees to allow Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2015 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 (and an additional \$40,720.40 for the regional bomb squad) targeted to member municipalities in DESPP/DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DESPP/DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the Municipality of EAST HARTFORD, the Capitol Region Council of Governments (CRCOG), and the DESPP/DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DESPP/DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. EAST HARTFORD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of EAST HARTFORD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A, the Appendix will be added to this MOA).
4. The parties also agree that EAST HARTFORD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2015 grant funds, as approved by the Region 3 REPT, and DESPP/DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. CRCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DESPP/DEMHS Region 3 for Federal Fiscal Year 2015 ;

B. Purpose.

DESPP/DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments, and EAST HARTFORD, enter into Part II of this MOA regarding asset(s) for which EAST HARTFORD agrees to be the custodial owner, and which are described in the approved 2015 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and CRCOG.

In its role as SAA, DESPP/DEMHS will subgrant funds to CRCOG, which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in Appendix A.

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in _____ EAST HARTFORD _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ EAST HARTFORD _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of _____ EAST HARTFORD _____.

4. Responsibilities of Custodial Owner

_____ EAST HARTFORD _____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ EAST HARTFORD _____ agrees:

- To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____ EAST HARTFORD _____'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- To maintain all necessary insurance regarding the asset(s) and their use;
- To cooperate with any state or federal audit of the asset(s) and/or their use;
- To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- That all maintenance and operations of the asset(s) by _____ EAST HARTFORD _____ shall conform to the manufacturer's recommendations. If appropriate, _____ EAST HARTFORD _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ EAST HARTFORD _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

TOWN OF EAST HARTFORD 2015 HSGP Omnibus MOA

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), EAST HARTFORD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If EAST HARTFORD does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT

A. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of EAST HARTFORD is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving EAST HARTFORD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DESPP/DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until EAST HARTFORD, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DESPP/DEMHS and by any other applicable state agency.

G. Audit Compliance.

If EAST HARTFORD through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then EAST HARTFORD must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. EAST HARTFORD agrees that all fiscal records, if any, pertaining to the projects shall be

maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

EAST HARTFORD commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. EAST HARTFORD agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by 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 Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town 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.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: <u>William.shea@ct.gov</u> and <u>Rita.Stewart@ct.gov</u>	Phone: 860-256-0800 Fax: 860-256-0815
2. The Point of Contact for <u>TOWN OF EAST HARTFORD</u> (Please fill in the following fields)	
Name & Title: Bruce Lockwood	
Address: 31 School St	
Email Address: <u>blockwood@easthartfordct.gov</u>	Phone: 860-291-7411 Fax: 860-291-7621

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or EAST HARTFORD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF EAST HARTFORD

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

THE CAPITOL REGION COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Its Executive Director
Duly Authorized
Typed Name _____

THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM

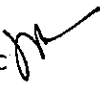
By: _____ Date: _____
Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____
William P. Shea
Duly Authorized



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 14, 2015
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$3,689.34 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the October 20, 2015 Town Council meeting.

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

INTEROFFICE MEMORANDUM

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

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE



SUBJECT: REFUND OF TAXES

DATE: 10/6/2015

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 \$3,689.34. Please see attached listing.

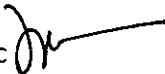
Bill	Name	Address	Prop Loc/Vehicle Info.	Int Paid	L/F Paid	Over Paid
2012-03-0051277	ANKOMAH ANITA	3 GAYRIDGE RD APT 312 WATERBURY CT 06705	2010/2T3ZF4DV0AW022922	18.94	5	-553.38
2013-03-0051310	ANKOMAH ANITA	6 GAYRIDGE RD APT 312 WATERBURY CT 06705	2010/2T3ZF4DV0AW022922	44.71	5	-546.39
2014-03-0051908	ASUBONTENG EVANS AMPONSA	50 HILLSIDE ST B6 E HARTFORD CT 06108-3615	1994/1HGCD555XRA109514	0	0	-63.61
2014-03-0054694	BUD BEHLING LEASING INC	100 OLD POND RD BRIDGEVILLE PA	2012/1FTNE2EW7CDA70897	0	0	-49.58
2013-03-0058904	DAVIDSON CHARLES A	PO BOX 78 LAFAYETTE HL PA 19444-0078	2013/YV1612FS4D1216245	0	0	-47.35
2014-03-0060098	DL PETERSON TRUST	940 RIDGEBROOK RD SPARKS MD {See envelope to mail out}	2004/1XXDDU9X34J055138	0	0	-299.92
2014-03-0060667	DUNNELLS CALVIN L JR	491 BREWER ST E HARTFORD CT 06118-2209	1998/4S2CM58WXW4332301	0	0	-15.68
2014-03-0064200	GOMEZ GREGORIO	40 CUMBERLAND DR C2 E HARTFORD CT 06118-1153	2000/1FAFP42XXYF177449	0	0	-12.93
2014-03-0064748	GRANT ICAH L	421 TOLLAND ST U214 E HARTFORD CT 06108-2509	1992/1B7FL23X2NS619801	0	0	-5.83
2014-03-0065066	GUERRA ADAN E	105 WINDING LN E HARTFORD CT 06118-3231	1997/1G8ZG1274VZ387409	0	0	-12.71
2014-03-0066008	HENSON LEON	PO BOX 380116 E HARTFORD CT 06138-0116	1994/2B5W835Z5RK134164	0	0	-79.83
2014-03-0066009	HENSON LEON	605 TOLLAND ST E HARTFORD CT 06108-2607	1990/1G6DW5479LR720632	0	0	-71.33
2014-03-0067573	JACQUES DRYWALL LLC	125 WALNUT ST E HARTFORD CT 06108-2975	2003/1GCHG35U531137459	0	0	-37.93
2014-03-0068267	JP MORGAN CHASE BANK NA	P O BOX 901098 FORT WORTH TX 76101 {See envelope to mail out}	2012/4S3BMB6A60C3039850	0	0	-452.51
2014-03-0069254	KOVENSKY NEIL B OR	17 SPRINGSIDE AV E HARTFORD CT 06108-1659	1999/1HGC66676XA071404	0	0	-11.32
2014-03-0069255	KOVENSKY NEIL B OR	17 SPRINGSIDE AV E HARTFORD CT 06108-1659	2004/1HGCM66524A080023	0	0	-22.66
2014-03-0073551	MICHAUD ANN C	91 HANDEL RD E HARTFORD CT 06118-2618	2009/1NXBU40E29Z052019	0	0	-26.74
2014-03-0073566	MICHAUD DENNIS J	91 HANDLE RD E HARTFORD CT 06118-2618	2005/1D7HW48N95S338796	0	0	-29.20
2014-03-0075626	NOEL WILLIAM R	102 CHRISTINE DR E HARTFORD CT 06108-2934	2005/1GCEC14X85Z343359	0	0	-48.49
2014-03-0084211	STEEL JAMES M	5827 SILVER OAK MISSOURI CITY TX 77459	2014/3FADP4AJ8EM159189	0	0	-104.88
2014-03-0086108	TRUONG KIMLOAN	50 HILLTOP FARMS LN E HARTFORD CT 06118-1754	2000/1FMYU70ESYUJA04847	0	0	-7.66

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2
3

2014-03-0086453	USB LEASING LT	1850 OSBORN AVE OSHKOSH WI 54902	2014/1G6DE1E30E0107135	0	0	-999.16
2014-03-0086485	UTZTRAN LLC	900 HIGH ST HANOVER PA 17331	2011/1FC2E3KL18DA11961	0	0	-182.85
2013-03-0087324	VIROLA LUZ C	590 WETHERSFIELD AV APTC16 HARTFORD CT 06114	1997/2G4WSS2M9V1431932	0	0	-7.40
TOTAL						\$ (3,689.34)



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 30, 2015
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: BOARD AND COMMISSION APPOINTMENT

The following name was submitted by the East Hartford Democratic Town Chairman for appointment to Boards and Commissions

Patriotic Commission (3 Year Term)

D Peter J Beley Jr. 22 Millwood Rd 06118 12/16

Thank you.

C: R. Pasek, Town Clerk

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**

RECEIVED

SEP 29 2015

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.

This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. Peter J. Beley Jr. 2. 22 Milwood Rd 06118
Your name exactly as it appears on the E. Htfd. Voter Registration List Street Address Zip Code

3. PARTY AFFILIATION ☒ DEMOCRAT ☐ UNAFFILIATED ☐ MINOR PARTY

4. 860-569-2315 5. N/A 6. N/A
Home Phone Cell Phone Personal e-mail address

7. Retired 8. Retired
Occupation Employer

9. _____ 10. _____
Employer/Work Address Work Phone

11. High School 12. White 13. 60
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident

14. Patriotic Commission
Name of Board or Commission you would like to serve on

15. Boards/Commissions presently serving on (full or alternate) None

16. Marine Corps League, LERT, Vietnam Veterans, Moose Club.
*Community based activities and/or civic/volunteer organizations activities you have participated in

17. To serve the Veteran community and continue serving my country.
*Your reason for being interested in serving our Town in this capacity

18. 4 years active duty USMC. Separated as E-5. General Foreman Pratt & Whitney.
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

19. Peter J. Beley Jr.
YOUR SIGNATURE

20. 8/28/2015
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Eileen P. Driscoll

Voter Registration Information Certified by Voter Registrar

10/15/10

At a duly called meeting of the E. Htfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Patriotic Commission
Theresa A. Godreau
Theresa A. Godreau, Secretary

9/28/15
Date

See
Back

1
Voter Registration Card
Sept. 28, 2015

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

Robert J. Beck
2015 OCT 16 A 9:00
(860) 291-7208
TOWN CLERK
EAST HARTFORD
FAX (860) 291-7389

DATE: October 15, 2015

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, October 20, 2015 7:00 p.m. Town Council Majority Office**

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

Tuesday, October 20, 2015

7:00 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the pending personal injury claim of Brittany Cone.

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel