

Robert J. Paek

2012 AUG 20 P 2: 13

TOWN CLERK
EAST HARTFORD

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
AUGUST 21, 2012

REVISED 08-20-12

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
 - A. **Beautification Commission Awards:**
 - ❖ **July 2012 Recipients:**
 - Residential – The Barry Family, 5 Lehigh Drive
 - Business – Wells Fargo Bank, 18 Main Street
 - ❖ **August 2012 Recipients:**
 - Residential – The Mensah Family, 216 Goodwin Street
 - Residential – The Kramer Family, 206 Cambridge Drive
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. August 7, 2012 Executive Session/Standish
 - B. August 7, 2012 Public Hearing/Bond Referendum: Roads & EHMS Window Walls
 - C. August 7, 2012 Regular Meeting
 - D. August 14, 2012 Special Joint Meeting/East Hartford Housing Authority
6. COMMUNICATIONS AND PETITIONS
 - A. Responses to Questions Asked of Administration – August 7, 2012 meeting
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Charter Oak Greenway Project Grant
 - B. Bond Referenda:
 1. Road Improvements
 2. East Hartford Middle School Window Walls Replacement
 - C. **Appointment to Planning and Zoning Commission: Travis Simpson**
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

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

12. ADJOURNMENT (next meeting: September 4, 2012)

Robert J. Poock

2012 AUG 13 A 10:43

TOWN COUNCIL MAJORITY OFFICE

AUGUST 7, 2012

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

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 Esther B. Clarke

ABSENT Vice Chair William P. Horan, Jr.

ALSO Fire Chief John Oates

PRESENT Frank Cassetta, Assistant Corporation Counsel
Alexandria Voccio, Attorney for Town of East Hartford

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:41 p.m.

MOTION By Eric Thompson
seconded by Marc Weinberg
to **go into** Executive Session to discuss the case of Jeffrey Standish v. Town of East Hartford.
Motion carried 8/0.

MOTION By Eric Thompson
seconded by Marc Weinberg
to **go back to** Regular Session.
Motion carried 8/0.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Marc Weinberg
to **adjourn** (7:00 p.m.)
Motion carried 8/0.

Attest

Richard F. Kehoe

Richard F. Kehoe
Town Council Chair

Robert J. Boak

2012 AUG 13 A 10:43

TOWN CLERK
EAST HARTFORD

TOWN COUNCIL CHAMBERS

740 MAIN STREET

EAST HARTFORD, CONNECTICUT

AUGUST 7, 2012

PUBLIC HEARING/PROPOSED BONDS FOR ROAD IMPROVEMENT AND WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL

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 Esther Clarke

ABSENT Vice Chair William P. Horan, Jr.

Chair Kehoe called the public hearing to order at 7:21 p.m.

The following is a copy of a legal notice published in the Tuesday, July 24, 2012 edition of the Hartford Courant.

=====
LEGAL NOTICE

The Town Council of the Town of East Hartford will meet in the Council Chambers on Tuesday, August 7, 2012 at 7:00 p.m. for the purpose of holding a public hearing on the following resolutions:

RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

A copy of said resolutions is on file open to public inspection at the office of the Town Clerk.

Angela Attenello
TOWN COUNCIL CLERK

The Chair summarized the two proposed bond issues that will be submitted to the residents of the town of East Hartford for referendum on Election Day, November 2012.

The first proposed bond issue is to continue the road improvement program in the town; the initial improvements were seen on the town's arterial roads, i.e., Hills Street, Goodwin Street, School Street, etc. This next bond will see improvements to neighborhood roads in both the north and south ends of the town.

The second proposed bond issue will be utilized to replace the vast amount of window walls at the East Hartford Middle School. Since this is a school project, the town will be eligible for a 74% state reimbursement of the full amount of \$5.7M – which equates to \$1.6M in the issuance of bonds.

The following citizens came forward:

Ron Stocker, 143 Fitzgerald Drive, (1) inquired on the re-pavement of Oak Street which has been under repair by the Metropolitan District Commission; (2) asked about the repair of Brewer Street; and (3) wanted an explanation on the difference between the appropriation amount and the bond issue amount for the window wall replacement at the East Hartford Middle School.

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) suggested that the list of roads to be repaired under the road bond be posted to the town's website; and (2) asked that the Town Council delay the proposed bond for at least a year, due to the economic downturn in the economy.

Kathy Lombardo, 334 Maple Street, (1) asked that the Town Council consider starting the public hearings a bit later in deference to the residents who attend; (2) inquired on the state reimbursement process for the proposed window wall bond; and (3) believes that there should be better communication between the residents and the Town Council when large bonds are being considered.

David Weaver, 40-42 Olde Roberts Street, has seen a significant increase in his real estate taxes and believes that the town should cut expenses to keep taxes low.

There being no further comments, the Chair adjourned the meeting at 8:04 p.m.

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

Robert J. Rossi

EAST HARTFORD TOWN COUNCIL

2012 AUG 13 A 10:43

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

AUGUST 7, 2012

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 Esther B. Clarke

ABSENT Vice Chair William P. Horan, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 8:05 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to honor the life of Francis "Frank" DeGregorio, who had served as the town's Park and Recreation Director several years ago. Mr. D., as he was commonly known, was a strong proponent of maintaining the town's parks for the enjoyment of the residents. He will be missed.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Richard Rivera, 11 Hills Street, is not in favor of the proposed Improve East Hartford program on tonight's agenda, but is in favor of the original Improve East Hartford which offered tax incentives for any neighborhood in town, regardless of zone or street. Mr. Rivera also commented that he would like a greater police presence to monitor the traffic approaching the stop sign at the corner of Hills and Forbes Streets.

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) asked that the Town Council be clear about what Improve East Hartford program is being sent to a public hearing; and (2) is concerned about Senate Bill 22 and the impact it could have on the Improve East Hartford program; and (3) asked that the proposed payback plan to HUD from the East Hartford Housing Authority be made available to the public prior to the special joint meeting to be held on August 14th.

Mayor Leclerc (1) stated that she is preparing specific data regarding the Improve East Hartford program to guide all in making an informed decision; (2) is hopeful that a meeting with the Capital Region Development Authority (CRDA) will allay any concerns regarding the powers of the CRDA and the Improve East Hartford program; (3) said that she is serving on the CRDA's search committee for hiring an Executive Director; (4) supports the Disaster Relief Grant on tonight's agenda; and (5) thanked Councillor Clarke for having served on the Library Commission.

APPROVAL OF MINUTES

July 17, 2012 Executive Session/East Hartford Education Association

MOTION By Barbara Rossi

seconded by Eric Thompson
to **approve** the minutes of the July 17, 2012 Executive Session/EHEA.
Motion carried 7/0. **Abstain:** Clarke

July 17, 2012 Executive Session/Glenn Vincent

MOTION By Barbara Rossi
seconded by Pat Harmon
to **approve** the minutes of the July 17, 2012 Executive Session/Glenn
Vincent.
Motion carried 7/0. **Abstain:** Clarke

July 17, 2012 Regular Meeting

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the July 17, 2012 Regular Meeting.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Resignation of Esther Clarke from the Library Commission

Chair Kehoe announced the resignation of Esther Clarke from the Library Commission due to her recent appointment to the Town Council.

NEW BUSINESS

Grant Application to the Economic Development Administration re: FY2012 Disaster Relief Opportunity

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

WHEREAS, the Economic Development Administration (EDA) intends to award investments through the FY 2012 Disaster Relief Opportunity in regions experiencing severe economic distress as a result of natural disasters that were declared as major Federal disasters between October 1, 2010 and September 30, 2011, and

WHEREAS, three (3) major Federal disasters affecting East Hartford were declared in the State of Connecticut on March 3, 2011 (snowstorm), August 27, 2011 (Hurricane Irene) and September 2, 2011 (Tropical Storm Irene), and

WHEREAS, East Hartford High School is classified as a Multi-Jurisdictional Shelter by the Connecticut Chapter of the American Red Cross and is recognized as such by the Capitol Region Council of Governments as well as the Department of Emergency Services and Public Protection and was utilized as an emergency shelter by residents as a direct consequence of incidents such as the aforementioned disasters and East Hartford Middle School may be utilized as an alternate place of refuge providing increased capacity for shelter overflow, and

WHEREAS, a study conducted by Van Zelm Engineers entitled "Standby Power Options" dated May 22, 2012 recommends permanent installation of generators with automatic power transfer capability at East Hartford

High School and East Hartford Middle School in order to improve operational reliability and reduce the probability of system failure in the event of prolonged power outages, and

WHEREAS, the Town of East Hartford wishes to make application to the FY 2012 Disaster Relief Opportunity in the amount of \$455,200 (80%) matched by \$113,800 (20%) from the Town in order to implement the recommendations of the "Standby Power Options" study which support disaster recovery and resiliency efforts.

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of East Hartford recognizes the need for funding these items under the EDA FY 2012 Disaster Relief Opportunity.

AND FURTHER BE IT RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Economic Development Administration as they may pertain to this Disaster Relief Opportunity grant.

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

Contingency Transfer: Republic and Democratic Primaries

MOTION By Marc Weinberg
seconded by Barbara Rossi
to approve the Contingency Fund transfer of \$32,003 to cover the costs associated with the Republican and Democratic primaries to be held in East Hartford on August 14, 2012 as follows:

From G9600-63492	Contingency Reserve	\$ 32,003
To G1300-60135	Election Officials	24,250
To G1300-62360	Election Day Expenses	4,253
To G1300-63227	Inspection of Voting Machines	1,500
To G1300-65212	Telephones	2,000

Motion carried 7/0. Abstain: Clarke

Improve East Hartford Program:

Review of Planning & Zoning Commission Report

Majority Leader Barbara Rossi stated that the resolution referred to the town's Planning and Zoning Commission at the June 19, 2012 Town Council meeting listed the areas to which the tax incentive would be applicable by street. After the Planning and Zoning Commission reviewed this resolution, their recommendation was that the areas to which the tax incentive would be applicable should be guided by zones – rather than streets. The Council decided to send both versions of the Improve East Hartford program resolution to a public hearing for comment by the town's residents.

Setting a Public Hearing Date re: Improve East Hartford Program

MOTION By Barbara Rossi
seconded by Eric Thompson
that, in accordance with the procedures set forth in §12-65(d)

Robert J. Paek

of the Connecticut General Statutes, the Town Council set a public hearing date of September 4, 2012 at 7:00PM in Town Council Chambers to hear public comment on the proposed Improve East Hartford Program, which will include Alternative A (East Hartford street) and Alternative B (areas by zone); such plans to be posted to the town's website prior to the September 4, 2012 for review. Motion carried 8/0.

Note: copies of the Improve East Hartford program, Alternatives A & B, follow these minutes.

Board of Education Capital Reserve Fund re: Barnes School, O'Connell School, East Hartford High School and East Hartford Middle School

MOTION By Ram Aberasturia
seconded by Barbara Rossi
that, in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council approve the Board of Education's request to expend \$500,000 from the Board of Education's Capital Reserve Account for the purposes of funding various repairs to Barnes School, O'Connell School, East Hartford High School and East Hartford Middle School.
Motion carried 5/3. Nays: Thompson, Harmon, Clarke

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Barbara Rossi reported that two homes on High Street and one home on Broad Street still have blue tarps draped over them.

Pat Harmon (1) asked that the Mayor's blight group (N.E.A.T.) continue to keep the Council informed of their progress; (2) suggested that the answers to Councillors' questions of the Administration at a Council meeting be communicated at the following Council meeting so that all citizens can be aware of the answers; and (3) requested an update on the progress of development in East Hartford.

Esther Clarke inquired if progress has been made on evaluating the mold in the basement of the Long Hill Golf Clubhouse and if the rent is current.

Corrected 08-14-12

Ram Aberasturia suggested that residents we could become more proactive by frequenting town businesses and restaurants.

Eric Thompson asked for a list of private roads and streets in East Hartford and what town services are being provided for those roads and streets.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Jeffrey Standish v. Town of East Hartford

MOTION By Barbara Rossi

to **accept** the recommendation of Corporation Counsel to fully and finally settle the case entitled Jeffrey Standish v. Town of East Hartford for the total sum of \$12,000.00.
Motion carried 5/3. Nay: Thompson, Harmon, Clarke

OPPORTUNITY FOR RESIDENTS TO SPEAK

Ron Stocker, 143 Fitzgerald Drive, inquired on the process the town uses in dealing with blighted properties and what relation these blighted properties have in the Improve East Hartford program.

Mayor Leclerc (1) reported that on Monday, July 30th and Tuesday, July 31st, the town participated in the Statewide Emergency Drill; (2) announced that East Hartford has been selected to participate in an out-of-state 4-day Incident Management Program. The Mayor has requested that the program be held locally to allow Councillors to participate; (3) stated that CL&P attended the Statewide Emergency Drill and shared with the town the new systems that they have installed to better communicate with their staff during an emergency situation; and (4) reported that in the town's 2000 Plan of Conservation and Development states that the town should have a rehabilitation incentive to revitalize the town's aging housing stock.

Rich Kehoe announced the special joint meeting with the East Hartford Housing Authority will be held on Tuesday, August 14th to review the proposed payback plan to HUD by the Housing Authority.

Marc Weinberg recognized the recent birthdays of Karen Howe, Chris Stone, John Larson, Kathy Salemi, Brenda Eighmey, Patty Byrnes and Sharon Fitzgerald.

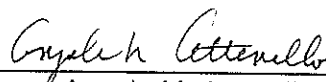
Barbara Rossi congratulated the Podunk Bluegrass Music Festival held at Dodd Stadium in Norwich for its success this past weekend.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Ram Aberasturia
to **adjourn** (10:10 p.m.).
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be on August 21, 2012.

Attest



Angela M. Attenello
TOWN COUNCIL CLERK

IMPROVE EAST HARTFORD PROGRAM

Alternative A

WHEREAS, the Town of East Hartford has many solid, stable neighborhoods that are wonderful places to live, raise children, and enjoy the company of friends and neighbors; and

WHEREAS, even in great neighborhoods, there are properties that are in need of repair or improvement and such properties have a detrimental impact on the value of well-maintained properties in such neighborhoods; and

WHEREAS, the Town of East Hartford has a strong, comprehensive blight ordinance that serves as an enforcement stick for property owners to meet minimum standards; and

WHEREAS, the East Hartford Town Council supports strong enforcement of this blight ordinance; and

WHEREAS, the East Hartford Town Council also wishes to establish a program of tax incentives to provide positive encouragement for property owners to invest in their properties, repair blighted conditions and enhance the structures on these properties in the same manner as is provided in certain circumstances to commercial property owners exclusively; and

WHEREAS, such tax incentive program will be established for a limited period of time and in designated areas in order to determine that whether such tax incentives will achieve the goal of providing critical incentives to improve and enhance property in the town of East Hartford.

NOW THEREFORE BE IT RESOLVED that:

1. Length of tax incentive:

- a. The East Hartford Town Council, pursuant to Connecticut General Statutes Section 12-65e, enacts the Improve East Hartford Program as described below for a period of two years from the effective date of the resolution which shall be ten days after publication of the adoption of such program by the East Hartford Town Council in a newspaper of general circulation in the town of East Hartford.

2. Areas to which the tax incentive is applicable:

- a. The Improve East Hartford Program shall be established for properties that border the following streets: (a) Park Avenue, St. Regis Street, Michael Avenue, Deerfield Court, Deerfield Avenue, Columbus Street, Columbus Circle, Laurel Street, Melrose Avenue, Garden Street, Franklin Street, (b) Great Hill Road, Higbie Drive, Chandler Street, Easton Street, Woodlawn Circle, Indian Hill Street, Community Street, Harmony Street, Home Terrace, (c) Burnside Avenue, from Main Street to the intersection of Larrabee Street, Francis Street, William Street, Hanmer Street, Tolland Street from the intersection of Burnside Avenue to the intersection of Francis Street, Moore Avenue, Elmer Street, Zebulon Street, Bidwell Avenue, Ann Street, Signor Street, Latimer Avenue, Turtle Creek Drive, Kenyon Place, Ambrose Terrace, Bigelow Street, Clark Street, Rosenthal Street, Rector Street; (d) Sisson Avenue, Lilac Street, Brown Street, Smart

Street, Pratt Street, Whiting Road, Risley Street; (e) Silver Lane from the intersection of Forbes Street to the intersection of Main Street, Prestige Park Circle, Prestige Park Road; (f) Woodycrest Drive, Ferncrest Drive, Cross Drive, Pinecrest Street

3. The eligibility for the tax incentives shall be as follows:
 - a. The proposed Rehabilitation must increase the assessed value of the improvements upon residential or nonresidential, real property by at least the percentages outlined in the assessment deferral schedules set forth herein.
 - b. For residential real property, the existing structure that is the subject of the proposed Rehabilitation must be at least twenty-five years old. Improvements may be required to include exterior renovations. The construction of new multi-family rental housing or cooperative housing units will not be eligible for assessment deferral.
 - c. For non-residential real property, the existing structure that is the subject of the proposed Rehabilitation must be at least thirty years old. Improvements may be required to include exterior renovations.
 - d. All necessary permits including building, zoning, wetlands and special use, shall be acquired prior to application for the assessment deferral.
 - e. The Rehabilitation must be completed within one year of the approval of the application for the assessment deferral.
 - f. The property is not owned by a non-profit organization.
 - g. The improvement shall not be funded by a town grant or loan.
 - h. The Rehabilitation must be compatible with the East Hartford Plan of Conservation and Development and consistent with the Town's Subdivision, Zoning and Inland/Wetlands regulations.
 - i. All taxes due to the Town of East Hartford for the applicable real property (and the improvements thereon) shall be current.

4. The application process shall be as follows:
 - a. any owner of real property may prepare and present an application for deferral of increased assessment of real property resulting from rehabilitation of real property in the Rehabilitation Area to the Assessor, who shall determine the existing assessment for the existing improvements thereon, and the proposed adjusted assessment based on the completion of the Rehabilitation as submitted. The Assessor will provide such determination to the Development Director, who shall work with the Corporation Counsel to prepare a tax deferral agreement. Each application shall include a fifty dollar non-refundable application fee.
 - b. the Assessor shall approve the exemption upon the issuance of a certificate of occupancy, if required, and the final inspection and certification by the Director of Inspections and Permits that the Rehabilitation and the structures or facilities being Rehabilitated are in conformance with these criteria and all applicable provisions of the State Building Code, state Health Code and all local Housing Codes.

5. The tax deferral shall be as follows:

RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (10 %)

YEARS

1	100%
2	75%
3	50%
4	25%

NON-RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (25 %)

YEARS

1	100%
2	83%
3	67%
4	50%
5	37%
6	20%
7	7%

NON-RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (50% or greater)

YEARS

1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

6. Any tax deferral issued pursuant to this program shall be terminated prior to the applicable expiration date contained in section 5 if:

- a. the property is no longer being used in the manner described in the application.
- b. the property is not in compliance with all town ordinances and codes, including but not limited to building, housing, health and safety codes.
- c. the property owner fails to pay any property taxes by the date on which interest shall be charged pursuant to state law
- d. the residential property is no longer owner-occupied.

7. Additional provisions:

- a. Residential properties where the Rehabilitation does not meet the ten per cent increased value percent, but does increase the assessed value by at least five percent, shall have their Town permit fees waived with respect to the Rehabilitation.
- b. Non-residential properties where the Rehabilitation does not meet or exceed a twenty-five percent increase in value, but does increase the assessed value by at least five percent, shall have their Town permit fees waived with respect to the Rehabilitation
- c. In the event of a general revaluation in any year after the year in which such Rehabilitation is completed resulting in any increase in the assessment on such real property, only that portion of the increase resulting from such Rehabilitation shall be deferred. Also, in the event of a general revaluation in any year after the year in which such Rehabilitation is completed, such deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such real property as a result of such general revaluation.

IMPROVE EAST HARTFORD PROGRAM

Alternative B

WHEREAS, the Town of East Hartford has many solid, stable neighborhoods that are wonderful places to live, raise children, and enjoy the company of friends and neighbors; and

WHEREAS, even in great neighborhoods, there are properties that are in need of repair or improvement and such properties have a detrimental impact on the value of well-maintained properties in such neighborhoods; and

WHEREAS, the Town of East Hartford has a strong, comprehensive blight ordinance that serves as an enforcement stick for property owners to meet minimum standards; and

WHEREAS, the East Hartford Town Council supports strong enforcement of this blight ordinance; and

WHEREAS, the East Hartford Town Council also wishes to establish a program of tax incentives to provide positive encouragement for property owners to invest in their properties, repair blighted conditions and enhance the structures on these properties in the same manner as is provided in certain circumstances to commercial property owners exclusively; and

WHEREAS, such tax incentive program will be established for a limited period of time and in designated areas in order to determine that whether such tax incentives will achieve the goal of providing critical incentives to improve and enhance property in the town of East Hartford.

NOW THEREFORE BE IT RESOLVED that:

1. Length of tax incentive:
 - a. The East Hartford Town Council, pursuant to Connecticut General Statutes Section 12-65e, enacts the Improve East Hartford Program as described below for a period of two years from the effective date of the resolution which shall be ten days after publication of the adoption of such program by the East Hartford Town Council in a newspaper of general circulation in the town of East Hartford.
2. Areas to which the tax incentive is applicable:
 - a. All properties except those in the following zones: R-1, R-2, DDD-I and DDD-II
3. The eligibility for the tax incentives shall be as follows:
 - a. The proposed Rehabilitation must increase the assessed value of the improvements upon residential or nonresidential, real property by at least the percentages outlined in the assessment deferral schedules set forth herein.
 - b. For residential real property, the existing structure that is the subject of the proposed Rehabilitation must be at least twenty-five years old. Improvements may be required to include exterior renovations. The construction of new multi-family rental housing or cooperative housing

units will not be eligible for assessment deferral.

- c. For non-residential real property, the existing structure that is the subject of the proposed Rehabilitation must be at least thirty years old. Improvements may be required to include exterior renovations.
- d. All necessary permits including building, zoning, wetlands and special use, shall be acquired prior to application for the assessment deferral.
- e. The Rehabilitation must be completed within one year of the approval of the application for the assessment deferral.
- f. The property is not owned by a non-profit organization.
- g. The improvement shall not be funded by a town grant or loan.
- h. The Rehabilitation must be compatible with the East Hartford Plan of Conservation and Development and consistent with the Town's Subdivision, Zoning and Inland/Wetlands regulations.
- i. All taxes due to the Town of East Hartford for the applicable real property (and the improvements thereon) shall be current.

4. The application process shall be as follows:

- a. any owner of real property may prepare and present an application for deferral of increased assessment of real property resulting from rehabilitation of real property in the Rehabilitation Area to the Assessor, who shall determine the existing assessment for the existing improvements thereon, and the proposed adjusted assessment based on the completion of the Rehabilitation as submitted. The Assessor will provide such determination to the Development Director, who shall work with the Corporation Counsel to prepare a tax deferral agreement. Each application shall include a fifty dollar non-refundable application fee.
- b. the Assessor shall approve the exemption upon the issuance of a certificate of occupancy, if required, and the final inspection and certification by the Director of Inspections and Permits that the Rehabilitation and the structures or facilities being Rehabilitated are in conformance with these criteria and all applicable provisions of the State Building Code, state Health Code and all local Housing Codes.

5. The tax deferral shall be as follows:

RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (10 %)

YEARS

1	100%
2	75%
3	50%
4	25%

NON-RESIDENTIAL

Tax Deferral Exemption Schedule of Increased Value
Required percent (25 %)

YEARS

1	100%
2	83%
3	67%
4	50%
5	37%
6	20%
7	7%

NON-RESIDENTIAL
Tax Deferral Exemption Schedule of Increased Value
Required percent (50% or greater)

YEARS

1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

6. Any tax deferral issued pursuant to this program shall be terminated prior to the applicable expiration date contained in section 5 if:

- a. the property is no longer being used in the manner described in the application.
- b. the property is not in compliance with all town ordinances and codes, including but not limited to building, housing, health and safety codes.
- c. the property owner fails to pay any property taxes by the date on which interest shall be charged pursuant to state law
- d. the residential property is no longer owner-occupied.

7. Additional provisions:

- a. Residential properties where the Rehabilitation does not meet the ten per cent increased value percent, but does increase the assessed value by at least five percent, shall have their Town permit fees waived with respect to

the Rehabilitation.

- b. Non-residential properties where the Rehabilitation does not meet or exceed a twenty-five percent increase in value, but does increase the assessed value by at least five percent, shall have their Town permit fees waived with respect to the Rehabilitation
- c. In the event of a general revaluation in any year after the year in which such Rehabilitation is completed resulting in any increase in the assessment on such real property, only that portion of the increase resulting from such Rehabilitation shall be deferred. Also, in the event of a general revaluation in any year after the year in which such Rehabilitation is completed, such deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such real property as a result of such general revaluation.

Robert J. Paack

2012 AUG 20 A 9:45

TOWN OF EAST HARTFORD
740 MAIN STREET

TOWN CLERK
EAST HARTFORD

TOWN COUNCIL CHAMBERS

AUGUST 14, 2012

SPECIAL JOINT MEETING – EAST HARTFORD HOUSING AUTHORITY

PRESENT 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 Esther B. Clarke

ABSENT Chair Richard F. Kehoe

ALSO Peter Hance, Deputy Executive Director, Bridgeport Housing Authority
PRESENT East Hartford Housing Authority Commissioners: James Kate, James Patterson, Hazelann Cook, and Prescille Yamamoto
Ralph Alexander, Attorney, East Hartford Housing Authority
Debra Bouchard, Executive Director, East Hartford Housing Authority
Joseph Regan, Finance Director, East Hartford Housing Authority
Kelly McDermott, East Hartford Housing Authority staff member

CALL TO ORDER

Bill Horan, Town Council Vice Chair, called the meeting to order at 6:40 p.m. He announced the exit locations from the Chamber in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Vice Chair indicated that the East Hartford Housing Authority (EHHA) would first present their proposed payback plan to the U. S. Department of Housing and Urban Development (HUD) and then public comment would follow.

Debra Bouchard, Executive Director for EHHA, stated that the proposed plan would satisfy HUD's requirement that EHHA repay funds to the federal housing programs as well as address East Hartford's need for affordable housing. The EHHA reached out to the Bridgeport Housing Authority (BHA) to review the EHHA's housing portfolio which eventually led to the interagency agreement between EHHA and BHA in June 2012. While BHA can recommend and make suggestions to the EHHA, the final decisions are the responsibility of the EHHA and its Board of Commissioners.

Peter Hance, Deputy Executive Director of the BHA, presented the plan in PowerPoint to the Councillors and the public. The plan will be used as a guide and may not be implemented exactly as presented. Modifications can, and probably will, be made along the way. Mr. Hance reiterated that the EHHA will be solely responsible for the decision making process.

A copy of this plan is attached to these minutes.

The presentation over, the Vice Chair allowed the Councillors to ask questions regarding the proposed payback plan:

Majority Leader Barbara Rossi (1) inquired when the Request for Proposal (RFP) for the disposition of King Court will be ready; (2) asked if the proposed units at the Burnside Avenue property will be owner-occupied or rentals; (3) thanked the EHHA for installing the bulletin board at King Court; (4) asked if there are tax credits associated with the energy grants, and if so, will those credits be carried forward to the developers; and (5) inquired on what would happen if the RFP's come back without meeting the financial projections.

Councillor Linda Russo (1) asked for a clarification on where HUD stands with this proposed payback plan, since the plan does not coincide with the recovery agreement that calls for the repayment to HUD by January 2013; (2) inquired if the EHHA will present this proposed plan on August 16th as per the recovery agreement; (3) asked for the timeline that the EHHA is requesting of HUD for the repayment of funds; and (4) wanted to reiterate that, under this repayment plan, the 80 units at King Court to be sold will be held as affordable, based on a median income bracket noted in the repayment plan, for the next forty years.

Councillor Marc Weinberg feels that there may be a need for even more affordable units in the future, based on today's poor economic conditions.

Councillor Esther Clarke asked Ms. Bouchard what differences there were, if any, in the report presented tonight and the report presented at the July 25, 2012 EHHA meeting. Additionally, Councillor Clarke asked Mr. Hance (1) if there has been a market study on rentals in the Mayberry area and on Burnside Avenue; (2) how long a period of time between now and the time it takes to know whether or not investors are interested in giving tax credits for the Burnside Avenue renovation; and (3) to allay her concerns regarding expanding the EHHA's responsibilities which would be likely if the proposed payback plan is followed.

Councillor Ram Aberasturia (1) asked if the 40-year affordability plan contains an inflation rate on the record of maximum income for eligibility purposes or remains fixed; (2) inquired if the median income drops, will the rents decrease as well; (3) wanted to know if there is a plan in place regarding Veterans' Terrace, if federal funds are cut in 2013; (4) regarding King Court, asked when in the past did EHHA file for funding and why did they get denied; (5) inquired on what will happen to the existing employees of the EHHA if management becomes privatized; (6) inquired on the resident's participation plan and how it works with the payback plan; (7) strongly urged the EHHA to change the time of the monthly meetings from mid-day to late afternoon or early evenings to accommodate residents; and (8) wants to make sure that the EHHA's payback plan adequately addresses the concerns of the residents.

Minority Leader Eric Thompson (1) asked what Mr. Hance is receiving for compensation for working with the EHHA; (2) is not sure that the hourly rate for local jobs that are displayed in the payback plan are accurate; (3) asked Mr. Hance if he is confident that there is \$8M from the state of Connecticut to fund these individual projects; and (4) asked for the number of times that the Recovery Agreement with HUD has been amended and asked when the Recovery Agreement becomes a finalized document.

Vice Chair Horan (1) agreed with Councillors Aberasturia and Thompson that the residents should be involved in this process; (2) inquired on how the Councillors, and especially the public, could comment on the proposed payback plan when it was received only ten minutes prior to this meeting; (3) asked if there is documentation from HUD which verifies that they are willing to wait 3 ½ to 4 years for the completion of the various projects and for the repayment of the money owed them. Vice Chair Horan requested written confirmation from HUD that they have accepted this plan; (4) commented on the confusing format of the proposed repayment plan and asked if something else was going to be submitted to HUD that would be more definitive and easier to understand; (5) is not optimistic about the construction of the new projects, given the past history of new construction projects in East Hartford; (6) noted that the residents will probably want another meeting, given the short time they had to review the proposed payback plan; (7) asked why the actual income of the residents at King Court, instead of the median income, isn't being used as a guideline; and (8) stated that communication to the residents is of the utmost importance.

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

The following citizens came forward:

Carolyn Brooks, 13 King Court, (1) took exception to the median income figures that are listed in the payback plan; (2) emphatically stated that the residents of King Court are committed to staying in their homes; and (3) has been told that the reason there is a lack of maintenance at King Court is due to budgetary issues. Ms. Brooks finds this hard to believe since both the EHHA's Executive Director and Attorney received pay increases.

Suzette Wright, 16 King Court, (1) believes that the residents of King Court are paying the penalty for the mistakes made by the EHHA administration; (2) wants to know what the Resident Commissioner's responsibilities are to the residents; (3) stated that when she arrived about five minutes late at the July 25th meeting, they were turned away; (4) has received mixed messages from the EHHA regarding the disposition of King Court; (5) wants to know who is being held responsible for the mishandling of the EHHA funds; and (6) wants the East Hartford Housing Authority to respect the residents.

Mary Hill, 53 King Court, president of the King Court Tenants' Association, (1) thanked the Council for their questions to Mr. Hance; (2) listed the progress of the residents at King Court, including the formation of their RPP – Residents' Participation Plan – with the help of the EHHA; (3) asked who is going to be held accountable for the mishandling of funds at the East Hartford Housing Authority; and (4) noted that, as stated in the EHHA's minutes, King Court's rent receipts are at 100%.

Susan Kniep, 50 Olde Roberts Street, (1) commended the Town Council for their proactive stance this evening by asking the hard questions; (2) commented on the recent raid by the FBI at the West Haven Housing Authority and at CRT; (3) asked if the co-mingling of State and Federal funds at EHHA was innocent or intentional; (4) inquired on the resignation of Stan deMello as Executive Director in April 2011 and read from a letter sent by Mr. de Mello in November 2011 regarding the EHHA administration; (5) reflected on the past history of the EHHA and feels that the EHHA administration and Board of Commissioners should be referred to the Town Council's Investigation and Audit Committee; (6) will challenge with Freedom of Information the legitimacy for the various EHHA projects being held in Executive Session meetings; (7) believes that the Council should contact HUD to

discuss the past mishandling of funds at the EHHA; and (8) suggested that prior to signing any future EHHA documents or agreements, Councillors should ask what their liability or responsibility might be.

Public comment being over, the Vice Chair asked if the Councillors had any additional comments.

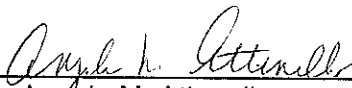
Ram Aberasturia recognized the presence of EHHA Commissioners Kate and Patterson for staying throughout the entire meeting. And again, Councillor Aberasturia stressed the importance of changing the time of the EHHA monthly meetings to accommodate residents.

Bill Horan thanked Mr. Hance for attending tonight's meeting and for his efforts in preparing the payback plan. Additionally, Vice Chair Horan stated that Attorney Alexander does a wonderful job representing the EHHA.

ADJOURNMENT

MOTION By Marc Weinberg
 seconded by Eric Thompson
 to **adjourn** (9:42 p.m.)
 Motion carried 8/0.

Attest



Angela M. Attenello
Town Council Clerk

King Court

Housing vacancies high due to building conditions that render housing uninhabitable currently

Insufficient operating funds at current rents and occupancy to produce positive cash flow

Inability to obtain funds for renovations

Program owes Veterans' Terrace nearly \$350,000 for funds diverted to its operations

Property has mortgage of \$120K, and any sales proceeds do not go to EHHA

EHHA has insufficient internal capacity to negotiate with tenants and to accommodate their needs

Although exempted from needing to replace all 80 units, considerable pressure ensure descent housing for existing tenants

Veteran's Terrace

Section 8 project based program set to expire in May 2013

Program owed nearly \$350,000 from Kings Court

Building exteriors showing signs of deterioration

Antiquated, inadequate interiors needing substantial renovation

Large project that would require significant investment for renovations

On-going management and maintenance issues

EHHA has insufficient capacity and resources to renovate buildings

Burnside Avenue

Headquarters building too large for existing needs

Headquarters inefficiently laid out

Headquarters is a significant non-cash asset that EHHA is unable to turn into cash

EHHA has insufficient capacity to redevelop property

EHHA's LIPH program owes Section 8 Program approximately \$650,000

East Hartford		
Owner-occupied homes	57.50%	
Median cost of a home	\$112,800	
Median mortgage payment	\$748	
Renter-occupied homes	42.50%	
Vacant housing	5.00%	
Median monthly rent	\$621	
<i>Average Income</i>		
Median for all male full-time	\$36,823	\$920.58
Median for all female full-time	\$29,860	\$746.50

Household Income		
Less than \$10,000	9%	
\$10,000 to \$14,999	6%	
\$15,000 to \$24,999	13%	
\$25,000 to \$34,999	14%	42%
\$35,000 to \$49,999	18%	
\$50,000 to \$74,999	20%	
\$75,000 to \$99,999	12%	
\$100,000 to \$149,999	7%	
\$150,000 to \$199,999	1%	
\$200,000 or more	1%	

Average Apartment Rent in East Hartford, Connecticut

# Bedrooms	Apr	Feb	Jan
Studio	N/A	N/A	N/A
1 Bed	\$763	N/A	\$779
2 Bed	\$775	\$903	\$873
3 Bed	N/A	N/A	N/A

Annual Income needed

1 Bed	\$30,520		\$31,160
2 Bed	\$31,000	\$36,120	\$34,920

Occupation title	Median hourly wage	50% of Median Family income (family of 3) = \$38,950
<u>Cooks, Fast Food</u>	\$9.16	\$19,053
<u>Waiters and Waitresses</u>	\$9.21	\$19,157
<u>Manicurists and Pedicurists</u>	\$9.36	\$19,469
<u>Cashiers</u>	\$9.44	\$19,635
<u>Barbers</u>	\$9.51	\$19,781
<u>Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers</u>	\$9.90	\$20,592
<u>Hairdressers, Hairstylists, and Cosmetologists</u>	\$10.17	\$21,154
<u>Retail Salespersons</u>	\$10.21	\$21,237
<u>Childcare Workers</u>	\$10.44	\$21,715
<u>Pharmacy Aides</u>	\$10.72	\$22,298
<u>Hotel, Motel, and Resort Desk Clerks</u>	\$10.72	\$22,298
<u>Veterinary Assistants and Laboratory Animal Caretakers</u>	\$11.48	\$23,878
<u>Physical Therapist Aides</u>	\$11.88	\$24,710
<u>Landscaping and Groundskeeping Workers</u>	\$12.08	\$25,126
<u>Janitors and Cleaners, Except Maids and Housekeeping Cleaners</u>	\$12.94	\$26,915
<u>Tellers</u>	\$13.07	\$27,186
<u>Preschool Teachers, Except Special Education</u>	\$13.14	\$27,331
<u>Radio and Television Announcers</u>	\$13.23	\$27,518
<u>Home Health Aides</u>	\$13.40	\$27,872
<u>Bakers</u>	\$13.84	\$28,787
<u>Nursing Aides, Orderlies, and Attendants*</u>	\$14.21	\$29,557
<u>Receptionists and Information Clerks</u>	\$14.74	\$30,659
<u>Fitness Trainers and Aerobics Instructors</u>	\$15.90	\$33,072
<u>Medical Assistants</u>	\$16.03	\$33,342
<u>Rehabilitation Counselors</u>	\$16.31	\$33,925
<u>Medical Secretaries</u>	\$16.34	\$33,987
<u>Mental Health Counselors</u>	\$16.88	\$35,110
<u>Emergency Medical Technicians and Paramedics</u>	\$16.99	\$35,339

**Average Salary of Jobs with Related Titles
East Hartford CT**

In USD as of Jun 18, 2012 (Source: SimplyHired.com)

	Wage	Affordable rent	Affordable house
<u>waiter / waitress</u>	\$12,000	\$300.0	\$32,400
<u>nursing asst</u>	\$16,000	\$400.0	\$43,200
<u>child care teacher</u>	\$17,000	\$425.0	\$45,900
<u>child care worker</u>	\$21,000	\$525.0	\$56,700
<u>retail representative</u>	\$22,000	\$550.0	\$59,400
<u>retail sales associate</u>	\$23,000	\$575.0	\$62,100
<u>teller</u>	\$24,000	\$600.0	\$64,800
<u>psychiatric nursing assistant i</u>	\$26,000	\$650.0	\$70,200
<u>customer service representative</u>	\$26,000	\$650.0	\$70,200
<u>customer service</u>	\$27,000	\$675.0	\$72,900
<u>teacher assistant</u>	\$28,000	\$700.0	\$75,600
<u>emt-paramedic</u>	\$28,000	\$700.0	\$75,600
<u>early childhood teacher</u>	\$29,000	\$725.0	\$78,300
<u>retail sales</u>	\$29,000	\$725.0	\$78,300
<u>tellers</u>	\$30,000	\$750.0	\$81,000
<u>nursing assistant</u>	\$31,000	\$775.0	\$83,700
<u>emt paramedic</u>	\$31,000	\$775.0	\$83,700
<u>preschool teacher</u>	\$33,000	\$825.0	\$89,100
<u>sales associate</u>	\$33,000	\$825.0	\$89,100
<u>child development specialist</u>	\$34,000	\$850.0	\$91,800
<u>client services assistant</u>	\$34,000	\$850.0	\$91,800
<u>recreation assistant</u>	\$34,000	\$850.0	\$91,800
<u>residential counselor</u>	\$35,000	\$875.0	\$94,500
<u>tax resolution representative</u>	\$36,000	\$900.0	\$97,200
<u>youth counselor</u>	\$36,000	\$900.0	\$97,200
<u>substance abuse counselor</u>	\$36,000	\$900.0	\$97,200
<u>tax resolution representative</u>	\$36,000	\$900.0	\$97,200
<u>assistant manager</u>	\$36,000	\$900.0	\$97,200
<u>tax compliance officer</u>	\$37,000	\$925.0	\$99,900
<u>loan assistant</u>	\$37,000	\$925.0	\$99,900
<u>tax compliance officer</u>	\$37,000	\$925.0	\$99,900
<u>voc rehab counselor trainee</u>	\$37,000	\$925.0	\$99,900
<u>tax compliance officer</u>	\$37,000	\$925.0	\$99,900

King Court
Sales Option

Test the market by issuing an RFP to dispose of the property to the party whose purchase is in the best interest of the Housing Authority. EHHA will use proceeds to repay HUD. Make a condition of RFP the retention of affordability under the State Moderate Income Program of 80 units for 40 years, guaranteed occupancy by residents in good standing and other tenant rights.

Veteran's
Terrace

Refinance the rehabilitation of the buildings through a combination of 4% tax credits, loans, and State grants. Provide for private management in the short term to ease the burden upon Apply for energy assistance grants immediately.

Burnside
Avenue

Use the real estate asset to develop a combined office building with 20 units of Work Force housing targeted for a mix of income groups, and a smaller headquarters for EHHA within 3 years. These units could serve as relocation alternatives for other households. Complete the development by EHHA. Post construction management and maintenance would be with EHHA after the first year lease-up and stabilization.

Scattered
site

Using HOME and PBV, take advantage of existing real estate market to acquire approximately 30 units of scattered sites for some of King's Court residents in 2 years

Proposal: 20 units of Work Force Housing

10 Units (8 2bdroom; 2 3bdroom) targeted at
(median wages for East Hartford SMSA):

Cooks, Fast Food	\$19,053
Waiters and Waitresses	\$19,157
Manicurists and Pedicurists	\$19,469
Cashiers	\$19,635
Barbers	\$19,781
Hairdressers, Hairstylists, and Cosmetologists	\$21,154
Retail Salespersons	\$21,237
Childcare Workers	\$21,715
Pharmacy Aides	\$22,298
Hotel, Motel, and Resort Desk Clerks	\$22,298
Veterinary Assistants and Laboratory Animal Caretakers	\$23,878
Physical Therapist Aides	\$24,710
Landscaping and Grounds keepers	\$25,126

Janitors and Cleaners, Except Maids and Housekeeping Cleaners	\$26,915
Tellers	\$27,186
Preschool Teachers, Except Special Education	\$27,331
Home Health Aides	\$27,872
Nursing Aides, Orderlies, and Attendants*	\$29,557
Receptionists and Information Clerks	\$30,659
Fitness Trainers and Aerobics Instructors	\$33,072
Medical Assistants	\$33,342
Rehabilitation Counselors	\$33,925
Medical Secretaries	\$33,987
Mental Health Counselors	\$35,110
Emergency Medical Technicians and Paramedics	\$35,339
Substance Abuse and Behavioral Disorder Counselors	\$38,605

Proposal: 20 units of Work Force Housing

10 Units (8 2bdroom; 2 3bdroom) targeted at
(median wages for East Hartford SMSA):

Cooks, Fast Food	\$19,053
Waiters and Waitresses	\$19,157
Manicurists and Pedicurists	\$19,469
Cashiers	\$19,635
Barbers	\$19,781
Hairdressers, Hairstylists, and Cosmetologists	\$21,154
Retail Salespersons	\$21,237
Childcare Workers	\$21,715
Pharmacy Aides	\$22,298
Hotel, Motel, and Resort Desk Clerks	\$22,298
Veterinary Assistants and Laboratory Animal Caretakers	\$23,878
Physical Therapist Aides	\$24,710
Landscaping and Grounds keepers	\$25,126

10 Units (7 2bdroom;3 3bdroom) targeted at
(median wages for East Hartford SMSA):

Janitors and Cleaners, Except Maids and Housekeeping Cleaners	\$26,915
Tellers	\$27,186
Preschool Teachers, Except Special Education	\$27,331
Home Health Aides	\$27,872
Nursing Aides, Orderlies, and Attendants*	\$29,557
Receptionists and Information Clerks	\$30,659
Fitness Trainers and Aerobics Instructors	\$33,072
Medical Assistants	\$33,342
Rehabilitation Counselors	\$33,925
Medical Secretaries	\$33,987
Mental Health Counselors	\$35,110
Emergency Medical Technicians and Paramedics	\$35,339
Substance Abuse and Behavioral Disorder Counselors	\$38,605

Burnside Avenue Project
 Estimated Sources and Costs
 20 units

Project Costs (Apartments)		
Land Sales/purchase		\$ 150,000
Design		\$ 528,408
Construction - residential		\$ 4,671,750
Construction - non-residential		\$ 255,000
Financing		\$ 501,797
Soft costs		\$ 532,972
Reserves		\$ 437,353
Developer's fee		\$ 706,599
	TOTAL COST:	\$ 7,783,879
Sources		
Tax credits (4%)		\$ 2,545,415
Debt		\$ 957,830
State of CT		\$ 4,300,000
		\$ 7,803,245
	NET	\$ 19,366

Burnside Avenue Project
 Estimated Sources and Costs
 Replacement office

Project Costs - office		
Land Sales/purchase		
Design		\$ 90,196
Construction - residential		
Construction - non-residential		\$ 1,002,183
Financing		\$ 28,000
Soft costs		\$ 120,713
Furniture/fixtures		\$ 225,000
Developer's fee		\$ 120,000
TOTAL COSTS		\$ 1,586,092
Sources		
Reinvested Developer's Fee		\$ 247,162
Community Room		\$ 240,000
King Court sale proceeds		\$ 1,100,000
TOTAL SOURCES		\$ 1,587,162
NET		\$ 1,070

Project Costs - Scattered Sites		
Land Sales/purchase		\$ 1,350,000
Design		\$ 184,776
Construction - residential		\$ 1,267,875
Construction - non-residential		\$ 157,500
Financing		\$ 207,292
Soft costs		\$ 257,752
Reserves		\$ 61,443
Developer's fee		\$ 220,413
		\$ 3,707,051
Sources		
Tax credits (4%)		\$ -
Debt (6.375%, 30 yrs; 1.15 DCR)		\$ 1,822,937
HOME funds		\$ 1,950,000
		\$ 3,772,937
NET		\$ 65,886

Project Costs - Veteran's Terrace		
Land Sales/purchase		\$ 150,000
Design		\$ 747,155
Construction - residential		\$ 9,459,353
Construction - non-residential		\$ -
Financing		\$ 809,492
Soft costs		\$ 655,787
Reserves		\$ 436,596
Developer's fee		\$ 1,281,751
		\$ 13,540,134
Sources		
Tax credits (4%)		\$ 4,618,738
Debt (6.375%, 30 yrs; 1.15 DCR)		\$ 2,750,000
State of CT		\$ 6,500,000
		\$ 13,868,738
NET		\$ 328,604

From: Leclerc, Marcia
Sent: Tuesday, August 14, 2012 11:47 AM
To: Attenello, Angela
Subject: RE: From the August 7, 2012 Town Council Meeting

-----Original Message-----

From: Attenello, Angela
Sent: Monday, August 13, 2012 12:49
To: Leclerc, Marcia
Cc: Orzolek, Mary; Lewis, Tatia
Subject: From the August 7, 2012 Town Council Meeting

Mayor: for the record.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Barbara Rossi reported that two homes on High Street and one home on Broad Street still have blue tarps draped over them.

The property known as 139 High Street was recently purchased by Goodwin College. They filed an Intent to Demolish on September 20, 2011 and that is what you see posted. Additionally they were required to refer their intent to the Historic Commission for approval since the building is older than 50 years old. The Historical society raised no objection so the last bit of information is to have Goodwin College file for a Demo Permit. A Demo permit is issued after all utilities are proven to be addressed and cut off. They are now required to file an application.

The property known as 223 High Street demo order has been sent by the owner to the Building Department. The owners of the property are in a legal dispute with the occupant (who was the previous owner). Pre-demo steps are taking place and are consistent with the above process/steps required.

The property known as 250 High Street has a blue tarp secured and neatly fastened to the roof for several years. The owner had been cited and fined in past with orders to repair or replace roof. The owner has come into the building department to make application for a building permit to address the roof last fall but never completed the process. Fines have been issued beginning in December 2011. The building Department is continually working to address this issue.

Pat Harmon (1) asked that the Mayor's blight group (N.E.A.T.) continue to keep the Council informed of their progress; (sent)
(2) suggested that the answers to Councillors' questions of the Administration at a Council meeting be communicated at the following Council meeting so that all citizens can be aware of the answers; and
(3) requested an update on the progress of development in East Hartford. (Needs to address the Chair who sets the Agenda)

Esther Clarke inquired if progress has been made on evaluating the mold in the basement of the Long Hill Golf Clubhouse and if the rent is current. A complete review of the Gold Course was performed and numerous issues have been raised and targeted for correction. We have forwarded the list to MDM Management and Owner.

Ram Aberasturia suggested that residents could become more proactive by frequenting town businesses and restaurants.

Eric Thompson asked for a list of private roads and streets in East Hartford and what town services are being provided for those roads and streets. A request to the Engineering Department has been sent. The information will be forwarded when compiled.

Angela Attenello
Town Council Clerk
740 Main Street
East Hartford CT 06108
Office: (860)291-7208
Fax: (860)291-7389

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: August 9, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: Resolution: Recreation Trails Grant: Charter Oak Greenway Project

Please place the following item on the Town Council Agenda for the August 21, 2012 meeting. The attached amended agreement will extend the original terms of the contract by two years to an end date of October 13, 2014. Additionally the resolution will authorize me to execute the agreement.

Thank you.

C: M. Walsh, Director of Finance
C. Fravel, Grants Administrator
R. Pasek, Town Clerk

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

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

740 Main Street
East Hartford, Connecticut 06108

GRANTS
ADMINISTRATION

TO: Marcia A. Leclerc, Mayor

FROM: Clare Fravel, Grants Administration *CF*

SUBJ: Referral to Council – Resolution
Recreational Trails Grant; Charter Oak Greenway Project

DATE: August 8, 2012

In order to extend PSA 2009-9116, a currently active contract between the Town of East Hartford and the State of Connecticut Department of Energy and Environmental Protection (DEEP) for the design of the Charter Oak Greenway Project, a Resolution authorizing you as Mayor to execute the agreement must be adopted.

The attached amendment seeks to extend the \$50,000 contract through October 13, 2014. Delays pertaining to right-of-way acquisition and DEEP land use permits have necessitated requesting this extension.

The Charter Oak Greenway Project is a 10-foot wide, paved, multi-use trail in East Hartford extending from the Charter Oak Bridge east to Forbes Street. The portion of the trail under design will construct two segments of the Greenway from East Hartford to Manchester and points east.

The attached Resolution will authorize you as Mayor to execute the agreement. I am requesting that this item be placed on the August 21, 2012 agenda of the Town Council for their consideration.

Attachment(s): Resolution
Agreement (copy)

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

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7364

FAX (860) 289-8394

GRANTS ADMINISTRATION

I, Angela M. Attenello, do hereby certify that I am the Town Council Clerk of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 740 Main Street, East Hartford, Connecticut, and that the following is a true and correct copy of the resolution duly adopted and ratified by the Town Council on August 21, 2012, in accordance with the constituent charter of the Town of East Hartford; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

RESOLUTION

BE IT RESOLVED, that it is in the best interest of the Town of East Hartford, Connecticut, to enter into contracts with the State of Connecticut Department of Energy and Environmental Protection pertaining to a \$50,000 grant for the design of the Charter Oak Greenway Project.

IN FURTHERANCE OF THIS RESOLUTION, Marcia A. Leclerc, Mayor of the Town of East Hartford, is duly authorized to enter into and sign said contracts on behalf of the Town of East Hartford. Marcia A. Leclerc currently holds the title of Mayor and has held that office since January 10, 2011. The Mayor is further authorized to provide such additional information and execute such other documents as may be required by the local, State or Federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

Angela M. Attenello, Town Council Clerk

Date: _____

COPY

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL	(2) IDENTIFICATION #s. P.S. 2009-9116
<input checked="" type="checkbox"/> AMENDMENT	P.O. 24825

CONTRACTOR	(3) CONTRACTOR NAME Town of East Hartford		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	CONTRACTOR ADDRESS 740 Main Street, East Hartford, CT 06108		CONTRACTOR FEIN/SSN 06-6001989	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127			(6) Dept No. DEP44321
CONTRACT PERIOD	(7) DATE (FROM) 10/14/2008	THROUGH (TO) 10/13/2014	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER	

(9) CONTRACTOR AGREES TO: (include special provisions - Attach additional blank sheets if necessary.)

PSA # 2009-9116, dated 10/14/2008, (the "Original Contract"), as modified on 8/12/2010, (the "First Amendment") is hereby amended as follows:

- The Contract term is extended by 2 years, changing the end date to 10/13/2014;
- Non-Discrimination clause on page 2 of both the Original Contract and the First Amendment is deleted in its entirety;
- Indemnification listed on page 2 of both the Original Contract and the First Amendment is deleted in its entirety and replaced with Indemnification included on page 2 of 5 which is attached hereto and made a part hereof;
- Standard Terms and Conditions numbered 6, 9, 14, 15, 16 listed on pages 3 through 4 of the Original Contract are deleted in their entirety and replaced with the Standard Terms and Conditions numbered 6, 9, 14, 15, 16 attached hereto and made a part hereof;
- Standard Terms and Conditions numbered 20 through 39 attached hereto and made a part hereof are added to the Original Contract and made a part hereof;
- Appendix A provision 3 of the original contract is deleted in its entirety and replaced with provision 3 on Appendix A attached hereto and made hereof;
- Appendix A provision 7 of the original contract is deleted in its entirety and replaced with provision 7 on Appendix A attached hereto and made hereof;
- Publication of Materials is added to the original contract Appendix A as provision 12 on Appendix A attached hereto and made hereof;
- ADA Publication Statement is added to the original contract Appendix A as provision 13 on Appendix A attached hereto and made hereof;
- Extensions/Amendments is added to the original contract Appendix A as provision 14 on Appendix A attached hereto and made hereof;
- The Department of Energy and Environmental Protection (DEEP) was created by Public Act 11-80. Effective July 1, 2011, the former Departments of Environmental Protection (DEP) and Public Utility Control (DPUC), along with the energy policy group from the Office of Policy and Management (OPM) were merged to form DEEP. Because Public Act 11-80 designated DEEP as the successor agency to DEP, DPUC and the energy policy group from OPM, DEEP is legal party to both the Original Contract and this Amendment to the Original Contract pursuant to Connecticut General Statute Section 4-38d. As such, "DEEP" shall replace "DEP" wherever identified in the original contract.
- Appendix C of the Original Contract is deleted in its entirety and replaced with Appendix C attached hereto and made hereof; All prior provisions remain in effect.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Grant funds shall be released on a reimbursement basis not to exceed \$50,000.00, and shall be provided at a rate not to exceed eighty percent (80%) of the valid and documented project expenses (see Appendix B for schedule of payments and Appendix C for a sample financial report).

Total Payments Not to Exceed the Maximum Amount of \$50,000.00.

(11) OBLIGATED AMOUNT \$50,000.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$50,000.00	DEP44321	12060	35169	64002	DEPA00003082004	155006	2013			55050	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended CGS Secs. 22a-21 and 22a-21a USC Title 23 Section 194 & 206
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Deputy Commissioner DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____ DATE: _____

Indemnification listed on Page 2 of the Original contract and First Amendment is replaced with the following.

Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor'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 Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor 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 Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

Numbers 6,9,14,15, and 16 of the Original Contract are deleted in its entirety and replaced with the below.

6. **Change in Principal Project Staff.** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
9. **Third Party Participation.** The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
14. **Sovereign Immunity.** The Parties acknowledge and agree that nothing in the Solicitation or the Contract 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 Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
15. **Termination.**
 - a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - g. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*. See Rev 1/11, Forms attached

Numbers 20-39 are added to the Original/ First Amendment contract.

20. Definitions:
- a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. Contractor Parties. Contractor Parties shall be defined as a Contractor'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 Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
 - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
 - h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State. Parties.
21. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
22. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

23. **Recording and Documentation of Receipts and Expenditures.** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
24. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
25. **Small & Disadvantaged Business Enterprises.** The Recreational Trails Program (RTP) is subject to Title I of Transportation Efficiency Act for the 21 Century (TEA-21), Disadvantaged Business Enterprises (DBE) requirements implementing regulations are defined in 49 CFR Part 26. DBEs include small business concerns owned and controlled by socially and economically disadvantaged individuals. The contractor agrees to make a concerted and good faith effort to include DBEs with a goal of expending 10% of funds available for purchasing materials and/or awarding service contracts related to the agreed project scope. The awarding of any contract to a DBE will be based solely on the ability of the DBE to provide comparable product and/or services within acceptable standards. Information on DBE's, a listing of, a status, location and contact is obtainable from the State of Connecticut Department of Transportation (ConnDOT); Division of Contract Compliance; 2800 Berlin Turnpike; Newington, CT 06131 or ConnDOT's web site. A hard copy is available from DEEP upon request of the Contractor.
26. **Procurement of Materials and Supplies.** For procurement purposes, contractors receiving federally funded recreational trails agreements must comply with federal requirements as stipulated per Code of Federal Regulations 49CFR18 Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments. Contractors receiving only State Funds may use their own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
27. **State Audit (for grants only).** The Contractor 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 Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
28. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
29. **Affirmative Action and Sexual Harassment Policy.** The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
30. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
31. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
32. **Contractor Guarantee.** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
33. **Forum and Choice of Law.** The parties deem the Contract 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 Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
34. **Force Majeure.** The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
35. **Confidential Information of the Contractor.** The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore,

subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

36. Protection of State Confidential Information.

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
37. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
38. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
39. Assurances: The Contractor agrees to abide by the Assurances for Non-Construction Programs attached as Appendix E.

APPENDIX A
SCOPE OF WORK

- 3. Design and Permitting:** If necessary, the Contractor shall be responsible for securing a site survey; developing the design and layout of the trail and preparation and submission of all required permit application(s), including all necessary local, state, or federal permits. No work shall commence until all required local, state and federal permits and approvals have been obtained.
- 7. Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be emailed to laurie.giannotti@ct.gov or submitted to:

Laurie Giannotti
Recreational Trails Coordinator
Department of Energy and Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

All invoices must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 12. Publication of Materials:** The Contractor must obtain written approval from DEEP's Recreational Trails Coordinator prior to distribution or publication of any printed material prepared under the terms of this contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

13. ADA Publication Statement:

The following statement shall be incorporated into all publications prepared under the terms of this contract.

The Department of Energy and Environmental Protection is an affirmative action/equal opportunity employer and service provider. In conformance with the Americans with Disabilities Act, DEEP makes every effort to provide equally effective services for

persons with disabilities. Individuals with disabilities who need this information in an alternative format, to allow them to benefit and/or participate in the agency's programs and services, should call DEEP's Human Resources Office at (860) 424-3006, send a fax to (860) 424-3896, or email DEEP.MedRecs@ct.gov. Persons who are hearing impaired should call the State of Connecticut relay number 711.

When advertising any **public meetings** conducted under the terms of this contract, the above publications language should be used as well as the following statement:

Requests for accommodations must be made at least two weeks prior to the program date.

All **videos** produced under the terms of this contract must be made available with closed captioning.

14. Extensions/Amendments: Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by DEEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

APPENDIX C

SAMPLE FINANCIAL REPORT

Contractor Name: Town of East Hartford

PSA #: _____

Labor

Date:	Name	Vol.Travel* (\$0.14/mile)	Labor # of Hours	Hourly Labor TOTAL @/hr	Total Costs	Cash Match** (20% of total)	Reimbursement Requested

Reimbursable Expenses

Date of Disbursement	Vendor	Voucher Number	Check Number	Equipment or Materials Description	Equipment Rental Rate \$/per hour	Total Costs	Cash Match* (20% of total)	Reimbursement Requested

Signature: _____

(Town Manager or Project Coordinator)

*Volunteers can be reimbursed \$0.14 cents per mile

**Please describe source of matching funds.

Appendix E
Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified. As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

1. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
2. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
3. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327333) regarding labor standards for federally-assisted construction subagreements.
4. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
6. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
7. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
8. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
9. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall *knowingly solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
dpanico@rc.com
Direct (860) 275-8390

VIA E-MAIL AND U.S. MAIL

July 16, 2012

The Honorable Marcia A. Leclerc
Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Re: Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share Of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose

Dear Mayor Leclerc:

Enclosed please find the **revised** captioned bond resolutions and proceedings to be followed by the Town in connection with their submission to the voters at the November 6, 2012 general election. The resolutions and proceedings have been revised at the request of the Town Council.

The procedure for the vote on the resolutions pursuant to Town Charter and the Connecticut General Statutes, is as follows:

1. The Town Council sets a date for a public hearing.
2. The Council holds at least one public hearing giving notice at least 5 days in advance by publication in a newspaper of general circulation in the Town.
3. The Council adopts the resolutions and adopts a resolution providing for their submission to the voters in conjunction with the general election on November 6, 2012.
4. The resolutions are submitted to the Mayor for approval.



Law Offices

BOSTON
PROVIDENCE
HARTFORD
NEW LONDON
STAMFORD
WHITE PLAINS
NEW YORK CITY
ALBANY
SARASOTA

ROBINSON & COLE LLP

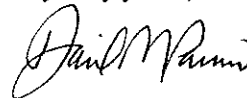
The Honorable Mayor Marcia A. Leclerc
July 16, 2012

5. After approval by the Mayor, the resolutions are published in their entirety within ten days thereafter.
6. Per Connecticut General Statutes §9-370, all local action taken to submit the resolutions to a vote on November 6, 2012 must be completed more than 60 days prior to the election date, i.e. by September 6, 2012. Therefore, the Town Council must adopt the resolutions and the Mayor must approve the resolutions no later than September 6, 2012.
7. Per Connecticut General Statutes §9-369a, the Town Clerk must file a certificate regarding the local questions to be voted upon (a form thereof is enclosed) with the Secretary of the State at least 45 days prior to the election, i.e. by September 21, 2012.
8. The election is warned in the usual manner, including the notice of referendum on local questions, absentee ballots are made available, results of vote reported, and all other matters regarding the holding of the election are conducted in the usual manner.
9. In addition, the Town Clerk per Section 8.3 of the Charter is to publish the election and referendum notice in a newspaper of general circulation not less than 15 days nor more than 30 days prior to November 6, 2012, i.e. between October 6, 2012 and October 21, 2012.

By copy of this letter, I am requesting the Town Clerk to send me one certified copy of all the proceedings as they appear in the Town Record Book and two newspaper affidavits of the publication of the Notice of Public Hearing and the Notice of General Election and Referendum.

Please feel free to call me if you have any questions concerning the enclosed.

Very truly yours,



David M. Panico

DMP/sk
Enclosure

cc: Michael P. Walsh, Director of Finance
Robert J. Pasek, Town Clerk
Richard F. Kehoe, Chairman, Town Council
Scott Chadwick, Corporation Counsel
Susan Kreutzer



RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$10,000,000 is appropriated for the planning, design, construction and reconstruction of town roads (Phase V) and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements (the "Project"), and for administrative, legal and financing costs related thereto.

Section 2. To meet said appropriation \$10,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or

trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 6. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$10,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$5,700,000 is appropriated for window wall replacement at East Hartford Middle School, to be completed in accordance with final plans and specifications therefor to be approved by the School Building Committee, and for architects and engineers fees, administrative, legal and financing costs related thereto (the "Project"), said appropriation to be inclusive of any and all State and Federal grants-in-aid thereof.

Section 2. To meet Town's share of said appropriation \$1,600,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, determined after considering the estimated amounts of the State grants-in-aid of the Project or the actual amounts thereof, if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement

shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Mayor, Treasurer and Director of Finance are hereby authorized to spend a sum not to exceed the aforesaid appropriation and the Mayor is specifically authorized to make, execute and deliver any contract or contracts, and any other documents necessary or convenient to complete the Project authorized herein and the financing thereof.

Section 6. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 7. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 8. The Board of Education is authorized in the name and on behalf of the Town to apply to the Connecticut Commissioner of Education for any and all State grants-in-aid of the Project.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$5,700,000 for the Project, authorizing \$1,600,000 general obligation bonds and notes to finance the Town's share of the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

Excerpt for Minutes of Meeting of
Town Council held _____, 2012

(List members present, etc.)

* * *

_____ introduced the following proposed resolution:

RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING,
DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN
ROADS AND PARKING LOTS AND AUTHORIZING THE
ISSUANCE OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID
APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE
MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

* * *

_____ introduced and read the following resolution:

RESOLVED: That the Town Council hold a public hearing on the proposed resolution in the Council Chambers at 7:00 o'clock P.M. (E.D.T.) on _____, _____, 2012, and that the Town Council Clerk be directed to cause a notice of said hearing to be posted in a public place and to be published in full as a paid advertisement in a newspaper having a general circulation in the Town at least five days in advance thereof.

_____ moved that said resolution be adopted as introduced and read, and the motion was seconded by _____. Upon roll call vote the ayes and nays were as follows:

Ayes
(List Names)

Nays

The Chairman thereupon declared the motion carried and the resolution adopted.

* * *

* * *

_____ introduced the following proposed resolution:

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

* * *

_____ introduced and read the following resolution:

RESOLVED: That the Town Council hold a public hearing on the proposed resolution in the Council Chambers at 7:00 o'clock P.M. (E.D.T.) on _____, _____, 2012, and that the Town Council Clerk be directed to cause a notice of said hearing to be posted in a public place and to be published in full as a paid advertisement in a newspaper having a general circulation in the Town at least five days in advance thereof.

_____ moved that said resolution be adopted as introduced and read, and the motion was seconded by _____. Upon roll call vote the ayes and nays were as follows:

Ayes
(List Names)

Nays

The Chairman thereupon declared the motion carried and the resolution adopted.

* * *

TOWN OF EAST HARTFORD
NOTICE OF PUBLIC HEARING

The Town Council of the Town of East Hartford will meet in Council Chambers on _____, 2012 at 7:00 o'clock P.M. (E.D.T.) for the purpose of holding a public hearing on the following resolution:

RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Copies of said resolution are on file open to public inspection at the office of the Town Clerk.

Dated this ___ day of _____, 2012.

Angela Attenello
Town Council Clerk

TOWN OF EAST HARTFORD
NOTICE OF PUBLIC HEARING

The Town Council of the Town of East Hartford will meet in Council Chambers on _____, 2012 at 7:00 o'clock P.M. (E.D.T.) for the purpose of holding a public hearing on the following resolution:

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Copies of said resolution are on file open to public inspection at the office of the Town Clerk.

Dated this __ day of _____, 2012.

Angela Attenello
Town Council Clerk

RETURN OF POSTING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING

I, ANGELA M. ATTENELLO, Town Council Clerk of the Town of East Hartford, Connecticut, hereby certify that I caused a copy of the attached Notice, bearing my written signature, to be posted in a public place on _____, 2012; and that I caused a copy of said Notice to be published in _____, a newspaper having a general circulation in said Town of East Hartford, in its issue of _____, 2012.

Dated _____, 2012.

Town Council Clerk

RETURN OF POSTING AND PUBLICATION OF
NOTICE OF PUBLIC HEARING

I, ANGELA M. ATTENELLO, Town Council Clerk of the Town of East Hartford, Connecticut, hereby certify that I caused a copy of the attached Notice, bearing my written signature, to be posted in a public place on _____, 2012; and that I caused a copy of said Notice to be published in _____, a newspaper having a general circulation in said Town of East Hartford, in its issue of _____, 2012.

Dated _____, 2012.

Town Council Clerk

Excerpt for Minutes of Public Hearing to be held by the
Town Council on _____, 2012

_____ declared open the public hearing on the proposed resolution entitled:

RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING,
DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN
ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE
OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID
APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE
MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

[HERE INSERT BRIEF SUMMARY OF PROCEEDINGS]

_____ thereupon declared the public hearing on said proposed resolution
closed.

Excerpt for Minutes of Public Hearing to be held by the
Town Council on _____, 2012

_____ declared open the public hearing on the proposed resolution entitled:

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL
REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND
AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE
TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION
AND PENDING THE ISSUANCE THEREOF THE MAKING OF
TEMPORARY BORROWINGS FOR SUCH PURPOSE

[HERE INSERT BRIEF SUMMARY OF PROCEEDINGS]

_____ thereupon declared the public hearing on said proposed resolution
closed.

Excerpt for Minutes of Meeting of
Town Council held _____, 2012

(List members present, etc.)

* * *

_____ introduced the following resolution, on which a public hearing was held by the Town Council on _____, 2012:

RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$10,000,000 is appropriated for the planning, design, construction and reconstruction of town roads (Phase V) and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements (the "Project"), and for administrative, legal and financing costs related thereto.

Section 2. To meet said appropriation \$10,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or

a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 6. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$10,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

_____ moved that said resolution be adopted and the motion was seconded by _____ . Upon roll call vote the ayes and nays were as follows:

Ayes
(List Names)

Nays

The Chairman thereupon declared the motion carried and the resolution adopted.

* * *

_____ introduced the following resolution, on which a public hearing was held by the Town Council on _____, 2012:

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$5,700,000 is appropriated for window wall replacement at East Hartford Middle School, to be completed in accordance with final plans and specifications therefor to be approved by the School Building Committee, and for architects and engineers fees, administrative, legal and financing costs related thereto (the "Project"), said appropriation to be inclusive of any and all state and federal grants-in-aid thereof.

Section 2. To meet Town's share of said appropriation \$1,600,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of

Finance in the amount necessary to meet the Town's share of the cost of the Project, determined after considering the estimated amounts of the State grants-in-aid of the Project or the actual amounts thereof, if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Mayor, Treasurer and Director of Finance are hereby authorized to spend a sum not to exceed the aforesaid appropriation and the Mayor is specifically authorized to make, execute and deliver any contract or contracts, and any other documents necessary or convenient to complete the Project authorized herein and the financing thereof.

Section 6. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 7. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 8. The Board of Education is authorized in the name and on behalf of the Town to apply to the Connecticut Commissioner of Education for any and all State grants-in-aid of the Project.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$5,700,000 for the Project, authorizing \$1,600,000 general obligation bonds and notes to finance the Town's share of the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

_____ moved that said resolution be adopted and the motion was seconded by _____ . Upon roll call vote the ayes and nays were as follows:

Ayes
(List Names)

Nays

The Chairman thereupon declared the motion carried and the resolution adopted.

* * *

_____ introduced and read the following resolution.

RESOLVED: That the resolution entitled "Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", adopted by the Town Council on _____, and the resolution entitled "Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share Of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", adopted by the Town Council on _____, be submitted to the Town electors for approval or disapproval at a referendum in conjunction with the general election to be held on Tuesday, November 6, 2012, between the hours of 6:00 a.m. and 8:00 p.m. (E.S.T.), and that the warning of said referendum shall state the questions to be voted upon as follows:

1. "Shall the resolution entitled 'Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on _____, 2012, be approved?"

The ballot label for said question shall read as follows:

"Shall the \$10,000,000 appropriation and bond authorization for the planning, design, construction and reconstruction of Town roads and parking lots be approved?"

YES _____ NO _____

2. "Shall the resolution entitled 'Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share Of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on _____, 2012, be approved?"

The ballot label for said question shall read as follows:

"Shall the appropriation of \$5,700,000 and bond authorization of \$1,600,000 to meet the Town's share of said appropriation for window wall replacement at East Hartford Middle School be approved?"

[The balance of said appropriation is expected to be met from State grants-in-aid.]

YES _____ NO _____

The warning shall also state that the full text of the aforesaid resolutions is on file, open to public inspection, in the office of the Town Clerk, that the vote on the aforesaid bond resolutions is taken under the

authority of Chapter VI Section 6.9 of the Charter of the Town of East Hartford, and Chapter 152 of the Connecticut General Statutes, as amended, and that absentee ballots will be available in accordance with law in the office of the Town Clerk.

_____ moved that said resolution be adopted as read and the motion was seconded by _____. Upon roll call vote the ayes and nays were as follows:

Ayes
(List Names)

Nays

The Chairman thereupon declared the motion carried and the resolution adopted.

* * * *

There being no further business the meeting was adjourned.

TOWN OF EAST HARTFORD
NOTICE OF PASSAGE OF RESOLUTION

The following resolution was adopted by the Town Council on _____, 2012.

RESOLUTION APPROPRIATING \$10,000,000 FOR THE PLANNING, DESIGN,
CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING
LOTS AND AUTHORIZING THE ISSUANCE OF \$10,000,000 BONDS OF THE
TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE
THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$10,000,000 is appropriated for the planning, design, construction and reconstruction of town roads (Phase V) and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements (the "Project"), and for administrative, legal and financing costs related thereto.

Section 2. To meet said appropriation \$10,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 6. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$10,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

TOWN OF EAST HARTFORD
NOTICE OF PASSAGE OF RESOLUTION

The following resolution was adopted by the Town Council on _____, 2012.

RESOLUTION APPROPRIATING \$5,700,000 FOR WINDOW WALL REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL AND AUTHORIZING THE ISSUANCE OF \$1,600,000 BONDS OF THE TOWN TO MEET THE TOWN'S SHARE OF SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$5,700,000 is appropriated for window wall replacement at East Hartford Middle School, to be completed in accordance with final plans and specifications therefor to be approved by the School Building Committee, and for architects and engineers fees, administrative, legal and financing costs related thereto (the "Project"), said appropriation to be inclusive of any and all state and federal grants-in-aid thereof.

Section 2. To meet Town's share of said appropriation \$1,600,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, Treasurer, and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, determined after considering the estimated amounts of the State grants-in-aid of the Project or the actual amounts thereof, if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds including approval of the rate or rates of interest, shall be determined by the Mayor, Treasurer, and Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, Treasurer, and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation,

provisions of the purchase agreement shall be approved by the Mayor, Treasurer, and Director of Finance.

Section 4. The Mayor, Treasurer, and Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, Treasurer, and Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor, Treasurer, and Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Mayor, Treasurer and Director of Finance are hereby authorized to spend a sum not to exceed the aforesaid appropriation and the Mayor is specifically authorized to make, execute and deliver any contract or contracts, and any other documents necessary or convenient to complete the Project authorized herein and the financing thereof.

Section 6. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount and for the Project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Town. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds.

Section 7. The Mayor, Treasurer and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 8. The Board of Education is authorized in the name and on behalf of the Town to apply to the Connecticut Commissioner of Education for any and all State grants-in-aid of the Project.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2012 appropriating \$5,700,000 for the Project, authorizing \$1,600,000 general obligation bonds and notes to finance the Town's share of the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2012.

MARCIA A. LECLERC, Mayor

Witness

Witness

RETURN OF PUBLICATION OF NOTICE
OF PASSAGE OF RESOLUTION

I, ANGELA M. ATTENELLO, Town Council Clerk of the Town of East Hartford, hereby certify that I caused a copy of the attached Notice to be published in _____, a newspaper having a general circulation in said Town of East Hartford, in its issue of _____, 2012, which is within ten days after final passage, pursuant to the Charter of the Town.

Dated _____, 2012.

Town Council Clerk

RETURN OF PUBLICATION OF NOTICE
OF PASSAGE OF RESOLUTION

I, ANGELA M. ATTENELLO, Town Council Clerk of the Town of East Hartford, hereby certify that I caused a copy of the attached Notice to be published in _____, a newspaper having a general circulation in said Town of East Hartford, in its issue of _____, 2012, which is within ten days after final passage, pursuant to the Charter of the Town.

Dated _____, 2012.

Town Council Clerk

CERTIFICATE

I, **ROBERT J. PASEK**, Town Clerk of the Town of East Hartford, hereby certify that on _____, 2012, the Town Council of said Town approved the resolution entitled "Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", and the resolution entitled "Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" subject to the approval of the electors of the Town at a referendum to be held on November 6, 2012.

The submission of said resolutions to the electors of the Town is pursuant to Chapter VI Section 6.9 of the Charter of the Town of East Hartford and Chapter 152 of the General Statutes of Connecticut, as amended (the "Connecticut General Statutes").

The warning of said referendum shall state the questions to be voted upon as follows:

* * *

"Shall the resolution entitled 'Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on _____, 2012, be approved?"

The ballot label for said question shall read as follows:

"Shall the \$10,000,000 appropriation and bond authorization for the planning, design, construction and reconstruction of Town roads and parking lots be approved?"

YES _____

NO _____

* * *

"Shall the resolution entitled 'Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on _____, 2012, be approved?"

The ballot label for said question shall read as follows:

"Shall the appropriation of \$5,700,000 and bond authorization of \$1,600,000 to meet the Town's share of said appropriation for window wall replacement for East Hartford Middle School be approved?"

[The balance of said appropriation is expected to be met from State grants-in-aid.]

YES _____

NO _____

* * *

The warning shall also state that the full text of the aforesaid resolutions is on file, open to public inspection, in the office of the Town Clerk, that the vote on the aforesaid resolutions is taken under the authority of Chapter VI Section 6.9 of the Charter of the Town of East Hartford, and Chapter 152 of the Connecticut General Statutes, and that absentee ballots will be available as provided by law in the office of the Town Clerk.

Dated _____, 2012.

Robert J. Pasek
Town Clerk

LEGAL NOTICE OF GENERAL ELECTION AND REFERENDUM

The electors of the Town of East Hartford are hereby warned and notified to meet at their respective polling places in said Town on Tuesday, November 6, 2012 between the hours of 6:00 A.M. and 8:00 P.M. (E.S.T.) for the following purposes, to wit:

- I. XXX
- II. By way of Referendum:

To vote "YES" or "NO" on the following questions:

- 1. "Shall the resolution entitled 'Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on _____, 2012, be approved?"

The ballot label for said question shall read as follows:

"Shall the \$10,000,000 appropriation and bond authorization for the planning, design, construction and reconstruction of Town roads and parking lots be approved?"

YES _____ NO _____

- 2. "Shall the resolution entitled 'Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town's Share Of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Town Council on _____, 2012, be approved?"

The ballot label for said question shall read as follows:

"Shall the appropriation of \$5,700,000 and bond authorization of \$1,600,000 to meet the Town's share of said appropriation for window wall replacement for East Hartford Middle School be approved?"

[The balance of said appropriation is expected to be met from State grants-in-aid.]

YES _____ NO _____

The voting will be by optical voting tabulator. Those desiring to vote for a resolution shall fill in the oval over the question on the optical voting tabulator at "Yes". Those desiring to vote against a resolution shall fill in the oval over the question on the optical voting tabulator at "NO".

The polls will be open during the hours between 6:00 A.M. and 8:00 P.M. (E.S.T.) and electors shall

cast their votes at the following places in the districts specified:

<u>District</u>	<u>Polling Place</u>	<u>Address</u>
-----------------	----------------------	----------------

[* * * List polling places * * *]

The full text of the aforesaid resolutions is on file, open to public inspection, in the office of the Town Clerk.

The vote on the aforesaid bond resolutions is taken under the authority of Chapter VI Section 6.9 of the Charter of the Town of East Hartford, and Chapter 152 of the Connecticut General Statutes, as amended.

Absentee ballots will be available as provided by law in the office of the Town Clerk.

Dated: _____, 2012.

Robert J. Pasek
Town Clerk

TOWN OF EAST HARTFORD
DECLARATION OF
RESULTS OF REFERENDUM

I, ROBERT J. PASEK, Town Clerk of the Town of East Hartford, do hereby certify that at the referendum held on November 6, 2012, the following vote was taken on the following questions, and I do hereby certify, further, that pursuant to Section 8.5 of the Charter of said Town the total number of votes cast on said question is at least twenty per cent of the electors eligible to vote at the immediately preceding regular election:

“Shall the resolution entitled ‘Resolution Appropriating \$10,000,000 For The Planning, Design, Construction And Reconstruction Of Town Roads And Parking Lots And Authorizing The Issuance Of \$10,000,000 Bonds Of The Town To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose’, adopted by the Town Council on _____, 2012, be approved?”

YES _____ NO _____

“Shall the resolution entitled ‘Resolution Appropriating \$5,700,000 For Window Wall Replacement At East Hartford Middle School And Authorizing The Issuance Of \$1,600,000 Bonds Of The Town To Meet The Town’s Share Of Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose’, adopted by the Town Council on _____, 2012, be approved?”

YES _____ NO _____

Dated at East Hartford, Connecticut, this ____ day of _____, 2012.

Town Clerk

RETURN OF POSTING AND PUBLICATION OF
NOTICE OF GENERAL ELECTION AND REFERENDUM
PURSUANT TO SECTION 8.3 OF THE
TOWN CHARTER

I, ROBERT J. PASEK, Town Clerk of the Town of East Hartford, Connecticut, hereby certify that I caused a copy of the attached Notice of General Election and Referendum bearing my written signature to be posted in a public place on _____, 2012; and that I caused a copy of said Notice to be published in a newspaper having a general circulation in said Town of East Hartford, in its issue of _____, 2012, pursuant to the provisions of Section 8.3 of the Charter of said Town not more than thirty (30) days and not less than fifteen (15) days before the date set for said referendum.

Dated _____, 2012.

Town Clerk

RETURN OF POSTING AND PUBLICATION OF
NOTICE OF STATE ELECTION AND REFERENDUM

I, ROBERT J. PASEK, Town Clerk of the Town of East Hartford, Connecticut, hereby certify that I caused a copy of the attached Notice of State Election and Referendum bearing my written signature to be posted in a public place on _____, 2012; and that I caused a copy of said Notice to be published in a newspaper having a general circulation in said Town of East Hartford, in its issue of _____, 2012.

Dated _____, 2012.

Town Clerk

EXCERPT FOR MINUTES OF EAST HARTFORD
PLANNING AND ZONING COMMISSION MEETING
HELD _____, 2012

Item _____.

Commissioner _____ moved that the following resolution be adopted:

RESOLUTION WITH RESPECT TO THE PLANNING, DESIGN,
CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND
PARKING LOTS

[copy of said resolution is attached hereto]

Seconded by Commissioner _____ [Insert discussion, if any].

Roll Call Vote:

AYES
(List Names)

NAYS

* * *

EXCERPT FOR MINUTES OF EAST HARTFORD
PLANNING AND ZONING COMMISSION MEETING
HELD _____, 2012

Item _____.

Commissioner _____ moved that the following resolution be adopted:

RESOLUTION WITH RESPECT TO WINDOW WALL
REPLACEMENT AT EAST HARTFORD MIDDLE
SCHOOL

[copy of said resolution is attached hereto]

Seconded by Commissioner _____ [Insert discussion, if any].

Roll Call Vote:

AYES
(List Names)

NAYS

* * *

RESOLUTION WITH RESPECT TO THE PLANNING, DESIGN, CONSTRUCTION
AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS

RESOLVED:

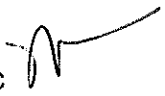
The Planning and Zoning Commission of the Town of East Hartford, exercising the authority of the planning commission pursuant to Chapter 126 of the General Statutes, having reviewed the proposal for the planning, design, construction and reconstruction of Town roads and parking lots, hereby approves the aforesaid proposal.

RESOLUTION WITH RESPECT TO WINDOW WALL
REPLACEMENT AT EAST HARTFORD MIDDLE SCHOOL

RESOLVED:

The Planning and Zoning Commission of the Town of East Hartford, exercising the authority of the planning commission pursuant to Chapter 126 of the General Statutes, having reviewed the proposal for window wall replacement at East Hartford Middle School, hereby approves the aforesaid proposal.

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: August 16, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT– Boards & Commissions

I am recommending the following appointment to the Town Boards and Commissions to fill the remainder of the term of John Ryan.

PLANNING AND ZONING COMMISSION

Term

R	Travis J. Simpson	119 Naubuc Ave.	12/13
---	-------------------	-----------------	-------

Please place on the Town Council Agenda for August 21, 2012.

Thank you.

Jack W. Jacobs
EHRTC Chair
505 Burnside Ave
Apt C-14
East Hartford, CT 06108
jackwjacobs@sbcglobal.net

August 14, 2012

Mayor Marcia Leclerc
740 Main Street
East Hartford, CT 06108

Dear Mayor Leclerc:

At our regular meeting on August 13, 2012, the East Hartford Republican Town Committee voted to recommend Travis J. Simpson of 119 Naubuc Avenue to be appointed to fill a minority seat on the Planning and Zoning Commission.

Thank you very much for your consideration..

A handwritten signature in cursive script that reads "Jack W. Jacobs".

Jack W. Jacobs
EHRTC Chair