

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108



Robert J. Paetz

2012 FEB 2 A 8:58
(860) 291-7208
FAX (860) 291-7389
TOWN CLERK
EAST HARTFORD

DATE: February 2, 2012
TO: Town Council
FROM: Rich Kehoe
Town Council Chair
RE: **Tuesday, February 7, 2012**

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

Tuesday, February 7, 2012

7:00 p.m.

Town Council Chamber

The purpose of the meeting is to hear public comment regarding the proposed revisions to the Town of East Hartford Code of Ordinances, Chapter 9, entitled Voting Districts Boundaries.

cc: Mayor Leclerc
Peg Byrnes, Democratic Registrar of Voters
Mary Mourey, Republican Registrar of Voters

Robert J. Peseck

OFFICE OF THE
TOWN COUNCIL

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



2012 JAN 25 A 9:31
(860) 291-7208

TOWN CLERK
FAX (860) 291-7389
EAST HARTFORD

January 25, 2012

Please publish the following legal notice in **Zone 4** of the Hartford Courant on **Tuesday, January 31, 2012**. Mail bill to the East Hartford Town Council Office, 740 Main Street, East Hartford, CT 06108.

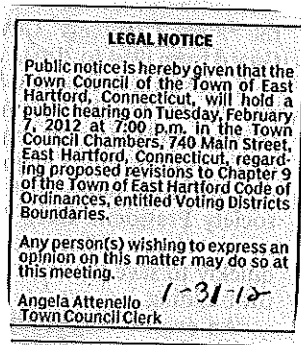
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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on **Tuesday, February 7, 2012 at 7:00 p.m.** in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding proposed revisions to Chapter 9 of the Town of East Hartford Code of Ordinances, entitled Voting Districts Boundaries.

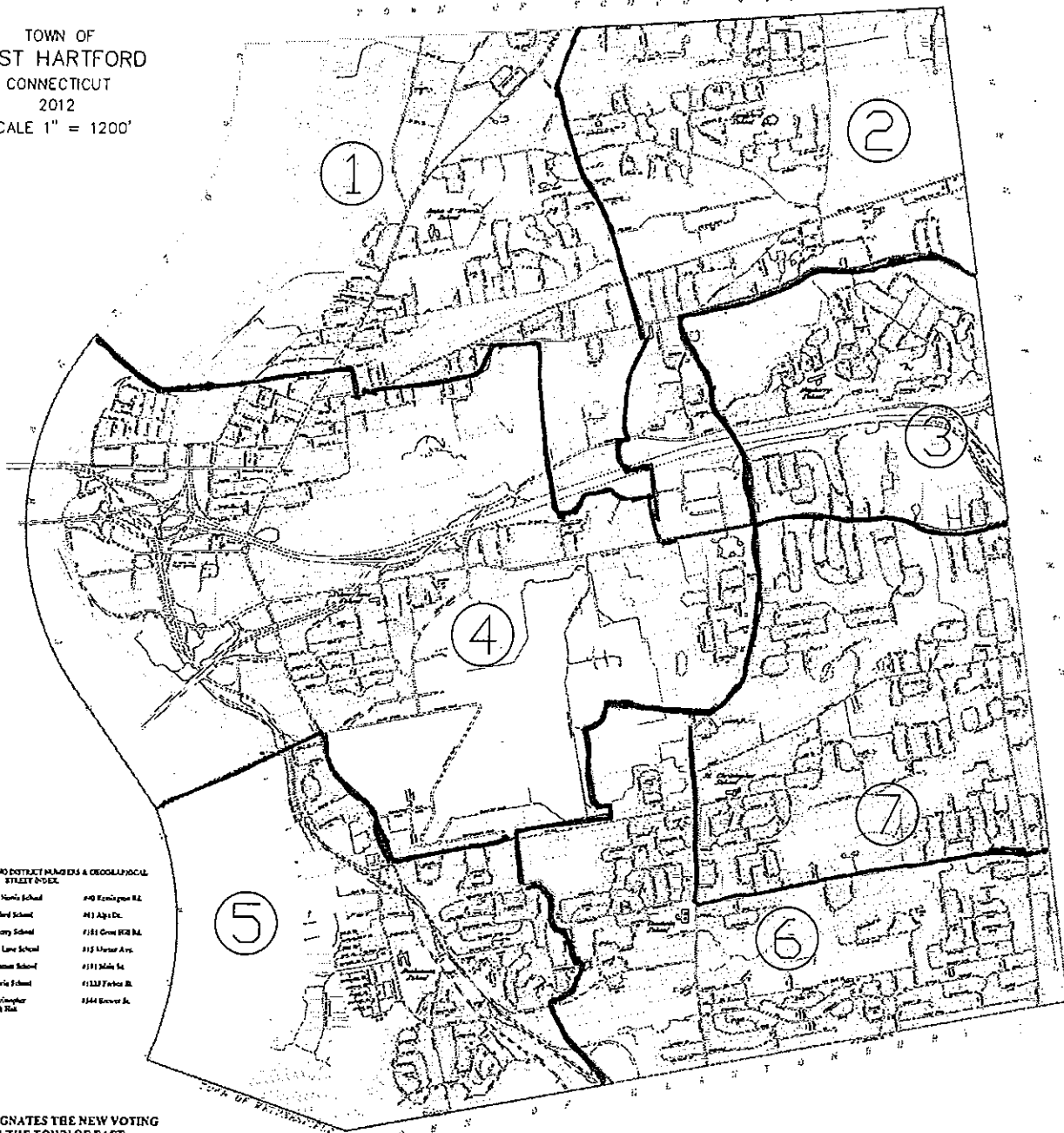
Any person(s) wishing to express an opinion on this matter may do so at this meeting.

Angela Attenello
Town Council Clerk



"2012 Town of East Hartford Voting Districts"

TOWN OF
EAST HARTFORD
CONNECTICUT
2012
SCALE 1" = 1200'



EAST HARTFORD VOTING DISTRICT NUMBERS & GEOGRAPHICAL STREET INDEX

Voting District #1	Anna Maria School	#40 Elmwood Rd.
Voting District #2	Langford School	#111 Apple Dr.
Voting District #3	Marybry School	#181 Grove Hill Rd.
Voting District #4	St. Peter Law School	#115 Warner Ave.
Voting District #5	Rockham School	#111 Main St.
Voting District #6	Concordia School	#1127 Federal R.
Voting District #7	St. Christopher Church Hall	#144 Knicker St.

THIS MAP DESIGNATES THE NEW VOTING DISTRICTS FOR THE TOWN OF EAST HARTFORD, CT AS MANDATED BY CHANGES BY THE 2011 CONNECTICUT GENERAL ASSEMBLY.

MARY J. MOUREY
REPUBLICAN REGISTRAR OF VOTERS

MARGARET A. BYRNES
DEMOCRATIC REGISTRAR OF VOTERS

Base mapping provided by 2010 MDC GIS Data. Voting districts as well dated by the changes by the 2011 Connecticut General Assembly.

Robert J. Cook

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
FEBRUARY 7, 2012

2012 FEB -2 A 8:58
TOWN CLERK
EAST HARTFORD

7:00 P.M. Public Hearing

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS COUNCIL ON SYNERGY SCHOOL
5. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
6. APPROVAL OF MINUTES
 - A. January 17, 2012 Public Hearing/Directors' Job Descriptions
 - B. January 17, 2012 Public Hearing/Improving East Hartford Program
 - C. January 17, 2012 Regular Meeting
 - D. January 24, 2012 Special Meeting/Setting a Public Hearing Date re: Voting Boundaries
 - E. January 31, 2012 Special Joint Meeting/East Hartford Housing Authority
7. COMMUNICATIONS AND PETITIONS
 - A. Presentation by the Metropolitan District Commission re: Clean Water Project
 - B. Certificate of Appreciation: CT Veterans' Parade
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Recommendation from Ordinance Committee re: Chapter 9, Voting Districts Boundaries
 - B. Center for Disease Control re: Cities Readiness Initiative
 - C. Wheelchair Accessible Van Purchase & Scholarship Program Grant
 - D. Refund of Taxes
 - E. Referral to Real Estate Acquisition & Disposition Committee re: 40 Central Avenue
 - F. Appointments to Various Boards and Commissions
10. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
11. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

12. OPPORTUNITY FOR RESIDENTS TO SPEAK

- A. Other Elected Officials
- B. Other Residents
- C. Mayor

13. ADJOURNMENT (next *regular* meeting: February 21, 2012)

Robert J. Pasch

2012 JAN 23 A 10: 20

TOWN CLERK
EAST HARTFORD

TOWN COUNCIL CHAMBERS

740 MAIN STREET

EAST HARTFORD, CONNECTICUT

JANUARY 17, 2012

PUBLIC HEARING/ORDINANCE REVISIONS

DIRECTOR OF PARK & RECREATION
DIRECTOR OF HUMAN RESOURCES
DIRECTOR OF INSPECTIONS & PERMITS (BUILDING OFFICIAL)

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

Chair Kehoe called the public hearing to order at 7:26 p.m.

The following is a copy of a legal notice published in the Tuesday, January 10, 2012
edition of the Hartford Courant.

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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on **Tuesday, January 17, 2012 at 7:00 p.m.** in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding proposed revisions to Section 2-115 of the Town of East Hartford Code of Ordinances which amends the job descriptions and qualifications for the following town Directors: Parks & Recreation, Human Resources, and Inspections & Permits (Building Official).

Any person(s) wishing to express an opinion on this matter may do so at this meeting.

Angela Attenello
Town Council Clerk

The Chair gave a brief explanation of the revisions to the job descriptions.

The requirement of a Bachelor's degree for the Park & Recreation Director position would be preferred, but not required. The applicant will need to have an adequate combination of education and experience in recreation or public administration, along with four years of supervisory experience.

The changes to the job description for the Director of Human Resources will allow applicants to that position to have a combination of education and experience in human

resources or public administration, with a Bachelor's degree being preferred but not required.

For the Inspections & Permits Director position, the need for a Bachelor's degree in civil or structural engineering is not necessary – but a Bachelor's degree in architecture, engineering, public administration or related field would be required, along with a building official's license issued by the state of Connecticut, and five years of management or supervisory experience.

The following citizens came forward:

Franklin Kucza 87 Greenlawn Street, (1) asked for the interpretation of the "...related field..." requirement in the Director of Inspections & Permits job description; and (2) wants clarification on what type of Bachelor's degree in architecture is required for the Inspections & Permits Director.

Susan Kniep, 50 Olde Roberts Street, is opposed to the revisions to these job descriptions due to the deletion of the requirement of a Bachelor's degree for the Parks & Recreation Director and the Human Resources Director and to the deletion of a Bachelors degree in civil or structural engineering for the Inspections & Permits Director.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (7:54 p.m.).
 Motion carried 9/0.

Attest Angela M. Attenello
Angela M. Attenello
Town Council Clerk

Robert J. Park

2012 JAN 23 A 10: 20

TOWN COUNCIL CHAMBERS

740 MAIN STREET

TOWN CLERK
EAST HARTFORD

EAST HARTFORD, CONNECTICUT

JANUARY 17, 2012

PUBLIC HEARING/IMPROVING EAST HARTFORD PROGRAM

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

Chair Kehoe called the public hearing to order at 7:54 p.m.

The following is a copy of a legal notice published in the Tuesday, January 10, 2012 edition of the Hartford Courant.

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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on **Tuesday, January 17, 2012 at 7:15 p.m.** in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding the proposed "Improve East Hartford Program" as required under Sections 12-65(c) – 12-65(f) of the Connecticut General Statutes.

Any person(s) wishing to express an opinion on this matter may do so at this meeting.

Angela Attenello
Town Council Clerk

The Chair gave a brief description of the Improving East Hartford program. Per state statute, the program would allow the town to establish areas, or nodes, where certain properties would need to be rehabilitated. The eligible residential properties would need to be at least 25 years old, while the non-residential properties would need to be at least 30 years old. Certain criteria would apply, such as current payment of property taxes, in this proposed ordinance.

The following citizen came forward:

Susan Kniep, 50 Olde Roberts Street, questioned if new construction single family homes would be eligible for this program. Additionally, Mrs. Kniep asked if another Tax Policy Committee meeting would be held to further discuss this proposed ordinance.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Bill Horan
to adjourn (8:04 p.m.).
Motion carried 9/0.

Attest *Angela M. Attenello*
Angela M. Attenello
Town Council Clerk

Robert J. Pasch

EAST HARTFORD TOWN COUNCIL

2012 JAN 23 A 10: 20

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

JANUARY 17, 2012

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 8:04 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.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

To accommodate those present, the requirement to speak on agenda items was waived and the following citizens came forward to voice opposition to the recommendation by the Board of Education to eliminate the HeadStart program from their upcoming 2012-2013 budget:

Savanna Velez-Merrick, 223 Hollister Drive; Stephen Merrick, 223 Hollister Drive; Joanne Fulk, 53 Hamilton Road, Apt A-1; Daniel Adjer, 30 Henderson Drive; Yaasmeen Cook, 89 Anita Drive; Alice Cannavaro, 44 Lilac Street; Michelle Randolph, 19 Mitchell Court; Cassandra Collier, 26 Linden Street; Jelina Ortiz, 14 Columbus Circle; and Margaret Kishimoto, 22 Matthew Road.

Ms. Fulk presented the Council with a petition signed by 212 citizens who want the HeadStart program continued. (copy in Council office)

Ms. Randolph provided the Council a sample of her daughter's homework from the HeadStart program. (copy in Council office)

Ms. Cannavaro gave the Council a hard copy of her oral presentation for keeping the HeadStart program. (copy in Council office)

Mrs. Kishimoto spoke against the recommendation by the Board of Education to lay off the office paraprofessionals, instructional paraprofessionals, media paraprofessionals, and library paraprofessionals.

Susan Kniep, 50 Olde Roberts Street, again asked the Council to consider a resolution reforming the binding arbitration process for employees' union contracts.

Mayor Leclerc (1) applauded those who came to speak in favor of the HeadStart program; (2) supports the revisions to the Director's job descriptions as presented at tonight's public hearing; and (3) thanked both Joan Ross and Stephen Watkins for volunteering their time in serving on the Board of Assessment Appeals.

APPROVAL OF MINUTES

January 3, 2012 Regular Meeting

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the January 3, 2012 Regular Meeting.
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Presentation: Goodwin College

Mark Scheinberg, President, and Todd Andrews, Vice President, offered the Council a power-point presentation on the various projects implemented by Goodwin College over the last few years. Mr. Andrews noted that the total number of Goodwin College graduates has more than doubled since 2006-2007. Additionally, Mr. Andrews stated that Goodwin College has averaged over \$910,000 in combined taxes and PILOT funds paid to the town since 2005. A hard copy of the presentation was distributed to all Councillors and a copy has been retained in the Council office.

Resignation of Joan Ross from the Board of Assessment Appeals

Chair Kehoe announced the resignation of Joan Ross from the Board of Assessment Appeals and thanked her for her service to the town.

NEW BUSINESS

Recommendation from Ordinance Committee for Proposed Revisions to §2-115 of the Town of East Hartford Code of Ordinances for the Director of Parks & Recreation, Director of Human Resources and Director of Inspections & Permits (Building Official)

MOTION By Bill Horan
seconded by Eric Thompson
to **postpone** action on the proposed revisions to §2-115 of the Town of East Hartford Code of Ordinances regarding job descriptions for the Director of Parks & Recreation, Director of Human Resources, and Director of Inspections & Permits (Building Official).
Motion carried 9/0.

Appointment to Board of Assessment Appeals: Stephen Watkins

MOTION By Linda Russo
seconded by Bill Horan
to **postpone** action on the appointment of Stephen J. Watkins of 11 Phillips Farm Road to the Board of Assessment Appeals.
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Eric Thompson (1) asked why the Republican appointments to various Boards and Commissions had not come forward from the Mayor's office; (2) inquired on the response to a letter sent to the DOT in May 2011 on signage off I-84, Exit 58 directing people to Cabela's and/or Rentschler Field; (3) would like DOT to install signage off the highway to indicate restaurants, and other points of interest in East Hartford; and (4) asked what the reference to "the Fire Marshal discovered church" on Park Avenue was on the NEAT log.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

George Agnelli, 92 Langford Lane, suggested the Council meet with the Planning and Zoning Commission and Development Department to address possible revisions to the town's zoning regulations which would allow for further commercial development on Silver Lane in the Rentschler Field area.

Mayor Leclerc announced the appointment of Tim Bockus as the Director of Public Works.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (10:30 p.m.).
 Motion carried 9/0.

The Chair announced that the next *regular* meeting of the Town Council would be on February 7, 2012. The Chair announced the special joint meeting with the East Hartford Housing Authority on January 31, 2012.

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

Robert J. Paak

2012 JAN 25 A 9:31

TOWN COUNCIL MAJORITY OFFICE

JANUARY 24, 2012

TOWN CLERK
EAST HARTFORD

SPECIAL MEETING

PRESENT Chair Richard F. Kehoe, 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

ABSENT Vice Chair William P. Horan, Jr.

ALSO
PRESENT Joseph Carlson, Treasurer

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:00 p.m.

MOTION By Eric Thompson
seconded by Ram Aberasturia
to set a public hearing date of Tuesday, February 7, 2012 @ 7PM in
Town Council Chambers to hear public comment on the proposed
revisions to Chapter 9 of the Town of East Hartford Code of Ordinances,
Voting Districts Boundaries.
Motion carried 8/0.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Marc Weinberg
to adjourn (6:20 p.m.)
Motion carried 8/0.

Attest *Richard F. Kehoe*
Richard F. Kehoe *A*
Town Council Chair

Honoring those who serve

CT VETERANS PARADE

➤ Put on agenda
communications

www.ctveteransparade.org

January 2012

Rich Kehoe
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

Dear East Hartford Town Council:

On behalf of the parade Executive and Planning Committees, we would like to extend a heartfelt **"THANK YOU"** to you and your group for supporting the *Connecticut Veterans Parade*. Despite the challenges from storm Alfred, your tremendous effort and commitment enabled us to honor Connecticut Veterans who have served or are currently serving to keep our freedoms.

We are incredibly proud of all the Veterans who represented their military unit in what continues to be the "Largest Veterans Parade in New England" and one of the "Largest in the Country" on November 6th in Hartford – Connecticut's State Capital!

Considering the historic storm that took place just 8 days before the parade, we are extremely pleased with the following highlights, including:

- Over 115 applicants with translated to over 3,200 parade participants despite weather & living condition;
- 28 Musical Units that featured middle, high school & college bands, fife & drum and pipe & drum corps;
- 73 State of Connecticut towns & cities represented, and,
- According to the media, 15,000 spectators came out to pay tribute to our Veterans.

Plans are already underway for next years parade, and we do hope you plan to join us again. Applications and event information will be posted on www.ctveteransparade.org beginning in March.

In the meantime, best wishes for a happy, healthy and prosperous new year and we look forward to seeing you in November.

Sincerely,

Kristin Beth Ferris

Cathie F. Condio

Kristin Beth Ferris
CT Veterans Fund, Parade Coordinator
President & Chief Creative Officer, The Ferris Group

Cathie F. Condio
CT Veterans Fund, Associate Parade Coordinator

Honoring those who serve

CT VETERANS PARADE

Certificate of Appreciation

This Certificate is awarded to

East Hartford Town Council

East Hartford, CT

For "Honoring Those Who Serve"

Thank you for your participation in

The Annual Connecticut Veterans Parade

Sunday, November 6, 2011

Kristin Beth Ferris

Kristin Beth Ferris, Parade Coordinator

Cathie F. Condit

Cathie F. Condit, Associate Parade Coordinator

DISTRICT NO. 1

Beginning at a point where the north boundary of the Town of East Hartford intersects the center line of the Connecticut River, thence easterly along said north boundary line about eight thousand, one hundred feet (8,100') to the center line of the Connecticut Southern Railroad right-of-way; thence southerly along the center line of said railroad right-of-way about one thousand, six hundred and twenty-five feet (1,625') to the center line of School Street; thence southerly along the center line of School Street about six thousand, one hundred and ninety feet (6,190') to the center line of Burnside Avenue; thence westerly along the center line of Burnside Avenue about sixty five feet (65'); thence southerly along the east property line of #657 Burnside Avenue about four hundred fifteen feet (415'); thence southwesterly about five hundred forty feet (540') through land of N/F The St. Rose Church Corporation of Burnside to rear property line of #61- 67 Church Street; thence southwesterly about one thousand one hundred sixty five feet (1,165') through land N/F Town of East Hartford to the rear property line of #148 Roberts Street; thence southerly along the east property line of #148 Roberts Street about eight hundred five feet (805') to the center line of Roberts Street; thence westerly along the center line of Roberts Street about one hundred forty five feet (145'); thence southerly along the east property line of #171 Roberts Street about seven hundred ninety feet (790') to the center line of Interstate 84; thence easterly along the center line of Interstate 84 about seven hundred feet (700'); thence southerly along the west property line of #936 Silver Lane about eight hundred forty feet (840') to the rear property line of #818-850 Silver Lane; thence westerly along the rear property line of #818 – 850 Silver Lane about two hundred twenty five feet (225') to the centerline of Applegate Lane (private road); thence northerly along the center line of Applegate Road (private road) about seventy feet (70') to the center line of Nutmeg Lane (private road); thence westerly along the center line of Nutmeg Lane (private road) about two thousand six hundred feet (2,600') to the center line of Simmons Road; thence northerly along the center line of Simmons Road and Hillside Street about four thousand three hundred feet (4,300') to the center line of Burnside Avenue; thence westerly along the center line of Burnside Avenue about [eight thousand, seven hundred and ninety feet (8,790')] four thousand nine hundred eighty feet (4,980') to the center line of [Main] Clark Street; thence northerly along the center line of [Main Street] Clark Street about [eight hundred and eighty feet (880')] six hundred thirty feet (630') to the center line of the Connecticut Southern Railroad right-of-way; thence westerly along the center line of the said railroad right-of-way about [five thousand, five hundred and ten feet (5,510')] six thousand forty five feet (6,045') to the center line of the Connecticut River, thence northerly along the center line of the Connecticut River about nine thousand one hundred feet (9,100') to the point of beginning.

DISTRICT NO. 2

Beginning at a point where the center line of Burnside Avenue [The Hockanum River] and the East Hartford-Manchester town line intersect; thence westerly along said center line of Burnside Avenue [the Hockanum River] about [eight thousand, nine hundred feet (8,900')] seven thousand seven hundred sixty feet (7,760') to the center line of Scotland Road; thence [northerly] southerly along the center line of Scotland Road and Forbes Street about [one thousand, four hundred feet (1,400')] to the center line of Burnside Avenue; thence] five thousand six hundred feet (5,600') to center line of Silver Lane; thence westerly along the center line of Silver Lane about two thousand four hundred fifty feet (2,450') to the center line of Applegate Lane (private road); thence northerly along the center line of Applegate Lane (private road) about one thousand one hundred ninety five feet (1,195'); then easterly along the north property line of #818 - 850 Silver Lane about two hundred twenty five feet (225'); thence northerly along the west property line of #936 Silver Lane about eight hundred forty feet (840') to the center line of Interstate 84; thence westerly along the center line of Interstate 84 about seven hundred feet' (700'); thence northerly along the east property line of #171 Roberts Street about seven hundred ninety feet (790') to the center line of Roberts Streets; thence easterly along the center line of Roberts Street about one hundred forty five feet (145'); thence northerly along the eastern property line of #148 Roberts Street about eight hundred five feet (805') to the northeast corner of the property; thence northeasterly through land of the N/F Town of East Hartford about one thousand sixty five feet (1,165') to the rear property line of #61 - 67 Church Street; thence northeasterly about five hundred forty feet (540') through land of N/F The St. Rose Church Corporation of Burnside to rear property line of #657 Burnside Avenue; thence northerly about four hundred fifteen feet (415') to the centerline of Burnside Avenue; thence easterly [westerly] along the center line of Burnside Avenue about [nine hundred feet (900')] sixty five feet (65') to the center line of School Street; thence northerly along the center line of School Street about six thousand, one hundred and ninety feet (6,190') to the center line of the Connecticut Southern Railroad right-of-way ; thence northerly along [said] the Connecticut Southern Railroad right-of-way about one thousand six hundred twenty-five (1,625') to the East Hartford-South Windsor town line; thence easterly along [said] the East Hartford-South Windsor town line about eight thousand nine hundred fifty feet (8,950') to where the East Hartford-Manchester-South Windsor town lines intersect; thence southerly along [said] the East Hartford-Manchester town line about [seven thousand, two hundred and fifty feet (7,250')] six thousand seven hundred fifteen feet (6,715') to the point of beginning.

State law reference: As to elections, see CGS Title 9: as to the creation of voting districts, see CGS Section 9-169.

Charter Reference: Elections generally, Sec. 2.1, et seq; political activities of Town Personnel, Sec. 5.25, 7.3.


DISTRICT NO. 3

Beginning at a point where the center line of Silver Lane and the East Hartford-Manchester town line intersect; thence westerly along the center line of Silver Lane about [eleven thousand one hundred five feet (11,105')] six thousand three hundred twenty feet (6,320') to the center line of [Simmons Road] Forbes Street; thence northerly along [said] the center line of [Simmons Road and Hillside Street] Forbes Street and Scotland Road about five thousand [four] six hundred feet [(5,400')] (5,600') to the center line of Burnside Avenue; thence easterly along [said] the center line of Burnside Avenue about [three thousand five hundred and forty five feet (3,545')] seven thousand seven hundred sixty feet (7,760') to the [center line] intersection [of Scotland Road]; thence southerly along the center line of Scotland Road about one thousand four hundred feet (1,400') to the center line of the Hockanum River; thence easterly along the center line of the Hockanum River about eight thousand nine hundred (8,900')] of the East Hartford-Manchester town line; thence southerly along [said] the East Hartford-Manchester town line about [five thousand four hundred and eighty feet (5,480')] six thousand sixty feet (6,060') to the point of beginning.

DISTRICT NO. 4

Beginning at a point where the center line of the Connecticut River intersects the center line of the Connecticut Southern Railroad right-of-way; thence easterly along the center line of the Connecticut Southern Railroad right-of-way about [five thousand five hundred and ten feet (5,510')] six thousand forty five feet (6,045'); thence southerly along the center line of Clark Street about six hundred thirty feet (630') [to the center line of Main Street; thence southerly along the center line of Main Street about eight hundred and eighty feet (880')] to the center line of Burnside Avenue; thence easterly along the center line of Burnside Avenue about [six thousand one hundred and forty five feet (6,145')] four thousand nine hundred eighty five feet (4,985') to the center line of Hillside Street; thence southerly along the [said] center line of Hillside Street and Simmons Road about [five thousand four hundred feet (5,400')] four thousand three hundred feet (4,300') to the center line of [Silver Lane] Nutmeg Lane (private road); thence easterly along the center line of Nutmeg Lane (private road) about two thousand six hundred feet (2,600') to the center line of Applegate Lane (private road); thence southerly along the center line of Applegate Lane (private road) about one thousand one hundred ninety five feet (1,195') to the center line of Silver Lane; thence easterly along the center line of Silver Lane about [four thousand seven hundred and fifty feet (4,750')] two thousand four hundred fifty feet (2,450') to the center line of Forbes Street; thence southerly along the center line of Forbes Street about four thousand, nine hundred and fifteen feet (4,915') to a point; thence westerly about two thousand, four hundred (2,400') to a point; thence southerly about three hundred and seventy feet (370') to a point; thence westerly about eight hundred and thirty feet (830') to a point; thence southerly about one thousand, seven hundred feet (1,700') to a point; thence easterly about three hundred feet (300') to a point; thence southerly about one hundred and fifty feet (150') to a point; thence westerly about two thousand four hundred feet (2,400') to a point; thence southerly about two hundred and twenty five feet (225') to the center line of Brewer Street; thence westerly along the center line of Brewer Street about three thousand two hundred and twenty feet (3,220') to the center line of Main Street; thence northerly along the center line of Main Street about three thousand seven hundred and twenty five feet (3,725') to the center line of Willow Street Extension; thence westerly along the center line of Willow Street Extension about eight hundred and thirty feet (830') to the center line of Route 2; thence continuing westerly about one thousand four hundred and seventy feet (1,470') to the center line of the Connecticut River, thence northerly along the center line of the Connecticut River about twelve thousand nine hundred and fifty feet (12,950') to the point of beginning.

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: January 24, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Cities Readiness Initiative

Please place on the February 7, 2012 Town Council agenda, the attached grant by the CDC for funds (\$6,000) to enter in a contract with area CRI fiduciary the West Hartford/Bloomfield Health District to carry out the Planning, development and implementation of a Mega-POD for medication in the event of anthrax release. September 1, 2011- June 15, 2012. Thank you

C: J. Cordier, Director of Health and Social Services
C. Fravel, Grants Administrator
M. Walsh, Director of Finance

I, Angela M. Attenello, Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify pursuant to a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 7th day of February, 2012 in East Hartford, Connecticut.

RESOLUTION

RESOLVED that Mayor Marcia A. Leclerc has been empowered to make application to and execute contracts and any amendments thereof, on behalf of the Corporation, between the Corporation and the West Hartford – Bloomfield Health District or its successor agency, concerning a \$6,000 "Public Health Preparedness DEMHS Region 3 Cities Readiness Initiative" for the grant period September 1st, 2011 through June 15, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of February, 2012.

Signed: _____

Angela M. Attenello

Town Council Clerk

seal

MEMORANDUM

DATE: 17 January 2012

TO: Mayor Leclerc

FROM: Jim Cordier, Health Department *JC*

SUBJ: Referral to Town Council – Resolution
Cities Readiness Initiative

Through the Cities Readiness Initiative, the CDC has made \$6,000 in grant funds available to the Town of East Hartford for the forthcoming grant year for the purpose of responding effectively to a widespread anthrax release within DEMHS Region 3. Area health departments including those of the City of Hartford, the West Hartford / Bloomfield Health District and the Town of East Hartford are to be compensated for activities associated with the planning, development and implementation of a Mega-POD (Point of Distribution) for the rapid mass-dispensing of medications.

The attached resolution will authorize you as Mayor to enter into a contract with the area CRI fiduciary – the West Hartford / Bloomfield Health District - to carry-out the foregoing program. I am requesting that this item be placed on the Town Council agenda for their meeting to be held February 7, 2011.

Cc: Clare Fravel, Grants Administrator

RECEIVED

JAN 18 2012

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

GRANT APPLICATION INFORMATION

DATE: February 07, 2012

TITLE: Cities Readiness Initiative
AMOUNT: \$ 6,000.00
SOURCE: Centers for Disease Control via West Hartford / Bloomfield Health District (fiduciary).
PURPOSE: Planning, development and implementation of a Mega-POD (Point of Distribution facility) for medications in the event of an anthrax release.

DEPARTMENT RESPONSIBLE: Health Department

MATCHING FUNDS: Not applicable

IN-KIND OR CASH: Not applicable

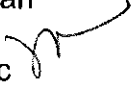
SOURCE: Not applicable

GRANT PERIOD: September 01, 2011 – June 15, 2012

APPLICATION DUE DATE: February 15, 2012

PROPOSED BUDGET:
\$6,000.00 Compensation for staff time spent on the foregoing activities.

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: January 19, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Wheelchair Accessible Van Purchase & Scholarship Program Grant.

Please place on the Town Council agenda for the February 7, 2012 meeting, the attached resolution for the Agreement Between the State of Connecticut and Town of East Hartford for a Cash Grant Toward the Purchase of Wheelchair-Accessible Motor Vehicle(s) For Elderly and/or Disabled Persons Transportation Programs and For Scholarship Program.

This grant is not to exceed \$40,000 term of agreement December 1, 2011 thru December 31, 2017.

Thank you.

C: J. Uhrig, Assistant Director Park & Recreation
C. Fravel, Grants Administrator
M. Walsh, Finance Director
M. Panteleo, Senior Services Coordinator

MARCLA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7364

FAX (860) 289-8394

GRANTS ADMINISTRATION

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 7th day of February, 2012.

RESOLUTION

Resolved, that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to sign and execute Agreement No. 9.26-09(11) with the State of Connecticut Department of Transportation entitled: "Agreement Between the State of Connecticut and Town of East Hartford For a Cash Grant Toward The Purchase of Wheelchair-Accessible Motor Vehicle(s) For Elderly and/or Disabled Persons Transportation Programs and For a Scholarship Program Related Thereto" and to file any amendments or reports as may be required to successfully complete the terms of the contract.

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

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 February 2012.

Signed: _____
Angela M. Attenello, Council Clerk

Date: _____

seal

RECEIVED

TO: Mayor Marcia A. Leclerc

FROM: Clare Fravel, Grants Administrator *CF*

SUBJ: Referral to Council – Authorizing Resolution
Wheelchair Accessible Van Purchase & Scholarship Program;
Grant Funding Agreement

DATE: January 12, 2012

JAN 13 2012
TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

The Town of East Hartford, Senior Services Division, applied for a grant not to exceed \$40,000 from the State of Connecticut Department of Transportation, Section 5310 Program, to pay up to 80% of the purchase of a wheelchair accessible van for use by senior citizens and persons with disabilities. The balance of this purchase is part of the Town's Capital Improvement Program.

The Town has received funding from the CT DOT Section 5310 several times to replace buses that have reached their useful life cycle. This new van would replace one of the buses currently operated by the Town's dial-a-ride contractor, Hockanum Valley Community Council (HVCC).

The Resolution authorizing your execution of the agreement was approved by the Town Council on March 1, 2011. Since then, DOT has added a \$7,000 Scholarship Program to the funding agreement per a new federal requirement. After speaking with Barbara Wozniak, DOT - Office of Transit and Ridesharing, it has been determined that it is necessary to return to the Town Council for a resolution authorizing you, as Mayor to execute the agreement as it currently reads.

The aforementioned Scholarship Program is available to send administrative staff, drivers and/or maintenance personnel to training events, conferences, and seminars that are directly related to the operation and maintenance of the project equipment. HVCC trains their drivers per contract and further instruction from DOT will determine how HVCC staff/drivers may apply for this scholarship funding. Even though this funding is being made available, there is no requirement to expend it and no match is required. Funds are available for the reimbursement of registration fees for seminars, conferences, and other training activities, and the travel/transportation, lodging and meals costs related thereto, limited to \$1,000 per trip per individual, up to a maximum of \$7,000 over the term of the Agreement (December 1, 2011 – December 31, 2017).

The attached Resolution will authorize you as Mayor to execute all documents associated with this grant. I am requesting that this item be placed on the Town Council agenda for their meeting to be held February 7, 2012.

Thank you for your attention to this matter.

Attachment

cc: Michael P. Walsh, Finance Director
Jim Uhrig, Assistant Director Parks and Recreation
Michelle Pantaleo, Senior Services Coordinator

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
TOWN OF EAST HARTFORD
FOR A CASH GRANT TOWARD THE
PURCHASE OF WHEELCHAIR-ACCESSIBLE MOTOR VEHICLE(S)
FOR
ELDERLY AND/OR DISABLED PERSONS TRANSPORTATION PROGRAMS
AND FOR A SCHOLARSHIP PROGRAM RELATED THERETO

COPY

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 20____, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, duly authorized, hereinafter referred to as the "State", and Town of East Hartford, a private nonprofit corporation or eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act, as amended, having its principal place of business at 740 Main Street, East Hartford, CT 06108, acting herein by Marcia A. Leclerc, Mayor, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively the "Parties".

WITNESSETH, THAT:

WHEREAS, Section 5310 of the Federal Transit Act, as amended, 49 U.S.C. 5310, provided for federal capital improvement grants to eligible public bodies and private nonprofit corporations and associations for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly and/or disabled persons for whom mass transportation services are unavailable, insufficient or inappropriate; and

WHEREAS, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the State as a grant recipient for capital grants under FTA Section 5310 of the Federal Transit Act, as amended; and

WHEREAS, the Governor of the State of Connecticut, in accordance with a request by the FTA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by eligible public bodies and private nonprofit organizations and to coordinate the grant applications; and

WHEREAS, the Second Party shall adhere to the guidelines outlined in the Grant Application, filed with and approved by the State, such Grant Application is hereto and hereby made a part of this Agreement and incorporated by reference herein; and

WHEREAS, the State and the Second Party desire to secure and utilize federal grant funds for the transportation needs of the elderly and/or disabled citizens of the State of Connecticut; and

WHEREAS, the State, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the Second Party providing for the distribution of Federal and State funds (if available) to enable the Second Party to purchase equipment solely for the hereinabove stated purpose, and in connection therewith, the Commissioner of Transportation, has made an Express Finding as required by Section 13b-35 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, the parties hereto mutually 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, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party'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 Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

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 Second Party 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.

1. Agreement of the Parties: The purpose of this Agreement is to provide for the undertaking of transportation services for the elderly and/or disabled individuals by the Second Party or a contractor thereof (hereinafter referred to as the "Project"), as described in the Second Party's Grant Application, which is incorporated herein by reference, for reimbursement for training related to the Project as described in Article 5 of this Agreement, and to state the terms, conditions and mutual understanding of the Parties as to the manner in which the Project will be undertaken and continued.

2. Term of Agreement: This Agreement shall commence December 1, 2011 and extend through December 31, 2017, unless previously terminated in accordance with any other provision of this Agreement. The State reserves the right to continue this Agreement in full force and effect for a maximum period of one (1) year beyond the expiration date. If the Agreement is to be continued, beyond the one (1) year period, the State and the Second Party shall execute a Supplemental Agreement, noting the limits of the extension.

3. State Requirements: The Second Party agrees to comply with all applicable State Requirements, referred to in Appendix "A", attached hereto and hereby made a part of this Agreement.

4. Federal Requirements: The Second Party agrees to comply with all applicable Federal Requirements, referred to in Appendix "B", attached hereto and hereby made a part of this Agreement.

5. Scope of Project: The Second Party hereby agrees to accept, subject to all herein contained terms and conditions, a Cash Grant not to exceed the amount of Forty Thousand Dollars (\$40,000), as determined by the Program Guidelines described in the Application, hereinafter referred to as the "Grant", to be used exclusively to purchase one (1) wheelchair accessible motor vehicle(s), including certain specialized accessories and related equipment, hereinafter referred to as the "Project Equipment". In consideration thereof, the Second Party agrees to undertake and implement the Project in the manner described in the Application and attested to in the Acceptance Certification, both herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

The Second Party shall undertake and implement the Project pursuant to the terms of this Agreement for the duration of the useful life of the Project Equipment with all practical dispatch, in a sound, economical, and efficient manner. "Useful life" in regards to vans shall mean four (4) years of project operation or 100,000 miles; in regards to small buses, five (5) years of project operation or 125,000 miles.

In addition to the Grant, a Scholarship Program is available to the Second Party to send administrative staff, drivers and/or maintenance personnel to training events, conferences, and seminars that are directly related to the operation and maintenance of the Project Equipment. Scholarship funds are only available for the reimbursement of registration fees for seminars, conferences, and other training activities, and the travel/transportation, lodging and meals costs related thereto, limited to \$1,000 per trip per individual, up to a maximum of Seven Thousand Dollars \$7,000 over the term of this Agreement. All scholarship requests should be submitted at least 4 weeks in advance of the date of travel/training to:

State of Connecticut
Department of Transportation
Bureau of Public Transportation
RTAP Manager
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

The scholarship request(s) must:

- (1) include detailed information on the training and travel costs,
- (2) explain how the individual proposed for training is directly related to the Project,
and

- (3) explain how the training will improve the services being delivered with the Project Equipment.

Such requests that are not received 4 weeks in advance of the date of travel may not be processed. Such requests will be approved in writing by the State based on demonstrated need, applicability of the training opportunities to the proposed attendee(s), and availability of funding.

6. Purchase of Project Equipment: The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Second Party, and shall be purchased in accordance with applicable State laws and the standards set forth in the Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference.

The Second Party shall have ninety (90) calendar days from the date of receipt of a fully executed Agreement to forward to the State a written confirmation that the bid process for the purchase of Project Equipment has been initiated, either individually or through a local transit district. The Second Party shall utilize the Procurement Procedures set forth in Attachment 1 of this Agreement if (a) the Second Party is a private nonprofit organization, or (b) the Second Party is an eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act and the purchase price is One Hundred Thousand Dollars (\$100,000) or less.

In the event the Second Party opts to utilize an existing motor vehicle as a trade-in, the trade-in allowance, as determined by the vendor, should be used toward any additional costs the Second Party may incur with the purchase of the Project Equipment. The State will provide a Cash Grant for eighty percent (80%) of the total Project Equipment cost not to exceed Forty Thousand Dollars (\$40,000).

The Second Party may order the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite delivery of the Project Equipment; however, this action shall be taken entirely at the risk of the Second Party. Payment for the Project Equipment will be made in accordance with Article 7. The State shall not incur any liability under this Agreement until it has issued its written approval of the purchase, including such conditions as it deems appropriate. The failure of the Second Party to comply with the conditions set forth in the written approval relieves the State from any and all liability under this Agreement.

Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the Second Party as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer.

Failure to meet any conditions imposed by this Agreement or the written approval will result in a return of the Grant funds to the State by the Second Party.

7. Payment to the Second Party Related to the Project Equipment: Upon full and proper execution of this Agreement, delivery, and acceptance of Project Equipment (including a completed vehicle acceptance form), a manufacturer's/vendor's invoice, and a completed State reimbursement form (the "Invoice Summary and Processing Form" (ISP) or its replacement), as well as receipt by the State of a certificate of origin and a completed Certificate of Insurance the State will provide payment in the form of a check.

The State will issue payment within fifteen (15) business days after receipt of the required documents. However, if the request for payment is received between June 21 and July 20 of the calendar year, the State will issue payment by August 4 of the calendar year. The Grant represents eighty percent (80%) of the total Project Equipment cost not to exceed Forty Thousand Dollars (\$40,000).

The Grant will be the maximum contribution by the State for the Project Equipment. Additional costs for the Project Equipment will be borne by the Second Party.

The Second Party agrees that the receipt of funds under this Agreement is subject to all controls and conditions imposed by this Agreement and the relevant Federal and/or State regulations.

The Second Party agrees that the terms of this Agreement do not constitute a loan but rather a grant for the specific purposes contained herein.

The Second Party agrees it is not authorized to allow funds appropriated under this Agreement to be used to pay its creditors unless the creditor incurred an expense specifically authorized by this Grant and relevant Federal and/or State regulations.

The Second Party agrees that the funds provided under this Agreement and proceeds from the sale of any Project Equipment purchased with such funds during the useful life of such Project Equipment shall remain the property of the State for use in the Federal Section 5310 Program.

The Second Party agrees to make payment to the manufacturer/vendor within three (3) business days of receiving the Grant funds from the State or the monies must be returned to the State. Proof of vendor payment must be kept on file by the Second Party for the duration of the useful life of the Project Equipment.

8. Payment to the Second Party Related to the Scholarship Program: The Second Party shall utilize its federal financial resources to finance the absolute minimum amount of travel necessary to participate in regional and national transportation conferences, seminars, and training activities to maintain and enhance the efficiency to manage and/or operate its transit services. Out-of-the-state traveling, actual, reasonable, receipted overnight accommodation expenses, and actual, reasonable, receipted other expenses, such as meals, shall be reimbursed by the State in accordance with the rates currently in effect at the time such expenses are incurred, in the existing Maximum Per Diem Rates for Localities, as depicted in memorandum No. 2011-20 issued by the Office of the State Comptroller, dated September 16, 2011, or its replacement thereafter. Said regulation is incorporated herein by reference.

Requests for reimbursement of expenses related to the Scholarship Program shall be made within 20 days of the end of the calendar month in which the expenses were incurred but no later than 60 days after the training takes place. The reimbursement request shall consist of a completed State reimbursement request form (the ISP or its replacement) as well as the receipted documentation of expenses. Partial payment(s) for expenses under this Agreement may be withheld by the State, if in the opinion of the State, the Second Party has not submitted sufficient documentation of the expenses for which it is requesting payment. The State may request further explanatory documentation for the purpose of determining the eligibility of the questioned

expense(s). Failure of the Second Party to furnish the explanatory documentation cited above may result in the withholding of some or all of the requested reimbursement.

9. Ownership, Title and Registration of Project Equipment: The Second Party shall assume ownership of Project Equipment in trust for the State and such Project Equipment shall be in the name of the Second Party subject to the restrictions on use and disposition of the Project Equipment set forth herein. The Second Party shall not transfer ownership of the Project Equipment to any third party without prior, written approval of the State. The State shall be listed as first lien holder on the motor vehicle registration(s) for the vehicle(s). Vehicle(s) title(s) shall be retained by the State.

At its discretion, the State may, under the terms and conditions of this Agreement, designate the Second Party as a lead coordinating entity within a region. As such, the Second Party may, as necessary and with the written approval of the State, assume ownership in trust for the State and custody of any Project Equipment transferred from other Section 5310 organizations or other providers of elderly/disabled transportation, to effect continued regional coordination of transportation services to the elderly and disabled individuals.

The Second Party shall hold the Project Equipment purchased under this Agreement as the trustee and custodian for the State. The Second Party agrees that it lacks any beneficial interest in the Project Equipment purchased under this Agreement and that it acts as an agent of the State solely for the purpose of disbursing the Grant funds provided under this Agreement.

The Project Equipment shall, during the useful life of the vehicle(s), be registered in accordance with all applicable rules and regulations of the Connecticut Department of Motor Vehicles.

10. Use of Project Equipment: The Second Party agrees that the Project Equipment shall be used for the provision of transportation service in the area and in the manner described in the Project Description of its above-mentioned Application for the duration of its useful life. If during such period, the Project Equipment is not used in this manner or is withdrawn from transportation service or the Second Party becomes insolvent, the Second Party shall immediately notify the State and ownership and possession of the Project Equipment shall revert to the State. If this Agreement is terminated at any time during the Project Equipment's useful life, the Project Equipment must be returned to the State. If the Project Equipment is out of service for more than sixty (60) days, the Second Party shall immediately notify the State, and the State shall take appropriate action to reclaim said Project Equipment at the expense of the Second Party. After the Project Equipment has reached the limits of its useful life, as specified in Article 5, the State shall have no further interest in the Project Equipment.

In further consideration of the use of said Project Equipment, the Second Party shall:

- (a) Guarantee that, at no cost or expense to the State, said Project Equipment shall be properly operated in a safe condition and regularly maintained throughout the term of this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.
- (b) Guarantee that any and all repairs to the Project Equipment are accomplished by a

certified mechanic. Receipts for said repairs shall be forwarded to the State.

- (c) Guarantee that, the interior or exterior of said Project Equipment shall not be modified, including modification by the addition of advertising or additional signage to the vehicle, without prior written approval of the State. The State has the authority to approve or decline such modification of the Project Equipment.
- (d) Guarantee that the Project Equipment will be housed and utilized primarily in the region through which the application was made.
- (e) Establish and maintain throughout the term of this Agreement, including supplements thereto and renewals thereof, if any, separate and complete accounting records of all costs associated with the Project.
- (f) During the useful life of the Project Equipment, any and all payments made to the Second Party as a result of material damage to the Project Equipment, whether paid by an insurance company or any private agency or party, shall be returned to the State, unless:
 - (1) The Second Party demonstrates, by proof of invoice, that the payments received were utilized to repair the Project Equipment so as to keep it in service or return it to service; (Note: Repairs to the Project Equipment must be scheduled no later than 30 days after receiving insurance or private party proceeds.); or
 - (2) Upon prior written approval from the State, the Second Party purchases suitable replacement equipment of similar quality and remaining useful life. In the event replacement equipment is purchased, the State may retain its proportioned interest in the equipment beyond the original expiration date of this Agreement. The purchase of suitable replacement equipment must be in accordance with Article 6 hereof. The purchase of suitable replacement equipment must be initiated within fourteen (14) days after receiving insurance or private party proceeds.

11. Disposition of Project Equipment: After Project Equipment has reached the end of its useful life as stipulated in Article 5 of this Agreement; the State shall, upon confirmation that the Project Equipment has reached the end of its useful life, return the title, pertaining to the Project Equipment, to the Second Party. The Second Party may then elect to continue to use or dispose of the Project Equipment; however, proceeds from the sale of said Equipment must remain in use for program purposes.

12. Inspection: The Second Party shall permit the State, or its authorized representatives, to inspect all vehicles, facilities and transportation services rendered by the Second Party utilizing such vehicles, facilities and equipment, and all relevant Project data and records. The Second Party shall also permit the State, or its authorized representatives, to review the books, records and accounts of the Second Party pertaining to the Project.

13. **Maintenance and Audit of Records:** The Second Party 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 Second Party receiving state funds must comply with Connecticut General Statutes Section 7-396a, and the State Single Audit Act Sections 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) **FEDERAL SINGLE AUDIT:** Each Second Party 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.

(b) **STATE SINGLE AUDIT:** Each Second Party 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.) Sections 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.

(c) **REQUESTS FOR EXTENTION:** In the event the Second Party is unable to submit their annual audit report to the State within the timeframe required by State law and regulations, the Second Party must request an approval for an extension beyond that deadline by submitting a written request for an extension, prior to the deadline, to:

State of Connecticut
Department of Transportation
Division of External Audits
Accounting Manager
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

A carbon copy of the request must be sent to:

State of Connecticut
Department of Transportation
Bureau of Public Transportation
Transit Manager (Operations)
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

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 Second Party shall provide supplementary schedules with the following program/grant information: the program/grant number, state 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 State must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Second Party 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 Second Party 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 Second Party 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 Report.

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

14. Records and Reports: The Second Party shall advise the State regarding the progress of the Project at such time and in such manner as the State requires, including, but not limited to, meetings and interim reports.

The Second Party shall collect and submit to the State at such time as the State may require, such financial statements, operations data, records, contracts, and other documents related to the Project as may be deemed necessary by the State. This shall include, but not be limited to:

- (a) Submitting quarterly operating reports (on forms supplied by the State) for the previous three (3) months of operation.
- (b) Reporting all minor motor vehicle accidents involving the Project Equipment to the State within ten (10) days of the occurrence; any incident which results in an injury to a driver or passenger, or which results in property damage of over Two Thousand Five Hundred Dollars (\$2,500), shall be reported to the State within twenty-four hours.
- (c) Certifying annually, in writing, that said Project Equipment is still being used in accordance with the terms and conditions set forth in this Agreement.
- (d) Respond to and maintain records of any survey forms requested by the State or its Representatives.

15. Termination: The State reserves the right to terminate this Agreement:

- (a) without cause with sixty (60) days prior written notice to the Second Party; or
- (b) with cause, forthwith, upon delivery to the Second Party of written notice of termination, citing any one or more of the following reasons:
 - (1) the Second Party discontinues the operation of the said Project Equipment in providing transportation to the elderly and/or disabled;
 - (2) the Second Party takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the State; or
 - (3) the Second Party being declared by competent authority to be incapable of operation under this Agreement.

Upon termination of this Agreement as provided in Article 15(a) or Article 15(b), the Second Party shall forthwith return ownership and possession of the said Project Equipment to the State, in as good condition as it was purchased by the Second Party, with normal wear and depreciation expected. It is understood and agreed by the parties hereto that if this return cannot be made by the Second Party, the Second Party may, at the discretion of the State, be assessed all or a proportionate share of the then current market value of the said Project Equipment. If, however, it is clear to the State that the Second Party has not made a demonstrated effort to operate the Project Equipment as described in the application and required under this Agreement, at the State's discretion, it may require the return of the full amount of the Grant.

16. Prohibited Interest: No member, officer, or employee of the Second Party during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the

proceeds thereof. The Second Party warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Second Party to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Second Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation, the State shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

17. Official Notices: Any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

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

(1) When the State is to receive such notice -

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

(2) When the Second Party is to receive such notice -

The person(s) acting herein as signatory for the Second Party 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(ies) 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 hereto 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.

18. Liquidation of Indebtedness: The State may refuse at any time to make payments under this Agreement if (a) the Second Party has failed to comply with the terms of this Agreement or any applicable State law or regulation, or (b) the Second Party is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment or the objectives of this Agreement. Under such conditions, the State will inform the Second Party, in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

19. Contracts Under This Agreement/Subcontracts: Unless otherwise authorized in writing by the State, the Second Party shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement. The Second Party shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses.

20. Inspections and Site Visits: The State shall have the right to inspect the Second Party's facilities, equipment, vehicles, and records with respect thereto as shall be reasonably necessary to confirm the proper operational and administrative upkeep of such assets purchased and/or being subsidized with federal and/or state funds.

21. Environmental Law Compliance: The Second Party shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities, owned and/or leased by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal or waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Signature: _____
Print Name: _____

By: _____ (Seal)
James Redeker
Commissioner

Signature: _____
Print Name: _____

Date: _____

WITNESSES:

Town of East Hartford

Signature: _____
Print Name: _____

By: _____ (Seal)
Marcia A. Leclerc
Mayor

Signature: _____
Print Name: _____


Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

Approval as to format:



Town of East Hartford Corporation Counsel

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35 OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, James Redeker, Commissioner, intend to exercise the powers conferred by Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, and herewith make the Express Finding, pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, that:

1. The transportation facilities in the State of Connecticut with respect to which the powers are to be exercised may be discontinued, disrupted or abandoned in whole or in part.
2. The discontinuance, disruption or abandonment of such facilities will be detrimental to the general welfare of the State.
3. The exercise of such powers is essential to the continuation and improvement of such necessary transportation.
4. To insure that the specific transportation services for elderly/disabled persons will be operated in the manner required by the general welfare of the State, State assistance must be provided.

In accordance with the Express Finding herein made, I intend to enter into an agreement with Town of East Hartford to provide financial assistance in an amount that is eighty percent (80%) of the total project equipment cost not to exceed Forty Thousand Dollars (\$40,000) for the period December 1, 2011 through December 31, 2017.

Dated at Newington, Connecticut, this _____ day of _____
20____.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Name:

(Seal)
James Redeker
Commissioner

Name:

ATTACHMENT 1

The following information is provided to explain the options available for procurement of vehicles when Federal Transit Administration (FTA) funding is involved. It is NOT an official regulation, but an attempt to explain in plain language the options available to FTA grant subrecipients for the Sections 5310 and 5317 programs.

Subrecipients can procure their vehicles through:

- Option A - Greater New Haven Transit District (GNHTD) procurement contract
- Option B - Conducting a small purchase procurement for less than \$100,000
- Option C - Conducting a procurement for over \$100,000

Many of the requirements do not take effect until the procurement is greater than \$100,000. But, even though the Federal Grant awarded may be less than \$100,000, if the items being procured are included in a purchase for more than \$100,000, then option B can no longer be used.

Option A Procuring a vehicle off of the GNHTD contract

The Greater New Haven Transit District (GNHTD) procures small buses and vans using a competitive process that is reviewed by FTA. GNHTD includes an allowance for other public and non-profit entities using FTA funding (grant recipients) to purchase off of their contract. There is an annual procurement event held at Connecticut Department of Transportation headquarters in Newington where grant recipients can place a vehicle order through GNHTD. The advantage is that the process is already in place, so it is relatively easy for the grant subrecipient to procure a vehicle without dealing with the extra burden of ensuring compliance with the federal procurement requirements. There may also be an advantage to being part of a larger vehicle order, with set prices which may be lower than if purchasing only one or two vehicles. Disadvantages are that this event is held only once a year and grant recipients can only choose from the vehicle types (small bus or converted high-top vans) and options available on the GNHTD contract.

Option B Conducting your own procurement for less than \$100,000

If the total procurement is not greater than \$100,000, the grant recipient may follow the small purchase process which is described below:

1. The Second Party shall develop a generic specification which will encourage participation by as many vendors as possible. Specifications must include all applicable federal mandates. The Second Party must ensure that the specifications have not been written with a specific vehicle or vendor in mind.

Please refer to the Federal Transit Administration's (FTA's) website at www.fta.dot.gov, click on Reports & Publications, click on Other Reports, and then open up the Best Practices Procurement Manual for federal mandates. Appendix B of

this agreement also includes certain applicable federal mandates.

2. The Second Party shall select a minimum of three (3) (if available) reputable prospective manufacturers/vendors and shall secure formal written quotes from them. These quotes:

- must be attached to the vehicle specifications.
- must itemize any vehicle options.
- must be signed by the manufacturer/vendor.
- must include a statement with the price quote which attests that the prices are valid for a minimum of ninety (90) days.

3. The Second Party must be able to demonstrate that contact has been made with several manufacturers/vendors extending beyond the Second Party's immediate area.

4. All information shall be forwarded to the State for comparison to price quotes received by purchasers of similar vehicles before initiating purchase. At this time the Second Party shall indicate the manufacturer/vendor from which the vehicle will be purchased. If bids come in over \$100,000 another procurement process must take place (See Option C), but documentation should still be forwarded to the State of the process that was followed and the bids received.

5. The State then can either provide a written approval or discuss the matter further with the Second Party until a resolution is reached and a written approval can be sent.

6. Once the procurement is approved by the State, a confirmed purchase order must be provided to the State within ninety (90) days, unless specified otherwise by the State. Purchase orders must state model, make, year, delivery price, options floor plan and vehicle identification number.

Option C Conducting your own procurement for more than \$100,000

- Sealed Bids
- Competitive proposals
- Noncompetitive proposals (sole source)

For any of these processes, please review FTA Circular 4220.1F November 1, 2008, rev. April 14, 2009 as well as FTA's Best Practices Procurement Manual, which can be found at http://www.fta.dot.gov/documents/BPPM_fulltext.doc.

Additional Options

Additional options for procurement may be available, such as purchasing off of the contracts in place with the Connecticut Department of Administrative Services or by purchasing off of a contract in another state (similar to Option A.) Each of these options would require determining whether those contracts contain all the applicable FTA and State requirements.

Documentation – (How to satisfy an auditor, the State, and the FTA)

1. Vehicle procurement
 - a. The requisition (or purchase request).
 - b. What specifications were used?
 - c. When were quotes requested?
 - d. From who were the quotes requested?
 - e. When were quotes received?
 - f. What quotes were received?
 - g. Copy of the written approval from the State.
 - h. Copy of the purchase order.

2. Reimbursement from the State

There must be a fully executed Agreement between the State and Second Party, and the vehicle must be delivered before payment can be requested. Information on the documentation required to request payment from the State for the vehicle is included in Article 7 of this Agreement. The following is a summary:

- a. A vehicle acceptance form must be completed,
- b. The manufacturer's/vendor's invoice must be submitted,
- c. The certificate of origin must be submitted,
- d. The State will provide payment in the form of a check.

APPENDIX "A"
Administrative Requirements

1. Insurance. With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractor(s), the Second Party will be required to carry, and shall ensure its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) single limit for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident or occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (a) One Million Dollars (\$1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million Dollars (\$5,000,000) for vehicles with a seating capacity of fifteen (15) passengers or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and such insurance shall include comprehensive and collision coverage to provide for repair and replacement of vehicle(s) funded under this Agreement.

(c) With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractors, the Second Party shall carry and shall 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.

In conjunction with paragraphs (a), (b) and (c) above, the Second Party agrees to furnish to the State a Certificate of Insurance on the form or forms acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

APPENDIX "A"
Administrative Requirements

The Second Party 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 Second Party may redact provisions of the policies that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

If the Second Party elects to be self-insured rather than acquiring coverage from an insurance company, the Second Party shall ensure to the State that it is adequately protected. The Second Party shall submit a notarized statement from an authorized representative providing the following information:

- (a) That the Second Party is self-insured.
- (b) That the Second Party has established a reserve fund that satisfies the minimum requirements set forth in the Agreement for the payments of claims.
- (c) That the Second Party shall indemnify and hold the State harmless.
- (d) The name, title, and address of the person to be notified in the event of a claim.

2. Indemnification. (a) The Second Party 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 Second Party or Second Party 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 Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party'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 Second Party'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 Second Party 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 Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

APPENDIX "A"
Administrative Requirements

(d) The Second Party'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 Second Party 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 Second Party 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 Second Party 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) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

3. Sovereign or Governmental Immunity. The Second Party 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 Second Party, unless requested to do so by the State. If this Agreement is between the State and a municipality, 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.

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

5. Executive Orders. 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 made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of 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 Second Party's request, the Department shall provide a copy of these orders to the Second Party.

APPENDIX "A"
Administrative Requirements

6. **Litigation.** The Second Party 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 Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

7. **Force Majeure.** The term "Force Majeure" as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Second Party and which by the exercise of due diligence the Second Party is unable to prevent or overcome.

In the event that the Second Party is rendered unable wholly or in part by a Force Majeure, as defined herein, to carry out its obligations under this Agreement, it is agreed that on notice to the State setting forth the particulars of such Force Majeure, in writing, the obligations of the Second Party to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

8. **Jurisdiction and Forum.** 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 law 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 Second Party 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.

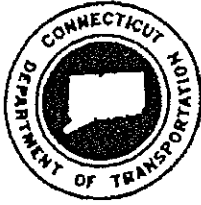
9. **Non-waiver of State's Immunities.** The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or 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.

APPENDIX "A"
Administrative Requirements

10. Core Agreement/Contract Purchase Order. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received written authorization from the State or a duly issued purchase order against the Agreement. The Second Party providing goods or commencing performance without written authorization from the State or a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The State shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

11. Connecticut Required Contract/Agreement Provisions. When the Second Party receives State or Federal funds, it shall incorporate the "Connecticut Required Contract/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 contracts/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 Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.



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
Tel. (860) 594-3045

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

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

APPENDIX "B"

Federal Transit Administration Requirements

1. **No Government Obligation to Third Parties.** If applicable, the State, the Second Party and its contractor/subcontractors in connection with the Work, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the State, the Second Party or its contractor/ subcontractors, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

The Second Party agrees to include the above clause in each contract/subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the contractor/subcontractor who will be subject to its provisions.

2. **Program Fraud and False or Fraudulent Statements and Related Acts.**
 - a. If applicable, the Second Party acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Second Party certifies or affirms the truthfulness and accuracy of any Statements it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Second Party further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statements, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Second Party to the extent the Federal Government deems appropriate.
 - b. If applicable, the Second Party also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Second Party, to the extent the Federal Government deems appropriate.
 - c. If applicable, the Second Party agrees to include these two clauses in each subcontract financed in whole or in part with Federal assistance provided by

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

FTA: It is further agreed that the clauses shall not be modified, except to identify the contractor/subcontractors who will be subject to the provisions.

3. **Access to Records and Reports.** If applicable, the Second Party agrees to provide the State, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Second Party's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Second Party shall make available records related to the Agreement to the State, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Second Party agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Second Party agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Second Party agrees to maintain same until the State, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. **Federal Changes.** If applicable, the Second Party agrees to comply, at all times, with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the State and FTA, as they may be amended or promulgated from time to time for the duration of the useful life of the Project Equipment. The Second Party's failure to so comply shall constitute a material breach of this Agreement.
5. **Code of Federal Regulations.** If applicable, the Second Party shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

6. **Civil Rights Requirements.** As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 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 Contract/Agreement.
7. **Americans with Disabilities Act.** This clause applies to those operators 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 Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party 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 Second Party. The Second Party 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 Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

The Second Party agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity including or resulting from this Agreement.

8. **Special Provisions Disadvantaged Business Enterprises.** The Second Party hereby acknowledges and agrees to comply with "Agreements With Goals-Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement.
9. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding terms and conditions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

other provisions contained in this Agreement. The contractor/subcontractors shall not perform any act, fail to perform any act, or refuse to comply with any of the State's requests which would cause the State to be in violation of the FTA terms and conditions.

10. **Suspension or Debarment.** Suspended or debarred contractors, second parties, 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 Second Party shall constitute certification that to the best of its knowledge and belief the Second Party 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:
 - 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency;
 - 2) Has not within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment 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;
 - 3) 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.2) of this certification; and
 - 4) 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 Second Party is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

certification to be included in any subcontracts, sub-subcontracts and purchase orders.

- 1) The prospective subcontractor, sub-subcontractors participant(s) 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.
- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.

11. **Buy America Requirements.** If applicable, the Second Party shall include a notice of the "Buy America" provision in its equipment and construction contracts/subcontracts valued greater than One Hundred Thousand Dollars (\$100,000). These contracts/subcontracts must also include a "Buy America" certificate as set forth in Title 49, Part 661, revised October 1, 1998, the provisions of which are hereby incorporated herein by reference.

The Second Party shall obtain and submit to the State copies of all signed Buy America certifications, including Buy America certifications that may be required of its contractor/subcontractors if the dollar thresholds established by FTA are exceeded.

12. **Pre-Award and Post-Delivery Audits Requirements.** If applicable, all contracts financed in whole or in part with federal assistance provided by FTA, the Second Party, when procuring vehicles on behalf of the State, shall ensure that the Contractor and/or Manufacturer of vehicles offered in such procurements agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. **Solicitation Specification Requirements:** If applicable, the Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- b. **Federal Motor Vehicle Safety Standards (FMVSS):** If applicable, the Contractor shall submit:
 - 1) Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS, or
 - 2) Manufacturer's Certified Statement that the contracted buses will not be subject to FMVSS regulations.

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

c. Buy America Requirements: In excess of \$100,000, the Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

- 1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

13. Clean Air. If applicable, the Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Second Party agrees to report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Clean Water Requirements. If applicable, the Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the FTA (Federal Transit Administration) and the appropriate EPA Regional Office.

The Second Party also agrees to include these requirements in each contract/subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Cargo Preference - Use of United States Flag Vessels. If applicable, the Second Party agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement to the

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- b. To furnish within twenty (20) working days following the date of loading for shipment originating within the United States, or within thirty (30) working days following the date for loading for shipment originating outside the United States, a legible copy of a rated, "on-board" Commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the State (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D. C. 20230, marked with appropriate identification of the Project.
- c. To insert the substance of the provisions of this clause in all contracts/subcontracts issued pursuant to this Agreement.

16. **Fly America Requirements.** If applicable, the Second Party agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Second Party shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Second Party agrees to include the requirements of this section in all contracts and/or subcontracts that may involve international air transportation.

17. **Contract Work Hours and Safety Standards Act – When Applicable.**

(a) The Second Party agrees to include provision in contracts with its contractor/subcontractors in carrying out the Work, which may require or involve the employment of laborers or mechanics, which shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

(b) In the event of any violation of the clause set forth in paragraph (a) of this Article, any contractor/subcontractors responsible therefor shall be liable for the unpaid wages. In addition, contractor/subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Article, in the sum of Ten Dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Article.

(c) The State shall upon its own action or upon written request of an authorized representative of the Department of Labor shall cause the Second Party to withhold or cause to be withheld, from any moneys payable by the Second Party on account of work performed for it by contractor/subcontractors under any such contract/agreement or any other Federal Contract/Agreement or any Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Article.

(d) The Second Party's contractor/subcontractors shall insert in any contract/subcontract the clauses set forth in paragraphs (a) and (b) of this Article and also a clause requiring the contractor/subcontractors to include these clauses in any lower tier contracts/subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Article.

18. **Bus Testing.** If applicable, the Second Party, when procuring vehicles on behalf of the State, shall ensure that the Contractor and/or Manufacturer of vehicles offered in such procurements, certifies that such vehicles comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665. The Second Party shall ensure that the Contractor and/or Manufacturer performs the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

- b. A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
 - c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
 - d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
19. **Energy Conservation.** If applicable, the Second Party and its contractor/subcontractors in connection with the Work will comply with, the mandatory standards and policies relating to energy efficiency which are contained in the State Energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 et. seq.
20. **Privacy Act.** If applicable, the Second Party agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 522a. Among other things, the Second Party agrees to obtain the express consent of the Federal Government before the Second Party or its employees operate a system of records on behalf of the Federal Government. The Second Party understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- The Second Party also agrees to include these requirements in each contract/subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
21. **Grant Management Guidelines for Grantees and Third Party Contracting Guidelines.** If applicable, the Second Party agrees that its contractor and

APPENDIX "B" (Continued)

Federal Transit Administration Requirements

subcontractors in connection with the Work will be governed by the rules and regulations of the Federal Transit Administration's "Grant Management Guidelines for Grantees – Circular 5010.1D" dated November 1, 2008. FTA Circular 5010.1D further refers to the Federal Transit Administration's "Third Party Contracting Guidelines", Circular 4220.1F" dated November 1, 2008, Rev. April 14, 2009.

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FEWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
 - A. Withholding contract payments until the Contractor is in-compliance; and/or
 - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "CDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
 - 1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 - 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jorvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.

- B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. 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 audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. Contract goal for DBE participation equaling 0 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate can not be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

- D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:
1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
 - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid or submit proposals;
8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;
9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CF Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially use function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

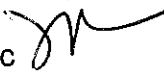
My Commission Expires _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then
_____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying) (Date)

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: January 31, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$5,866.86 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for February 7, 2012 .

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

INTEROFFICE MEMORANDUM

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

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

SUBJECT: REFUND OF TAXES

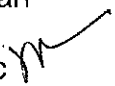
DATE: 1/30/2012

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 \$5,866.86 See attached list.

Bill	Name	Address	Prop Loc/Vehicle Info.	Over Paid
2009-03-0064396	ALLY FINANCIAL (FKA) GMAC	PO BOX 9001951 LOUISVILLE KY 40290 1951	2008/804WJM/1GNFK163X8J103225	\$ (422.08)
2009-03-0064412	ALLY FINANCIAL (FKA) GMAC	PO BOX 9001951 LOUISVILLE KY 40290 1951	2007/467UHG/1GNFK13037J126595	\$ (314.22)
2010-03-0051110	AMODIO JENNIFER A	112 PEDERSEN RD E HARTLAND CT 06027 1708	1998/871WBKJHRLD1844WC084889	\$ (137.34)
2010-03-0051301	ANTONARAS DESPINA	1327 BURNSIDE AVE C8 E HARTFORD CT 06108 1544	2009/509XUZ/1N4AL24E39C183697	\$ (230.79)
2010-02-0041011	AUGERI, BARILLA & BARTELL LLC DBA: SHAMPOO ONE	36 MAIN ST EAST HARTFORD CT 06118	36 MAIN ST	\$ (38.05)
2010-03-0053087	BERGERON BERNICE C	441 MAIN ST 705 E HARTFORD CT 06118 1440	2005/AL1056/1MEFM55S65A616940	\$ (197.57)
2009-03-0055118	CAB EAST LLC (FORD CREDIT PP TAX)	PO BOX 67000, DEPT. 231601 DETROIT MI 48267-2316	2007/365UVE/JM3ER29L670121380	\$ (286.26)
2009-03-0055152	CAB EAST LLC (FORD CREDIT PP TAX)	PO BOX 67000, DEPT. 231601 DETROIT MI 48267-2316	2007/817WEX/JM1BK344171750836	\$ (207.43)
2010-03-0055174	CADORETTE MARY P	21 GAIL RD E HARTFORD CT 06118 2417	2003/MP7411/KM8SC73D83U369219	\$ (187.24)
2010-03-0056265	CENTRAL PROPERTY	PO BOX 4428 HARTFORD CT 06147 4428	1991/4547/1HTSAZRN2MH323081	\$ (31.35)
2010-03-0057258	COLLINS MARY E OR COLLINS THOMAS W	235 E RIVER DR U/705 E HARTFORD CT 06108 5016	2002/526HEH/4T1BE32K12U085819	\$ (51.63)
2010-04-0081762	DELAURA ARTHUR J	66 JERRY RD E HARTFORD CT 06118 3118	1993/215YLE/1C4GH54RXPX530183	\$ (50.02)
2010-04-0081802	DEMPSKY JOHN V JR	103 MAPLE ST E HARTFORD CT 06118 2632	2005/963XVM/1N4BA41E35C867038	\$ (10.60)
2004-01-0004143	DOUGLAS PEACHES A	82 LANCASTER DR WINDSOR CT 06095	38 BLISS ST	\$ (1,867.95)
2010-01-0004263	DUNN BRIAN E	40 OAK ST EAST HARTFORD CT 06118	40 OAK ST	\$ (16.25)
2010-03-0066192	HENRY WILLIE JR OR NATAL LILLIAN G	2 WHITING RD E HARTFORD CT 06118 1549	2001/306XUT/1G1NE52J216161693	\$ (16.03)
2010-02-0040931	K T INTERNATIONAL INC	20 WESTBROOK ST EAST HARTFORD CT 06108	20 WESTBROOK ST	\$ (278.46)
2010-03-0070549	LEACH DESTINY M	140 SILVER LN APT B5 E HARTFORD CT 06118 1020	1995/719XZP/JN1CA21D4ST074047	\$ (23.82)
2010-03-0072316	MARENA TED	20 W T FERGUSN RD 18 VERNON CT 06066	1984/V84490/CTTRL18148	\$ (8.60)
2010-03-0073473	MCKINNEY ARTHUR J	126 COUNTRY LN E HARTFORD CT 06118 3512	2009/298DJR/2C3KA63T99H583308	\$ (320.45)
2010-03-0076063	NISSAN INFINITI LT/ TAX OPERATION	PO BOX 650214 DALLAS TX 75265 0214	2010/776WMB/1N4AA5AP4AC860046	\$ (233.70)
2003-01-0010714	O CONNELL CHARLES T & MARSHA M	119 CONCORD DR BERLIN CT 06037	203 WICKHAM DR	\$ (660.08)

2010-03-0082795	SANTANA JORGE	6621 ROCKLAKE DR CHARLOTTE NC 28214 2872	1998/417XXV/2HGEJ6674WH630541	\$ (43.25)
2010-03-0085549	SWABY EUNICE	47 ADAMS ST E HARTFORD CT 06108 1602	1999/258YGW/1N4DL01D6XC135525	\$ (110.83)
2010-03-0085992	TELES JASON A	97 ALPS DR E HARTFORD CT 06108 1402	2005/446NLB/5FNRL38895B015969	\$ (10.00)
2010-03-0087567	VALLE HECTOR R	1190 HEMINGWAY DR DELTON FL 32725	1999/92CU15/1FTZX1723XNA60500	\$ (97.16)
2010-03-0088270	VO THANH M	31 BARBARA DR E HARTFORD CT 06118 1902	1996/637NPS/JNKCA21D5TT018728	\$ (15.70)
TOTAL				\$ (5,866.86)

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: January 26, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: Referral: Real Estate Acquisition and Disposition at 40 Central Avenue

I would like to refer to the Town Council Real Estate Acquisition and Disposition Committee the property at 40 Central Avenue. This abuts the Raymond Library property. It is a multi-family home and the property owner expressed interest in selling all or a portion of the property to the town. This would be an important aspect in the Raymond Library expansion.

Please place this referral on the Town Council agenda for February 7, 2012.

Thank you.

C: M. Walsh - Director Finance
P. Jones - Library Director
M. Martin

OFFICE OF CORPORATION COUNSEL

Date : January 18, 2012

To : Mayor Leclerc

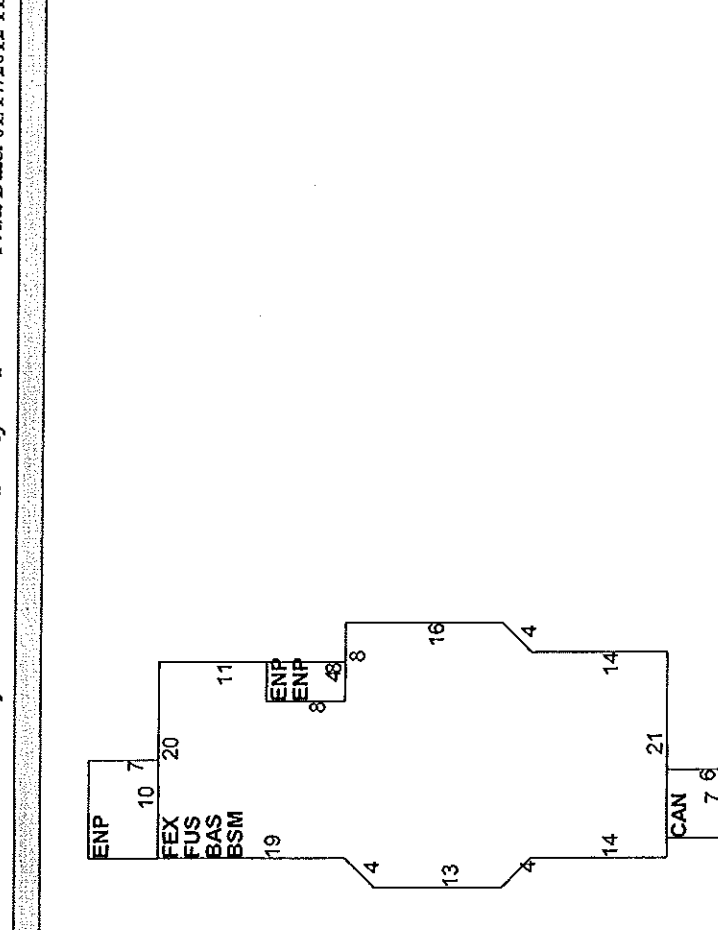
From : Richard Gentile 

Re : 40 Central Avenue

I met on January 17 with Pat Jones, Mike Walsh, Mary Martin and the owner of the property known as 40 Central Avenue. This property abuts the Raymond Library property. The owner of the property expressed an interest in selling his multi-family home to the Town as part of the Library Expansion project. He also indicated that he would be willing to sell a portion of the property that abuts his 3 family home to the town (in lieu of an entire sale of the multi-family home.) Mary Martin is obtaining additional background on this property to help us determine whether these property transactions would be beneficial for the Raymond Library expansion.

I suggest that you send this matter to the Town Council for a referral to the Real Estate Acquisition and Disposition Committee. I think the referral need only indicate that an offer has been made to the Town to sell all, or a portion of the property, known as 40 Central Avenue. You should indicate that you are asking that the matter be referred at this time to the Real Estate Acquisition and Disposition Committee so that that Committee might start its due diligence, including but not limited to, obtaining necessary appraisals.

cc: Mike Walsh
Pat Jones
Mary Martin ✓



CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Description	Element	Description
11	Multi Family	100	Attic Fin
01	Residential	0	Unfin %
55	1.00	2	Int vs. Ext
2.0	Stories	1	Framing
3	Occupancy		Wood Joist
25	Exterior Wall 1		Vinyl Siding
08	Exterior Wall 2		Dorms/Ex Gable
00	Roof Structure		Typical
03	Roof Cover		Plaster
12	Interior Wall 1		Hardwood
10	Interior Wall 2		Other
05	Interior Flr 1		Hot Water
01	Interior Flr 2		None
7	Heat Fuel		Average
3	Heat Type		Average
0	AC Type		
3	Total Bedrooms		
0	Full Bthrms		
0	Half Baths		
13	Extra Fixtures		
02	Total Rooms		
02	Bath Style		
02	Kitchen Style		
3	Num Kitchens		
0	Fireplaces		
0	Extra Openings		
0	Prefab Fpl(s)		
100	% Basement		
0	Bsmt Garage(s)		
0	% Fin Bsmt		
0	% Rec Room		
0	% Semi FBM		

COST/MARKET VALUATION

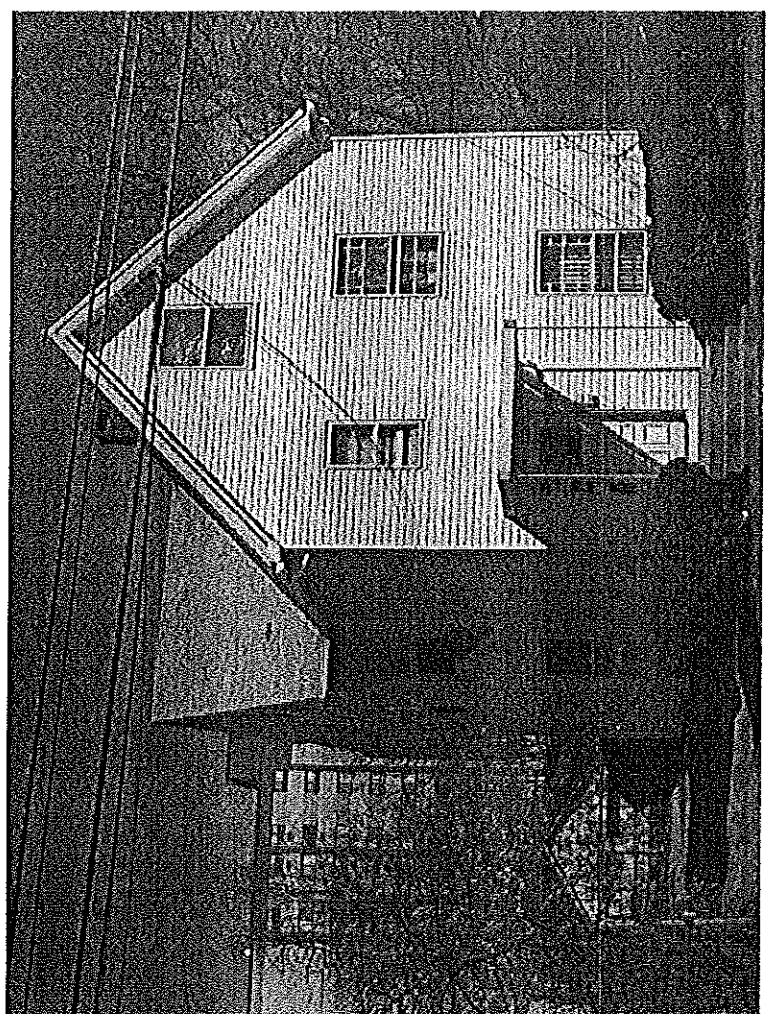
Adj. Base Rate:	63.05
Replace Cost	208,877
AYB	1903
EYB	1976
Dep Code	A
Remodel Rating	1970
Year Remodeled	35
Dep %	1
Functional Obslnc	65
External Obslnc	135,770
Cost Trend Factor	0
Condition	0
% Complete	0
Overall % Cond	0
Apprais Val	0
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Descript	LB	Units	Unit Price	Yr	Gde	Dp	Rt	Chd	%Chd	Apr Value
FGRI	Garage	L		600	20.00	1985	C					60	7,200
FCP	Carpport	L		520	7.60	1975	C					40	1,580

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprac. Value
BAS	First Floor	1,142	1,142	1,142	63.05	72,000
BSM	Basement	0	1,142	343	18.94	21,625
CAN	Canopy	0	42	4	6.00	252
ENP	Enclosed Porch	0	134	54	25.41	3,405
FEX	Finished 55%	628	1,142	628	34.67	39,594
FUS	Finished Upper Story	1,142	1,142	1,142	63.05	72,000



CURRENT OWNER		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT	
Code	Description	Code	Description	Code	Description	Code	Description	Code	Description
A	Good	I	All	I	Paved			1-1	RES LAND
								1-3	DWELLING
								1-4	RES OUTBL
Additional Owners:		SUPPLEMENTAL DATA		ASSOC PID#		Total		Assessed Value	
Other ID: 0780-0040		Locn Suffix				188,060		131,650	
Homeowner Cr		Zoning R-4							
Census 5104		Res Area 2912.1							
VCS 1701		Non Res Area 0							
# Units 3		Lot Size .44							
Class Res									
GIS ID:									

RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		SALE PRICE		V.C.	
Yr.	Type	Amount	Code	Description	Number	Amount	Comm. Int.	Yr.	Code
		3260/13	I	08/08/2011	B01	200,000		2010	B
		1683/115	I	05/28/1997	U	200,000		2010	A
		1343/21	I	06/02/1987	Q	200,000		2010	A
		1061/26	I	06/02/1987	Q	130,000		2010	A
		986/186	I	08/05/1986	Q	39,500			
		557/184	I	12/03/1974	Q				
DELLARIPA GARY									
DELLARIPA EVELYN V									
DELLARIPA JOHN N & EVELYN V									
DELLARIPA JOHN N EVELYN V & GARY J									
SNYDER STEVEN & JOANNE B									
PHILBIN, MICHAEL T & ANNA C									

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Description	Amount	Comm. Int.
Total:		141,240	

ASSESSING NEIGHBORHOOD	
NBHD/SUB	Street Index Name
0001/A	Tracing
Notes	

YEAR BUILT: CIRCA 1903. AT/CP 2002. B
 TO C COND 2006 REVAL.
 Appraised Bldg. Value (Card) 135,770
 Appraised XF (B) Value (Bldg) 0
 Appraised OB (L) Value (Bldg) 8,780
 Appraised Land Value (Bldg) 43,510
 Special Land Value 0
 Total Appraised Parcel Value 188,060
 Valuation Method: C
 Adjustment: 0
 Net Total Appraised Parcel Value 188,060

BUILDING PERMIT RECORD		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	Date
115010	11/29/2001	OT	02/16/2006
Amount 0		% Comp. 0	IS ID Cd.
Description		MP	62
Purpose/Result		Estimated	

LAND LINE VALUATION SECTION		Special Pricing		S Adj Fact	
Zone	Depth	Units	Price	Adj.	Land Value
R4	72	0.44 AC	60,802.00	1.00 17	43,510
Total Card Land Units: 0.44 AC		Parcel Total Land Area: 0.44 AC		Total Land Value: 43,510	

VISION

2326 0780-0040 3260 59 Hartz Lane East Hartford, CT 06111-8000
 Page 03 Price 13
 Property Location and Identification
 3 Family 1.58
 2 Story Height 64.60
 2 Story Design/Style Conversion -18.46
 Foundation/Basement Full Basement
 Metal/Vinyl
 5a Common Wall
 1 Roof Type Dormers/Gab 4.61
 2a Roof/Floor System Wood Joist
 7 Floor Finish Hard Wood
 Interior Finish Plaster/Equip
 Attic Finish Full Finished
 Basement Finish None
 3 Heating Hot Water
 7a A/F Conditioning None
 10 Plumbing Fixtures 3 Baths
 1 Building/Other Features
 Assessment Change Report
 and 22,620 166
 56,410 169
 8,410 100
 85,040 166
 45,000 119
 236,000 58
 1a Listed/Vcs 1/5F 2,912 69.29
 1b Sp
 1c Sale/SF
 1d Sale/Un
 1e T/N

01 1,142 BP 92.28
 01 160 CF
 7.13 ADP 92.28
 East Hartford Connecticut
 Card 01
 Of 01

6 +7+10
 8 -8-4
 1#+2 -6+7
 14.A
 14.B
 14.C
 14.D
 14.E
 14.F
 14.G
 14.H
 14.I
 14.J
 14.K
 14.L
 14.M
 14.N
 14.O

Principal Building and Addition Description
 +14A#-3+3#+13A+3#+19+20-11-4-8+8-16A-3-3#-14-2014

Principal Building Add/Deduct Single Floor Area Price
 2S/FR/B 80.01 1,142 172.29 196,753
 EP 080 70 144.29 10,100
 EP/EP 120 32 261.17 8,351
 CPY 010 42 20.39 851

Assessor Transaction Information
 Listed MP 02/16/2006 216,068
 Verified Estimated 02/16/2006
 Reviewed
 Action X
 Action Date 10/01/2006 # REVAL
 Print Date 01/17/2012 11:01
 Version 17.20 (Build 11006)
 (c) Copyright 1987-2015, SJR Technology, Inc.

15 Class 03.55 16 Repl Val R-Normal 216,068
 16a CF (1.00)
 17 Norm Cond
 18a Market
 18b Market
 19 Accrued 63 20 Appraised 136,120
 20 Other 85
 20 Appraised 136,120

Additional Owners/Assessment History
 2010 141,240 Dellaripa Evelyn V Year Built
 2005 85,040 Dellaripa Evelyn V Additions
 2001 83,100 Dellaripa Evelyn V Modernized
 2000 91,680 Dellaripa Evelyn V Effective
 1996 91,680 Dellaripa John N & Evelyn Mos Rooms 13
 1992 46,710 Dellaripa John N & Evelyn Mos Rooms 7
 1990 46,710 Dellaripa John N & Evelyn Mos Bedrooms
 1986 46,710 Snyder Steven & Joanne Utilities
 1985 46,710 Philbin, Michael T & Ann Street
 1980 16,850 Philbin, Michael T & Ann Topography
 Res Area Paved
 Non-res Area 2,912 Good
 2,912

DETACHED GARAGE, OUTBUILDING, ALL OTHER & MISC ITEMS
 Units Item Code Repl Value Btm Mkt Acct Appraised Value
 60SF G/3C 051 16,320 60 60 9,79
 52SF AT/CP 020 5,564 40 40 2,23


Sale Date Qual Sale Price Vol Page Grantee
 05/28/1997 200,000 1683 115 Dellaripa Evelyn V
 06/02/1987 Y 200,000 1061 26 Dellaripa John N Evelyn V
 06/02/1987 Y 200,000 1343 21 Dellaripa John N & Evelyn V
 08/05/1986 Y 130,000 986 186 Snyder Steven & Joanne B
 12/03/1974 Y 39,500 557 184 Philbin, Michael T & Anna

Land Value 66,240 Land Class Res Z/L 65 Land Zone R-4 VCS Land Rate / Market 690
 Market Influence Condition Eched Val Rate Area/Units
 690 66,240 96
 66,240 0.44
 LAND SUMMARY TOTALS 66,240 0.44

APPROPRIAL VCS Z/L 65 Item Count
 53,650 Land 1
 136,120 Building 1
 12,020 Outbldgs 2
 201,790 TOTAL 2
 45,000 ASSESSMENT 37,550
 95,280
 8,410
 141,240

YEAR BUILT: CIRCA 1903. AT/CP 2002. B TO C COND 2006 REVAL.

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: January 31, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENTS/REAPPOINTMENTS – Boards & Commissions

I am recommending the following appointments/reappointments to the Town Boards and Commissions:

	<u>BOARDS OF ASSESSMENT APPEALS</u>		<u>TERM EXPIRES</u>
R	Travis J. Simpson	119 Naubuc Avenue	12/13
	<u>COMMISSION ON SERVICES FOR PERSONS WITH DISABILITIES</u>		
R	Peter R. Gero	132 Sandra Drive	12/13
R	Bernard Corona	27 Winding Lane	12/13
	<u>ECONOMIC DEVELOPMENT COMMISSION</u>		
R	Jack W. Jacobs	505 Burnside Ave., C14	12/14
	<u>EMERGENCY MEDICAL SERVICES</u>		
R	Scott E. Bettinger	18 Brook Street	12/13
	<u>FINE ARTS COMMISSION</u>		
R	Judith A. Okeson	44 Syracuse Drive	12/16
	<u>INLAND WETLANDS/ENVIRONMENT COMMISSION</u>		
R	Jen Adkins	18 Brook Street	12/14
	<u>INSURANCE COMMITTEE</u>		
R	Anita M. Morrison	47 Woodbridge Avenue	12/14
	<u>LIBRARY COMMISSION</u>		
R	Valerie Fearn Scheer	140 Ridgewood Road	12/14
R	Anita M. Morrison	47 Woodbridge Avenue	12/14

PATRIOTIC COMMISSION

R Melodie D. Wilson 272 Goodwin Street 12/14

R Eugene Pushefski Sr. 58 Barbara Drive 12/14

PERSONNEL APPEALS BOARD

ALTERNATE

R Valentine P. Povinelli Jr. 97 Langford Lane 12/14

ZONING BOARD OF APPEALS

R James McElroy 59 Melton Drive 12/16

R J Lou Ramos 153 Roxbury Road 12/13

ALTERNATE:

R Carl Smith 75 Long Hill Street 12/14

Please place on the Town Council Agenda for February 7, 2012. Thank you.

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

DATE: January 31, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: APPOINTMENTS/REAPPOINTMENTS – Boards & Commissions

I am recommending the following appointment/reappointments to the Town
Boards and Commissions:

<u>BEAUTIFICATION COMMISSION</u>			<u>TERM EXPIRES</u>
D	Pat Sirois	45 Jefferson Lane	12/14
D	Antonino Russo	141 Colby Drive	12/14
D	Dolores Kehoe	190 Andover Road	12/14
<u>BOARD OF ASSESSMENT APPEALS</u>			
D	Brenda Eighmey	205 O'Connell Drive	12/14
D*	Stephen J. Watkins	11 Phillips Farm Road	12/14
<u>BOARD OF ETHICS</u>			
D	Paul Sousa	56 Columbus Blvd	12/14
<u>COMMISSION ON AGING</u>			
D	MaryAnn O. Lee	446 Main Street, Apt 403	12/14
D	Marie Frederickson	26 Elm Street	12/14
<u>COMMISSION ON SERVICES FOR PERSONS WITH DISABILITIES</u>			
D	Marie Beaulier	41 Applegate Lane, # 203	12/13
D*	Lydia Gonzalez	705 Burnham Street	12/13
D*	Iris M. Martin	21 Silver Lane, B-1	12/13
D	Stephen I. Watkins	11 Phillips Farm Road 06118	12/13
<u>EMERGENCY MEDICAL SERVICES</u>			
D	Catherine Condio	19 Blinn Street	12/13
D	Dorese Roberts	1454 Silver Lane	12/13

FINE ARTS COMMISSION

D Susan Tukey 51 Cheyenne Road 12/16

HISTORIC DISTRICT COMMISSION

D Steven T. Hudak 282 Chester Street 12/16

D* Karen D. Bonzani 50 Bedford Avenue 12/12

HOCKANUM RIVER COMMISSION

D Bruce Jokubitis 11 Kingston Drive 12/14

D* Timothy D. Larson 33 Gorman Place 12/14

G Christine Durrer 15 Rose Street 12/14

D* Stacy Smith 438 Broad St., Windsor 12/14

D David M. Cannell 25 Park Street, Manchester 12/14

U Peter Klock 94 Sunset Ridge 12/14

U Paula Saaf 50 Chapman Place 12/14

U Anthony Hollister 907 Forbes Street 12/14

INLAND WETLANDS/ENVIRONMENT COMMISSION

D Judith Shanahan 29 Whitney Street 12/15

D Daniel O'Dea 137 Madison Street 12/15

D James E. Reik 235 East River Drive, #1005 12/15

ALTERNATE

D Stephen I. Watkins 11 Phillips Farm Road 12/15

INSURANCE COMMITTEE

D Ellen McCreedy 39 Greene Terrace 12/13

D Joseph Carlson 1392 Silver Lane 12/14

LIBRARY COMMISSION

D Anthony Foran 120 King Street 12/14

PATRIOTIC COMMISSION

D Patricia Begley 18 Springside Avenue 12/14

D Susan Tukey 51 Cheyenne Road 12/14

D Vincent Parys 1408 Silver Lane 12/14

PATRIOTIC COMMISSION (1 Year Appointments)

DAV-Bernard Corona 27 Winding Lane 12/13

VFW-Edward Dettore 54 Garden Street 12/13

Veteran Affairs

Commission-Paul Barry 23 Candlewood Drive 12/13

PERSONNEL APPEALS BOARD

D Shaun Jones 37 Kenyon Place 12/14
D Paul Sousa 56 Columbus Street 12/14

ALTERNATE

D Lynn Kayser 23 Dartmouth Drive 12/14

PLANNING AND ZONING COMMISSION

D Kathleen Salemi 17 Pheasant Lane 12/14

PROPERTY MAINTENANCE CODE BOARD OF APPEALS

D Patricia Sirois 45 Jefferson Lane 12/16

PUBLIC BUILDING COMMISSION

D Daniel DePietro 951 Forbes Street 12/16

REDEVELOPMENT AGENCY

D Robin Pearson 235 East River Drive, Unit 904 12/16

VETERANS AFFAIRS

U Paul Barry 23 Candlewood Drive 12/12

ZONING BOARD OF APPEALS

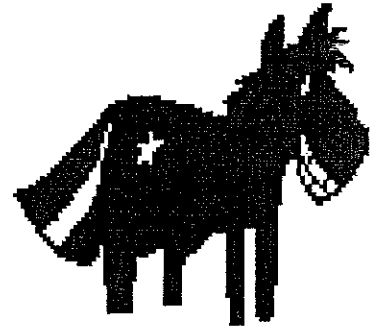
ALTERNATES

D* Carol Noel 102 Christine Drive 12/14
D* Richard DeCrescenzo 64 Hickory Drive 12/13

Please place on the Town Council Agenda for February 7, 2012. Thank you.

* NEW APPOINTEES

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



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

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

Democratic Town Committee Chairman, Patricia W. Gately

-Please print and complete the following information in full-

1. Stephen J. Watkins
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 11 Phillips Farm Rd 06115-1258
Street Address Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. (860) 568-1083
Home Phone

5. (860) 305-2312
Cell Phone

6. StevWatK@AOL.com
Personal e-mail address

7. Retired
Occupation

8. _____
Employer

9. _____
Employer/Work Address

10. _____
Work Phone

11. 13
Formal Education Level Achieved

12. _____
Ethnicity (Optional)

13. 36
Years as E. Htfd. Resident

14. Tax Assessor Appeal
Name of Board or Commission you would like to serve on

15. Inland Wetlands
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. "Give back" to town for many yrs. as happy resident
*Your reason for being interested in serving our Town in this capacity

17. Pay's close attention to detail; strong proponent/follower of law
*List any qualifications you believe will be an asset to the board or commission or which you wish to serve

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

18. Stephen J. Watkins
YOUR SIGNATURE

19. 12/14/2011
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Margaret A. Byrne

Voter Registration Information Certified by Voter Registrar

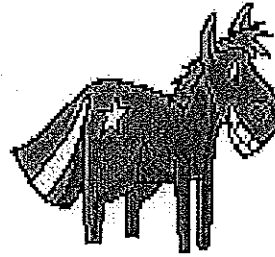
Margaret A. Byrne

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

Catherine F. Conditio
Catherine F. Conditio Secretary
(Revised 11.13.11)

TAX Assessment Board of Appeals
1.4.12
Date

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



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

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

Democratic Town Committee Chairman, Patricia W. Gately

Please print and complete the following information in full.

1. Lydia Gonzalez 2. 705 Burnham St., 06108
Your name exactly as it appears on the E. Htfd. Voter Registration List Street Address Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. 860-904-7039 5. 860-559-9613 6. lgonzalez705@comcast.net
Home Phone Cell Phone Personal e-mail address

7. Administrative Assistant 8. Connecticut Housing Coalition
Occupation Employer

9. 30 Jordan Lane, Wethersfield, CT 06109 10. 860-563-2943, ext. 10
Employer/Work Address Work Phone

11. B.S. Degree in Human Services 12. Puerto Rican 13. 2
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident

14. Commission on Services for Persons with Disabilities - 2nd preference
Name of Board or Commission you would like to serve on

15. See attached
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. See attached
*Your reason for being interested in serving our Town in this capacity

17. See attached
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Lydia Gonzalez 19. 12/12/11
YOUR SIGNATURE DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member 12/14/11
Voter Registration Information Certified by Voter Registrar Margaret G. Ryan

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

Commission on Services Person with Disabilities
Catherine F. Condit 1-5-12
Catherine F. Condit Secretary Date

(Revised 8-12-11)

THIS FORM IS TO BE USED TO REQUEST NOMINATION TO A POSITION BY THE EAST HARTFORD DEMOCRATIC TOWN COMMITTEE AND WILL BE SUBMITTED TO ITS PERMANENT NOMINATING COMMITTEE FOR CONSIDERATION.



Democratic Town Committee Chairman, P. J. (Bud) Salem

-Please print and complete the following information in full-

1. Iris M Martin
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 21 Silverlane^{B1} 06118
Street Address Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. 860-461-0158 Home Phone
5. 5860816-5222 Cell Phone

6. Treedestate@aol.com
Personal e-mail address

7. Processor
Occupation

8. USPS
Employer

9. 141 Weston St Htfd Ct
Employer/Work Address

10. 860 524 6110
Work Phone

11. Diploma
Formal Education Level Achieved

12. African American
Ethnicity (Optional)

13. 11 yrs
Years as E. Htfd. Resident

14. Commission on Services for Persons with Disabilities
Name of Board or Commission you would like to serve on

15. E.H. Childplan, President of Comb Assoc, safety captain for over 10 yrs at job and emp was
*Community based activities and/or civic/volunteer organizations activities you have participated in secretary for Alliance group in Htfd.

16. To become more involved and to help the town and residents.
*Your reason for being interested in serving our Town in this capacity

17. I try to be aware of rules laws for disabilities and have helped alot of people find in
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve services available, or their rights in certain situations

18. Iris M Martin
YOUR SIGNATURE

19. 10-24-11
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Margaret A Byrne

Voter Registration Information Certified by Voter Registrar

Margaret A Byrne

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

Commission on Services people with Disabilities

Catherine F. Condit
Catherine F. Condit Secretary
(Revised 2-17-07)

1.5.12
Date

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



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Patricia W. Gately

-Please print and complete the following information in full-

1. KAREN D BOZZANI
Your name exactly as it appears on the E. Htfd. Voter Registration List
2. 50 Bedford Ave. 06118
Street Address Zip Code
3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY _____
4. 860-518-0815 5. 860-983-7704
Home Phone Cell Phone
6. www.easthartfordnow.com
Personal e-mail address
7. Mea associate
Occupation
8. The Home Depot
Employer
9. 80 Buckland Hills Dr. Manchester
Employer/Work Address
10. 860-983-7704
Work Phone
11. High school
Formal Education Level Achieved
12. White
Ethnicity (Optional)
13. 35
Years as E. Htfd. Resident

14. Historic District Commission
Name of Board or Commission you would like to serve on
15. Rebuilding Hope xmas Eve April w/ The Home Depot
*Community based activities and/or civic/volunteer organizations activities you have participated in
16. I love learning about this town and all its rich history!
*Your reason for being interested in serving our Town in this capacity
17. I love people, this great town, all historical aspects of E.H.
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Karen D. Bozzani
YOUR SIGNATURE
19. 1-19-2012
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

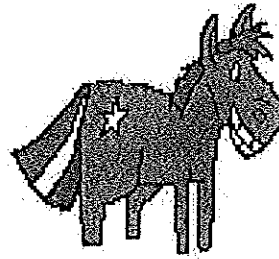
Voter Registration Information Certified by Voter Registrar

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

Historic Commission
of Fondio
Catherine F. Conditio - Sec.

1-22-12

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



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Democratic Town Committee Chairman, Patricia W. Gately

-Please print and complete the following information in full-

1. Timothy D. LARSON
Your name exactly as it appears on the E. Hfd. Voter Registration List
2. 33 Coeman Pl.
Street Address Zip Code
3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY
4. 860291-9635
Home Phone
5. _____
Cell Phone
6. MAYALLARSON1210@yahoo.com
Personal e-mail address
7. Executive Director
Occupation
8. Tweed New Haven Regional Airport
Employer
9. 155 Burr St.
Employer/Work Address
10. 803-466-8833
Work Phone
11. BA ECSC
Formal Education Level Achieved
12. _____
Ethnicity (Optional)
13. 52
Years as E. Hfd. Resident
14. Hockanum River Commission
Name of Board or Commission you would like to serve on
15. Hfd. Mountain Board of Directors
*Community based activities and/or civic/volunteer organizations activities you have participated in
16. I like the town
*Your reason for being interested in serving our Town in this capacity
17. used to skate on it and fish for Red Chub
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. [Signature]
YOUR SIGNATURE
19. 12/30/11
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Voter Registration Information Certified by Voter Registrar

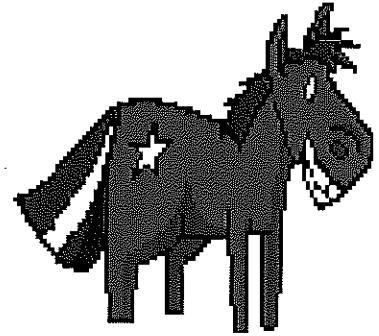
At a duly called meeting of the E. Hfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Hockanum River Commission

[Signature]
Catherine F. Condo Secretary
(Revised 8-12-11)

1.5.12
Date

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



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

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

Democratic Town Committee Chairman, P. J. (Bud) Salemi

-Please print and complete the following information in full-

1. Stacy Smith
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 438 Broad St,
Street Address
Windsor, CT 06095
Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED

MINOR PARTY

4. 860 371 7153
Home Phone

5. 860 371 7153
Cell Phone

6. Stacy SA@juno.com
Personal e-mail address

7. Teacher
Occupation

8. High Touch High Tech
Employer

9. 11 Tubb Springs Ct, Weston, CT
Employer/Work Address

10. _____
Work Phone

11. Masters
Formal Education Level Achieved

12. _____
Ethnicity (Optional)

13. _____
Years as E. Htfd. Resident

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

15. Clean up work on the Hockanum River.
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. I am an active volunteer, enjoy kayaking and hiking along the river and would like a voice in decisions regarding
*Your reason for being interested in serving our Town in this capacity

17. I have a degree in environmental science and am currently a science teacher
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Stacy Smith
YOUR SIGNATURE

19. 12-7-11
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____

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

Catherine F. Condio Secretary
(Revised 2-17-07)

Date

INTER-OFFICE MEMORANDUM

DATE: January 20, 2012
TO: Mayor Marcia A. Leclerc
FROM: Margaret A. Byrnes, Chairperson Patriotic Commission
RE: ONE-YEAR REAPPOINTMENTS

The Patriotic Commission respectfully requests reappointment of one-year term members to the Patriotic Commission for 2012 as follows:

Bernard Corona
Disabled American Veterans
27 Winding Lane
East Hartford, CT 06118

Paul Barry
Veterans Affairs
27 Candlewood Drive
East Hartford, CT 06118

Edward M. Dettore
VFW
54 Garden Street
East Hartford ,CT 06108

Thank You

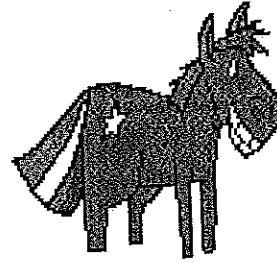
cc: Robert Pacek, Town Clerk
Tatia Lewis, Office of the Mayor

RECEIVED

JAN 31 2012

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

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



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Democratic Town Committee Chairman, Patricia W. Gately

-Please print and complete the following information in full-

1. Carol Anne Noel
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 2102 Christine Drive 06108
Street Address Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. (860) 528-6902 Home Phone
5. (860) 361-7558 Cell Phone
6. jnoel102@ATT.NET Personal e-mail address

7. Retired Occupation
8. N/A Employer

9. N/A Employer/Work Address
10. N/A Work Phone

11. * High School Formal Education Level Achieved
12. _____ Ethnicity (Optional)
13. Lifetime Years as E. Htfd. Resident

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

15. Girl Scouts, E.H Summer Youth Festival, Bd. of Directors Credit Union
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. Involvement in the Community
*Your reason for being interested in serving our Town in this capacity

17. 26 years as Town Employee
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Carol A. Noel YOUR SIGNATURE
19. 4/16/12 DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member Margaret A. By

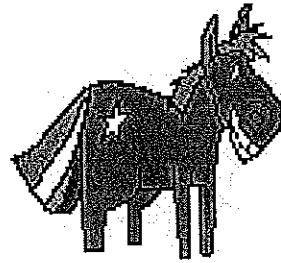
Voter Registration Information Certified by Voter Registrar Margaret A. By

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

Catherine F. Condio
Catherine F. Condio Secretary
(Revised 11-12-09)

1.25.12
Date

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



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Democratic Town Committee Chairman, Patricia W. Gately

-Please print and complete the following information in full-

1. Richard F. DeCrescenzo, Jr. 2. 64 Hickory Dr. East Hartford, CT 06118
Your name exactly as it appears on the E. Htfd. Voter Registration List Street Address Zip Code

3. **PARTY AFFILIATION** DEMOCRAT UNAFFILIATED MINOR PARTY _____

4. 860-569-3258 5. 860-803-5645 6. rfdecrescenzo@gmail.com
Home Phone Cell Phone Personal e-mail address

7. Unemployed 8. _____
Occupation Employer

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

11. Masters of Science 12. White 13. 38
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident

14. _____ Zoning Board of Appeals.
Name of Board or Commission you would like to serve on

15. _____ Worked for various political campaigns.
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. _____ I would like to get more involved in town government.
*Your reason for being interested in serving our Town in this capacity

17. _____ I have worked in landscaping and construction.
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. [Signature]
YOUR SIGNATURE

19. 1/6/2012
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member [Signature]

Voter Registration Information Certified by Voter Registrar [Signature]

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

Zoning Board of Appeals

[Signature] 1.25.12
Catherine F. Condo Secretary Date
(Revised 11/13/11)