

Robert J. Paek

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
JANUARY 3, 2012

2011 DEC 29 P 1:31
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
 - A. Susan Skowronek
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. December 13, 2011 Executive Session/Bank of America
 - B. December 13, 2011 Regular Meeting
 - C. December 19, 2011 Special Joint Meeting/East Hartford Housing Authority
6. COMMUNICATIONS AND PETITIONS
 - A. Resignations:
 1. Marilyn Pet: Economic Development Commission
 2. Lou Ramos: Inland-Wetlands/Environmental Commission
 3. Jim Reik: Hockanum River Commission
7. OLD BUSINESS
8. NEW BUSINESS
 - A. State of Connecticut Multi-Use Trail Right of Way Agreement
 - B. Ordinance Committee: Setting a Public Hearing Date of January 17, 2012 @ 7PM in Town Council Chambers for Public Comment to the Revisions to Section 2-115 of the Town of East Hartford Code of Ordinances as follows:
 1. Director of Parks and Recreation
 2. Director of Human Resources
 3. Director of Inspections and Permits (Building Official)
 - C. Tax Policy Committee: Setting a Public Hearing Date of January 17, 2012 @ 7:15PM in Town Council Chambers for Public Comment on the proposed "Improve East Hartford Program"
 - D. Recommendation from Tax Policy Committee: Tax Lien Sales/Foreclosures: RFP
 - E. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

A. Other Elected Officials

B. Other Residents

C. Mayor

12. ADJOURNMENT (next meeting: January 17, 2012)

Robert J. Pasch

2011 DEC 19 A 9:57

TOWN COUNCIL MAJORITY OFFICE

DECEMBER 13, 2011

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

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, Patricia Harmon and Robert J.
Damaschi

ALSO Michael Walsh, Finance Director
PRESENT Rich Gentile, Assistant Corporation Counsel

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:37 p.m.

MOTION By Eric Thompson
seconded by Bill Horan
to **go into** Executive Session to discuss the settlement of Municipal
Derivatives Antitrust Litigation (Bank of America)
Motion carried 9/0.

MOTION By Eric Thompson
seconded by Bill Horan
to **go back to** Regular Session.
Motion carried 9/0.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Bill Horan
to **adjourn** (6:47 p.m.)
Motion carried 9/0.

Attest 
Richard F. Kehoe
Town Council Chair

Robert J. Beck

EAST HARTFORD TOWN COUNCIL

2011 DEC 19 A 9:57

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

DECEMBER 13, 2011

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, Patricia Harmon and Robert J. Damaschi

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:37 p.m. He announced the exit locations in accordance with Connecticut General Statutes § 29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to honor the lives of three individuals who were part of the East Hartford community. They will be missed.

Richard Begley, a longtime resident of East Hartford and U.S. Navy Veteran, was involved with the Patriotic Commission, the Zoning Board of Appeals, Riverfest, Podunk Bluegrass Music Fest, the town's homeless shelter, and went on to be a judicial marshal.

Joseph Connolly was an East Hartford High School graduate who became a teacher and taught in the South Windsor school system, was heavily involved in the East Hartford Summer Youth Festival and served as a mentor to children who were in the summer youth programs.

Bette Tucker, the town's Delinquent Tax Collector for seven years, was also an East Hartford High School graduate. She was highly regarded for her professionalism performing her job duties and was a true asset to the town.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) congratulated the Councillors for their recent victory in the November elections; (2) thanked the Mayor for a job well done during storm Alfred; (3) spoke to the issue of the wage chart as recommended from the Personnel & Pensions Subcommittee and suggested that the salaries of Directors be set by ordinance; (4) asked that the Council vote for executive session issues be delayed by one meeting – to give the public time for their input; (5) suggested that the vote for the Covanta contract be delayed until the Council has read the contract and the public has been given an opportunity to give their input; (6) inquired if the Special Joint Meeting with the East Hartford Housing Authority will be televised and asked that the call of the meeting be published in the Gazette and that the public has an opportunity to comment at the meeting; and (7) suggested that the Republican Councillors advocate to have the East Hartford Housing Authority issue be on a Council agenda as a referral to the Investigation & Audit Committee.

To accommodate the next speaker, the following motion was made:

MOTION By Ram Aberasturia
seconded by Bill Horan
to waive the residency requirement under "Opportunity for Residents to Address the Council on Agenda Items".
Motion carried 6/3. Nays: Thompson, Harmon, Damaschi

Attorney Edward Spinella, representing Murphy Road Recycling, LLC and Trash Away, Inc., spoke against the bid waiver for Covanta Southeastern Connecticut Company, suggesting that the proposed savings may not be accurate compared to the additional expenses that the town may incur. Attorney Spinella asked that the Council table this issue.

Mayor Leclerc (1) asked that the Council refer the lease of the Raymond Library; (2) announced that a Day of Appreciation for those employees who helped out during storm Alfred will be December 17th at the new Firehouse #5; and (3) supports the Dial-A-Ride grant and urged the Councillors to support it also.

APPROVAL OF MINUTES

November 22, 2011 Regular Meeting

MOTION By Barbara Rossi
seconded by Eric Thompson
to approve the minutes of the November 22, 2011 Regular Meeting.
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Town Council Subcommittee Assignments

Chair Kehoe announced the following assignments:

COMMITTEE ASSIGNMENTS

2011-2013

Economic Development

Barbara Rossi
Pat Harmon

Personnel & Pensions

Marc Weinberg, Chair
Ram Aberasturia
Bob Damaschi

Education, Board of (Liaison)

Rich Kehoe
Bob Damaschi

Public Building Commission

Rich Kehoe
Pat Harmon

EMS

Linda Russo
Eric Thompson

Real Estate Acq. & Disposition

Linda Russo, Temp Chair
Bill Horan
Eric Thompson

Fees Committee

Marc Weinberg, Temp Chair
Ram Aberasturia
Pat Harmon

Housing Authority (Liaison)

Linda Russo
Bob Damaschi

Investigation & Audit Com.

Bill Horan, Chair
Barbara Rossi
Eric Thompson

M.D.C. (Liaison)

Bill Horan

Ordinance Committee

Rich Kehoe, Temp Chair
Bill Horan
Eric Thompson

Pension & Retiree Benefit Brd

Bob Damaschi

Riverfront Recapture (Liaison)

Marc Weinberg

Tax Policy Committee

Bill Horan, Temp Chair
Marc Weinberg
Pat Harmon

Town Owned Prop. Other Than RE

Marc Weinberg, Temp Chair
Rich Kehoe
Bob Damaschi

Inspections/Permits Committee

Barbara Rossi, Temp Chair
Linda Russo
Eric Thompson

Budget Committee

Ram Aberasturia, Temp Chair
Barbara Rossi
Bob Damaschi

Connecticut Fair Housing Center Program

Chair Kehoe announced that the East Hartford State Delegation, Gary LeBeau, Henry Genga, Tim Larson and Jason Rojas, is working with the Connecticut Fair Housing Center to assist homeowners who are having trouble with paying their mortgage or are in foreclosure. A meeting will be held on December 15th at the Raymond Library to discuss the resources available through the State's Mediation Program.

NEW BUSINESS

Dial-a-Ride Operating Grant

MOTION By Linda Russo
seconded by Barbara Rossi
to adopt the following resolution:

RESOLVED that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,497.45 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

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

Local Prevention Grant – East of the River for Substance Abuse Elimination (ERASE)

MOTION By Ram Aberasturia
 seconded by Barbara Rossi
 to adopt the following resolution:

RESOLVED, that Marcia A. Leclerc Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application in an amount not to exceed \$5,675 with the State of Connecticut Department of Mental Health and Addiction Services to support the activities of a local alcohol, tobacco, and other drug abuse Prevention Council, and to file any amendments or reports as may be required to successfully complete the terms of the grant contract.

BE IT FURTHER RESOLVED that Marcia A. Leclerc was elected Mayor. Her term of office began on January 10, 2011 and will continue until November 12, 2013. As Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

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

Riverside Drive Reconstruction Design Agreement

MOTION By Bill Horan
 seconded by Marc Weinberg
 to adopt the following resolution:

RESOLVED, that Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement entitled "Agreement between the State of Connecticut and the Town of East Hartford for the Development of Contract Plans, Specifications and Estimates for Reconstruction of Riverside Drive utilizing Federal Funds under the Surface Transportation Program".

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

Municipal Tax Exempt Lease Purchase Financing

MOTION By Linda Russo
 seconded by Barbara Rossi
 to adopt the following resolution:

**RESOLUTION TO AUTHORIZE A MUNICIPAL TAX-EXEMPT
LEASE PURCHASE FINANCING AGREEMENT**

WHEREAS, the Town of East Hartford intends to purchase various capital equipment as part of the Town of East Hartford's Approved 5-Year Capital Improvement Plan for the Years 2012-2013 through 2016-2017; and

WHEREAS, the cost of the various capital equipment and replacement furniture designated for lease-purchase financing will be determined as part of the annual budget process held in early 2012; and

WHEREAS, four pieces of equipment totaling \$110,000 consisting of boat access floats lost during the high water event caused by Tropical Storm Irene and three pick-up trucks that have been taken off the road by our Fleet Maintenance Department will be recommended by the Mayor to be included in the final 5-Year Capital Improvement Plan eventually approved by the Council; and

WHEREAS, the Town will budget the lease cost of the entire approved capital plan, including these items, in fiscal year 2013-2014 for four years in the General Operating Fund to pay principal and interest on the purchases.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with Chase Equipment Finance, Inc. in the principal amount not to exceed \$110,000. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

BE IT FURTHER RESOLVED that the Town declares its intent to be reimbursed for any temporary advances from the General Fund to pay for any part of the equipment from proceeds of the lease financing in accordance with Treasury Regulation 26 CFR 1.103-18 and/or 26CFR1.150-2.

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

Bid Waiver: East Hartford's Solid Waste Disposal and Recycling Services re: Covanta Southeastern Connecticut Company

MOTION By Bill Horan
seconded by Linda Russo
to waive the bidding requirements of Town Ordinance §10-7 and authorize the Administration to enter into a three year contract, with two three year renewal terms, with Covanta Southeastern Connecticut Company, or one of its affiliates, to provide municipal solid waste disposal and recycling services at an initial solid waste per ton rate of \$58.75, with an escalator clause not to exceed 2.5% annually, and a recycling rebate rate of \$22.50 per ton, upon such other terms and conditions as the Mayor deems appropriate and reasonable, such waiver being in the best interests of the Town because it will allow the town to immediately lock into municipal solid waste disposal and recycling services at a more beneficial rate than currently being offered by other providers.

MOTION By Barbara Rossi
seconded by Ram Aberasturia
to amend the motion as follows:

1. Change the reference of \$58.75 to \$59.00.
2. Add the words "at the discretion of the town" after "...with two three year renewal terms".
3. add the following at the end of the motion: "provided the contract shall contain assurances that short wait times will be maintained such that the overall round trip time is routinely less than the round trip under the current contract".

Motion carried 9/0.

On call of the vote on the amended motion, motion carries 9/0.

Referral to Tax Policy Committee re: Tax Lien Sales

MOTION By Marc Weinberg
seconded by Linda Russo
to refer to the Tax Policy Committee the list of properties recommended for the town's annual tax lien sale, along with

properties that are going toward foreclosure, with instructions to review the proposed list of properties and the criteria used by the town to implement a tax lien sale and to report back to the Town Council with its recommendations, if any.
Motion carried 9/0.

Referral to Ordinance Committee re: Revisions to Job Descriptions: Director of Parks & Recreation, Director of Inspections & Permits and Director of Human Resources

MOTION By Bill Horan
seconded by Ram Aberasturia
to refer to the Ordinance Committee the proposed revisions to the qualifications for three town Director positions: Parks & Recreation, Inspections & Permits and Personnel/Labor Relations; with instructions for the Ordinance Committee to review the proposed changes and report back to the Town Council with its recommendations, if any.
Motion carried 9/0.

Referral of Raymond Library Lease

MOTION By Marc Weinberg
seconded by Linda Russo
to refer to the Real Estate Acquisition & Disposition Committee the Raymond Library Company lease as outlined in a memo to Mayor Marcia Leclerc from Assistant Corporation Counsel Richard Gentile, with instructions to review the matter and report back to the Town Council with its recommendations, if any.
Motion carried 9/0.

Amusement Permit Application: 20th Annual Aselton Memorial Snow Dash

MOTION By Ram Aberasturia
seconded by Marc Weinberg
to approve the outdoor amusement permit application entitled "20th Annual Aselton Memorial Snow Dash", filed jointly by the East Hartford Parks and Recreation Department and the East Hartford Police Department to conduct the town's annual 5K road race (Snow Dash), to be held in the vicinity of the Langford School area – 61 Alps Drive – and surrounding streets on Sunday, January 8, 2012 between the hours of 12:00PM and 4:00PM, with the use of public streets occurring between the hours of 1:30PM and approximately 2:15PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

Recommendation from Personnel & Pensions Committee re: Non-union, Non-classified Wage Chart

MOTION By Ram Aberasturia
seconded by Marc Weinberg
that the Town Council **approve** the placement of non-union classified employees back on the pay grid for one year with an increase of 1% and steps for those who are eligible.
Motion carried 9/0.

Recommendation from Real Estate Acquisition & Disposition Committee re: 11.4 Acres Abutting 244 Lombardo Drive (f.k.a. Meat Town Property)

MOTION By Linda Russo
seconded by Bill Horan
to **adopt** the following resolution:

Whereas, the most recent (Phase II) environmental report on the 11.4 acre parcel abutting Lombardo Drive, a.k.a. "Meat Town Property", ("the Property") recommends that the Town obtain a Phase III environmental report before accepting the Property; and

Whereas, a source of funding for such environmental report is not available; and

Whereas, the Mayor, the Director of Public Works and the Director of Parks and Recreation have indicated that the Town has no current or potential future use for the Property.

Now Therefore **Be It Resolved** that this Committee report its findings to the Town Council and recommend that the Town Council request that the Mayor's Office take all necessary steps to decline the State of Connecticut's offer of the Property to the Town.

MOTION By Linda Russo
seconded by Ram Aberasturia
to **postpone action** until the Town Council receives further direction from Corporation Counsel.
Motion carried 9/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Linda Russo
to **refund** taxes in the amount of \$8,592.70 pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 9/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2009-03-0051078	AMOAKOH ADELAIDE AN	2003/651URS/JTDBE32K630158549	-55.64
2010-03-0053279	BHAVSAR RAMESH B	2004/777XUD/3N1CB51D74L906602	-45.8
2010-03-0056475	CHAPMAN WILLIAM E C/O ATTORNEY MICHAEL J CARON	2004/VZ747/1MEFM55S94G601599	-28.47

2010-03-0068242	JONES CHRISTOPHER M	2007/887WFS/2T1BR32E37C829539	-251.27
2010-03-0068414	JS ENERGY SYSTEMS OF CT	2003/6CY933/1FTNE24L73HB74676	-45.47
2010-03-0069929	LAGASSE MICHELLE L	1995/48CF16/1B7FL26X7SS360438	-6.54
2010-03-0071873	MADDURI KISHOREKUMAR	1999/469WUV/1N4DL01D4XC199157	-18.52
2010-03-0072504	MARTIN ANGELA M	2005/458XPE/2C8GF68475R575747	-298.77
2009-01-0003423	MENSAH PRINCE E	19 BUENA VISTA DR	-649.62
2010-03-0076076	NISSAN INFINITI LT	2008/908WTA/JN8AS58V88W137471	-176.82
2010-03-0076103	NISSAN INFINITI LT	2008/199WWE/1N4AL21E68C258766	-259.18
2009-03-0076901	OLIVER GAIL Y	1999/793XDZWAUCB28D0XA018008	-17.51
2010-03-0076941	ORTIZ TERESA	2006/512WNY/1G2ZF55B264245501	-10.65
2010-03-0077689	PATRIA LAURIE L	2003/945SBW/JTDBE32K230160105	-211.34
2010-03-0079400	PRIETO LISANDRA	1997/534XUD/JN8AR05Y4VW162957	-19.03
2010-03-0080178	REID TIPHANY T	1995/537YFZ/JT8UZ30C4S0046709	-108.15
2010-03-0080233	REN XIA	1999/7321CD/1FBNE31L0XHB44844	-10.81
2010-03-0081688	ROLFE ROBERT L 2ND	1995/629YAJ/1FALP42T3SF278467	-12.52
2010-03-0082379	RYDER TRUCK RENTAL INC	2005/47229A/2NKMHZ7X75M114443	-469.74
2010-03-0082382	RYDER TRUCK RENTAL INC	2003/47421A/3HTCEAHT33N066320	-421.54
2010-03-0082406	RYDER TRUCK RENTAL LT	2005/K39187/1HTMMAAM25H131634	-659.14
2010-03-0082436	RYDER TRUCK RENTAL LT	2004/8CX146/1FTNE24W44HB32218	-155.93
2009-03-0083227	SANTIAGO ZUREILY	2004/868URU/1N4BA41E94C883579	-52.09
2010-03-0083235	SCHLOSSER RONALD J C OR	2000/38796C/1FTRX18LOYNB46159	-18.17
2010-03-0083774	SHEMONSKY LILLIAN	2001/LIL525/1Y1SK52821Z401349	-51.97
2010-03-0085515	SUNKE PHANI K	2008/321XXG/2HGFA16818H308880	-62.88
2010-03-0085543	SUTTON JONAS L	1996/883MGO/1N4BU31D1TC120446	-66.91
2009-04-0087541	THOMAS YOLANDA L	2000/579YEC/JT8BF28GXY0275552	-65.21
2010-03-0086230	THOMAS YOLANDA L	2000/579YEC/JT8BF28GXY0275552	-227.19
2010-03-0087374	UNITED TECHNOLOGIES CORP	2004/36121A/1XKDDU9X34J055138	-662.6
2010-03-0087375	UNITED TECHNOLOGIES CORP	2004/36122A/1XKDDU9X54J055139	-662.6
2010-03-0087376	UNITED TECHNOLOGIES CORP	1991/36437A/1M2AA13Y5MW012555	-164.18
2010-03-0087377	UNITED TECHNOLOGIES CORP	2003/37124A/1HTMMAAN33H565289	-509.08
2010-03-0087378	UNITED TECHNOLOGIES CORP	2004/41724A/1FVACXDC54HN07982	-724.54
2010-03-0087379	UNITED TECHNOLOGIES CORP	2004/41725A/1FVACXDC94HN07984	-724.54
2010-03-0087380	UNITED TECHNOLOGIES CORP	1990/6722A/2M2P197Y8LC007170	-109.46
2010-03-0087381	UNITED TECHNOLOGIES CORP	1990/6724A/2M2P197YXLC007171	-109.46
2010-03-0088352	VW CREDIT LEASING LTD	2008/231XXGWWWAK73C68P041197	-303.73
2009-03-0089172	WEST MARIE E	2001/303REU/1YVGF22C815251041	-44.44
2010-03-0088864	WEST MARIE E	2001/303REU/1YVGF22C815251041	-101.19
		TOTAL	8,592.70

2012 Town Council Meeting Dates

MOTION By Barbara Rossi
seconded by Marc Weinberg
to **approve** the 2012 Town Council meeting
dates as follows:

DATE: November 15, 2011
TO: All Councillors
FROM: Rich Kehoe, Chair
RE: 2012 Town Council Meetings Schedule

January 3	July 17
January 17	August 7
February 7	August 21
February 21	September 4
March 6	September 19 Wednesday (Due to Rosh Hashanah)
March 20	October 2
April 3	October 16
April 17	October 30
May 1	November 13
May 15	November 27
June 5	December 11
June 19	

Motion carried 9/0.

2012-2013 Town Council Budget Workshop Schedule

MOTION By Barbara Rossi
seconded by Ram Aberasturia
to **approve** the 2012-2013 Town Council Budget
Workshop schedule as follows:

DATE: December 8, 2011
TO: All Directors

FROM: Rich Kehoe, Chair
RE: 2012-2013 Budget Workshop Schedule

TOWN COUNCIL CHAMBERS

Monday, February 27, 2012

Mayor's Summary of Budget 6:30 p.m.

Fire Department

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

6:45 p.m.

Public Safety Complex

Public Safety Communications

Police Department

Police Administration Chief Sirois
Operations
Criminal Investigation
Police Capital Improvements

Wednesday, February 29, 2012

Board of Education

Superintendent of Schools Mark Zito 6:30 p.m.

Inspections and Permits

Administration 7:30 p.m.

Saturday, March 3, 2012

Summary of Pension Plan

Town Treasurer Joseph Carlson 8:30 a.m.
Town Council Rich Kehoe
Town Clerk Robert Pasek
Registrars of Voters Mary Mourey & Peg Byrnes
Selectmen
Probate Court Allan Driscoll

Finance

Administration Mike Walsh
Accounts and Control
Information Technology
Purchasing
Assessor

Revenue and Collections
Employee Benefits
Risk Management
Debt Services
Contingency
Capital Improvements
Revenues

Five Year Capital Improvement Plan

Summary

Project Narratives
Finance
Public Works
Parks and Recreation
Fire Department
Police Department
Public Library
Other Departments

Boards and Commissions

Beautification Commission	Patriotic Commission
Inland/ Wetlands/Environment Commission	Board of Assessment Appeals
Personnel Board of Appeals	Human Rights Commission
Historic District Commission	Emergency Medical Commission
Library Commission	Zoning Board of Appeals
Public Building Commission	Fine Arts Commission
Retirement Board	Commission on Aging
Commission on Services for Persons w/Disabilities	Veterans' Affairs Commission
The Hockanum River Commission	
Board of Ethics	

Lunch Break

12:30 p.m.

Executive

Office of the Mayor	Marcia Leclerc
Channel 5	Irene Cone
Corporation Counsel	Scott Chadwick
Human Resources	Frank Cassetta
Public Library	Pat Jones
Youth Services	Cephus Nolen

Development

Administration	John Choquette
Redevelopment Agency	
Economic Development Commission	
Planning & Zoning Commission	

Monday, March 5, 2012

Grants Administration

Clare Fravel

6:30 p.m.

Public Works

Administration	Tim Bockus, Acting Director
Engineering	
Highway Services	

Waste Services
Fleet Services
Building Maintenance
Metropolitan District Commission
Public Works Capital Improvements
Public Safety Complex Maintenance

Parks and Recreation

Administration
Maintenance
Other Facilities
Park Special Program
Parks & Recreation Capital Improvements

Health and Social Services

Administration Jim Cordier
Community Health & Nursing Services
Environmental Control
Social Services
Services for the Elderly

Tuesday, March 6, 2012

Regular Meeting 7:30 p.m.

Wednesday, March 7, 2012

Public Hearing - Budget 7:00 p.m.

Tuesday, March 13, 2012

Special Meeting - Budget 7:00 p.m.

MOTION By Eric Thompson
seconded by Pat Harmon
to **amend** the motion as follows:
add another Public Hearing on Thursday, March 8, 2012.
Motion carried 8/1. **Nay:** Weinberg

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

The Chair suggested that the Summary of the Pension Plan be moved from the Saturday, March 3rd to the February 7th Town Council meeting.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Ram Aberasturia asked if the light poles on the lower end of Long Hill Road are in working order.

Pat Harmon (1) inquired on the progress of the town's leaf collection; (2) asked if the Administration is still collecting debris from storm Alfred; (3) questioned what has delayed the grand opening of Firehouse #5; (4) requested an update on the Big Y property located in the School Street Shopping Plaza; and (5) asked for an update on blighted properties

and requested that the Administration forward a timely report on any progress to those properties.

Bill Horan commended the Public Works department for this year's leaf collection in light of the work involved with collecting debris from storm Alfred.

Linda Russo inquired when revaluation notices will be sent out.

Eric Thompson thanked Susan Skowronek for her service as a Town Councillor and wished her and her family a Merry Christmas and Happy New Year.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Municipal Derivatives Antitrust Litigation – Bank of America

MOTION By Barbara Rossi
 seconded by Linda Russo
 to **accept** the recommendation of Corporation Counsel's Office
 to settle outstanding claims against Bank of America Corporation
 with respect to Municipal Bond Derivative Actions, pursuant to an
 out of Court Settlement Agreement between Bank of America
 Corporation and the Attorneys General of twenty-eight states,
 for the sum of \$10,103.90.
 Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc reminded everyone about the Day of Appreciation at the new Firehouse #5 on Saturday and wished all Happy Holidays.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to **adjourn** (10:18 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council is on Monday, December 19, 2011. This is a Special Joint Meeting with the East Hartford Housing Authority.

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

Robert J. Paek

2011 DEC 22 A 9:08

TOWN OF EAST HARTFORD
740 MAIN STREET
TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

DECEMBER 19, 2011

SPECIAL JOINT MEETING – EAST HARTFORD HOUSING AUTHORITY

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Robert J. Damaschi

ABSENT Majority Leader Barbara-Ann Rossi

ALSO

PRESENT East Hartford Housing Authority Commissioners:
Robert Keating, Chair; James Kate, James Patterson
Prescille Yamamoto, Hazelann Cook
Ralph Alexander, Attorney, East Hartford Housing Authority
Debra Bouchard, Executive Director, East Hartford Housing Authority
Joseph Regan, Finance Director, East Hartford Housing Authority
Mary Hill, Chair, King Court Resident Council
Denise Summers, Member, King Court Resident Council

CALL TO ORDER

Rich Kehoe, East Hartford Town Council Chair called the meeting to order at 7:19 p.m. He announced the exit locations from the Chamber in accordance with Connecticut General Statutes §29-381.

The Chair indicated that this is the fourth of a series of meetings between the Town Council and the East Hartford Housing Authority (EHHA) with regard to the EHHA's financial recovery plan. The Chair gave a brief overview as follows:

The East Hartford Housing Authority is a public agency, created by the Town of East Hartford pursuant to state law, and has a significant connection to the federal government through the U.S. Department of Housing and Urban Development (HUD).

Since the late 1950's, EHHA built and operates housing primarily for seniors and low-to-moderate income families. EHHA's funding comes through either state or federal monies, not through town funding.

The Town Council has become involved with the EHHA's progress on their financial status as HUD brought to light some significant financial and operational weaknesses that need to be rectified. The Recovery Agreement has provided EHHA with a guide toward financial solvency.

At this point, the Chair opened the meeting to public comment.

Susan Kniep, 50 Olde Roberts Street, (1) raised concerns for the residents of King Court and the manner of selling the housing development; (2) urged an Investigations and Audit Committee review of the EHHA; (3) called for the replacement of the EHHA Board of Commissioners and the EHHA attorney; (4) questioned the relationship between the EHHA attorney and the attorney for Goodwin College as it relates to the public bidding process; and (5) commented on the specificity of the EHHA minutes and urged the Council to read them.

Having overlooked the pledge of allegiance at the beginning of the meeting, the Chair asked that it be recited at this time.

Debra Bouchard, Executive Director for the East Hartford Housing Authority, stated that EHHA entered into the Recovery Agreement (RA) with HUD in September 2011. Since then, there have been bi-weekly meetings with HUD to insure that EHHA is moving forward. The RA required that EHHA institute a mentor relationship with a high performing public housing agency. To that end, EHHA has partnered with Stratford Housing Authority as their mentor agency.


Ms. Bouchard summarized the progress EHHA has made in each area of concern under the following categories: (1) Governance; (2) Organization & Staffing; (3) Development Initiatives; (4) Finance; (5) Maintenance & Improvement of Physical Conditions; (6) Program Management – Public Housing; (7) Compliance with Local and Federal Requirements; (8) Program Management – Other Section 8 Programs.

The Councillors posed questions to the EHHA after the summarization of each category.


Chair Kehoe suggested that the Town Council continue to meet quarterly with the EHHA to track their progress with the Recovery Plan.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to **adjourn** (9:05 p.m.)
 Motion carried 8/0.

Attest 
 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: December 23, 2011
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESIGNATIONS: Boards and Commissions

Attached are copies of letters of resignation from Marilyn Pet, Chair of the Economic Development Commission, Lou Ramos, Inland-Wetland/Environmental Commission and Jim Reik of the Hockanum River Commission. They have all served as valuable members of these Commissions. They will be missed by fellow members, employees of the town and residents of the community.

Please place this communication on the Town Council agenda for January 3, 2012.

Thank you.

Marilyn S. Pet
Attorney at Law
235 East River Drive #1601
East Hartford, CT 06108

11/28/2011

Mayor Marcia LeClerc
Town Hall
Main Street
East Hartford, CT 06108

RECEIVED

NOV 28 2011

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

Dear Mayor LeClerc:

With this letter, I am tendering my resignation as Chair of the Economic Development Commission. I have enjoyed serving on the Commission and regret that the time commitment that is required by my election to the Board of Education precludes my continued role on the Commission. It is my feeling that better schools in our town will help attract businesses so I am not really going so far afield in my new position.

I have appreciated the opportunity to serve as both a member and chair of the Economic Development Commission in East Hartford and hope that it continues in the same positive direction it has followed in the past.

Sincerely,



Marilyn Pet

Cc: John Choquette
Aya Beckles

December 15, 2011

Lou Ramos

153 Roxbury Rd.

East Hartford, CT 06118

To: Town of East Hartford

This memo is to inform you my intent to resign from the Inland Wetland Environmental Commission as of 12/31/11.

Thanks,



Lou Ramos

Robert J. Paak
2011 DEC 16 A 10: 59
TOWN CLERK
EAST HARTFORD

RECEIVED

DEC 19 2011

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

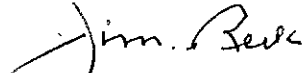
235 East River Drive #1005
East Hartford, CT 06108
December 16, 2011

Mayor Marcia Leclerc
740 Main Street
Town Hall
East Hartford, CT06108

Dear Marcia,

Please accept my resignation from the board of the Hockanum River Commission. I am no longer able to participate in the outdoors activities of the commission. I wholly support the work it does and wish them success.

Very truly yours,


Jim Reik

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: December 29, 2011
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *mal/epa*
RE: RESOLUTION: Multi-Use Trail Right of Way Agreement

Attached is a memo from our Grants Administrator regarding State Project No. 42-300, the three mile bicycle/pedestrian multi-use trail running along the Connecticut River. The State of Connecticut is requesting an agreement with the Town to allow them to acquire the rights and easements to continue with their work on this trail.

I ask that the Council adopt the attached Resolution authorizing the Mayor's execution of documents related to this project.

Please place on the agenda for January 3, 2012. Thank you.

C: J. Kulpa, Engineering
C. Fravel, Grants Administration
M. Walsh, Finance Director

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

Phone: (860) 291-7364
Fax: (860) 289-8394



740 Main Street
East Hartford, Connecticut 06108

GRANTS
ADMINISTRATION

TO: Marcia A. Leclerc, Mayor

FROM: Clare Fravel, Grants Administration *CF*

SUBJ: Referral to Council – Resolution
Multi-Use Trail Right of Way Agreement

DATE: December 21, 2011

The State of Connecticut Department of Transportation has prepared an agreement between the State of Connecticut and the Town of East Hartford relative to rights of way activities in conjunction with State Project No. 42-300 Multi-Use Trail. The three-mile bicycle/pedestrian multi-use trail begins at the Connecticut River and runs east past Rentschler Field to connect with the existing Charter Oak Greenway.

This agreement provides for the State to perform the work required to acquire rights and easements necessary for the aforementioned project.

The attached Resolution will authorize you as Mayor to execute the agreement. I am requesting that this item be placed on the January 3, 2012 agenda of the Town Council for their consideration.

Attachment(s): Resolution
Agreement (copy)

Cc: Jim Kulpa, Engineering Division
Tim Bockus, Acting Director of Public Works

MARCIA A. LECLERC
MAYOR

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

(860) 291-7364
FAX (860) 289-8394

GRANTS ADMINISTRATION

RESOLUTION

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true and correct copy of the Resolution, duly adopted and ratified by the Town Council of the Town of East Hartford on the 3rd day of January, 2012.

RESOLVED, that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to sign the State Project No. 42-300, Federal Project No. H024 (003) Multi-Use Trail Right of Way agreement entitled: "Agreement Between the State of Connecticut and the Town of East Hartford for Rights of Way Activities in Conjunction with Acquisition of Property for a Multi-Use Trail in the Town of East Hartford Utilizing Funding from the High Priority Projects Program" and to file any amendments or reports as may be required to successfully complete the terms of the contract.

BE IT FURTHER RESOLVED that Marcia A. Leclerc was elected Mayor. Her term of office began on November 14, 2011 and will continue until November 12, 2013. As Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this ____ day of January, 2012.

Angela M. Attenello, Town Council Clerk

seal

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND THE TOWN OF EAST HARTFORD
FOR
RIGHTS OF WAY ACTIVITIES
IN CONJUNCTION WITH
ACQUISITION OF PROPERTY
FOR A
MULTI-USE TRAIL
IN THE TOWN OF EAST HARTFORD
UTILIZING FUNDING FROM THE
HIGH PRIORITY PROJECTS PROGRAM

State Project No: 42-300 Federal Project No. H024(003)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of ,2011, by and between that State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State" and the Town of East Hartford, 740 Main Street, East Hartford, Connecticut, 06108, acting herein by Marcia Leclerc, Mayor, hereunto duly authorized, hereinafter referred to as the "Municipality".

WITNESSETH, THAT:

WHEREAS, Section 13b-4(8) of the General Statutes of Connecticut, as revised, provides, "The Commissioner shall have the following general powers, duties and responsibilities: To cooperate with federal, state, interstate and local agencies, organizations and persons performing activities relating to transportation;" and

WHEREAS, Public Law 91-646 (the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970") established land acquisition policies for Federal Programs, and

WHEREAS, the Municipality has developed contract plans, specifications and estimates for a Multi-use Trail, hereinafter referred to as the Project, identified by State Project No.42-300 and Federal Project No.H024(003), and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and for other purposes, and

WHEREAS, Title 23, United States Code, Chapter 1, Section 117, authorizes the Secretary of Transportation to establish a High Priority Projects Program (HPPP), and

WHEREAS, the Project is eligible for funding under the High Priority Projects Program (HPPP) as defined in Title I, Section 1701 of the Act, and

WHEREAS, the Project is listed and briefly described in Title I,

Section 1702 of the Act, and

WHEREAS, it has been determined that acquisition of property is necessary to complete the Project, and said property has been identified on the plans prepared for the Project, and

WHEREAS, the State will undertake all rights of way activities, which include, but are not limited to, appraisal, title search, and negotiation for the acquisition of all permanent and temporary rights and land acquisitions for the Project, and

WHEREAS, Section 13a-165 of the General Statutes of Connecticut, as revised, provides that "the Commissioner of Transportation is authorized.... (b) to apply for and obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or any agency thereof."

NOW, THEREFORE, KNOW YE THAT:

THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties" as used herein is defined as a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as all rights of way activities, related to the construction of a Multi-Use Trail which include, but are not limited to, appraisal, title search, and negotiation for the acquisition of all permanent and temporary rights and land acquisitions for a multi use trail.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

THE MUNICIPALITY SHALL:

1. Furnish to the State all available information possessed by the Municipality which is necessary for proper development of the Project.
2. Negotiate further agreements that may be necessary for the rights of way activities and construction of the Project.
3. Reimburse the State for all rights` of way expenditures incurred by the State on the Project in the event the Project is cancelled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and Federal Highway Administration to be justifiable and with "good cause," Federal participation in the expenditures will be provided up to the percentage of acceptable work complete to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding are considered to be within the control of the Municipality and will not be considered as "good cause."
4. Agree that any municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

THE STATE SHALL:

5. Perform the necessary Rights of Way Activities in compliance with State and Federal requirements.
6. Acquire all temporary rights required for the proposed project including but not limited to driveways, grading and sidewalks.

7. In the event the municipal property, not designated for Transportation, is required in conjunction with the Project, the Municipality will receive a credit for the Federal and State share of the appraised value of the Property to be utilized and the property will be designated in writing by the Municipality for transportation use.

8. Upon completion of the acquisition of the property, certify to the State that the provisions of Public Law 91-646, the Guidelines for Acquisition of Rights of Way, 23 CFR, Subchapter H, as revised, and 49 CFR, Part 24, as revised, have been complied with and forward to the State a summary of the acquisition procedure.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

9. That the projected cost breakdown for participation in Rights of Way costs is as follows:

Federal (100%) \$134,500

10. That in the event that condemnation of property is necessary to complete the Project and said condemnation results in a court settlement, any additional cost attributed to such court decision shall be shared on the same proportion as for the acquisition of property provided for herein.

11. That all properties and rights acquired by the State that are required for the construction of the Project will be released for highway purposes to the Municipality in which the property is located upon completion of construction.

12. To negotiate further Agreements that may be necessary to complete the Project.

13. That the State assumes no liability for payment under the terms of this Agreement until the Municipality is notified in writing by the State that said Agreement has been approved by the Attorney General of Connecticut.

14. That any Official Notice from one such party to the other such party, in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Municipality is to receive such Notice-

the duly authorized person(s) acting herein as signatory for the Municipality receiving such

notice:

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such Notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is(are) to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

15. That this Agreement shall be terminated upon mutual consent of the Municipality and State, upon satisfactory completion of all necessary rights of way activities herein before stated, or by the State, on written notice, for its convenience or as a result of the conditions of the Agreement as hereinbefore stated. The State may also postpone, suspend, or abandon the rights of way activities required in conjunction with this Project for the same reasons.

16. That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

17. That the Municipality shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Municipality, unless requested to do so by the State. The Municipality agrees that in the

event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

18. (a) The Municipality 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) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality 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 the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

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

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality 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.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) 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.

(g) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

19. That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal

20. That when the Municipality receives State or Federal funds

it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

21. That as a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d-2000d-7.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances" attached hereto, all of which are hereby made a part of this Agreement.

22. That the Municipality hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.

23. That the Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If applicable, the attached Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract and/or Proposal.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting its Bid, Agreement, Contract, or Proposal that it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. (These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the Project Manager.

24. That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

25. That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality shall carry, and ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are propriety. This provision shall survive the suspension, expiration or termination of this Agreement.

26. That the Municipality agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

27. That the parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts 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 or compromise of the sovereign immunity of the State of Connecticut. The Municipality 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.

28. That the parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State 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 the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNNECTICUT
Department of Transportation
James Redeker
Commissioner

Name: _____

By _____ (Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Name: _____

Date _____

TOWN OF EAST HARTFORD

Name: _____

By _____ (Seal)
Marcia Leclerc
Mayor

Name: _____

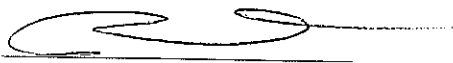
Date _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date _____

APPROVED AS TO FORM:



Asst. Corporation Counsel
Town of East Hartford

Date 12/19/2011

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. Ethical Considerations Concerning Bidding and State Contracts: DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

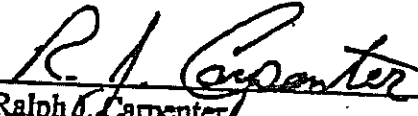
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (FE,ROW,CONST,CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (FE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST) CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM/GRANT EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (FE,ROW,CONST,CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (FE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST) CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM/GRANT EXPENDITURES.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payments are made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Robert J. Paek

TOWN COUNCIL MAJORITY OFFICE

2011 DEC 28 A 10:07

ORDINANCE COMMITTEE

TOWN CLERK
EAST HARTFORD

DECEMBER 21, 2011

PRESENT Temporary Chair Rich Kehoe, Councillors Bill Horan and Eric Thompson

ALSO Marcia Leclerc, Mayor
PRESENT Frank Cassetta, Acting Human Resources Director
Ram Aberasturia, Councillor

CALL TO ORDER

Chair Kehoe called the meeting to order at 5:43 p.m.

NOMINATION OF OFFICERS

MOTION By Bill Horan
seconded by Eric Thompson
to **nominate** Rich Kehoe as **Chair**
of the Ordinance Committee.
Motion carried 3/0.

MOTION By Eric Thompson
seconded by Rich Kehoe
to **nominate** Bill Horan as **Secretary**
of the Ordinance Committee.
Motion carried 3/0.

ADOPTION OF RULES GOVERNING MEETINGS

MOTION By Eric Thompson
seconded by Bill Horan
to **adopt** Robert's Rules of Order as the rules that shall govern
parliamentary procedure at all subcommittee meetings, with the exception
that (1) the Chair shall not be required to restate the motion of any
Council member unless requested by another Councillor, or when in the
discretion of the Chair, such restatement is necessary to avoid any
confusion as to the motion; and (2) where such rules are in conflict with
the provisions of the State Statutes, the Town Charter, or Town
Ordinances.
Motion carried 3/0.

ESTABLISHMENT OF MEETING DATES

MOTION By Eric Thompson
seconded by Bill Horan

to hold meetings at the call of the Chair.
Motion carried 3/0.

STORAGE OF RECORDS

MOTION By Eric Thompson
seconded by Bill Horan
to store records in the Town Council office.
Motion carried 3/0.

APPROVAL OF MINUTES

July 19, 2011 Meeting

MOTION By Eric Thompson
seconded by Bill Horan
to approve the July 19, 2011 meeting minutes.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

None

NEW BUSINESS

Section 2-115: Directors' Job Descriptions for: Parks and Recreation, Personnel and Labor Relations, and Inspections and Permits (Building Official)

The Ordinance Committee discussed the relevance of requiring bachelor's degrees for these director positions when, in a number of circumstances, a person may very well have significant experience but not have a bachelor's degree. There was concern that a bachelor's degree may be a requirement in some instances, and yet additional concern that by requiring a bachelor's degree we may be eliminating from consideration some very qualified candidates. The Committee discussed the proper balance between education and experience and decided that for the Director of Parks and Recreation and the Director of Human Resources a bachelor's degree would be preferred, but not required. However the Director of Inspections and Permits, because of the technical nature of that particular position, a bachelor's degree would be required. The Committee redrafted each of the proposed job descriptions.

MOTION By Bill Horan
seconded by Rich Kehoe
to send the December 21, 2011 draft of the revised job description for the Director of Parks & Recreation (see below) to the Town Council for the

purposes of setting a public hearing date.
Motion carried 2/1. Nay: Thompson

Director of Parks and Recreation

December 21, 2011 Draft

The Director of Parks and Recreation shall have a [Bachelors Degree in] combination of education and experience in recreation or [Administration,] public administration, including [or a closely related field, and] four years of increasingly responsible management or supervisory experience [in Municipal Park and recreation Administration, including three years of management experience]. A bachelor's degree in a related field shall be preferred. Ability to prepare and maintain an operating budget for a multi-faceted program; ability to develop capital improvement budget for park, recreation and golf course projects; administrative and executive ability to initiate, organize and follow through on comprehensive recreational and park programs and projects; ability to deal effectively with elected officials, members of the general public and the media; ability to administer collective bargaining agreements and personnel policies; ability to prepare administrative reports in a clear, logical manner; ability to present ideas and policies to individuals and groups; and the ability to supervise.

MOTION By Bill Horan
seconded by Rich Kehoe
to send the December 21, 2011 draft of the revised job description for the Director of Human Resources (see below) to the Town Council for the purposes of setting a public hearing date.
Motion carried 2/1. Nay: Thompson

Director of [Personnel and Labor Relations] Human Resources

December 21, 2011 Draft

The Director of [Personnel and Labor Relations] Human Resources shall have a [Bachelors Degree in a related field. Personnel and Industrial Relations, Public Administration, Business Administration, or some closely related field, and five years of progressively responsible experience in personnel administration or labor relations, with two years of experience in public personnel administration.] combination of education and experience in human resources or public administration, including [Business Administration, or some closely related field, and] five years of progressively responsible experience in the public sector. A bachelor's degree in a related field shall be preferred. [personnel administration or labor relations, with two years of experience in public personnel administration. A Masters Degree in Business or Public Administration may be substituted for two years of the aforementioned practical work experience.] Thorough knowledge of the principals and practices of public personnel administration, including labor relations, personnel selection, classification, compensation and Affirmative Action; knowledge of local, state and federal laws and regulations governing personnel practices; considerable ability in written and oral communication; ability to deal effectively with employees, department heads, labor representatives and the public; skill in negotiating collective bargaining agreements; ability to plan and direct department programs and staff activities; and ability to supervise.

MOTION By Bill Horan
seconded by Eric Thompson
to send the December 21, 2011 draft of the revised job description for the
Director of Inspections & Permits (see below) to the Town Council for the
purposes of setting a public hearing date.
Motion carried 3/0.

Director of Inspections and Permits (Building Official)

December 21, 2011 Draft

Director of Inspections and Permits (Building Official). The Director of Inspections and Permits shall have a Bachelors Degree in architecture, [Civil or Structural] engineering, public administration or related field, a building official's license issued by the State of Connecticut and five years of increasingly responsible management or supervisory experience. [in the construction trades, including three years of related supervisory and inspection experience, and a building official's license issued by the State of Connecticut, if such license is required by state law.] Considerable knowledge of building construction practices; considerable knowledge of building and zoning codes and regulations; a working knowledge of wetland and watercourse regulations; ability to supervise; ability to interpret engineering and architectural plans, drawings and specifications; ability to prepare concise written reports; ability to publicly present reports in a clear and concise manner; physical ability to inspect construction work in progress; and ability to work in poor weather conditions, including heat, rain or snow.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Bill Horan
to adjourn (7:10 p.m.)
Motion carried 3/0.

cc: Mayor Leclerc
Frank Cassetta, Acting Human Resources Director

Robert J. Paek

2011 DEC 27 A 11:15

TOWN COUNCIL MAJORITY OFFICE

TAX POLICY COMMITTEE

TOWN CLERK
EAST HARTFORD

DECEMBER 19, 2011

PRESENT William P. Horan, Jr., Temporary Chair; Councilors Marc Weinberg and Pat Harmon

ALSO Mayor Marcia A. Leclerc
PRESENT Mike Walsh, Finance Director
Rich Gentile, Assistant Corporation Counsel
Ram Aberasturia, Councillor (6:35 p.m.)

CALL TO ORDER

Temporary Chair Horan called the meeting to order at 6:03 p.m.

NOMINATION OF OFFICERS

MOTION By Marc Weinberg
seconded by Pat Harmon
to **nominate** Bill Horan as **Chair**
of the Tax Policy Committee.
Motion carried 3/0.

MOTION By Pat Harmon
seconded by Bill Horan
to **nominate** Marc Weinberg as **Secretary**
of the Tax Policy Committee.
Motion carried 3/0.

ADOPTION OF RULES GOVERNING MEETINGS

MOTION By Marc Weinberg
seconded by Pat Harmon
to **adopt** Robert's Rules of Order as the rules that shall govern
parliamentary procedure at all subcommittee meetings, with the exception
that (1) the Chair shall not be required to restate the motion of any
Council member unless requested by another Councillor, or when in the
discretion of the Chair, such restatement is necessary to avoid any
confusion as to the motion; and (2) where such rules are in conflict with
the provisions of the State Statutes, the Town Charter, or Town
Ordinances.
Motion carried 3/0.

ESTABLISHMENT OF MEETING DATES

MOTION By Marc Weinberg
seconded by Pat Harmon

to hold meetings at the call of the Chair.
Motion carried 3/0.

STORAGE OF RECORDS

MOTION By Marc Weinberg
seconded by Pat Harmon
to store records in the Town Council office.
Motion carried 3/0.

APPROVAL OF MINUTES

September 14, 2010

MOTION By Marc Weinberg
seconded by Pat Harmon
to approve the minutes of the September 14, 2010.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

None

NEW BUSINESS

Improve East Hartford Program

Mayor Leclerc discussed the new "Improving East Hartford Program" and how it works. Finance Director Mike Walsh reviewed examples of how the Program applies to residential homeowners and initiated a general discussion of this Program. Mr. Walsh also reviewed examples of how the Program applies to commercial properties. Deferral of the taxes on the increased assessment due to the improvements that are made, is the main incentive for property owners, both residential and commercial, to make significant improvements now rather than waiting. Assistant Corporation Counsel Rich Gentile discussed the application of the Program and reviewed his proposed resolution that would need to be approved by the Town Council.

MOTION By Marc Weinberg
seconded by Pat Harmon
to refer the proposed resolution regarding the Improving East Hartford Program to the Town Council for purposes of discussing the parameters of a tax relief program as required under Sections 12-65(c) – 12-65 (f) of the Connecticut General Statutes and setting a public hearing date on such proposed tax relief program.
Motion carried 3/0.

Tax Lien Sales and Foreclosures

Finance Director Mike Walsh initiated a general discussion of the proposed tax lien sale

and foreclosure list. One new aspect is the use of foreclosures by the town for properties that have been on a payment plan before but which failed. The criteria for properties being put on the tax lien sale was discussed – owing more than \$10,000 or owing taxes over three tax list years.

MOTION By Marc Weinberg
seconded by Pat Harmon
to **recommend** that the Town Council **authorize** the administration to conduct a tax lien sale by way of a request for proposal (RFP) and to seek and receive sealed bids pursuant to an invitation to bid on a number of tax liens held by the town on specific real property as listed on a "delinquent report" produced by Finance Director Mike Walsh dated November 10, 2011 and attached to a memorandum from Mayor Leclerc to Rich Kehoe, Town Council Chair, dated December 6, 2011 subject to the following four conditions:

1. The Collector of Revenue shall notify the record owner of each property subject to a lien that is to be included in the tax lien sale, by certified mail, that the lien is being included in the request for proposal and invitation to bid, and that the owner should contact the Town immediately to pay the taxes or seek a payment plan if they wish to keep the Town's tax liens on their property from being sold;
2. In order to qualify for a payment plan, the property owner must meet the following three criteria:
 - They must remit 25% of the outstanding amount due
 - They cannot have defaulted on a prior payment arrangement
 - Their property must not have active property code violations
3. The letters from the Collector of Revenue to each property owner shall notify the property owner that the purchaser of the tax lien on their property shall have the right to foreclose on that property; and
4. The Administration shall return to the Town Council with the results of the request for proposal and that the proposal for each tax lien must be approved by the Town Council before it is sold.

Motion carried 3/0.

ADJOURNMENT

MOTION By Marc Weinberg
seconded by Pat Harmon
to **adjourn** (6:59 p.m.)
Motion carried 3/0.

cc: Town Council
Mayor Leclerc
Mike Walsh, Finance Director
Rich Gentile, Assistant Corporation Counsel

**EAST HARTFORD TOWN COUNCIL
DRAFT EXAMPLE
RESOLUTION**

WHEREAS, the Town Council of the Town of East Hartford wishes to encourage the improvement or repair of structures, or facilities appurtenant thereto or, real property in areas designated as rehabilitation areas within the Town of East Hartford, (such improvement or repairs constituting a “Rehabilitation” as defined under Connecticut General Statutes §12-65c(b)), and

WHEREAS, Connecticut General Statutes §12-65e allows for the deferral of increases in assessments attributable to Rehabilitation, and

WHEREAS, Pursuant to Connecticut General Statutes Section 12-65d, the Town of East Hartford wishes to designate Commercial Node Area properties as identified on the Town’s Generalized Land Use Plan and which are part of the Town of East Hartford Plan of Conservation and Development, as the same may be amended from time to time, as “Rehabilitation Areas”, as defined by Connecticut General Statutes Section 12-65c(a), and *(will be changed if all of the town is eligible for the program)*

WHEREAS, the Town of East Hartford wishes to set forth eligibility criteria for the deferral of increases in assessments attributable to Rehabilitation;

NOW THEREFORE BE IT RESOLVED, that the Town of East Hartford hereby designates Commercial Node Properties as identified on the Town’s Generalized Land Use Plan and which are part of the Town of East Hartford Plan of Conservation and Development as the same may be amended from time to time, as Rehabilitation Areas as defined by Connecticut General Statutes §12-65c(a).

BE IT FURTHER RESOLVED that the Town of East Hartford adapts the definition of Rehabilitation as set forth in Connecticut General Statutes §12-65c(b).

BE IT FURTHER RESOLVED that the following criteria be established for eligibility of real property within the Rehabilitation Area for the deferral of any increased assessment attributable to Rehabilitation or,

1. The proposed Rehabilitation must increase the assessed value of the improvements upon residential real property by at least the percentages outlined in the assessment deferral schedules set forth herein. The proposed Rehabilitation must increase the assessed value of the improvements upon non-residential real property by at least the percentages outlined in the assessment deferral schedules set forth herein.

2. For residential structures, the existing structure proposed to be rehabilitated must be at least 25 years old. Improvements may be required to include exterior renovations. The construction of new multi-family rental housing or cooperative housing units will not be eligible for assessment deferral.
3. For non-residential structures, the existing structure proposed to be rehabilitated must be at least 30 years old. Improvements may be required to include exterior renovations.
4. All necessary permits including building, zoning, wetlands and special use, shall be acquired prior to application for the assessment deferral.
5. The Rehabilitation must be completed within one (1) year of the approval of the application for the assessment deferral.
6. The Rehabilitation must be compatible with the East Hartford Plan of Conservation and Development and consistent with the Town's Subdivision, Zoning and Inland Wetlands regulations.
7. All taxes due to the Town of East Hartford for the applicable real property (and the improvements thereon) shall be current.

BE IT FURTHER RESOLVED, that any owner of real property may prepare and present an application for deferral of increased assessment of real property resulting for Rehabilitation of real property in a Rehabilitation Area in the Town of East Hartford, to the Assessor, who shall determine the existing assessment for the existing improvements thereon, and the proposed adjusted assessment based on the completion of the rehabilitation or construction as submitted. The Assessor will provide such determination to the Town's Development office, which will work with the Town's Corporation Counsel to prepare a tax deferral agreement. Each application shall include a fifty dollar (\$50) non-refundable application fee.

BE IT FURTHER RESOLVED, The Assessor shall approve the exemption upon the issuance of a certificate of occupancy, if required, and the final inspection and certification by the Director of Inspections and Permits that the Rehabilitation and the structures or facilities being Rehabilitated are in conformance with these criteria and all applicable provisions of the State Building Code, state Health Code and all local Housing Codes.

BE IT FURTHER RESOLVED, the deferral of increased assessment with respect to the Rehabilitation will be in accordance with the following schedule and conditions:

[Assessment deferral schedules will be added in once established]

- a) Any such tax deferral shall be contingent upon the continued use of the property for the purposes stated in the application.
- b) The continuance of any such tax deferral shall be contingent upon the property remaining in compliance with all town ordinances and codes, including but not limited to building, housing, health and safety codes.
- c) The tax deferral shall cease upon the failure of the property owner to pay any taxes due on said property when due.

BE IT FURTHER RESOLVED, In the event of a general revaluation in any year after the year in which such Rehabilitation is completed resulting in any increase in the assessment on such real property, only that portion of the increase resulting from such Rehabilitation shall be deferred. Also, in the event of a general revaluation in any year after the year in which such Rehabilitation is completed, such deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such real property as a result of such general revaluation.

BE IT FURTHER RESOLVED, this resolution shall take effect ten (10) days after publication in a newspaper having a circulation in the Town of East Hartford and shall automatically terminate five 5 years from said effective date, unless extended, renewed or terminated by action of the Town Council.

and foreclosure list. One new aspect is the use of foreclosures by the town for properties that have been on a payment plan before but which failed. The criteria for properties being put on the tax lien sale was discussed – owing more than \$10,000 or owing taxes over three tax list years.

MOTION By Marc Weinberg
seconded by Pat Harmon
to **recommend** that the Town Council **authorize** the administration to conduct a tax lien sale by way of a request for proposal (RFP) and to seek and receive sealed bids pursuant to an invitation to bid on a number of tax liens held by the town on specific real property as listed on a "delinquent report" produced by Finance Director Mike Walsh dated November 10, 2011 and attached to a memorandum from Mayor Leclerc to Rich Kehoe, Town Council Chair, dated December 6, 2011 subject to the following four conditions:

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2. In order to qualify for a payment plan, the property owner must meet the following three criteria:
 - They must remit 25% of the outstanding amount due
 - They cannot have defaulted on a prior payment arrangement
 - Their property must not have active property code violations
3. The letters from the Collector of Revenue to each property owner shall notify the property owner that the purchaser of the tax lien on their property shall have the right to foreclose on that property; and
4. The Administration shall return to the Town Council with the results of the request for proposal and that the proposal for each tax lien must be approved by the Town Council before it is sold.

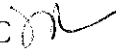
Motion carried 3/0.

ADJOURNMENT

MOTION By Marc Weinberg
seconded by Pat Harmon
to adjourn (6:59 p.m.)
Motion carried 3/0.

cc: Town Council
Mayor Leclerc
Mike Walsh, Finance Director
Rich Gentile, Assistant Corporation Counsel

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: 12/28/2011
TO: RICHARD F. KEHOE, TOWN COUNCIL CHAIRMAN
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 \$15,973.51 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for January 3, 2012.

Thank you.

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: 12/28/2011

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 \$15,973.51 See attached list.

Bill	Name	Address	Prop Loc/Vehicle Info.	Over Paid
2010-03-0064163	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2010/JAM76/JG1ZB5EB7AF111760	\$ (210.84)
2010-03-0064164	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2007/PAVING/JGKFK638X7J261962	\$ (137.88)
2010-03-0064168	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2007/300UUE/JGNFK13037R101245	\$ (525.84)
2010-03-0064176	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2007/449WEB/2CNDL23F476098564	\$ (316.53)
2010-03-0064177	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2008/491WVF/2G1WT58N289207952	\$ (229.34)
2010-03-0064185	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2008/923WNK/1G8ZSS7N18F212544	\$ (79.35)
2010-03-0064186	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2008/954WRF/JG1ZG57B68F159081	\$ (109.11)
2010-03-0064187	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2007/981WCM/1G8ZSS57N57F157802	\$ (163.74)
2010-03-0064189	ALLYN FINANCIAL (AKA GMAC)	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE KENTUCKY 40290-1951	2007/57CP11/2GCEK13C371692314	\$ (101.30)
2010-03-0050515	AL OMARI PAULA NASREEN	64 WARREN DR E HARTFORD CT 06118 1140	2003/607XSF/2C8GT54L63R210117	\$ (17.00)
2010-03-0051098	AMOAKO JAMES	541 BURNSIDE AVE H1 E HARTFORD CT 06108 3524	1996/620WYR/WAUJEA88D3TA207910	\$ (10.87)
2009-03-0055110	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2006/JENN12/3FAHP08126R228110	\$ (150.33)
2009-03-0055119	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2008/411WNL/3LNLHM28T98R635405	\$ (254.30)
2008-03-0055140	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2008/957WPM/Y4CZ982X81431879	\$ (369.66)
2009-03-0055150	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2007/681WFB/1FMFU20567LA80530	\$ (64.12)
2009-03-0055151	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2007/616WVZ/1FMIEU75827UB40227	\$ (193.60)
2009-03-0055160	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2007/454TBM/3FAHP021X7R212943	\$ (31.06)
2009-04-0081034	CAB EAST LLC	FORD CREDIT PP TAX PO BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2007/448WJC/2LMDU88C67BJ21692	\$ (55.94)
2010-03-0058306	CRUZ ADA E	79 FORBES ST E HARTFORD CT 06108 3717	2005/277X/DZ1G1ZT54845F167583	\$ (69.33)
2010-03-0059208	DCFS TRUST	P O BOX 977 ROANOKE TX 76262 0977	2007/242WF/J2A8GF68X57R299303	\$ (310.02)
2009-03-0060999	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/157SWY/2C3KA43R48H203914	\$ (377.78)
2009-03-0061015	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/168WJD/1G2ZH57NX94123409	\$ (412.60)
2009-03-0061032	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/176XJE/1D8HN44H688146108	\$ (406.52)
2009-03-0061038	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/179XJE/5GTEJ13E998139572	\$ (647.66)
2009-03-0061045	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/208TXN/1YVHP90CX85M28206	\$ (342.60)
2009-03-0061059	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/257UNK/JM1BK12G381834918	\$ (321.30)
2009-03-0061061	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/271JUC/1G6DS57V190144408	\$ (922.96)
2009-03-0061069	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/288TZW/1GYEE437090153539	\$ (781.92)
2009-03-0061121	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2007/49AWFB/2D4GP44L87R347584	\$ (380.14)
2009-03-0061139	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/603WYC/JTMBD33VX85190149	\$ (478.90)
2009-03-0061146	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/682WYC/JTDBT923884030394	\$ (295.25)
2009-03-0061151	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/694JFS/2MEHM75V39X601744	\$ (472.80)
2009-03-0061152	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/736WVO/2G1WT55K181295501	\$ (348.68)
2009-03-0061159	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/477WVO/4A3AB36F79E013922	\$ (348.68)
2009-03-0061161	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/749WVO/5GTEJ13E398140636	\$ (647.66)
2009-03-0061170	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/776WVF/KLITG566X8B246840	\$ (259.40)
2009-03-0061173	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2009/799TWR/KNDJC735X95868065	\$ (583.40)
2009-03-0061176	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/891WVX/FZG1WT55K481312341	\$ (348.68)
2009-03-0061180	EAN HOLDINGS LLC	ENTERPRISE RENT A CAR 8 ELLA GRASSO TPKE WINDSOR LOCKS CT 06096	2008/895WVX/F3FAHP081X8R259673	\$ (388.26)
2010-03-0063174	GAGNE CATHERINE C	301 SOUTH ST VERNON CT 06066 4211	1995/461YAJ/1FMDU34X9SUA52040	\$ (34.56)
2010-03-0068663	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2008/328XCB/5FNRL387X8B083175	\$ (53.14)
2010-03-0068690	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2007/499UXP/1HGF16857L046833	\$ (225.91)

2004-01-0004018	JARDA THIERRY & JEAN CARL DR	202 MOUNTAIN RD MANCHESTER CT 06040	30 HILLSIDE ST UNIT A-6	\$ (436.14)
2010-03-0069218	KISELICA KAREN E	3 LYNN ST E HARTFORD CT 06108 3044	1996/643WFS/4T1BG12K5TU921910	\$ (107.88)
2004-01-0008197	LANDRY FRANCIS R	105 ROXBURY RD EAST HARTFORD CT 06118	105 ROXBURY RD	\$ (1,293.91)
2010-03-0072406	MARRERO ADELAIDA Q	92 MILL RD E HARTFORD CT 06118 2144	1996/943YGV/JM31LV5236T0806293	\$ (13.91)
2010-03-0074884	MORENO RICARDO A	18 PROGRESS AVE APT K VERNON ROCKVILLE CT 06066 2922	1999/125XSP/ZHGEJ6675XH582467	\$ (51.81)
2010-02-0041176	MORRIS KIRK	781 GOODWIN ST EAST HARTFORD CT 06108	12 CEDAR ST	\$ (6.01)
2010-03-0076071	NISSAN INFINITI LT	TAX OPERATIONS PO BOX 650214 DALLAS TX 75265-0214	2008/844TUL/JNKBV61F98M267897	\$ (53.34)
2010-03-0076088	NISSAN INFINITI LT	TAX OPERATIONS PO BOX 650214 DALLAS TX 75265-0214	2007/982WKU/1N4AL21E87C227212	\$ (206.48)
2010-03-0076104	NISSAN INFINITI LT	TAX OPERATIONS PO BOX 650214 DALLAS TX 75265-0214	2008/517WXB/1N4AL21E58C267202	\$ (226.55)
2010-03-0077175	OWUSU DAVID E	4 BLISS ST E HARTFORD CT 06108 2702	2002/113USU/5N1ED28Y42C595142	\$ (204.80)
2010-03-0082378	RYDER TRUCK RENTAL INC	99 MURPHY RD HARTFORD CT 06114 2104	2003/47215A/3HTCEAHT53N066321	\$ (421.54)
2010-03-0089331	WILLIAMS ROSITA	1415 LANGSTONSHIRE LN MORRISVILLE NC 27560 6957	2006/799FEF/JTLKT324164065463	\$ (105.22)
TOTAL				\$ (15,973.51)