

*Robert J. Bask*

EAST HARTFORD TOWN COUNCIL

2018 OCT 22 A 8:54

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

OCTOBER 16, 2018

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

ABSENT Vice Chair Linda A. Russo, Councillor Caroline Torres

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:32 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) announced that the town's bond rating has been raised to AA stable and thanked Mike Walsh, Finance Director for his part in this achievement; (2) stated that the town has received a \$400,000 DOT grant for the installation of safety guards at the on-ramp that is located along a portion of Main Street which is under I-84; (3) October 27<sup>th</sup> is National Prescription Drug Take-Back Day at the Public Safety Complex; (4) suggested that residents check the town's website for the many activities and events in East Hartford; and (5) thanked Kathy Cattanaach for coming forward to serve the town through her appointment to the Beautification Commission.

The Chair called for a moment of silence to honor the life of Marylee Hickey, a former Town Councillor. Ms. Hickey, a Special Education teacher, served on the Council for 14 years. In that time, she was also a member of the Ordinance Committee, the Emergency Medical Services Commission, the Fees Committee and the Personnel & Pensions Committee. Ms. Hickey was best known as someone who often asked "what is the rule" – especially when it was regarding an existing ordinance or regulation. She was dedicated and devoted to East Hartford. She will be missed.

Also, the Chair recognized the passing of Joseph "Joe" Marfuggi; the past president of Riverfront Recapture.

APPROVAL OF MINUTES

October 2, 2018 Executive Session

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the minutes of the October 2, 2018 Executive Session.  
Motion carried 7/0.

October 2, 2018 Regular Meeting

MOTION      By Ram Aberasturia  
                 seconded by Pat Harmon  
                 to **approve** the minutes of the October 2, 2018 Regular Meeting.  
                 Motion carried 7/0.

COMMUNICATIONS AND PETITIONS

Metropolitan District Commission – Clean Water Project

Joseph LaLiberte, Civil Engineer with CDM Smith, a Consulting Engineering firm for the MDC, led a PowerPoint presentation on the Integrated Plan/Clean Water Project. Mr. LaLiberte had first come before the Council in November 2017 with a preliminary report of what was going to be presented to the CT Department of Energy and Environmental Protection (DEEP) for their approval. Tonight's presentation is the final plan that will be submitted to CT DEEP by December 31, 2018.

NEW BUSINESS

Recommendation from Personnel & Pensions Subcommittee re: Project Manager – Public Works

MOTION      By Marc Weinberg  
                 seconded by Ram Aberasturia  
                 to recommend that the Town Council **approve** the new job description entitled "Project Manager – Public Works Department" as attached to a memo from Marcia A. Leclerc, Mayor dated September 21, 2018 to Marc Weinberg, Chair of the Personnel and Pensions Subcommittee, which revised draft contains the requested changes to the qualification section as presented to the Personnel and Pensions Subcommittee at their October 4, 2018 meeting.  
                 Motion carried 7/0.

Emergency Management Performance Grant FY 2018

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

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

**FURTHER RESOLVED**, that Marcia A. Leclerc, as Mayor of the Town of East Hartford, Connecticut, 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.

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

### Local Prevention Council Grant (ERASE)

MOTION        By Shelby Brown  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

**RESOLVED** that Marcia A. Leclerc Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application in an amount not to exceed \$7,142 with the State of Connecticut Department of Mental Health and Addiction Services to support the activities of a local alcohol, tobacco, and other drug abuse Prevention Council, and to execute and file any contracts, amendments or reports as may be required to successfully complete the terms of the grant contract.

**BE IT FURTHER RESOLVED** that Mayor Marcia A. Leclerc's term of office began on January 10, 2011 and will continue until November 11, 2019. As Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

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

### EXCITE Transformation for Libraries Grant

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

**WHEREAS** the Connecticut State Library has made grant funds available for municipal libraries to participate in the EXCITE Transformation for Libraries training program; and

**WHEREAS** EXCITE Transformation for Libraries will help build library leaders who are true collaborative innovators, bring more community members to the library to connect and collaborate, and lead to cultural change at libraries.

**NOW THEREFORE LET IT BE RESOLVED** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut State Library as they pertain to this EXCITE Transformation for Libraries grant.

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

### DEEP CT Recreational Trails Grant Program

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

**WHEREAS** the CT Dept. of Energy and Environmental Protection (DEEP), has made funding available under the Recreational Trails Grants Program; and

**WHEREAS** Recreational Trails Program funds may be requested for uses including maintenance and restoration of existing trails; and

**WHEREAS** a section of the boardwalk that makes up the Hockanum Linear Trail near Town Hall requires significant repair.

NOW THEREFORE LET IT BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required under the Recreational Trails Grants Program.

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

#### Appointment of Kathleen Cattanach to the Beautification Commission

MOTION      By Esther Clarke  
                  seconded by Pat Harmon  
                  to **approve** the appointment of Kathleen P. Cattanach, 97 Chipper Drive,  
                  to the Beautification Commission; whose term expires December 2019.  
                  Motion carried 7/0.

#### Capital Region Development Authority MOUs

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

Whereas, the Town has been awarded the following State of Connecticut grants-in-aid (the "Grants"):

- (a) Five Hundred Thousand Dollars (\$500,000) for public infrastructure and other developmental improvements including, but not limited to, a parking garage located in the vicinity of the Founders Plaza on East River Drive in East Hartford (the "Founders Plaza Project");
- (b) Four Million Dollars (\$4,000,000) to finance storm water drainage improvements in the area around the Goodwin College riverfront campus (the "Storm Water Project");
- (c) One Million Eleven Thousand Eight Hundred Eighty-Six and 56/100 Dollars (\$1,011,886.56) for infrastructure improvements along Silver Lane in the vicinity of Rentschler Field (the "Silver Lane Project"); and
- (d) Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) for improvements in and around Great River Park (the "Park Project") and the demolition or redevelopment of vacant buildings located within the Town (the "Demolition Project"); and

Whereas, the Town requires assistance with the administration of the Grants and the undertaking of the Founders Plaza Project, the Storm Water Project, the Silver Lane Project, the Park Project and the Demolition Project, (collectively, the "Projects"); and

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

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

Whereas, CRDA currently has responsibility for substantial projects at Rentschler Field including the Pratt and Whitney Football Stadium and associated development; and numerous diverse projects in the Capital Region; and

Whereas, CRDA has appropriate employees & contractors with the skill sets necessary for Grant Administration; and

Whereas, it is in the best interests of the Town to contract with CRDA to perform Grant Administration Services given its experience and expertise in grant administration and project management.

NOW THEREFORE BE IT RESOLVED: That the Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into a Memorandum of Understanding with CRDA relating to Grant Administration Services with respect to the Projects.

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

*A draft version of the MOU follows these minutes.*

#### CT Brownfields Assessment Grant

MOTION       By Shelby Brown  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

WHEREAS the Connecticut Department of Economic and Community Development has made funds available for the assessment and remediation of environmentally compromised properties, known as Brownfields; and

WHEREAS assessment and remediation of these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands.

NOW THEREFORE LET IT BE RESOLVED That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Department of Economic and Community Development as they pertain to this Brownfields Grant Program.

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

#### OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke (1) inquired on the appointment of Mr. Bates to the Veterans Commission; and (2) indicated that 247 Main Street, which is one of the blighted buildings scheduled to be demolished, is still listed in the owner's name. *The Mayor (1) said the appointment to the Veterans Commission is being held as there isn't a vacancy on that Commission at this time; (2) said the building at 247 Main Street will be in the name of the town prior to demolition.*

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim: Elizabeth Potkaj, former Board of Education Employee

MOTION       By Ram Aberasturia  
                  seconded by Esther Clarke  
                  to **accept** the recommendation of Corporation Counsel to fully and finally settle all outstanding Workers' Compensation claims of former Board of Education employee, Elizabeth Potkaj, for a total sum of \$6,500.00.  
                  Motion carried 7/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Ram Aberasturia wished his youngest son, Colson Roberto, a Happy 1<sup>st</sup> Birthday.

Marc Weinberg recognized the upcoming birthday of Ram Aberasturia.

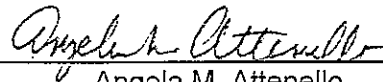
Mayor Leclerc announced that Daley Court is almost completely demolished.

ADJOURNMENT

MOTION      By Esther Clarke  
                  seconded by Ram Aberasturia  
                  to **adjourn** (9:55 p.m.).  
                  Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be held on Wednesday, November 7<sup>th</sup> due to Election Day on Tuesday November 6<sup>th</sup>.

Attest



Angela M. Attenello  
TOWN COUNCIL CLERK

DRAFT VERSION

# **MEMORANDUM OF UNDERSTANDING**

Effective October \_\_, 2018

By and Between

**CAPITAL REGION  
DEVELOPMENT AUTHORITY**

("CRDA")

and

**TOWN OF EAST HARTFORD**

(the "Town")

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

## **ARTICLE I**

### **INTRODUCTION**

#### **Section 1.01 Grant Awards.**

The Town has been awarded the following grants-in-aid (the "Grants"):

- (a) Five Hundred Thousand Dollars (\$500,000) for public infrastructure and other developmental improvements including, but not limited to, a parking garage located in the vicinity of the Founders Plaza on East River Drive in East Hartford (the "Founders Plaza Project");
- (b) Four Million Dollars (\$4,000,000) to finance stormwater drainage improvements in the area around the Goodwin College riverfront campus (the "Stormwater Project");
- (c) One Million Eleven Thousand Eight Hundred Eighty-Six and 56/100 Dollars (\$1,011,886.56) for infrastructure improvements along Silver Lane in the vicinity of Rentschler Field (the, "Silver Lane Project"); and
- (d) Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) for improvements in and around Great River Park (the "Park Project") and the demolition or redevelopment of vacant buildings located within the Town (the "Demolition Project").

#### **Section 1.02 Selection of the Authority.**

- (a) As provided by Connecticut General Statutes § 32-602(a)(8), the Authority's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism."
- (b) The Authority's Board of Directors established a regional development policy in expectation of working with communities such as the Town when proposed activities are consistent with regional plans and needs.
- (c) Pursuant to the foregoing, the Town has requested the Authority's assistance in the administration of the Grants, and the Authority has agreed to provide such assistance.



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

**Section 1.04 Purpose.**

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

**ARTICLE II**

**SCOPE OF SERVICES**

**Section 2.01 Grant and Contract Administrative Services.**

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

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

**Section 2.02 Founders Plaza Project.**

The Authority will engage firm(s) to provide development services and analysis for the Founders Plaza area, including potential residential development and an expansion of parking capacity. With Town approval and subject to additional funding, the Authority will implement such recommendations and provide contract administrative services for the design and construction of the Founders Plaza Project.

**Section 2.03 Stormwater Project.**

The Authority will provide contract administrative services for the design and construction of stormwater drainage improvements in and around the area of the Goodwin College riverfront campus.

#### **Section 2.04 Silver Lane Project.**

The Authority will provide contract administrative services for the design and construction of potential infrastructure improvements along the Silver Lane Corridor. In conjunction with Town, the Authority will identify certain recommendations proffered by Transystems, consultant to the Silver Lane Advisory Committee, and procure a general contractor to implement such recommendations.

#### **Section 2.05 Great River Park Project.**

If requested by the Town, the Authority shall review and identify various proposed infrastructure improvements to Great River Park provided by Riverfront Recapture. Subject to available funding, the Authority will provide grant administrative services for the design and construction of the selected improvements.

#### **Section 2.06 Demolition Project.**

The Authority will provide grant administrative services for the proposed demolition and/or redevelopment of vacant buildings located with the Town as selected by the Town.

### **ARTICLE III**

#### **PROJECT OVERSIGHT AND CONTROL**

##### **Section 3.01: Project Responsibility**

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

##### **Section 3.02 Cooperation**

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

## ARTICLE IV

### STAFF

#### **Section 4.01 Personnel**

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

## ARTICLE V

### FEES

#### **Section 5.01 The Authority**

The Town shall pay to the Authority a contract administration fee equal to 3% of the respective Grants on a schedule to be reasonably agreed upon by the parties hereto to enable the Authority to meet its expenses and its properly incurred and committed third party expenses; however, for work performed during the Park Project and the Demolition Project, the Authority's fee shall be equal to 1% of the grant amount.

## ARTICLE VI

### TERMINATION

#### **Section 6.01 Completion of Tasks**

The term of this MOU shall commence on or about October 1, 2018 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

#### **Section 6.02 Early Termination**

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination, all third party expenses and all Authority expenses properly incurred, committed and earned as to the work completed prior to the date of termination shall be paid using Grant funds.

## ARTICLE VII

### INSURANCE

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

#### **Section 7.01 Commercial General Liability Insurance:**

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

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

#### **Section 7.02 Workers' Compensation and Employer's Liability Insurance**

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

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

#### **Section 7.03 Umbrella Liability Insurance**

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

#### **Section 7.04 Sub-contractor Requirements**

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

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

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

### **ARTICLE VIII**

#### **INDEMNIFICATION**

##### **Section 8.01 Indemnification by the Town**

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

## **Section 8.02 Indemnification by the Authority**

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

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

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

## **ARTICLE IX**

### **REPRESENTATIONS**

#### **Section 9.01 Plan of Development.**

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

#### **Section 9.02 Contracting Requirements.**

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

## ARTICLE X

### GENERAL PROVISIONS

#### **Section 10.01 No Recourse.**

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

#### **Section 10.02 Independent Contractor**

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

#### **Section 10.03 No Third Party Beneficiaries**

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

#### **Section 10.04 Counterparts**

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

[Signature page to follow]

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

**CAPITAL REGION  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Michael W. Freimuth  
Executive Director

\_\_\_\_\_  
Date

**TOWN OF EAST HARTFORD**

By: \_\_\_\_\_

Marcia A. Leclerc  
Mayor

\_\_\_\_\_  
Date

[Memorandum of Understanding CRDA/Town of East Hartford Signature Page]