

Robert J. Pasa

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
MARCH 19, 2013

2013 MAR 13 A 9:34

TOWN CLERK
EAST HARTFORD

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. March 2, 2013 Budget Workshop – as corrected
 - B. March 4, 2013 Budget Workshop – as corrected
 - C. March 5, 2013 Executive Session/east Hartford Golf Course
 - D. March 5, 2013 Regular Meeting
 - E. March 6, 2013 Public Hearing/Budget
 - F. March 7, 2013 Public Hearing/Budget
 - G. March 12, 2013 Special Meeting/School-based Health Centers
 - H. March 12, 2013 Special Meeting/Budget
6. COMMUNICATIONS AND PETITIONS
 - A. Resignation of Linda Carrasquillo from the Patriotic Commission and Veterans Affairs Commission
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Registrars of Voters: Election Day Emergency Procedures
 - B. Recommendations re: East Hartford Golf Course
 - C. Refund of Taxes
 - D. Referral to the Fees Committee re: Bid Waiver for Sprinter Van for the East Hartford Public Library
 - E. Referral to the Town-owned Property Other Than Real Estate Committee re: Trade-in of Bookmobile to Purchase Sprinter Van
 - F. Commercial Property Assessed Clean Energy (C-PACE) Resolution
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: April 2, 2013)

Robert J. Pasek

2013 MAR -7 A 8:57

TOWN COUNCIL CHAMBERS
EAST HARTFORD CONNECTICUT

TOWN CLERK
EAST HARTFORD

MARCH 2, 2013

BUDGET WORKSHOP

CORRECTED 03-07-13

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

ALSO Mayor Marcia A. Leclerc
PRESENT Finance Director Michael Walsh

CALL TO ORDER

Chair Kehoe called the meeting to order at 8:40 a.m. He announced the exit locations in accordance with Connecticut General Statutes §29-38, after which he led the Council in the Pledge of Allegiance. The Council reviewed the 2013-2014 budgets for the following departments and Boards and Commissions:

Town Treasurer	Joseph Carlson
Town Council	Rich Kehoe
Town Clerk	Robert Pasek
Selectmen	
Probate Court	Allan Driscoll
Registrars of Voters	Judi Shanahan, Mary Mourey

Finance

Administration	Mike Walsh
Accounts and Control	
Information Technology	
Purchasing	
Assessor	
Revenue and Collections	
Employee Benefits	
Risk Management	
Debt Services	
Contingency	
Capital Improvements	
Revenues	

Five Year Capital Improvement Plan

Summary
Project Narratives

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

Boards and Commissions

Beautification Commission	Patriotic Commission
Inland/ Wetlands/Environment Commission	Board of Assessment Appeals
Personnel Board of Appeals	Human Rights Commission
Emergency Medical Commission	Library Commission
Zoning Board of Appeals	Public Building Commission
Fine Arts Commission	Pension and Retirees Benefit Board
Commission on Aging	Comm. on Services for Persons w/Disabilities
Board of Ethics	

Corporation Counsel Scott Chadwick

At this point, the Council recessed for lunch at 12:30 p.m. and reconvened at 1:05 p.m.

Executive

Office of the Mayor	Marcia Leclerc
Corporation Counsel	Scott Chadwick
Human Resources	Santiago Malave
Public Library	Pat Jones
Youth Services	Cephus Nolen

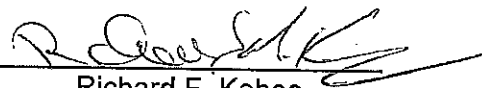
Development

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

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (3:25 p.m.)
 Motion carried 9/0.

Attest



Richard F. Kehoe
Town Council Chair

Robert J. Paack

2013 MAR -7 A 8:57

TOWN COUNCIL CHAMBERS
EAST HARTFORD CONNECTICUT

TOWN CLERK
EAST HARTFORD

MARCH 4, 2013

BUDGET WORKSHOP

CORRECTED 03-07-13

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

ALSO Marcia A. Leclerc, Mayor
PRESENT Michael P. Walsh, Finance Director
Clare Fravel, Grants Administrator
Tim Bockus, Director of Public Works
~~Gregg Verallis, Facilities Manager~~
Ted Fravel, Director of Parks & Recreation Department
~~Jim Uhrig, Parks and Recreation~~
Jim Cordier, Director of Health and Social Services
Joanne Dorn, Program Supervisor, Social Services
Michelle Pantaleo, Elderly Services Coordinator, Social Services
~~Michael O'Connell, Environmental/Public Health Supervisor~~

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:30 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381, after which he led the Town Council in the Pledge of Allegiance.

The Council reviewed the following department budgets for fiscal year 2013-2014:

Grants Administration

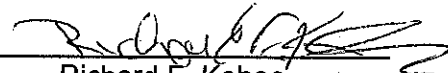
Public Works (6:45 p.m.)

Parks and Recreation (8:55 p.m.)

Health and Social Services (9:45 p.m.)

MOTION By Eric Thompson
seconded by Bill Horan
to adjourn (10:00 p.m.).
Motion carried 9/0.

Attest



Richard F. Kehoe,
Town Council Chair

Richard F. Kehoe

TOWN COUNCIL MAJORITY OFFICE

MARCH 5, 2013

EXECUTIVE SESSION

2013 MAR -7 A 8:57

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr. (arrived 7:25 p.m.),
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 (via telephone)

ALSO Rich Gentile, Assistant Corporation Counsel
PRESENT

CALL TO ORDER

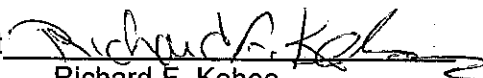
Chair Kehoe called the meeting to order at 7:00 p.m.

MOTION By Eric Thompson
seconded by Barbara Rossi
to **go into** Executive Session to discuss the legal opinion regarding the
East Hartford Golf Course.
Motion carried 8/0.

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

ADJOURNMENT

MOTION By Eric Thompson
seconded by Barbara Rossi
to **adjourn** (7:35 p.m.)
Motion carried 9/0.

Attest 
Richard F. Kehoe
Town Council Chair

Robert J. Rossi

EAST HARTFORD TOWN COUNCIL

2013 MAR -8 A 8:57

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

MARCH 5, 2013

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

ABSENT Councillor Esther B. Clarke

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:45 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc stated her support for the following agenda items: (1) Grocery Delivery Program Grant; (2) appointment of Peg Byrnes to the Historic District Commission; and (3) Riverfront Recapture's amusement permit application for Riverfest 2013. In addition, Mayor Leclerc spoke to the Council on the following matters: (1) the new pharmaceutical collection program started this week with the installation of a permanent drop-off box at the Public Safety Complex; (2) the East Hartford Chamber of Commerce will host their 98th Annual meeting at Goodwin College; (3) the Mayor's Youth Employment Initiative which will provide internship opportunities for high school students; and (4) Rentschler Field will now be managed by Global Spectrum.

APPROVAL OF MINUTES

February 19, 2013 Public Hearing/Ordinance Revisions

MOTION By Barbara Rossi
seconded by Pat Harmon
to approve the minutes of the February 19, 2013 Public Hearing/Ordinance Revisions.
Motion carried 8/0.

February 19, 2013 Regular Meeting

MOTION By Barbara Rossi
seconded by Eric Thompson
to approve the minutes of the February 19, 2013 Regular Meeting.
Motion carried 8/0.

February 25, 2013 Budget Workshop/Police & Fire Departments

MOTION By Barbara Rossi
seconded by Pat Harmon
to **approve** the minutes of the February 25, 2013 Budget Workshop/Police
and Fire Departments.
Motion carried 8/0.

February 27, 2013 Budget Workshop/Inspections & Permits Dept. & Board of Education

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the February 27, 2013 Budget
Workshop/Inspections & Permits Department and Board of Education.
Motion carried 8/0.

NEW BUSINESS

Recommendation from the Real Estate Acquisition & Disposition Committee: Removal of
Retaining Wall – 157 King Street

MOTION By Linda Russo
seconded by Barbara Rossi
to **authorize** the town to enter into a temporary construction and
access easement with the property owner of 157 King Street for the
purposes of removing an existing concrete block wall that is failing,
as detailed in a memo dated January 17, 2013 from Tim Bockus,
Director of Public Works, to Marcia Leclerc, Mayor, and as
unanimously approved at the February 19, 2013 Real Estate
Acquisition & Disposition Committee meeting.
Motion carried 8/0.

North Central Area Agency on Aging: Grocery Delivery Grant

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

That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized and directed to file an application on forms prescribed by the North Central Area Agency on Aging, Inc. for financial assistance in an amount not to exceed \$3,000 and upon approval of said request to enter into and execute a funding agreement and any amendments as may be required with the North Central Area Agency on Aging, Inc. for the purposes of administering a grocery delivery to elderly residents program.

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

Refund of Taxes

MOTION By Marc Weinberg
seconded by Eric Thompson

to refund taxes in the amount of \$ 3,429.02
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2010-03-0064172	ALLY FINANCIAL/LOUISVILLE PPC LOUISVILLE PPC	2007//1GNFK13027R296545	\$ (701.14)
2011-03-0051644	ARSENAULT JON E	2010//JTJBK1BA6A2403255	\$ (619.39)
2011-03-0053121	BERTE ERIC A	1995//1FTEX14H2SKC14292	\$ (57.90)
2011-03-0055422	CAPLETTE ELIODORE P OR CAPLETTE DONNA L	2010//3FAHP0HA5AR355216	\$ (19.09)
2011-04-0082858	GARCIA BERENICE	1995//JA3AJ46G4SZ010573	\$ (11.73)
2011-03-0078968	POWELL CHRISTIN D	1995//1MELM5045SG627562	\$ (53.36)
2011-03-0082048	RYDER TRUCK RENTAL INC	2005//1NKDXUEX85J073241	\$ (1,341.90)
2011-03-0082071	RYDER TRUCK RENTAL LT	2006//1FVACWDC76HW31989	\$ (483.32)
2011-03-0084542	ST ELIZABETH MANOR INC	2009//JN8AS58V99W192044	\$ (97.68)
2011-03-0087619	VERGARA MONICA G OR	2011//3N1AB6AP2BL730398	\$ (43.51)
		TOTAL	\$(3,429.02)

Referral to the Fees Committee re: Proposed Lease Amendment with Metro PCS

MOTION By Ram Aberasturia
seconded by Barbara Rossi
to refer to the Fees Committee the proposed lease amendment between the Town of East Hartford and Metro PCS, successor in interest to Youghiogeny Communications, regarding the leasing of an additional 9' x 10' area to allow for additional equipment space at the town's cell tower site at the Veterans Memorial Clubhouse located at 100 Sunset Ridge Drive, and to report back to the Town Council with its recommendations, if any.
Motion carried 8/0.

Appointment to Historic Commission

MOTION By Linda Russo
seconded by Eric Thompson
to approve the appointment of Margaret "Peg" Byrnes of 57 Garvan St. to the Historic District Commission, whose term shall expire December 2018.
Motion carried 8/0.

Riverfest 2013

MOTION By Marc Weinberg
seconded by Barbara Rossi

to approve the outdoor amusement permit application, Riverfest 2013, filed on behalf of Riverfront Recapture, Inc. by Jessica Leone, its Public Events Manager, to conduct outdoor musical entertainment with food, vendors, roaming entertainment, activities and a fireworks show at Great River Park and Founders Plaza on Saturday July 6, 2013 – with a rain date of Sunday, July 7, 2013 – between the hours of 4PM and 10PM, with music occurring between the hours of 4PM and 10PM; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Ken Laliberte, 159 Margaret Drive, South Windsor, President of the East Hartford Men's Golf Club, presented the Council with a brief history of the Men's Golf Club. He would like to increase the membership of the Golf Club and believes that is possible if the golf course itself was improved. Some of the issues he brought up were: (1) keeping the greens mowed; (2) halting the growth of crabgrass throughout the course; and (3) reinvesting revenue into the golf course and clubhouse to protect the town's investment.

In addition, Mr. Laliberte shared with the Council the Club's thoughts on the Mayor's recommendations for the Golf Course.

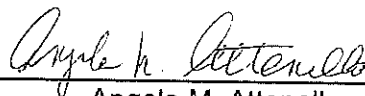
Mayor Leclerc announced that the new Development Director, Eileen Buckheit, will start on March 20th.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (8:25 p.m.).
 Motion carried 8/0.

The Chair announced that the next *regular* meeting of the Town Council would be on March 19, 2013. The public hearings scheduled for the 2013-2014 budget will be March 6th and 7th.

Attest



Angela M. Attenello
TOWN COUNCIL CLERK

Robert J. Pesek

TOWN COUNCIL CHAMBER 2013 MAR -8 A 8: 57
EAST HARTFORD, CONNECTICUT TOWN CLERK
EAST HARTFORD

MARCH 6, 2013

PUBLIC HEARING/BUDGET

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

ABSENT Councillor Esther B. Clarke

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:04 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381 after which the Council joined him in the Pledge of Allegiance.

The Chair gave a brief overview of the Mayor's recommended 2013-2014 budget totaling \$170,252,851 which represents a 1.2% increase in expenditures. The major driver for the increase in expenditures is the town's \$1.3M contribution to the employees' pension plan. That portion of the Mayor's recommended budget which is allocated to the Board of Education is \$87,266,419 which represents \$1.5M increase over last year's budget.

Additionally, the Chair stated that monies have been set aside in the proposed budget for studies relative to the town's Plan of Conservation and Development, which, by state statute, has to be updated every ten years. The monies will be for the hiring of a consultant to modify that plan and also to assist the town in developing better opportunities for its core areas – Main Street, Burnside Avenue, Silver Lane and the riverfront properties.

Chair Kehoe stated that the Mayor's recommended budget will equate to a tax increase of 2.6% which, for the average taxpayer, will be an approximate increase of \$112.00 a year in their property taxes.

The following citizens came forth to speak:

Franklin Kucza, 87 Greenlawn Street, strongly believes that, due to poor economic conditions, no wage increases should be allocated to the town's employees. Additionally, Mr. Kucza suggested the Council delay action on the town's budget until the state legislature passes their budget.

John Bezzini, 92 Copper Beech Way, urged the Town Council to involve the state legislators in changing the fundamental structure of the way property taxes are determined. Also, Mr. Bezzini applauded the Mayor for posting employee wages and benefits to the town's website.

Susan Kniep, 44-46 & 50 Olde Roberts Street, (1) spoke to the issue of both federal and state budgets and the financial impact that has on the town; (2) thanked the Mayor for her consistent dedication to transparency in accounting by posting various financial information to the town's website; (3) suggested that the Town Council hold another public hearing after they present their budget to the residents and before actually setting the budget; (3) asked the Chair to obtain a legal opinion on what recourse the voters have if the town needs to issue supplemental tax bills after the Governor's budget is passed; (4) spoke to various revenue sources for the town – leases for the East Hartford Golf Course and the East Hartford Community Cultural Center; (5) inquired on the town's payment of a \$3M loan to the Connecticut Development Authority regarding the removal of oil tanks at property where Goodwin College is now located; (6) inquired when the Council will act on the referral to the Ordinance Committee on the enhancement of the town's ethics laws; and (7) questioned the financial impact the DROP program has on the town's budget.

Donald Sugalski, 1736 Main Street, asked for clarification on the Mayor's statement in the budget book regarding a fund balance "...at a statistically lower level than our peers...". (*The Chair answered that this statement refers to the town's pension fund.*) Additionally, Mr. Sugalski stated that he believes the loan to the Connecticut Development Authority is closer to \$6M, when interest is factored in.

ADJOURNMENT

MOTION By Eric Thompson
 seconded Bill Horan
 to adjourn (8:45 p.m.).
 Motion carried 8/0.

Attest Angela h. Attenello
 Angela Attenello
 Town Council Clerk

Robert J. Beck

2013 MAR 11 A 9:49

TOWN COUNCIL CHAMBER
EAST HARTFORD, CONNECTICUT

TOWN CLERK
EAST HARTFORD

MARCH 7, 2013

PUBLIC HEARING/BUDGET

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

ABSENT Councillor Esther B. Clarke

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:08 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381 after which the Council joined him in the Pledge of Allegiance.

The Chair gave a brief overview of the Mayor's recommended 2013-2014 budget totaling \$170,252,851 which represents a 1.2% increase in expenditures. The major driver for the increase in expenditures is the town's \$1.3M contribution to the employees' pension plan. That portion of the Mayor's recommended budget which is allocated to the Board of Education is \$87,266,419 which represents \$1.5M increase over last year's budget.

Additionally, the Chair stated that monies have been set aside in the proposed budget for studies relative to the town's Plan of Conservation and Development, which, by state statute, has to be updated every ten years. The monies will be for the hiring of a consultant to modify that plan and also to assist the town in developing better opportunities for its core areas – Main Street, Burnside Avenue, Silver Lane and the riverfront properties.

Chair Kehoe stated that the Mayor's recommended budget will equate to a tax increase of 2.6% which, for the average taxpayer, will be an approximate increase of \$112.00 a year in their property taxes.

The following citizens came forth to speak:

Edith Lacey, 1 Marjorie Lane, Manchester, District Library Media Specialist for the East Hartford Public Schools, addressed the Council on the importance of funding the library section of the budget. Ms. Lacey stated that since funding has been flat over the last several years, the school libraries – particularly the elementary schools – have relied on donations for books. To emphasize her point, she brought with her some of the books used by the students which were torn and in poor condition. Ms. Lacey also stated that three of the district's elementary schools are below state and national standards for materials per student.

Tim Coppage, 235 East River Drive, President of the East Hartford Chamber of Commerce, spoke on behalf of the Mayor's budget and for the support of the East Hartford Chamber of

Commerce. He introduced members of the Board of Directors who were in attendance this evening: Bill Dokas, President and CEO of American Eagle Federal Credit Union, Heather Summerer, of Pratt & Whitney, who is the out-going Chairperson of the Chamber of Commerce, and Joe Bierbaum, who is the in-coming Chairperson of the Chamber of Commerce and the new CEO of Stone Academy.

Kim Tipton, 147 Kingston Drive, who is also a teacher, believes that funding for the schools should be a top priority and the \$480,000 allotment for supplies and text books should not be cut.

Franklin Kucza, 87 Greenlawn Street, spoke to the issue of registering vehicles in the town of East Hartford.

Mary Symkowicz, 805 Tolland Street, President of the East Hartford Paraprofessionals, stated that East Hartford's future is the children and asked that no cuts be made to the funding of supplies and text books.

ADJOURNMENT

MOTION

By Eric Thompson
seconded Bill Horan
to adjourn (7:50 p.m.).
Motion carried 8/0.

Attest


Angela Attenello
Town Council Clerk

Robert J. Resak

TOWN COUNCIL MAJORITY OFFICE

2013 MAR 13 A 9:34

MARCH 12, 2013

TOWN CLERK
EAST HARTFORD

SPECIAL MEETING/School-based Health Centers

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

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:35 p.m. He provided an overview of the
HRSA grant for the school-based health center program.

MOTION By Barbara Rossi
seconded by Ram Aberasturia
to authorize the Mayor to sign letters evidencing a federal interest in
Hockanum School, East Hartford High School and East Hartford Middle
School to the extent of a federal school-based health center grant
providing site improvement funding in a total amount of \$121,950.00,
provided that adequate additional documentation of the actual
expenditures shall be provided to the Town by Integrated Health
Services.
Motion carried 9/0.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Bill Horan
to adjourn (6:48 p.m.)
Motion carried 9/0.

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

Robert J. Rossi

2013 MAR 13 A 10:11

TOWN COUNCIL CHAMBERS
EAST HARTFORD, CONNECTICUT

TOWN CLERK
EAST HARTFORD

MARCH 12, 2013

SPECIAL MEETING/BUDGET

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

Chair Kehoe called the meeting to order at 7:00 p.m. He announced the exit locations in accordance with Connecticut General Statutes § 29-381, after which the Council joined him in the Pledge of Allegiance.

The Chair called for a moment of silence to honor the life of Paul Buchanan, a 24-year veteran of the East Hartford Police Department, who had passed away this morning. He had been the recipient of several awards and citations commending his work in the department. He will be missed.

Adoption of the 2013-2014 Budget

MOTION By Barbara Rossi
seconded by Marc Weinberg
to adopt the following budget for 2013-2014 in accordance with Section 6.4(b) of the Town Charter, as follows:
That the Mayor's proposed budget which
resulted in the Town Government Budget of-----\$ 73,444,460
Board of Education Budget of-----\$ 87,266,419
and a Debt Service payment of -----\$ 8,103,988
and a Capital Improvement Budget of----- \$ 1,437,984

for a total budget of -----\$170,252,851
be amended as follows:

Account Number	Description	Amount	Comments
G0370-40067	Current Tax Levy	(23,288)	Council directed reduction
G2500-62214	Probate Court - Books, Maps	200	Increases requested by Probate Court
G2500-62311	Probate Court - Office Supplies	60	Increases requested by Probate Court
G2500-62316	Probate Court - Copier	110	Increases requested by Probate Court
G2500-63236	Probate Court - Off Eq. Maint.	(130)	Increases requested by Probate Court

G2500-64600	Probate Court - Furniture	4,000	Increases requested by Probate Court
G2950-60110	Grants - Perm. Services	(4,624)	Increases requested by Probate Court
G2100-60110	Mayor's Office - Perm. Services	22,587	Move existing employee to Mayor's Office
G4100-60110	Development - Perm. Services	9,813	New Hire salary base
G3800-61430	Emp. Benefits - Pension Contrib.	(476,812)	Council directed reduction
G3800-61466	OPEB Contribution	476,812	Council directed contribution
G9510-66411	General Oblig. Debt – Int. on Debt	29,187	Inc.debt service based on actual bond refunding
G7400-60110	Waste Services - Perm. Services	(5,690)	Restate employee rate to actual grade 105 step 1
G9842-63129	P and Z - Consultant	(50,000)	Reduce costs associated with Plan of Dev.
G3700-63138	Tax Office - Contract Services	12,299	To budget for DMV fees
G2100-63133	Mayor's Office - Prof. Services	10,000	Chamber of Commerce
G9841-62213	Eco. Dev. - Dues and Subs.	(10,000)	Chamber of Commerce
G3400-62313	Purchasing - Paper	(2,000)	Council directed reduction
G3400-63236	Purch. - Office Eq. Maint.	(1,000)	Council directed reduction
G3600-60141	Assessor - Overtime	(4,000)	Council directed reduction
G3900-63340	Risk - CPR Instruction	(240)	Council directed reduction
G5320-62321	Fire App. Maint - Gasoline and Fuel	(20,000)	Council directed reduction
G6100-63138	Inspections - Contract Services	(1,400)	Council directed reduction
G7801-62347	Build. Maint. - Supplies	(2,000)	Council directed reduction
G7802-63236	Build. Maint. - PSC Maint.	(5,000)	Council directed reduction
G9815-60120	Board Assess. Appls - Clerk Wages	(5,000)	Council directed reduction
G9824-60120	Library Commission - Clerk Wages	200	Council directed addition
G9824-62216	Library Commission - Prof. Dvlpmnt	(460)	Council directed reduction
G9843-62216	Inland/Wetlands - Prof. Dvlpmnt	(200)	Council directed reduction
Subtotal - Expenditure Increase (Decrease)		<u>(23,288)</u>	
Net Increase (Decrease) to Mayor's Recommended Budget		<u><u> </u></u>	

Provided the Mayor shall prepare and present to the Council, a report detailing the use of the \$10,000 appropriation to the East Hartford Chamber of Commerce for the purposes of local development and commerce projects.

Motion carried 6/3 Nays: Thompson, Harmon, Clarke

MOTION By Barbara Rossi
seconded by Linda Russo
to refer to the Town Council Budget Subcommittee the issue of
consolidation and coordination of the town's libraries and school media
centers.
Motion carried 9/0.

MOTION By Barbara Rossi
seconded by Marc Weinberg
that the taxes for the uniform fiscal year 2013-2014 will be due and
payable as follows: one half on July 1, 2013 and one half on
January 1, 2014, except when the tax due is not in excess of \$300
and then it shall be due and payable in full on July 1, 2013, or when the
property tax due is in an amount less than \$5.00, such tax shall be waived
pursuant to C.G.S. Section 12-144c.
Motion carried 9/0.

MOTION By Barbara Rossi
seconded by Linda Russo
to adopt the following receipts for the
2013-2014 uniform fiscal year in accordance
with Section 6.4(b) of the Town Charter as follows:

Grand List as of October 1, 2012	\$ 2,691,709,967
Tax Collection Rate 97.80	
Mill Rate of 43.904	
Generating taxes of	\$ 115,576,950
(Local Elderly, Veteran's, Leased Engines Relief)	- 1,025,000
Other Receipts	\$ 55,677,613
Total Revenue	\$ <u>170,229,563</u>

Motion carried 9/0.

Resolution Approving the Proposed Special Revenue Program and Budget for the Fiscal
Year 2013-2014

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

BE IT, THEREFORE, RESOLVED:

That the East Hartford Town Council does hereby approve the Mayor's recommendation for
the Special Revenue Programs to be conducted during the fiscal year 2013-2014 on a self-
supporting basis, and further requires that any new programs to be offered under Special
Programs Fund must first be approved by the Town Council. The Council further requires

that any excess funds accruing in this account at the end of each fiscal year, as determined by the independent auditors, shall be transferred to the General Fund as revenue in the next succeeding fiscal year.

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

East Hartford Golf Course Special Fund

MOTION By Barbara Rossi
seconded by Marc Weinberg
that all rental payments received by the Town related to the
East Hartford Golf Course lease, shall be used for the benefit and
improvement of the golf course and club house provided all
expenditures are approved first by the Town Council.
Motion carried 9/0.

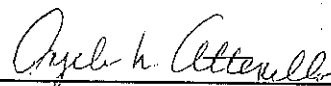
Adoption of the Town of East Hartford's 5-Year Capital Improvement Plan

MOTION By Barbara Rossi
seconded by Marc Weinberg
to adopt the Town of East Hartford's 5-Year Capital Improvement Plan for
fiscal years 2013-2014 through 2017-2018 as contained in the Mayor's
Recommended Budget for Fiscal year 2013-2014. Additionally, prior to the
encumbrance of funds for the signage related to the Route 5 and 15 overpass
on Silver Lane the final design of the signage shall be presented to the
Council for their approval.
Motion carried 6/0. Nays: Thompson, Harmon, Clarke

ADJOURNMENT


MOTION By Eric Thompson
seconded by Bill Horan
to adjourn (7:55 p.m.)
Motion carried 9/0.

Attest



Angela Attenello
Town Council Clerk

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

DATE: March 5, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: COMMUNICATIONS: Resignation Boards and Commissions

Attached is a copy of a resignation letter from Linda Carrasquillo from the Patriotic Commission and Veterans Affairs Commission. She was a valuable member of these Commissions and will be missed by fellow members, employees of the town and residents of the community.

Please place this communication on the Town Council agenda for March 19, 2013.

Thank you.



From LINDA L. CARRASQUILLO
66 Arnold Drive ~ East Hartford, CT 06108



March 2013

RECEIVED

MAR - 4 2013

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

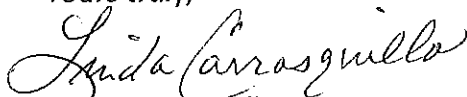
Mayor Marcia A. Leclerc
Town of East Hartford
740 Main Street
East Hartford, CT 06108

It is with regret that I relinquish positions on the Patriotic Commission and Veterans Affairs Commission for the Town of East Hartford. I have retired from my employment and presently in the process of relocating to Georgia.

Thank you for giving me this opportunity to serve and my prayers and concerns will continue to be with you, even in my absence so far from Connecticut.

It has been a privilege and honor working with the members of these Commissions and especially residing in the lovely town of East Hartford for 39 years!

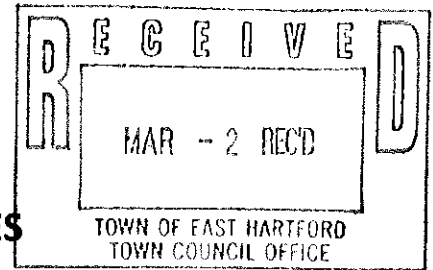
Yours truly,


Linda Carrasquillo

Cc: Members of the Patriotic Commission

Cc: Members of the Veterans Affairs Commission

ELECTION DAY EMERGENCY PROCEDURES



Except for loss of power, the following procedures have been in effect for a number of years.

It is important to remember that in the case of emergencies, alarms or disorders the poll workers and the Registrars of Voters are subject to the orders of police, fire or other emergency personnel.

BALLOTS

To determine the number of ballots, including absentee ballots, to be ordered we first consider the voter turnout in past years for like elections. This estimate may be changed for unusual circumstances such as a particularly intense campaign or, in local elections, the presence of questions which engender increased voter attention. We then add 10 per cent to set the total number of ballots ordered.

A small number of ballots are kept in the Registrars' office to be used to photocopy additional ballots should a shortage develop for unanticipated reasons.

POLL WORKER SHORTAGE

A list of trained workers is maintained should a last minute shortage of workers develop due to illness, failure to appear or any other reason. A list of available Moderators is maintained for the same reason.

MACHINE MALFUNCTIONS

Each polling place has a several backup batteries for the scanners to be used in the event of a power failure. Each polling place also has a backup scanner if the original should malfunction.

POWER FAILURES AND EMERGENCIES

There are two elements to this section. First, a power or other problem at a single polling place. Second, a town-wide major disaster in which all or multiple polling places are affected.

PAGE 2

In the first instance each polling place will be assigned to an alternate fully operating polling place. All functions of the affected polling place will be moved to its alternate. The following pairings are in effect:

District 1 Norris School to District 2 Langford School.

District 2 Langford School to District 1 Norris School.

District 3 Mayberry School to District 2 Langford School.

District 4 Silver Lane School to District 5 Hockanum School

District 5 Hockanum School to District 4 Silver Lane School

District 6 Goodwin School to District 7 St. Christopher's Hall

District 7 St. Christopher's Hall to District 6 Goodwin School.

In the second instance (town wide failures) polling places will be moved to buildings which have generators for power. These sites are Town Hall, the Public Safety Complex and the High School. There will be more than one polling place at each emergency location. Voting Districts 1, 2 and 3 will be moved to the Public Safety Complex. Voting Districts 4 and 5 will be moved to Town Hall. Districts 6 and 7 will be moved to the High School.

Information spelling out these changes will be disseminated through TV and radio stations and posting on the town's web site.

When these proposals are finalized we will post a sign at each polling place in every election or primary advising voters where they should go in each instance. If possible to do safely a staff member will be posted at each affected polling place to provide real time information to voters.

DISORDER IN THE POLLING PLACE

In the event of a disorder that cannot be quickly resolved by the Moderator the Moderator is instructed to dial 911 for assistance, then call the Registrars. In no case should the Moderator or any other worker take any action that could place them in danger. Wait for police or fire personnel.

ALARMS

First, in any alarm situation the poll workers and Registrars will be subject to the control of emergency personnel (police and fire).

If a fire or other alarm is sounded the Moderators are instructed to see to the safety of voters and poll workers first.

PAGE 3

If possible to do without danger to personnel and only with the approval of first responders, poll workers are to safeguard and remove critical polling equipment and records. The Tabulator Tender should attempt to roll the tabulator out of the polling place or remove and carry out the scanner. The Ballot Clerk should attempt to bring outside all unused ballots. Checkers should bring their official lists with them. The Moderator and Assistant Registrars should safeguard or bring out with them all important materials in their areas.

None of these actions are to be taken if they pose the slightest danger to personnel.

Per: Registrars of Voters

Mary J. Mourey


Judith Shanahan



MEMORANDUM

DATE: February 1, 2013

TO: The East Hartford Town Council

FROM: Marcia A. Leclerc, Mayor 

TELEPHONE: (860) 291-7201

RE: **Golf Course Analysis and Discussion/Possible Contract Recommendations**

On January 25, 2013, the recently reconvened Golf Course Task Force Committee delivered to me 11 recommendations with respect to improvements they would like to see at the golf course.

The committee's work was thorough and completed timely in advance of the golf season, and for that I am appreciative. Accordingly, I would like to thank Chairperson Esther Clarke and members Chris Kehoe, Tom Gorman, Pat Costello, Tom Rup, Tim Birtles, and Frank Vignati for helping the town sort through the complicated issues facing the golf course and this community.

History of the East Hartford Golf Course

For the benefit of the casual observer, it should be noted that the Town of East Hartford operated the golf course with town employees through the 2007 golf year. In the last nine years of operating the course, the town lost in excess of \$800,000 (before the addition of the cost of contractual benefits proved to the employees working at the course). Those losses were eventually borne directly by the taxpayers of the town in a Fund Balance transfer in 2008.

A steady decline in the number of rounds played at the course (from 60,000 annual rounds in the 70's to 20,000 annual rounds today) and the increased costs associated with operating a golf course were the primary drivers of the losses.

To avoid future losses, Mayor Currey commissioned a Golf Course Task Force Committee in 2006. The work of that committee is reproduced below in summary form.

The 2006 Golf Course Task Force Committee Summary

1. Citizens have clearly signaled that they desire to retain the East Hartford Golf Course.
2. As of June 30, 2006, the combined Golf Course Operating Fund and Golf Course Capital Improvement Fund deficit is \$808,000.
3. The cost of operating the course (labor, chemicals, water, etc...) is steadily increasing while the rounds played at the course have decreased significantly from a high of 60,000 during the 1970's to about 20,000 rounds played annually today.
4. The course does not drain well which creates inconsistent playing conditions which is unappealing to golfers. A comprehensive drainage study should be undertaken.

5. More courses have opened recently in the area leading to more competition for the shrinking population of local golfers.
6. Many improvement recommendations were made, but in particular, 100 trees should be culled from the course to improve the sunlight and increase ventilation on fairways.
7. The clubhouse and restaurant are dreary and do not draw visitors.
8. The course operation should be moved from the Parks and Recreation Department.

The Negotiations with Town Employees and the Issuance of a Request for Proposal

In order to turn the operation of the golf course over to an outside entity, a negotiation with the bargaining units impacted was had which resulted in the town's ability to hire a management company.

Accordingly, the town issued a request for proposal and interviewed three firms who submitted bids to operate the course. One bid asked for an annual management fee to be paid by the town to operate the course while the other two bids provided substantial rental payments to the town.

The Selection of MDM Golf

Based on their submission, MDM Golf was selected to operate the golf course beginning in 2008 under a 10-year lease whereby MDM paid the town \$140,000 in annual rent for the first five years of the lease with the annual rent increasing to \$150,000 in the last five years of the contract. MDM holds an option to extend the contract another 10 years with the annual rent increasing to \$160,000 in years 11 through 15 and then increasing to \$170,000 per year in years 16 through 20. MDM also was required to complete \$200,000 of capital improvement each year for the first five years of the lease.

Related to the first five years of the lease, MDM has paid the Town \$700,000 in rent and completed \$1.2 million of capital improvements, so they are in "good standing" with respect to the terms of the lease.

The Golf Course Then and The Economic Impact to Golf Since 2008

The East Hartford Golf Course in 2007 had significant issues the town was unable to address due to funding constraints. Those issues included deteriorating drainage which gave rise to many unplayable areas at the course as well as inconsistent irrigation due to damaged sprinkler heads. The ability to get water off the course was impaired, and the ability to get water onto the course when needed was also impaired. The result was a soggy, unplayable course when it rained, and a burnt out course when the heat of the summer was in full force.

Extensively dense forestation on holes three, four, five, and twelve did not allow sufficient air flow, light, and water to penetrate greens and turf on those holes, resulting in distressed conditions. It should be noted that 75% of the golf course is situated in a wetlands.

The impact of the economic malaise starting in 2008 also proved to be a drag on the ability of the course to attract new golfers and retain existing golfers. In general, disposable income declined, and as such, golf play declined 25% compared to pre-great recession benchmarks.

Today, the economy continues to grow, albeit very slowly. Many of the conditions identified above have been addressed by MDM in the form of \$1.2 million of capital improvements including new sprinkler heads, timers, new drainage installation in fairways, greens, and sand traps, as well as the deforestation of the holes impacted. A turf management program, albeit with an extensive incursion of crab grass in 2012, now exists. New commercial equipment using natural gas has been installed in the

restaurant. New tables, chairs, a bar area, and carpeting have also been installed in the restaurant. The town has replaced the leaky roof, completed extensive painting on the exterior of the clubhouse, and plans on installing a new flag pole.

In summary, from 2008 to 2010, MDM was making substantial improvements to the course and restaurant. However, in 2011 and 2012, conditions no longer improved and in some cases deteriorated. Even today after the many MDM improvements, the magnitude of needs at the golf course are overwhelming. Today, like in 2007, East Hartford continues to be a community without the resources to adequately address the varying needs at the golf course.

To study the history, the effect of the economy on the course, and the current conditions, I reconvened the Golf Task Committee once again, and their 11 recommendations are reproduced below.

The 2013 Golf Course Task Force Recommendations

1. Offer an option to MDM to terminate the lease – without penalty – by February 4th (prepare an updated RFP to send out – MDM can respond)
2. At the town's expense, retain the services of USGA to prepare a USGA Green Section Turf Advisory Service Report.....note if ordered and paid before May 15th the cost is \$2800.00
3. MDM to hire a PGA Pro to run the Pro Shop/give lessons etc.
4. Pro Shop should be stocked with supplies for sale by MDM
5. 3 Tee Boxes at 8 – 14- 16 should be changed back to the original configuration
6. Town should appropriate funds to renovate bathrooms
7. Since the Capital Improvements in the Lease with MDM are completed, the Town should put the rent paid by MDM into an account (other than the General Fund) to be used for further improvements on the Course.
8. An ad hoc committee should be formed by the Mayor to be in touch with MDM at least monthly to review the course and any problems noted to foster good relations. This committee would recommend to the Mayor where monies could be reinvested in the course.
9. The Mayor should ask MDM to work with the school system to establish a First Tee Program as well as interact with the High school's golf team. New Programs for teaching golf should be established in connection with the Parks & Recreation Department.
10. A program to establish Rangers at no pay but for free play should be enacted. These Rangers should watch Tee Boxes, supervise the play on the course, fill ball washers, and note any problems and report them to the Pro Shop.
11. Recommend that MDM get consultants to get the restaurant operating profitably and/or opt to sublet the restaurant as provided under current contract.

As I sort through and weigh all information, my "core beliefs" are detailed below:

1. The town is not capable of operating the golf course at breakeven without town funding
2. The town should not use taxpayer money to subsidize golf operations or capital investment
3. Even if the town was to rebid the operation of the golf course and replace MDM Golf, the new firm would likely charge the town a \$100,000 annual fee with the town supplying a capital investment of \$300,000 for various mowers and golf carts with no guarantee of better playing conditions at the course
4. Without the prospect of significant new rounds of golf played at the course (revenue), the rising cost of operations (fertilizers, gas, and diesel), would likely cause the town to subsidize approximately \$200,000 per year toward the operation of the course
5. With additional and proper oversight by the town, MDM Golf is in the best position to address the outstanding issues at the course under a revised contract

Accordingly, I am recommending the following contractual changes to the Town Council. The changes are as follows, and if approved, will be incorporated into the contract by Assistant Corporation Counsel Richard Gentile by contract addendum.

1. MDM, at their expense, will retain the services of the USGA to prepare a USGA Green Section Turf Advisory Service Report and provide that report to the town by June 30, 2013
2. MDM, at their expense, will hire a certified PGA Professional to oversee the operation
3. MDM, at their expense, will allocate \$25,000 to stock the pro shop with consumable golf supplies including golf balls, golf hats, towels, tees, sunscreen, and golf shoes. They are not expected to stock golf clubs or golf bags due to the custom nature of the business and cost
4. MDM will return the tee boxes at holes 8, 14, and 16 to their original configuration
5. The Town will put the annual rent paid by MDM into a dedicated account to be used at the course. Using this funding, the town will address the upstairs bathroom renovations first
6. The Parks and Recreation Director will be the point of contact with MDM and together with the Finance Director, Public Works Director, and Assistant Corporation Counsel, will "walk the course" monthly (from April 1 to November 1) and provide a written summary of conditions to the Mayor
7. MDM will work with Parks Department and the School System to establish a First Tee Program to offer lessons and golf outreach and will interact regularly with the EHHS Golf Team
8. MDM will provide a written plan for rebranding the restaurant acceptable to the Mayor by March 31, 2013
9. MDM, at their expense, will install a coffee maker and refrigerated cooler in the Pro Shop so that golfers can purchase coffee, beverages, or snacks irrespective of the hours of the restaurant's operation
10. MDM will close the downstairs to the public and the town will allow MDM to open up the space for additional cart storage
11. MDM will replace the existing carts
12. MDM will continue to maintain "Port-o-potties" on the golf course for use by the golfers
13. The town will amend the annual rental terms as follows: To avoid the cost of a bond, \$75,000 will be paid to the town by April 1. To recognize the town owns this facility and to provide incentives for MDM to grow the business, a 50/50 revenue split on all golf based revenue over \$650,000 will be due and payable to the town by December 31 of every year will also be due.
14. The contract will automatically terminate on December 1, 2017.

I will be on hand for the February 19th Town Council Meeting to address this memo and any questions.

Cc: The Golf Course Task Force Members
Richard Gentile, Assistant Corporation Counsel
Michael P. Walsh, Director of Finance
Ted Fravel, Parks and Recreation Director
Tim Bockus, Director of Public Works
MDM Golf

TOWN COUNCIL CHAMBERS
GOLF COURSE TASK FORCE COMMITTEE

JANUARY 24, 2013

PRESENT Esther Clarke, Christopher Kehoe, Timothy Birtles, Frank Vignati, and Tom Rup

ABSENT Tom Gorman, Patricia Costello – via phone

ALSO Mike Walsh, Finance Director
PRESENT Rich Gentile, Assistant Corporation Counsel
Tim Bockus, Public Works Director
Ted Fravel, Parks & Recreation Director

Chair Clarke called the meeting to order at 6:00 p.m. She announced the exit locations in accordance with Connecticut General Statutes §29-381.

APPROVAL OF MINUTES

January 17, 2013 Meeting

MOTION By Timothy Birtles
seconded by Tom Rup
to **approve** the January 17, 2013 Golf Course Task Force Committee meeting minutes.
Motion carried 6/0.

NEW BUSINESS

Review of Information Received

Chair Clarke reviewed with the Committee the responses received from Assistant Corporation Counsel Rich Gentile to the questions Committee members asked at the January 17th meeting.

Pat Costello stated that the Golf Course Committee – which was originally formed under Mayor Currey – was dissolved prior to the RFP being sent out and the selection of MDM was made.

One of the issues of the existing contract for the Committee members is the verification of the work performed by MDM Golf LLC to the golf course. Timothy Birtles stated that since MDM Golf is now on year 6 of his contract, he is under no obligation to provide any additional investments and/or improvements to the golf course.

Chair Clarke stressed the fact that (1) the lease with MDM Golf LLC is in force and the town cannot terminate this contract, without penalty; and (2) the Mayor indicated that the town will not take back the maintenance of the golf course.

Chair Clarke distributed to the members spreadsheets that contained Sales, Operating Expenses and Restaurant Profit/Loss for MDM Golf from 2008 through 2012.

Development of Recommendations to Mayor Leclerc

The Committee discussed several issues that should be included in a list of recommendations. Mike Walsh, Finance Director, suggested that he and Attorney Gentile meet with Mr. Menchetti and his legal counsel to discuss the list of improvements that this Committee ultimately comes up with. Mr. Walsh will get back to the Committee with the results of that meeting and the Committee will then fine tune their recommendations and submit that final list to the Mayor.

The Committee Clerk read through her notes with the members and the following preliminary list resulted:

1. Offer an option to MDM to terminate the lease – without penalty – by February 4th (prepare an updated RFP* to send out – MDM can respond)
2. At the town's expense, retain the services of USGA to prepare a USGA Green Section Turf Advisory Service Report...note: if ordered and paid before May 15th the cost is \$2800.00
3. MDM to hire a PGA Pro to run the Pro Shop/give lessons etc.
4. Pro Shop should be stocked with supplies for sale by MDM
5. 3 Tee Boxes at 8, 14 & 16 should be changed back to the original configuration
6. Town should appropriate funds to renovate bathrooms
7. Since the Capital Improvements in the Lease with MDM are completed, the Town should put the rent paid by MDM into an account (other than the General Fund) to be used for further improvements on the Course.
8. An ad hoc committee should be formed by the Mayor to be in touch with MDM at least monthly to review the course and any problems noted to foster good relations. This committee would recommend to the Mayor where monies could be reinvested in the course.
9. The Mayor should ask MDM to work with the school system to establish a First Tee Program as well as interact with the High school's golf team. New Programs for teaching golf should be established in connection with the Parks & Recreation Department.
10. A program to establish Rangers at no pay but for free play should be enacted. These Rangers should watch Tee Boxes, supervise the play on the course, fill ball washers, and note any problems and report them to the Pro Shop.
11. Recommend that MDM get consultants to get the restaurant operating profitably and/or opt to sublet the restaurant as provided under current contract.

* Chris Kehoe suggested the following revisions to the RFP: update the fees structure and number of rounds played; remove Appendix A – Furniture & Equipment List; add the requirement that the course be maintained to PGA standards; in general, revise all dates to coincide with

present day. It was noted by Mike Walsh that the Purchasing Agent will be responsible for any changes to the RFP.

Approval of Disbursements: Payment of Clerk


MOTION By Chris Kehoe
 seconded by Frank Vignati
 to **pay** the Committee clerk \$100.00.
 Motion carried 6/0.

ADJOURNMENT

MOTION By Frank Vignati
 seconded by Tom Rup
 to **adjourn** (7:24 p.m.).
 Motion carried 6/0.

C: Town Council
 Mayor Leclerc
 Mike Walsh, Finance Director
 Rich Gentile, Assistant Corporation Counsel
 Tim Bockus, Public Works Director
 Ted Fravel, Parks & Recreation Director
 John Choquette, Development Director

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: March 8, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$6,884.04 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for March 19, 2013 meeting.

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

INTEROFFICE MEMORANDUM

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

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

SUBJECT: REFUND OF TAXES


DATE: 3/7/2013

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$6,884.04 See attached list.

Bill	Name	Address	Prop Loc	Vehicle Info.	Over Paid
2011-03-0051826	AUGER REBECCA M	4 1/2 TAYLOR AVE UNIT E NORWALK CT 06854	2003//1J4GL48K73W675472		\$ (244.33)
2011-03-0052818	BELANGER LINDA A	101 LYDALL RD E HARTFORD CT 06118 2048	2006//1YVHP80DX65M64760		\$ (57.38)
2011-01-0001211	BERNARDI ALICEA	49 SCOTT ST EAST HARTFORD CT 06118	49 SCOTT ST		\$ (64.43)
2011-03-0054021	BRAITHWAITE MOLLY S	14 MAY ST E HARTFORD CT 06108 3314	2011//5XYKTDAA20BG159637		\$ (8.52)
2011-04-0080981	BROWN SHAMECKA LISETTE	388 PARK AVE APT 1 E HARTFORD CT 06108 1784	1996//1YVGE22C9T5585939		\$ (18.74)
2011-03-0054856	BURNSIDE ICE INC DBA ICE COLD EQUIP CO	776 TOLLAND ST E HARTFORD CT 06108 2727	1999//1HTSLAAM0XH213665		\$ (234.99)
2011-03-0054893	BURZYNSKI GEORGE W 3RD	P O BOX 105 SOMERSVILLE CT 06072	1995//1FTDF15Y6SNA35779		\$ (69.11)
2011-01-0002452	CASSANDRA JOHN J & DOROTHY G	47 LEXINGTON RD EAST HARTFORD CT 06118	47 LEXINGTON RD		\$ (316.43)
2011-03-0056101	CECERE LYNN M	48 SKYLINE DR E HARTFORD CT 06118 3050	2004//JN8DR09Y64W913630		\$ (5.00)
2011-01-0004761	CORELOGIC ATTN: REFUND DEPT. DFW-1-3	1 CORELOGIC DR WESTLAKE TX 76262	100 LANGFORD LN		\$ (1,728.30)
2011-03-0059450	DENT MATTIE M	60 AMY DR E HARTFORD CT 06108 1801	2006//KMHDN46D16U378636		\$ (58.45)
2011-03-0064710	GORDON RAYNELL	78 WILLOW BROOK ROAD E HARTFORD CT 06118 1841	2002//1G1JC124227226559		\$ (119.81)
2011-03-0065120	GRENIER MARIE B	76 CHEYENNE RD E HARTFORD CT 06118 2510	2009//5NPET46C49H409950		\$ (10.00)
2011-01-0006495	HARTIGAN LILLIAN	78 HERBERT DR EAST HARTFORD CT 06118	78 HERBERT DR		\$ (1,000.00)
2011-04-0083934	JONES KENNETH G	71 MADISON ST E HARTFORD CT 06118 2319	1995//1N4BU31D6SC186313		\$ (80.02)
2011-03-0068941	KELSO WALTER T	55 BIRCHWOOD RD E HARTFORD CT 06118 1701	2008//3N1BC13E78L401141		\$ (176.73)
2011-03-0055002	LEONE THROWE TELLER & NAGLE	33 CONNECTICUT BLVD E HARTFORD CT 06108 3008	2001//SCALD61E41CX07575		\$ (1,446.52)
2011-03-0073918	MICKIEWICZ GENEVIEVE F	133 WASHINGTON AVE E HARTFORD CT 06118 2658	1999//KMHJF25F4XU838803		\$ (6.59)
2011-03-0074631	MOREAU AURELIEN A	70 BROOKLINE DR E HARTFORD CT 06108 2914	2006//5TETX22N06Z191439		\$ (107.26)
2011-03-0074811	MORRISON JOHN G OR MORRISON ANITA M	47 WOODBRIDGE AVE E HARTFORD CT 06108 4032	2007//5TDZK23C57S048183		\$ (72.85)

2011-04-0085415	NEARING BRYAN E OR NEARING SHELLY	377 SCHOOL ST E HARTFORD CT 06108 1135	2009//3GNCA13B29S609813	\$ (138.43)
2011-03-0075647	NGUYEN TUAN H	121 SAWKA DR E HARTFORD CT 06118 1324	2003//WBAGN63483DS43938	\$ (105.83)
2011-03-0077049	PAGE FRANK E	763 OAK ST E HARTFORD CT 06118 3047	2007//JF1GG63627G804966	\$ (232.57)
2011-01-0011493	SMITH BURNSIDE PROPERTIES L L C	441 HILLS STREET EAST HARTFORD CT 06118	611 BURNSIDE AVE	\$ (30.00)
2011-02-0042094	STONE ACADEMY	745 BURNSIDE AVE EAST HARTFORD CT 06108	745 BURNSIDE AVE	\$ (291.29)
2011-03-0086313	TOYOTA MOTOR CREDIT CORP	BOX 105386 ATLANTA GA 30348	2008//4T1FA38PX8U160770	\$ (249.46)
2011-03-0088767	WILLIAMS CHELSEA R	90 GRAHAM RD E HARTFORD CT 06118 2131	2008//2HGF12618H548742	\$ (11.00)
TOTAL				\$ (6,884.04)

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: March 6, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Fees Committee and Town Owned Property Other Than Real Estate-Bookmobile Donation

Attached is a memo to refer to the Fees Committee for a bid waiver to obtain a new Sprinter Van for the East Hartford Public Library as a Bookmobile. The second referral to Town Owned Property Other Than Real Estate to use the current Bookmobile as trade-in on the purchase of the new Sprinter Van.

Please place on the Town Council agenda of March 19, 2013 meeting and a referral to the Fees Committee and Town Owned Property Other Than Real Estate.

Thank you

C: M. Walsh, Director Finance Dept.
T. Bockus, Director Public Works
M. Enman, Purchasing Agent
P. Jones, Director of Libraries
C. Casella, Chairman of the East Hartford Library Commission

TO: Mayor Marcia A. Leclerc

FROM: Sheryl O'Connor, President
Rotary Club of East Hartford and
Jack Sayre and Mary G. Martin, Community Service Committee Members
Rotary Club of East Hartford

SUBJ: Bookmobile Donation to the East Hartford Public Library
A. Bid Waiver Request
B. Trade-in of Current Bookmobile

DATE: March 6, 2013

As you are aware, the Rotary Club of East Hartford has obtained the funding necessary to support the procurement of a new Sprinter Van to be utilized by the East Hartford Public Library as a Bookmobile. This purchase is being made possible by donations from Freightliner of Hartford, Inc., Goodwin College, funds raised by our local Club and Rotary District, and an international matching grant from the Central Calcutta, India, Rotary Club and its District, and a Matching Grant from the Rotary Foundation. In all, \$42,455 has been raised for this project. Our goal is to purchase the vehicle by the end of March.

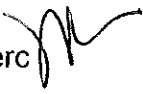
In addition to this happy announcement, two requests are being made. The first is the ability of a bid waiver to be utilized under the terms of the Town of East Hartford's Code of Ordinances Section 10-7 (c). Freightliner has been working with our Club for almost a year to identify a vehicle that will best meet our needs and we desire to purchase this vehicle from them. We plan to establish a dedicated account within the Town of East Hartford's general ledger into which Rotary funds will be donated so that the purchase of the vehicle will be made directly by the Town of East Hartford.

Our second request is that the current Bookmobile, a 1987 Ford Truck, approximately valued at \$850 by Freightliner of Hartford, Inc. in the Fall of 2012, be used as a trade-in on the purchase of the new Sprinter Van. This action by the Town of East Hartford represents the only monetary contribution being requested of the municipality.

We are asking that these requests be placed on the March 19, 2013 agenda of the Town Council for their consideration and approval. We plan to be present the night of their meeting to present more details and answer questions about this project.

Cc: Michael P. Walsh, Director of Finance
Timothy J. Bockus, Director of Public Works
Michelle Enman, Purchasing Agent
Patrick Jones, Director of Libraries
Charles Casella, Chairman of the East Hartford Library Commission

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: March 11, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: C-Pace

Please include the new State initiative program called "C-Pace" (Commercial Property Assessed Clean Energy) on the March 19, 2013 Town Council Agenda.

The attached resolution will authorize the town to participate by utilizing our local assessment mechanism to pay for repayment of the loan.

Thank you.

C: M. Walsh-Finance Director



MEMORANDUM

DATE: March 8, 2013

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance

TELEPHONE: (860) 291-7246

RE: C-Pace Resolution

By way of this memo, attached please find a series of PowerPoint slides which describe the workings of a new State initiated program called "C-Pace" (A Clean Energy Finance Tool for Buildings), a resolution for the Town Council to approve in order for the town to participate, and a draft agreement from the State for you to sign after the resolution is approved.

Briefly, C-Pace is a creation linked to Public Act 11-80. As you may recall, among other things, PA 11-80 created best practices for municipalities to use energy performance contracts, it created ZERECs (zero emission renewable energy credits) to be used for solar development, and the act created CEFIA (Clean Energy Finance and Investment Authority) who administers C-Pace.

The C-Pace program simply uses an energy performance contract for commercial buildings of which 694 are targeted as eligible in East Hartford. Approval of the resolution is another tool that the Development Office may use to assist local companies to upgrade facilities to reduce their carbon footprint at no increase in operating cost during the finance period and a substantial decrease in operating cost after the financing period.

As I understand it, the Development Office hopes to partner with the East Hartford Chamber of Commerce to announce and promote the program in the spring of 2013. Several East Hartford businesses have expressed an interest to participate to CEFIA already.

The primary reason the State needs the town to authorize this resolution is the town will add the financing component to the existing tax bill and follow the usual collection cycle while remitting payments back to CEFIA twice a year. The town will still have priority on any tax lien with CEFIA lined up behind the town if the need to collect on the lien becomes a reality.

Should you have any questions or problems on the aforementioned, please feel free to contact me.

APPROVING RESOLUTION

**TOWN OF EAST HARTFORD
RESOLUTION TO APPROVE
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)
AGREEMENT**

WHEREAS, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the “Act”) established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

WHEREAS, the Act authorizes the Clean Energy Finance and Investment Authority (the “Authority”), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

WHEREAS, the Commercial Property Assessed Clean Energy (“C-PACE”) Agreement (the “C-PACE Agreement”) between the Town of East Hartford and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED:

(a) that we, the Town Council, constituting the legislative body of the Town of East Hartford, hereby approves the C-PACE Agreement, and

(b) that Mayor Marcia A. Leclerc is hereby authorized and directed, on behalf of the Town, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

C-PACE A CLEAN ENERGY FINANCE TOOL FOR BUILDINGS

- › Who is CEFAIA?
- › What is C-PACE?
- › CEFAIA's Role In Designing C-PACE
- › The C-PACE Advantage
- › How Does a Town Join

CEFAIA is Connecticut's Green Bank

Attract and deploy capital to finance the clean energy goals for Connecticut



Develop and implement strategies that bring down the cost of clean energy in order to make it more accessible and affordable to consumers

Reduce reliance on grants, rebates and other subsidies and move towards innovative low-cost financing of clean energy deployment



3

- › Who is CEFAIA?
- › What is C-PACE?
- › CEFAIA's Role In Designing C-PACE
- › C-PACE Advantage
- › How Does a Town Join

"Property Assessed Clean Energy"



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

› An innovative financing structure that enables commercial, industrial, and multi-family property owners to access financing for qualified energy upgrades and repay through a benefit assessment on their property tax.

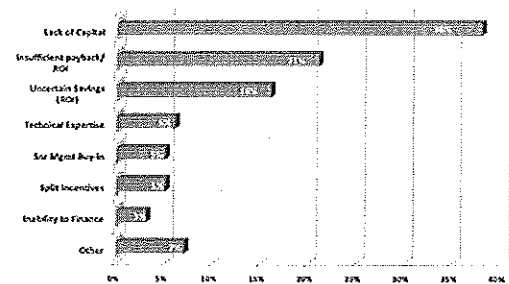
Private capital provides 100% upfront, low-cost, long-term funding

Repayment through property taxes

A senior PACE lien is put on the property and stays regardless of ownership

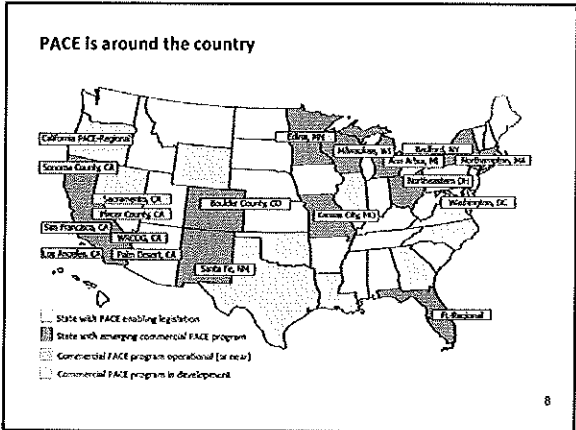
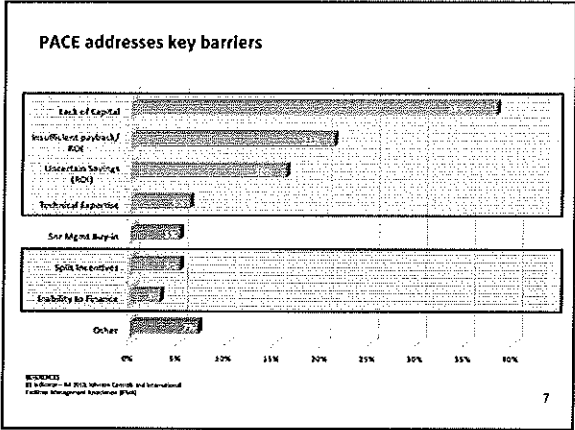
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CRE owners face barriers to upgrades



SOURCE: 2014 Building for 2020: Market Growth and International Facilities Management Association Study

6



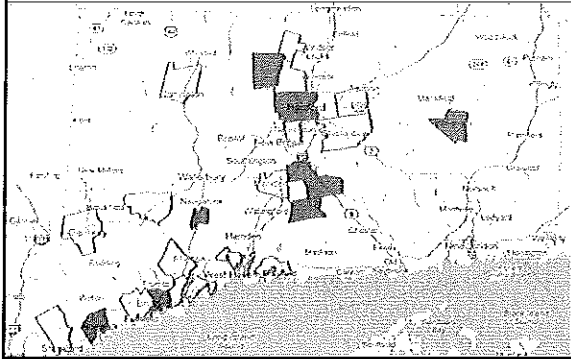
- ### CT Special Session 12-2 (June 2012)
- CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY
- Commercial, Industrial & multi-family property
 - Requires the consent of the existing mortgage lender.
 - Requires SIR>1; permanently affixed
 - Enables municipalities to opt-in
 - Enables CEZIA to administer a statewide program

- Who is CEZIA?
- What is C-PACE?
- CEZIA's Role In Designing C-PACE
- The C-PACE Advantage
- How Does a Town Join

- ### CEZIA's Role in PACE
- CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY
- Design Program**
 - Publish Guidelines November 2012
 - Onboard Municipalities
 - Website launched (www.c-pace.com)
 - Administer Program**
 - Technical Underwriting
 - Marketing & Outreach
 - Work with Existing Mortgage Lenders
 - Attract Private Capital**
 - Qualify Capital Providers
 - Offer Credit Enhancement tools (as needed)
 - Provide capital (as needed)
 - Develop warehouse / bonding authority (Q2 2013)

- ### CEZIA's Role in PACE
- CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY
- Design Program**
 - Guidelines Published November 2012
 - Onboard Municipalities
 - Website launch today (www.c-pace.com)
 - Administer Program**
 - Technical Underwriting
 - Marketing & Outreach
 - Work with Existing Mortgage Lenders
 - Attract Private Capital**
 - Qualify Capital Providers
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 - Provide capital (as needed)
 - Develop warehouse / bonding authority (Q2 2013)

Municipalities Opting into C-PACE

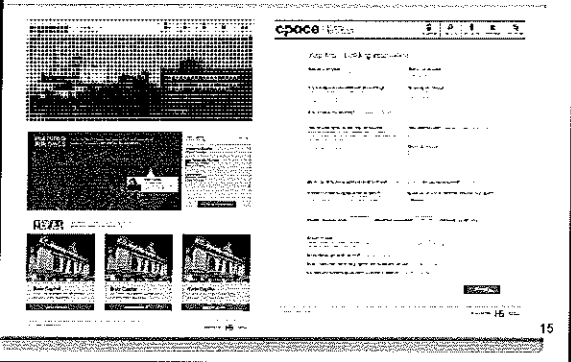


Municipalities Opted Into C-PACE

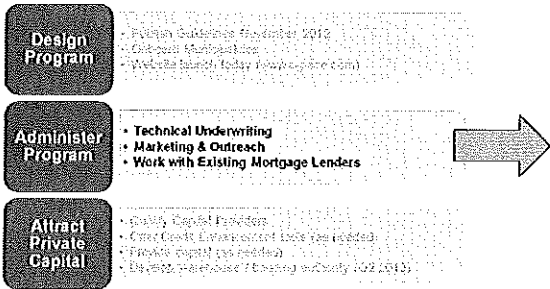
- › Windham
- › Beacon Falls
- › Westport
- › Durham
- › Middletown
- › Old Saybrook
- › Wilton
- › Hartford
- › West Hartford
- › Bridgeport
- › Norwalk
- › Simsbury
- › Stamford

Coming soon: Stratford, Waterbury, East Granby, Fairfield, Manchester, Wethersfield, New Haven, Meriden, Plymouth, Cheshire, Southbury, Torrington

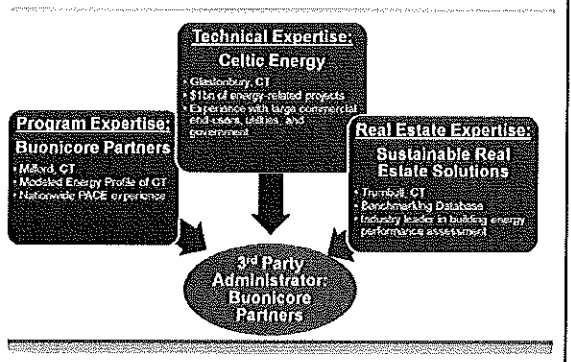
Website & Intake Application



CEFIA's Role in PACE



Technical Underwriting



Upgrades: What's Eligible?

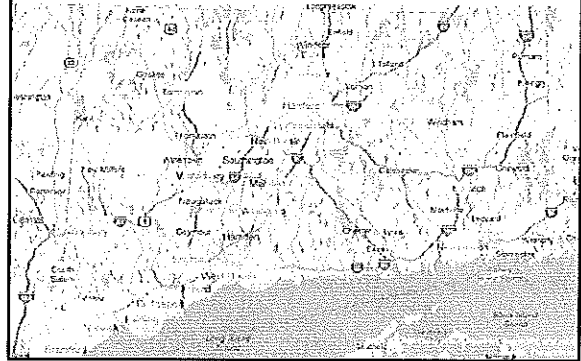
Anything that saves energy from baseline ... as long as it isn't going anywhere

- › High efficiency lighting
- › HVAC upgrades
- › New automated building and HVAC controls
- › Variable speed drives (VSDs) on motors fans and pumps
- › High efficiency chillers, boilers, and furnaces
- › High efficiency hot water heating systems
- › Combustion and burner upgrades
- › Fuel switching
- › Water conservation
- › Heat recovery and steam traps
- › Building enclosure/envelope improvements
- › BMS
- › Renewable energy systems

Upgrades: What's Not

- ▶ Appliances, e.g., refrigerators, dishwashers, etc.
- ▶ Plug load devices
- ▶ Vending machine controls
- ▶ Any package of measures with a weighted average effective useful life (EUL) that does not meet or exceed the life of the loan
- ▶ Any package of measures that does not achieve an energy savings (over the life of the loan) to [total project] investment ratio > 1
- ▶ Any measure that is easily removed/not permanently installed
- ▶ Any measure that does not result in improved energy efficiency
- ▶ Extending natural gas lines to the property line to enable a PACE-eligible gas conversion project.

PACE Opportunities in CT



East Hartford's Eligible Building Profile

- ▶ 273 Industrial buildings = 10M square feet
- ▶ 124 Office buildings = 2.1M square feet (avg age 1972)
- ▶ 297 Retail buildings = 3M square feet
- ▶ TOTAL C-PACE eligible buildings*: 694

*excluding multi-family

CEFIA's Role in PACE



Design Program	<ul style="list-style-type: none"> • Guidelines Published November 2012 • Outreach (Presentations) • Website launched in February 2013 (www.cefia.net)
Administer Program	<ul style="list-style-type: none"> • Technical Engineering • Marketing & Outreach • Work with Existing Mortgage Lenders
Attract Private Capital	<ul style="list-style-type: none"> • Qualify Capital Providers • Offer Credit Enhancement tools (as needed) • Provide capital (as needed) • Develop warehouse / bonding authority (Q2 2013)

Funding: Capital Sourcing

Qualified Capital Providers

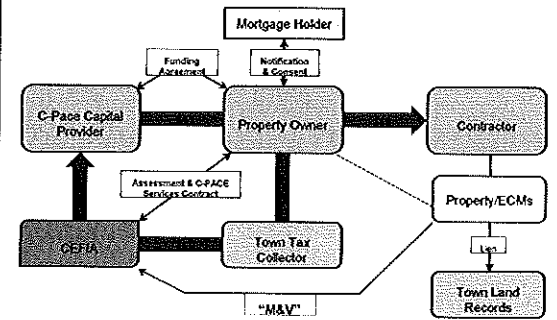
- ▶ CEFIA qualified 8 capital providers through a RFI.
- ▶ "Lending tree" model

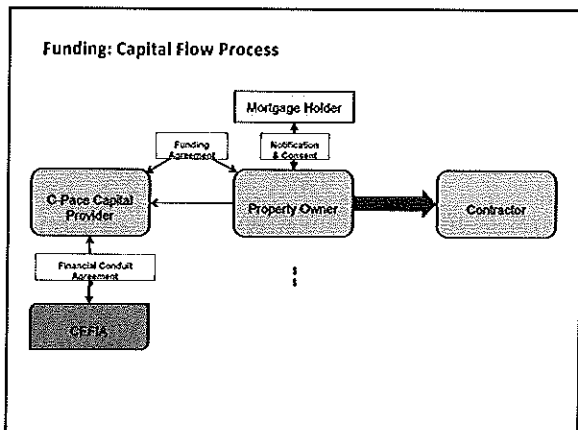
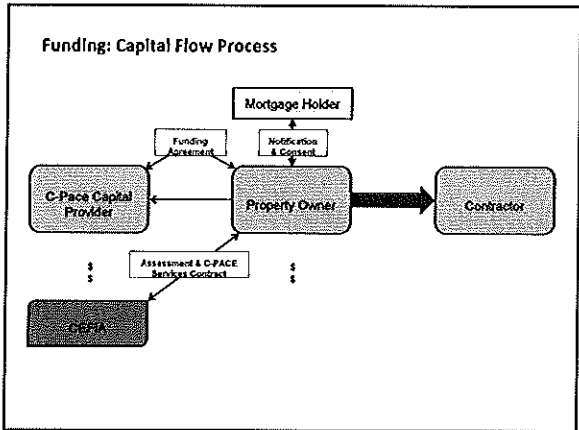
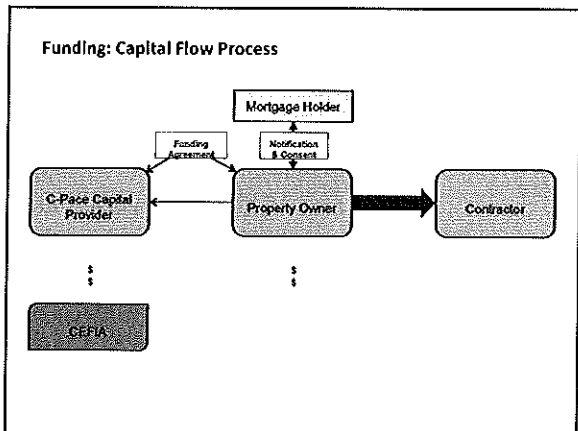
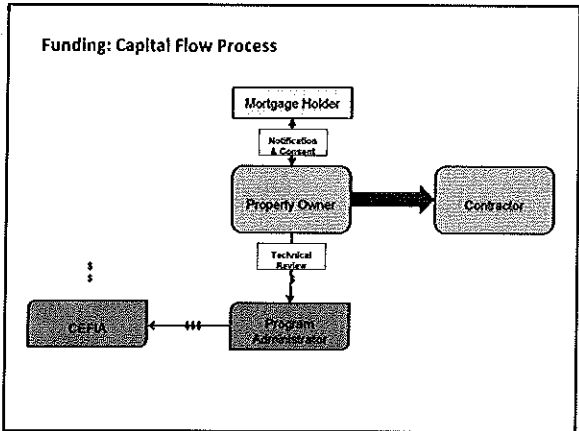
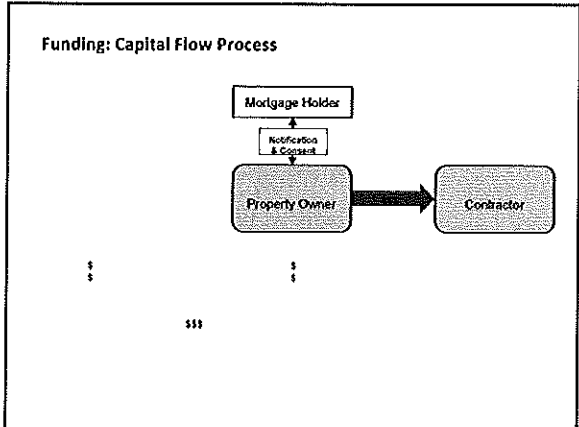
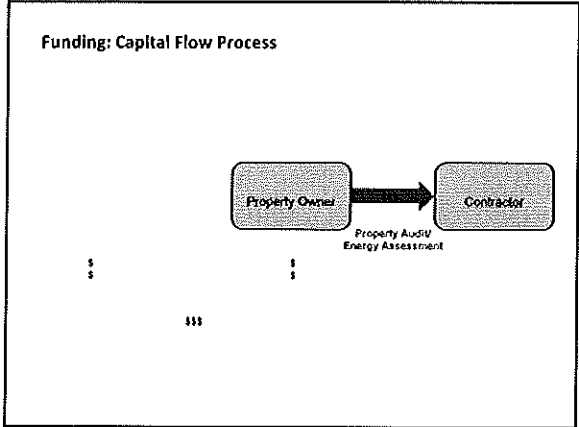
Owner Arranged Financing

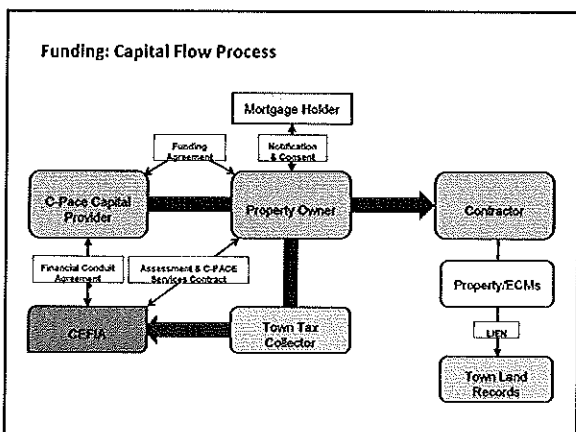
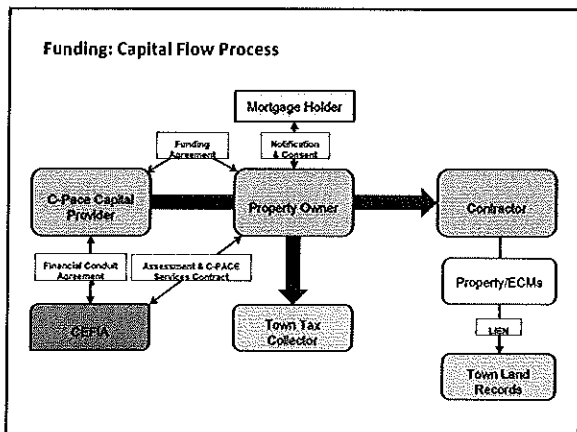
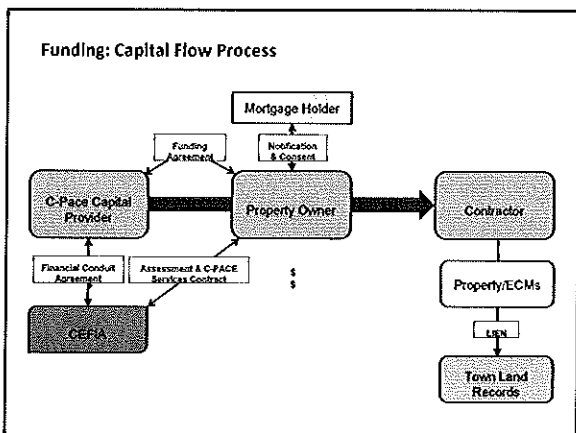
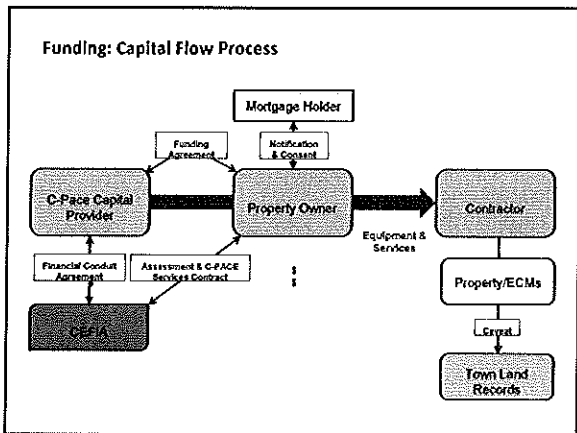
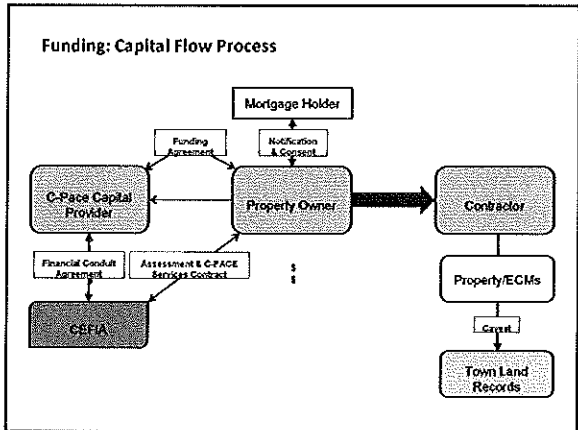
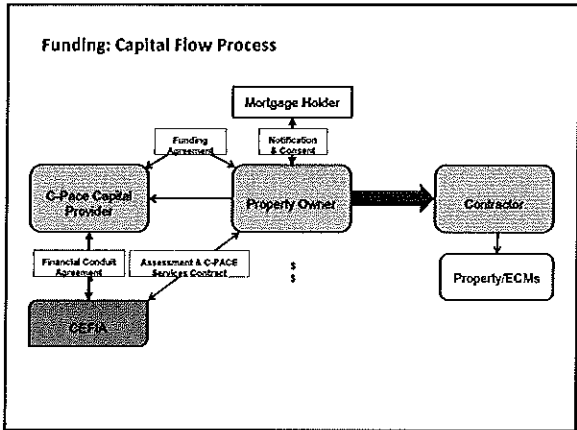
- ▶ Property owner is free to choose their capital provider from the private market. There is no government financing required.

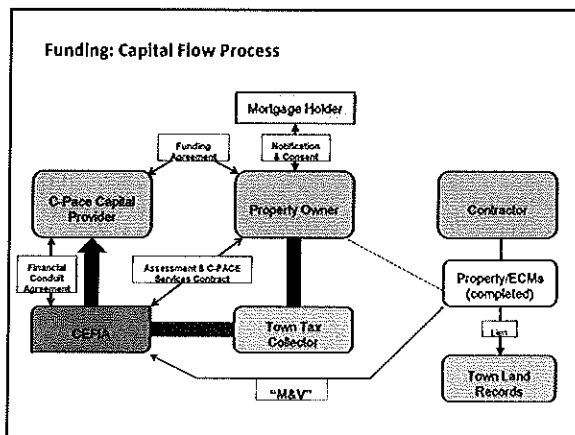
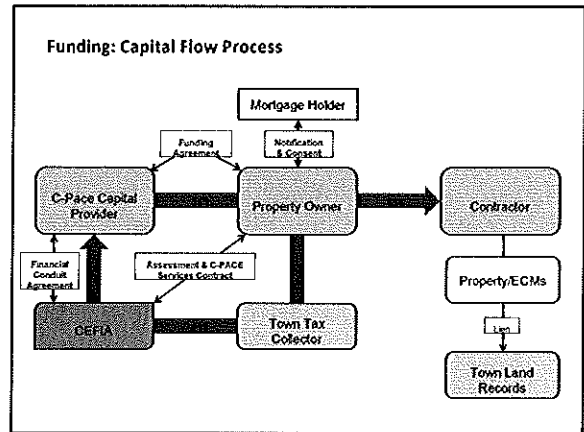
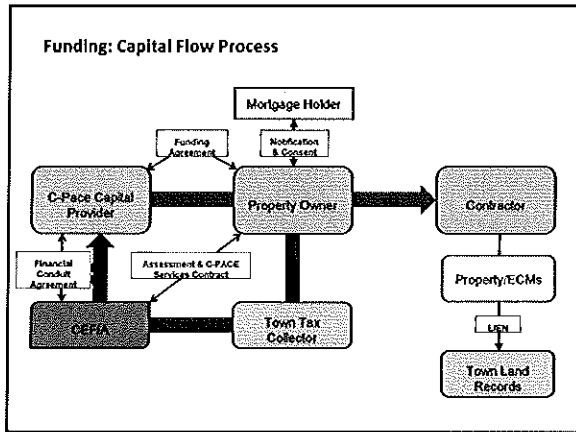


Funding: Capital Flow Process









- › Who is CEFA?
- › What is C-PACE?
- › CEFA's Role in Designing C-PACE
- › The C-PACE Advantage
- › How Does a Town Join

The *CUSTOMER* (building owner): PACE addresses key barriers

Near term plan to sell?	Tax obligation fixed to property
Lack of funding?	100% upfront, 20 year financing
Cannot assume more debt?	PACE assessments qualify as OPEX
Insufficient payback/ROI?	Positive cash flow in year 1
Split Incentives?	Assessment/savings pass to tenants
Uncertain savings/technical expertise?	Technical underwriting / SIR>1

Benefits to Other Key Stakeholders

Capital Providers	Mortgage Lenders	Municipalities
<ul style="list-style-type: none"> • Low risk investment opportunity • Senior lien • Secure repayment mechanism (taxes) • Legal and technical structure administered by CEFA 	<ul style="list-style-type: none"> • Improves Building Financials/Risk • Lowers OPEX • SIR>1 • No acceleration • Creates a more attractive building for occupants and owners • Finances deferred maintenance needs 	<ul style="list-style-type: none"> • Creates economic development & jobs • Reduces energy costs for businesses • Reduces pollution

- › Who is CEFIA?
- › What is C-PACE?
- › CEFIA's Role In Designing C-PACE
- › The C-PACE Advantage
- › How Does a Town Join

How does a town join?

- › A written agreement, as approved by the municipality's legislative body, pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties.

What does it mean for a town join?

Role of CEFIA:

- › Design program requirements
- › Financing requirements: enter into a financing agreement with the property owner of qualifying commercial real property.
- › Determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality

Role of Municipalities:

- › Placing of Caveat on Land Records
- › Levy of Benefit Assessment
- › Continuation, Recording and Release of Lien
- › Assignment of Benefit Assessment Lien
- › Billing and Collection; Payment to CEFIA



CLEAN ENERGY
FINANCE AND INVESTMENT AUTHORITY

Jessica Bailey
Director, Commercial and Industrial Property Assessed Clean Energy

(860) 257-2888
Jessica.Bailey@ctcleanenergy.com

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**COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY ("C-PACE") AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2012, by and between the **TOWN OF EAST HARTFORD, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy (C-PACE) is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

WHEREAS, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Authority and the municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) “Qualifying commercial real property” means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) “Commercial or industrial property” means any real property other than a residential dwelling containing less than five dwelling units.

(d) “Benefitted property owner” means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) “Commercial sustainable energy program” means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) “Benefit assessment” means the assessment authorized by the Act.

Section 2 - Obligations of the Authority.

(a) **Program Requirements.** Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
- ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
- iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

- iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
 - A. the date of the financing agreement,
 - B. the outstanding amount of the financing,
 - C. the total principal balance and accrued interest outstanding, and
 - D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project.** The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in

the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) Determination of Estimated and Final Benefit Assessments and Payments.

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property especially

benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(d) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(e) **Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) Collection of Delinquent Payments.

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide

written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) Promotion of Program; Assistance for Authority Financing; Payment to Municipality.

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Authority agrees to pay the Municipality annually a fee of \$500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Authority shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

Section 4 - Indemnification.

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Authority's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding.

Section 6 - Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30

days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

Section 7 - Miscellaneous Provisions.

(a) **Assignment or Transfer.** Except as provided in Section 3(d) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

TOWN OF EAST HARTFORD
740 MAIN STREET
EAST HARTFORD, CT, 06108
Attention: MAYOR

If to the Authority:

Clean Energy Finance and Investment Authority
865 Brook Street
Rocky Hill, Connecticut 06067
Attention: President

(g) **Amendment and Waivers.** Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **Applicable Law and Venue.** This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.

(i) **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) **Headings.** The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders.** To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

IN WITNESS WHEREOF, the Municipality and the Authority have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

TOWN OF EAST HARTFORD

By: _____

Its: _____

**CLEAN ENERGY FINANCE AND
INVESTMENT AUTHORITY**

By: _____

Bryan T. Garcia, President