

*Robert J. Paek*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
NOVEMBER 22, 2011

2011 NOV 17 A 9:31

TOWN CLERK  
EAST HARTFORD

=====  
**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 #2 THROUGH #8
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. October 18, 2011 Regular Meeting
  - B. November 7, 2011 Special Meeting/Storm Alfred
  - C. November 14, 2011 Organizational Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Holiday Fest Update
7. OLD BUSINESS
8. NEW BUSINESS
  - A. State of Connecticut Division of Emergency Management and Homeland Security Grant
  - B. Hockanum River Linear Trail Grant
  - C. Connecticut Department of Motor Vehicles Temporary Registration Extension Program
  - D. Appointments to Boards and Commissions:
    1. Building Board of Appeals  
Dan Lyman Russell; term to expire December 2016
    2. Zoning Board of Appeals  
Charles K. Botts III; term to expire December 2012
    3. Economic Development Commission  
John Ryan; term to expire December 2013
    4. Redevelopment Agency  
John Ryan; term to expire December 2013
  - E. Refund of Taxes
9. PUBLIC COMMENT ON AGENDA ITEM 10 – STORM ALFRED

10. UPDATE ON STORM ALFRED:
  1. Town Administration
  2. Board of Education
  3. East Hartford Housing Authority
  
11. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
  
12. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  
13. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
14. ADJOURNMENT (next meeting: December 13, 2011)

*Rowe J. Beck*

2011 OCT 25 A 11: 51

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

OCTOBER 18, 2011

TOWN CLERK  
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Susan P. Skowronek and Patricia Harmon

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:43 p.m. He announced the exit locations in accordance with Connecticut General Statutes § 29-381.

Members of Boy Scout Troop #57, along with Troop leaders Hank Skowronek, Ed Merik, Ray Simeone, Ken Walter, and Rajni Patel, led the Council in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) stated that she and Acting Public Works Director Tim Bockus will be presenting an update on the Central Connecticut Solid Waste Authority; (2) supports the School Readiness/Quality Enhancement Grant Program; and (3) was pleased to attend the recent Youth Services' anniversary celebration and applauded Cephus Nolen, Youth Services Director, for a job well done.

APPROVAL OF MINUTES

October 4, 2011 Regular Meeting

MOTION By Barbara Rossi  
seconded by Pat Harmon  
to **approve** the minutes of the October 4, 2011 Regular Meeting.  
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Presentation: Central Connecticut Solid Waste Authority

Chair Kehoe summarized the history that the Town of East Hartford has with Connecticut Resources Recovery Authority (CRRA) for the disposal of the town's solid waste. Since the long-term contract that the town entered into with CRRA is about to expire, the town decided to investigate alternative options to CRRA to hopefully reduce the tonnage cost of disposal of municipal waste. To that end, the Town Council passed an ordinance in August 2010 to give authorization for the town to join the Central

Connecticut Solid Waste Authority which is a consortium of towns that are looking to negotiate with other vendors for the disposal of solid waste, as well as recycling opportunities.

Acting Director Tim Bockus and Mayor Leclerc presented the Town Council with charts that showed various prices and contract terms. Both Mr. Bockus and Mayor Leclerc stated that the numbers are still in flux and that an update in a couple of months would probably have a more established figure for the Council. The Mayor also indicated that the percentage of recyclables has plateaued and then declined slightly. The Mayor suggested that the town may wish to reinstate the Recycling Coordinator position.

NEW BUSINESS

School Readiness/Quality Enhancement Grant Program

MOTION By Bill Horan  
seconded by Eric Thompson  
to adopt the following resolution:

**WHEREAS**, the Connecticut State Department of Education, Bureau of Teaching and Learning, is authorized to extend financial assistance, through the Quality Enhancement Grant program, to Municipal School Districts for programs to expand comprehensive programs through the School Readiness Program; and

**WHEREAS**, the Town of East Hartford and East Hartford Public Schools desire to make application and execute an application for funding in the amount of \$28,340.00 with the State of Connecticut to support programs for East Hartford children.

**NOW THEREFORE BE IT RESOLVED** by the Town Council that Mayor Marcia A. Leclerc is hereby authorized to execute such application and other documents as may be required by the State of Connecticut for the School Readiness Program.

On call of the vote, motion carried 7/0. Abstain: Kehoe, Aberasturia

Refund of Taxes

MOTION By Marc Weinberg  
seconded by Susan Skowronek  
to refund taxes in the amount of \$ 9,313.45  
pursuant to Section 12-129 of the Connecticut General Statutes.  
Motion carried 9/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2010-03-0050179	ACHARYA ANIL K OR STALIN SHEEBA S	2001/468XEL/2HGES165X1H522593	\$ (24.12)
2009-03-0051858	AUTOMOTIVE RENTALS INC	2003/6CW351/1FTNE24L63HB59991	\$ (15.52)
2010-03-0051883	AUTOMOTIVE RENTALS INC	2003/6CW351/1FTNE24L63HB59991	\$ (184.84)
2010-03-0053432	BKM ENTERPRISE INC	1990/V55940/1GRAA9625LB151803	\$ (5.30)
2010-03-0053440	BKM ENTERPRISES INC	1989/V56488/1GRAA9621KB134219	\$ (4.89)

2010-03-0053441	BKM ENTERPRISES INC	1989/V61491/1NNVA4820KM131071	\$ (9.50)
2010-03-0053452	BKM ENTERPRISES INC	1991/V49420/1GRAA9020MB025701	\$ (6.03)
2010-03-0053462	BKM ENTERPRISES INC	2001/85CW07/1FBNE31L71HA27169	\$ (25.74)
2010-03-0056544	CHASE AUTO FINANCE CORP	2009/482XDL/JF2SH64649H748172	\$ (342.36)
2010-01-0011219	CORELOGIC - ATTN: REFUND	59 PORTER ST	\$ (3,509.29)
2010-03-0060567	DUELL ROBERT T OR DUELL KAREN	1997/936SUY/3VWXB81H9VM123017	\$ (17.89)
2010-03-0061456	ENTERPRISE FM TRUST	2005/245TGC/1NXBR32E05Z383376	\$ (103.26)
2010-03-0061460	ENTERPRISE FM TRUST	2006/678UCG/2T1BR32E76C601820	\$ (116.34)
2010-03-0061461	ENTERPRISE FM TRUST	2006/992UFL/2T1BR32E16C614840	\$ (116.34)
2010-02-0040677	FLEETWOOD FINANCIAL LEASING LLC	VARIOUS	\$ (491.76)
2010-03-0062985	FRENETTE RONALD A	1999/736XZB/1FAFP10P5XW107602	\$ (54.90)
2010-03-0088236	GUZMAN ZENaida	1998/740WSYM/DBJF82F4WX009253	\$ (32.42)
2010-03-0063808	GENERIS INC	1996/362CLG/1GDHC34J3TE510697	\$ (10.95)
2010-02-0042301	HARVEY LEWIS CO OF HARTFORD CT	22 EMELY ST	\$ (59.63)
2010-03-0066849	HONDA LEASE TRUST	2008/283WYE/1HGFA16888L097745	\$ (94.14)
2010-03-0066883	HONDA LEASE TRUST	2010/436VAV/1HGCP2F36AA101580	\$ (160.92)
2010-03-0066892	HONDA LEASE TRUST	2009/524XCW/1HGCP26499A003812	\$ (110.04)
2010-03-0066945	HONDA LEASE TRUST	2008/884WVU/5FNYP18358B046393	\$ (304.46)
2010-03-0066946	HONDA LEASE TRUST	2008/887WSR/2HGFA16588H521041	\$ (140.68)
2010-03-0066952	HONDA LEASE TRUST	2010/978YED/2HGFA1F8XAH541307	\$ (152.88)
2010-03-0067087	HOWARD LEE SCHIFF PC	2005/TRIAL/1J4GL48K95W679641	\$ (67.87)
2010-03-0068461	JZ INC DBA DUNKIN INC	2010/929YCX/5GALVCED9AJ174223	\$ (231.02)
2010-03-0070472	LE BINH PHU	1998/625YBZ/2T1BR12E7WC079940	\$ (50.49)
2010-03-0070486	LE HIEN P	2005/980UAM/JTEHD20V156039940	\$ (84.33)
2010-03-0076021	NISSAN INFINITI LT-TAX OPERATIONS	2008/383XBL/1N4BL21E28C154876	\$ (347.48)
2010-03-0077087	OUELLETTE GERALD L	1968/135UZE/F25YEC42706	\$ (25.06)
2010-03-0077608	PASQUARELLI MARIA A	1993/882JBT/JT2EL45U2P0136942	\$ (5.05)
2010-03-0078509	PETERSON D L TRUST	2009/6891CB/1FTSW20549EA81650	\$ (289.38)
2010-03-0078929	PILON GREGORY V	1995/367UKB/WBABJ6324SJD38570	\$ (12.32)
2010-03-0079563	QUATTROCCHI SUSAN G	2001/281TZA/1LNHM97V11Y687632	\$ (22.41)
2010-03-0079564	QUATTROCCHI SUSAN G	1998/93CM51/3B7HF12Y5WM231377	\$ (24.44)
2010-03-0080269	RESTAURANT EQUIPMENT C/O KENNETH SWERDLICK	1991/K33311/JW6ADF1F2ML001380	\$ (61.61)

2010-03-0081336	RODRIGUEZ DOUGLAS	1995/445XXV/2HGJEJ2126SH545375	\$ (12.77)
2010-03-0082644	SAMUDA RODERICK B	2000/412WXL/JT3HN86R2Y0319991	\$ (36.11)
2010-03-0084167	SIROIS ELLEN L	1998/457UTX/3FAKP1138WR190860	\$ (59.72)
2009-03-0087097	TOYOTA MOTOR CREDIT CORP	2007/31CA84/5TEUU42N57Z396359	\$ (209.29)
2010-03-0086760	TOYOTA MOTOR CREDIT CORP	2008/JOY67/JTHGL46F685022526	\$ (1,027.62)
2010-03-0086761	TOYOTA MOTOR CREDIT CORP	2008/KASDN5/JTEES43A882036610	\$ (487.91)
2010-03-0086777	TOYOTA MOTOR CREDIT CORP	2009/355WXH/4T1BE46K09U304585	\$ (164.37)
TOTAL			\$ (9,313.45)

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

Mayor Leclerc answered the questions posed to the administration from the October 4, 2011 Town Council meeting. See attached.

Pat Harmon reiterated her concern for senior citizens living in senior complexes – similar to Elms Village – during severe storms.

Barbara Rossi reported that in the morning there are cars parked on the right side of Handel Road near the intersection of Maple Street waiting for a school bus to arrive. This causes an issue for cars entering Handel Road from Maple Street.

### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

### OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, (1) thanked Mark Zito, Superintendent of Schools, for posting Board of Education employees' salaries and benefits to their website; (2) asked that the Mayor re-post town employee salaries and benefits to the website; (3) believes that there should be no raises for town directors; (4) would like clarification of the salary posted for the Police Chief; (5) asked for an update on the town's revaluation at the next Town Council meeting; and (6) requested that the resolution for reforming state of Connecticut collective bargaining laws be added to the next Town Council agenda.

Franklin Kucza, 87 Greenlawn Street, (1) opposes raises for town directors and town employees; (2) asked for clarification of the salary for the Police Chief; and (3) asked for verification of the cost of the renovations underway in the Mayor's office.

Susan Skowronek read a note from Todd Andrews, Vice President of Developmental Services at Goodwin College thanking the Economic Development Commission for the recent approvals of the Goodwin College Magnet School projects. Councillor Skowronek stated that Goodwin College is a strong component to East Hartford's growth and drew a comparison to Salem State University, in Salem, Massachusetts. Councillor Skowronek

also urged all residents to attend the EHHS football game on Friday, October 21, 2011 and support the team and the marching band.

Eric Thompson announced that his daughters, Daria and Alyssa, were inducted into the IB program at the Connecticut International Baccalaureate Academy (CIBA) this evening and congratulated them and the rest of the class of 2013 at CIBA.

Marc Weinberg agreed with Councillor Skowronek on the positive presence that Salem State University has on the community of Salem and surrounding towns. Councillor Weinberg also wished Ram Aberasturia, Peg Byrnes, and Ellen McCreery a Happy Birthday.

Chair Kehoe spoke to the issue of the Finance Director's salary as addressed in the last town budget approved and passed by the Town Council. Chair Kehoe explained that the Council gave authorization to the Mayor to adjust the duties and wages of the directors of Public Works, Health and Social Services, Parks and Recreation, Corporation Counsel, Human Resources, and Finance provided that the sum total of the salaries of the six directors cannot exceed the salaries that were set in the 2011-2012 approved budget. In fact, with the adjustments that have been made, there is actually a reduction of \$55,000 in the aggregate compensation to those six directors.

Chair Kehoe stated that revaluation is underway and that notices will be sent out in a couple of months. Projections of increases or decreases in assessments cannot be made at this time.

Barbara Rossi noted that as part of the increases to some directors' wages, additional duties were added to their job description.

#### ADJOURNMENT

MOTION      By Eric Thompson  
                  seconded by Bill Horan  
                  to **adjourn** (9:41 p.m.).  
                  Motion carried 9/0.

The Chair announced the next meeting of the Town Council would be on November 1, 2011.

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

OPPORTUNITY FOR COUNCILORS TO DIRECT QUESTIONS TO THE  
ADMINISTRATION  
October-2011

1. Councilor Pat Harmon asked if the Mayor was able to obtain newer and larger signs to post at entrances to Prospect Street which state that truck traffic is limited to deliveries only;

**Action:**

I asked our Engineering Division to review the no truck sign issue on Prospect Street. Denise Horan, Town Engineer and our Legal Traffic Authority initiated a comprehensive review of the restriction and have offered the following comments below. In her reply, she has recommended that an additional sign be added which I have instructed the Highway Division to install as well as making adjustments to the existing bent sign post she has identified.

**Response from Engineering Department:**

I looked into the situation Friday afternoon and found the following: The STC approved a truck prohibition on Prospect Street from Main Street to Governor and from CT Blvd to Governor northbound (this is more restrictive than a locally imposed weight limit).

A truck prohibition sign is mounted on Prospect at Main Street on the right side as one enters Prospect Street. The sign meets specifications as to size, legend and placement however the post is somewhat bent. At the southern end of Prospect Street there is a sign at Governor Street northbound but none at Connecticut Blvd facing northbound traffic. I suggest adding and R5-2 (CT 31-1701) at the CT Blvd intersection facing northbound traffic on the right. A work order was sent separately.

PLEASE NOTE THE FOLLOWING. Posting truck restrictions and/or weight limits do not guarantee the desired results. There are exceptions to any truck prohibition, and these are written in local ordinances and state regulations. Trucks that have an origin or destination on the restricted route are exempt, as are trucks with an origin or destination on a side street for which there is no alternative route. In the case of Prospect Street there are a few businesses that generate truck traffic. Enforcement is a challenge.

I have also asked the Police Department to focus a concerted effort into this area to ensure unauthorized truck usage is mitigated.

2. Councilor Harmon the tree belts along Forbes Street from Brewer to Maple are in very poor condition and need to be repaired, either now or in the spring;

**Action:**

A letter from the Mayor will go to all resident households impacted by this roadwork by October 30, 2011. See example below.



Dear \_\_\_\_\_,

As part of our 2011 Road Improvement Project, Forbes Street was repaved between Forest Street and Heritage Lane. As part of that work, excavation of the snow shelf (the area between the sidewalk and the curb) was necessary and six inches of new topsoil and turf establishment was required in those areas. To avoid conflicts with the Goodwin School academic school year, the contractor was required to complete all work on Forbes Street during summer recess between June 15 and August 15. During that summer period, the contractor seeded the newly top soiled snow shelf areas in an attempt to stabilize soils disturbed by the construction, even though grass seed planted between late August and mid-October typically results in the best density of grass and fewer weeds. We are aware that there may be some areas that may not have adequate coverage or may contain excessive weeds due to the late summer seeding. As a result, the contractor has already seeded and fertilized the snow shelf areas a second time and we expect to see improved growth.

Please be aware that the contractor is required to provide a weed-free snow shelf and a minimum density of grass before being relieved of their responsibility for turf establishment. We have made the contractor aware of our concerns and will continue to enforce contract provisions prior to releasing the contractor from their responsibility.

Thank you for your understanding as we continue improving our roads making East Hartford a community we can be proud of and great place to call home.

Marcia A. Leclerc  
Mayor

**Response:**

As part of the project specifications the contractor was required to work on Forbes while school was out of session and turf establishment was subsequently attempted outside of the normal planting season in an effort to stabilize as much disturbed area as possible. Establishment of turf will not be fully paid for until turf is acceptable according to the specifications.

Additionally, an MDC subcontractor was working on the replacement of sidewalk slabs at various locations along Forbes Street which resulted in damage to areas completed by the Town's contractor. Our Engineering Division has contacted the utility, supplied them with a photo of the damage done by their contractor including wheel ruts and exposed aggregate base. These ruts were taken care of and the area has been reseeded.

A semi-final inspection of the project is anticipated later this month and any outstanding items including inadequate turf establishment will be noted on the punch list to be corrected or completed prior to final payment.

3. Councilor Susan Skowronek reported that this past spring, a storm brought down a telephone pole on College Drive. While CL&P erected a new pole, the old one is still there. Ms. Skowronek asked that the town look into this.

**Action:**

Reported to CL&P. The light issue has been addressed and the double pole will be corrected.

**Response:**

CL&P has been contacted to remove the pole

4. Councilor Pat Harmon stated that Elms Village residents were without electricity for three day and left to fend for themselves.

As you know Elms Village is Independent Living and each complex also has a Neighborhood Emergency Team that is trained to assist in times of extreme conditions.

Elms Village has a backup generator that was in full use during the storm. All residents of Elm Village participated in mass cooking at the community center and worked hand in hand with other residents.

Any resident who was in need should have called 911 for attention or emergency services. With 51,000 residents it would be impossible for us to take on the responsibility of every resident. 911 was instituted and CERT to address critical issues.

5. PILOT Funds total for the Housing Authority.

The Housing Authority paid us in May for PILOTs due on Veteran's Terrace for their fiscal years 9/30/2009, \$72,068.90 and 9/30/2010, \$99,816.46. This brought Veteran's Terrace current.

The Housing Authority paid us in June for PILOT due on Federal properties for their fiscal year 9/30/2009, \$36,583.42. The Federal PILOT for the year ended 9/30/2010 is still due. (Calculated at \$61,055.35 by the Housing Authority.)

Both of these PILOTs, Veterans Terrace and Federal, are calculated by the Housing Authority.

We receive an additional PILOT payment directly from the State Economic Development each year for King Court, approximately \$55,000 the past few years.

6. Trees along Main Street are leaning and blocking signs.

Several weeks ago the Parks & Recreation Department did the annual pruning of the Main Street trees and we did a thorough review of all trees. We found none to be damaged, cracked or leaning. If you can pin point a tree that needs attention please feel free to call my office.

*Robert J. Beck*

2011 NOV 14 A 8:30

TOWN COUNCIL MAJORITY OFFICE  
SPECIAL MEETING/STORM ALFRED

TOWN CLERK  
EAST HARTFORD

NOVEMBER 7, 2011

PRESENT Chair Richard F. Kehoe, Majority Leader Barbara-Ann Rossi, Minority Leader  
Eric A. Thompson, Councillors Linda A. Russo, Ram Aberasturia, Susan P.  
Skowronek and Patricia Harmon

ABSENT Vice Chair William P. Horan, Jr. and Councillor Marc I. Weinberg

ALSO Marcia Leclerc, Mayor  
PRESENT Michael Walsh, Finance Director  
Tim Bockus, Acting Public Works Director

CALL TO ORDER

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

Discussion was held regarding the appropriation of funds for the immediate clean up and restoration of town roads in the wake of storm Alfred.

MOTION By Linda Russo  
seconded by Susan Skowronek  
to adopt the following resolution:

RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE  
TRANSFER FOR THE FISCAL YEAR ENDING JUNE 30, 2012 TO FUND COSTS ASSOCIATED WITH  
STORM ALFRED

**WHEREAS**, on October 29, 2011, the Town of East Hartford experienced significant storm related damage from Storm Alfred, and

**WHEREAS**, Storm Alfred dropped nearly a foot of heavy wet snow onto trees and power lines resulting in unprecedented tree damage and power interruption, and

**WHEREAS**, the Town has incurred costs to open and continuously operate an Emergency Operations Center since 8 p.m. on October 29th, and

**WHEREAS**, the Town has incurred costs to open and operate one or more Emergency Shelters, and

**WHEREAS**, as power is returned to the community, an extended cleanup operation will commence using town forces, rented equipment, and outside vendors to begin the process of returning the town back to normal.

**NOW THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$250,000 from the Town's Undesignated Fund Balance and to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	\$ 250,000
G3100-63999	Finance Administration - Other	\$ 250,000

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

Blanket Bid Waiver: Storm Alfred

MOTION By Eric Thompson  
seconded by Ram Aberasturia  
to **waive** the bidding requirements of Town Ordinance Section 10-7(b) and **authorize** the Administration to purchase or rent equipment for the cleanup of storm debris and service providers including but not limited to chain saws, brush and tree grinders and trailers, related to the maintenance, cleaning and repair of shelter facilities and equipment related to storm Alfred, such waiver being in the best interests of the town as it will expedite the town's recovery efforts.  
Motion carried 7/0.

ADJOURNMENT

MOTION By Eric Thompson  
seconded by Barbara Rossi  
to **adjourn** (8:45 a.m.)  
Motion carried 7/0.

Attest   
Richard F. Kehoe  
Town Council Chair

## Attenello, Angela

---

**Subject:** holiday fest  
**Start:** Tue 11/15/2011 2:00 PM  
**End:** Tue 11/15/2011 2:30 PM  
**Recurrence:** (none)



holiday fest

-----  
**From:** pasirois@comcast.net  
**Sent:** Sunday, November 13, 2011 9:22 AM  
**To:** Attenello, Angela  
**Subject:** holiday fest

Angela,


Could you put me on the agenda for November 22nd to talk about Holiday Fest.

Thanks,  
Pat

---

T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** November 14, 2011  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: Homeland Security Grant Funding

As the attached memo from Chief Oates indicates, the town is once again eligible to apply for funding under the Homeland Security Grant Program. This is a matching fund grant that reimburses actual money expended for eligible projects and programs.

I ask that the Town Council place this item on the agenda for November 22, 2011 and adopt the attached resolution authorizing my signature on documents associated with this program.

Thank you.

**C:** Chief Oates, Fire Department  
M. Walsh, Dir., Finance Dept.  
C. Fravel, Grants Administrator

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**31 School Street – Fire Headquarters**

Telephone  
(860) 291-7400  
FAX (860) 282-9706

FIRE DEPARTMENT  
JOHN H. OATES  
FIRE CHIEF

East Hartford, Connecticut 06108

TO: Marcia A. Leclerc, Mayor

FROM: John Oates, Fire Chief

DATE: November 11, 2011

SUBJ: Referral to Council – Resolution Regarding Documents for the State of Connecticut Division of Emergency Management and Homeland Security (DEMHS)

The Town of East Hartford is again eligible to participate in annual grant opportunities from the federal government including the Homeland Security Grant Program (HSGP) as well as the Emergency Management Performance Grant (EMPG) through the State of Connecticut Division of Emergency Management & Homeland Security (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 to receive Federal funds to support emergency management and homeland security projects and programs that benefit the Town.

With projects associated with the EMPG, the Emergency Management Coordinator will submit quarterly reports to the DEMHS Region 3 Office detailing actual money expended from the Town Budget in specific areas spelled out in the grant application. DEMHS will then reimburse the Town of East Hartford the eligible matching funds.

With the HSGP the funds from each of the municipalities in the Capitol Region are pooled together and the Capitol Region Emergency Planning Committee (CREPC) administers the funds with input from Town of East Hartford Personnel. Both the EMPG and HSGP Programs are offered annually by DEMHS and the Town continually participates.

I am respectfully requesting that the attached Resolution be placed on the Town Council agenda for the November 22, 2011 meeting. The Resolution will authorize you as Mayor to enter into this agreement.

---

John Oates,  
Fire Chief

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**31 School Street – Fire Headquarters**

Telephone  
(860) 291-7400  
FAX (860) 282-9706

FIRE DEPARTMENT  
JOHN H. OATES  
FIRE CHIEF

East Hartford, Connecticut 06108

**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, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation duly held on the 18<sup>th</sup> day of October, 2011.

**RESOLVED:** that the Town of East Hartford may enter into with and deliver to the State of Connecticut 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, 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 document.

The undersigned further certifies that Marcia A. Leclerc now holds the office of Mayor and that she has held that office since January 3, 2011.

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this 19<sup>th</sup> day of October, 2011

---

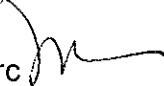
Angela M. Attenello  
Town Council Clerk



---

T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** November 14, 2011  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: Hockanum River Linear Trail Grant

In 1988, the Town of East Hartford received \$3,150,000 from the State of Connecticut bond funds to create a trail that runs along the Hockanum River. The attached memo from our Grants Administrator details what the remaining \$287,792.34 will be used for during the next phase of this project.

This project has had numerous expiration dates, the last being June 30, 2011. In order to continue the design and construction of this trail, there needs to be an updated Resolution from the Town Council authorizing the Mayor's signature on future documents.

I recommend that the Town Council place this information on the November 22, 2011 agenda and approve this request by adopting the attached resolution in support thereof.

Thank you.

C: M. Walsh, Finance Director  
Clare Fravel, Grants Administrator  
Development Office

RECEIVED

NOV - 9 2011

TOWN OF EAST HARTFORD  
OFFICE OF THE MAYOR

TO: Mayor Marcia A. Leclerc  
FROM: Clare Fravel, Grants Administrator *CF*  
SUBJ: Referral to Council—Authorizing Resolution  
Hockanum River Linear Trail Grant Personal Services Agreement  
DATE: November 9, 2011

The Town of East Hartford received \$3,150,000 in 1988 from State of Connecticut bond funds (CSAP 1988-05) to create a linear trail along the banks of the Hockanum River within the boundaries of our municipality. This trail is part of a system which includes Manchester and Ellington.

Multiple phases of design and construction have been taking place since the inception of the grant. Remaining funds of \$287,792.34 are to be used for design and construction to extend the recreation trail eastward from its current terminus near Hillside Street along the south banks of the Hockanum River and through a 34 acre tract of Town-owned land located east of Hillside Cemetery and north of Roberts Street. Project management is conducted through the Development Office.

The funding agreement has been extended a number of times since the original document was put into place. The most recent agreement expired on June 30, 2011 and covered the portion of the trail in the vicinity of Olde Roberts Street. Recently re-issued through the Department of Energy and Environmental Protection, execution of the agreement will require authorization of mayoral signature through Council Resolution.

I am requesting that the attached authorizing Resolution be placed on the Town Council agenda for their meeting to be held November 22, 2011.

Attachment

Cc: Michael Dayton, Town Planner  
C. Roger Moss, Director of Parks and Recreation  
Michael P. Walsh, Finance Director

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
740 Main Street  
East Hartford, Connecticut 06108



(860) 291-7364

FAX (860) 289-8394

GRANTS ADMINISTRATION

I, Robert J. Pasek, do hereby certify that I am the Town Clerk of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 740 Main Street, East Hartford, that I am the keeper of the corporate records and seal. That the following is a true and correct copy of the resolution duly adopted and ratified by the Town Council on November 22, 2011 in accordance with the constituent charter of the Town of East Hartford; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

**RESOLUTION**

BE IT RESOLVED, that Marcia A. Leclerc, Mayor of the Town of East Hartford, be and hereby is authorized to execute on behalf of the Town of East Hartford a Personal Services Agreement (PSA) with the State of Connecticut for financial assistance to extend the completion date for funding the Hockanum River Linear Trail CSAP 1988-05.

IN ADDITION, that Marcia A. Leclerc, Mayor, is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.

BE IT FURTHER KNOWN, that Marcia A. Leclerc was elected Mayor of the Town of East Hartford. Her term of office began on January 10, 2011 and will continue until November 12, 2013. As the 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.

Dated at East Hartford, Connecticut this \_\_\_\_ day of November, 2011.

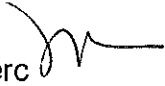
\_\_\_\_\_  
Robert J. Pasek, Town Clerk

seal

---

T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** November 14, 2011  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: Connecticut DMV Temporary Registration Extension Program

Attached is a memo from Mike Walsh, Finance Director, explaining the Temporary Registration Program being offered to the town by the Department of Motor Vehicles.

Also included with the memo is a copy of the original agreement and draft of the extension program for your review.

Please place this information on the Town Council agenda for the November 22, 2011 meeting.

Thank you.


C: M. Walsh, Finance Director



## MEMORANDUM

**DATE:** November 8, 2011

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

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

**RE:** Connecticut DMV Temporary Registration Extension Program

---

By way of this memo, please be advised that the Connecticut DMV has approached the Town of East Hartford to participate in a temporary registration program. A brief summary of the program is presented on the attached page entitled "Draft".

The Town of East Hartford is one of five municipalities invited to participate in this new pilot program to assist our residents in obtaining temporary vehicle registration extensions when delinquent taxes are owed.

There have been numerous changes at DMV branch offices relative to the services provided. In particular, residents may no longer renew vehicle registrations at DMV branch offices. All registration renewals must be mailed in.

DMV is initiating a pilot program with selected municipalities to allow registrants to go to their local Tax Collector's Office to be issued a temporary registration extension for a period of 10, 20 or 30 days, in those cases where the registrant owes back taxes and is in danger of running out of time to renew their registration by mail.

The intent behind this program is to encourage taxpayers to drive legally by not ignoring the fact that an extension of time is needed to allow for the processing of a mailed in registration; to encourage the taxpayer to resolve their back tax issues with the town; and to allow the town to provide an additional customer service feature to its resident taxpayers.

The town will receive a fee of \$21 for each ten day extension that is issued. If the registration extension is granted for longer than 10 days the fee goes up. For example, a 20 day extension will require a fee of \$42; a thirty day extension, \$63.

The town will be responsible for daily reporting to DMV of all temporary extensions issued. The town will provide each taxpayer who receives an extension with a document to provide to law enforcement in the event they are stopped prior to DMV records being updated.

The town will assist the taxpayer in sending their registration renewal application to DMV on forms and in envelopes provided by DMV, at the taxpayer's own expense.

There are numerous other responsibilities relative to this program, but the staff of the Tax Collector's Office is confident that they can provide this service to our taxpayers and make this program work. Frank Cassetta has reviewed our labor contracts and there appears to be no impediments in that regard. Rich Gentile has also reviewed the attached contract and believes it to be in good order.

As currently written, legislation authorizes for inclusion in this pilot only those registrants who owe past due taxes or parking tickets. That means if a person is not delinquent they will not be able to receive a registration extension from our office. DMV has indicated they intend to address this shortcoming in the upcoming legislative session.

If the taxpayer is more than 25 days late with a registration renewal, they will be required to deal directly with DMV's customer service center, and will be ineligible for the pilot program. Non residents will not be eligible for the program. Nor will any registrations other than those for passenger vehicles.

I respectfully request that the Council carefully review the attached contract and resolution to allow us to proceed with this program. Should you have any questions or problems on the aforementioned, please feel free to contact me.

**RESOLUTION CONCERNING THE CONNECTICUT DEPARTMENT OF MOTOR  
VEHICLES TEMPORARY REGISTRATION EXTENSION PROGRAM**

**WHEREAS**, the Connecticut Department of Motor Vehicles has created a temporary registration extension program, and

**WHEREAS**, the intent of the program is to establish the terms, conditions, and safeguards under which the town is authorized to issue temporary registrations on behalf of DMV, and

**WHEREAS**, East Hartford has been invited to participate in the program along with several other Connecticut towns.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into the agreement with the Connecticut Department of Motor Vehicles. The details of the agreement shall be determined between the Connecticut Department of Motor Vehicles and the Mayor, whose signatures will indicate approval of specific terms and conditions.

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on November 22, 2011.

\_\_\_\_\_  
Angela Attenello, Clerk of the Town Council

# DRAFT

## Department of Motor Vehicle Temporary Registration Extension Pilot Program September 2011

The Department of Motor Vehicle in assistance with the municipalities of Canton, Cromwell, East Hartford, Norwalk and Wolcott will pilot a program to assist registrants with their registration renewal when delinquent taxes are owed.

The participating municipalities will be authorized, by the Commissioner of Motor Vehicles, to issue a Temporary Registration Extension document when presented with full payment of their taxes owed to the issuing municipality. This document will extend the registration for a period of 10 to 30 days.

Who will qualify for a "Temporary Registration Extension"?

Only Passenger Registrations qualify.

The taxes must be paid in full in the municipality issuing the extension.

The original registration must be expiring within 10 days of paying their taxes or already expired.

The original registration cannot have been expired beyond 25 days.

What are the municipality's responsibilities?

Municipality DMV tax files must be updated at least every two weeks.

Determine if an extension is allowable.

Research if taxes are owed in other municipalities.

Document other municipalities who are owed taxes on extension form.

Determine how many days the customer may need 10, 20, or 30 days.

Fill out the Temporary Registration Extension form completely, including the town stamp.

Collect extension fees.

Assist customer in sending their registration renewal to the DMV lock box.

Assist customer in determining if they owe a registration renewal late fee.

Fill out manual lock box renewal form if the registration renewal stub is missing.

Record extension's issued on a daily log sheet.

Submit daily log sheet to DMV at the close of each business day.

What is DMV's responsibility?

Update their registration database, with the new expiration date, in the AM following the receipt of the daily log sheet.

Provide municipalities with all supplies needed for the program.

Supplies needed:

Temporary Registration Extension forms.

DMV Lock Box self addressed return envelopes.

Manual Lock box renewal form (to be used when the customer does not have their registration stub)



**AGREEMENT BETWEEN  
THE TOWN OF EAST HARTFORD  
AND  
THE DEPARTMENT OF MOTOR VEHICLES  
REGARDING  
THE ISSUANCE OF A TEMPORARY REGISTRATION EXTENSION**

This Agreement made and entered into by and between

Town of East Hartford  
Tax Collector Office  
740 Main Street  
East Hartford, CT 06108

hereinafter referred to as the "Town" acting under the authority of section 7-148 of the Conn. Gen. Stat. through Marcia A. Leclerc, Mayor of the Town of East Hartford and the State of Connecticut Department of Motor Vehicles, hereinafter referred to as "State", acting herein through Melody A. Currey, its Commissioner under the authority of sections 25 and 26 of Public Act 2011-48 ("PA 11-48") and sections 4-8, and 14-3 of the Connecticut General Statutes, as amended.

**PURPOSE:** The intent and purpose of this Agreement is to establish the terms, conditions and safeguards under which a Connecticut city, town, borough or taxing district is authorized to issue temporary registration extensions on behalf of DMV, in accordance with section 26 of PA 11-48 and subsection (i) of section 14-12 of the Connecticut General Statutes ("C.G.S."), as amended by section 25 of PA 11-48.

**UNDERSTANDING:** It is understood that C.G.S. section 14-33 requires the DMV to withhold a registration renewal for any motor vehicle for which it receives notice from a city, town, borough or taxing district that: 1. Amounts are owed for delinquent motor vehicle property taxes; 2. Fines are owed from more than five delinquent parking tickets. DMV and the Town agree that to facilitate the payment of delinquent taxes and fines, and to simplify the registration process, the Town will issue temporary registration extensions as authorized in C.G.S. section 14-12(i), as amended by section 25 of PA 11-48, to persons whose registrations have been denied due to delinquent motor vehicle property taxes or unpaid fines, and who have made full payment for the amounts owed.

**NOW, THEREFORE,** the Mayor of the Town of East Hartford and the Commissioner of Motor Vehicles hereby agree as follows:

1. The Town shall designate the office of the tax collector to be responsible for issuing temporary registration extensions in accordance with PA 11-48 to residents in their town whose registration renewals have been or will be denied;

2. The Town acknowledges that its office of the tax collector is a member of the Connecticut Tax Collectors' Association ("CTCA") and participating in CTCA's DMV Direct on-line access program;
3. The Town may only issue temporary registration extensions to persons whose registration renewals are blocked due to delinquent motor vehicle property taxes or unpaid fines for more than five parking violations in accordance with C.G.S § 14-33 as amended by section 26 of PA 11-48, and who have made full payment to the Town for the amounts owed to the Town issuing the temporary registration;
4. The Town acknowledges that it must notify DMV every two weeks of all persons with registration renewals that are blocked due to delinquent motor vehicle property taxes or unpaid fines for more than five parking violations in accordance with C.G.S § 14-33 who have made full payment to the Town;
5. The Town may only issue temporary registration extensions to persons with registrations that are unexpired or that have expired within the previous twenty-five (25) days from the date of application for temporary registration extensions;
6. The registrant shall apply for a temporary registration extension on an application form to be provided by the DMV to the Town. Each registrant shall be required to sign the application form, and the tax collector shall place his or her town seal or stamp in the designated area. The Town shall provide one copy of the completed form to the registrant;
7. The Town shall also record each temporary registration extension on a Temporary Registration Daily Log Sheet ("Log Sheet"), which shall conform to the requirements set forth in Exhibit A, at the time such extension is issued. The Log Sheet shall be transmitted to DMV at the end of each business day in such manner as the DMV directs;
8. The Town shall keep the application forms for registration extensions in a secure location and agrees to notify DMV within 24 hours of the discovery of any missing forms;
9. Temporary registration extensions shall be provided in ten (10) day increments up to a total of thirty (30) days, which time is to be determined by the registrant and the tax collector. In no case shall an extension go beyond thirty (30) days from the registration expiration date. All registration extensions must begin on and be calculated from the first day following the original expiration date regardless of the date the extension is issued;
10. The Town shall charge and retain the fee authorized in subsection (n) of CGS Sec. 14-49 for each ten (10) day temporary registration extension issued;
11. The DMV shall provide the Town with pre-printed envelopes in which to mail the final registration documents to DMV for each registrant who has been issued a temporary registration extension. The Town may mail the final registration documents, registration fees and any late fees, if applicable, to the DMV on behalf of the registrant, or shall provide a pre-printed envelope to the registrant to mail final registration documents and fees to DMV;

12. In the event that the registrant does not have possession of his or her final registration documents, the Town may issue a temporary registration extension for such registrant, and shall provide such person DMV's default registration renewal form to be mailed with the applicable fees to DMV;
13. The Town, in cooperation with the DMV Property Tax unit, shall attempt to resolve tax issues with DMV when a registrant has an address that is not located in such Town;
14. The Town shall make every reasonable attempt to assist registrants to resolve motor vehicle property tax issues in other municipalities;
15. The Town shall post notices in its tax office informing customers that registrations renewals will not be processed by DMV branch offices;
16. DMV shall update each registration record for which a temporary registration extension has been issued by the Town within 48 hours of receiving the information from the Town;
17. DMV shall have the right to inspect, review and audit all records pertaining to this Agreement on the premises of the Town. The Town shall maintain a degree of security as is consistent with generally prevailing standards of care and reasonableness over the personal information retained and shall take all necessary steps to prevent the divulgence or use of such information in any form or manner not permitted by this Agreement. Said security shall include the keeping of such information in a controlled access area. The Town's storage arrangements and records shall be subject to inspection by a representative of the DMV;
18. The Town will not use the registration extension information for any purpose other than the purpose specified, nor will the Town allow or permit others to use such information for any purpose whatsoever. The Town represents and warrants that its sole use of the registration extension program and information obtained is to assist registrants with outstanding tax and parking ticket violation issues related to their registration renewals. If the DMV becomes aware of any other use by the Town, it shall have the right to terminate this Agreement immediately upon written notice to the Town, and may also report the facts within its knowledge to any prosecuting authority;
19. By entering into this Agreement, the Town warrants that it will comply fully with the provisions of section 14-10 of the Connecticut General Statutes, as amended, and the federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. 2721, et seq., as amended and all other applicable laws and regulations governing access to and disclosure and use of motor vehicle records and the personal information contained therein. Town shall not access, use or disclose the personal information from motor vehicle records for any purpose other than to issue temporary registration extensions in accordance with this Agreement. The Town acknowledges that it is restricted from re-disclosing personal information to the same extent that DMV is restricted under section 14-10(g). "Personal information" is defined as information that identifies an individual,

including an individual's photograph or computerized image, social security number, driver identification number, name, address other than zip code, telephone number and medical or disability information. Furthermore, the Town agrees to notify DMV of any Freedom of Information request wherein the requester is seeking personal information from a motor vehicle record, and Town agrees that it will defend any action brought by any person requesting personal information from a motor vehicle record to the extent that the disclosure to such person is not authorized under section 14-10 of the Connecticut General Statutes or the DPPA;

20. This Agreement may be subject to the provisions of Section 36a-701b of the Connecticut General Statutes, as amended, regarding notification to consumers of security breaches, and related matters as stated in the cited laws. The Town represents that it has knowledge of the terms and laws and if applicable, will take all actions required in the event that circumstances occur that impose obligations on the Town;
21. This Agreement shall not be effective until approved as to form by the Attorney General of the State of Connecticut;
22. This Agreement shall not be assigned by the Town;
23. DMV and the Town agree that each shall be responsible for all of its respective expenses and any liabilities that may be incurred with respect to any aspect of this Agreement or performance hereunder;
24. The Town agrees to the provisions of Exhibit B attached hereto regarding nondiscrimination, affirmative action, executive orders and additional terms and conditions;
25. Amendments or additions to this Agreement must be mutually agreed upon and shall be made only in writing, duly executed by both parties;
26. This Agreement shall remain in effect until cancelled at any time by either party, without liability of any kind, upon (30) days' written notice to the other;
27. The parties agree that this Agreement and the interpretation of all its provisions shall be governed by the laws of the State of Connecticut;
28. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and supersedes any previous understandings, presentations, commitments or agreements, oral or written, relating hereto.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly signed on the dates hereinafter stated.

Reviewed by \_\_\_\_\_  
DMV Legal Department

Date: \_\_\_\_\_

State of Connecticut  
Department of Motor Vehicles

By: \_\_\_\_\_  
Melody A. Currey  
Commissioner

Date: \_\_\_\_\_

Town of East Hartford

By: \_\_\_\_\_  
Marcia A. Leclerc  
Mayor

Date: \_\_\_\_\_

Approved as to Form  
Attorney General

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

Date: \_\_\_\_\_

EXHIBIT A

1. The Town shall issue a temporary registration extension to passenger vehicles only in accordance with C.G.S § 14-33 as amended by section 26 of PA 11-48;
2. The Town/Town shall submit a daily list, in excel format, of all temporary registration extensions issued by the Town to DMV. The list shall include the Temporary Extension Certificate number, license plate number, registrant last name, registrant first name, registration address on record, registration expiration date, registration extension date, and number of days temporary registration is issued for; 10, 20, 30 or as directed by DMV;
3. DMV will provide the Town with access to a centrally located secure server to download its daily list of registration extensions; and
4. All lists of registration extensions issued by the Town shall be the property of DMV.

EXHIBIT B

References to "contract" shall mean this Agreement and references to "contractor" shall mean "the Town".

**Non-Discrimination**

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital

stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for



employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor

with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### **The Americans with Disabilities Act**

The Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

#### **Executive Orders**

The Agreement is subject to the provisions of Executive Order No. Three (3) of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen (17) of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen (16) of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006 concerning contracting reforms, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth herein. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

### **Sovereign Immunity**

The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided to the State of Connecticut by Federal law or the laws of the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

### **Termination for Convenience**

Notwithstanding any provision or language in this Agreement, the State may terminate this Agreement whenever the Commissioner determines, in the Commissioner's sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination specifying the extent to which its performance under the Agreement is to be completed prior to the effective date of termination. Such action shall in no event be deemed to be a breach of contract by the State. Upon receiving such notice from the State, the Contractor shall undertake all commercially reasonable efforts to mitigate any losses or damages.

Upon termination of this Agreement, all rights, duties and obligations under this Agreement shall be null and void, so that no party shall have any further rights, duties or obligations to any other.

### **Indemnification**

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) actions, suits, claims, demands, investigations and proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or of any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Section. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the certificate of insurance to the State no later than ten (10) business days from the effective date of this Agreement.

(e) The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

#### **Applicable Law; Venue**

This Agreement shall be deemed to have been made in, and shall be interpreted under and governed by the laws of the State of Connecticut, without giving effect to its principles governing conflict of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver of sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **Tangible Personal Property**

The Contractor on its behalf and on behalf of its Affiliates shall comply with the provisions of C.G.S. section 12-411b, as follows:

(1) For the term of the Agreement, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the C.G.S. for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible

personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of this Agreement, the word "Affiliate" means any person, as defined in section 12-1 of the C.G.S. that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

#### **Policy on Security for Mobile Computing and Storage Devices**

By entering into this Agreement, the Contractor agrees and warrants that it is subject to and will comply fully with the State of Connecticut Policy on Security for Mobile Computing and Storage Devices dated September 10, 2007.

#### **Campaign Contribution Restrictions**

The Contractor and its Principal(s) shall comply with C.G.S. section 9-612, as amended by P.A. 07-1, and for purposes of this Agreement with the DMV which is a

"State Agency" as defined in section 9-612 (g)(1) (B), the Contractor and its Principal(s) shall not make or solicit a contribution to, or solicit contributions on behalf of, a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer.

The contributions or solicitations for contributions which this section prohibits are those to the following for the above-stated offices:

- a) an exploratory committee or candidate committee;
- b) a political committee authorized to make contributions to or for the benefit of a candidate;
- c) a party committee.

For purposes of this section, "Principal" of a Contractor means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child (as defined in subsection (g) (1) (G) of this section) who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or non-profit organization that is the state contractor or prospective state contractor.

If the Contractor or Principal of the Contractor makes or solicits a prohibited contribution as herein specified, as determined by the State Elections Enforcement Commission (SEEC), the State may void the Agreement, and the State shall not award the Contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited, unless the SEEC determines that mitigating circumstances exist concerning such violation, or in the event that no violation has been deemed to have occurred due to the return of a contribution in the manner specified in C.G.S. section 9-612(g) (2) (C).

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the SEEC's notice advising state contractors of state

DMV-East Hartford 2011-47-043

campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. (SEEC Form 11 is attached as Exhibit C)

EXHIBIT C

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

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

**Duty to Inform**

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

**Penalties for Violations**

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

**Civil penalties**--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

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

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

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

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

**Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations



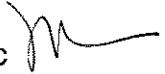
duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part time, and only in such person's capacity as a state or quasi-public agency employee." "Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor. "State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes. "State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement. "Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities. "Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual. "Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

---

T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

DATE: November 14, 2011  
TO: Richard Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: APPOINTMENTS – Boards & Commissions

I am recommending the following appointments to Town Boards and Commissions.

**BUILDING BOARD OF APPEALS**

D Dan Lyman Russell      118 Oak Street      Term: 12/16

**ZONING BOARD OF APPEALS**

D Charles K. Botts III      19 Tiffany Road      Term: 12/12

Please place on the Town Council Agenda for November 22, 2011. Thank you.

---

T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** 11/16/2011  
**TO:** RICHARD F. KEHOE, TOWN COUNCIL CHAIRMAN  
**FROM:** MAYOR MARCIA A. LECLERC *ML*  
**RE:** REAPPOINTMENT – BOARDS AND COMMISSIONS

---

I am requesting the Town Council accept my reappointments to the commissions below:

**REAPPOINTMENT:**

**ECONOMIC DEVELOPMENT COMMISSION**

R John Ryan 172 Burke Street Term: 12/13

**REDEVELOPMENT COMMISSION**

R John Ryan 172 Burke Street Term: 12/13

---

T O W N O F E A S T H A R T F O R D

O F F I C E O F T H E M A Y O R

---

**DATE:** October 27, 2011  
**TO:** Richard 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 \$7,207.62 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for November 1, 2011 .

**C:** M. Walsh, Director of Finance  
I. Laurenza, Tax Collector

---

---

INTEROFFICE MEMORANDUM

---

---

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

**FROM:** IRIS LAURENZA, COLLECTOR OF REVENUE  
ANNIE KOHLER, ASSISTANT TAX COLLECTOR

**SUBJECT:** REFUND OF TAXES

**DATE:** 10/27/2011

---

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 \$7,207.62 See attached list.

Bill	Name	Address	Prop Loc/Vehicle Info.	Int	Over Paid
2010-03-0051334	APARICIO MICHAEL	354 LIBERTY WAY APT 1D BROOKLYN NY 11209 8528	2004/277VAU/19JUA66214A059 \$	(7.46)	\$ (165.73)
2009-03-0055128	CAB EAST LLC - FORD CREDIT PP TAX	PO BOX 67000 DEPT. 231601 DETROIT MI 48267 2316	2008/662XAL/JM1BK32G081112 \$	-	\$ (53.65)
2009-03-0055129	CAB EAST LLC - FORD CREDIT PP TAX	PO BOX 67000 DEPT. 231601 DETROIT MI 48267 2316	2007/663WAA/3LNM26T17R62 \$	-	\$ (122.26)
2009-03-0055133	CAB EAST LLC - FORD CREDIT PP TAX	PO BOX 67000 DEPT. 231601 DETROIT MI 48267 2316	2004/801SWZ/YV1SZ59H041151 \$	-	\$ (325.02)
2009-03-0055147	CAB EAST LLC - FORD CREDIT PP TAX	PO BOX 67000 DEPT. 231601 DETROIT MI 48267 2316	2008/68CF84/1FTSW21568EC61 \$	-	\$ (491.99)
2010-03-0056638	CHASE AUTO FINANCE CORP	1111 POLARIS PARKWAY COLUMBUS OH 43240	2009/861XJU/JF2SH61689H784 \$	-	\$ (325.55)
2010-03-0056643	CHASE AUTO FINANCE CORP	1111 POLARIS PARKWAY COLUMBUS OH 43240	2009/469WXA/JF2SH63639G72 \$	-	\$ (269.87)
2010-03-0056611	CHERUKURI DAYANAND C/O ANANTHA KASINA	130 NUTMEG LN APT #223 E HARTFORD CT 06118 1219	2000/205YEC/2T1BR12E6YC377 \$	-	\$ (9.92)
2010-03-0057001	COBURN DANIEL A	59 CHESTER ST E HARTFORD CT 06108 2870	1999/992BZY/Y3SEF48E4X3024 \$	-	\$ (5.79)
2010-03-0058957	DASILVA APRIL L	4 SEDGEMICK RD E HARTFORD CT 06108 1034	2005/612PVZ/2C8GF78486R276 \$	-	\$ (26.00)
2010-01-0003803	DERENCH SANDRA	226 GOODWIN ST EAST HARTFORD CT 06108	226 GOODWIN ST	-	\$ (2,072.21)
2010-03-0087178	DZIADOSZ SOPHIE	19 GOLD ST EAST HARTFORD CT 06118	2000/843ADG/2G4WS52J8Y129 \$	-	\$ (8.60)
2010-03-0062113	FINANCIAL SER VEH TRUST	5550 BRITTON PARKWAY HILLIARD OH 43026	2009/SUSAN7/WBALM73559E1E \$	-	\$ (264.02)
2010-03-0062120	C/O BMW FINANCIAL SERVICES ATTN: TAX FINANCIAL SER VEH TRUST C/O BMW FINANCIAL SERVICES ATTN: TAX	5550 BRITTON PARKWAY HILLIARD OH 43026	2010/581LEKW/BAPK5C59AA65 \$	-	\$ (489.64)
2010-03-0062984	FRENCH MIKE	8 PROSPECT ST E HARTFORD CT 06108 1639	1998/127NLF/YV1LW5649W240 \$	-	\$ (67.12)
2009-03-0079429	GAVIN REBECCA	40 BROOK ST WEST SAYVILLE NY 11796	1997/794WWO/1HGCD5654VA2 \$	-	\$ (10.28)
2010-03-0066628	HOANG JOHN N	92 ROXBURY RD E HARTFORD CT 06118 1650	2006/176UOR/1M4AL11D66N42C \$	-	\$ (7.41)
2010-03-0066904	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2009/605XPC/1HGCP28869A15Z \$	-	\$ (257.81)
2009-03-0067735	IRVING LORNA M	27 OUTLOOK ST E HARTFORD CT 06108 2853	2000/968WTT/JN1CA31D8YT72 \$	-	\$ (49.69)
2007-03-0068492	J AND B MECHANICAL CONTRACTORS	89 CHURCH ST E HARTFORD CT 06108 3728	1993/7CG420/1GCDC14ZXPZ22 \$	-	\$ (78.61)
2008-03-0072471	MACK MARSHA M	79 CANNON RD E HARTFORD CT 06108 2808	2004/320WCJ/1HGCM66624A04 \$	-	\$ (33.54)
2010-03-0072988	MATTHEWS WILLIAM S OR MATTHEWS DEBRA	416 SCHOOL ST E HARTFORD CT 06108 1139	2004/641WGO/JTEBU14R64002 \$	-	\$ (12.74)
2010-03-0075553	NDAGIRE JULIET	5939 HEATHERWOOD COURT ALEXANDRIA VA 22310	2006/419TGJ/4T1BE30K86J669 \$	-	\$ (23.75)
2010-03-0076093	NISSAN INFINITI LT TAX OPERATIONS	PO BOX 650214 DALLAS TX 75265 0214	2008/YP9602/1N4BL21E68C146 \$	-	\$ (347.48)
2010-03-0077455	PARENT BEVERLY J	140 ROXBURY RD E HARTFORD CT 06118 1650	2003/892FDW/2G1VF52E13921 \$	-	\$ (146.98)

2010-03-0078021	PENSKE TRUCK LEASING CO ATTN: ARTHUR PODGUSKI	RT 10 GREEN HILLS READING PA 19603 0405	2005/45771A/1FUJABCK95LN96:	\$ -	\$ (549.22)
2009-03-0079254	PINNEY JACLYN M	67 WRIGHT RD WETHERSFIELD CT 06109	1996/105XGUJN1CA21D2TT10C	\$ -	\$ (50.90)
2010-02-0041330	PRECISION OPTICAL CO INC	3609 SMITH BARRY RD ARLINGTON TX 76013	351 BURNHAM ST	\$ -	\$ (19.82)
2010-03-0079500	PUDUPADI-EGANATH ANANTHA	28 GOLF VIEW DR APT C6 NEWARK DE 19702 1735	2005/752XCU/1N4AL11D95N401	\$ -	\$ (60.23)
2009-03-0079869	PUNTIEL VINICIO J	73 KING CT E HARTFORD CT 06118 1899	1999/89CC25/4TAWN72N1XZ56I	\$ -	\$ (161.05)
2010-03-0079521	PUNTIEL VINICIO J	73 KING CT E HARTFORD CT 06118 1899	1999/89CC25/4TAWN72N1XZ56I	\$ -	\$ (210.99)
2010-03-0082115	ROZELA MARK E CIO ATTORNEY JOHN STOBER	PO BOX 310979 NEWMINGTON CT 06131	2001/3187CA/1GCCS14541K137	\$ -	\$ (21.34)
2007-03-0083534	RUIZ MARIBEL N	89 PHELPS ST E HARTFORD CT 06108 2260	1997/734UNF/1N4BU31D0VC25K	\$ -	\$ (6.17)
2010-03-0083423	SEGDA PETER M	93 MAPLE ST E HARTFORD CT 06118 2632	2000/WUZZUP/1HD1GDV10YY3	\$ -	\$ (9.00)
2009-03-0085321	STAVOLA JULIA E	15 LINDEN ST E HARTFORD CT 06108 4028	2004/175NOB/1HGCM82674A01	\$ -	\$ (6.90)
2010-03-0085194	STEVENSON GERALD OR STEVENSON MARSHA	152 SILVER LN E HARTFORD CT 06118 1049	2002/931MMT/KMHFU45EX2A2K	\$ -	\$ (29.67)
2010-03-0085521	SURLES ESTELLE	1420 LINCOLN CREST DR AUSTELL GA 30106	2006/730PMH/1N4AL11D46N444	\$ -	\$ (10.97)
2010-03-0085745	TANASI SEBASTIAN OR TANASI SALLY ANN	39 EVANS AV E HARTFORD CT 06118 2612	2003/YANO/1FAFP36Z33W3028	\$ -	\$ (125.98)
2010-03-0089161	WILLARD GLENN E OR BIGL LOUANN M	10 OLIVE ST WINDSOR LOCKS CT 06096	2005/658TZV/KMHDN46D95U07	\$ -	\$ (26.16)
2010-02-0041778	ZIPPEL DAVID & ASSOCIATES LLC	84 CONNECTICUT BLVD EAST HARTFORD CT 06108	84 CONNECTICUT BLVD	\$ -	\$ (246.10)
<b>SUBTOTAL</b>				\$ (7.46)	\$ (7,200.16)
<b>TOTAL</b>					\$ (7,207.62)