

*W. J. Beck*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT

2013 JUN 13 A 10:55

TOWN CLERK  
EAST HARTFORD

JUNE 18, 2013

**6:45 P.M. Executive Session**

=====

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

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
  - A. Proclamation: Theresa Tostarelli
  - B. East Hartford High School: Top Twenty Students Class of 2013
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. June 4, 2013 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Presentation: East Hartford Board of Education State of the Schools Report
  - B. Various Resignations from Boards and Commissions
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Tentative Agreement between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO
    1. Approval of Agreement
    2. Contingency Transfer FY 2013-2014
    3. Supplemental Budget Appropriation & Fund Balance Transfer FY 2013-2014
  - B. End of Fiscal Year 2012-2013
    1. Preliminary Year-end Financial Results
    2. Interdepartmental Budget Transfers
    3. Supplemental Budget Appropriation & Fund Balance Transfer
  - C. Board of Education Capital Reserve Fund Transfer
  - D. Approval of Sale of Tax Liens
  - E. CRCOG Funding Application – Phase II of the STP Urban System Project:
    1. Tolland Street
    2. Brewer Street
    3. Park Avenue
  - F. Approval of Easement Agreements for Rooftop and Free-standing Solar Panels (Council Acting as a Committee of the Whole for the Real Estate Acquisition & Disposition Committee)

G. Referral to Ordinance Committee re: 275 Connecticut Boulevard Billboards  
H. State of Connecticut Department of Transportation: Click It or Ticket, Day & Night Program

I. Recommendations from Fees Committee re: Lease Renewals:

1. Circle of Life: Arts for All
2. St. Isaac Jogues Parking Lot

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

- A. Terrance Davenport v. Town of East Hartford
- B. Tyresa N. Deleston v. Town of East Hartford
- C. Rebecca Rivera v. Gregory Verallis, et al.

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

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

12. ADJOURNMENT (next meeting: July 16, 2013)

MARCIA A. LECLERC  
MAYOR

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

(860) 291-7200  
FAX (860) 282-2978  
www.easthartfordct.gov

OFFICE OF THE MAYOR

**PROCLAMATION**

*WHEREAS, Theresa Patricia Tostarelli has been a volunteer and Troop Leader with the Girl Scouts in East Hartford for 51 Years; and*

*WHEREAS, Theresa has devoted herself to mentoring Junior Level Girl Scouts from the East Hartford Community, and whose ongoing commitment has given generations of Junior Girl Scouts leadership skills, memorable experiences, and life long relationships; and*

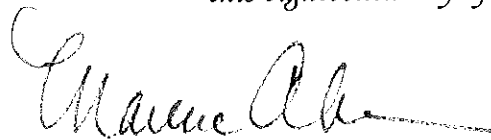
*WHEREAS, Theresa has guided countless young women, and helped them grow through their Junior Girl Scout years.*

*NOW, THEREFORE, I, Mayor Marcia A. Leclerc, Mayor of the Town of East Hartford, join with members of the entire East Hartford Town Council to offer their sincerest congratulations to*

***Theresa Patricia Tostarelli***

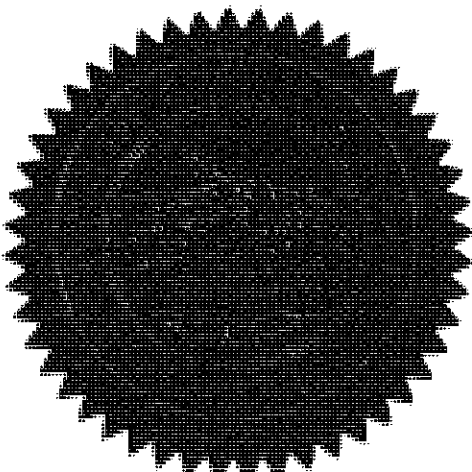
*for all her achievements and contributions to the mentoring of generations of Junior Girl Scouts in our community.*

*IN WITNESS WHEREOF, I herewith set my hand and cause the seal of the Town of East Hartford to be affixed this eighteenth day of June Two Thousand and Thirteen.*



*Marcia A. Leclerc, Mayor*

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



**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, Matthew Ryan, Principal of East Hartford High School, has announced the names of the "Top 20 Students" in the Class of 2013 - the 127<sup>th</sup> graduating class in the history of East Hartford High School; and

**WHEREAS**, inclusion in this elite group of scholars is the result of four years of consistent exceptional work and dedication to studies; and

**WHEREAS**, special honors and awards have been bestowed on the members of the "Top 20", and the support and guidance of parents, family and teachers must also be recognized and commended; and

**NOW, THEREFORE, BE IT RESOLVED:**

That the Town Council of the Town of East Hartford hereby acknowledges the academic excellence and selection as a "Top Twenty" student of

**Rachel Forte, Valedictorian    Jessica Murdzek, Salutatorian**

<b>Ashley Clancy</b>	<b>Nicholas Castro</b>	<b>Cassie Quattropani</b>
<b>Kimberly Wolkon</b>	<b>Janet Tovar</b>	<b>Matthew Whitesell</b>
<b>Hannah Oney</b>	<b>Nakaysha Gonzales</b>	<b>Tedisha Brooks</b>
<b>Amy Lee</b>	<b>Jullet Boamah</b>	<b>Jalen Rivera</b>
<b>Andrew Secker</b>	<b>Anthony Davls, Jr.</b>	<b>Emily Burr</b>
<b>Tyler Whitesell</b>	<b>Julia Boamah</b>	<b>Jasmine Harris</b>
<b>April Wilson</b>		

and extends its congratulations for this outstanding achievement and, with the entire East Hartford community, wishes for continued personal success.

**LET IT FURTHER BE KNOWN:**

That Mayor Marcia A. Leclerc joins the Town Council in this affirmation of tribute and honor.

Dated this 18<sup>th</sup> day of June, 2013  
in the Town of East Hartford, Connecticut

Marcia A. Leclerc, Mayor

Richard F. Kehoe, Chair  
William P. Horan, Jr., Vice Chair  
Barbara-Ann Rossi, Majority Leader  
Eric Thompson, Minority Leader  
Marc I. Weinberg

*P. West of Rose*

EAST HARTFORD TOWN COUNCIL  
TOWN COUNCIL CHAMBERS

2013 JUN 10 A 9:30

TOWN CLERK  
EAST HARTFORD

JUNE 4, 2013

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr. (arrived 8:55 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

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:42 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 (1) announced that the deadline for the Request for Proposal for management of the East Hartford Golf Course is Friday, June 14, 2013 at 11AM; and (2) stated that the state's budget, which was approved by the legislature yesterday, contained a \$2.6M increase in ECS grants and the elimination of the PILOT for MM&E. It seems that overall net state revenue will be slightly higher than budgeted.

APPROVAL OF MINUTES

May 21, 2013 Executive Session/Rose

MOTION By Barbara Rossi  
seconded by Eric Thompson  
to **approve** the minutes of the May 21, 2013 Executive Session/Rose.  
Motion carried 8/0.

May 21, 2013 Regular Meeting

MOTION By Barbara Rossi  
seconded by Pat Harmon  
to **approve** the minutes of the May 21, 2013 Regular Meeting.  
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Presentation: School Security Task Force

Nathan Quesnel, Superintendent of Schools, Jeffrey Currey, Chair of the East Hartford Board of Education, and Michael Moan, Director of Security for the East Hartford Public Schools held a Power Point presentation for the Council outlining the steps that have been

taken to secure the town's schools and the additional changes that are being planned. The Board of Education will be pursuing state and federal grant monies to help pay for the cost of these security improvements. Mr. Quesnel stated that this study is a result of a series of five meetings with the Task Force. Besides Mr. Quesnel, the members of the Task Force are: Al Costa, Director of Facilities; Michael Moan, Director of Security; Tom Dillon, Residency Coordinator; Matthew Ryan, EHHS Principal; Anthony Menard, EHMS Principal; Beverly Lawrence, Representative of the Elementary School Principals; Christopher Gentile, Board of Education member; Mark Sirois, Chief of Police; John Oates, Fire Chief; and Dan Dube, Emergency Management Coordinator.

## NEW BUSINESS

### Historic Document Preservation Grant

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

**RESOLVED:** That Marcia A. Leclerc, Mayor, is empowered to execute and deliver in the name of and on behalf of this municipality, a contract with the Connecticut State Library for a Historic Preservation Grant.

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

### State of Connecticut: Neighborhood Assistance Act Program

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to adopt the following resolution:

**WHEREAS**, the Connecticut Neighborhood Assistance Act Tax Credit Program provides State of Connecticut tax credits to businesses who contribute to community programs benefiting low income or handicapped individuals in such areas as: job training, job education, community services, and energy conservation, and;

**WHEREAS**, sixteen proposals have been received from area agencies, listed on the 2013 State of Connecticut Neighborhood Assistance Act Proposal Summaries sheet as attached, and have requested to be included in the 2013 State of Connecticut tax credit program through the Town of East Hartford, and;

**WHEREAS**, a Public Hearing to present these applications was held on May 15, 2013, as required by the State of Connecticut.

**NOW, THEREFORE, LET IT BE RESOLVED:** That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to forward these applications to the State of Connecticut Department of Revenue Services for their review and inclusion into the 2013 Neighborhood Assistance Act Tax Credit Program.

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

Town of East Hartford  
2013 State of Connecticut Neighborhood Assistance Act Program  
Proposal Summaries (16 total)

Organization

Program Title

Boy Scouts of America, CT Rivers Council

Prepared for Life

Connecticut Center for Advanced Technology	Work Force Technology Program Young Manufacturers Summer Academy
Connecticut Training Center, Inc.	Building Upgrades for Energy Efficiency First Step Program
EH Chamber of Commerce	Community Jobs Program Energy Conservation Project
Goodwin College, Inc.	Job Connection Redesign Campus to Add Energy Effectiveness
Goodwin College Foundation, Inc.	Retrofit Building with Energy Efficient Replacement Windows Support for Low Income Students
Great River Land Trust, Inc.	Expansion of Outdoor Programming Using Sustainable Power for Outdoor Environmental Center
Integrated Health Services	Client Health Services Energy Efficiency Project
Unified Connecticut Action for Neighborhoods, Inc.	Main Street Improvement

### Refund of Taxes

MOTION By Marc Weinberg  
seconded by Eric Thompson  
to **refund** taxes in the amount of \$1,033.28  
pursuant to Section 12-129 of the Connecticut General Statutes.  
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2011-03-0053164	BETANCOURT LORENS V	1999//1J4GW58S9XC738608	\$ (9.26)
2008-03-0059790	DEHAVEN BRENDA M OR DEHAVEN JAMES R	1998//1P3EJ46X5WN149949	\$ (9.29)
2011-03-0060085	DONLEN TRUST	2010//2T3BF4DV4AW038896	\$ (167.74)
2011-03-0060611	DURRELL LORELEI A	2002//JN1DA31D02T452150	\$ (92.42)
2011-04-0082754	FRANCOEUR NORMAN J OR FRANCOEUR CHARLENE	2012//2GKFLREK8C6128681	\$ (596.31)
2011-03-0086192	TORRES PABLO	2005//4S4BP61CX57390616	\$ (5.00)
2011-03-0087927	VW CREDIT LEASING LTD	2009//WVGAV75N79W500729	\$ (153.26)
	TOTAL		\$(1,033.28)

Suspense List: Grand List Year 2009 Personal Property and Motor Vehicle; Grand List Year 2009-2011 Mobil Homes and Grand List Year 2011 63 Bantle Road

MOTION By Barbara Rossi  
seconded by Marc Weinberg  
to transfer the uncollectible, uncollected personal property, motor vehicle, Mobil home, and real estate taxes as referenced in a memo dated May 23, 2013 from Iris Laurenza, Collector of Revenue, to Marcia Leclerc, Mayor from various Grand List years to the suspense rate book in the total amount of \$349,663.23 as follows:

Personal Property	Grand List Year 2009	\$ 44,375.62
Motor Vehicle	Grand List Year 2009	\$303,415.29
Mobil Home	Grand List Years 2009, 2010 and 2011	\$ 885.20
Real Estate (63 Bantle Rd)	for Grand List Year 2011	\$ 1,017.12

Motion carried 8/0.

Flood Protection System: Toe Drain Replacement Project, Phase II

MOTION By Barbara Rossi  
seconded by Linda Russo  
to waive the bidding requirements pursuant to Section 10-7(c) of the East Hartford Code of Ordinances and authorize the town to enter into a professional services contract with GEI Consultants, Inc. for the Toe Drain Replacement Project – Phase II in the amount of \$482,775.00 – as it is in the best interests of the town.  
Motion carried 9/0.

Outdoor Amusement Permit Applications:

East Hartford Little League TBall/Farm Family Jamboree:

Approval of Application and Waiver of All Fees

MOTION By Bill Horan  
seconded by Barbara Rossi  
to approve the outdoor amusement permit application entitled, " East Hartford Little League TBall/Farm Family Jamboree", submitted by Brian Oatway, President, East Hartford Little League, to conduct a youth baseball oriented day with games, amusements and a family BBQ in Gorman Park, 174 May Road, on Saturday, June 15, 2013 from 8AM to 4PM; 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; and to waive all fees which may be due to the town of East Hartford, under the provisions of Town Ordinance 5-6(c) as Little League is a not-for-profit organization. Motion carried 9/0.

Keith Berger Memorial Criterium Bicycle Race/CT Criterium Championships:

Approval of Application and Waiver of Permit Fee

MOTION By Barbara Rossi  
seconded by Marc Weinberg  
to approve the outdoor amusement permit application entitled "Keith Berger Memorial Criterium Bicycle Race/CT Criterium Championships", submitted by Mark Paggioli, President, Capital Velo Club Cycling Team, to conduct a series of bicycle races on Sunday, June 23, 2013 from 9:30AM to 3:30PM from Founders Plaza and the following streets: East River Drive, Pitkin Street, Meadow Street, and Hartland Street; 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; and to waive the associated permitting fee under the provisions of Section 5-6(c) in the East Hartford Code of Ordinances, as this is a charitable fund-raising event.  
Motion carried 9/0.

Waiver of Administrative Fee – East Hartford Police Coverage

No action taken.

Summer Movie Series:

Approval of Application and Waiver of Permit Fee

MOTION By Linda Russo  
seconded by Marc Weinberg  
to approve the outdoor amusement permit application, entitled "Summer Movie Series" submitted by Sandy Pearce, Event Coordinator, for Goodwin College, Inc. to conduct a series of family oriented movies on the grounds of Goodwin College, One Riverside Drive with food vendors on site, from 8PM to 11PM on the following three Fridays in 2013: June 28<sup>th</sup>, July 19<sup>th</sup> and August 2<sup>nd</sup>; 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; and to waive the associated permit fee, under the provisions of Town Ordinance 5-6(c) as Goodwin College is sponsoring these movies as a community family-style event.  
Motion carried 9/0.

Farmer's Market

MOTION By Ram Aberasturia  
seconded by Barbara Rossi  
to **approve** the outdoor amusement permit application submitted by Sandy Pearce, Event Coordinator, for Goodwin College, Inc. to conduct a series of Farmer's Markets at which fruits and vegetables will be sold to the public to take place on the grounds of Goodwin College, One Riverside Drive from 3PM to 6PM on the following Tuesdays in 2013:

July 9, 16, 23, 30  
August 6, 13, 20, 27  
September 3, 10, 17, 24  
October 1, 8, 15, 22

subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
Motion carried 9/0.

Pappy's Customer Appreciation Day

MOTION By Marc Weinberg  
seconded by Barbara Rossi  
to **approve** the outdoor amusement permit application entitled "Pappy's Customer Appreciation Days", submitted by Patricia Rancourt, Permittee, for Rancourt Enterprises, Inc. DBA: Pappy's Café, to conduct two Customer Appreciation Day cookouts on Saturday, June 15<sup>th</sup> and 22<sup>nd</sup>, 2013 at Pappy's Café, 37 Burnside Avenue, from approximately 12PM to 8PM with food, liquor and music during those same hours on both days, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke inquired on the most recent state legislation proposed regarding special tax districts. *Mayor Leclerc stated that, if passed, this special taxing district would create a financing option for the town to encourage future development at Rentschler Field at the town's discretion.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

James Melo, 7 Spencer Court, and Linda Cicero, 9 Spencer Court, addressed the Town Council on the poor condition of Spencer Court. Additionally, they are concerned that Spencer Court is designated a private road, and not a town-accepted street.

Richard Espinoza, 29 Clark Street, stated that people are leaving trash on the side of his house that fronts on Spencer Court. Mr. Espinoza also has concerns about Spencer Court designated as a private road.

Mayor Leclerc (1) congratulated the recent Top Twenty students that were recognized at the Exchange Club's dinner; (2) thanked all those who participated in the CT Trails Clean-up Day on Saturday, June 1<sup>st</sup>; (3) stated that the town's first Wellness Fair on the Town Green was a success; (4) attended the Memorial Day parade, the Rotary Duck Race and the dedication of the Bookmobile; (5) stated that mosquito control has commenced and is on-going, especially in the low-lying areas of town, such as the Keeney Cove area; and (6) announced that she has hired Jessica Carrero as her Executive Secretary, who formerly worked at ChildPlan, and is an asset to her office staff.

Bill Horan congratulated the first-ever baseball team of Two Rivers Middle Magnet School for a winning season.

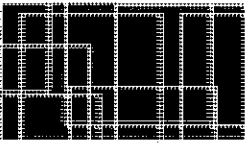
Ram Aberasturia thanked the residents of Spencer Court for coming forward to voice their concerns. Councillor Aberasturia also stated that the results of the winners of the Memorial Mile race will be announced at the next Town Council meeting.

ADJOURNMENT

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

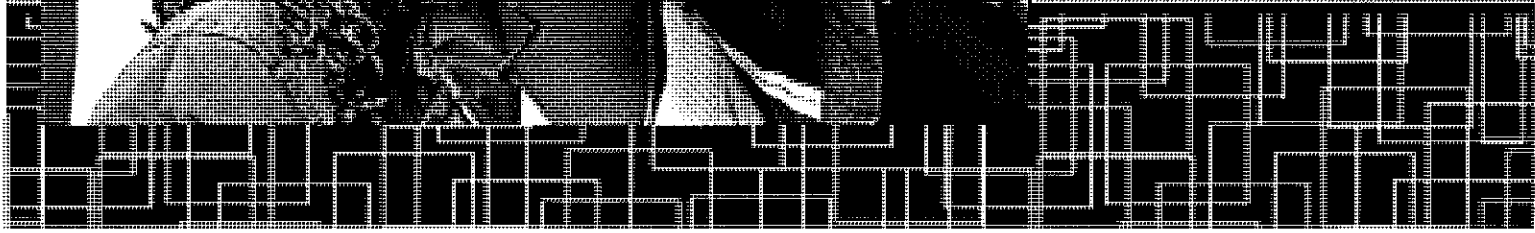
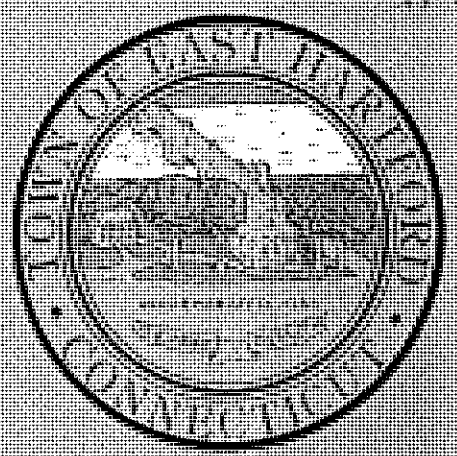
The Chair announced that the next meeting of the Town Council would be on June 18, 2013.

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



# Ensuring Quality Public Schools

## STATE OF THE SCHOOLS REPORT



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## Report Overview



Dear Reader,

As the public school system for the Town of East Hartford, East Hartford Public Schools' (EHPS) vision (draft-pending Board of Education approval) speaks of developing schools that are the pride of our community. Our mission dictates an insistence on the delivery of a high quality learning experience for every child, every day and a firm commitment to the concept that our actions, efforts and shared work have the opportunity to transform a student's life. Through the systemic process of strategic planning, implementation and accountability we will achieve mission success.

This State of the Schools Report is designed to give a brief overview of core work that the district has engaged in throughout the course of the 2012-2013 school year. It is a summary snapshot of key accomplishments, preliminary data and projections for organizational next steps. Please note that further detail or information is available from the Office of the Superintendent upon request.

Thank you for your continued support of the children of East Hartford,

A handwritten signature in black ink, appearing to read "Jeffrey A. Currey".

Jeffrey A. Currey  
*Board of Education Chairman*

A handwritten signature in black ink, appearing to read "Nathan D. Quesnel".

Nathan D. Quesnel  
*Superintendent*

### REPORT FORMAT

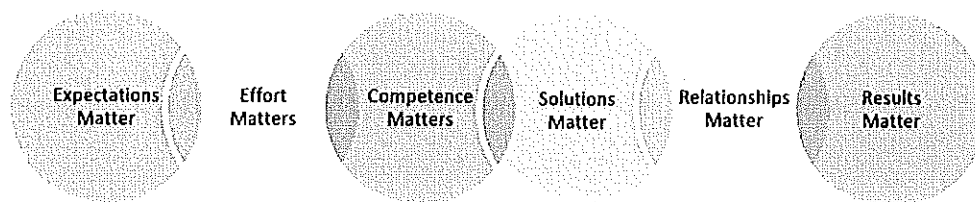
This report has been organized into five separate components that best categorize the work of the district. While the five categories are presented in separate components of this report, it should be acknowledged that no work is done in isolation or without context within the entire process of district improvement.

- **District Strategy:** The purpose of this segment is to provide a framework of the developing vision, mission and expectations for EHPS. Please note that due to the time frame within this report has been presented, the EHPS Vision is in draft format pending BOE approval.
- **District Overview:** The purpose of this segment is to provide a snapshot overview of the context of the work in EHPS. This segment includes demographic information, school infrastructure map and district internal organizational framework.
- **Academic Programming:** The purpose of this segment is to provide a brief description of core academic work and programming designed to improve and grow student achievement.
- **Operations:** The purpose of this segment is to provide a bulleted list of budgetary processes and infrastructure work that has been a part of the current school year.
- **Culture and Climate:** The purpose of this segment is to provide a summary of the work completed and initial data findings regarding district climate and culture. This includes data collected from annual surveys, and updates regarding school level discipline

## District Strategy

Developing a compelling and actionable strategy for district growth and improvement has been a major area of focus for our Board of Education (BOE), Superintendent and District leadership team. We firmly believe in the concepts of careful planning, aggressive implementation and system wide accountability. To this end, we have identified our core beliefs that will drive all district work and have used these beliefs to develop a refreshed and revitalized vision and mission. Using the data we have collected regarding student achievement and current status, we have designed six core goals that will propel East Hartford forward to the year 2015. Please note that our district vision statement is still in draft form as it is pending BOE approval.

### EHPS CORE BELIEFS



***We Believe Expectation Matters:*** We believe our expectations set the bar for performance throughout all district levels. We expect all children to reach their fullest potential as learners and achieve career or college readiness. We achieve our expectations through a commitment to goal setting, high level adult performance, relentless support and continual adherence to system wide accountability.

***We Believe Effort Matters:*** We believe as leaders, our efforts set the tone, concept and work ethic of the district. We demonstrate effort through our daily actions, our willingness to solve problems and our relentless commitment to excellence.

***We Believe Competence Matters:*** We believe as leaders, our personal level of expertise is a relative concept that must continually grow and improve. We are committed to personal growth, to challenging our areas of current weakness and to emphasizing our current areas of comfort and strength. We model for our district what it means to be life long, committed and growing learners.

***We Believe Solutions Matter:*** We believe as leaders, our approach to all challenges must be a solution based mindset. We demonstrate this approach by addressing all challenges with optimism, creativity and an insistence that a solution is available to us. We model this approach to our district by refusing to complain, by refusing to give up and by always being willing to take another look.

***We Believe Relationships Matter:*** We believe that the relationships we share with each other, within our departments and within the district make the difference in getting the results we want. We model strong relationships based on honesty, loyalty and a commitment to working together.

***We Believe Results Matter:*** We believe that our success as a team and our success as individuals are measured by tangible results. We demonstrate this belief by knowing our current level of performance, setting realistic goals and holding ourselves accountable on a regular basis to these goals.

## VISION, MISSION AND EXPECTATIONS

*EHPS Vision: Schools that are the Pride of our Community*

*EHPS Mission: To deliver a high quality learning experience for EVERY CHILD, EVERY DAY.*

**EH15 STRATEGIC EXPECTATIONS: Our expectations are informed by our beliefs and designed for mission success.**

East Hartford Public Schools' Theory of Action:

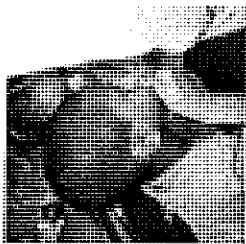
*If East Hartford Public School Educators set high expectations for personal and student achievement, align systems and operational efforts, ensure that every classroom is led by a highly competent educator who is in turn led by a highly competent administrator,*

*Then East Hartford Public Schools will deliver a high quality learning experience for all students resulting in continuously improving academic achievement*

Expectation 1	Expect student achievement	Descriptor
Expectation 2	Align system and operational efforts	Align the core efforts and work of all district systems through vision, planning, and uniform implementation. Alignment includes the strategic allocation of financial, human and infrastructure capital to support the district improvement plan. Success on this expectation will be measured by a listing of completed core work.
Expectation 3	Foster talent and competence	Ensure that all classrooms are led by a highly competent educator who is in turn led by a highly competent administrator. Success on this expectation will be measured by data collected through the implementation of our evaluation systems tracking the growth of system competence. Additional data collected from our district professional development surveys will be used to evaluate the effectiveness of our staff training and support.
Expectation 4	Nurture a solution based culture of safety and engagement	Develop school environments characterized by a safe and nurturing climate. In alignment with the district PBIS model, focus the actions of adults and students on teaching the values of respect, responsibility and positive leadership across schools. Success on this expectation will be measured by a listing of core work completed regarding school safety measures, as well as meeting the growth indicators listed in relation to reducing student disciplinary infractions. In addition, success will be measured through an analysis of student and teacher district climate surveys.
Expectation 5	Build family and community relationships	Cultivate trusting, open relationships with parents and families that celebrate diversity and are marked by multiple interactions of communication and discourse to support children. Success on this expectation will be measured by meeting the growth indicators in relation to areas of focus and through a listing of completed core work.
Expectation 6	Insist on Results	Insist on a results based culture of continual improvement through data informed decision making across all district, school, department and classroom systems. Success on this expectation will be measured by meeting the growth indicators in relation to data team efficiency rubrics as well through a listing of completed core work.



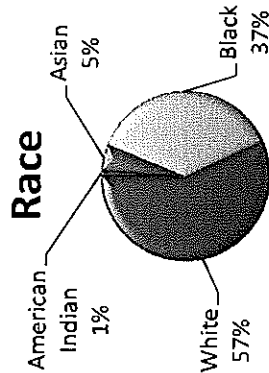
# District Overview



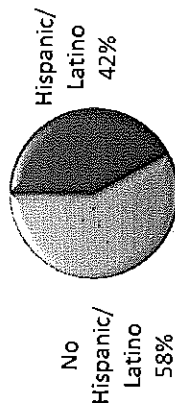
EHPS celebrates the opportunity to serve a diverse and vibrant student body that walks through our school doors and constitutes the greatest kids in the State of Connecticut. Our students represent our town and together form the EHPS family. Our district infrastructure alignment of 16 schools provides families choices and options of how to best meet their child's and family's needs. In addition, significant work has been engaged in throughout the 2012-2013 school year to restructure district leadership organizations. Through the restructure process of the Teaching and Learning Division, EHPS believes that it is poised to accelerate growth and radically pursue the transformation necessary to achieve the success of its vision.

## THE STUDENTS WE SERVE

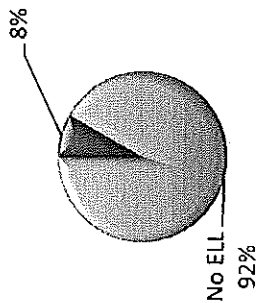
EHPS is committed to serving the families and children of our town. Our schools reflect the rich diversity of our community which is a source of strength and celebration.



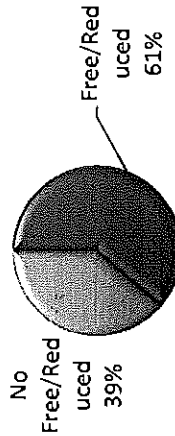
## Hispanic/Latino



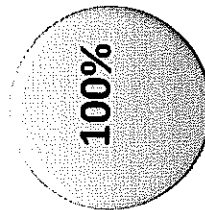
## ELL Status



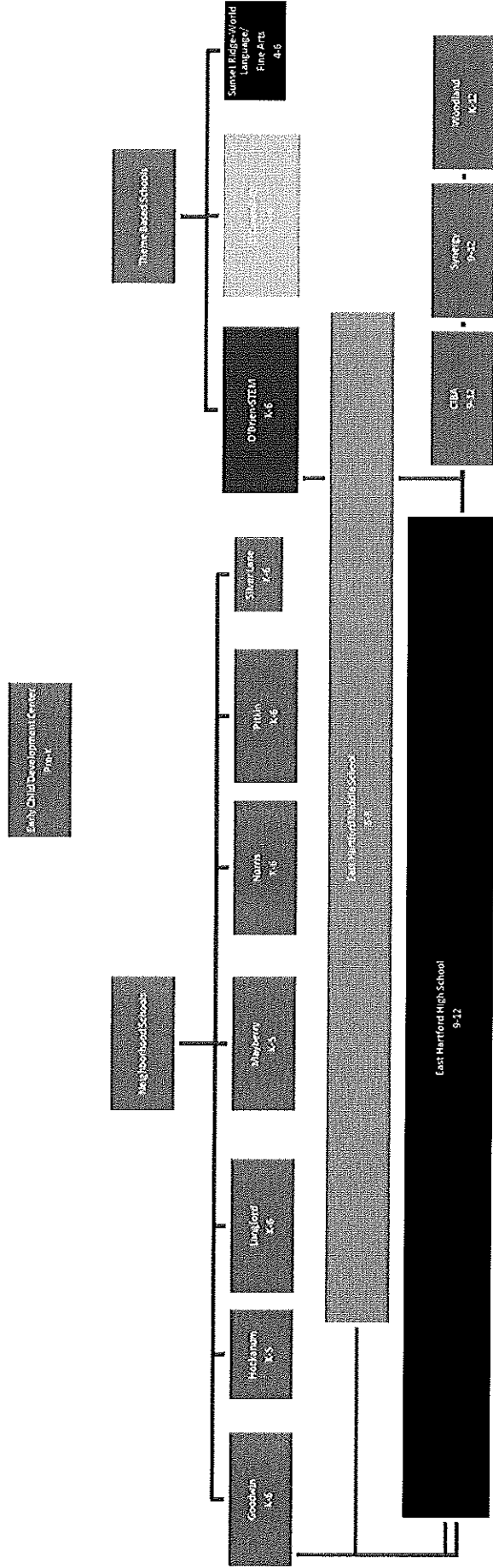
## Meal Status



## Great Kids



## SCHOOL ORGANIZATION



### DISTRICT STRUCTURE DEFINITIONS

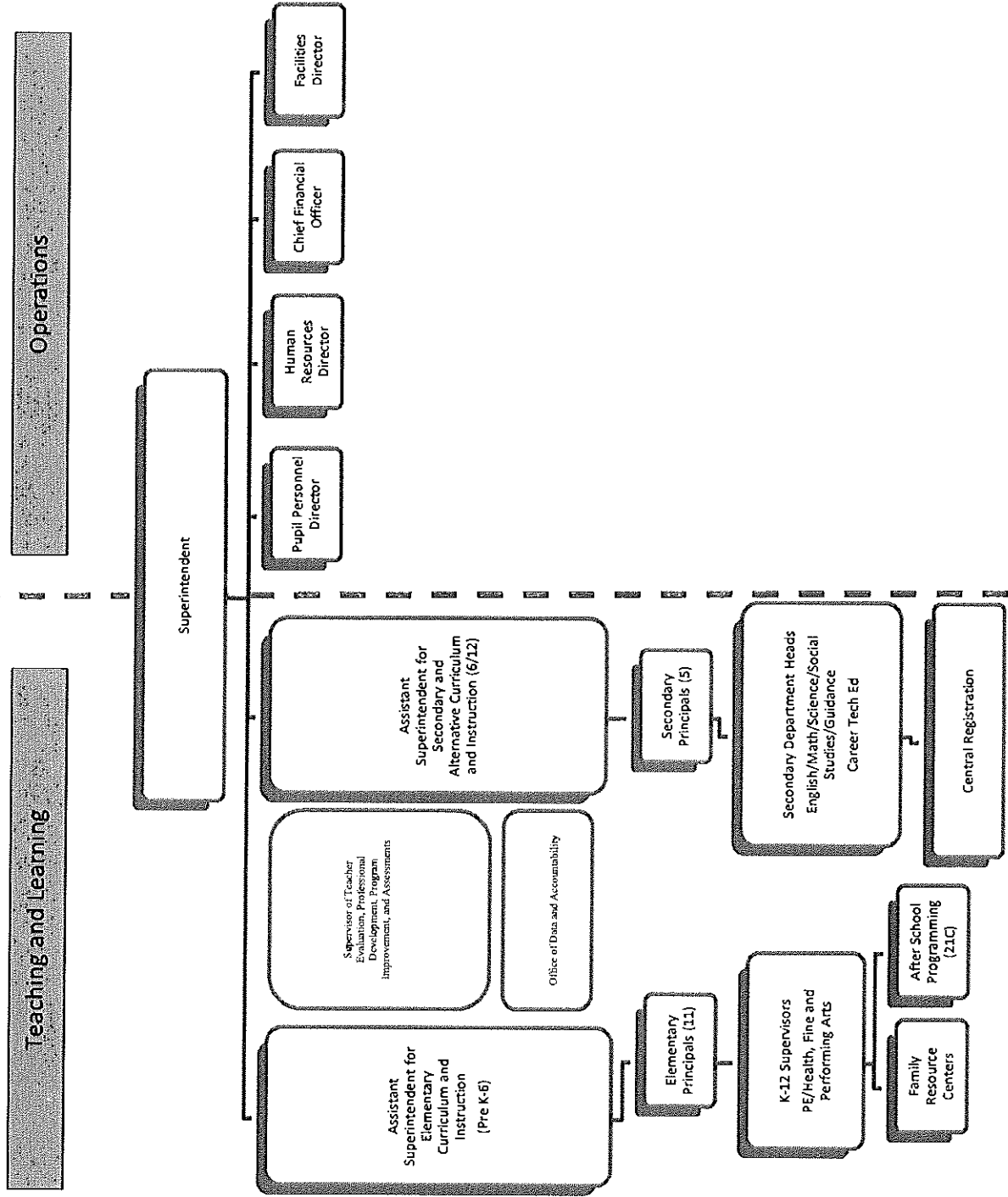
- Neighborhood Schools

East Hartford Public Schools proudly offers all elementary students and parents the opportunity to attend a neighborhood school. Centrally located in close proximity to your home, neighborhood schools pride themselves in unique and frequent opportunities to engage and involve parents and families in their child's education. By providing students with high quality curriculum and instruction centered on the Common Core State Standards and a universal experience in both art and music, neighborhood schools offer our families the unique experience of a community school.

- Theme Based Schools

Introduced over the past three years to the East Hartford Public School System, Theme Based Schools provide elementary students and parents the opportunity to attend an elementary school organized around a key theme or concept. At the theme schools, *learning is focused on the Common Core State Standards while integrating the specific school theme of fine and performing arts and world languages, science, math and technology or the International Baccalaureate concepts for global learning into daily lessons. Like the neighborhood schools, theme school students are provided with health/physical education and music and arts instruction.*

# CENTRAL OFFICE RESTRUCTURE



## Academic Programming



The core mission of EHPS is to deliver a high quality learning experience to every child, every day. To this end, the district has engaged in extensive academic programming work designed to promote, enhance and refine the quality and ability of our schools to serve our students. Our core academic work represents an impressive list of projects that have engaged our administrators and teachers throughout the course of the 2012-2013 school year. In addition, we have continued as a district to develop the concept of developing choices for our families in the development of theme and revitalized neighborhood schools. We eagerly await the results of achievement data that will be posted in July from the 2012 Connecticut Achievement Tests.

### CORE ACADEMIC WORK

- Alliance Plan Development and Implementation
- District Improvement Plan Implementation
- Connecticut Kindergarten-Grade 3 Literacy Initiative (CK3LI)
- Extended Day/Time Collaborative @ O'Connell School
- Candidate School Process International Baccalaureate School O'Connell School
- Common Core State Standards (CCSS) Curriculum Development and Adoption
- Smarter Balance/CCSS Practice Assessments
- Teacher Evaluation and Professional Development Plan
- Administrative Evaluation and Professional Development Plan
- Professional Development Implementation/Calendar
- Quality Review (QR) Partnership with CSDE
- Instructional Rounds
- Special Education Programming
- District Pipeline Development

### DISTRICT IMPROVEMENT PLANNING

EHPS educators focused efforts and aligned systems this year through a systemic planning and implementation process. This year, our District Data Team (DDT), refreshed and revitalized our District Improvement Planning process to focus on aligned planning and routine reporting. Our core strategies for this year's plan were the following high leverage work areas:

- Curriculum and Instruction
- School Climate
- Data Teams

In addition to the progress and growth that was made on the school level on this systemic work, the DDT engaged in a process of developing and revising the plan to better meet the current needs of the district.

## CONNECTICUT KINDERGARTEN-GRADE 3 LITERACY INITIATIVE (CK3LI)



The Connecticut K-3 Literacy Initiative (CK3LI) provides a specific opportunity for five selected elementary schools to receive intensive reading assessment, instruction, and intervention support for students reading below proficiency. For the 2012-2013 school year, Norris School was selected to be a part of this program after a rigorous application process. As part of the initiative, Norris received the support of one external literacy coach and four reading interventionists as well as the CK3LI Leadership and Coordination Team to guide (a) individualized diagnostic pre-implementation assessment of existing reading assessments, instruction, interventions, and practices; (h) embedded, high intensity professional development support based on pre-assessment results; (c) modification and/or adoption of scientifically research based literacy practices and supports (e.g., assessment, core classroom instruction, supplemental intervention); and (d) evaluation of implementation fidelity and student progress.

In partnership with the Connecticut State Department of Education and the Center for Behavioral Education and Research (CBER) in the Neag School of Education, University of Connecticut this program has great potential in regards to intervening and closing the achievement gap for students at Norris School. While preliminary data collected at the time of this report is positive, a thorough analysis will be conducted based on student performance on the 2012 CMT.

## EXTENDED DAY/TIME COLLABORATIVE @ O'CONNELL SCHOOL

In the fall of 2012, O'Connell School was selected to join a new, multi-state initiative called the TIME Collaborative. This effort, in partnership with the Ford Foundation, the National Center on Time & Learning (NCTL) the Connecticut State Department was designed with the premise of creating a better and stronger school day and year with more learning time.

Throughout the year, EPHS educators worked to explore what a redesigned school day and/or year could look like for our school community. Important aspects of how our current school day could be enhanced with more time, such as improving our literacy and math programs and providing more enrichment options such as athletics, music, health programs and the arts were all considered. Through a collaborative process that involved bargaining unit participation, parent feedback and teacher support, O'Connell school will be moving towards a schedule that offers 300 additional hours for all students in grades 3-6. This schedule will greatly enhance the concepts of the IB theme development and provide a high quality learning experience for students.

## A CHOICE BASED SYSTEM

East Hartford Public Schools (EHPS) is firmly committed to working together with our children and families to provide a world class educational experience designed to challenge and push all students to their fullest potential. EHPS believes in the opportunity of choice and engagement of a student and parent in education and offers families several options in their educational experience at all levels.

## CURRENT PROGRAM DESCRIPTIONS

**Neighborhood School Program Description:** The Neighborhood School Program showcases an exemplary approach to education focused on the relationship of the school to the community with which it is most closely geographically associated. East Hartford Public Schools proudly offers all elementary students the opportunity to attend a neighborhood school that is centrally located in close proximity to the home of the families it serves. Neighborhood schools pride themselves in unique and frequent opportunities to engage and involve parents and families in their child's education. By providing students with high quality curriculum and instruction centered on

the Common Core State Standards and a universal experience in both art and music, neighborhood schools offer our families the unique experience of a community school.

**Arts and World Language Program Description:** The Arts and World Language Program started at Sunset Ridge School in the Fall of 2010. This program was designed to challenge children to learn using higher-order thinking and arts integrated activities with a rigorous curriculum based on the state and national standards. In addition to their academic work, this program expects all students to play a musical instrument. This program provides multiple opportunities for performance including world drumming, band, orchestra and student participation in production companies centered on visual arts, dance and drama. In addition, students study Chinese and Spanish throughout their time in the program. The goal is to promote high level learning through robust and rich experiences in language and the arts.

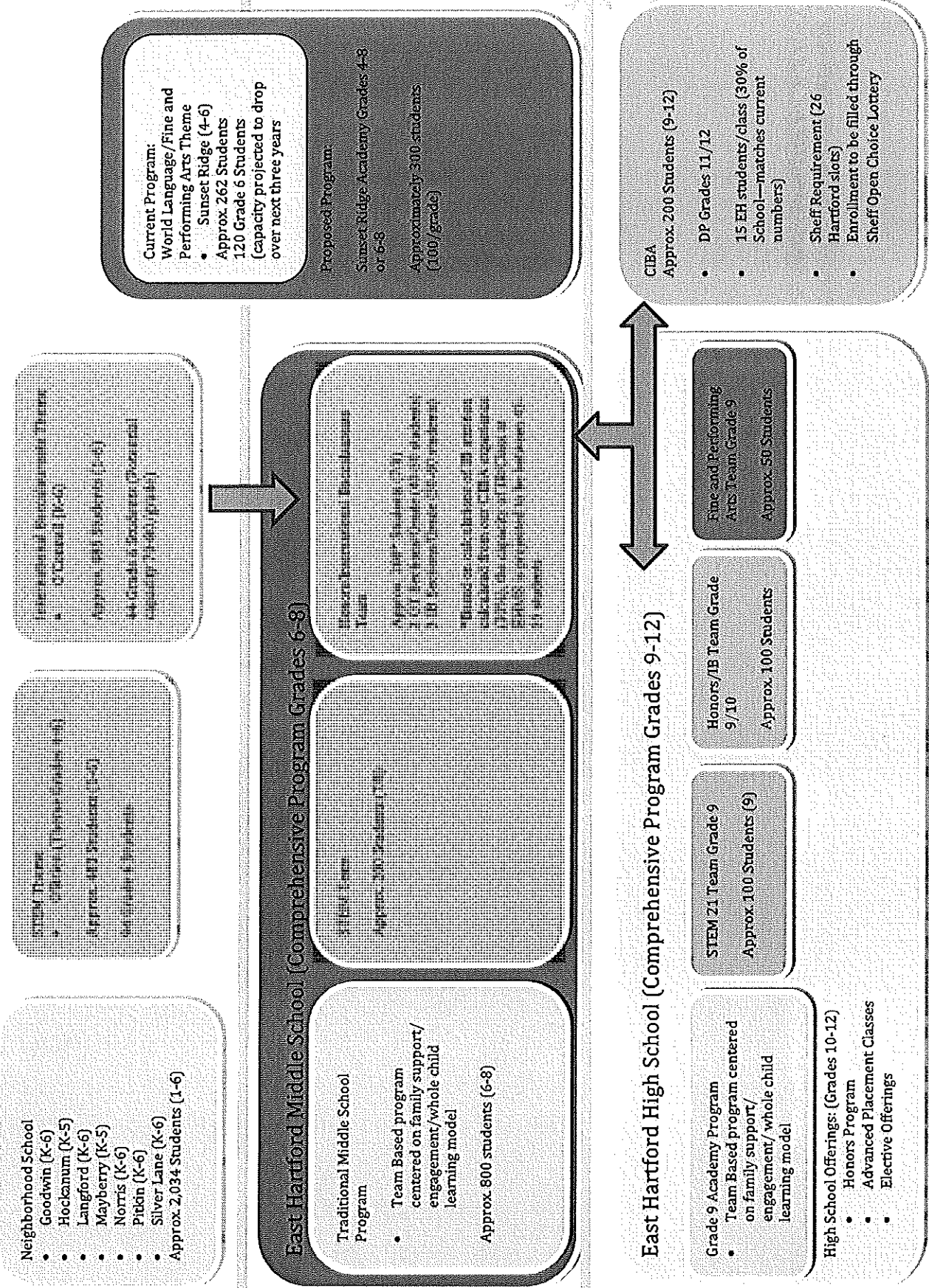
**STEM Program Description:** The Science, Technology, Engineering and Mathematics (STEM) Program is based on a curricular design that merges four disciplines into a single theme focus. Through this lens, students are engaged in high level thinking and problem solving as they explore and ask questions about their world and gather and reflect on information using an inquiry-based process. Through an interdisciplinary approach to learning where rigorous academic concepts are coupled with real-world lessons, students make connections between school, community, work, and global enterprise. The STEM Program started at Robert J. O'Brien STEM Academy in 2011-2012 as a program open to all East Hartford students in grades 4-6. Technology is used in all subjects to increase student engagement and learning. Additional opportunities are provided beyond the classroom and in afterschool programs that support the STEM theme of the program.

**IB Program Description:** The International Baccalaureate (IB) is a group of three educational programs as established by the International Baccalaureate Organization (IBO). These programs include the Primary Years Program (PYP) for pupils aged 3 to 12, the Middle Years Program (MYP) for pupils aged 11 to 16 and the Diploma Program (DP) for pupils aged 15 to 19. The International Baccalaureate aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect. To this end the organization works with schools, governments and international organizations to develop challenging programs of international education and rigorous assessment. These programs encourage students across the world to become active, compassionate and lifelong learners who understand that other people, with their differences, can also be right. The IB Program was first implemented in EHPS in 1999 at EHHS, which later became CIBA. Since this inception, our Inter-district Host Magnet School has been recognized on a state and national level as being a magnet school of excellence. In the Fall of 2012, EHPS expanded this concept by applying for PYP certification at O'Connell School. While certification is not expected until the Spring of 2014, this new offering provides East Hartford students a rigorous and desirable option in their school choice menu.

## PROGRAM PIPELINE DEVELOPMENT

In response to EHBOE's previous direction and leadership to develop theme based programs at the elementary level, this year the district has worked in the design and planning stages to develop a K-12 continuum of programming for students to access the curriculum, skills and interests throughout their educational experience. To this end, program pipelines are in the process to be established within existing schools that enhance the offerings, choice and attractiveness of our district. This planning work began with the EH15 committee during the fall of 2012 and continues to evolve and grow as new concepts are developed and explored. Our district goal is to provide our students and families with outstanding school and program choices that are marked by achievement, innovation, engaging curriculum and high quality staff. Program pipelines in the district are intended to allow a student to continue with a single theme at the three levels of educational setting (elementary, middle and high).

### EHPS PROGRAM PIPELINE MAP



## AWARDS AND RECOGNITION

Through the continual efforts of students, teachers, parents and administrators, EHPS has been continually recognized throughout the year by various organizations for various honors and awards. The list below represents a fraction, at best, of the honors and awards that have been awarded to the district, schools, staff and students.

### District Awards

- Top Work Place 2012
- Healthy U.S. School Challenge Food Service Award at all elementary schools

### School Awards

- East Hartford High School Peace Forum in April 2013
- CIBA recognized by the Guild of IB Schools as providing an "Exemplary International Baccalaureate Education" for students
- CIBA recognized by Newsweek and Washington Post as #2 in New England and #1 in Connecticut
- CIBA recognized as a Magnet School of Merit
- Synergy School Awarded the Heisman Grant Award
- EHMS awarded the New England League of Middle Schools (NELMS) Spotlight Award as a school of excellence
- EHMS awarded GEAR UP Award by MCC
- O'Brien awarded grant for students from UCONN to work with struggling readers
- Sunset Ridge School received a grant from the College Board and the Asia Society to continue the partnership with a sister school in China
- O'Connell School- Excellence in Diversity Education awarded by The Discovery Center
- Norris School awarded *Connecticut Kindergarten through Grade Three Literacy Initiative (CK3LI)* Grant, (One of Five Schools Awarded this grant in the State)
- Silver Lane School was awarded \$500 grant from Exxon Mobil and Target for academic support

### Staff Awards

- Teneshia Baker was the CT State Para Educator of the Year
- Emil Kopcha honored by EH Chamber of Commerce with an Education Partner Award and the Friend of Youth Award from the East Hartford Youth Services Community based organization
- Jenny Correa was honored as a key note speaker for the annual Junior Achievement Breakfast
- Christine Denecour was selected as EHPS Teacher of the Year
- Anne Marie Wickersham was selected as EHPS Para of the Year
- East Hartford High School teacher Dennis Rugar was awarded a fellowship to study Abraham Lincoln this summer in Springfield, Illinois

### Student Accomplishments

- First place in Student Innovation Expo and "Most Outstanding Project Proposal"
- 2 EHHS students were awarded EH Woman's Club scholarships
- 3 O'Brien students won awards at the CT Invention Convention
- 2 EHHS students performed at the All State Music Festival
- 9th Grade Cyber Challenge Team-2nd Place in May 2013
- 6 Sunset students were honored by CAS for their outstanding art and music talent at the CAS Banquet at the Aqua Turf
- 4 Sunset students participated in the Elementary Honors Choir at the State of CT Music Convention with one student making it to the Northern Region Music Festival.
- Two Norris students were recognized for Art Excellence at the "Art at the Capitol" program
- Two Norris students recognized at the Connecticut Association Schools Fine Arts Awards



## Operations

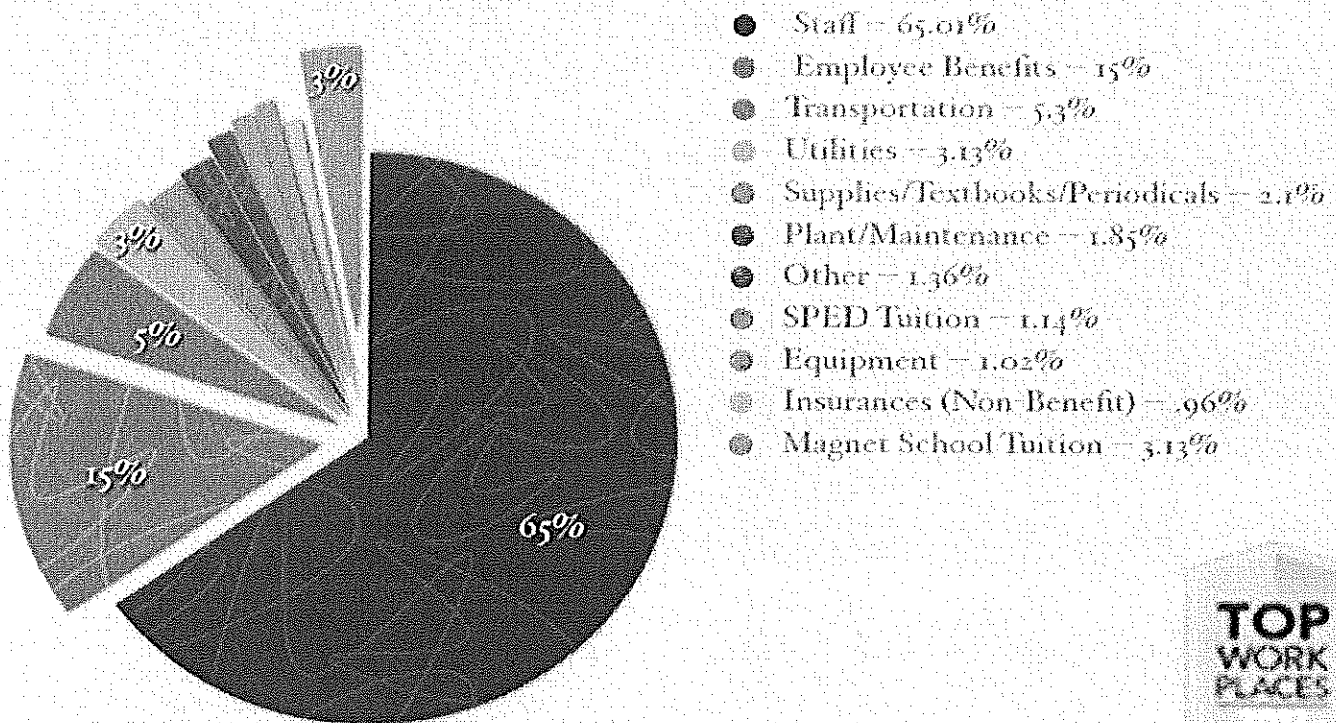
Managing, maintaining and developing district financial and infrastructure assets is key in the core work of EHPS to provide a high quality educational experience to every child, every day. We continue to align our operations efforts in a tightly coordinated and aligned system that centers on both long range and short term planning. Center to the work of operations is the development and management of the annual district budget as well as infrastructure maintenance.

### BUDGETARY PROCESS

Developing a fiscally prudent and conservative budget while providing the resources for district development continues to be a core function of EHPS. As a current service proposal, our budget proposal represented a 5.4% net increase. Due to positive realizations in our insurance benefits, energy costs, district revenue sources and the support of our Mayor and Council, we will deliver on the services and programming that are key to providing our students with a high quality learning experience. In addition, we continue to seek and leverage alternative funding abilities that can be used to enhance our current operations. Our success in securing and managing these funding sources has proven to be a crucial measure in difficult financial times.

Superintendent's Proposed Budget	BOE Adopted Budget	Council Approved Budget
\$90,465,883	\$90,465,883	\$87,266,419

## Board Proposed Budget



## ALLIANCE FUNDING

### Alliance District Program Overview:

Public Act 12-116 created the Alliance District program with the goal of providing new resources to the districts in greatest need – provided they embrace key reforms to position their students for success.

To achieve this, the law establishes a process for identifying 30 Alliance Districts – the districts with the lowest district performance index scores statewide – and allocates to these districts \$39.5 million in increased Education Cost Sharing (ECS) funding in the upcoming fiscal year. Each district's receipt of its designated allocation is conditioned upon district submission and Connecticut State Department of Education's approval.

Alliance District Plans are locally conceived, evidence-based reform plans that propose detailed initiatives for improving student achievement. Plans describe reform activity over the entire five-year period of the Alliance District designation and include specific, multi-year objectives and performance targets. The CSDE reviews each Plan on an annual basis, and approves plans that align with the goals of the program. Approval of plans in years two through five will be predicated upon progress towards the described performance targets; among other factors.

### East Hartford Public Schools Alliance Plan

Of the allocated ECS funding, East Hartford Public Schools received \$1,714,744 through application approval of a strategic implementation plan. This plan represents a thoughtful and aggressive approach to reducing the achievement gap in East Hartford and significantly improving the quality of education we offer to all students. This plan represents a combination of new and existing initiatives, many of which already exist in the proposed 2011-2014 District Improvement Plan. For the purpose of this targeted plan, focus was placed on the following key district initiatives that mirror suggested actions from the CSDE:

1. Common Core: Creating a strong foundation for student success through teaching and learning,
2. PreK-3 Literacy: Enhancing foundational programs in literacy, and
3. Talent Development: Building the Capacity of teachers and leaders of EHPS to ensure student success.

#### KEY DISTRICT INITIATIVE: Common Core: Creating a strong foundation for student success through teaching and learning

East Hartford Public Schools realizes the critical importance of strong, aligned curriculum, effective instruction, and tiered intervention in the district-wide implementation of the common core. The district's teachers will have access to job-embedded professional development, new classroom materials, and access to the district for support.

Beyond the work of aligning the curriculum, EHPS extended its summer school program for students that are in need of the most support. This work directly aligned with the Commissioner's initiative of "additional learning time, including extended school day or school year programming." In addition, this key district initiative called for the hiring of personnel to implement high quality intervention in mathematics, literacy and bi-lingual/ESL. These staffing additions have considerably strengthened district ability and capacity to improve student access to a high quality educational experience.

#### KEY DISTRICT INITIATIVE: PreK-3 Literacy Initiative

The Commissioner of Education references "strengthening the foundational programs in reading to ensure reading mastery in kindergarten through grade three with a focus on standards and instruction, proper use of data, intervention strategies, current information for teachers, parental engagement, and professional development for teachers." EHPS believes that the district wide initiatives that include professional development and coaching support for teachers, the collaboration between private and public Pre-K providers and kindergarten teachers, and the K-3 Literacy Initiative with the University of Connecticut at Norris Elementary School, along with school based initiatives in its focus and review schools, will continue to aid in the strengthening of the foundational programs for students. Alignment of curriculum with the common core, as indicated in Key Initiative I, along with the use of multiple assessments and the tiered data team process, will improve the literacy achievement of K-3 students.

Additionally, working in partnership with community agencies will provide enhanced opportunities to extend literacy support to students and parents beyond the school day.

Expanding summer school opportunities for K-3 students is another avenue for increasing student success in literacy. It is important for students to achieve on-grade level literacy or above by grade 3 so that they are prepared to "read to learn" upon entering grade 4. The current summer school meets the state mandate for students scoring in the "substantially deficient" range on the DRA2. This expansion will serve students who score below the proficient level.

**KEY DISTRICT INITIATIVE: Talent Development: Building the Capacity of teachers and leaders of EHPS to ensure student success**

EHPS realizes the importance of building capacity throughout the district in order to ensure student success. The Commissioner has referenced the importance of "a talent strategy that includes, but is not limited to, teacher and school leader recruitment and career ladder policies that draw upon guidelines for a teacher evaluation system." In order to bring the Commissioner's vision to life, East Hartford Public Schools is committed to proving staff with access to growth and development through job-coaching, additional support, and comprehensive evaluations at the district level as well as in its focus and review schools.

## **INFRASTRUCTURE DEVELOPMENT**

Maintaining and developing our infrastructure is a major priority and focus for EHPS. Using funding secured through savings realized in our operational budget, we continue to prioritize capital improvement work. Our goals are safe, updated, functional buildings that promote pride in our students, parents and families.

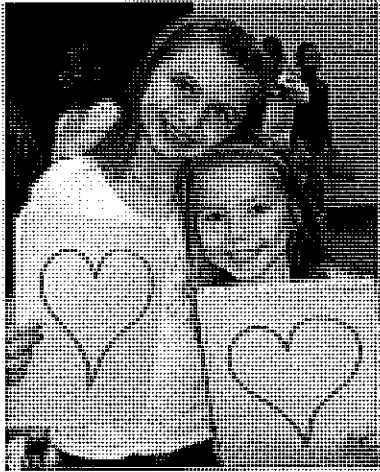
### **Core Infrastructure Projects Completed:**

- Barnes School Renovation (East Side)
- EHHS Gym Lobby Lavatories
- O'Brien School Garden Project

### **Pending Projects: (Planning/Design Phase)**

- Barnes School Renovation (West Side)
- 20 Steps Revitalization Project (in process)
  - Silver Lane
  - Sunset Ridge
  - Hockanum
- School Based Health Center Remodel/Develop
  - Hockanum
  - Mayberry
  - EHMS
  - EHHS
- Pitkin Parking Lot
- EHHS Tennis Court Study
- Hockanum Readiness Classrooms (Bathroom)

## Climate and Culture



EHPS lists improving the climate and culture of the district as the 4<sup>th</sup> and 5<sup>th</sup> goal of the new District Improvement Plan. To this end, EHPS firmly believes that establishing a high quality learning experience demands a focus on school safety, customer satisfaction and a strong internal value system in regards to student behavioral management. As a back to back winner of Top Work Place award, EHPS remains committed to developing an environment conducive to high quality stakeholder interactions.

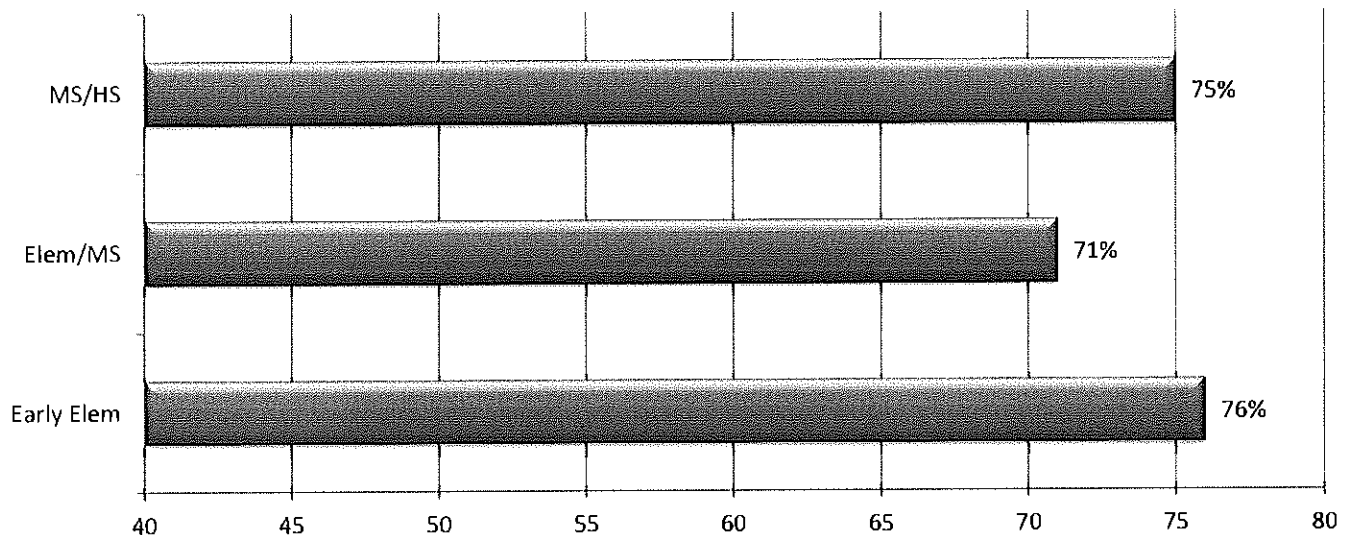
### DISTRICT CLIMATE REPORT

The climate or environment of EHPS is viewed as a threshold indicator for all future progress and achievement. Climate is reflected in the perceptions of stakeholders regarding general satisfaction and an acknowledgement of direction, voice, leadership and fairness. In regards to developing and building a strong district climate, EHPS has solidified the following values or leverage points:

- **Moral Purpose:** Strong district climate is developed by highlighting the larger purpose and ethical reasons we "do what we do."
- **Clear Communication:** Strong district climate is developed and enhanced through clear communication channels that have defined systems for vertical and horizontal communication.
- **Organization Input/Feedback Mechanisms:** Strong district climate is developed by providing stakeholders opportunities to share and have input on the planning process as well as criticize implementation results.
- **Organizational Consistency:** Strong district climate is developed through a commitment to consistency in leadership, initiatives and patterns of interaction.

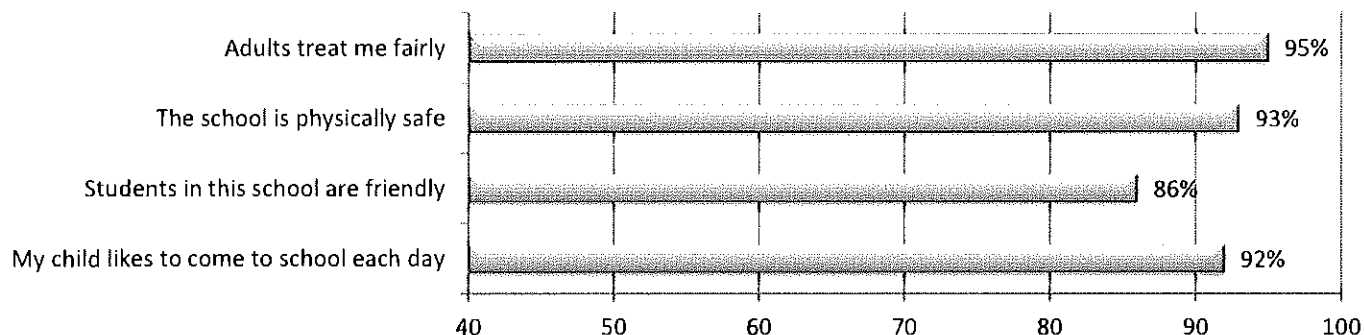
### STUDENT CLIMATE SURVEY

#### I Feel Safe in My School/Classroom



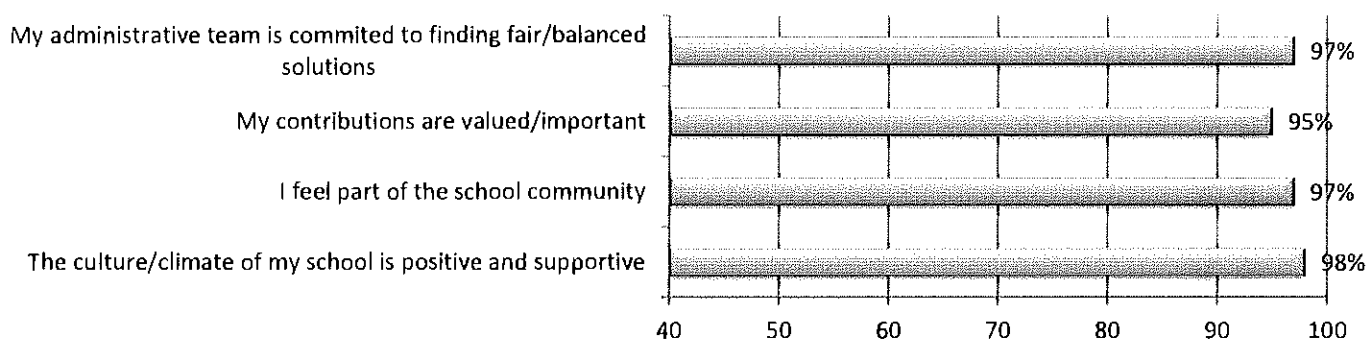
## PARENT CLIMATE SURVEY

### District-wide Parent Results (All or Most of Time)



## STAFF CLIMATE SURVEY

### District-wide Staff Results (All or Most of Time)



## DISTRICT SAFETY

The safety of children in our public schools is the basic and primary charge of all public school systems. As we respond to the tragedy that has taken place earlier in the year in our state, EHPS remains committed to ensuring that our students are safe and that our school security protocols are of the highest quality. To this endeavor, EHPS, joined by the East Hartford Police, Fire, and Emergency Management Departments agreed to and participated in a working partnership (titled the Security Task Force-STF) to review, analyze and audit current school security practices. Core focus points included building level security operations, infrastructure, the School Resource Officer Program, emergency response protocols, security training for staff and our cross walk security programming.

The following commendations were listed by the STF in regards to current practice:

1. The District evidences a strong commitment to organizational planning in regards to planning and systems development:
2. The District evidences a strong commitment to the professional development of security staffing.
3. The District evidences a strong commitment to improving and upgrading its security infrastructure/facilities.

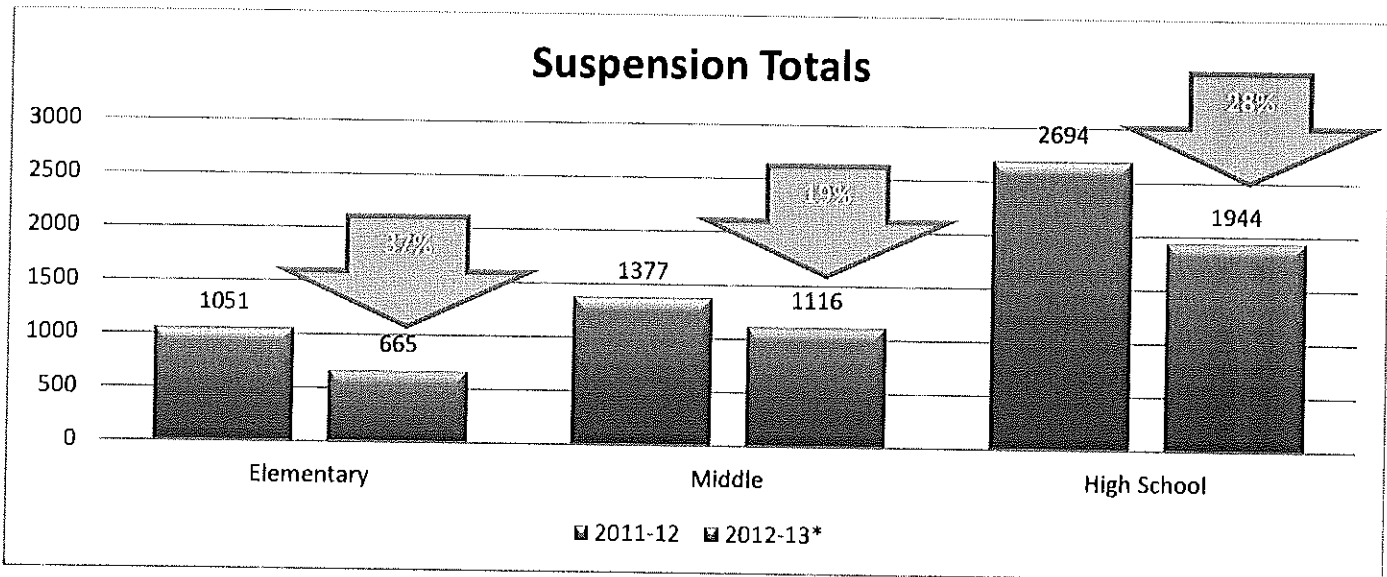
The following recommendations were listed by the STF in regards to current practice:

1. The District needs to improve the quality, clarity and wide spread understanding of district security protocols as listed in the Critical Incident Plans.

2. The District needs to focus on the professional development offered to all staff regarding building security and the process of exercising security plans.
3. The District needs to focus on continuing to update, complete and install security infrastructure/security management devices throughout the district.
4. The District needs to pursue further discussion on the following topics in their relation to school security:
  - SRO agreement
  - Emergency Shelter protocol development

**DISTRICT DISCIPLINE REPORT**

As a major component of the learning process, teaching students to manage and exhibit appropriate behaviors is a primary task for all school leaders. EHPS leaders are firmly and collectively committed to the concept that "discipline is the process of teaching behavior rather than punishing behavior." Based on this concept, we continue to review current practice in our search for improvement and growth. In this review, our current norms will be challenged, current practices changed and current beliefs questioned. We are committed to growth and open to the organizational shifts this study will enforce.



	EXPULSION	ISS	OSS
PERCENTAGE OF REDUCTION FROM 2011-2012	46%	27%	28%

## Conclusion

### NEXT STEPS

The necessary next steps for EHPS include a challenging array of initiatives rooted in the planning and design work accomplished during school year 2012. The following list captures some of the project work that will move underway throughout district schools.

- Implementation of Common Core State Standards
- Implementation of the new Teacher and Administrator evaluation plans
- Implementation of Alliance Grant Focus Points
- Implementation of District Accountability/Data System Development Tool
- Further analysis and development of Student Discipline Accountability System
- Develop and implement revisions/improvement to Special Education delivery model/Co-Teaching
- Central Office Restructure
- Further exploration of the Sheff Funding opportunity for East Hartford Schools
- Continue to develop District Pipeline Programs
- Synergy Redesign/Reconstruct
- Certification process for O'Connell School
- Implementation of the Extended Day Schedule
- Facilitate the projects listed in the Capital Improvement Plan
- Develop and maintain a successful school budget
- Recruit, hire, retain and develop high quality talent

EHPS is a district on the move. In collaboration with Town Officials and Municipal Leaders, our Board of Education has set the standard high regarding the expectation for district performance. We celebrate the beginnings of change and the hope that new practice brings to the district. We remain committed to the execution of our District Improvement Plan and to the process of steady work and the results we are confident it will bring.



# EAST HARTFORD PUBLIC SCHOOLS


*Every Child, Every Day*



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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

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**DATE:** June 6, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** COMMUNICATIONS: Resignation Boards and Commissions

I have been advised that Eileen A. Powers has resigned from the following Boards and Commissions. She is moving out of state and no longer available to serve.

Board of Ethics  
Inland/Wetlands Environment Commission (Alternate)  
Pension and Retiree Board  
Justice of the Peace

Please place this communication on the Town Council agenda June 18, 2013.

Thank you.

**C:** R. Pasek, Town Clerk  
J. Shanahan, Chair, Inland Wetlands  
M. Walsh, Dir., Finance

**Noel, Carol**

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**From:** Leclerc, Marcia  
**Sent:** Wednesday, June 05, 2013 5:16 PM  
**To:** Noel, Carol  
**Subject:** FW: Resignation  
Carol:

Please make sure that this gets forwarded to the Council for Communication.

Marcia

---

**From:** Eileen Powers [mailto:eileenpowers57@gmail.com]  
**Sent:** Monday, June 03, 2013 11:56  
**To:** Leclerc, Marcia  
**Cc:** Jack Jacobs  
**Subject:** Resignation

Hello Marcia,

I thought that everyone had received my notification that I had resigned my positions as a board member on the various committees I was so fortunate to hold.

Would you please forward this email to your town clerk as my formal resignation for I no longer reside in East Hartford and will be moving shortly to Florida.

Again, I thank you for allowing me to be part of our Town and making a difference.

Warm regards,

Eileen

*Eileen A Powers*  
*"Where You Make The Difference"*  
*Licensed CT Realtor/ Notary*  
*860-916-1963 Cellular*  
*860-259-1042 VOICE MAIL/FAX*  
*[eileenpowers57@gmail.com](mailto:eileenpowers57@gmail.com)*

*Board of Ethics*  
*Alternate Inland Wetlands/*  
*Environment Commission*  
*Justice of the Peace*  
*Pension & Retiree Board*

MARCIA A. LECLERC  
MAYOR

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

(860) 291-7200

FAX (860) 282-2978

[www.easthartfordct.gov](http://www.easthartfordct.gov)

OFFICE OF THE MAYOR

DATE: June 10, 2013

TO: Richard Kehoe, Chair

FROM: Mayor Marcia Leclerc

RE: TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST  
HARTFORD AND LOCAL 1548 INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

On June 5, 2013 the Town of East Hartford and the Local 1548 International Association of Fire Fighters AFL-CIO (hereinafter "Fire Union") entered a tentative agreement for a new collective bargaining agreement effective July 1, 2011 through June 30, 2015.

The impetuses for the tentative agreement centered around better controlling health insurance costs for active employees and retirees. The Town believed, during the negotiation process that preceded the need to 1) restructure the delivery of health insurance benefits for active Fire Fighters through a High Deductible Health Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) introduce a voluntary health screening program, 3) increase the premium cost share for health insurance coverage, and 4) initiate through payroll deductions employee contributions into the Town's Other Post Employment Benefit Trust.

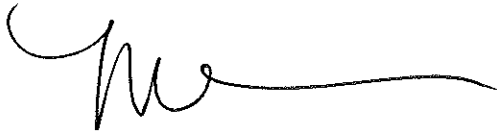
With several other unions still in negotiations, it was an opportune time to have one of the Town's largest employee groups agree to these concepts. You'll find that the tentative agreement with the Fire Union regarding these items achieved the objectives of the Town while keeping within the Town Council's spending directive from the March 2012 joint Town and BOE meeting.

Attached to this letter from Mike Walsh, Director of Finance, is the financial analysis of the four-year Fire Union tentative agreement (which is essentially a two year agreement given the time it took to arrive at a settlement), and a Summary of the Contract Settlement Award which covers all of the financial and non-financial items. Also, attached is a copy of the tentative agreement between the Town of East Hartford and the Fire Union which incorporates and highlights all of the proposed contract language changes resulting from the negotiation process.

Since this matter involves a need to fund the award and collective bargaining, the Town's Finance and Human Resources Directors will be present at the meeting scheduled for Tuesday, June 18, 2013 should there be any questions or concerns or a need to go into executive session.

According to Section 7-473 c (10) and (12) of the General Statutes of the State of Connecticut, within twenty-five days of receipt of the Tentative Agreement, the Town Council may reject the agreement by a two-thirds majority vote. I respectfully recommend that the Council approve the tentative contract agreement for the reasons noted above.

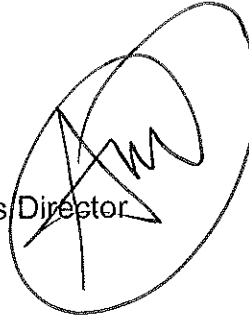
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Leclerc', with a long horizontal flourish extending to the right.

Marcia A, Leclerc  
Mayor

# OFFICE OF HUMAN RESOURCES

Date : June 7, 2013  
To : Marcia A. Leclerc, Mayor  
From : Santiago Malave, Human Resources Director  
Re : Fire Union Tentative Agreement



Attached for your review is a suggested transmittal letter to the Council Chairman regarding the Tentative Agreement Between Town of East Hartford and the Local 1548 International Association of Fire Fighters AFL-CIO (hereinafter "Fire Union") for a successor collective bargaining agreement effective July 1, 2011 through June 30, 2015.

The impetuses for the tentative agreement centered around better controlling health insurance costs for active employees and retirees. The Town believed, during the negotiation process that preceded the need to 1) restructure the delivery of health insurance benefits for active Fire Fighters through a High Deductible Health Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) introduce a voluntary health screening program, 3) increase the premium cost share for health insurance coverage, and 4) initiate through payroll deductions employee contributions into the Town's Other Post Employment Benefit Trust.

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**TENTATIVE AGREEMENT**

**CONTRACT BETWEEN**

**THE TOWN OF EAST HARTFORD**

**AND**

**LOCAL 1548**

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO**

**FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2015**

**Changes in blue are my edits**

**Changes in yellow are Union edits**

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MEMORANDUM OF AGREEMENT .....



The following contract, effective as of the first day of July ~~2006~~ 2011, by and between, respectively, the Town of East Hartford, hereinafter referred to as the "Town" and Local 1548, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service be rendered.

## ARTICLE I Recognition

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for this bargaining unit consisting of all uniformed positions within the East Hartford Fire Department, except those of Chief and Assistant Chiefs. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

## ARTICLE II Union Security

### SECTION 1

- A. Employees who are members of the Union as of July 1, 1986, or who later become members shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract or any extension thereof.
- B. Section 1 (A) shall be modified to provide that during the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or, in lieu of Union membership, pay to the Union a service fee which shall not be greater than the amount of dues uniformly required of its members. Adjustment to the service fee, if any, shall be in accordance with the procedure set forth in Article II, Section 2 of this Agreement.

### SECTION 2

The Town shall deduct Union dues or a service fee weekly from the earned wages of each Union member or service fee member, in such amount as determined by the Union as the regular weekly dues uniformly required as a condition of retaining membership therein, upon the receipt of an employee's authorization card. The sum which represents such weekly Union dues deduction or service fee deductions shall be certified to the Town as constituting such by

the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized financial officer of the Union. Deductions provided for herein shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. Each month, the Town will simultaneously furnish the duly authorized financial officer of the Union with a list of the employees for whom Union dues deductions have been made.

The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee terminated by layoff is rehired, with seniority rights, during the life of the contract then in existence.

The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

### ARTICLE III Bulletin Boards

No material shall be posted except notices of meetings and elections, results of elections, changes in Union By-Laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union.

### ARTICLE IV Grievance Procedure

#### SECTION 1

No bargaining unit employee shall be removed, dismissed, discharged, suspended, fined, or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, wages, hours or conditions of employment as agreed to hereunder, all of which wages, hours and conditions are controlled by this contract, adjustment shall be as follows:

- (A) The Union shall submit such grievance, in writing, to the Chief of the Fire Department, within thirty (30) days of the incident giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the contract which the Union believes have been violated. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

- (B) If such grievance is not resolved to the satisfaction of the Union by the Chief, within seven (7) days after such meeting, the Union may present such grievance, in writing, within seven (7) days thereafter to the Human Resources Director. Within ten (10) days after said Human Resources Director receives such grievance, the Human Resources Director shall arrange to and shall meet with the Union in an attempt to resolve said grievance.
- (C) 1. If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director within seven (7) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action the Board of Mediation and Arbitration will have the power to uphold the action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.
2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 - June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.
- (D) In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or five (5) work days for those covered by Section 2 of Article VI) before a hearing.
- (E) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- (F) Time limits provided for herein may be extended by written agreement of the parties.

- (G) As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

## ARTICLE V Union Business Leave

### SECTION 1

The three (3) members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

### SECTION 2

The three (3) members of the Union Grievance Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

### SECTION 3

Such officers and members of the Union, as may be designated by the Union, shall be granted twenty (20) days' leave from duty with full pay, for Union business such as attending labor conventions and educational conferences.

## ARTICLE VI Work Week

### SECTION 1

The work week for all employees except those assigned to the Fire Marshal's Division, the Apparatus Repair Division, the Fire Alarm Division, the EMS Division, the Training Division, Special Administrative Assignments, or Light duty shall be an average of not more than forty-two (42) hours per week computed over a period of one fiscal year.. Personnel shall work a twenty four shift followed by 72 hours off. Each 24 hour shift shall be comprised of a ten hour day tour to commence at 0700 hours and to conclude at 1700 hours linked to a fourteen hour night tour which shall commence at 1700 hours and conclude at 0700 hours following day. All leave shall be taken in 24 hour blocks of time except as specified.

The following leave may be granted for a day tour or a night tour:

1. Vacation days

2. Earned Days (for perfect attendance)
3. Special Leave
4. Educational Leave
5. Personal/ Sick Leave
6. Sick Leave specific to the care of a family member

This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

## SECTION 2

The work week of all employees who are not covered under Section 1 of this Article shall be thirty-five (35) hours per week. Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

## SECTION 3

The procedures concerning group changes, which were in effect at the time this Agreement was negotiated, shall continue. The Chief or his/her designee and representatives of the Union shall meet for the purpose of reducing the group change procedure to writing.

## SECTION 4

All temporary positions not covered under Section 1 of this Article will be covered under Section 2 of this Article. All temporary positions for which there is no active eligibility list shall be offered to qualified employees on the basis of seniority. Whenever the Town determines that a new temporary position (Special Administrative Assignments) is required The Chief shall identify the duties, responsibilities, and pay grade for the position. All temporary or acting positions which have been established prior to July 1, 2007 shall continue to be compensated at the established rates. New temporary positions (Special Administrative Assignments) shall be for a period of not less than ninety days. All temporary positions shall be for a period of not more than one year. Temporary positions may be extended up to an additional six months. Prior to extending a temporary position it shall again be offered to qualified employees on the basis of seniority. At the conclusion of the six month extension such temporary position shall be made permanent or eliminated.

## ARTICLE VII Holidays

## SECTION 1

In each fiscal year, each employee shall receive holiday pay for twelve (12) holidays. Each day of the holiday pay for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours. Holiday pay shall be paid on or about September 1 of each fiscal year. The twelve (12) holidays are:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Easter  
Memorial Day

## SECTION 2

In the event of an unforeseen national state holiday of mourning, and it is declared as such and is in fact celebrated by the Town, each employee shall receive an additional day of holiday pay.

## ARTICLE VIII Overtime

### SECTION 1

Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at time and one half\* the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours if such employee works the full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

\* See Memorandum of Agreement re Minimum Manning \*

### SECTION 2

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, for the purpose of remaining at the scene of a fire until he/she is properly relieved, for a period of time not to exceed thirty (30) minutes, such employee will receive no other compensation than his/her regular week's pay for such thirty (30) or less minutes of work. However, should any employee be held past thirty (30) minutes of his/her

regular quitting time, for any reason, such employee will be paid the applicable overtime rate for all time worked in excess of his/her work schedule.

### SECTION 3

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, because he/she has been ordered to and performs work in connection with a multiple alarm fire, or in the event of an emergency condition, such as, but not limited to such conditions as flooding, civil disturbance, severe and/or unusual weather conditions, or any other emergency declared by the Mayor or his/her designee, shall be paid for such overtime work at one and one quarter (1 1/4) times the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours, if such employee works a full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of such hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

### SECTION 4

A. The overtime lists (with the exception of the Emergency List) shall consist of those employees who volunteer in writing. Newly hired employees shall have thirty (30) days from date of hire within which to volunteer, in writing, to have his/her name added to such list(s). The names of employees on the overtime lists shall be placed thereon in order of their seniority.

#### B. Regular Overtime Lists

There shall be two (2) separate lists for overtime which is needed to bring a company up to minimum manpower strength for the full shift:

1. Deputy Chiefs, Captains and Lieutenants,
2. Firefighters, Firefighter/Paramedics, Pumper/Driver Operators.

C. Whenever overtime is required to bring a firefighting shift up to minimum manpower strength, it shall be rotated among the qualified employees whose names appear on the appropriate Regular or Four-Hour overtime lists.

D. If an employee works an overtime assignment or refuses to work such an overtime assignment, his/her name shall be placed at the bottom of the rotating overtime list. If an employee is unable to work such overtime because he is on sick leave or injury leave, his name shall be placed at the bottom of the rotating overtime list only after he has completed the period of sick or injury leave and has had the same number of opportunities to work he would have had if he was not sick or injured, to a maximum of ten (10) such opportunities. Any

employee who has reported off sick is ineligible for overtime during the next shift and thereafter until he/she reports back for duty.

E. If no employee on the appropriate roster accepts an overtime assignment, the employee standing highest on the applicable rotating roster shall be ordered to work such assignment.

F. The officer in charge of the shift on which such overtime work is to take place shall administer the provisions of this section. The lists and procedures outlined in this Section may be modified by mutual agreement between the Chief and the Union in order to better meet departmental needs.

## SECTION 5

No employees who are covered by Section 1 of Article VI of this Agreement shall work more than five (5) consecutive tours of duty. An employee who has worked the maximum consecutive tours permitted by this Section shall not be ordered to work overtime unless there is a state of emergency declared by the Mayor necessitating the presence of all personnel.

## SECTION 6

Whenever any private person or organization is required to, or shall seek the services of employees of the Fire Department for extra duty assignments, the Chief or his designated representative shall hire the requested number of employees being requested from the extra duty overtime list.

a. The extra duty list shall consist of those employees who volunteer in writing to have their names added to such list by April 15, 2004. Newly hired employees shall have thirty (30) days from date of hire to volunteer, in writing, to have their names added to such list. The names on the extra duty overtime list shall be placed in the order of department seniority. Employees who wish to be added to such list after April 15, 2004, may do so in writing to the Chief or his/her designee at any time, but shall be placed at the end of said list and averaged into the rotating order for hiring purposes. On January 1 and July 1 of each calendar year, the order of all names on the extra duty overtime list shall be adjusted to reflect department seniority.

b. Employees may at any time request in writing to the Chief or his/her designee that their name be removed from the extra duty overtime list. These employees may also request in writing to the Chief or his/her designee that their name be placed back on to the extra duty overtime list. Such names shall be placed back on to the extra duty overtime list two times per calendar year, on either January 1 or July 1 but only after a minimum period of six months has passed since they were removed from the extra duty overtime list. These names shall be placed on to the extra duty overtime list in order of department seniority and averaged into the rotating order for hiring purposes.



c. All employees covered under this Collective Bargaining Agreement shall be eligible for placement on the extra duty overtime list. Employees shall be assigned and restricted to duties at specific events and/or occupancies based on their current position, job description, and/or rank except in the case of ancillary service employees who may work off the extra duty overtime list in a position of lower labor grade or different job description. Ancillary service employees may not be placed in line firefighter or line officer positions, whose duties are suppression. Ancillary service employees may be hired for such positions as fire prevention, fire watch, dual role fire prevention/ EMS positions, and other similar job assignments.

d. Employees working extra duty shall be compensated at the following overtime rates:

1. Firefighters, Firefighter/Paramedics, and Apparatus Operators.

a. Grade 66

2. Lieutenants, Captains, and Deputy Chiefs.

a. Grade 69, Step 2

3. Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspectors, Master Mechanic, Superintendent of Alarms, Fire Marshall, Chief Medical Officer, Chief Training Officer, and any new position(s) created in the ancillary services which are similar in labor grade and/or position.

a. Grade 66 when operating in a capacity which is less than their regular job assignment or position.

b. Grade 69, Step 2 when working in the capacity of their regular job assignment or a supervisory position relevant to their position.

e. Employees hired for extra duty assignment shall be paid for such assignment at the appropriate overtime rate, multiplied by four (4) hours, or the actual number of hours of such overtime, whichever is greater.

f. If no employee volunteers for extra fire duty, assignments will be made by the Chief to those off duty from the rotating extra fire duty list.

## ARTICLE IX Acting Officers

### SECTION 1

Whenever any employee is required to work in a higher classification than his/her regular classification, such employee shall receive the next higher rate of pay for the higher classification in which he/she serves in this acting capacity. Employees who are Acting will receive only the next higher rate of pay. Service in an "acting" capacity shall not count towards seniority if and when an employee is permanently appointed to such higher rank, nor will it count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, nor for any purpose whatsoever.

## SECTION 2

All acting assignments shall be offered to qualified employees on the basis of seniority. Whenever an employee is absent from duty for any reason or had died or retired and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence, death or retirement, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists. However, if the employer can reasonably determine that such absence will last more than thirty-one (31) days, then the employer may appoint said highest eligible employee any time from the first day of absence.

## ARTICLE X Vacations

### SECTION 1

In each calendar year, each employee who has or will have six (6) months but less than one (1) year of Town service on December 31st of such calendar year shall receive one (1) week of vacation leave with pay. Each employee who has or will have one (1) but less than five (5) years of Town service on December 31st of such calendar year shall receive two (2) weeks of vacation leave with pay. Each employee who has or will have five (5) but less than ten (10) years of Town service on December 31st of such calendar year shall receive three (3) weeks of vacation leave with pay.

Each employee who has or will have ten (10) but less than sixteen (16) years of Town service on December 31st of such calendar year shall receive four (4) weeks of vacation leave with pay. Each employee who has or will have sixteen (16) or more years of Town service on December 31st of such calendar year shall receive one (1) additional day of vacation leave with pay. Each employee who has or will have seventeen (17) or more years of Town service on December 31st of such calendar year shall receive two (2) additional days of vacation leave with pay. Each employee who has or will have eighteen (18) or more years of Town service on December 31st of such calendar year shall receive three (3) additional days of vacation leave with pay. Each employee who has or will have nineteen (19) or more years of Town service on December 31st of such calendar year shall receive (4) additional days of vacation leave with

pay. Each employee who has or will have twenty (20) or more years of Town service on December 31st of such calendar year shall receive five (5) additional days of vacation leave with pay.

## SECTION 2

Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to one (1) employee on each Fire Fighting Company on each shift, and the number of officers (regardless of rank) who may be on vacation simultaneously shall be limited to one-third (1/3) of the total number of officers assigned to a group, rounded to the nearest whole number. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of rank, then seniority, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same, and except no employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

## SECTION 3

All vacation leave may be taken as individual days off. For the purpose of this Section, a week of vacation leave shall mean four (4) tours of duty for those employees who are covered by Section 1 of Article VI of this Agreement and shall mean four (4) tours of duty for those employees who are covered under Section 2 of Article VI of this Agreement. All applicable provisions of this Article shall apply to this Section as well.

## SECTION 4

Each employee may carry forward up to two (2) weeks of unused vacation leave. Such leave shall be taken in accordance with the provisions of Section 2 of this Article. Carryover of vacation under this Section shall require thirty (30) days notice in writing to the Chief or the Deputy Chief.

## SECTION 5

If any employee is entitled to vacation leave at the time of his/her separation from the Fire Department, or his/her death, such employee, or his/her dependent survivors, as the case may be, shall receive one (1) day of pay for each day or days of such vacation leave.

## ARTICLE XI Sick Leave

SECTION 1

Each employee shall be entitled to one and one fourth (1 1/4) working days of sick leave, with pay, for each month of service which shall accumulate indefinitely. One 24 hour shift each year may be defined as Personal/Sick Leave to be used at the employee's sole discretion. Use of Personal/Sick Leave shall not break a period of "Perfect Attendance" as defined in Section 2 of Article XI.

SECTION 2

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay.

- A. Employees covered under Article VI, Section 1 of this Agreement shall earn one (1) day for perfect attendance for each of the following periods:

January 1 thru April 30  
May 1 thru August 31  
September 1 thru December 31

- B. Employees covered under Article VI, Section 2 of this Agreement, shall earn one (1) day for perfect attendance for each of the following periods:

January 1	thru	March 31
April 1	thru	June 30
July 1	thru	September 30
October 1	thru	December 31

- C. Earned days must be taken within an eight (8) month period.

SECTION 3

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive one day of terminal leave for each day of unused sick leave up to a maximum of ninety (90) days, except as otherwise provided in Article XX. In the event of an employee's death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of ninety (90) days.

#### SECTION 4

Sick leave may be used the employees recovery from illness, injury, exposure to disease, or to permit the absence of the employee for up to 24 hours to care for a member of the employee's immediate family. Immediate family, for the purposes of this section, is defined as the employee's spouse, dependent child, or with parent of the employee who is currently domiciled with the employee. Use of sick leave to care for a family member shall be limited to three occurrences per calendar year.

#### SECTION 5

No employee will be eligible for sick leave during any period which he/she is eligible for and collecting Workers' Compensation from an employer other than the Town of East Hartford.

#### SECTION 6

- A. A medical certification signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required for a period of more than two (2) consecutive working days, or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or any other type of leave, or when an employee's attendance shows frequent or habitual absence because of claimed sickness. Medical certification shall be provided on a prescribed form. See Appendix C.
- B. Notwithstanding any other provisions of this contract, the Chief will periodically review the attendance patterns of employees. If the review of any employee's record discloses individual events of illness which total six (6) or more days during any twelve (12) month period, or a proportional number if the review period is less than twelve (12) months, the Chief may discuss such attendance pattern with the employee and advise him or her through consultation. The failure to improve his or her attendance prior to the end of the next review period may lead to disciplinary action.

#### SECTION 7

The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

### ARTICLE XII Injury Leave

#### SECTION 1

Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave, with full pay, from the date of injury until such time as he/she is able to return to duty or reaches maximum medical improvement, whichever comes first, and in no event for more than eighteen (18) months from the date of injury. Such injury leave may be extended to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to expiration of the initial 18 month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for that portion of such damages or awards which compensated him/her for the salary to which he/she was entitled during such leave. The Corporation Counsel is authorized to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

## SECTION 2

The Town shall pay the hospital, medical and drug expense for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to his/her superior officer as soon as he/she becomes aware that such injury or disability was suffered in the line of duty and, further provided that he/she reports same within one (1) year of the date of the injury or disability, and further provided that he/she establishes, through proper evidence and witnesses, that such injury or disability was suffered in the performance of his/her duty.

## SECTION 3

- A. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee hired before July 1, 1996 shall be presumed to have been suffered in the performance of his/her duties.
- B. Any employee who is hired on or after July 1, 1996 shall be subject to the provisions of C.G.S. §7-433c, as it may be amended from time to time.

## SECTION 4

No employee shall engage in any activity of an emergency nature which is known to have caused heart and hypertension problems as covered under Section 7-433c of the Connecticut General Statutes. This provision shall not apply to activity in the employ of, or for the benefit of the Town.

## SECTION 5

### Light Duty Work Program

- A. There shall be established a Light Duty Work Program within the East Hartford Fire Department to accommodate the temporary partial physical disabilities of Department personnel, arising from both work related and non-work related illnesses, injuries or medical condition.
- B. Whenever any employee presents a doctor's certificate indicating the employee is fit for light duty, the Fire Chief or his designee shall determine:
- i. That the employee's skills and abilities and medical condition are appropriate to the light duty job to which he/she has been assigned;
  - ii. An employee who has been released to light duty shall report for light duty on the day of his/her next regularly scheduled shift. Should the employee's next regular shift fall on a Saturday or Sunday he/she shall report for light duty on Monday.
  - iii. Light duty assignments shall be Monday through Friday from 0800 hours to 1600 hours with a one hour lunch break. Employees on light duty assignments will be excused from duty for reasonable periods of time for doctor's appointments and physical therapy.
  - iv. In the case of work related injuries, that the illness injury or medical condition is expected to continue for no more than eighteen (18) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to the expiration of the initial eighteen (18) month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period; and
  - v. In the case of non-work related injuries, that the illness, injury or medical condition is expected to continue for no more than six (6) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional eighteen (18) months upon receipt by the Town of the written opinion of a physician chosen by the Town, prior to the expiration of the initial six (6) month period that the injured employee will be capable of resuming his/her duties within such extended eighteen (18) month period. Employees with non-work related injuries will submit to independent medical examinations, at the expense of the Town, whenever the Chief in his or her discretion, deems such an independent medical examination (or series of examinations) to be reasonable and appropriate.

It shall be the responsibility of the employee to secure the doctor's certificate stating the information detailed above, except when an independent medical examination is required.

- C. i. The total number of employees that may participate in the Light Duty Work Program shall not exceed three (3) percent of the total budgeted positions authorized for the Fire Department at that time, rounded to the nearest whole number. However, the Chief shall have the prerogative to grant exceptions to that total, on a non-precedent setting basis.
- ii. Half of the available light duty positions (or the simple majority in the case of an odd number of light duty positions) shall be allocated and given preference to employees with work related injuries. The remaining available light duty positions shall be available for employees with non-work related illness, injury or medical condition.
- D. Employees participating in the Light Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the East Hartford Fire Department. No employee shall be required to perform menial or degrading work in the Light Duty Program.
- E. Upon receiving medical certification that he/she is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

ARTICLE XIII  
Section 1  
Special Leave

**SECTION 1**

Each employee shall be granted special leave, with pay, for any day or days on which he/she is able to secure another employee to work in his/her place provided:

- (A) Such substitution does not impose any additional costs on the Town;
- (B) Such substitution does not cause the Company to be without a qualified employee to fill each of its positions;
- (C) The officer in charge of his/her assigned shift shall be notified in writing on an approved form or electronically at least 24 hours in advance;
- (D) In each calendar month, no employee shall exchange more than two (2) day tours of special leave, excluding weekends and holidays. If one or more additional days are requested, they may be granted only with approval of the Chief or the Assistant Chief;



- (E) Neither the Department nor the Town is held responsible for enforcing any agreements made between employees.

## SECTION 2

### Family Medical Leave

The Town will comply with all the terms of the Federal Family Medical Leave Acts. These terms include but are not limited to the following:

- (A) Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA.
- (B) Events which qualify employees for such leave are:
- Birth or adoption of a child or placement of a child in the employee's home for foster care.
  - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
- (C) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- (D) The Town may require medical certification to document the reason for the leave, where provided by law.
- (E) The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- (F) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.
- (G) Employee may be required to provide a "fitness for duty" certification upon return to work.

## ARTICLE XIV Funeral Leave

Each employee shall be granted leave, with pay, in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, unless an additional day is necessary for travel, subject to approval by the Chief or designee. In no event shall such leave be less than three (3) tours commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, wife, child, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-son, step-daughter, and any relative who is domiciled in the employee's household.

## ARTICLE XV Uniform Allowance

### SECTION 1

The Town shall provide employees with dress uniforms to include:

- 1 pair of Dress Gloves
- 1 Long-Sleeved Dress Uniform Shirt
- 1 Uniform tie
- 1 Class A Dress Uniform Blouse
- 1 Dress Uniform Winter Jacket
- 1 Pair of Dress Uniform Slacks
- 1 Pair of Dress Uniform Shoes
- 1 Dress Uniform Hat and Hat Badge
- 2 Dress Uniform Badges
- 2 Sets of Dress Uniform Collar Insignia

The Chief shall determine when the change of seasonal uniforms will occur. The Chief may make bi-annual inspections of dress uniforms.

### SECTION 2

The Town shall continue to provide each employee with his/her own protective clothing which is of good quality and in good condition. Such personal protective equipment shall be appropriate for the conditions under which employees are expected to operate during emergency situations. All clothing shall meet or exceed the NFPA and/or OSHA standards. This equipment shall include the following:

- 1 New York style helmet
- 1 Set of complete turnout gear
- 1 Pair of Structural Firefighting gloves
- 1 Pair of Structural Firefighting boots
- 1 Nomex Hood
- 1 SCBA Mask

### SECTION 3

Each calendar year the Town shall provide work uniforms consisting of shirts and pants to each employee. All work uniforms shall meet the specification of the turnout gear manufacturer and shall meet or exceed the NFPA and/or OSHA standards. Uniforms shall conform to the department uniform policy (DP-1003) in effect as of January 15<sup>th</sup>, 2008.

At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

### ARTICLE XVI Insurance

### SECTION 1

The Town shall provide and pay for the following insurance for all employees and their enrolled dependents:

A. Preferred Provider (PPO) Plan with Managed Care provisions and full services prescription coverage, as described ~~at~~ in Appendix D through June 30, 2014.

B. ~~Full Service Prescription Drug coverage, as described at Appendix D Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (Anthem Luminos Town of East Hartford #000458) \$1,500/\$3,000 - 100%/80% and full service prescription drug coverage effective July 1, 2014.~~

1. The Town shall contribute fifty percent (50%) of a participating HDHP members annual HDHP plan deductible into such employees' Health Savings Account ("HSA") in a single lump-sum deposit during the first week of each plan year annually on a pre-tax (IRC §123) basis.

i. The Town's contribution into an employee's HSA shall be prorated for any new or existing employee enrolling in the HDHP after a plan year has commenced.

ii. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall remain in the non-high deductible PPO and shall pay the same employee ~~cost share percentage premium share contribution~~ as the HDHP ~~of the cost of co-pay premium share contribution for the~~ PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP, however,

they should be aware of the timing of the HSA contributions to avoid potential tax penalties.

2. The Town shall contribute an additional two hundred and fifty dollars (\$250.00) into each participating bargaining unit members HSA during the first week of each plan year annually on a pre-tax (IRC §123) basis for participating in the wellness program defined herein under Article XX.

- C. The Triple Option Dental Plan, as described in Appendix E.
- D. Vision Care Endorsement for employee and spouse, as described at Appendix D.
- E. The Town shall provide and pay for a ~~thirty~~ forty thousand dollar (\$30,000 ~~\$40,000.00~~) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars (\$60,000); converted to a five thousand dollar (\$5,000) life insurance policy for each employee who ~~retires~~ retired between July 1, 1998 ~~and the date on which this Contract is signed and June 30, 2006~~. Each employee who ~~retires after the signing of this Contract shall receive~~ retired between July 1, 2006 through June 30, 2013, received a \$10,000 retiree life insurance benefit. Each employee who retires after July 1, 2013 shall receive a \$15,000.00 retiree life insurance benefit.
- F. All members of the bargaining unit who elect insurance coverage under Sections A, B ~~(as applicable)~~ and D above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

~~Effective July 1, 2006, each covered employee shall contribute 10% of the cost (the premium equivalency rate -- i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.~~

~~Effective July 1, 2007, each covered employee shall contribute 10% of the cost (the premium equivalency rate -- i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.~~

~~Effective July 1, 2008, each covered employee shall contribute 12% of the cost (the premium equivalency rate - i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.~~

~~Effective July 1, 2009, each covered employee shall contribute 13% of the cost (the premium equivalency rate - i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.~~

~~Effective July 1, 2010, each covered employee shall contribute 14% of the cost (the premium equivalency rate - i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects under Section A, B and D above through weekly payroll deductions on a pretax (IRS Code Section 125) basis.~~

Effective July 1, 2013 through June 30, 2014, each employee covered under Section A above shall contribute 16% of the cost (the premium equivalency rate - i.e. - the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2014 through June 30, 2015, each employee covered under Section B shall contribute 16% of the cost (the premium equivalency rate - i.e. - the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2015 through June 30, 2016, each employee covered under Section B shall contribute 16% of the cost (the premium equivalency rate - i.e. - the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with

any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The Town shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

G. The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

<u>Coverage Type</u>	<u>Payment Amount</u>
Individual	\$ 500.00
Individual plus one dependent	\$ 750.00
Individual plus two or more dependents	\$1,000.00

No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts (\$125.00, \$187.50, \$250.00, respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.

3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.

4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.

5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's Blue Cross & Blue Shield only at the first of each month. Enrollment in any of the Town's Health Maintenance Organizations can be done only at Open Enrollment in May of each year.

## SECTION 2

- A. The Town shall provide and pay for the insurance benefits listed at Section 1, paragraphs A and B of this Article for all employees upon retirement. The premium cost sharing provisions contained in Section 1, paragraph F do not apply to retirees insurance.
- B. For retired employees age 65 and over, who are eligible for Social Security, Parts A and B Medicare Supplemental coverage shall be provided in place of the foregoing coverage.
- C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars (\$1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Such contribution shall remain unchanged and shall not be subject to re-negotiation until after July 1, 2015.

## SECTION 3

The Town shall provide and pay for the insurance benefits, as described in Section 2 above, for the retired employee's spouse, under the following circumstances:

- A. Coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of a presently retired employee.
- B. The retired employee must attain age (60) before his/her spouse will be eligible for this coverage.
- C. If the retired employee remarries, the new spouse will not be eligible for this coverage.
- D. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her wife/husband at the time of his/her retirement. When the retired employee dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100 percent of the monthly premium from his/her pension check.
- E. In order for this coverage to be effective the retired employee must pay to the Town fifty (50%) percent of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.
- F. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100 percent of the premium for Parts A and B Medicare Supplemental coverage.

**SECTION 4**

~~Notwithstanding the provisions of subparagraphs A and B of Section 2, and Section 3 of this Article, all retired employees (and their spouses) who are covered under the indemnification plan (irrespective of their date of retirement), shall have the option at any time to convert their indemnification health insurance plan to the Preferred Provider (PPO) Plan with Managed Care provisions by filing a written election with the office of the Personnel Director. Any such election to convert to the Preferred Provider Plan shall be irrevocable.~~

**SECTION 5**

Employees may select in lieu of Preferred Provider coverage the health insurance coverage in Section 1, A and ~~or B (as applicable)~~ and other health insurance plans and carriers that may be offered by the Town subject to availability Kaiser Foundation Health Plan of Connecticut coverage. Any HMO cost above that charged by the Preferred Provider Plan health insurance coverage in Section 1, A and ~~or B (as applicable)~~, shall be borne by



**SUMMARY OF TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST  
HARTFORD AND LOCAL 1548 INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS**

**ARTICLE XVI, SECTION 1 INSURANCE**

- A. Preferred Provider (PPO) Plan with Managed Care provisions and full services prescription coverage, as described in Appendix D through June 30, 2014.
- B. Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (\$1,500/\$3,000 – 100%/80%) and full service prescription drug coverage.
1. The Town shall contribute fifty percent (50%) of a participating HDHP members annual deductible into such employees' HSA in a single lump-sum deposit during the first week of each plan year annually on a pre-tax (IRC §123) basis.
    - i. The Town's contribution into an employee's HSA shall be prorated for any new or existing employee enrolling in the HDHP after a plan year has commenced.
    - ii. Any employee currently receiving Veterans benefits causing him or her to become ineligible for a HSA, shall remain in the PPO but shall pay the same employee premium share as the HDHP. Employees currently receiving Veterans benefits may elect to enroll in the HDHP, however, they should be aware of the timing of the HSA contributions to avoid potential tax penalties.
  2. The Town shall contribute an additional two hundred and fifty dollars (\$250) into each participating bargaining unit members HSA during the first week of each plan year annually on a pre-tax (IRC §123) basis for participating in the wellness program defined herein under Article XX.
- E. The Town shall provide and pay for a forty thousand dollar (\$40,000) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars (\$60,000); converted to a five thousand dollar (\$5,000) life insurance policy for each employee who retired between July 1, 1998 and June 30, 2006. Each employee who retired between July 1, 2006 and June 30,

2013, received a ten thousand dollar (\$10,000) retiree life insurance policy. Each employee who retires after July 1, 2013 shall receive a fifteen thousand dollar (\$15,000) retiree life insurance policy.

- F. All members of the bargaining unit who elect insurance coverage under Sections A, B (as applicable) and D above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

Effective July 1, 2013 through June 30, 2014, each employee covered under Section A above shall contribute 16% of the premium equivalency rate (i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-insured) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2014 through June 30, 2015, each employee covered under Section B above shall contribute 16% of the premium equivalency rate (i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-insured) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2015 through June 30, 2016, each employee covered under Section B above shall contribute 16% of the premium equivalency rate (i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-insured) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

## SECTION 2

- C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars (\$1,700) annually through weekly payroll deductions to the Town's Other Post Employment Benefit (OPEB) Trust on a pre-tax basis (IRS Code §125). Such contribution shall remain unchanged and shall not be subject to re-negotiation until after July 1, 2015.

## SECTION 4

**Employees may select in lieu of the health insurance coverage in Section 1, A or B (as applicable) other health insurance plans and carriers that may be offered by the Town subject to availability. Any cost above that charged by the health insurance coverage in Section 1, A or B (as applicable), shall be borne by the employee selecting any other health plan coverage.**

**General wage increases during the term of this Agreement:**

<b>7/1/2011</b>	<b>Two percent (2.00%)</b>
<b>7/1/2012</b>	<b>Two percent (2.00%)</b>
<b>7/1/2013</b>	<b>Two percent (2.00%)</b>
<b>7/1/2014</b>	<b>Two percent (2.00%)</b>

the employee selecting ~~Kaiser Foundation Health Plan of Connecticut~~ or any other health maintenance organization plan coverage.

## SECTION 6

The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits; however covered services shall not be reduced by any such change, and there shall be no loss of coverage due, to pre-existing conditions. Any substitute insurance plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

### ARTICLE XVII Leave of Absence Without Pay

The Town may grant a leave of absence without pay, benefits, seniority, or pension accrual, to any employee, upon his/her request, for a period not to exceed one (1) year, providing such leave may not be taken for the purpose of seeking other employment. Upon expiration of an approved leave of absence, or earlier if so requested by the employee, he/she shall be reinstated in the position held at the time leave was granted.

### ARTICLE XVIII Seniority and Reduction in Force

## SECTION 1

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Section, Classification shall mean and include the following:

- A. Firefighter/Paramedic, Firefighter, Pumper Driver and Operator
- B. Fire Lieutenant
- C. Fire Captain
- D. Deputy Chief

An employee's length of service shall not be reduced by time lost due to sick or injury leave.

## SECTION 2

### Layoff and Recall

In the event that the Town deems layoffs to be necessary, the following procedures shall apply. Any reduction in force shall not reflect discredit on the service of any affected employee.

A. Order of Layoff

- i. Temporary employees shall be laid off before probationary employees.
- ii. Probationary employees shall be laid off before regular employees.
- iii. Among regular (non-probationary) full time employees, the following job classifications shall be established for purposes of layoff:
  - a. Deputy Chief
  - b. Captain
  - c. Lieutenant
  - d. Pumper Driver and Operator
  - e. Firefighter
  - f. Firefighter/Paramedic
  - g. Chief Training Officer
  - h. Chief Medical Officer
  - i. Assistant Medical Officer
  - j. Fire Marshal
  - k. Deputy Fire Marshal
  - l. Master Mechanic
  - m. Assistant Master Mechanic
  - n. Alarm Superintendent
  - o. Assistant Superintendent of Alarms
- iv. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior employee in the classification

will be affected by the elimination of the position within his/her classification. The least senior employee in the classification in which the elimination takes place shall be entitled to "bump" the least senior employee in the classification most recently held by such employee. The least senior person in the classification so affected shall be entitled to bump the least senior employee in the classification most recently held by such employee and this bumping procedure shall continue until the least senior person in the firefighter classification is laid off. Seniority within the previously held classification shall include time served in the classification from which the demotion is made.

- v. Notwithstanding anything in this Article to the contrary, no employee shall "bump" into a promotional position or pay increase as a result of this procedure.

#### B. Recall

The name of any employee who is laid off by operation of this procedure shall be placed on a recall list for a period of eighteen (18) months from the date on which his/her layoff occurred. Similarly, the names of all employees who were reduced in rank as a result of this procedure shall remain on a re-promotion list for a period of eighteen (18) months. Upon the creation of a new position or a promotional position, offers of employment shall be extended to the employees whose names appear on the recall or re-promotion list, in order of seniority, before offering any such position to any person from the eligibility list. Refusal to accept an offer of re-employment or re-promotion within five (5) calendar days, or to report to work within thirty (30) calendar days from receipt of a written offer of re-employment, or re-promotion, as the case may be, sent by certified mail, return receipt requested to the last known address of the employee, shall result in removal of the name of such employee from the recall or re-promotion list.

### ARTICLE XIX Probationary Period

#### SECTION 1

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of one year's probationary service. During the probationary period the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

## SECTION 2

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no promotional appointment into a position above the rank of Firefighter or Firefighter/Paramedic shall be deemed final until after the expiration of a period of one year's probationary service.

- A. For those individuals that possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall begin on the date of appointment to the promotional position.
- B. For those individuals that do not possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall end one year from the date the individual appointed to the promotional position satisfies all Job Qualifications and Licensing Requirements of the position.

## ARTICLE XX Employee Wellness Program

### SECTION 1

Each employee hired after August 26, 1987 shall participate in a wellness program.

### SECTION 2

Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or State laws and regulations.

### SECTION 3

1. The wellness program shall require:
  - (a) no smoking
  - (b) an annual physical which shall include development of health related goals and objectives to be pursued by the employee over the coming year;
  - (c) reasonable progress toward the annual goals including any weight standard set by the physician;

- (d) participation in a regular program of physical exercise as recommended and approved by the physician conducting the annual physical examination.

Employees enrolled in the wellness program who continue to participate as outlined above shall be eligible for payment of sick leave under Article XI, Section 3 at a maximum of one hundred twenty (120) days.

- 2. Participants in the program shall have two opportunities to quit smoking through participation in a smoking cessation program. If the participant then continues to smoke or resumes smoking, he/she will no longer be considered a participant in the wellness program.
- 3. The annual physical examination shall be performed by a physician selected by the Town. The Town shall identify the criteria to be applied by the physician in conducting the examination and developing health related goals and objectives for the employee. Medical information conveyed to the Town by said physician shall be limited to that which is relevant to the employee's participation in the wellness program and shall otherwise remain confidential.
- 4. If, at the time of the annual physical, the employee has failed to make reasonable progress toward the goals established the previous year, he/she shall no longer be considered a participant unless he/she makes such progress within thirty (30) days thereafter, as certified by the physician.

## ARTICLE XXI Health and Safety

### SECTION 1

There shall be a Safety Committee consisting of three members: one member appointed by the Union, one member appointed by the Town, and one representative of the Town's Workers' Compensation Administrator. The Town and the Union shall notify each other of the Committee appointees and reserve the right to remove and replace their appointees.

### SECTION 2

The Safety Committee shall meet at times mutually agreed, provided that there shall be up to four (4) meetings each year held at the request of either the Town or the Union. The Union's representative on the Committee shall be released from duty without loss of base pay for the purpose of attending any Committee meeting which takes place during his/her regularly assigned work time.



### SECTION 3

The Safety Committee shall discuss safety issues and may formulate recommendations for preventive or corrective action on safety matters. Any Committee recommendation shall be forwarded to the Chief, the Personnel Director and the Mayor. The Committee shall establish guidelines as to the length of time required for the Town's response to its recommendations which shall take into consideration such factors as whether acceptance would require the purchase of additional equipment, appropriations to the Department, or approval by any person or body other than Town administration.

### SECTION 4

#### Physical Examinations

- A. All members of the uniformed Fire Department will have a physical examination every two (2) years. As part of the employee's yearly physical, he/she will be tested for Hepatitis C every year and tested for Hepatitis B every five (5) years.
- B. The Town will conduct the physicals in the Health Department with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.
- C. If an employee wishes to have his/her physician conduct the examination, it shall be at the employee's expense and on the employee's own time.
- D. If any follow-up examination is required after an individual has been examined by the Town's physician, the Town will bear the expense, and will select the physician to conduct the follow-up.
- E. If any follow-up examination is indicated after an individual has been examined by his own physician, the cost will be borne by the employee.
- F. Job duties and specifications will accompany a medical form on which an employee's physician will certify his/her capability to perform the job. The form will require the physician's signature.

### ARTICLE XXII Emergency Medical Service

#### SECTION 1

- A. All employees render BLS medical aid and assistance to the ill and injured by job description and receive compensation for such services in their base salary.

Effective July 1, 2006, employees in grades 65, 66, and other personnel who provide paramedic level training and possess a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital and provide such service to the Town, shall be paid a yearly stipend the first pay period in December. The stipend for providing such care shall begin in year one (1) at 0.5% of top step firefighter pay and continue to increase by 0.5% of top step firefighter pay each year through the completion of year thirty (30).

1. No licensed paramedic with medical control currently providing paramedic level care with East Hartford Fire Department shall receive less of a stipend than he or she would have received under the terms of the previous labor agreement.
  2. Licensed paramedics who re-enter the system shall begin accumulating additional years of service immediately upon receiving medical control from the East Hartford Fire Department Sponsor Hospital.
  3. For the purposes of calculating years of service only, a licensed paramedic with medical control from the East Hartford Fire Department Sponsor Hospital who provides advanced life support for any portion of a year between their anniversary date and their next anniversary date shall be credited with an additional year of service.
  4. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service and exit the system between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive one half the annual stipend. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service and exit the system between July 1<sup>st</sup> and December 31<sup>st</sup> shall receive the full annual stipend.
- C. Employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for six months or more of the calendar year shall receive the full amount specified above for that year. These stipends shall be payable on the first pay period in December. Employees who are licensed as paramedics and have medical control from the East Hartford Fire Department Sponsor Hospital shall be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

## SECTION 2

### Certification

- A. All firefighters hired between August 26, 1987 and June 30, 1996 shall be required to hold their EMT-P license and to maintain that license for six (6) licensing periods (of one year duration) following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.
- B. All firefighters hired on or after July 1, 1996, shall be required to hold, at a minimum, EMT-Basic certification and to maintain that certification thereafter.
- C. All firefighter/paramedics hired prior to January 1, 2002, who hold paramedic license at the time of appointment and who provide such service, shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for six (6) licensing periods (of one year duration) following appointment. All firefighter/paramedics hired on or after January 1, 2002 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) licensing periods (of one year duration) following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

The Department maintains the right and prerogative to implement changes in the EMT's skill set based on changes with the nationally recognized training curriculum and/or to skills approved for or extended to a specific EMS certification group by State, Regional, or Local EMS entities.

- D. Employees with a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital shall constitute no less than thirty-three percent (33%) of the total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with paramedic licensing drops below the minimum percentage expressed herein, no applicant without a paramedic license will be hired until the minimum paramedic percentage level is restored.
- E. If, during the period that a firefighter/paramedic is required to maintain a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital he/she does not satisfy re-licensing requirements and/or fails to maintain medical control, he/she shall be provided a period of time not to exceed six (6) months to regain a paramedic license and/or medical control. The period of time from loss or license and/or medical control shall be added to the period the firefighter is required to hold a paramedic license. The Town shall not bear any costs associated with an employee's effort to regain his/her paramedic license and/or medical control.
- F. All current employees who were not required to possess paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital at the time of appointment and who elect to seek their paramedic license and medical control

following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their paramedic license and medical control for a minimum of two (2) licensing periods (of one year duration each).

- G. All employees who participate in training for EMT certification must make a good faith effort to pass examinations and to meet all other requirements. All employees who possess their paramedic license and who participate in Department sponsored training to maintain their license shall perform the duties of a paramedic during the remainder of their licensing period.
- H. For employees who obtain their paramedic license and medical control subsequent to initial employment (in accordance with Section F hereof):
- (1) If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payments under Section I for that calendar year and each calendar year thereafter during the period of medical disqualification.
  - (2) If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- I. For employees who were required to possess a paramedic license upon initial employment (in accordance with Sections A, C and D hereof):
- (1) If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive no pro rata payments under Section 1 for that calendar year and each calendar year thereafter during the period of medical disqualification.
  - (2) If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- J. Any employee who holds an EMT-P license and decides not to re-license after completing his/her minimum commitment to maintain licensing, shall give one hundred twenty (120) days notice of his/her decision to the Chief.

- K. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.

### SECTION 3

#### Precepting

A Precepting program shall be established and maintained by the Department. Those employees who are assigned precepting duties (preceptors) shall receive a stipend of twenty five (25) dollars for each tour in which precepting is performed.

### ARTICLE XXIII Miscellaneous

### SECTION 1

No employee shall be required to stand watch after 10:00 p.m.

### SECTION 2

The officer in charge shall apportion all work among subordinates as equitably as practicable.

### SECTION 3

All promotions shall be made through a merit system.

### SECTION 4

- A. A budget of \$15,000 shall be established from which the Town shall contribute toward necessary books and tuition to members of the Fire Department who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects at a recognized school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- B. A budget of \$15,000 shall be established from which the Town shall contribute toward necessary books and tuition to members of the Fire Department who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.

- C. Only employees who were enrolled in degree programs in the above referenced areas prior to July 1, 1989 and who continue in such program after the effective date of this contract shall continue, when scheduled to work, to receive leave with pay to attend such classes, provided prior approval is granted by the Chief of the Department, which approval shall not be unreasonably withheld. Any change in program or failure to participate continuously (each term) will disqualify current participants from this grandfather provision. The Town and the Union shall mutually develop a list of participants who are eligible for this grandfather provision. The Department shall also grant leave with pay for attending courses when attendance is required by the Department.
- D. Any employee who has been compensated under this Section shall remain in the Fire Department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.

#### SECTION 5

All employees shall be required to reside within thirty (30) minutes travel time of the town line of East Hartford. Notwithstanding the above provision, employees who, on March 15, 1985 resided outside the stated limit, may continue to do so, as long as they remain at their present address of that date.

#### SECTION 6

All employees in Salary Grades 67, 68, 69, 71, and 72 may be issued and required to carry a paging device at the sole discretion of the Fire Chief. Paging devices, if required shall be issued and worn on a 24-hour per day basis while both on duty and off duty. Employees will respond promptly to pages and messages when required. Employees may utilize a personal paging device if such device is compatible with the Fire Department's Paging system. Utilization of a personal paging device shall be without additional compensation and at the employee's sole discretion. Fire Department paging devices may be used for personal matters.

#### SECTION 7

All employees shall be furnished with an identification card, which is the property of the Town.

### ARTICLE XXIV Savings Clause

#### SECTION 1

The Town retains all rights it had prior to the signing of this contract, except such rights as are specifically relinquished or abridged by this contract.

**SECTION 2**

All rights, privileges, and job benefits enjoyed by employees prior to the effective date of this contract, which are not specifically provided for or abridged in this contract, are hereby protected by this contract.

**ARTICLE XXV  
Wages and Longevity**

**SECTION 1**

The wages for all employees shall be as set forth in Appendix A-1 attached hereto.

**ARTICLE XXVI  
Duration**

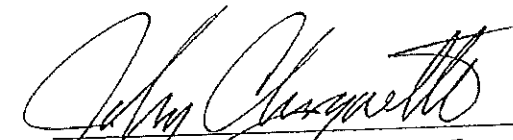
- A. The duration of this contract shall extend from July 1, ~~2006~~ 2011 through June 30, ~~2011~~ 2015 as it applies to all items of the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to such expiration date.
- B. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendment, modification or termination.


**ARTICLE XXVII  
Apparatus Operators**

The Town will maintain 40 Apparatus Operator positions for eight pieces of apparatus.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 3<sup>rd</sup> day of June, 2008-2013.

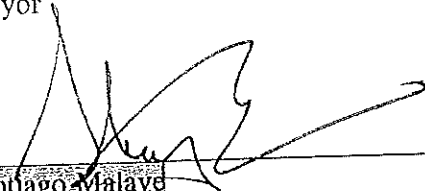
TOWN OF EAST HARTFORD

  
\_\_\_\_\_  
JOHN CHOQUETTE

  
\_\_\_\_\_  
MARCIA A. PECKLER  
MAYOR

Witness

By: Marcia A. Leclerc  
Mayor



By: Santiago Malave  
Director of Human Resources

LOCAL #1548, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO



Witness

By: Daniel Wasilewski  
President

APPENDIX A

SALARY SCHEDULE

July 1, 2011 – June 30, 2015

GRADE

65 - Firefighter, Firefighter/Paramedic\*

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2011	2.00%	53,949	56,860	59,776	62,698	65,597
7/1/2012	2.00%	55,028	57,997	60,971	63,952	66,909
7/1/2013	2.00%	56,129	59,157	62,191	65,231	68,247
7/1/2014	2.00%	57,251	60,340	63,435	66,536	69,612

\* Subject to Recruit Rate, as described below.

66 - Pumper Driver and Operator

	<u>Increase</u>	<u>Step 1</u>
7/1/2011	2.00%	68,217
7/1/2012	2.00%	69,581
7/1/2013	2.00%	70,973



7/1/2014 2.00% 72,392

67 - Assistant Master Mechanic, Assistant Superintendent of Fire Alarms, Deputy Fire Marshal, Assistant Medical Officer

	<u>Increase</u>	<u>Step 1</u>
7/1/2011	2.00%	72,954
7/1/2012	2.00%	74,414
7/1/2013	2.00%	75,902
7/1/2014	2.00%	77,420

68 - Lieutenant

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	2.00%	72,911	75,739
7/1/2012	2.00%	74,369	77,254
7/1/2013	2.00%	75,857	78,780
7/1/2014	2.00%	77,374	80,375

69 - Captain

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	2.00%	78,706	81,803
7/1/2012	2.00%	80,280	83,439
7/1/2013	2.00%	81,886	85,108
7/1/2014	2.00%	83,524	86,810

71 - Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, Chief Training Officer

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2011	2.00%	78,706	81,803	86,767
7/1/2012	2.00%	80,280	83,439	88,502
7/1/2013	2.00%	81,886	85,108	90,272
7/1/2014	2.00%	83,523	86,810	92,078

72 - Deputy Chief

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2011	2.00%	84,419	88,280	91,742
7/1/2012	2.00%	86,952	90,046	93,577

7/1/2013	2.00%	88,691	91,847	95,448
7/1/2014	2.00%	90,464	93,683	97,357

71 – Master Mechanic, Superintendent Fire Alarms, Fire Marshall, Chief Medical Officer, Chief Training Officer

NOTE:

Subject to the Recruit Rate, as described below, each Firefighter or Firefighter/Paramedic who has less than six (6) months of service in his/her classification and each employee in the remaining classifications who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has six (6) months but less than one (1) year of service, and each Lieutenant, Captain, Deputy Chief, Chief Medical Officer and Chief Training Officer who has one (1) but less than two (2) years of service in the classification, and each employee in the remaining classifications *who* has one (1) or more years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification.

Each Firefighter or Firefighter/Paramedic who has one (1) but less than two (2) years of service and each Deputy Chief, Chief Medical Officer and Chief Training Officer who has two (2) or more years of service in his/her classification shall be paid at Step 3 of the salary range for his/her classification.

Each Firefighter or Firefighter/Paramedic who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step 4 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has three (3) or more years of service shall be paid at Step 5 of the salary range for his/her classification.

Recruit Rate

All Firefighters and Firefighter/Paramedics shall be hired at a Recruit Rate which shall be at an annual rate that is \$2,500 less than Step 1, and shall move to Step 1 upon completion of the recruit training period and assignment to firefighting or firefighter/paramedic duties.

The change in the salary schedule from Grade 70 to Grade 71, shall not apply to those employees serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal as of July 1, 2001.

If an employee serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal on July 1, 2001 is eligible and is promoted to either Master Mechanic, Superintendent of Fire Alarm, or Fire Marshal, then upon promotion he/she shall be paid at Grade 71, Step 3.

All rates specified in this Appendix are annual rates, and reflect the following general wage increases during the term of this Agreement:

7/1/2011	Two percent (2.00%)
7/1/2012	Two percent (2.00%)
7/1/2013	Two percent (2.00%)
7/1/2014	Two percent (2.00%)

APPENDIX B

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APPENDIX C

Dr.'s Own Letterhead

TO: Chief, Fire Department  
Town of East Hartford

FROM:

DATE: \_\_\_\_\_

As a physician duly licensed by the State of \_\_\_\_\_,  
I hereby certify that \_\_\_\_\_ was unable to  
(name of employee)

work during the continuous period from \_\_\_\_\_ to  
(date)

\_\_\_\_\_ as a result of being afflicted with  
(date)

\_\_\_\_\_, during which period he/she was  
(cause of illness)

under my care. I also certify that said employee can return to

duty with no restrictions on \_\_\_\_\_  
(date)

\_\_\_\_\_

Signature of Physician

APPENDIX D

EAST HARTFORD FIRE FIGHTERS  
MEDICAL INSURANCE PLAN

Benefit	Century Preferred with Managed Benefits
Costshares	<p>In-Network services subject to copays            In-Network: \$5 Office Copay,            \$25 Emergency Room Copay, \$0 Outpatient Surgical            Copay            \$0 Per Hospital Admission Copay, Lifetime Maximum            Unlimited</p> <p>Out-of-Network services subject to deductible and            coinsurance            Deductible - \$200/\$400/\$500            Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000            Out-of-Pocket Maximum \$1,000/\$2,000/\$2,500            Cost share maximum per calendar year            Lifetime Maximum Out-of-Network \$1,000,000</p>
Preventive Care  Pediatric    Adult	<p>\$5 Copay, Covered according to age based schedule</p> <p>Exam Schedule</p> <p>Birth - 1 year 6 exams            1 year - 5 years 6 exams            6 years - 10 years 1 exam every 2 years            11 through 21 1 exam every year            22 through 29 1 exam every 5 years            30 through 39 1 exam every 3 years            40 through 49 1 exam every 2 years            50 and over 1 exam annually</p>
Vision	\$5 Copay, covered once every 2 years
Hearing	Covered once every two years, \$5 copay
Gynecological	\$5 Copay, One routine exam every year
Medical Services Medical Office Visit	\$5 Copay

Outpatient PT/OT/ Chiro, Speech Therapy	\$5 Copay per visit Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)
Allergy Services	\$5 copay for visits and tests (Treatment Plan Required) \$0 copay - injections
Diagnostic Lab and X-ray	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	In Network covered to 40 visits per calendar year, \$15 copay Covered at 50% up to 40 visits per calendar year Out-of- Network
Emergency Care Emergency Room	\$25 Copay (Waived if admitted)
Urgent Care	\$25 Copay
Ambulance	Covered up to \$500 per trip - land Covered up to \$3,000 per trip - air
Inpatient Hospital	Note: All hospital admissions require pre-cert
General/Medical/ Surgical Maternity (Semi-private)	Covered
Ancillary Services (medicine supplies)	Covered
Psychiatric	Covered up to 60 days per calendar year (120 partial)
Substance Abuse/Detox	Covered up to 45 days per calendar year (90 partial)
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year

Hospice	Covered
Outpatient Hospital Outpatient Surgery Facility Charges	Covered
Diagnostic Lab and X-ray	Covered
Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year
Prescription Drugs	\$5/\$10/\$50 pharmacy card plan, \$5,000 annual maximum, additional coverage Out-of-Network

This is a summary of benefits and is by its nature limited in detail and scope.  
Refer to the Plan Document for full details of coverage.

*This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Plan Document for full details of coverage.*



APPENDIX E

EAST HARTFORD  
TRIPLE OPTION DENTAL PLAN

BENEFIT DESCRIPTION	PPO IN NETWORK <u>NO</u> <u>DEDUCTIBLE</u>	FLEX DENTAL <u>\$50</u> <u>DEDUCTIBLE*</u>	OUT OF NETWORK <u>\$200</u> <u>DEDUCTIBLE</u>
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
<b>PREVENTIVE SERVICES</b>			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (Included with Oral Evaluation)	100%	100%	80%
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50%
Space Maintainers	100%	100%	50%
<b>DIAGNOSTIC SERVICES</b>			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (Included with Oral Evaluation)	100%	100%	70%
<b>RESTORATIVE SERVICES</b>			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
<b>ENDODONTICS</b>			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<b>ORAL SURGERY</b>			
Simple Extractions	100%	100%	50%
Surgical Extractions and Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered

	PPO IN NETWORK NO <u>DEDUCTIBLE</u>	FLEX DENTAL \$50 <u>DEDUCTIBLE*</u>	OUT OF NETWORK \$200 <u>DEDUCTIBLE</u>
<b>GENERAL SERVICES</b>			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
<b>PERIODONTICS</b>			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
<b>PROSTHODONTICS</b>			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Inlays, onlays and crowns not part of bridge	100%	50%	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime maximum Dependents covered to age 19	50%	50%	Not Covered

\*Flex Dental deductible does not apply to preventive services or sealants.

Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic) fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the maximum allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

This is not a legal contract. It is only a general description of the Triple Option Dental Program.

APPENDIX F

HEALTH BENEFIT OPT-OUT FORM

Employee Name \_\_\_\_\_ Date of Form Completion \_\_\_\_\_  
Department \_\_\_\_\_ Effective Date of Cancellation \_\_\_\_\_

Statement of Election to Participate in Town of East Hartford  
Health Benefit Opt-Out Program

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through \_\_\_\_\_ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is \_\_\_\_\_. This plan covers:  my spouse,  my family, and  myself (check all that apply).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$500 for individual employee coverage, \$750 for employee plus one dependent coverage, or \$1,000 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary \_\_\_\_\_ Date \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

WHEREAS, the Town of East Hartford, herein referred to as the "Town", and the International Association of Firefighters, Local 1548, herein referred to as the "Union" have negotiated a bargaining agreement covering the period from July 1, 1989 - June 30, 1992; and,

WHEREAS, both parties have reached agreement with regard to overtime and minimum manning which amends the terms of the Agreement; and,

WHEREAS, the parties desire that these amendments last only so long as the Agreement referenced above remains in effect; and,

WHEREAS, it is not the intention of the parties to achieve minimum manning through layoffs;

NOW, therefore, the parties agree as follows:

1. Article VIII of the Agreement shall be amended to delete the term time and one-half (1 1/2) and to substitute the term time and one-quarter (1 1/4), effective on approval of both parties.
2. The parties agree that there shall be maintained a minimum of twenty-six (26) Fire Department personnel on duty at all times. The above shall not include the Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspector, Master Mechanic, Superintendent of Fire Alarms, and Fire Marshal.
3. The Town maintains the right to reduce the manning level below twenty-six (26), when financial circumstances so dictate, subject to one (1) exception set forth below. The Town is to be the sole determiner of when financial circumstances dictate the reduction; however, the Town will present to the Union the basis for its determination. Exhaustion of the overtime account in and out of itself will not be deemed a sufficient financial circumstance justifying reduction of the work force below the above minimum.

Should the Town determine the financial circumstances require a reduction below the above minimum, then this entire Memorandum of Agreement shall become null and void.

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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

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** CONTINGENCY TRANSFER – Firefighters Contract Settlement

Attached are a Contingency Transfer and Supplemental Appropriation and Fund Balance Transfer Resolution relating to the 2013-2014 Fiscal Year with regard to the Firefighter's Contract Settlement.

Please place on the agenda for June 18, 2013 meeting for approval by Town Council.

Thank you.


**C:** M. Walsh, Finance Director  
J. Oates, Fire Chief  
S. Malave, Director, Human Resources



## MEMORANDUM

**DATE:** June 7, 2013

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

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

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

**RE:** **Firefighter's Contract Settlement - Contingency Transfer and Supplemental Appropriation and Fund Balance Transfer Resolution (This Transfer and Resolution relate to the 2013-2014 Fiscal Year)**

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By way of this memo, attached please find the Budgetary Transfer of Funds form for the settlement of the Firefighter's contract.

To cover the majority of costs related to the settlement, \$965,709 will need to be transferred into account G5317-60110 - Fire Suppression, Permanent Services from Contingency.

Additionally, I am attaching a Supplemental Budget Appropriation and Fund Balance Transfer Resolution for the remainder of the settlement.

Taken together, both will provide the funding to satisfy the contract settlement through June 30, 2014.


Please contact me if you have any questions or problems on any of the aforementioned information.

Town Of East Hartford  
Request for Budgetary Transfer of Funds


Department Name CONTINGENCY Date June 7, 2013  
 Fund Name General Fiscal Year 2013-2014 Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Fire Suppression	G5317-60110	\$ 965,709	Contingency Reserve -Contract Neo	G9600-60201	\$ 965,709
Total		\$ 965,709	Total		\$ 965,709

**JUSTIFICATION:** Provide detail and specific reasons for this transfer.  
 This should include future budget impact on both the "to" and the "from" accounts. Attach additional information if necessary.

To provide a source of funds to settle the Firefighter's Contract for the years ending June 30, 2012, June 30, 2013, and June 30, 2014. 

Signature- Director/Department Head

Approvals  Finance Director 6/7/13 Date Approved  
 \_\_\_\_\_ Mayor \_\_\_\_\_ Date Approved  
 \_\_\_\_\_ Town Council/Clerk \_\_\_\_\_ Date Approved

**FINANCE DEPARTMENT USE ONLY**

Transfer \_\_\_\_\_ Date Entered \_\_\_\_\_ Entered By \_\_\_\_\_

Town of East Hartford  
 Labor Contract Dates  
 Prepared as of January 25, 2013

Bargaining Unit	BU #	Contract Start	Contract End	Base	Employees Covered	Avg. Pay	Funding Needed FY 11/12
Fire	1548	7/1/2006	6/30/2011	8,709,905	127	68,582	522,594 A
Police	EHPOA	7/1/2007	6/30/2012	8,121,026	123	66,025	243,631 B
Laborers	1174	7/1/2007	6/30/2012	2,860,368	60	47,673	85,811 B
Supervisors	818	7/1/2007	6/30/2012	2,003,602	30	66,787	60,108 B
Municipal Employees	MEU	7/1/2010	6/30/2013	4,347,318	90	48,304	43,473 C
Dispatchers	Teamsters	7/1/2010	6/30/2013	1,009,144	21	48,054	10,091 C
Total							<u>965,709</u>

**Notes:**

- A. Contract under negotiation - assumes 1% in FY 11-12, 12-13, 13-14
- B. Contract under negotiation - assumes 1% in FY 12-13, 13-14
- C. Contract under negotiation - assumes 1% in FY 12-13



**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND  
FUND BALANCE TRANSFER FOR THE FISCAL YEAR ENDING JUNE 30, 2014 TO FUND  
THE CONTRACT SETTLEMENT FOR THE FIREFIGHTER'S CONTRACT**

**WHEREAS**, the Town of East Hartford and the East Hartford Firefighter's Union have successfully negotiated a successor collective bargaining agreement between the two parties, and

**WHEREAS**, with respect to the wage portion of the award, the Town must budget for a general wage increase of 2% per year for the fiscal years ending June 30, 2012, June 30, 2013, and June 30, 2014, and

**WHEREAS**, the Town set aside 1% in the operating budget for the fiscal year 2013-2014 and needs to draw the remaining funding to settle this contract from Fund Balance.

**NOW THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$298,893 from the Town's Undesignated Fund Balance and to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

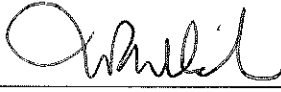
G0320-55900	Fund Balance Appropriation	298,893
G5317-60110	Fire Suppression - Permanent Services	298,893

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on July 16, 2013.

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

Funds certified as unobligated and available.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marcia A. Leclerc, Mayor

Signed:  \_\_\_\_\_ Dated: 6/7/13  
Michael P. Walsh, Director of Finance

The Town of East Hartford  
 Analysis of the Fire Contract  
 Prepared as of June 5, 2013

Actual	Wages	Prem. Share
2%, 2%, 2%, 2%, 2%	16% PPO and HDHP*	

\* HDHP mandatory conversion 7/1/2014

Employees Covered

128

	Base @6/30/11	Precon. GWI 0.00%	Year 1		Year 2		Year 3		Year 4		
			6/30/11 Base Total	@7/11 2.00%	6/30/12 Base Total	@7/12 2.00%	6/30/13 Base Total	@7/13 2.00%	6/30/14 Base Total	@7/14 2.00%	6/30/15 Base Total
Reg. Wages	8,710,000	-	8,710,000	174,200	8,884,200	177,684	9,061,884	181,238	9,243,122	184,862	9,427,984
OT Wages	1,689,000	-	1,689,000	33,780	1,722,780	34,456	1,757,236	35,145	1,792,380	35,848	1,828,228
Total	10,399,000	-	10,399,000	207,980	10,606,980	212,140	10,819,120	216,382	11,035,502	220,710	11,256,212

Year	Wage Inc. Per Year	Wage Inc. Total	Year			
			Year 1	Year 2	Year 3	Year 4
Pre	-	-				
1	207,980	207,980	207,980	207,980	207,980	207,980
2	212,140	420,120	212,140	212,140	212,140	212,140
3	216,382	636,502	216,382	216,382	216,382	216,382
4	220,710	857,212	220,710	220,710	220,710	220,710
Total		2,121,814	207,980	420,120	636,502	857,212

HDHP @16%	PPO @16%	Savings
Single	Single	9,165
Single plus 1	Single plus 1	18,329
Family	Family	24,712
Blended rate	Blended rate	21,242
@16%		3,399
		537

Gross Town Medical Savings Seed (50%)	2,820
Wellness \$250	1,500
Net Town Savings	250
@14%	1,070

2,974

Higher premium share

425

Total Per Year	Total Per Contract	Net Prem. Share Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
207,980	207,980	-	-	-	0.0%
212,140	420,120	-	207,980	207,980	2.0%
216,382	636,502	-	212,140	420,120	2.0%
220,710	857,212	54,380	162,003	582,122	1.5%
		136,945	83,765	720,267	0.8%
857,212	2,121,814	191,324	665,888	1,930,489	6.3%

Annualized 1.6%

OPEB Contribution: 3% of New Hire Wages - 2011 step 2 Firefighter


2018	85,000
2023	127,500
2028	170,000
2032	195,500

The additional cost of life insurance provided under this contract is \$5k annually

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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

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** COMMUNICATION: 2012-2013 Year End Financial Results

I am attaching a memo from Mike Walsh, Director of Finance, that is entitled Preliminary Fiscal Year 2012-2013 Year-End Financial Results. This information will detail accounts and where the monies will be distributed provided the Interdepartmental Budget Transfer resolution is accepted by the Town Council.


Please place this information on the agenda for the June 18, 2013 meeting.

Thank you.

C: M. Walsh, Finance Director



MEMORANDUM

DATE: June 7, 2013  
TO: Marcia A. Leclerc, Mayor  
FROM: Michael P. Walsh, Director of Finance   
TELEPHONE: (860) 291-7246  
RE: Preliminary Fiscal Year 2012-2013 Year-End Financial Results

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By way of this memo, let me summarize the preliminary year-end financial results of the town.

**The Budget:**

Original Fiscal Year 2012-2013 Budget	\$ 168.0M
<b><u>Fund Balance transfers:</u></b>	
OPEB Transfer (10-52b)	\$1,144k
Year-end Transfers	500k
Storm Sandy	<u>250k</u>
Total Fund Balance and Other Revenue transfers	<u>1,894k</u>
Revised Fiscal Year 2012-2013 Budget	<u>\$ 169.9M</u>

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**Revenues: Favorable and (Unfavorable) to Budget**

Tax Collections (supplemental, good collections, lien sale)	\$ 750k
State Sales Tax Sharing (expected in Aug/ not budgeted)	552k
PILOT (higher State reimbursement than budgeted)	70k
Building Fees (Goodwin College building timing)	(500k)
BOE Spec. Ed. Reimbursement (lower reimbursement)	(445k)
Conveyance Tax (the economy)	(150k)
Police Private Duty (fewer requests)	<u>(150k)</u>
Net Favorable (Unfavorable) Adjustments to Budget	<u>\$ 127k</u>

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**Fund Balance: (000's Omitted)**

Fund Balance June 30, 2012	\$ 15.2
Less: Supplemental Fund Balance transfers	1.9
Add: Favorable projected revenue variance	.1
Add: Expenditure surplus	<u>.6</u>
Projected Fund Balance June 30, 2013	<u>\$ 14.0</u>

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As a percentage of budget, Fund Balance is at 8.2%. I would like to stress that these numbers are very preliminary and are subject to review and adjustment by our auditors.

Please feel free to let me know if you have any questions or problems on any of the information presented above.

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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

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: 2012-2013 Interdepartmental Budget Transfer

Attached is information from our Finance Director for the June 18, 2013 agenda to enable the town to end the fiscal year as stated in the memo "in the black". There are reasons provided for the ability to transfer funds out of some department accounts to balance those needing adjustments.

Please place this information on the agenda for review and approval of the information supplied by adopting the attached resolution.

Thank you.


C: M. Walsh, Finance Director



## MEMORANDUM

DATE: June 7, 2013

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **Fiscal Year 2012-2013 Interdepartmental Budget Transfers and Supplemental Budget Appropriation and Fund Balance Transfer Resolution**

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Attached please find a list of interdepartmental budget transfers to be approved by the Town Council by June 30, 2013 to allow the Town to end the fiscal year "in the black" by department.

### General Fund - Transfers To:

**Town Clerk - \$15k:** This transfer will provide funding for costs related to the November 2012 Presidential Election as well as cover the cost of the CSEAU arbitrated settlement that was in excess of the transfer approved by the Council in January.

**Registrars - \$5k:** This transfer will provide funding for costs related to the November 2012 Presidential Election as well as the expenditure of funds for replacement voting machine computer boards and back up batteries.

**Corporation Counsel - \$85k:** This transfer will provide funding for costs associated with ongoing arbitrations and negotiations of seven open labor contracts and other open grievances/MPPs the Town regularly defends.

**Youth - \$12k:** This transfer will provide funding for costs related to unused accrued time on the books paid to a retiring employee.

**Police - \$425k:** This transfer will provide funding for higher overtime paid than budgeted due to minimum staffing requirements imbedded in the Police Contract as well as the impact of vacancies due to open positions, Worker's Compensation injuries, or military leave. Current Overtime spending will exceed \$1M compared to an original budget of \$447,855. \$302,000 of additional funding was added to the budget for fiscal year 2013-2014 to materially address this Overtime issue.

**Fire - \$825k:** This transfer will provide funding for basically two things: the first is \$225,000 for the new "Rescue Me" engine that was acquired in the spring. The second item was higher overtime due to minimum staffing requirements imbedded in the Fire Contract as well as the impact of vacancies due to open positions and Worker's Compensation injuries. Current Overtime spending will exceed \$1.3M compared to an original budget of \$750,000. \$250,000 of additional funding was added to the budget for fiscal year 2013-2014 to materially address this Overtime issue.

**Public Works - \$360k:** This transfer will provide funding for higher expenses predominately related to the effects of a difficult winter including the net costs of record breaking Blizzard Charlotte. Budget lines where expenses exceeded the original budget include: Highway Services Overtime - 269k, Waste Services Overtime - \$58k, Fleet Services Overtime - \$45k, Fleet Gasoline - \$74k, and Buildings Electricity - \$64k,

**General Fund - Transfers Out:**

**Town Council - \$5k:** This transfer is available due to lower costs paid than budgeted in Printing and Reproduction.

**Mayor's Office - \$10k:** This transfer is available due to the annual assessment cost of the Regional Dog Pound being paid out of the Police Department.

**HR - \$5k:** This transfer is available due to lower Permanent Services costs due to the part-year vacancy in the Human Resource Director position.

**Library - \$60k:** This transfer is available due to lower costs paid than budgeted including three open positions.

**Finance - \$157k:** This transfer is available due to lower costs paid than budgeted including the cost of Storm Sandy (\$250k was Supplementally Appropriated but actual costs incurred remained in each department).

**Development - \$5k:** This transfer is available due to one open position for part of the year.

**Inspections - \$10k:** This transfer is available due to two open positions for part of the year.

**Parks and Recreation - \$150k:** This transfer is available due to lower costs incurred than budgeted.

**Debt - \$396k:** This transfer is available due to a bond refinancing which lowered the interest rate on existing callable debt.

**Capital Improvements - \$7k:** This transfer is available due to a refinancing which lowered the interest rate on existing Energy Performance Contract debt.

**Contingency - \$422k:** This transfer is available due to the return of funding related to June 30, 2013 unsettled collective bargaining agreements.

One final item to note related to the various Insurance Reserves and Trusts the town operates. Because budgeted contributions to these funds were substantially increased in the 2012-2013 budget, projections suggest that all reserves/trusts will end the year in the black, albeit with very small Fund Balances. Substantial pressure continues to exist on all funds, but in particular to the Medical Reserve where medical inflation and utilization is difficult to project.

Should you have any questions on the aforementioned, please let me know.

The Town of East Hartford  
 For the Fiscal Year Ending June 30, 2013  
 Year End Budget Transfers

7-Jun-13

General Fund To		
Account Number	Name	Amount
G1200-60110	Town Clerk - Permanent Services	15,000
G1300-60110	Registrar's - Permanent Services	5,000
G2200-60110	Corp. Counsel - Permanent Services	85,000
G2500-60110	Youth Services - Permanent Services	12,000
G3800-61461	Finance - Health Insurance	675,000
G5204-60141	Police Operations - Overtime	175,000
G5316-60141	Fire Suppression - Overtime	575,000
G7300-60110	Public Works - Overtime	360,000
	TOTAL	<u>1,902,000</u>
General Fund From		
Account Number	Name	Amount
G1100-63221	Town Council - Printing and Reproduction	5,000
G1200-63133	Mayor's Office - Professional Services	10,000
G2300-60110	Human Resources - Permanent Services	5,000
G2400-60110	Library - Permanent Services	60,000
G3100-63999	Finance - Other	157,000
G4100-60110	Development - Permanent Services	5,000
G6100-60110	Inspections - Permanent Services	10,000
G8100-60153	Park and Rec. - Rec. Leader	150,000
G9510-66411	Debt - Bond Interest (Town)	116,000
G9510-66500	Debt - Note Interest (Town)	280,000
G9600-63903	Contingency - BOE Health Contribution	675,000
G9600-60201	Contingency - Reserve for Neg.	422,000
G9700-63258	Capital Improvement - Energy	7,000
	TOTAL	<u>1,902,000</u>

The funds being transferred are certified as available and unobligated.



Michael P. Walsh, Director of Finance

6/7/13

Marcia A. Leclerc, Mayor

Angela Attenello, Town Council Clerk

Dated this 18th day of June, 2013



**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET  
APPROPRIATION AND FUND BALANCE TRANSFER TO FUND YEAR-  
END DEFICITS IN THE GENERAL FUND DUE TO HIGHER PUBLIC  
SAFETY OVERTIME FOR THE FISCAL YEAR ENDING JUNE 30, 2013**

**WHEREAS**, the Town of East Hartford incurred higher levels of Public Safety Overtime than budgeted, and

**WHEREAS**, the overtime was primarily driven by the collectively bargained minimum staffing provisions of both the Police and Firefighter contracts, and

**WHEREAS**, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund these costs incurred in these accounts through June 30, 2013.

**NOW THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$500,000 from the Town's Undesignated Fund Balance for the purpose of funding fiscal year 2012-2013 deficits as listed below and does hereby amend the current 2012-2013 fiscal year Operating Budget to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

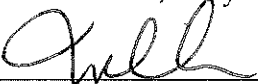
G0320-55900	Fund Balance Appropriation	500,000
G5203-60141	Police Administration - Overtime	250,000
G5317-60141	Fire Suppression - Overtime	250,000

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on June 18, 2013.

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

Funds certified as unobligated and available.


Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marcia A. Leclerc, Mayor

Signed:  \_\_\_\_\_ Dated: 6/7/13  
Michael P. Walsh, Director of Finance

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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:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** TRANSFER: Board of Education Capital Reserve Fund Recommendation

I am attaching a memo from Mike Walsh, Director of Finance, requesting that the \$500,000 in the Board of Education Capital Reserve Fund be approved for release back to them by the Town Council as part of the 2012-2013 year end close. It is the intention of the Board to use these funds for renovations as mentioned in the memo.

Please place this information on the agenda for the June 18, 2013 meeting.

Thank you.


C: M. Walsh, Finance Director



## MEMORANDUM

**DATE:** June 3, 2013

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

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

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

**RE:** **Board of Education Capital Reserve Fund Recommendation - 2013**

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By way of this memo, consistent with the provisions of Town Ordinance article 7, section 10-38, I hereby request that the \$500,000 deposited by the Board of Education into the Board of Education Capital Reserve Fund as part of the fiscal 2012-2013 year-end close be approved for release back to the Board of Education by the East Hartford Town Council.

The Board intends to use the funds for paving at Pitkin School, bathroom renovations at Hockanum School, renovations at Barnes School, and various landscaping improvements among other things.

These infrastructure projects are important to the district and have been approved by the Board as part of a year-end spending plan for FY 2012-13. I have attached a sample motion for the Town Council to consider as well as the Board of Education materials sent to me to review as this request is considered.

### Board of Education Capital Reserve Fund Transfer

That, in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council **approve** the Board of Education's request to expend \$500,000 from the Board of Education's Capital Reserve Account for the purposes of funding paving at Pitkin School, bathroom renovations at Hockanum School, renovations at Barnes School, and various landscaping improvements at Silver Lane School, Hockanum School, Sunset Ridge School, and continued renovations at the High School and Middle School consistent with the projects contained in the district's Capital Improvement Plan.

Should you have any questions or problems on the aforementioned, please feel free to contact me. I will be on hand at the Town Council Meeting to answer any questions.

# EAST HARTFORD PUBLIC SCHOOLS EAST HARTFORD, CONNECTICUT

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**SUBJECT:** Approval of Year End Transfer of General Budget Funds to the Town of East Hartford's Reserve Fund for Building Improvements

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**DATE:** June 3, 2013

**DEPARTMENT:** Business Services

**PREVIOUS ITEM:** None

**ENCLOSURES:** Attached

**REASON:** To approve the transfer of year end, general budget fund balance to the Town of East Hartford's Reserve Fund for building improvements. With the Board's approval, funds will be set aside from year end balances and placed within the Town's "Reserve Fund" in accordance with Section 10-34 Town Code Ordinance (attached). This section of the Town Ordinance allows the Board of Education to set capital and non-recurring expenditures, in this Reserve Fund for use under the jurisdiction of the Board of Education. The Town Council must approve the use of these funds for building improvements.

---

**BACKGROUND:** East Hartford Public Schools is continuing its repair and upgrade of Barnes School. All remaining sections of the building will be renovated over the summer. Barnes School will house grades K-2 of the Primary Years IB Program at the O'Connell School campus. The school administration is also requesting funds to be set aside in the Town's Reserve Fund to continue the building improvements throughout the school district including paving of the Pitkin School parking lot, installation of a new bathroom at Hockanum School for the Readiness Pre-School Program, landscaping and front entrance improvements at Silver Lane School, Hockanum School and Sunset Ridge School, continued renovations at the high school and middle school and other small projects contained in the district's Capital Improvement Plan. Year end fund balances of up to \$500,000, if available, will be transferred to Town of East Hartford's Reserve Fund for these projects.

**ACCOUNT AFFECTED BY TRANSACTION:** There is no impact on the general budget. Funding will come from the accumulation of year end balances from all general budget accounts.

**ACTION:** Accept or reject.

**EAST HARTFORD PUBLIC SCHOOLS**  
**Building and Infrastructure Improvements (Pending Funds Availability)**  
**FY 2013-14 Town's Reserve Fund**

Location	Item	Unit Cost	Qty.	Total	Account	Deliver. Location	Priority	PO Amount
<b>FACILITIES/INFRASTRUCTURE</b>								
Barnes School Renovations:	Upgrade voice and data systems, carpets, paint, window treatments, desks, office furniture, classroom furniture, etc.	100,000.00	1	100,000.00	Capital Reserve Fund to be approved by BOE and Town	Continue second phase (east wing) of renovation project at Barnes School		100,000.00
	Nursing office equipment, cot, desk/chair, file cabinets, supply cabinet, small refrigerator, wheelchair and lock box for meds and a computer.					Renovate Nurses Office at Barnes School		
Pittkin School	Complete re-paving of the school parking lot	150,000.00	1	150,000.00	Capital Reserve Fund to be approved by BOE and Town	Bids are complete. A walk through is scheduled with the vendor. Final recommendation will be presented to the Board.		150,000.00
High School	Re-store (4) tennis courts - Funds sent to town for design work on tennis courts	15,000.00	1	15,000.00	Capital Reserve Fund to be approved by BOE and Town	Restore the use of (4) tennis courts at the high school for use by the tennis team, students and residents. Funds will be transferred to the Town for design work.		15,000.00
Hockanum School	Install a new bathroom facility for the Readiness Program for pre-school students	50,000.00	1	50,000.00	Capital Reserve Fund to be approved by BOE and Town	Construct a new bathroom facility for the Readiness classrooms at the school.		50,000.00
High School:	Fix & Replace auditorium chairs	30,000.00	1	30,000.00	Capital Reserve Fund to be approved by BOE and Town	School auditorium chairs in need of replacement/repair		30,000.00
	Gym floor restoration	18,000.00	1	18,000.00	Capital Reserve Fund to be approved by BOE and Town	restoration of gym floor at the high school		18,000.00
	EHHS Field Entrance	18,000.00	1	18,000.00	Capital Reserve Fund to be approved by BOE and Town	restoration of athletic field entrance		18,000.00
	EHHS Cafe CY	10,000.00	1	10,000.00	Capital Reserve Fund to be approved by BOE and Town	Cafeteria renovations		10,000.00
	EHHS Pool Doors	15,000.00	1	15,000.00	Capital Reserve Fund to be approved by BOE and Town	Replace pool doors at EHHS		15,000.00
	EHHS Lobby	20,000.00	1	20,000.00	Capital Reserve Fund to be approved by BOE and Town	Renovate front lobby area of the high school		20,000.00
Hockanum School	20 steps improvements	25,000.00	1	25,000.00	Capital Reserve Fund to be approved by BOE and Town	Improve front entryway		25,000.00

06/04/13

**EAST HARTFORD PUBLIC SCHOOLS  
Building and Infrastructure Improvements (Pending Funds Availability)  
FY 2013-14 Town's Reserve Fund**

<u>Location</u>	<u>Item</u>	<u>Unit Cost</u>	<u>Qty.</u>	<u>Total</u>	<u>Account</u>	<u>Delivery Location</u>	<u>Priority</u>	<u>PO Amount</u>
Sunset Ridge School:	20 steps improvements	7,000.00	1	7,000.00	Capital Reserve Fund to be approved by BOE and Town	Improve front entryway		7,000.00
	Front signage	4,500.00	1	4,500.00	Capital Reserve Fund to be approved by BOE and Town	Install new signage in front of school building.		4,500.00
O'Connell School	Oil Tank maintenance	12,000.00	1	12,000.00	Capital Reserve Fund to be approved by BOE and Town	Renovation projects throughout the district		12,000.00
Langford School	HVAC	30,000.00	1	30,000.00	Capital Reserve Fund to be approved by BOE and Town	Maintenance on heating ventilation systems		30,000.00
Middle School	Replace Parking Lot Lights with LED Lighting	10,000.00	1	10,000.00	Capital Reserve Fund to be approved by BOE and Town	LED lighting pilot project to improve visibility and safety		10,000.00
	Bathroom repair and maintenance	20,000.00	1	20,000.00	Capital Reserve Fund to be approved by BOE and Town	LED lighting pilot project to improve visibility and safety		20,000.00
Silver Lane School:	Twenty Steps Landscaping	20,000.00	1	20,000.00	Capital Reserve Fund to be approved by BOE and Town	Landscaping improvements for front of school		20,000.00
	Front signage	4,000.00	1	4,000.00	Capital Reserve Fund to be approved by BOE and Town	Install new signage in front of school building.		4,000.00
Admin. Bldg.	Windows - Northside	1,000.00	11	11,000.00	Capital Reserve Fund to be approved by BOE and Town	Install new windows on northside of building		11,000.00
District Wide	Bldg. improvements	184,000.00	1	184,000.00	Capital Reserve Fund to be approved by BOE and Town	Small projects identified in the Capital Improvement Plan		184,000.00
High School	Tinted covers for window panes at the high school	4,425.00	1	4,425.00	Capital Reserve Fund to be approved by BOE and Town	Improve energy efficiency within classrooms		4,425.00
<b>Facilities Total</b>				<b>757,925.00</b>				<b>757,925.00</b>

Sec. 10-34. Creation.

Sec. 10-38. Use of Funds.

**Sec. 10-34. Creation.**

In accordance with the provisions of Chapter 108 of the General Statutes, two reserve funds are hereby established for capital and nonrecurring expenditures. The Treasurer shall establish the accounts, one for the Town's general funds, and one for funds under the jurisdiction of the Board of Education.

**Sec. 10-35. Procurement of Funds.**

The Board of Education is hereby authorized to put budget surpluses available at the end of any fiscal year into the Board account. General Fund cash surpluses available at the end of any fiscal year shall be put into the Town's account, unless provisions are made to utilize a surplus in the forthcoming fiscal year. Upon approval by Council, other funds may be transferred into or appropriated for the Town account, subject to the limitations set forth in Sections 7-361 and 7-367 of the General Statutes.

**Sec. 10-36. Investment of Fund.**

The Treasurer may, from time to time, invest in securities which are legal investments for savings banks, such portion of such funds as in his or her opinion is advisable; provided not less than fifty percent of the total amount invested shall be invested in the stock or bonds or interest-bearing notes or obligations of the United States, or those to which the faith of the United States is pledged to provide the payment of the principal and interest, including the bonds of the District of Columbia. In making investments of reserve funds, the Treasurer shall give preference to financial institutions located within the town, unless such preference would result in materially lower investment rates. Notwithstanding the above, no funds shall be invested in any businesses which conduct business in South Africa until and unless the Council declares that apartheid has ended. Before investing any funds contained in the Board of Education account, the Treasurer shall consult with the Board to insure that such funds have the liquidity desired by the Board.

**Sec. 10-37. Report of Treasurer.**

The Treasurer shall annually submit a complete and detailed report of the condition of such fund to the Finance Director, Mayor, Council, and Board of Education, and such report shall be made a part of the Annual Report of the Town.

**Sec. 10-38. Use of Funds.**

Upon the recommendation of the Finance Director and the Mayor, and approval by the legislative body, any part of such funds may be used for capital and nonrecurring expenditures, but such use shall be restricted to the financing of all or part of the planning, construction, reconstruction or acquisition of any specific capital improvement or the acquisition of any specific item of equipment. All funds contained in the Board of Education's

Sec. 10-39. Appropriation  
When Reserve Fund  
Insufficient.

Sec. 10-40. Termination of  
Appropriation.

account shall be reserved for capital and nonrecurring expenditures for educational purposes determined by the Board. Upon request of the Board, and certification that funds are to be used for such educational purposes, the Finance Director and the Mayor shall recommend, and the Council shall approve, release of such funds, up to the amount then included in the Board account. Upon the approval of any such expenditure, an appropriation shall be set up, plainly designated for the project or acquisition for which it has been authorized, and such unexpended appropriation may be continued until such project or acquisition is completed. Any unexpended portion of such appropriation remaining after such completion shall revert to the reserve account from which the appropriation was taken.

**Sec. 10-39. Appropriation When Reserve Fund Insufficient.**

If, in the opinion of the Mayor and Finance Director, such reserve funds are insufficient to meet the cost of any capital or nonrecurring expenditure which they deem immediately necessary, they may, with the approval of the Council, authorize that an appropriation be made therefore, provided the total of such fund and the sum anticipated from a tax collected for the purposes authorized in Section 10-38 above, in the year following the date when such authorization is made is estimated by the Mayor and Finance Director to be sufficient to meet such expenditures. This process shall also apply to projects commenced by the Board of Education from funds in its reserve account; provided that in requesting such additional funding, the Board shall include the appropriation in its forthcoming budget. This ordinance shall not be interpreted as a limitation on the Town's bonding authority if, in lieu of an additional appropriation as described herein, the Town desires to supplement its reserve funds by issuing bonds.

If, in the opinion of the Mayor and Finance Director, such reserve funds are insufficient to meet the cost of any capital or nonrecurring expenditure which they deem immediately necessary, they may, with the approval of the Council, authorize that an appropriation be made therefore, provided the total of such fund and the sum anticipated from a tax collected for the purposes authorized in Section 10-38 above, in the year following the date when such authorization is made is estimated by the Mayor and Finance Director to be sufficient to meet such expenditures. This process shall also apply to projects commenced by the Board of Education from funds in its reserve account; provided that in requesting such additional funding, the Board shall include the appropriation in its forthcoming budget. This ordinance shall not be interpreted as a limitation on the Town's bonding authority if, in lieu of an additional appropriation as described herein, the Town desires to supplement its reserve funds by issuing bonds.

**Sec. 10-40. Termination of Appropriation.**

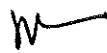
If any authorized appropriation is set up pursuant to the provisions of Section 10-38 above, and through unforeseen circumstances the completion of the project or acquisition for which such appropriation has been designated is impossible of attainment, upon recommendation of the Finance Director and the Mayor, and upon approval of the Council, such appropriation shall terminate and no longer be in effect.



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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

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**DATE:** JUNE 13, 2013  
**TO:** RICHARD F. KEHOE, TOWN COUNCIL CHAIRMAN  
**FROM:** MAYOR MARCIA A. LECLERC   
**RE:** NEW BUSINESS: APPROVAL OF THE SALE OF INDIVIDUAL TAX  
LIENS

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Please place on the June 18<sup>th</sup>, 2013 Town Council Agenda, the attached memo from the Director of Finance to Town Council for approval sale of individual tax liens through the RFP request.

Thank you.

C: M. Walsh, Finance  
R. Gentile Asst. Corp. Counsel  
I. Laurenza, Tax Collector



## MEMORANDUM

**DATE:** June 12, 2013

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

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

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

**RE:** **Town Council Approval of the Sale of Individual Tax Liens**

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At the regularly scheduled April 2, 2013 Town Council Meeting, the following motion was approved by the Town Council as it relates to tax liens the town is interested in selling.

Recommendation from Tax Policy Committee: Tax Liens Sales/Foreclosures: RFP

MOTION By Bill Horan, seconded by Marc Weinberg

to **authorize** the administration to conduct a tax lien sale by way of a request for proposal (RFP) and to seek and receive sealed bids pursuant to an invitation to bid on a number of tax liens held by the town on specific real property as listed on a "delinquent report" produced by Finance Director Mike Walsh dated January 18, 2013 and attached to a memorandum from Mayor Leclerc to Rich Kehoe, Town Council Chair, dated January 22, 2013 subject to the following four conditions:

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

Motion carried 9/0.

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With respect to the aforementioned motion, having satisfied the conditions of the process articulated by the Town Council, we need to return to the Town Council to seek approval to sell tax liens where the bids received by the Town through the request for proposal (RFP) process were satisfactory.

A master bid sheet representing the highest bid received as part of the RFP process is attached. We are recommending 192 bids be awarded to two vendors totaling \$1,240,092.91 on tax liens of \$1,319,157.33.

The breakdown is as follows:

VMF TLI, LLC bid \$1,105,642.91 on 182 liens totaling \$1,189,998.46 (92.9%)

In Vesta Services, LLC bid \$134,450.00 on 10 liens totaling \$129,158.87 (104.1%)

It should be noted that bids in excess of 100% were received on 167 of the 192 properties. There were 25 properties where the bid was less than 100%. These properties were rear lots, condominiums, sliver parcels, parcels where the title is unclear, or mobile homes in various condition.

29 property owners came forward during the RFP process and either paid their taxes in full or made arrangements to enter into a payment plan with the Town whereby their delinquent taxes will be extinguished within 36 months while they keep current on new taxes.

With respect to the process, it is our sincere hope that the remaining 192 property owners will satisfy their outstanding tax bills in full prior to the Town selling their liens in the next month. However, should any property owner fail to address this issue timely, they will again have an opportunity to redeem these liens from the new owner during a set period after the Town sells the liens.

Based on these recommendations, I would respectfully request that this package of information be forwarded along to the Town Council for their approval.

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

Cc: Attorney Richard Gentile, Assistant Corporation Counsel  
Iris Laurenza, Tax Collector

BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0010061	11702	MOONEY FAMILY L L C	225 PROSPECT ST				
TOTAL	1		11702 225 PROSPECT ST	55,404.13	57,703.40	VMF TLI, LLC	104.1%
2011-01-0000034	11014	171 221 PARK AVENUE E H L L C	171-221 PARK AVE				
TOTAL	1		11014 171-221 PARK AVE	53,061.48	55,623.33	VMF TLI, LLC	104.8%
2008-01-0002651	177	CHOPUS STEPHEN P	48 ANDREW DR				
2009-01-0002651	177	CHOPUS STEPHEN P	48 ANDREW DR				
2010-01-0002651	177	CHOPUS STEPHEN P	48 ANDREW DR				
2011-01-0002651	177	CHOPUS STEPHEN P	48 ANDREW DR				
TOTAL	4		177 48 ANDREW DR	21,702.74	22,603.40	VMF TLI, LLC	104.1%
2009-01-0007471	6738	KAMINSKI LECH S & DANUTA B	60 HILLTOP FARMS LN				
2010-01-0007471	6738	KAMINSKI LECH S & DANUTA B	60 HILLTOP FARMS LN				
2011-01-0007471	6738	KAMINSKI LECH S & DANUTA B	60 HILLTOP FARMS LN				
TOTAL	3		6738 60 HILLTOP FARMS LN	20,560.70	21,413.97	VMF TLI, LLC	104.2%
2009-01-0016406	16891	NAPALITANO CARMINE JR	3 JOANNE DRIVE				
2010-01-0016406	16891	NAPALITANO CARMINE JR	3 JOANNE DRIVE				
2011-01-0016406	16891	NAPALITANO CARMINE JR	3 JOANNE DRIVE				
TOTAL	3		16891 3 JOANNE DRIVE	19,764.03	20,600.00	In Vesta Services, LLC	104.2%
2009-01-0008690	12466	LOMBARDO KATHRYN A	36 SCHOOL ST				
2010-01-0008690	12466	LOMBARDO KATHRYN A	36 SCHOOL ST				
2011-01-0008690	12466	LOMBARDO KATHRYN A	36 SCHOOL ST				
TOTAL	3		12466 36 SCHOOL ST	16,786.27	17,482.90	VMF TLI, LLC	104.1%
2009-01-0003855	2525	RICE TERESA & CHRISTOPHER	54 CHESSLEE RD				
2010-01-0003855	2525	RICE TERESA & CHRISTOPHER	54 CHESSLEE RD				
2011-01-0003855	2525	RICE TERESA & CHRISTOPHER	54 CHESSLEE RD				
TOTAL	3		2525 54 CHESSLEE RD	16,843.08	17,600.00	In Vesta Services, LLC	104.5%
2009-01-0012729	13571	HOHMANN GREGORY & PATRICIA	50 STEVENS ST				
2010-01-0012729	13571	HOHMANN GREGORY & PATRICIA	50 STEVENS ST				
2011-01-0012729	13571	HOHMANN GREGORY & PATRICIA	50 STEVENS ST				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
TOTAL	3		13571 50 STEVENS ST	16,154.49	16,824.90	VMF TLI, LLC	104.1%
2009-01-0001363	8159	BIVEINIS MARILYN L/U	32-34 LILAC ST				
2010-01-0001363	8159	BIVEINIS MARILYN L/U	32-34 LILAC ST				
2011-01-0001363	8159	BIVEINIS MARILYN L/U	32-34 LILAC ST				
TOTAL	3		8159 32-34 LILAC ST	14,991.25	15,613.39	VMF TLI, LLC	104.2%
2009-01-0008887	14205	LOPEZ LINDA	818 TOLLAND ST				
2010-01-0008887	14205	LOPEZ LINDA	818 TOLLAND ST				
2011-01-0008887	14205	LOPEZ LINDA	818 TOLLAND ST				
TOTAL	3		14205 818 TOLLAND ST	14,830.95	15,446.43	VMF TLI, LLC	104.1%
2009-01-0005712	12342	GERO E BARBARA	132 SANDRA DR				
2010-01-0005712	12342	GERO E BARBARA 1/2 INT	132 SANDRA DR				
2011-01-0005712	12342	GERO BARBARA E 1/2 INT CONSERV	132 SANDRA DR				
TOTAL	3		12342 132 SANDRA DR	13,987.49	14,567.97	VMF TLI, LLC	104.1%
2009-01-0000468	16163	KAMEN KAREN	31 HIGH ST UNIT #10101				
2010-01-0000468	16163	KAMEN KAREN	31 HIGH ST UNIT #10101				
2011-01-0000468	16163	KAMEN KAREN	31 HIGH ST 10101				
TOTAL	3		16163 31 HIGH ST 10101	14,120.54	14,706.54	VMF TLI, LLC	104.1%
2009-01-0004566	6420	EASTERN ASSOCIATES LLC	33-35 HIGHLAND ST				
2010-01-0004566	6420	EASTERN ASSOCIATES LLC	33-35 HIGHLAND ST				
2011-01-0004566	6420	EASTERN ASSOCIATES LLC	33-35 HIGHLAND ST				
TOTAL	3		6420 33-35 HIGHLAND ST	15,084.78	15,710.80	VMF TLI, LLC	104.2%
2009-01-0015022	9650	VIGNONE MARY JANE	61 MIDDLE DR				
2010-01-0015022	9650	VIGNONE MARY JANE	61 MIDDLE DR				
2011-01-0015022	9650	VIGNONE MARY JANE	61 MIDDLE DR				
TOTAL	3		9650 61 MIDDLE DR	13,336.70	13,890.17	VMF TLI, LLC	104.1%
2010-01-0014423	15843	MITA REAL ESTATE I I L L C	235 E RIVER DR UNIT #1102				
2011-01-0014423	15843	MITA REAL ESTATE I I L L C	235 EAST RIVER DR 1102				
TOTAL	2		15843 235 EAST RIVER DR 1102	9,521.77	9,916.19	VMF TLI, LLC	104.1%

BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2009-01-0007782	993	KLEMB JEANNIE	32 BRANDON RD	✓	13,817.62		
2010-01-0007782	993	KLEMB JEANNIE	32 BRANDON RD	✓			
2011-01-0007782	993	KLEMB JEANNIE	32 BRANDON RD	✓			
TOTAL	3		993 32 BRANDON RD	✓	13,950.00	In Vesta Services, LLC	101.0%
2009-01-0008587	14088	LIBERTY INVESTMENT GROUP L L C	362 TOLLAND ST	✓	14,106.52		
2010-01-0008587	14088	LIBERTY INVESTMENT GROUP L L C	362 TOLLAND ST	✓			
2011-01-0008587	14088	LIBERTY INVESTMENT GROUP L L C	362 TOLLAND ST	✓			
TOTAL	3		14088 362 TOLLAND ST	✓	14,700.00	In Vesta Services, LLC	104.2%
2009-01-0003518	411	DAMBERGS MARIJA E	138 ARNOLD DR	✓	13,765.15		
2010-01-0003518	411	DAMBERGS MARIJA E	138 ARNOLD DR	✓			
2011-01-0003518	411	DAMBERGS MARIJA E	138 ARNOLD DR	✓			
TOTAL	3		411 138 ARNOLD DR	✓	14,336.40	VMF TLI, LLC	104.1%
2010-01-001169	8913	PASSARO ARDEN N JR	1879 MAIN ST	✓	9,727.63		
2011-01-001169	8913	PASSARO ARDEN N JR	1879 MAIN ST	✓			
TOTAL	2		8913 1879 MAIN ST	✓	10,200.00	In Vesta Services, LLC	104.9%
2010-01-0011896	7870	QUERIDO LUIS G & NANCY J	112-114 LARRABEE ST	✓	10,960.57		
2011-01-0011896	7870	QUERIDO LUIS G & NANCY J	112-114 LARRABEE ST	✓			
TOTAL	3		7870 112-114 LARRABEE ST	✓	11,500.00	In Vesta Services, LLC	104.9%
2010-01-0010328	4885	BALESANO DOROTHY & DEAN	450 FOREST ST	✓	7,082.94		
2011-01-0010328	4885	BALESANO DOROTHY & DEAN	450 FOREST ST	✓			
TOTAL	3		4885 450 FOREST ST	✓	7,376.88	VMF TLI, LLC	104.1%
2009-01-0000243	14399	ADONIS JEANINE & MARYSE	29 WADSWORTH ST	✓	12,267.20		
2010-01-0000243	14399	ADONIS JEANINE & MARYSE	29 WADSWORTH ST	✓			
2011-01-0000243	14399	ADONIS JEANINE & MARYSE	29 WADSWORTH ST	✓			
TOTAL	3		14399 29 WADSWORTH ST	✓	12,776.29	VMF TLI, LLC	104.2%
2009-01-0000920	14098	BARRETO MARIA TRUSTEE	405 TOLLAND ST				
2010-01-0000920	14098	BARRETO MARIA TRUSTEE	405 TOLLAND ST				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0000920	14098	BARRETO MARIA TRUSTEE	405 TOLLAND ST				
TOTAL	3		14098 405 TOLLAND ST	12,113.99 ✓	12,616.72 ✓	VMF TLI, LLC ✓	104.1%
2009-01-0008083	8445	LAGUEUX LINDA M	77 MADISON ST				
2010-01-0008083	8445	LAGUEUX LINDA M	77 MADISON ST				
2011-01-0008083	8445	LAGUEUX LINDA M	77 MADISON ST				
TOTAL	3		8445 77 MADISON ST	11,966.53 ✓	12,463.14 ✓	VMF TLI, LLC ✓	104.1%
2009-01-0010703	2891	O MAHONY MICHAEL	11 CLAREMONT ST				
2010-01-0010703	2891	O MAHONY MICHAEL	11 CLAREMONT ST				
2011-01-0010703	2891	O MAHONY MICHAEL	11 CLAREMONT ST				
TOTAL	3		2891 11 CLAREMONT ST	9,245.97 ✓	9,629.68 ✓	VMF TLI, LLC ✓	104.2%
2009-01-0007130	9424	JACQUES WAYNE B	16 MAY ST				
2010-01-0007130	9424	JACQUES WAYNE B	16 MAY ST				
2011-01-0007130	9424	JACQUES WAYNE B	16 MAY ST				
TOTAL	3		9424 16 MAY ST	8,643.14 ✓	9,001.83 ✓	VMF TLI, LLC ✓	104.1%
2008-01-0007492	14590	KAMPFMAN MARY ELLEN	11 WESTBROOK ST				
2009-01-0007492	14590	KAMPFMAN MARY ELLEN	11 WESTBROOK ST				
2010-01-0007492	14590	KAMPFMAN MARY ELLEN	11 WESTBROOK ST				
2011-01-0007492	14590	KAMPFMAN MARY ELLEN	11 WESTBROOK ST				
TOTAL	4		14590 11 WESTBROOK ST	9,350.58 ✓	9,738.63 ✓	VMF TLI, LLC ✓	104.2%
2009-01-0005481	15301	GAFFNEY HARRIET	208 WOODYCREST DR				
2010-01-0005481	15301	GAFFNEY HARRIET	208 WOODYCREST DR				
2011-01-0005481	15301	GAFFNEY HARRIET	208 WOODYCREST DR				
TOTAL	3		15301 208 WOODYCREST DR	8,688.27 ✓	9,048.83 ✓	VMF TLI, LLC ✓	104.1%
2009-01-0006575	11536	HAYWARD THERESA P	79 PRATT ST				
2010-01-0006575	11536	HAYWARD THERESA P	79 PRATT ST				
2011-01-0006575	11536	HAYWARD THERESA P	79 PRATT ST				
TOTAL	3		11536 79 PRATT ST	7,044.36 ✓	7,336.70 ✓	VMF TLI, LLC ✓	104.1%
2007-01-0004884	10454	FALKOWICH KENNETH & MARIE	143-A OAK ST REAR				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2008-01-0004884	10454	FALKOWICH KENNETH & MARIE	143-A OAK ST REAR	✓	6,538.72	VMF TLI, LLC	15.3%
2009-01-0004884	10454	FALKOWICH KENNETH & MARIE	143-A OAK ST REAR				
2010-01-0004884	10454	FALKOWICH KENNETH & MARIE	143-A OAK ST REAR				
2011-01-0004884	10454	FALKOWICH KENNETH & MARIE	143A OAK ST				
TOTAL	5		10454 143A OAK ST		1,000.00	VMF TLI, LLC	15.3%
2009-01-0015258	15913	WEATHERINGTON KEITH	231 ELLINGTON RD UNIT 1				
2010-01-0015258	15913	WEATHERINGTON KEITH	231 ELLINGTON RD UNIT 1				
2011-01-0015258	15913	GATEWAY ESTATES ASSOCIATION	231 ELLINGTON RD 1	✓	5,908.84	VMF TLI, LLC	33.8%
TOTAL	3		15913 231 ELLINGTON RD 1		2,000.00	VMF TLI, LLC	33.8%
2007-01-0003952	15428	DINNEEN STEPHEN J	16 BELL CT UNIT C-1				
2008-01-0003952	15428	DINNEEN STEPHEN J	16 BELL CT UNIT C-1				
2009-01-0003952	15428	DINNEEN STEPHEN J	16 BELL CT UNIT C-1				
2010-01-0003952	15428	DINNEEN STEPHEN J	16 BELL CT UNIT C-1				
2011-01-0003952	15428	DINNEEN STEPHEN J	16 BELL CT C-1	✓	4,564.50	VMF TLI, LLC	104.2%
TOTAL	5		15428 16 BELL CT C-1		4,753.93	VMF TLI, LLC	104.2%
2010-01-0007860	7989	KOSCINSKI MARTHA B	73 LAWRENCE ST				
2011-01-0007860	7989	KOSCINSKI MARTHA B	73 LAWRENCE ST	✓	4,786.94	VMF TLI, LLC	104.2%
TOTAL	3		7989 73 LAWRENCE ST		4,985.60	VMF TLI, LLC	104.2%
2009-01-0011161	6719	NUTMEG DEVELOPMENT GROUP L L	684 HILLS ST				
2010-01-0011161	6719	NUTMEG DEVELOPMENT GROUP L L	684 HILLS ST				
2011-01-0011161	6719	NUTMEG DEVELOPMENT GROUP L L	684 HILLS ST	✓	3,951.86	VMF TLI, LLC	104.1%
TOTAL	3		6719 684 HILLS ST		4,115.86	VMF TLI, LLC	104.1%
2008-01-0014377	8693	THOMAS KELLY NIKKI TRUSTEE	535 MAIN ST REAR				
2009-01-0014377	8693	THOMAS KELLY NIKKI TRUSTEE	535 MAIN ST REAR				
2010-01-0014377	8693	THOMAS KELLY NIKKI TRUSTEE	535 MAIN ST REAR				
2011-01-0014377	8693	THOMAS KELLY NIKKI TRUSTEE	535 MAIN ST REAR	✓	3,592.32	VMF TLI, LLC	27.8%
TOTAL	4		8693 535 MAIN ST REAR		1,000.00	VMF TLI, LLC	27.8%
2010-01-0013168	1111	SCHULTZ WILLIAM C	236 BREWER ST				
2011-01-0013168	1111	SCHULTZ WILLIAM C	236 BREWER ST				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
TOTAL	2	SCHULTZ WILLIAM C	11 236 BREWER ST	11,938.90	12,434.36	VMF TLI, LLC	104.1%
2009-01-0013158	10522	SCHULTZ JOSEPH W	418 OAK ST				
2010-01-0013158	10522	SCHULTZ JOSEPH W	418 OAK ST				
2011-01-0013158	10522	SCHULTZ JOSEPH W	418 OAK ST				
TOTAL	3		10522 418 OAK ST	3,475.84	1,000.00	VMF TLI, LLC	28.8%
2010-01-0013154	1121	SCHULTZ JOSEPH W	270 BREWER ST				
2011-01-0013154	1121	SCHULTZ JOSEPH W	270 BREWER ST				
TOTAL	2		1121 270 BREWER ST	17,314.84	18,033.41	VMF TLI, LLC	104.2%
2009-01-0013161	1117	SCHULTZ JOSEPH W	260 BREWER ST				
2010-01-0013161	1117	SCHULTZ JOSEPH W	260 BREWER ST				
2011-01-0013161	1117	SCHULTZ JOSEPH W	260 BREWER ST				
TOTAL	3		1117 260 BREWER ST	13,557.77	14,120.42	VMF TLI, LLC	104.2%
2009-01-0013157	8586	SCHULTZ JOSEPH W	247 MAIN ST				
2010-01-0013157	8586	SCHULTZ JOSEPH W	247 MAIN ST				
2011-01-0013157	8586	SCHULTZ JOSEPH W	247 MAIN ST				
TOTAL	3		8586 247 MAIN ST	10,444.63	10,878.08	VMF TLI, LLC	104.1%
2009-01-0007486	1097	SCHULTZ JOSEPH W	179 BREWER ST				
2010-01-0007486	1097	SCHULTZ JOSEPH W	179 BREWER ST				
2011-01-0007486	1097	SCHULTZ JOSEPH W	179 BREWER ST				
TOTAL	3		1097 179 BREWER ST	6,071.11	1,000.00	VMF TLI, LLC	16.5%
2010-01-0007487	1098	SCHULTZ JOSEPH W	179 BREWER ST REAR				
2011-01-0007487	1098	SCHULTZ JOSEPH W	179 BREWER ST REAR				
TOTAL	2		1098 179 BREWER ST REAR	1,149.93	500.00	VMF TLI, LLC	43.5%
2010-01-0007489	1119	SCHULTZ JOSEPH W	263 BREWER ST REAR				
2011-01-0007489	1119	SCHULTZ JOSEPH W	263 BREWER ST REAR				
TOTAL	2		263 BREWER ST REAR	1,899.86	500.00	VMF TLI, LLC	26.3%
2010-01-0013153	1108	SCHULTZ JOSEPH W	226 BREWER ST				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0013153	1108	SCHULTZ JOSEPH W	226 BREWER ST				
TOTAL	2		226 BREWER ST	5,416.79	5,641.59	VMF TLI, LLC	104.2%
2010-01-0013156	6657	SCHULTZ JOSEPH W	418 HILLS ST				
2011-01-0013156	6657	SCHULTZ JOSEPH W	418 HILLS ST				
TOTAL	2		418 HILLS ST	365.83	385.00	VMF TLI, LLC	105.2%
2011-01-0000057	11041	249 275 PARK AVENUE E H L L C	275 PARK AVE				
TOTAL	1		249 275 PARK AVENUE E H L L C	53,712.52	55,941.59	VMF TLI, LLC	104.2%
2009-01-0003631	15476	SIXTY SEVEN BURNSIDE AVENUE L L 67 BURNSIDE AVE UNIT 6					
2010-01-0003631	15476	SIXTY SEVEN BURNSIDE AVENUE L L 67 BURNSIDE AVE UNIT 6					
2011-01-0003631	15476	SIXTY SEVEN BURNSIDE AVENUE L L 67 BURNSIDE AVE 6					
TOTAL	3		15476 67 BURNSIDE AVE 6	11,113.11	11,574.30	VMF TLI, LLC	104.1%
2009-01-0003630	15473	SIXTY SEVEN BURNSIDE AVENUE L L 67 BURNSIDE AVE UNIT 3					
2010-01-0003630	15473	SIXTY SEVEN BURNSIDE AVENUE L L 67 BURNSIDE AVE UNIT 3					
2011-01-0003630	15473	SIXTY SEVEN BURNSIDE AVENUE L L 67 BURNSIDE AVE 3					
TOTAL	3		15473 67 BURNSIDE AVE 3	8,845.73	9,212.83	VMF TLI, LLC	104.2%
2009-01-0004808	4057	ESGUERRA ERNESTO & VICTORIA G	300 ELLINGTON RD				
2010-01-0004808	4057	ESGUERRA ERNESTO & VICTORIA G	300 ELLINGTON RD				
2011-01-0004808	4057	ESGUERRA ERNESTO & VICTORIA G	300 ELLINGTON RD				
TOTAL	3		4057 300 ELLINGTON RD	2,950.58	1,000.00	VMF TLI, LLC	33.9%
2010-01-0005240	8928	FORTIN RAYMOND H	1904 MAIN ST				
2011-01-0005240	8928	FORTIN RAYMOND H	1904 MAIN ST				
TOTAL	2		8928 1904 MAIN ST	9,365.51	9,754.18	VMF TLI, LLC	104.2%
2011-01-0005241	8929	FORTIN RAYMOND H	1904A MAIN ST				
TOTAL	1		8929 1904A MAIN ST	5,798.13	6,038.75	VMF TLI, LLC	104.1%
2008-01-0009463	12276	MCCABE ROSALYN & JAMES E	23 ST REGIS ST				
2009-01-0009463	12276	MCCABE ROSALYN & JAMES E	23 ST REGIS ST				
2010-01-0009463	12276	MCCABE ROSALYN & JAMES E	23 ST REGIS ST				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0009463	12276	MCCABE ROSALYN & JAMES E	23 ST REGIS ST				
TOTAL	4		12276 23 ST REGIS ST	4,857.88	1,000.00	VMF TLI, LLC	20.6%
2009-01-0009464	12275	MCCABE ROSALYN J & JAMES E	19 ST REGIS ST				
2010-01-0009464	12275	MCCABE ROSALYN J & JAMES E	19 ST REGIS ST				
2011-01-0009464	12275	MCCABE ROSALYN J & JAMES E	19 ST REGIS ST				
TOTAL	3		12275 19 ST REGIS ST	5,839.01	6,100.00	In Vesta Services, LLC	104.5%
2008-01-0015012	8606	VIGGIANO JOSEPH M	339 MAIN ST				
2009-01-0015012	8606	VIGGIANO JOSEPH M	339 MAIN ST				
2010-01-0015012	8606	VIGGIANO JOSEPH M	339 MAIN ST				
2011-01-0015012	8606	VIGGIANO JOSEPH M	339 MAIN ST				
TOTAL	4		8606 339 MAIN ST	77,939.99	81,174.50	VMF TLI, LLC	104.2%
2009-01-0004132	1749	PIOLYN JR CAFE L L C	212 BURNSIDE AVE				
2010-01-0004132	1749	PIOLYN JR CAFE L L C	212 BURNSIDE AVE				
2011-01-0004132	1749	PIOLYN JR CAFE L L C	212 BURNSIDE AVE				
TOTAL	3		1749 212 BURNSIDE AVE	17,382.80	18,083.36	VMF TLI, LLC	104.0%
2008-01-0001065	1568	BEDARD RICHARD	296 BURKE ST				
2009-01-0001065	1568	BEDARD RICHARD	296 BURKE ST				
2010-01-0001065	1568	BEDARD RICHARD	296 BURKE ST				
2011-01-0001065	1568	BEDARD RICHARD	296 BURKE ST				
TOTAL	4		1568 296 BURKE ST	18,941.51	19,727.58	VMF TLI, LLC	104.1%
2008-01-0009290	7388	MASON JENNIFER J	17 JUDSON AVE				
2009-01-0009290	7388	MASON JENNIFER J	17 JUDSON AVE				
2010-01-0009290	7388	MASON JENNIFER J	17 JUDSON AVE				
2011-01-0009290	7388	MASON JENNIFER J	17 JUDSON AVE				
TOTAL	4		7388 17 JUDSON AVE	15,909.33	16,569.57	VMF TLI, LLC	104.2%
2010-01-0000257	10537	AGOSTO JOHN & SHEILA	498 OAK ST				
2011-01-0000257	10537	AGOSTO JOHN & SHEILA	498 OAK ST				
TOTAL	3		10537 498 OAK ST	11,089.38	11,549.59	VMF TLI, LLC	104.2%

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0000022	13125	GARDEN CENTER PROPERTY LLC	1375 SILVER LN				
TOTAL	1		13125 1375 SILVER LN	16,397.88 ✓	17,078.39	VMF TLI, LLC ✓	104.1%
2009-01-0005606	5714	GARRISON EDWARD J & CAROLE M	18 GREENBRIER RD				
2010-01-0005606	5714	GARRISON EDWARD J & CAROLE M	18 GREENBRIER RD				
2011-01-0005606	5714	GARRISON EDWARD J & CAROLE M	18 GREENBRIER RD				
TOTAL	3		5714 18 GREENBRIER RD	12,244.04 ✓	12,752.17	VMF TLI, LLC ✓	104.2%
2009-01-0004002	11903	KEATING TIMOTHY	14 RISLEY ST				
2010-01-0004002	11903	KEATING TIMOTHY	14 RISLEY ST				
2011-01-0004002	11903	KEATING TIMOTHY	14 RISLEY ST				
TOTAL	3		11903 14 RISLEY ST	12,546.41 ✓	13,100.00	In Vesta Services, LLC ✓	104.4%
2009-01-0012126	6803	REMES RAYMOND & CATHERINE	94 HOCKANUM DR				
2010-01-0012126	6803	REMES RAYMOND & CATHERINE	94 HOCKANUM DR				
2011-01-0012126	6803	REMES RAYMOND & CATHERINE	94 HOCKANUM DR				
TOTAL	3		6803 94 HOCKANUM DR	9,557.84 ✓	9,954.49	VMF TLI, LLC ✓	104.1%
2010-01-0000374	6431	ALLEN LORELEI A	155 HIGH ST				
2011-01-0000374	6431	ALLEN LORELEI A	155 HIGH ST				
TOTAL	2		6431 155 HIGH ST	7,079.53 ✓	7,373.33	VMF TLI, LLC ✓	104.1%
2009-01-0005904	427	NIEVES GONZALEZ AMELIO EST OF	220 ARNOLD DR				
2010-01-0005904	427	NIEVES GONZALEZ AMELIO EST OF	220 ARNOLD DR				
2011-01-0005904	427	NIEVES GONZALEZ AMELIO EST OF	220 ARNOLD DR				
TOTAL	3		427 220 ARNOLD DR	14,093.48 ✓	14,678.36	VMF TLI, LLC ✓	104.2%
2009-01-0007665	1936	COPELAND ELOUISE	800-802 BURNSIDE AVE				
2010-01-0007665	1936	COPELAND ELOUISE	800-802 BURNSIDE AVE				
2011-01-0007665	1936	COPELAND ELOUISE	800-802 BURNSIDE AVE				
TOTAL	3		1936 800-802 BURNSIDE AVE	19,051.32 ✓	19,900.00	In Vesta Services, LLC ✓	104.5%
2010-01-0004971	759	FENTON FRANCIS P EST OF	45 BISSELL ST				
2011-01-0004971	759	FENTON FRANCIS P EST OF	45 BISSELL ST				
TOTAL	2		759 45 BISSELL ST	6,502.68 ✓	6,800.00	In Vesta Services, LLC ✓	104.6%

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2009-01-0015541	10129	NESKO PAUL CARMINE	11 NARRAGANSETT RD				
2010-01-0015541	10129	NESKO PAUL CARMINE	11 NARRAGANSETT RD				
2011-01-0015541	10129	NESKO PAUL CARMINE	11 NARRAGANSETT RD	✓	1,984.81	VMF TLI, LLC	101.0%
TOTAL	3		10129 11 NARRAGANSETT RD	1,965.16			
2008-01-0005851	9037	GODFREY SUSAN	441 MAIN ST LOT 713				
2009-01-0005851	9037	GODFREY SUSAN	441 MAIN ST LOT 713				
2010-01-0005851	9037	GODFREY SUSAN	441 MAIN ST LOT 713				
2011-01-0005851	9037	GODFREY SUSAN	441 MAIN ST 713	✓	1,850.00	VMF TLI, LLC	101.7%
TOTAL	4		9037 441 MAIN ST 713	1,819.79			
2009-01-0002977	15566	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-15				
2010-01-0002977	15566	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-15				
2011-01-0002977	15566	CONDO 64 L L C	509 BURNSIDE AVE B-15	✓	4,461.47	VMF TLI, LLC	104.1%
TOTAL	3		15566 509 BURNSIDE AVE B-15	4,283.70			
2009-01-0002980	15570	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-1				
2010-01-0002980	15570	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-1				
2011-01-0002980	15570	CONDO 64 L L C	509 BURNSIDE AVE C-1	✓	4,351.60	VMF TLI, LLC	104.1%
TOTAL	3		15570 509 BURNSIDE AVE C-1	4,178.22			
2009-01-0002973	15560	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-9				
2010-01-0002973	15560	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-9				
2011-01-0002973	15560	CONDO 64 L L C	509 BURNSIDE AVE B-9	✓	4,271.94	VMF TLI, LLC	104.1%
TOTAL	3		15560 509 BURNSIDE AVE B-9	4,101.72			
2009-01-0002974	15561	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-10				
2010-01-0002974	15561	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-10				
2011-01-0002974	15561	CONDO 64 L L C	509 BURNSIDE AVE B-10	✓	3,624.69	VMF TLI, LLC	104.1%
TOTAL	3		15561 509 BURNSIDE AVE B-10	3,480.26			
2009-01-0002976	15565	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-14				
2010-01-0002976	15565	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-14				
2011-01-0002976	15565	CONDO 64 L L C	509 BURNSIDE AVE B-14				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
TOTAL	3		15565 509 BURNSIDE AVE B-14	3,480.26 ✓	3,624.69 ✓	VMF TLI, LLC ✓	104.1%
2009-01-0002978	15567	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-16				
2010-01-0002978	15567	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-16				
2011-01-0002978	15567	CONDO 64 L L C	509 BURNSIDE AVE B-16				
TOTAL	3		15567 509 BURNSIDE AVE B-16	3,480.26 ✓	3,624.69 ✓	VMF TLI, LLC ✓	104.1%
2009-01-0002975	15563	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-12				
2010-01-0002975	15563	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-12				
2011-01-0002975	15563	CONDO 64 L L C	509 BURNSIDE AVE B-12				
TOTAL	3		15563 509 BURNSIDE AVE B-12	3,453.74 ✓	3,597.07 ✓	VMF TLI, LLC ✓	104.1%
2009-01-0002981	15575	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-6				
2010-01-0002981	15575	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-6				
2011-01-0002981	15575	CONDO 64 L L C	509 BURNSIDE AVE C-6				
TOTAL	3		15575 509 BURNSIDE AVE C-6	3,429.93 ✓	3,572.27 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002942	15512	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-18				
2011-01-0002942	15512	CONDO 64 L L C	505 BURNSIDE AVE B-18				
TOTAL	2		15512 505 BURNSIDE AVE B-18	3,314.04 ✓	3,451.57 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002955	15531	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-18				
2011-01-0002955	15531	CONDO 64 L L C	505 BURNSIDE AVE C-18				
TOTAL	2		15531 505 BURNSIDE AVE C-18	3,314.04 ✓	3,451.57 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002979	15569	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-18				
2011-01-0002979	15569	CONDO 64 L L C	509 BURNSIDE AVE B-18				
TOTAL	2		15569 509 BURNSIDE AVE B-18	3,314.04 ✓	3,451.57 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002956	15532	CONDO 64 L L C	505 BURNSIDE AVE UNIT F-3				
2011-01-0002956	15532	CONDO 64 L L C	505 BURNSIDE AVE F-3				
TOTAL	2		15532 505 BURNSIDE AVE F-3	2,864.23 ✓	2,983.10 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002954	15530	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-17				
2011-01-0002954	15530	CONDO 64 L L C	505 BURNSIDE AVE C-17				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
TOTAL	2		15530 505 BURNSIDE AVE C-17	2,662.47 ✓	2,772.96 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002943	15513	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-19				
2011-01-0002943	15513	CONDO 64 L L C	505 BURNSIDE AVE B-19				
TOTAL	2		15513 505 BURNSIDE AVE B-19	2,625.78 ✓	2,734.75 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002987	15588	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-19				
2011-01-0002987	15588	CONDO 64 L L C	509 BURNSIDE AVE C-19				
TOTAL	2		15588 509 BURNSIDE AVE C-19	2,625.78 ✓	2,734.75 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002925	15481	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-5				
2011-01-0002925	15481	CONDO 64 L L C	505 BURNSIDE AVE A-5				
TOTAL	2		15481 505 BURNSIDE AVE A-5	2,577.75 ✓	2,684.73 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002926	15482	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-6				
2011-01-0002926	15482	CONDO 64 L L C	505 BURNSIDE AVE A-6				
TOTAL	2		15482 505 BURNSIDE AVE A-6	2,577.75 ✓	2,684.73 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002932	15489	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-13				
2011-01-0002932	15489	CONDO 64 L L C	505 BURNSIDE AVE A-13				
TOTAL	2		15489 505 BURNSIDE AVE A-13	2,577.75 ✓	2,684.73 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002935	15501	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-7				
2011-01-0002935	15501	CONDO 64 L L C	505 BURNSIDE AVE B-7				
TOTAL	2		15501 505 BURNSIDE AVE B-7	2,577.75 ✓	2,684.73 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002938	15507	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-13				
2011-01-0002938	15507	CONDO 64 L L C	505 BURNSIDE AVE B-13				
TOTAL	2		15507 505 BURNSIDE AVE B-13	2,577.75 ✓	2,684.73 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002923	15518	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-5				
2011-01-0002923	15518	CONDO 64 L L C	505 BURNSIDE AVE C-5				
TOTAL	2		15518 505 BURNSIDE AVE C-5	2,577.75 ✓	2,684.73 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0002944	15519	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-6				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0002944	15519	CONDO 64 L L C	505 BURNSIDE AVE C-6				
TOTAL	2		15519 505 BURNSIDE AVE C-6	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002945	15520	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-7				
2011-01-0002945	15520	CONDO 64 L L C	505 BURNSIDE AVE C-7				
TOTAL	2		15520 505 BURNSIDE AVE C-7	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002951	15526	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-13				
2011-01-0002951	15526	CONDO 64 L L C	505 BURNSIDE AVE C-13				
TOTAL	2		15526 505 BURNSIDE AVE C-13	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002957	15533	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-1				
2011-01-0002957	15533	CONDO 64 L L C	509 BURNSIDE AVE A-1				
TOTAL	2		15533 509 BURNSIDE AVE A-1	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002959	15535	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-3				
2011-01-0002959	15535	CONDO 64 L L C	509 BURNSIDE AVE A-3				
TOTAL	2		15535 509 BURNSIDE AVE A-3	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002960	15537	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-5				
2011-01-0002960	15537	CONDO 64 L L C	509 BURNSIDE AVE A-5				
TOTAL	2		15537 509 BURNSIDE AVE A-5	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002961	15538	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-6				
2011-01-0002961	15538	CONDO 64 L L C	509 BURNSIDE AVE A-6				
TOTAL	2		15538 509 BURNSIDE AVE A-6	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002962	15539	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-7				
2011-01-0002962	15539	CONDO 64 L L C	509 BURNSIDE AVE A-7				
TOTAL	2		15539 509 BURNSIDE AVE A-7	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%
2010-01-0002966	15545	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-13				
2011-01-0002966	15545	CONDO 64 L L C	509 BURNSIDE AVE A-13				
TOTAL	2		15545 509 BURNSIDE AVE A-13	2,577.75 ✓	2,684.73	VMF TLI, LLC	104.2%

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0002969	15552	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-1				
2011-01-0002969	15552	CONDO 64 L L C	509 BURNSIDE AVE B-1				
TOTAL	2		15552 509 BURNSIDE AVE B-1	2,577.75 ✓	2,684.73	VMF TLI, LLC ✓	104.2%
2010-01-0002971	15554	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-3				
2011-01-0002971	15554	CONDO 64 L L C	509 BURNSIDE AVE B-3				
TOTAL	2		15554 509 BURNSIDE AVE B-3	2,577.75 ✓	2,684.73	VMF TLI, LLC ✓	104.2%
2010-01-0002929	15485	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-9				
2011-01-0002929	15485	CONDO 64 L L C	505 BURNSIDE AVE A-9				
TOTAL	2		15485 505 BURNSIDE AVE A-9	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%
2010-01-0002931	15487	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-11				
2011-01-0002931	15487	CONDO 64 L L C	505 BURNSIDE AVE A-11				
TOTAL	2		15487 505 BURNSIDE AVE A-11	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%
2010-01-0002947	15522	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-9				
2011-01-0002947	15522	CONDO 64 L L C	505 BURNSIDE AVE C-9				
TOTAL	2		15522 505 BURNSIDE AVE C-9	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%
2010-01-0002949	15524	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-11				
2011-01-0002949	15524	CONDO 64 L L C	505 BURNSIDE AVE C-11				
TOTAL	2		15524 505 BURNSIDE AVE C-11	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%
2010-01-0002965	15543	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-11				
2011-01-0002965	15543	CONDO 64 L L C	509 BURNSIDE AVE A-11				
TOTAL	2		15543 509 BURNSIDE AVE A-11	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%
2010-01-0002967	15547	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-15				
2011-01-0002967	15547	CONDO 64 L L C	509 BURNSIDE AVE A-15				
TOTAL	2		15547 509 BURNSIDE AVE A-15	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%
2010-01-0002984	15580	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-11				
2011-01-0002984	15580	CONDO 64 L L C	509 BURNSIDE AVE C-11				
TOTAL	2		15580 509 BURNSIDE AVE C-11	2,566.92 ✓	2,673.45	VMF TLI, LLC ✓	104.2%

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0002934	15498	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-4				
2011-01-0002934	15498	CONDO 64 L L C	505 BURNSIDE AVE B-4				
TOTAL	2		15498 505 BURNSIDE AVE B-4	2,506.55 ✓	2,610.57	VMF TLI, LLC ✓	104.1%
2010-01-0002989	15536	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-4				
2011-01-0002989	15536	CONDO 64 L L C	509 BURNSIDE AVE A-4				
TOTAL	2		15536 509 BURNSIDE AVE A-4	2,506.55 ✓	2,610.57	VMF TLI, LLC ✓	104.1%
2010-01-0002928	15484	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-8				
2011-01-0002928	15484	CONDO 64 L L C	505 BURNSIDE AVE A-8				
TOTAL	2		15484 505 BURNSIDE AVE A-8	2,162.19 ✓	2,251.92	VMF TLI, LLC ✓	104.1%
2010-01-0002930	15486	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-10				
2011-01-0002930	15486	CONDO 64 L L C	505 BURNSIDE AVE A-10				
TOTAL	2		15486 505 BURNSIDE AVE A-10	2,162.19 ✓	2,251.92	VMF TLI, LLC ✓	104.1%
2010-01-0002936	15502	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-8				
2011-01-0002936	15502	CONDO 64 L L C	505 BURNSIDE AVE B-8				
TOTAL	2		15502 505 BURNSIDE AVE B-8	2,162.19 ✓	2,251.92	VMF TLI, LLC ✓	104.1%
2010-01-0002937	15504	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-10				
2011-01-0002937	15504	CONDO 64 L L C	505 BURNSIDE AVE B-10				
TOTAL	2		15504 505 BURNSIDE AVE B-10	2,162.19 ✓	2,251.92	VMF TLI, LLC ✓	104.1%
2010-01-0002939	15508	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-14				
2011-01-0002939	15508	CONDO 64 L L C	505 BURNSIDE AVE B-14				
TOTAL	2		15508 505 BURNSIDE AVE B-14	2,162.19 ✓	2,251.92	VMF TLI, LLC ✓	104.1%
2010-01-0002940	15509	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-15				
2011-01-0002940	15509	CONDO 64 L L C	505 BURNSIDE AVE B-15				
TOTAL	2		15509 505 BURNSIDE AVE B-15	2,162.19 ✓	2,251.92	VMF TLI, LLC ✓	104.1%
2010-01-0002941	15510	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-16				
2011-01-0002941	15510	CONDO 64 L L C	505 BURNSIDE AVE B-16				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
TOTAL	2		15510 505 BURNSIDE AVE B-16	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002946	15521	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-8				
2011-01-0002946	15521	CONDO 64 L L C	505 BURNSIDE AVE C-8				
TOTAL	2		15521 505 BURNSIDE AVE C-8	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002948	15523	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-10				
2011-01-0002948	15523	CONDO 64 L L C	505 BURNSIDE AVE C-10				
TOTAL	2		15523 505 BURNSIDE AVE C-10	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002952	15528	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-15				
2011-01-0002952	15528	CONDO 64 L L C	505 BURNSIDE AVE C-15				
TOTAL	2		15528 505 BURNSIDE AVE C-15	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002953	15529	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-16				
2011-01-0002953	15529	CONDO 64 L L C	505 BURNSIDE AVE C-16				
TOTAL	2		15529 505 BURNSIDE AVE C-16	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002963	15540	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-8				
2011-01-0002963	15540	CONDO 64 L L C	509 BURNSIDE AVE A-8				
TOTAL	2		15540 509 BURNSIDE AVE A-8	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002964	15542	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-10				
2011-01-0002964	15542	CONDO 64 L L C	509 BURNSIDE AVE A-10				
TOTAL	2		15542 509 BURNSIDE AVE A-10	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002968	15548	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-16				
2011-01-0002968	15548	CONDO 64 L L C	509 BURNSIDE AVE A-16				
TOTAL	2		15548 509 BURNSIDE AVE A-16	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002972	15559	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-8				
2011-01-0002972	15559	CONDO 64 L L C	509 BURNSIDE AVE B-8				
TOTAL	2		15559 509 BURNSIDE AVE B-8	2,162.19	2,251.92	VMF TLI, LLC	104.1%
2010-01-0002982	15577	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-8				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2011-01-0002982	15577	CONDO 64 L L C	509 BURNSIDE AVE C-8				
TOTAL	2		15577 509 BURNSIDE AVE C-8	2,162.19 ✓	2,251.92 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002983	15579	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-10				
2011-01-0002983	15579	CONDO 64 L L C	509 BURNSIDE AVE C-10				
TOTAL	2		15579 509 BURNSIDE AVE C-10	2,162.19 ✓	2,251.92 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002986	15585	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-16				
2011-01-0002986	15585	CONDO 64 L L C	509 BURNSIDE AVE C-16				
TOTAL	2		15585 509 BURNSIDE AVE C-16	2,162.19 ✓	2,251.92 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0003433	15544	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-12				
2011-01-0003433	15544	CONDO 64 L L C	509 BURNSIDE AVE A-12				
TOTAL	2		15544 509 BURNSIDE AVE A-12	2,153.55 ✓	2,242.92 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002985	15581	CONDO 64 L L C	509 BURNSIDE AVE UNIT C-12				
2011-01-0002985	15581	CONDO 64 L L C	509 BURNSIDE AVE C-12				
TOTAL	2		15581 509 BURNSIDE AVE C-12	2,153.55 ✓	2,242.92 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002950	15525	CONDO 64 L L C	505 BURNSIDE AVE UNIT C-12				
2011-01-0002950	15525	CONDO 64 L L C	505 BURNSIDE AVE C-12				
TOTAL	2		15525 505 BURNSIDE AVE C-12	2,142.22 ✓	2,231.12 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002924	15478	CONDO 64 L L C	505 BURNSIDE AVE UNIT A-2				
2011-01-0002924	15478	CONDO 64 L L C	505 BURNSIDE AVE A-2				
TOTAL	2		15478 505 BURNSIDE AVE A-2	1,879.37 ✓	1,957.36 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002933	15496	CONDO 64 L L C	505 BURNSIDE AVE UNIT B-2				
2011-01-0002933	15496	CONDO 64 L L C	505 BURNSIDE AVE B-2				
TOTAL	2		15496 505 BURNSIDE AVE B-2	1,879.37 ✓	1,957.36 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002958	15534	CONDO 64 L L C	509 BURNSIDE AVE UNIT A-2				
2011-01-0002958	15534	CONDO 64 L L C	509 BURNSIDE AVE A-2				
TOTAL	2		15534 509 BURNSIDE AVE A-2	1,879.37 ✓	1,957.36 ✓	VMF TLI, LLC ✓	104.1%

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0002970	15553	CONDO 64 L L C	509 BURNSIDE AVE UNIT B-2				
2011-01-0002970	15553	CONDO 64 L L C	509 BURNSIDE AVE B-2				
TOTAL	2		15553 509 BURNSIDE AVE B-2	1,879.37 ✓	1,957.36 ✓	VMF TLI, LLC ✓	104.1%
2010-01-0002988	15589	CONDO 64 L L C	505 BURNSIDE AVE GAR #13				
2011-01-0002988	15589	CONDO 64 L L C	505 BURNSIDE AVE GAR13				
TOTAL	2		15589 505 BURNSIDE AVE GAR13	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016429	17019	CONDO 64 L L C	505 BURNSIDE AVE GAR #1				
2011-01-0016429	17019	CONDO 64 L L C	505 BURNSIDE AVE GAR1				
TOTAL	2		17019 505 BURNSIDE AVE GAR1	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016430	17021	CONDO 64 L L C	505 BURNSIDE AVE GAR #3				
2011-01-0016430	17021	CONDO 64 L L C	505 BURNSIDE AVE GAR3				
TOTAL	2		17021 505 BURNSIDE AVE GAR3	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016433	17024	CONDO 64 L L C	505 BURNSIDE AVE GAR #6				
2011-01-0016433	17024	CONDO 64 L L C	505 BURNSIDE AVE GAR6				
TOTAL	2		17024 505 BURNSIDE AVE GAR6	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016434	17025	CONDO 64 L L C	505 BURNSIDE AVE GAR #7				
2011-01-0016434	17025	CONDO 64 L L C	505 BURNSIDE AVE GAR7				
TOTAL	2		17025 505 BURNSIDE AVE GAR7	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016435	17026	CONDO 64 L L C	505 BURNSIDE AVE GAR #8				
2011-01-0016435	17026	CONDO 64 L L C	505 BURNSIDE AVE GAR8				
TOTAL	2		17026 505 BURNSIDE AVE GAR8	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016440	17031	CONDO 64 L L C	505 BURNSIDE AVE GAR #14				
2011-01-0016440	17031	CONDO 64 L L C	505 BURNSIDE AVE GAR14				
TOTAL	2		17031 505 BURNSIDE AVE GAR14	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%
2010-01-0016441	17032	CONDO 64 L L C	505 BURNSIDE AVE GAR #15				
2011-01-0016441	17032	CONDO 64 L L C	505 BURNSIDE AVE GAR15				
TOTAL	2		17032 505 BURNSIDE AVE GAR15	492.01 ✓	512.43 ✓	VMF TLI, LLC ✓	104.2%

BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0016442	17033	CONDO 64 L L C	505 BURNSIDE AVE GAR #16				
2011-01-0016442	17033	CONDO 64 L L C	505 BURNSIDE AVE GAR16				
TOTAL	2		17033 505 BURNSIDE AVE GAR16	492.01	512.43	VMF TLI, LLC	104.2%
2010-01-0016449	17040	CONDO 64 L L C	505 BURNSIDE AVE GAR #23				
2011-01-0016449	17040	CONDO 64 L L C	505 BURNSIDE AVE GAR23				
TOTAL	2		17040 505 BURNSIDE AVE GAR23	492.01	512.43	VMF TLI, LLC	104.2%
2010-01-0016450	17041	CONDO 64 L L C	505 BURNSIDE AVE GAR #24				
2011-01-0016450	17041	CONDO 64 L L C	505 BURNSIDE AVE GAR24				
TOTAL	2		17041 505 BURNSIDE AVE GAR24	492.01	512.43	VMF TLI, LLC	104.2%
2010-01-0016451	17042	CONDO 64 L L C	505 BURNSIDE AVE GAR #25				
2011-01-0016451	17042	CONDO 64 L L C	505 BURNSIDE AVE GAR25				
TOTAL	2		17042 505 BURNSIDE AVE GAR25	492.01	512.43	VMF TLI, LLC	104.2%
2010-01-0016453	17044	CONDO 64 L L C	505 BURNSIDE AVE GAR #27				
2011-01-0016453	17044	CONDO 64 L L C	505 BURNSIDE AVE GAR27				
TOTAL	2		17044 505 BURNSIDE AVE GAR27	492.01	512.43	VMF TLI, LLC	104.2%
2010-01-0016454	17045	CONDO 64 L L C	509 BURNSIDE AVE GAR #28				
2011-01-0016454	17045	CONDO 64 L L C	509 BURNSIDE AVE GAR28				
TOTAL	2		17045 509 BURNSIDE AVE GAR28	492.01	512.43	VMF TLI, LLC	104.2%
1998-01-0001521	217	BOUCHER ROGER J	8 APACHE RD				
1999-01-0001538	217	BOUCHER ROGER J	8 APACHE RD				
2000-01-0001543	217	BOUCHER ROGER J	8 APACHE RD				
2001-01-0001558	217	BOUCHER ROGER J	8 APACHE RD				
2002-01-0001522	217	BOUCHER ROGER J	8 APACHE RD				
2003-01-0001534	217	BOUCHER ROGER J	8 APACHE RD				
2004-01-0001534	217	BOUCHER ROGER J	8 APACHE RD				
2005-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				
2006-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2007-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				
2008-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				
2009-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				
2010-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				
2011-01-0001568	217	BOUCHER ROGER J	8 APACHE RD				
TOTAL	14		217 8 APACHE RD	23,003.54 ✓	1.00 ✓	VMF TLI, LLC ✓	0.0%
2000-01-0009910	2700	MILNE JUNE L	5 CHICKASAW DR				
2001-01-0009915	2700	MILNE JUNE L	5 CHICKASAW DR				
2002-01-0009938	2700	MILNE JUNE L	5 CHICKASAW DR				
2003-01-0009976	2700	MILNE JUNE L	5 CHICKASAW DR				
2004-01-0009976	2700	MILNE JUNE L	5 CHICKASAW DR				
2005-01-0009931	2700	MILNE JUNE L	5 CHICKASAW DR				
2006-01-0009931	2700	MILNE JUNE L	5 CHICKASAW DR				
2007-01-0009931	2700	MILNE JUNE L	5 CHICKASAW DR				
2008-01-0009931	2700	MILNE JUNE L	5 CHICKASAW DR				
2009-01-0009931	2700	MILNE JUNE L	5 CHICKASAW DR				
2010-01-0009931	2700	MILNE JUNE CONSERVED PERSON	5 CHICKASAW DR				
2011-01-0009931	2700	MILNE JUNE CONSERVED PERSON	5 CHICKASAW DR				
TOTAL	12		2700 5 CHICKASAW DR	20,485.07 ✓	6,000.00 ✓	VMF TLI, LLC ✓	29.3%
2003-01-0007354	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2004-01-0007354	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2005-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2006-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2007-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2008-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2009-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2010-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
2011-01-0007316	2467	JOHNSON WILLIAM	8 CHEROKEE RD				
TOTAL	9		2467 8 CHEROKEE RD	16,205.00 ✓	6,000.00 ✓	VMF TLI, LLC ✓	37.0%
2000-01-0002153	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2001-01-0002162	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2002-01-0002127	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2003-01-0002150	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2004-01-0002150	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2005-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2006-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2007-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2008-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2009-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2010-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
2011-01-0002175	12821	CALLAHAN LEE ANNE	115 SHAWNEE RD				
TOTAL	12		12821 115 SHAWNEE RD	15,859.36	6,000.00	VMF TLI, LLC	37.8%
2004-01-0002730	277	KAHN DANIEL S	2 ARAWAK DR				
2005-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
2006-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
2007-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
2008-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
2009-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
2010-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
2011-01-0007460	277	KAHN DANIEL S	2 ARAWAK DR				
TOTAL	8		277 2 ARAWAK DR	11,973.64	4,000.00	VMF TLI, LLC	33.4%
2002-01-0012957	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2003-01-0003653	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2004-01-0003653	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2005-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2006-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2007-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2008-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2009-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2010-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
2011-01-0003638	12766	DE MARTINO ROBERT M	29 SHAWNEE RD				
TOTAL	10		12766 29 SHAWNEE RD	11,044.00	6,000.00	VMF TLI, LLC	54.3%
2006-01-0012354	2712	RIZZO WENDY B H	17 CHICKASAW DR				
2007-01-0012354	2712	RIZZO WENDY B H	17 CHICKASAW DR				
2008-01-0012354	2712	RIZZO WENDY B H	17 CHICKASAW DR				
2009-01-0012354	2712	RIZZO WENDY B H	17 CHICKASAW DR				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0012354	2712	RIZZO WENDY B H	17 CHICKASAW DR	✓			
2011-01-0012354	2712	RIZZO WENDY B H	17 CHICKASAW DR	✓	6,000.00	VMF TLI, LLC	56.4%
TOTAL	6		2712 17 CHICKASAW DR	✓	10,638.54		
2004-01-0003640	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2005-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2006-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2007-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2008-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2009-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2010-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
2011-01-0003623	13192	DAY SHIRLEY C	8 SIOUX RD	✓			
TOTAL	8		13192 8 SIOUX RD	✓	8,448.95	VMF TLI, LLC	71.0%
2006-01-0004741	2675	BROOKE JOANNE M	56 CHEYENNE RD	✓			
2007-01-0004741	2675	BROOKE JOANNE M	56 CHEYENNE RD	✓			
2008-01-0004741	2675	BROOKE JOANNE M	56 CHEYENNE RD	✓			
2009-01-0004741	2675	BROOKE JOANNE M	56 CHEYENNE RD	✓			
2010-01-0004741	2675	BROOKE JOANNE M	56 CHEYENNE RD	✓			
2011-01-0004741	2675	BROOKE JOANNE M	56 CHEYENNE RD	✓			
TOTAL	6		2675 56 CHEYENNE RD	✓	4,000.00	VMF TLI, LLC	48.9%
2007-01-0011683	12008	LAGASSE TRACEY A	80 RIVERMEAD BLVD	✓			
2008-01-0011683	12008	LAGASSE TRACEY A	80 RIVERMEAD BLVD	✓			
2009-01-0011683	12008	LAGASSE TRACEY A	80 RIVERMEAD BLVD	✓			
2010-01-0011683	12008	LAGASSE TRACEY A	80 RIVERMEAD BLVD	✓			
2011-01-0011683	12008	LAGASSE TRACEY A	80 RIVERMEAD BLVD	✓			
TOTAL	5		12008 80 RIVERMEAD BLVD	✓	6,215.66	VMF TLI, LLC	80.4%
2006-01-0001192	13202	DUNN ROBERT P & CHRISTINE L	18 SIOUX RD	✓			
2007-01-0001192	13202	DUNN ROBERT P & CHRISTINE L	18 SIOUX RD	✓			
2008-01-0001192	13202	DUNN ROBERT P & CHRISTINE L	18 SIOUX RD	✓			
2009-01-0001192	13202	DUNN ROBERT P & CHRISTINE L	18 SIOUX RD	✓			
2010-01-0001192	13202	DUNN ROBERT P & CHRISTINE L	18 SIOUX RD	✓			
2011-01-0001192	13202	DUNN ROBERT P & CHRISTINE L	18 SIOUX RD	✓			
TOTAL	6		13202 18 SIOUX RD	✓	5,490.10	VMF TLI, LLC	91.1%

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2004-01-0012834	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2005-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2006-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2007-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2008-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2009-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2010-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
2011-01-0012855	2688	SAHADI BARBARA A	69 CHEYENNE RD				
TOTAL	8		2688 69 CHEYENNE RD	4,977.03	5,001.00	VMF TLI, LLC	100.5%
2003-01-0013922	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2004-01-0013922	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2005-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2006-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2007-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2008-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2009-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2010-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
2011-01-0013916	11997	STEARNS BARRY V	62 RIVERMEAD BLVD				
TOTAL	9		11997 62 RIVERMEAD BLVD	4,730.34	1,000.00	VMF TLI, LLC	21.1%
2007-01-0013823	2680	KORPER MELINDA	61 CHEYENNE RD				
2008-01-0013823	2680	KORPER MELINDA	61 CHEYENNE RD				
2009-01-0013823	2680	KORPER MELINDA	61 CHEYENNE RD				
2010-01-0013823	2680	KORPER MELINDA	61 CHEYENNE RD				
2011-01-0013823	2680	KORPER MELINDA	61 CHEYENNE RD				
TOTAL	5		2680 61 CHEYENNE RD	4,191.30	4,200.00	VMF TLI, LLC	100.2%
2007-01-0005174	12763	TERRIO BILLY DEAN	26 SHAWNEE RD				
2008-01-0005174	12763	TERRIO BILLY DEAN	26 SHAWNEE RD				
2009-01-0005174	12763	TERRIO BILLY DEAN	26 SHAWNEE RD				
2010-01-0005174	12763	TERRIO BILLY DEAN	26 SHAWNEE RD				
2011-01-0005174	12763	TERRIO BILLY DEAN	26 SHAWNEE RD				
TOTAL	5		12763 26 SHAWNEE RD	4,195.26	4,200.00	VMF TLI, LLC	100.1%

BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2009-01-0004112	2657	DOWLING LEE A	26 CHEYENNE RD				
2010-01-0004112	2657	DOWLING LEE A	26 CHEYENNE RD				
2011-01-0004112	2657	DOWLING LEE A	26 CHEYENNE RD				
TOTAL	4		2657 26 CHEYENNE RD	3,176.38	3,200.00	VMF TLI, LLC	100.7%
2007-01-0008396	2647	LEE JAMES E	11 CHEYENNE RD				
2008-01-0008396	2647	LEE JAMES E	11 CHEYENNE RD				
2009-01-0008396	2647	LEE JAMES E	11 CHEYENNE RD				
2010-01-0008396	2647	LEE JAMES E	11 CHEYENNE RD				
2011-01-0008396	2647	LEE JAMES E	11 CHEYENNE RD				
TOTAL	4		2647 11 CHEYENNE RD	4,217.48	4,300.00	VMF TLI, LLC	102.0%
2007-01-0008033	3449	LABRIE THOMAS	9 CREE RD				
2008-01-0008033	3449	LABRIE THOMAS	9 CREE RD				
2009-01-0008033	3449	LABRIE THOMAS	9 CREE RD				
2010-01-0008033	3449	LABRIE THOMAS	9 CREE RD				
2011-01-0008033	3449	LABRIE THOMAS	9 CREE RD				
TOTAL	5		3449 9 CREE RD	3,808.21	3,900.00	VMF TLI, LLC	102.4%
2006-01-0002306	11162	CARMAN LUCY P	9 PAWNEE RD				
2007-01-0002306	11162	CARMAN LUCY P	9 PAWNEE RD				
2008-01-0002306	11162	CARMAN LUCY P	9 PAWNEE RD				
2009-01-0002306	11162	CARMAN LUCY P	9 PAWNEE RD				
2010-01-0002306	11162	CARMAN LUCY P	9 PAWNEE RD				
2011-01-0002306	11162	CARMAN LUCY P	9 PAWNEE RD				
TOTAL	6		11162 9 PAWNEE RD	3,709.12	3,750.00	VMF TLI, LLC	101.1%
2010-01-0013538	16803	SIROIS MARCELLA	14 MOHEGAN DR				
2011-01-0013538	16803	SIROIS MARCELLA	14 MOHEGAN DR				
TOTAL	2		16803 14 MOHEGAN DR	4,401.45	4,425.00	VMF TLI, LLC	100.5%
2008-01-0011630	2699	PINTO THOMAS M	4 CHICKASAW DR				
2009-01-0011630	2699	PINTO THOMAS M	4 CHICKASAW DR				
2010-01-0011630	2699	PINTO THOMAS M	4 CHICKASAW DR				
2011-01-0011630	2699	PINTO THOMAS M	4 CHICKASAW DR				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
TOTAL	4		2699 4 CHICKASAW DR	3,720.02	3,730.00	VMF TLI, LLC	100.3%
2007-01-0010576	9005	MOEBIUS MARY	441 MAIN ST LOT 402				
2008-01-0010576	9005	MOEBIUS MARY	441 MAIN ST LOT 402				
2009-01-0010576	9005	MOEBIUS MARY	441 MAIN ST LOT 402				
2010-01-0010576	9005	MOEBIUS MARY	441 MAIN ST LOT 402				
2011-01-0010576	9005	MOEBIUS MARY	441 MAIN ST 402				
TOTAL	5		9005 441 MAIN ST 402	3,446.75	3,450.00	VMF TLI, LLC	100.1%
2009-01-0002132	16844	FESTOR CHARLES C & KATHILEEN F	441 MAIN ST LOT 409				
2010-01-0002132	16844	FESTOR CHARLES C & KATHILEEN F	441 MAIN ST LOT 409				
2011-01-0002132	16844	FESTOR CHARLES C & KATHILEEN F	441 MAIN ST 409				
TOTAL	3		16844 441 MAIN ST 409	3,888.12	3,900.00	VMF TLI, LLC	100.3%
2007-01-0010355	12782	MYSHRALL PAULINE	49 SHAWNEE RD				
2008-01-0010355	12782	MYSHRALL PAULINE	49 SHAWNEE RD				
2009-01-0010355	12782	MYSHRALL PAULINE	49 SHAWNEE RD				
2010-01-0010355	12782	MYSHRALL PAULINE	49 SHAWNEE RD				
2011-01-0010355	12782	MYSHRALL PAULINE	49 SHAWNEE RD				
TOTAL	5		12782 49 SHAWNEE RD	3,447.32	3,460.00	VMF TLI, LLC	100.4%
2008-01-0000422	3467	AMARA CONNIE	28 CREE RD				
2009-01-0000422	3467	AMARA CONNIE	28 CREE RD				
2010-01-0000422	3467	AMARA CONNIE	28 CREE RD				
2011-01-0000422	3467	AMARA CONNIE	28 CREE RD				
TOTAL	4		3467 28 CREE RD	3,327.72	3,330.00	VMF TLI, LLC	100.1%
2007-01-0007704	10126	KIDNEY DONALD J	8 NARRAGANSETT RD				
2009-01-0007704	10126	KIDNEY DONALD J	8 NARRAGANSETT RD				
2010-01-0007704	10126	KIDNEY DONALD J	8 NARRAGANSETT RD				
2011-01-0007704	10126	KIDNEY DONALD J	8 NARRAGANSETT RD				
TOTAL	4		10126 8 NARRAGANSETT RD	3,020.88	3,025.00	VMF TLI, LLC	100.1%
2007-01-0012070	11166	ADAMS LISA M	13 PAWNEE RD				
2008-01-0012070	11166	ADAMS LISA M	13 PAWNEE RD				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2009-01-0012070	11166	ADAMS LISA M	13 PAWNEE RD	✓	2,941.86	VMF TLI, LLC	17.0%
2011-01-0012070	11166	ADAMS LISA M	13 PAWNEE RD	✓	500.00	VMF TLI, LLC	
2011-01-0012070	11166	ADAMS LISA M	13 PAWNEE RD	✓			
TOTAL	5		11166 13 PAWNEE RD				17.0%
2010-01-0016492	17094	KLIMASZEWSKI JOAN	441 MAIN ST LOT 901	✓			
2011-01-0016492	17094	KLIMASZEWSKI JOAN	441 MAIN ST 901	✓	2,474.27	VMF TLI, LLC	101.0%
TOTAL	3		17094 441 MAIN ST 901				101.0%
2009-01-0014072	12819	SULLIVAN LOUISE	111 SHAWNEE RD	✓			
2010-01-0014072	12819	SULLIVAN LOUISE	111 SHAWNEE RD	✓			
2011-01-0014072	12819	SULLIVAN LOUISE	111 SHAWNEE RD	✓			
TOTAL	3		12819 111 SHAWNEE RD		2,555.68	VMF TLI, LLC	0.0%
2008-01-0007465	12818	JACOBS ROBERT L	109 SHAWNEE RD	✓			
2009-01-0007465	12818	JACOBS ROBERT L	109 SHAWNEE RD	✓			
2010-01-0007465	12818	JACOBS ROBERT L	109 SHAWNEE RD	✓			
2011-01-0007465	12818	JACOBS ROBERT L	109 SHAWNEE RD	✓			
TOTAL	4		12818 109 SHAWNEE RD		2,522.96	VMF TLI, LLC	100.5%
2010-01-0001614	259	BOYLE DAVID A	15 ARAPAHO DR	✓			
2011-01-0001614	259	BOYLE DAVID A	15 ARAPAHO DR	✓			
TOTAL	3		259 15 ARAPAHO DR		2,028.20	VMF TLI, LLC	12.3%
2009-01-0010783	12010	PORTER LAWRENCE S & SEAN F	83 RIVERMEAD BLVD	✓			
2010-01-0010783	12010	PORTER LAWRENCE S & SEAN F	83 RIVERMEAD BLVD	✓			
2011-01-0010783	12010	PORTER LAWRENCE S & SEAN F	83 RIVERMEAD BLVD	✓			
TOTAL	3		12010 83 RIVERMEAD BLVD		2,347.64	VMF TLI, LLC	100.1%
2009-01-0012289	13208	RITCHIE JANET M	25 SIOUX RD	✓			
2010-01-0012289	13208	RITCHIE JANET M	25 SIOUX RD	✓			
2011-01-0012289	13208	RITCHIE JANET M	25 SIOUX RD	✓			
TOTAL	3		13208 25 SIOUX RD		2,324.71	VMF TLI, LLC	101.1%
2009-01-0006497	11981	HARTING GRAHAM	37 RIVERMEAD BLVD				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0006497	11981	HARTING GRAHAM	37 RIVERMEAD BLVD	✓	2,413.14	VMF TLI, LLC	100.5%
2011-01-0006497	11981	HARTING GRAHAM	37 RIVERMEAD BLVD	✓	2,425.00	VMF TLI, LLC	100.5%
TOTAL	3		11981 37 RIVERMEAD BLVD				
2009-01-0015417	12787	WIGHTMAN SHIRLEY A	59 SHAWNEE RD	✓	1,980.59	VMF TLI, LLC	101.0%
2010-01-0015417	12787	WIGHTMAN SHIRLEY A	59 SHAWNEE RD	✓	2,000.00	VMF TLI, LLC	101.0%
2011-01-0015417	12787	WIGHTMAN SHIRLEY A	59 SHAWNEE RD	✓	2,000.00	VMF TLI, LLC	101.0%
TOTAL	3		12787 59 SHAWNEE RD				
2009-01-0009588	3445	MCLAUGHLIN MARY K	5 CREE RD	✓	1,982.86	VMF TLI, LLC	100.9%
2010-01-0009588	3445	MCLAUGHLIN MARY K	5 CREE RD	✓	2,000.00	VMF TLI, LLC	100.9%
2011-01-0009588	3445	MCLAUGHLIN MARY K	5 CREE RD	✓	2,000.00	VMF TLI, LLC	100.9%
TOTAL	3		3445 5 CREE RD				
2009-01-0008359	9940	CALABRESE SUSAN M	21 MONTAUK RD	✓	1,916.13	VMF TLI, LLC	100.5%
2010-01-0008359	9940	CALABRESE SUSAN M	21 MONTAUK RD	✓	1,925.00	VMF TLI, LLC	100.5%
2011-01-0008359	9940	CALABRESE SUSAN M	21 MONTAUK RD	✓	1,925.00	VMF TLI, LLC	100.5%
TOTAL	3		9940 21 MONTAUK RD				
2009-01-0011889	214	QUEALY ANN C	5 APACHE RD	✓	1,935.59	VMF TLI, LLC	0.1%
2010-01-0011889	214	QUEALY ANN C	5 APACHE RD	✓	1.00	VMF TLI, LLC	0.1%
2011-01-0011889	214	QUEALY ANN C	5 APACHE RD	✓	1.00	VMF TLI, LLC	0.1%
TOTAL	3		214 5 APACHE RD				
2009-01-0006195	11962	GRIMES ARTHUR G JR	7 RIVERMEAD BLVD	✓	1,484.45	VMF TLI, LLC	101.0%
2010-01-0006195	11962	GRIMES ARTHUR G JR	7 RIVERMEAD BLVD	✓	1,500.00	VMF TLI, LLC	101.0%
2011-01-0006195	11962	GRIMES ARTHUR G JR	7 RIVERMEAD BLVD	✓	1,500.00	VMF TLI, LLC	101.0%
TOTAL	3		11962 7 RIVERMEAD BLVD				
2009-01-0006248	12013	RODRIGUEZ JOSE Q	89 RIVERMEAD BLVD	✓	1,771.07	VMF TLI, LLC	101.6%
2010-01-0006248	12013	RODRIGUEZ JOSE Q	89 RIVERMEAD BLVD	✓	1,800.00	VMF TLI, LLC	101.6%
2011-01-0006248	12013	RODRIGUEZ JOSE Q	89 RIVERMEAD BLVD	✓	1,800.00	VMF TLI, LLC	101.6%
TOTAL	3		12013 89 RIVERMEAD BLVD				
2009-01-0012079	8972	REDIKER JOYCE	441 MAIN ST LOT F				

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BILL#	UID	NAME	PROPERTY LOCATION	Del 7/31/13 +24	BID OFFER	Bidder	% Bid
2010-01-0012079	8972	REDIKER JOYCE	441 MAIN ST LOT F	1,306.60	1,320.00	VMF TLI, LLC	101.0%
2011-01-0012079	8972	REDIKER JOYCE	441 MAIN ST F				
TOTAL	3		8972 441 MAIN ST F				
2009-01-0007036	13187	IERARDI DANTE P	3 SIOUX RD				
2010-01-0007036	13187	IERARDI DANTE P	3 SIOUX RD				
2011-01-0007036	13187	IERARDI DANTE P	3 SIOUX RD				
TOTAL	3		13187 3 SIOUX RD	1,104.58	1,125.00	VMF TLI, LLC	101.8%
2010-01-0006158	2692	GREENLEAF SHERYL A & LESTER R	73 CHEYENNE RD				
2011-01-0006158	2692	GREENLEAF SHERYL A & LESTER R	73 CHEYENNE RD				
TOTAL	2		2692 73 CHEYENNE RD	1,538.57	1,550.00	VMF TLI, LLC	100.7%
2011-01-0007952	12781	OBORSKI CHRISTOPHER P	47 SHAWNEE RD				
TOTAL	1		12781 47 SHAWNEE RD	624.85	625.00	VMF TLI, LLC	100.0%
TOTAL				\$1,319,157.33	\$1,240,092.91		94.0%
Split				129,158.87	134,450.00	In Vesta Services, LLC	104.1%
				1,189,998.46	1,105,642.91	VMF TLI, LLC	92.9%

25 properties < 100%  
4  
 192

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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

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: CRCOG Funding Application – Tolland Street

The Town has been given the opportunity to make application to CRCOG for funding under Phase 2 of the STP Urban System Project.

Attached is a memo from Tim Bockus, Director of Public Works, requesting that the Town Council approve making application for funding to support repairs and updates to road areas and curbing on Tolland Street. Also included is a memo from our Engineering Technician, the actual application and the Tolland Street design plans for your review.

Please place this information on the Town Council agenda for June 18, 2013 and authorize by adopting the attached Resolution to allow the town to move forward with this application for funding.

C: T. Bockus, Director, Public Works  
D. Horan, Town Engineer  
M. Walsh, Director, Finance



I, Angela M. Attenello, duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 18<sup>th</sup> day of June 2013.

RESOLVED: that the East Hartford Town Council supports the Tolland Street Reconstruction Project and the submittal of an application to the Capitol Region Council of Governments Transportation Committee for possible funding.

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


IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this xxth day of June, 2013.

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Angela M. Attenello  
Town Council Clerk

**MEMORANDUM**

**TO:** Mayor Marcia A. Leclerc

**FROM:** Tim Bockus, Public Works Director 


**DATE:** June 6, 2013

**RE:** Referral to Council  
STP Urban System Project  
CRCOG Funding Application-Phase 2  
Tolland Street Reconstruction Project

The Engineering Division developed a funding application to the Capitol Region Council of Government (C.R.C.O.G.) for the above referenced project. The funding application, construction plans as well as a sample resolution for the Town Council in support of the project. One hard copy of the application package as well as an electronic version of the documents is provided for the Town Council's use. The funding application requires that the Town Council provide a resolution supporting the project. The resolution must be submitted to C.R.C.O.G. by July 17, 2013.

Please request that necessary resolution is placed on the upcoming Town Council agenda. Thank you for your assistance.

TO: Tim Bockus, Public Works Director

FROM: Greg Mahoney, Engineering Technician 

DATE: June 6, 2013

RE: STP Urban System Project  
CRCOG Phase 2 Funding Application  
Tolland Street Reconstruction Project

The Town will submit one funding application under the first phase of the above referenced program. CRCOG allows the 29 member Towns to submit a maximum of three applications for Phase 2. The Town is planning on submitting three applications for Phase 2 which is the maximum allowed per Town. The Town's applications will be ranked by CRCOG and compared versus all of the projects in the region that are submitted. The total funding for the two solicitations will be \$29.5 million (\$23.6 million Federal funding). Phase 1 funding consists of \$4 million (\$3.2 million Federal funding) is reserved exclusively for Pavement Rehabilitation projects and Stand-Alone Sidewalk projects to in-fill immediate STP-Urban program needs. Phase 2 funding consists of \$25.5 million (\$20.4 million Federal funding) is reserved for a standard solicitation for all eligible STP-Urban projects. Phase 2 projects are anticipated to be constructed with STP-urban program funds for Federal Fiscal Years 2016+. Phase 2 funding applications are due July 17, 2013 and include a Town Council resolution in support of the project. The projects will be funded by rankings until total funding for each phase is exhausted. The maximum funding that East Hartford can secure under this solicitation is a total of \$2.5 million for Phase 2.

One of the Town's three Phase 2 funding applications is the Tolland Street Reconstruction Project. The project involves the total reconstruction of 1,121 l.f. of roadway from School Street intersection east to approximately Francis Street. The work includes installation of granite curbing, 5' wide sidewalks on both sides of the street along with ADA compliant sidewalk ramps, new pavement markings and minor restoration work. Also included in this project is the structural lining of 1,192 l.f. of 24"-36" ACCMP storm drainage pipe which was installed in 1978-1979. The method of structural lining we are proposing to utilize is C.C.C.P. (Centrifugally-Cast Concrete Pipe). The project does not require real estate acquisition. The funding formula will be 80% Federal share 10% State share and 10% Local share with a cap of \$2.5 million. In anticipation of the STP funding solicitation, the recently approved 2012 bond referendum for the road improvement program included a line item to cover the Town's share of a STP Urban project.

The Town has selected roadways which are eligible and we feel will rank well under CRCOG's ranking system. The project limits for each of the project was determine by the funding limits set by CRCOG. The three projects for Phase 2 will be submitted to meet CRCOG's July 17th deadline.

The following information is supplied for your information.

1. The Tolland Street funding application (hard copy & CD)
2. Copy of the Tolland Street Design Plans
3. Sample Town Council Resolution

Please request that the necessary the item be placed on the Town Council's Agenda for June 18, 2013. The Town Council needs to pass a resolution in support of the Town's grant application for Tolland Street. The documentation must be submitted to Mayor's office prior to June 7<sup>th</sup> to make the June 18<sup>th</sup> agenda.

Please call if you have any questions or need any additional information. Thank you for your assistance.


xc: Denise Horan, Town Engineer

Stp funding

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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

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: CRCOG Funding Application – Brewer Street

The Town has been given to the opportunity to make application to CRCOG for funding under Phase 2 of the STP Urban System Project.

Attached is a memo from Tim Bockus, Director of Public Works, requesting that the Town Council approve making application for funding to fully reconstruct parts of Brewer Street, including replacing the storm drainage system, granite curbing and ADA compliant sidewalk ramps.

Also included is a memo from our Civil Engineer, the actual application and the Brewer Street design plans for your review.

Please place this information on the Town Council agenda for June 18, 2013 and authorize by adopting the attached Resolution to allow the town to move forward with this application for funding.

C: T. Bockus, Director, Public Works  
D. Horan, Town Engineer  
M. Walsh, Director, Finance

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD,  
CT.

I, Angela M. Attenello, duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the \_\_\_ day of June 2013.

RESOLVED: that the East Hartford Town Council Strongly supports the Reconstruction of Brewer Street-Phase III and the submittal of an application to the Capitol Region Council of Governments Transportation Committee for possible funding.

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


IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Angela M. Attenello

\_\_\_\_\_  
Date

**MEMORANDUM**

**TO:** Mayor Marcia A. Leclere

**FROM:** Tim Bockus, Public Works Director 


**DATE:** June 7, 2013

**RE:** Referral to Town Council  
STP Urban System Project  
CRCOG Funding Application (Phase 2)  
Brewer Street Reconstruction - Phase III

The Engineering Division has developed a funding application for submittal to the Capitol Region Council of Government (CRCOG) for the above referenced project. Attached you will find the funding application and a sample resolution for Town Council to indicate their support of the application. One hard copy of the application package, as well as an electronic version of the documents, is provided for the Town Council's use. The application must contain the final resolution for submittal to CRCOG no later than July 17, 2013.

Please request that the resolution is placed on the upcoming Town Council agenda. Thank you for your assistance.

**TOWN OF EAST HARTFORD  
DEPARTMENT OF PUBLIC WORKS • ENGINEERING DIVISION  
INTEROFFICE MEMORANDUM**

**TO:** Tim Bockus, Director of Public Works  
**FROM:** Douglas R. Wilson, P.E., Civil Engineer   
**DATE:** June 7, 2013  
**RE:** STP Urban Funding Application for Brewer Street Reconstruction Phase III

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As you know, the Town is submitting three (3) applications to CRCOG for Phase 2 STP Urban funding which is the maximum number of applications allowed the Town. The Town's applications will be ranked by CRCOG and compared versus all of the projects in the region that are submitted.

CRCOG's total funding for the two phases of funding will be \$29.5 million (\$23.6 million Federal funding). Phase 1 funding consisted of \$4 million (\$3.2 million Federal funding) was reserved exclusively for Pavement Rehabilitation projects and Stand-Alone Sidewalk projects to in-fill immediate STP-Urban program needs. Phase 2 funding consists of \$25.5 million (\$20.4 million Federal funding) reserved for a standard solicitation for all eligible STP-Urban projects. Phase 2 projects are anticipated to be constructed with STP-urban program funds for Federal Fiscal Years 2016+. Phase 2 funding applications are due July 17, 2013 and must include a Town Council resolution in support of the project. The projects will be funded by rankings until total funding for each phase is exhausted. The maximum funding that East Hartford can secure under this solicitation is a total of \$2.5 million for Phase 2. The Town has selected roadways which are eligible and we feel will rank well under CRCOG's ranking system. The project limits for each of the project was determine by the funding limits set by CRCOG.

One of the Town's three (3) Phase 2 funding applications is the Brewer Street Reconstruction Project (Phase III). The project involves complete reconstruction of Brewer Street from the eastern terminus of Phase I (previously funded) which is just east of Glenn Road to a point just east of Jefferson Lane. The work includes full roadway reconstruction, a replacement storm drainage system, new granite curb, replacement sidewalks, and ADA compliant sidewalk ramps. The funding formula will be 80% Federal share, 10% State share and 10% Local share. In anticipation of the STP funding solicitation, the recently approved 2012 bond referendum for the road improvement program included a line item to cover the Town's share of a STP Urban project.

The following information is supplied for your use.

1. The Brewer Street Phase III funding application (hard copy & CD)
2. Sample Town Council Resolution

Please request that the Mayor place the support resolution on the Town Council's Agenda for June 18, 2013. The documentation must be submitted to Mayor's office prior to June 7<sup>th</sup> to make the June 18<sup>th</sup> agenda.


Please call if you have any questions or need any additional information. Thank you for your assistance.



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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

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: CRCOG Funding Application – Park Avenue

The Town has been given to the opportunity to make application to CRCOG for funding under Phase 2 of the STP Urban System Project.

Attached is a memo from Tim Bockus, Director of Public Works, requesting that the Town Council approve making application for funding to mill and pave the roadway from the School Street intersection west to just before the railroad tracks. This includes ADA compliant sidewalk ramps, pavement markings and minor restoration work.

Also included is a memo from our Engineering Technician, the actual application and the Park Avenue design plans for your review.

Please place this information on the Town Council agenda for June 18, 2013 and authorize by adopting the attached Resolution to allow the town to move forward with this application for funding.

C: T. Bockus, Director, Public Works  
D. Horan, Town Engineer  
M. Walsh, Director, Finance

I, Angela M. Attenello, duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 18<sup>th</sup> day of June 2013.

RESOLVED: that the East Hartford Town Council supports the Park Avenue Pavement Rehabilitation Project and the submittal of an application to the Capitol Region Council of Governments Transportation Committee for possible funding.


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

IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this xxth day of June, 2013.

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Angela M. Attenello  
Town Council Clerk

TO: Tim Bockus, Public Works Director

FROM: Greg Mahoney, Engineering Technician 

DATE: June 6, 2013

RE: STP Urban System Project  
CRCOG Phase 2 Funding Application  
Park Avenue Pavement Rehabilitation Project

The Town will submit one funding application under the first phase of the above referenced program. CRCOG allows the 29 member Towns to submit a maximum of three applications for Phase 2. The Town is planning on submitting three applications for Phase 2 which is the maximum allowed per Town. The Town's applications will be ranked by CRCOG and compared versus all of the projects in the region that are submitted. The total funding for the two solicitations will be \$29.5 million (\$23.6 million Federal funding). Phase 1 funding consists of \$4 million (\$3.2 million Federal funding) is reserved exclusively for Pavement Rehabilitation projects and Stand-Alone Sidewalk projects to in-fill immediate STP-Urban program needs. Phase 2 funding consists of \$25.5 million (\$20.4 million Federal funding) is reserved for a standard solicitation for all eligible STP-Urban projects. Phase 2 projects are anticipated to be constructed with STP-urban program funds for Federal Fiscal Years 2016+. Phase 2 funding applications are due July 17, 2013 and include a Town Council resolution in support of the project. The projects will be funded by rankings until total funding for each phase is exhausted. The maximum funding that East Hartford can secure under this solicitation is a total of \$2.5 million for Phase 2.

One of the Town's three Phase 2 funding applications is the Park Avenue Pavement Rehabilitation Project. The project involves the Milling and Paving of 4,505 l.f. of roadway from School Street intersection west to just short of the railroad tracks. The work includes ADA compliant sidewalk ramps, new pavement markings and minor restoration work. The State of Connecticut is non participating for pavement rehabilitation projects. The funding formula will be 80% Federal share and 20% Local share with a cap of \$1.0 million. In anticipation of the STP funding solicitation, the recently approved 2012 bond referendum for the road improvement program included a line item to cover the Town's share of a STP Urban project.

The Town has selected roadways which are eligible and we feel will rank well under CRCOG's ranking system. The project limits for each of the project was determine by the funding limits set by CRCOG. The three projects for Phase 2 will be submitted to meet CRCOG's July 17th deadline.

The following information is supplied for your information.

1. The Park Avenue funding application (hard copy & CD)

2. Copy of the Park Avenue Design Plans
3. Sample Town Council Resolution

Please request that the necessary the item be placed on the Town Council's Agenda for June 18, 2013. The Town Council needs to pass a resolution in support of the Town's grant application for Park Avenue. The documentation must be submitted to Mayor's office prior to June 7<sup>th</sup> to make the June 18<sup>th</sup> agenda.


Please call if you have any questions or need any additional information. Thank you for your assistance.

xc: Denise Horan, Town Engineer

Stp funding

**MEMORANDUM**

**TO:** Mayor Marcia A. Leclerc

**FROM:** Tim Bockus, Public Works Director 

**DATE:** June 6, 2013

**RE:** Referral to Council  
STP Urban System Project  
CRCOG Funding Application-Phase 2  
Park Avenue Pavement Rehabilitation Project


The Engineering Division developed a funding application to the Capitol Region Council of Government (C.R.C.O.G.) for the above referenced project. The funding application, construction plans as well as a sample resolution for the Town Council in support of the project. One hard copy of the application package as well as an electronic version of the documents is provided for the Town Council's use. The funding application requires that the Town Council provide a resolution supporting the project. The resolution must be submitted to C.R.C.O.G. by July 17, 2013.

Please request that necessary resolution is placed on the upcoming Town Council agenda. Thank you for your assistance.

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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

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**DATE:** June 11, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** APPROVAL: Rooftop Solar Panel Agreements


Attached are five agreements for roof top solar panel installation at the locations noted in the memo from Richard Gentile, Assistance Corporation Counsel.

I am requesting that these agreements be placed on the agenda for the June 18, 2013 meeting to be approved for signing.

Thank you.

**C:** R. Gentile, Assistant Corporation Counsel  
M. Walsh, Finance Director

# OFFICE OF CORPORATION COUNSEL

Date : May 29, 2013  
To : Mayor Leclerc  
From : Richard Gentile   
Re : Easements: Rooftop Solar Panels

I attach copies of five easement agreements for the roof top solar panel installations at the following locations:

1. 50 Chapman Place (Community Cultural Center)
2. 1235 Forbes Street (Goodwin School)
3. 31 School Street (Public Safety Complex)
4. 15 Mercer Avenue (Silver Lane School)
5. 110 Long Hill Drive (Woodland School)

The easements will grant WR-TGC Solar XI LLC the exclusive right to place solar panels on the roofs of the above facilities and a general non-exclusive right to enter the various properties for the purpose of installation and repair of the solar panels.

I would ask that these five easements be placed on the Town Council's agenda for its June 18<sup>th</sup> meeting. WR-TGC has informed me that in order to stay on schedule and begin installations this summer, these easements need to be approved prior to July 1. Accordingly, I respectfully request that the Town Council act as a committee of the whole to approve the easements. I suggest the following motion:

Move: That the Town Council, acting as a committee of the whole for the Real Estate Acquisition and Disposition Committee and waiving the disposition requirements contained in Town Ordinances Section 10-19(c), authorizes the Mayor to enter into Easement Agreements in the form of the easements presented to the Town Council at this June 18, 2013 meeting, on the following properties:

1. 50 Chapman Place (Community Cultural Center)
2. 1235 Forbes Street (Goodwin School)
3. 31 School Street (Public Safety Complex)
4. 15 Mercer Avenue (Silver Lane School)
5. 110 Long Hill Drive (Woodland School)

By copy of this memo, I am also asking Tim Bockus to do an 8-24 referral to the Town's Planning and Zoning Commission.

CC: Tim Bockus



TRUE GREEN CAPITAL

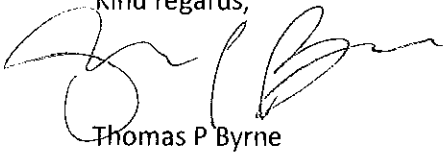
May 23, 2013

Richard P. Gentile  
Assistant Corporation Counsel  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Rich,

Enclosed, please find 2 copies of each easement agreement for the rooftop solar installations (10 total).  
Please have signed and notarized, and return one copy of each to my attention.

Kind regards,



Thomas P Byrne

True Green Capital Management LLC

MAY 24 2013

**Recording Requested by  
And when Recorded Return to:**

WR-TGC Solar Generation XI LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made as of May \_\_, 2013 by and between **the Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XI LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

Recitals

A. Grantor owns certain real property known or formerly known as Center School with an address of 50 Chapman Street, East Hartford, Connecticut 06108 (the "Grantor Property") as more particularly described on Exhibit A (the "Plan").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property as more particularly shown as "Proposed Easement Area" on the Plan (the "Easement Area") for the purposes set forth in Paragraph 1 hereof. The Easement Area is legally described in Exhibit A attached hereto and by this reference incorporated herein.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on Grantor's Property (the "Easement Area") for the purpose of the installation, operation, maintenance, and removal of the System ("Construction of the System"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited

purposes set forth above, and subject to the conditions contained herein, the Easement is an exclusive easement in respect of the portions of the Easement Area in which the System is installed, and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Construction of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 10<sup>th</sup> day of October, 2012, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply to the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If

applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

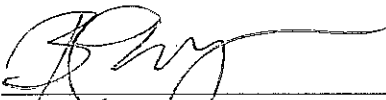
Grantor: TOWN OF EAST  
HARTFORD

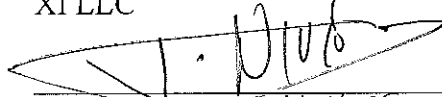
\_\_\_\_\_  
Witness

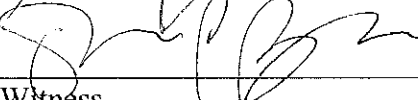
\_\_\_\_\_  
By: Marcia A. Leclerc  
Its: Mayor

\_\_\_\_\_  
Witness

Grantee: WR-TGC Solar Generation  
XI LLC

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
By: ~~PANOS NINIOS~~  
Its: ~~PRESIDENT~~

  
\_\_\_\_\_  
Witness

STATE OF CONNECTICUT :  
: ss. East Hartford  
COUNTY OF HARTFORD :

On this the \_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned officer, personally appeared Marcia A. Leclerc who acknowledged herself to be the Mayor of the Town of East Hartford, a municipal corporation, and that she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the municipal corporation.

\_\_\_\_\_  
Notary Public  
Commissioner of The Superior Court

STATE OF Connecticut :

COUNTY OF Fairfield :

ss. WESTPORT

On this the 22<sup>nd</sup> day of May, 2013, before me, the undersigned officer, personally appeared Panos Ninos who acknowledged himself to be the President of WR-TGC Solar Generation XI LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.

**CARISSA A. COSTELLO**  
**NOTARY PUBLIC**  
**State of Connecticut**  
**My Commission Expires**  
**March 31, 2017**

Carissa A. Costello  
Notary Public

EXHIBIT ALAND DESCRIPTION  
50 CHAPMAN PLACE  
(CULTURAL CENTER)

First Piece: A triangular shaped piece of land north of Chapman Street, as this dedicated to the public, and south of land belonging to said town of East Hartford formerly known as the high school lot; the boundary line begins at a stone at the intersection of the north line of Chapman Street with the west line of Main Street, said stone being at the southeast corner of land of the town of East Hartford; thence westerly along the south line of land of the town of East Hartford, two hundred (200) feet to a boundary stone; thence southerly on the west boundary line of land of the town of East Hartford, produced southerly five and five-tens (5.50) feet to a stake on the north line of Chapman Street; thence easterly two hundred and eighteen one hundredths (200.18) feet to the place of beginning, bounded North by land of the town of East Hartford; West by land of the grantor; and South by Chapman Street.

Second Piece: The boundary line begins at a stone at the northwest corner of said second piece, said stone being on the east boundary line of land now or formerly of the estate of William L. Hunting, and to the southwest corner of land now or formerly of Clinton B. Ripley; thence easterly along the south boundary of land formerly belonging to Clinton B. Ripley one hundred sixty-four and five one hundredths (164.05) feet to a boundary stone on the east line of Sherman Avenue; thence by angle to left one degree, forty-seven minutes ( $1^{\circ} 47''$ ) a distance of one hundred twenty-three and three-tenths (123.30) feet to a boundary stone; thence by angle to right three degrees, thirty minutes ( $3^{\circ} 30''$ ) a distance of twenty-six and seven-tenths (26.70) feet to a boundary stone; thence by angle to right eighty-seven degrees, twenty-seven minutes ( $87^{\circ} 27''$ ) a distance of one hundred forty-two and ninety-five one-hundredths (142.95) feet to a boundary stone on the north line of Chapman Street as this day dedicated to the public; thence continuing in the same straight line one hundred eighty-two and ninety-five (182.95) feet to a stone on the north line of land now or formerly of Lawrence D. Forbes; thence by angle to right ninety degrees, twenty minutes ( $90^{\circ} 20''$ ) a distance of one hundred seventy-eight and thirty-five one-hundredths (178.35) feet to a maple tree; thence by angle to right one degree, seven minutes ( $1^{\circ} 7''$ ) a distance of one hundred seventy-three and sixty-eight one hundredths (173.68) feet to a boundary stone; thence by angle to right ninety-five degrees, seventeen minutes ( $95^{\circ} 17''$ ) a distance of three hundred twenty-four and three-tenths (324.30) feet to a place of beginning.

Bounded north by land of Henry Carson, Sherman Avenue and land now or formerly of the estate of J. W. Roberts; East by other land of the grantor, and by Chapman Street; South by land now or formerly of Lawrence Forbes, and land now or formerly of the estate of William L. Hunting; West by land now or formerly of William L. Hunting.

Third Piece: Beginning at a point at the southwest corner of land now or formerly of Edward W. Kearns, known as the High School Lot, thence westerly one and fifteen one hundredths (1.15) feet; thence northerly one hundred and twenty three and four tenths (123.4) feet; thence easterly fifteen and one tenth (15.1) feet; thence southerly one hundred and twenty four and one tenth (124.1) feet to place of beginning.



EXHIBIT A (cont'd)

Bounded north by land formerly of Kate M. Fuller, east by land now or formerly of Edward W. Kearns, south by second piece herein conveyed, and west by land formerly of grantor.

Fourth Piece: Beginning at a point in the north line of Richard Road at the southeast corner of Lot #13 as shown on map in Town Clerk's Office entitled "Map #2, property of E. W. Kearns, East Hartford, Connecticut, Scale 1" = 50', April, 1926, C. H. Olmsted, Engineer." Thence northerly twenty six and six tenths (26.6) feet; thence easterly one hundred seventy three and sixty eight one hundredths (173.68) feet; thence southerly twenty three and one hundredth (23.01) feet; thence westerly one hundred seventy seven and twenty seven one hundredths (177.27) feet, to place of beginning.

Bounded north by third piece above described and other land now or formerly of Edward W. Kearns; east by other land now or formerly of Edward W. Kearns; south by Richard Road and west by Lot #13 above described.

Fifth Piece: A triangular piece or parcel of land, bounded and described as follows: Commencing at a merestone set at the northeast corner of the land herein conveyed, the same being the northwest corner of land heretofore conveyed by Carline C. Hammer to said town; thence running southerly 199.95 feet to a point on the line between land of said town as aforesaid and the grantor making the divisional line between and distributed from the estate of William L. Hunting to said grantor and the Heinchliffe children; thence northerly 158.88 feet to a point in the south line of a proposed new street designated as Fuller Avenue as laid out and shown on Map of Property of F.E. and K.M. Fuller dated December, 1915, made by L. B. Comstock, C.E., on file in the Town Clerk's Office, which point is 16.47 feet easterly from first mentioned line; thence northerly 40 feet to a point in the north line of said Fuller Ave.; thence by right angle easterly along said north line of Fuller Avenue, 20.61 feet, more or less, as scaled on said map, to the place of beginning; bounded easterly land of said town and west and north by other land of said Fuller; a strip 40 feet wide on the north side of premises conveyed, embraced in the layout of said Fuller Avenue as shown on said map, being conveyed solely for the purpose of a public highway as hereinafter set forth. The essential consideration of this conveyance is that the said town has caused to be laid out, worked and dedicated to and for public travel a highway 40 feet wide over and along the north side of the land herein conveyed from the east line to the west line thereof and extending the same width easterly along the north side of the tract of land conveyed by said Hammer to said town; and thence southerly 40 feet wide along the east side of said tract as far as the south line of Chapman Street, so called, produced.

**Recording Requested by  
And when Recorded Return to:**

WR-TGC Solar Generation XI LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made as of May \_\_\_, 2013 by and between **the Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XI LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

Recitals

A. Grantor owns certain real property known or formerly known as Goodwin Elementary School with an address of 1235 Forbes Street, East Hartford, Connecticut 06108 (the "Grantor Property") as more particularly described on Exhibit A (the "Plan").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property as more particularly shown as "Proposed Easement Area" on the Plan (the "Easement Area") for the purposes set forth in Paragraph 1 hereof. The Easement Area is legally described in Exhibit A attached hereto and by this reference incorporated herein.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on Grantor's Property (the "Easement Area") for the purpose of the installation, operation, maintenance, and removal of the System ("Construction of the System"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited

purposes set forth above, and subject to the conditions contained herein, the Easement is an exclusive easement in respect of the portions of the Easement Area in which the System is installed, and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Construction of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 10<sup>th</sup> day of October, 2012, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply to the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If

applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

**[remainder of page intentionally left blank; signature page follows]**



STATE OF Connecticut :

COUNTY OF Fairfield :

ss. Westport, CT

On this the 22<sup>d</sup> day of May, 2013, before me, the undersigned officer, personally appeared Ponos Ninos who acknowledged himself to be the President of WR-TGC Solar Generation XI LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.

**CARISSA A. COSTELLO**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
March 31, 2017

Carissa A. Costello  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION  
1235 FORBES STREET  
(GOODWIN ELEMENTARY SCHOOL)

All those certain parcels of land situate, lying and being in the Town of East Hartford, County of Hartford, State of Connecticut, more particularly bounded and described as follows:

Parcel No. 1

Beginning at a merestone at the intersection of the west line of Home Terrace with the west line of Highview Street; thence running north  $87^{\circ} 30' W.$  a distance of 168 feet; thence running north  $2^{\circ} 30' E.$  a distance of 188.30 feet to the south line of Community Street; thence running south  $87^{\circ} 30' E.$  a distance of 153 feet to the p.c. of a curve, having a radius of 15 feet; thence running along the arc of said curve a distance of 23.56 feet to the west line of Home Terrace; thence running south  $2^{\circ} 30' W.$  a distance of 173.30 feet to the point of beginning.

Parcel No. 2

Beginning at a EHSB set in the westerly side of Forbes Street at the southeasterly corner of land now or formerly of Ann M. Schaefer; running thence along the southerly boundary line of said land of Schaefer North 88 degrees 03 minutes 20 seconds West 680.21 feet to an iron pipe set at a corner of land now or formerly of A. L. Ulrich; thence along a boundary line of said land of Ulrich North 87 degrees 56 minutes 20 seconds West 497.22 feet to an iron pipe set in a boundary line of the land of said A. L. Ulrich; thence along said boundary line of Ulrich South 6 degree 01 minutes 40 seconds East 312.15 feet to an iron pipe set at a corner of land now or formerly of H. A. Whitmore; thence along a boundary line of said land of Whitmore South 27 degrees 15 minutes 20 seconds East 162.71 feet to a point; thence South 88 degrees 03 minutes 20 seconds East 760.86 feet to a point; thence North 13 degrees 15 minutes East 407.94 feet to a point; thence South 88 degrees 03 minutes 20 seconds East 203.91 feet to a point in the westerly side of Forbes Street; thence along the westerly side of Forbes Street North 13 degrees 15 minutes East 50.98 feet to the point or place of beginning.

Parcel No. 3

Beginning at a point in the westerly side of Forbes Street located at a distance of 50.98 feet south of an EHSB in said westerly side of Forbes Street at the southeasterly corner of land now or formerly of Ann M. Schaefer; thence along the westerly side of Forbes Street South 13 degrees 15 minutes West 407.94 feet to a EHSB located at the northeasterly corner of land now or formerly of said Mary Rival North 88 degrees 03 minutes 20 seconds West 203.91 feet to a point located at land of the United State of America; thence along the boundary line of said land North 13 degrees 15 minutes East 407.94 feet to a point; thence still along land of the United of America South 88 degrees 03 minutes 20 second East 203.91 feet to the point or place of beginning.



**Recording Requested by  
And when Recorded Return to:**

WR-TGC Solar Generation XI LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made as of May \_\_\_\_, 2013 by and between **the Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XI LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

Recitals

A. Grantor owns certain real property known or formerly known as Public Safety Complex with an address of 31 School Street, East Hartford, Connecticut 06108 (the "Grantor Property") as more particularly described on Exhibit A (the "Plan").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property as more particularly shown as "Proposed Easement Area" on the Plan (the "Easement Area") for the purposes set forth in Paragraph 1 hereof. The Easement Area is legally described in Exhibit A attached hereto and by this reference incorporated herein.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on Grantor's Property (the "Easement Area") for the purpose of the installation, operation, maintenance, and removal of the System ("Construction of the System"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited

purposes set forth above, and subject to the conditions contained herein, the Easement is an exclusive easement in respect of the portions of the Easement Area in which the System is installed, and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Construction of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 10<sup>th</sup> day of October, 2012, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply to the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If

applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]



STATE OF Connecticut

COUNTY OF Fairfield

ss. Westport, CT

On this the 22<sup>nd</sup> day of May, 2013, before me, the undersigned officer, personally appeared Panos Nikias who acknowledged himself to be the President of WR-TGC Solar Generation XI LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.

Carissa A. Costello  
Notary Public

**CARISSA A. COSTELLO**  
**NOTARY PUBLIC**  
**State of Connecticut**  
**My Commission Expires**  
**March 31, 2017**

EXHIBIT A

LEGAL DESCRIPTION  
31 SCHOOL STREET  
(PUBLIC SAFETY COMPLEX)

A certain tract of land in the Town of East Hartford bounded and described as follows:

Beginning at a point in the northerly line of Burnside Avenue, which point is three hundred eighteen and nine one-hundredths (318.09) feet west of the southwest corner of School Street and Burnside Avenue, measured along the northerly line of Burnside Avenue, thence northerly four hundred eighty-six and ninety-five one hundredths (486.95) feet, more or loss, to a point at the northwesterly corner of property of the Town of East Hartford, thence easterly one hundred fifteen and forty-five one-hundredths (115.45) feet to a point, thence northerly along the westerly boundary line of land now or formerly of Joseph Steele one hundred sixty-one and ninety-three one-hundredths (161.93) feet to a point, thence easterly along the northerly boundary line of land of said Steele one hundred thirty-four and fifty-five one-hundredths (134.55) feet to a point in the westerly line of School Street, thence northerly along the westerly line of School Street, thence three hundred ninety-three and thirty-five one-hundredths (393.35) feet to a point in the southerly line of Tolland Street, thence westerly along the southerly line of Tolland Street three hundred thirty-two and sixteen one-hundredths (332.16) feet to a merestone, thence southerly one thousand two and thirty-five one-hundredths (1002.35) feet more or less, to a point in the northerly line of Burnside Avenue, thence easterly along the northerly line of Burnside Avenue one hundred fifty-six and fourteen one-hundredths (156.14) feet to the point of beginning. Said premises are bounded:

- NORTHERLY        by Tolland Street;
- EASTERLY        by School. Street, land now or formerly of Joseph Steele, land now or formerly of the Town of East Hartford (Burnside School and playground) and land now or formerly of Clarence H. Wickham and/or Wickham Memorial Library, in part by each;
- SOUTHERLY       by Burnside Avenue, land of the Town of East Hartford, and land now or formerly of Joseph Stool<sup>o</sup>, in part by each; and
- WESTERLY        by various owners.

**Recording Requested by  
And when Recorded Return to:**

WR-TGC Solar Generation XI LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made as of May \_\_, 2013 by and between **the Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XI LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

Recitals

A. Grantor owns certain real property known or formerly known as Silver Lane Elementary School with an address of 15 Mercer Avenue, East Hartford, Connecticut 06108 (the "Grantor Property") as more particularly described on Exhibit A (the "Plan").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property as more particularly shown as "Proposed Easement Area" on the Plan (the "Easement Area") for the purposes set forth in Paragraph 1 hereof. The Easement Area is legally described in Exhibit A attached hereto and by this reference incorporated herein.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on Grantor's Property (the "Easement Area") for the purpose of the installation, operation, maintenance, and removal of the System ("Construction of the System"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited



purposes set forth above, and subject to the conditions contained herein, the Easement is an exclusive easement in respect of the portions of the Easement Area in which the System is installed, and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Construction of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 10<sup>th</sup> day of October, 2012, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply to the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If

applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]



STATE OF Connecticut :

COUNTY OF Fairfield :

ss. WELLPOL, CT

On this the 22<sup>d</sup> day of May, 2013, before me, the undersigned officer, personally appeared Panos Ninos who acknowledged himself to be the President of WR-TGC Solar Generation XI LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.

Carissa A. Costello  
Notary Public

**CARISSA A. COSTELLO**  
**NOTARY PUBLIC**  
**State of Connecticut**  
**My Commission Expires**  
**March 31, 2017**

EXHIBIT A

LEGAL DESCRIPTION  
15 MERCER AVENUE  
(SILVER LANE SCHOOL)

A certain piece or parcel of land, situated in the Town of East Hartford and bounded and described as follows:-Beginning at a boundary stone in the west line of a highway - land for which was deeded to the Town of East Hartford by deed of even date herewith - said stone being three hundred (300) feet southerly of a boundary stone at the intersection of said west line of proposed street with the south line of Silver Street; thence southerly continuing in said west line of said proposed street, three hundred sixty and four-tenths (360.4) feet to a boundary stone; thence by angle to right  $89^{\circ}53'$  sixty and ninety-four one hundredths (60.94) feet to a boundary stone; thence by angle to left  $0^{\circ}12'$  three hundred fifty-five and four-tenths (355.4) feet to a boundary stone on the east line of land of Louis Sylvester; thence northerly along said Sylvester's east line five hundred forty-six and fifty-five one-hundredths (546.55) feet to a boundary stone on the south line of Silver Street; thence easterly along said south line of Silver Street about one hundred ninety and three-tenths (190.3) feet to an iron pipe at the northwest corner of land of E. Miner; thence southerly along said E. Miner's west line and along property of Josiah H. Smith Estate, partly by each, about two hundred ninety-one and four-tenths (291.4) feet to a boundary stone; thence by angle to left  $90^{\circ}$  two hundred sixty and ninety-one one-hundredths (260.91) feet to a boundary stone at the place of beginning.

Bounded North by Silver Street and land of the Josiah H. Smith Estate, partly by each; Easterly by land of E. Miner, land of Josiah H. Smith Estate and proposed street; south by land of C. R. Risley and land now or formerly of Cozma; and West by land of L. Sylvester.

**Recording Requested by  
And when Recorded Return to:**

WR-TGC Solar Generation XI LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

---

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made as of May \_\_\_\_, 2013 by and between the **Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XI LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

Recitals

A. Grantor owns certain real property known or formerly known as Woodland School with an address of 110 Long Hill Drive, East Hartford, Connecticut 06108 (the "Grantor Property") as more particularly described on Exhibit A (the "Plan").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property as more particularly shown as "Proposed Easement Area" on the Plan (the "Easement Area") for the purposes set forth in Paragraph 1 hereof. The Easement Area is legally described in Exhibit A attached hereto and by this reference incorporated herein.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on Grantor's Property (the "Easement Area") for the purpose of the installation, operation, maintenance, and removal of the System ("Construction of the System"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited

purposes set forth above, and subject to the conditions contained herein, the Easement is an exclusive easement in respect of the portions of the Easement Area in which the System is installed, and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Construction of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 10<sup>th</sup> day of October, 2012, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply to the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If



applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]

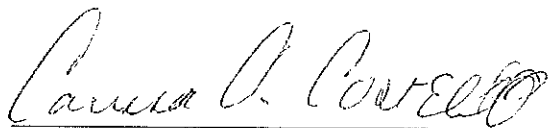


STATE OF Connecticut :

COUNTY OF Fairfield :

ss. Wentport, Ct

On this the 22<sup>nd</sup> day of May, 2013, before me, the undersigned officer, personally appeared PANOS NINIOS who acknowledged himself to be the President of WR-TGC Solar Generation XI LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.



Notary

Public

**CARISSA A. COSTELLO**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
March 31, 2017

EXHIBIT A

LEGAL DESCRIPTION  
110 LONG HILL DRIVE  
(WOODLAND SCHOOL)


A certain piece or parcel of land, together with the improvements thereof and appurtenances thereto, located south of Tolland Street, in the Town of East Hartford, County of Hartford and State of Connecticut, and being more particularly bounded and described as follows, to wit:

Beginning at a point marked by a merestone, which point marks the northwesterly corner of the herein described premises and the southeasterly corner of other land of the Town of East Hartford fronting on the southerly side of Tolland Street; thence running in an easterly direction along other land now or formerly of Kornel Czajkowski and Mary Czajkowski, a distance of three hundred seventy-five (375) feet, more or less, to a merestone marking the northwest corner of land now or formerly of Case Brothers; thence turning and running in a southeasterly direction along land now or formerly of said Case Brothers, a distance of two hundred fifty-two and two tenths (252.2) feet to a point marked by a merestone; thence turning and running in a southerly direction along land now or formerly of said Case Brothers, a distance of one hundred fourteen and two tenths (114.2) feet to a point marked by a merestone; thence turning and running in a westerly direction in a line which is an extension of the southerly line of premises next westerly and belonging to said Town of East Hartford, a distance of five hundred ninety-eight (598) feet, more or less, to a point marking the southeasterly corner of other land of said Town of East Hartford; thence turning and running in a northerly direction along other land of the said Town of East Hartford, a distance of two hundred eighty-three and seventeen hundredths (283.17) feet to the point or place of beginning.

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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

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**DATE:** 6/13/2013  
**TO:** RICHARD F. KEHOE, TOWN COUNCIL CHAIRMAN  
**FROM:** MAYOR MARCIA A. LECLERC   
**RE:** APPROVAL: FREE STANDING SOLAR PANEL AGREEMENTS

---


Attached are four agreements for free standing solar panel installation at the locations noted in the memo from Richard Gentile, Assistant Corporation Counsel.

I am requesting that these items be placed on the Agenda for the June 18<sup>th</sup>, 2013 meeting to be approved for signing.

Thank you.

C: R. Gentile, Assistant Corporation Counsel  
M. Walsh, Finance Director

# OFFICE OF CORPORATION COUNSEL

Date : June 11, 2013  
To : Mayor Leclerc  
From : Richard Gentile   
Re : Easements: Solar Panel Canopies

I attach copies of four easement agreements for the free standing solar panel installations at the following locations:

1. 857 Forbes Street (IB Academy)
2. 52 Farm Drive (O'Brien School)
3. 301 May Road (O'Connell School)
4. 40 Remington Road (Anna E. Norris School)

The easements will grant WR-TGC Solar XI LLC the exclusive right to place solar panel canopies at the above facilities and a general non-exclusive right to enter the various properties for the purpose of installation and repair of the solar panel canopies.

I would ask that these four easements be placed on the Town Council's agenda for its June 18<sup>th</sup> meeting. WR-TGC has informed me that in order to stay on schedule and begin installations this summer, these easements need to be approved prior to July 1. Accordingly, I respectfully request that the Town Council act as a committee of the whole to approve the easements. I suggest the following motion:

Move: That the Town Council, acting as a committee of the whole for the Real Estate Acquisition and Disposition Committee and waiving the disposition requirements contained in Town Ordinances Section 10-19(c), authorizes the Mayor to enter into Easement Agreements in the form of the easements presented to the Town Council at this June 18, 2013 meeting, on the following properties:

1. 857 Forbes Street (IB Academy)

2. 52 Farm Drive (O'Brien School)
3. 301 May Road (O'Connell School)
4. 40 Remington Road (Anna E. Norris School)

By copy of this memo, I am also asking Tim Bockus to do an 8-24 referral to the Town's Planning and Zoning Commission.

CC: Tim Bockus  
Al Costa



Recording Requested by  
And when Recorded Return to:

WR-TGC Solar Generation XII LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

---

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of June \_\_, 2013 by and between the **Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XII LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

#### Recitals

A. Grantor owns certain real property known or formerly known as O'Connell School with an address of 301 May Road, East Hartford, Connecticut 06108 (the "Grantor Property").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property (the "Easement Area") as more particularly described on Exhibit A and the survey entitled "Easement/Topographic Survey For True Green Capital Management LLC At O'Connell Elementary School" for 301 May Road, dated June 4, 2013, which will be filed of even date herewith (the "Plan") for the purposes set forth in Paragraph 1 hereof.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

#### Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on the Easement Area for the purpose of the installation, operation, maintenance, and removal of the System ("Construction"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited purposes set forth above, and subject to the

the Easement Area in which the System is installed (AS SHOWN ON SITE PLANS APPROVED BY THE TOWN OF EAST HARTFORD'S PLANNING AND ZONING COMMISSION, WHICH SITE PLANS ARE ON FILE IN THE TOWN'S DEVELOPMENT OFFICE, 740 MAIN STREET, EAST HARTFORD CONNECTICUT), and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Installation, Construction, Maintenance, or Removal of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 3<sup>rd</sup> day of June, 2013, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply with the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production

of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

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7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

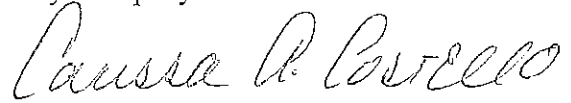
20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]



STATE OF CONNECTICUT :  
: ss. Westport  
COUNTY OF FAIRFIELD :

On this the 11<sup>th</sup> day of June, 2013; before me, the undersigned officer, personally appeared Panos Ninios who acknowledged himself to be the President of WR-TGC Solar Generation XII LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.



Notary

Public

**CARISSA A. COSTELLO**  
**NOTARY PUBLIC**  
**State of Connecticut**  
**My Commission Expires**  
**March 31, 2017**

EXHIBIT A

Legal Description

ALL THAT CERTAIN EASEMENT LOCATED AT THE O'CONNELL ELEMENTARY SCHOOL, 301 MAY ROAD IN THE TOWN OF EAST HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PROPOSED SOLAR PANEL EASEMENT OF THE HEREIN DESCRIBED EASEMENT, THE LINES RUN;

THENCE N 79°-06'-56" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 246.00' TO A POINT;

THENCE S 10°-53'-04" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 42.00' TO A POINT;

THENCE S 79°-06'-56" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 129.48' TO A POINT;

THENCE S 10°-53'-04" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 27.79' TO A POINT;

THENCE N 79°-06'-56" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 17.86' TO A POINT;

THENCE N 10°-53'-04" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 13.50' TO A POINT;

THENCE N 79°-06'-56" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 60.00' TO A POINT;

THENCE S 10°-53'-04" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 37.00' TO A POINT;

THENCE S 79°-06'-56" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 60.00' TO A POINT;

THENCE N 10°-53'-04" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 13.50' TO A POINT;

THENCE S 79°-06'-56" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND, KNOWN AS 301 MAY ROAD, A DISTANCE OF 17.86' TO A POINT;



THENCE S 10°-53'-04" E THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND,  
KNOWN AS 301 MAY ROAD, A DISTANCE OF 27.54' TO A POINT;

THENCE S 78°-34'-00" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND,  
KNOWN AS 301 MAY ROAD, A DISTANCE OF 10.00' TO A POINT;

THENCE N 10°-53'-04" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND,  
KNOWN AS 301 MAY ROAD, A DISTANCE OF 65.42' TO A POINT;

THENCE S 79°-06'-56" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND,  
KNOWN AS 301 MAY ROAD, A DISTANCE OF 106.52' TO A POINT;

THENCE N 10°-53'-04" W THROUGH THE O'CONNELL ELEMENTARY SCHOOL LAND,  
KNOWN AS 301 MAY ROAD, A DISTANCE OF 42.00' TO THE POINT OR PLACE OF  
BEGINNING;

SAID EASEMENT CONTAINS 13,384.4 S.F. OF LAND BY COMPUTATION.

**Recording Requested by  
And when Recorded Return to:**

WR-TGC Solar Generation XII LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of June \_\_, 2013 by and between **the Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XII LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

#### Recitals

A. Grantor owns certain real property known or formerly known as CIBA with an address of 857 Forbes Street, East Hartford, Connecticut 06108 (the "Grantor Property").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property (the "Easement Area") as more particularly described on Exhibit A and the survey entitled "Easement\Topographic Survey For True Green Capital Management LLC At The Connecticut IB Academy" for 857 Forbes Street, dated June 4, 2013, which will be filed of even date herewith (the "Plan") for the purposes set forth in Paragraph 1 hereof.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

#### Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on the Easement Area for the purpose of the installation, operation, maintenance, and removal of the System ("Construction"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited purposes set forth above, and subject to the

the Easement Area in which the System is installed (AS SHOWN ON SITE PLANS APPROVED BY THE TOWN OF EAST HARTFORD'S PLANNING AND ZONING COMMISSION, WHICH SITE PLANS ARE ON FILE IN THE TOWN'S DEVELOPMENT OFFICE, 740 MAIN STREET, EAST HARTFORD CONNECTICUT), and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Installation, Construction, Maintenance, or Removal of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 3<sup>rd</sup> day of June, 2013, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply with the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production

of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]







**EXHIBIT A**  
**Legal Description**

ALL THAT CERTAIN EASEMENT LOCATED AT THE CONNECTICUT IB ACADEMY, 857 FORBES STREET IN THE TOWN OF EAST HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PROPOSED SOLAR PANEL EASEMENT OF THE HEREIN DESCRIBED EASEMENT, THE LINES RUN;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 160.71' TO A POINT;

THENCE N 03°-35'-54" W THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 26.04' TO A POINT;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 10.00' TO A POINT;

THENCE S 03°-35'-54" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 26.04' TO A POINT;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 5.58' TO A POINT;

THENCE S 03°-35'-54" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 46.78' TO A POINT;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 15.78' TO A POINT;

THENCE S 03°-35'-54" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 61.00' TO A POINT;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 10.56' TO A POINT;

THENCE S 03°-35'-54" E THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 69.24' TO A POINT;

THENCE S 86°-24'-06" W THROUGH THE CONNECTICUT IB ACADEMY LAND, KNOWN AS 857 FORBES STREET, A DISTANCE OF 222.64' TO A POINT;

THENCE N 03°-35'-54" W THROUGH THE CONNECTICUT IB ACADEMY LAND,  
KNOWN AS 857 FORBES STREET, A DISTANCE OF 69.24' TO A POINT;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND,  
KNOWN AS 857 FORBES STREET, A DISTANCE OF 10.00' TO A POINT;

THENCE N 03°-35'-54" W THROUGH THE CONNECTICUT IB ACADEMY LAND,  
KNOWN AS 857 FORBES STREET, A DISTANCE OF 61.00' TO A POINT;

THENCE N 86°-24'-06" E THROUGH THE CONNECTICUT IB ACADEMY LAND,  
KNOWN AS 857 FORBES STREET, A DISTANCE OF 10.00' TO A POINT;

THENCE N 03°-35'-54" W THROUGH THE CONNECTICUT IB ACADEMY LAND,  
KNOWN AS 857 FORBES STREET, A DISTANCE OF 46.78' TO THE POINT  
OR PLACE OF BEGINNING;

SAID EASEMENT CONTAINS 36,249.7 S.F. OF LAND BY COMPUTATION.

Recording Requested by  
And when Recorded Return to:

WR-TGC Solar Generation XII LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of June \_\_, 2013 by and between the Town of East Hartford, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XII LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

#### Recitals

A. Grantor owns certain real property known or formerly known as Norris School with an address of 40 Remington Road, East Hartford, Connecticut 06108 (the "Grantor Property").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property (the "Easement Area") as more particularly described on Exhibit A and the survey entitled "Easement\Topographic Survey For True Green Capital Management LLC At Norris Elementary School" for 40 Remington Road, dated June 4, 2013, which will be filed of even date herewith (the "Plan") for the purposes set forth in Paragraph 1 hereof.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

#### Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on the Easement Area for the purpose of the installation, operation, maintenance, and removal of the System ("Construction"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on

the Easement Area in which the System is installed (AS SHOWN ON SITE PLANS APPROVED BY THE TOWN OF EAST HARTFORD'S PLANNING AND ZONING COMMISSION, WHICH SITE PLANS ARE ON FILE IN THE TOWN'S DEVELOPMENT OFFICE, 740 MAIN STREET, EAST HARTFORD CONNECTICUT), and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Installation, Construction, Maintenance, or Removal of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 3<sup>rd</sup> day of June, 2013, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply with the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production

of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]





STATE OF CONNECTICUT :  
: ss. Westport  
COUNTY OF FAIRFIELD :

On this the 11<sup>th</sup> day of June, 2013, before me, the undersigned officer, personally appeared Panos Ninios who acknowledged himself to be the President of WR-TGC Solar Generation XII LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.



Notary

Public

**CARISSA A. COSTELLO**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
March 31, 2017

EXHIBIT A

Legal Description

ALL THAT CERTAIN EASEMENT LOCATED AT THE NORRIS ELEMENTARY SCHOOL, 40 REMINGTON ROAD IN THE TOWN OF EAST HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE SOUTHERLY PROPOSED SOLAR PANEL EASEMENT OF THE HEREIN DESCRIBED EASEMENT, THE LINES RUN;

THENCE N 85°-31'-12" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 17.50' TO A POINT;

THENCE N 36°-48'-42" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 35.14' TO A POINT;

THENCE S 85°-31'-12" W THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 40.69' TO A POINT;

THENCE N 04°-28'-48" W THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 70.00' TO A POINT;

THENCE N 85°-31'-12" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 37.00' TO A POINT;

THENCE S 04°-28'-48" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 60.00' TO A POINT;

THENCE N 85°-31'-12" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 12.47' TO A POINT;

THENCE N 36°-48'-42" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 38.08' TO A POINT;

THENCE S 89°-09'-19" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 116.75' TO A POINT;

THENCE S 04°-32'-43" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 10.04' TO A POINT;

THENCE N 89°-09'-19" W THROUGH THE NORRIS ELEMENTARY SCHOOL LAND, KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 112.59' TO A POINT;

THENCE S 36°-48'-42" W THROUGH THE NORRIS ELEMENTARY SCHOOL LAND,  
KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 72.64' TO A POINT;

THENCE N 85°-31'-12" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND,  
KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 6.20' TO A POINT;

THENCE S 04°-28'-48" E THROUGH THE NORRIS ELEMENTARY SCHOOL LAND,  
KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 232.71' TO A POINT;

THENCE S 85°-31'-12" W THROUGH THE NORRIS ELEMENTARY SCHOOL LAND,  
KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 37.00' TO A POINT;

THENCE N 04°-28'-48" W ALONG THE NORRIS ELEMENTARY SCHOOL LAND,  
KNOWN AS 40 REMINGTON ROAD, A DISTANCE OF 232.71' TO THE POINT THE  
POINT OR PLACE OF BEGINNING;

SAID EASEMENT CONTAINS 13223.6 S.F. OF LAND BY COMPUTATION.

Recording Requested by  
And when Recorded Return to:

WR-TGC Solar Generation XII LLC  
c/o True Green Capital Management LLC  
18 Kings Highway North  
Westport CT 06880  
Attn: Legal Department

---

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of June \_\_\_, 2013 by and between the **Town of East Hartford**, a Connecticut municipal corporation having an address at 740 Main Street, East Hartford, Connecticut 06108 (the "Grantor") and WR-TGC Solar Generation XII LLC a Delaware limited liability corporation having an address at 750 Lexington Avenue, Suite 1501, New York, New York 10022 ("Grantee").

#### Recitals

A. Grantor owns certain real property known or formerly known as O'Brien School with an address of 56 Farm Drive, East Hartford, Connecticut 06108 (the "Grantor Property").

B. Grantor has agreed to grant to Grantee an easement over on and under specific areas of the Grantor Property (the "Easement Area") as more particularly described on Exhibit A and the survey entitled "Easement\Topographic Survey For True Green Capital Management LLC At O'Brien Elementary School" for 56 Farm Drive, dated June 4, 2013, which will be filed of even date herewith (the "Plan") for the purposes set forth in Paragraph 1 hereof.

C. As used herein the term "System" means the integrated panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring.

#### Agreement

NOW, THEREFORE, for One Dollar (\$1.00) and for the purposes, and in consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee an easement (the "Easement") on the Easement Area for the purpose of the installation, operation, maintenance, and removal of the System ("Construction"), including ingress and egress rights to Grantor Property for Grantee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring servicing the building on Grantor Property. For the specific and limited purposes set forth above, and subject to the

the Easement Area in which the System is installed (AS SHOWN ON SITE PLANS APPROVED BY THE TOWN OF EAST HARTFORD'S PLANNING AND ZONING COMMISSION, WHICH SITE PLANS ARE ON FILE IN THE TOWN'S DEVELOPMENT OFFICE, 740 MAIN STREET, EAST HARTFORD CONNECTICUT), and a non-exclusive easement in common with others in respect of the remaining portions of the Easement Area. Nothing herein shall be construed to grant to the Grantee any incident(s) of ownership over, or a fee interest in the Easement Area. The fee interest at all times shall remain in the Grantor. Grantor also grants an exclusive easement to receive sunlight on the Grantor Property during every hour of each day that sunlight could be received by the Systems as set forth in Section 7.2(f) of the Solar Power Agreement (defined below). Prior to Installation, Construction, Maintenance, or Removal of the System, Grantee shall give Grantor notice of the locations in the Easement Areas that it intends to utilize. In the event Grantor reasonably determines that certain portions of the Easement Area are not suitable or available for use by Grantee, Grantor and Grantee shall work to identify alternative locations in the Easement Area such that the Construction of the System and operation of the Project may continue unimpeded. With respect to Easements on school sites, Construction of the System shall be coordinated and accomplished during non-school hours unless agreed upon by the school district's liaison. With respect to Easements for non-school sites, Construction of the System shall be coordinated and accomplished during the hours agreed upon by Grantee and Grantor.

2. Limitations/Restrictions on Easement. Grantee agrees that the Easement is strictly for the benefit of the System owned by Grantee. The primary purpose of the Easement is to permit the erection, maintenance, repair and removal of the System, and the Grantee agrees to take reasonable measure(s) to protect the Grantor Property from damage caused in connection therewith. The Easement may be used by Grantee, its successors and assigns for the purpose set forth in Paragraph 1 hereof and for no other purpose. In no event shall Grantee use the Easement in any manner or for any purpose which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Grantor Property as a public school. The System shall be repaired and maintained at such times as has been agreed to between Grantor and Grantee pursuant to the terms of a Solar Power and Services Agreement entered into as of the 3<sup>rd</sup> day of June, 2013, a copy of which is on file in the Finance Department of the Town of East Hartford (the "Solar Power Agreement"). The Grantee agrees to comply with the Policies and Regulations established by the Board of Education and civil law as applicable on Grantor Property, including but not limited to, no smoking and drug use policy, and each schools' security policy. Upon request by the Grantor, Grantee shall provide Grantor background checks for all personnel that will be accessing the Easement Area in performance of the erection, maintenance, repair and removal of the System. The Grantee shall employ proper Occupational Safety & Health Administration ("OSHA") worker safety practices in accordance to OSHA regulations. Until the expiration or termination of this Agreement, the Grantee shall perform daily removal of any debris and materials caused by the Grantee's work. Prior to commencing construction, the Grantee shall provide the Grantor with all plans, designs and other documentation for the design and construction of the System.

3. No Interference With System. Grantor will not take any action, on, in or about the Grantor Property that is likely to adversely affect any portion of the System, the production

of electricity from the System, the performance of the Grantee's obligations under the Solar Power Agreement, or the availability or accessibility of sunlight on or to the Grantor Property. If applicable, Grantor will obtain a subordination and non-disturbance agreement from any third party who now has or may in the future obtain an interest in the Grantor Property including any lenders to Grantor.

4. Personal Property; Not a Fixture. Grantor acknowledges and agrees that Grantee (or one of its affiliates) is the exclusive owner and operator of the System, that all equipment comprising the System shall remain the personal property of Grantee. The Grantor further acknowledges that the System is not a fixture and shall not become fixture, notwithstanding the manner in which any such System is or may be affixed to any real property of Grantor and neither Grantor, any lender to Grantor, or any successor-in-interest of Grantor shall have any right, title or interest in the System or any component thereof, notwithstanding that such System may be physically mounted or adhered to the Grantor Property or structures, buildings and fixtures on the Grantor Property. Grantor acknowledges that Grantee owns all electric energy generated by the System which electric energy has been committed to Grantor under the Solar Power Agreement, and all Environmental Attributes (as defined in the Solar Power Agreement) or other attributes and benefits in connection with the System all as further described in the Solar Power Agreement.

5. Term. The Easement shall expire upon the expiration or termination of the Solar Power Agreement. Grantor may file an affidavit on the Land Records indicating that the term hereof has expired. Grantor's failure to file such an affidavit shall not however, be interpreted to mean that the term of the Easement shall extend beyond the term of the Solar Power Agreement.

6. Grantor Use of Grantor Property. Grantor may make use of the portion of the Grantor Property that is subject to the Easement; provided, however, that such use shall not interfere with the Easement or its intended purposes.

7. Incidental Easement Rights. The Easement includes all incidental and appurtenant surface rights of maintenance, inspection, repair and replacement necessary and appropriate to the exercise of the rights granted under the Easement.

8. Maintenance and Repair. Grantee shall be responsible for the cost of erecting, maintaining, repairing and removing the System within the Easement Area in accordance with the terms of the Solar Power Agreement.

9. Representations and Warranties. Grantor represents to Grantee: (i) that it has good and marketable title to the Grantor Property, (ii) that, to its knowledge there are no Hazardous Substances present on, in or under the Property in violation of any Applicable Law or regulation, and (iii) to its knowledge, there are no site conditions that would adversely affect the ability of the Grantor to install or operate the System.

10. Assignment. Section 13 of the Solar Power Agreement shall govern either Party's assignment of this Agreement.

11. Indemnity and Insurance Requirement. Grantee's Indemnity and Insurance obligations with respect to the System and this Easement will be governed by the Solar Power Agreement.

12. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

13. Benefit. The Easement is not intended to grant rights to the public in general. The Easement and the obligations, rights, benefits and conditions contained herein are covenants for the benefit and burden, as the case may be, of Grantor and Grantee. Grantor shall have the right to temporarily suspend access to the Easement at such times and for such periods as are necessary to prevent a dedication to public use of the Easement.

14. No Other Rights. Except as set pursuant to this Easement, Grantee shall have no right, easement or license to use or occupy any portion of the Grantor Property for the installation, operation or maintenance of the System.

15. Binding Effect. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be considered an original.

17. Conflict With Solar Power Agreement. In the event of any conflict between the terms of this Easement and the terms of the Solar Power Agreement, the Solar Power Agreement shall control.

18. Amendments. Except as set forth in Paragraph 3, this Agreement may only be amended in writing by an amendment hereto executed by both Grantor and Grantee and recorded on the East Hartford Land Records.

19. Notices. All notices relating to this Agreement shall be in writing addressed to the parties at their respective addresses set forth above, and may be delivered in person, telecopied or telexed, sent by overnight express mail or courier service, or sent by registered or certified mail, return receipt requested, postage prepaid. Any party may from time to time change its address by written notice. Each notice given by registered or certified mail shall be deemed delivered on the date of delivery as shown on the return receipt. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State where the Grantor Property is located (without regard to its conflict of laws principles).

[remainder of page intentionally left blank; signature page follows]



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: TOWN OF EAST  
HARTFORD

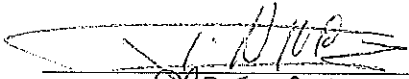
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

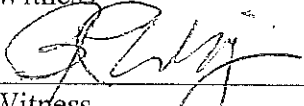
Grantee: WR-TGC Solar Generation  
XII LLC

  
\_\_\_\_\_

  
\_\_\_\_\_

Witness

By: PRESIDENT

  
\_\_\_\_\_

Its: PANOS NIKIADIS

Witness

STATE OF CONNECTICUT :  
: ss. East Hartford  
COUNTY OF HARTFORD :

On this the \_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned officer, personally appeared Marcia A. Leclerc who acknowledged herself to be the Mayor of the Town of East Hartford, a municipal corporation, and that she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the municipal corporation.

\_\_\_\_\_  
Notary Public  
Commissioner of The Superior Court

STATE OF CONNECTICUT :  
: ss. Westport  
COUNTY OF FAIRFIELD :

On this the 11<sup>th</sup> day of June, 2013, before me, the undersigned officer, personally appeared Panos Ninios who acknowledged himself to be the President of WR-TGC Solar Generation XII LLC, a Delaware Limited Liability Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the Limited Liability Company.



Notary

Public

**CARISSA A. COSTELLO**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
March 31, 2017

EXHIBIT A

Legal Description

ALL THAT CERTAIN EASEMENT LOCATED AT THE O'BRIEN ELEMENTARY SCHOOL, 56 FARM ROAD IN THE TOWN OF EAST HARTFORD, COUNTY OF HARTFORD AND STATE OF CONNECTICUT, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE PROPOSED SOLAR PANEL EASEMENT OF THE HEREIN DESCRIBED EASEMENT, THE LINES RUN;

THENCE N 73°-32'-30" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 180.00' TO A POINT;

THENCE S 16°-27'-30" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 40.00' TO A POINT;

THENCE S 73°-32'-30" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 16.50' TO A POINT;

THENCE S 16°-27'-30" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 37.95' TO A POINT;

THENCE S 69°-12'-12" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 92.69' TO A POINT;

THENCE N 74°-24'-28" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 5.57' TO A POINT;

THENCE S 15°-35'-32" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 110.00' TO A POINT;

THENCE N 74°-24'-28" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 55.42' TO A POINT;

THENCE S 15°-35'-32" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 10.00' TO A POINT;

THENCE S 74°-24'-28" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 79.42' TO A POINT;

THENCE N 15°-35'-32" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND, KNOWN AS 56 FARM ROAD, A DISTANCE OF 10.00' TO A POINT;

THENCE S 74°-24'-28" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 14.00' TO A POINT;

THENCE N 15°-35'-32" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 110.00' TO A POINT;

THENCE N 74°-24'-28" E THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 15.57' TO A POINT;

THENCE N 69°-12'-12" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 84.08' TO A POINT;

THENCE N 16°-27'-30" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 42.91' TO A POINT;

THENCE S 73°-32'-30" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 153.50' TO A POINT;

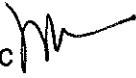
THENCE N 16°-27'-30" W THROUGH THE O'BRIEN ELEMENTARY SCHOOL LAND,  
KNOWN AS 56 FARM ROAD, A DISTANCE OF 40.00' TO THE POINT  
OR PLACE OF BEGINNING;

SAID EASEMENT CONTAINS 13,462.3 S.F. OF LAND BY COMPUTATION.

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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:** June 11, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** BILLBOARD RELOCATION

Attached is a letter from Richard Gentile, Assistant Corporation Counsel, advising that the owners of the billboards located at 275 Connecticut Boulevard are requesting relocating them to 199 Roberts Street. As you can see in the memo, this is allowed under Code of Ordinances Section 3-30(c).


Also included with this information is the actual contract prepared by Attorney Gentile with all the necessary agreements that were negotiated with Martin Motors, LLC, the O'Meara Foundation and the 1900 Corporation, the owners and assignees of the rights to maintain the billboard structures.

I am requesting that these agreements be placed on the agenda for the June 18, 2013 meeting to be approved for signing.

Thank you.

**C:** R. Gentile, Assistant Corporation Counsel  
M. Walsh, Finance Director

# OFFICE OF CORPORATION COUNSEL

Date : June 6, 2013  
To : Mayor Leclerc  
From : Richard Gentile   
Re : Billboards – Connecticut Boulevard

Martin Motors, LLC, the O'Meara Foundation and the 1900 Corporation are the owners and assignees of the rights to maintain the billboard structures currently located at 275 Connecticut Boulevard. They have asked for the Town Council to authorize the relocation of the billboards to a location adjacent to I-84 (on the Freightliner property at 199 Roberts Street). This request is allowed under Code of Ordinances Section 3-30(c).

I have prepared and negotiated the attached contract for your review and Town Council approval. I draw your attention to the following beneficial paragraphs:

- 2. All rights to maintain billboards at the 275 Connecticut Boulevard site will be extinguished pursuant to a written declaration to be recorded on the Town's land records. This means that these billboards will be permanently removed from the Central Business District.
- 3. Adult oriented establishments and sexually oriented business will not be allowed to advertise on the billboards that will be located on I-84.
- 10. The existing billboards will be taken down and the gas station and parking area demolished before the new billboards are constructed.
- 12. The Town will have an ability to utilize the billboards for public service announcements.

The representations and obligations in the contract will be backed up by necessary title searches, opinions of Counsel and the aforementioned written declaration.

If you believe the contract is in order, kindly forward it to the Council for action at their June 18 meeting. I am available to attend that meeting and can prepare a draft resolution should the Chairman so request.

CC: Eileen Buckheit  
Michael Dayton

**DRAFT AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD,  
MARTIN MOTORS, LLC, THE O'MEARA FOUNDATION AND  
THE 1900 CORPORATION RE: RELOCATION OF BILLBOARDS**

June 5, 2013

This agreement is made this \_\_\_\_ day of June, 2013 by and between the Town of East Hartford ("Town") and The 1900 Corporation, Martin Motors, LLC and The O'Meara Foundation, Inc. (collectively referred to as "1900 Corp").

**WHEREAS**, the 1900 Corporation will secure the outdoor advertising rights at certain properties in the Town as the assignee of Martin Motors, LLC and The O'Meara Foundation, Inc.; and

**WHEREAS**, the billboards where such outdoor advertising rights exist currently impact the appearance of certain residential and/or commercial districts;

**WHEREAS**, the Town desires to reduce the overall number of billboards in town through the elimination of existing billboards at the end of their useful life;

**WHEREAS**, the Town's longstanding policy, as articulated through its ordinances, is to reduce the overall number of billboards in town through the elimination of existing billboards at the end of its useful life;

**WHEREAS**, the 1900 Corp is willing to permanently extinguish the outdoor advertising rights it has secured at the existing locations on Connecticut Boulevard, provided it can transfer rights to other locations along portions of Interstate 84 as authorized by Town ordinance and the East Hartford Zoning Regulations; and

**NOW, THEREFORE**, The Town and 1900 Corp hereby agree as follows:

1. Permission to Erect a New Billboard: The Town will grant an exception to the prohibition against construction of new billboards pursuant to Town of East Hartford Code of Ordinance Section 3-30 (c) to allow construction of one billboard structure with two electronic display panels, one electronic display panel facing east to westbound traffic and one electronic display panel facing west to eastbound traffic, to be located on property located at 199 Roberts Street, ("New Billboards") on the location indicated on the attached Site Plan (Exhibit A). The New Billboards will be no larger than 14 feet by 48 feet. In addition, each New Billboard allowed under this Agreement will be subject to the billboard zoning regulations effective August 30, 2006, as amended, a copy of which are attached hereto and incorporated herein as Exhibit B, including but not limited to any necessary site plan approvals.

2. Extinguishment of Rights: Prior to constructing the New Billboards, 1900 Corp will provide to the Town documentation from the owner of the property where the existing billboards are located. Such documentation shall be in a form satisfactory to the Town and will provide evidence of the property owner's intent to permanently extinguish any and all outdoor advertising rights at the following locations:

- a. One billboard located at 275 Connecticut Boulevard (approximately 14' by 48', or 672 square feet);
- b. One billboard located at 275 Connecticut Boulevard on Connecticut Boulevard approximately 300 feet west of South Prospect Street (approximately 10.6' by 22.9', or 242.74 square feet);
- c. One billboard located at 275 Connecticut Boulevard on Connecticut Boulevard approximately 150 feet west of South Prospect Street (approximately 10.6' by 22.9', or approximately 242.74 square feet);
- d. One billboard located at 275 Connecticut Boulevard on Connecticut Boulevard approximately 150 feet west of South Prospect Street (10.6' by 22.9', or approximately 242.74 square feet).

Such documentation shall include, but not be limited to, a written declaration executed by Martin Motors, LLC, The O'Meara Foundation, Inc., The 1900 Corporation and all other parties that have or may claim any interest in outdoor advertising rights at the above locations permanently extinguishing any and all outdoor advertising rights with respect to the above locations (the "Declaration"). The Declaration will affirm that all state and local licenses or permits with respect to the above locations have been terminated and that all necessary summary process proceedings have been successfully concluded with respect to any and all parties claiming an interest in such locations. The Declaration shall become effective only upon the completion of all required local and state permitting of the New Billboards at which time the Declaration shall be recorded in the land records of the Town. The form of the Declaration is attached as Exhibit B.

3. Prohibition on Contract: 1900 Corp agrees that it will not allow any advertisements of adult-oriented establishments or adult cabarets as defined in section 200 of the East Hartford Zoning Regulations, as the same may be amended from time to time or of any sexually oriented business as defined in Section 8-61 of the Town of East Hartford Ordinances, as the same may be amended from time to time, on the New Billboards or any other billboards it may own or control in any fashion in East Hartford.

4. Amendment: This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the Town and 1900 Corp.



5. Severability: The invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

6. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The parties agree to the jurisdiction and venue of the courts located in Hartford Superior Court.

7. Complete Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement.

8. Waiver and Default: A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach of default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9. Transfer and Assignment: This Agreement and rights, duties and obligations accruing to 1900 Corp under this Agreement are not transferable or assignable. Any attempt by 1900 Corp to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement is void. Notwithstanding the foregoing, 1900 Corp or its successor may, upon written notice and consent of the Town which consent shall not be unreasonably withheld, assign its rights and obligations, to an entity which acquires all or substantially all of its assets or which acquires voting control through a purchase or merger.

10. Removal of Existing billboards: 1900 Corp agrees that the billboards listed in paragraph 2, above, will be removed, the existing gas station and asphalt parking area demolished, the underlying property cleared and landscaped to the reasonable satisfaction of the town, and the underlying property's use as offsite parking lot abandoned, within one year of the granting of all permits required by the Town and the State of Connecticut for the construction of the New Billboards and prior to the erection of the New Billboards. In the event that said conditions are not met within said time this Agreement shall, at the option of the Town of East Hartford, be null and void upon thirty (30) days written notice.

11. Indemnification: 1900 Corp will indemnify, defend and hold the town and its officials, officers, agents, and employees harmless from and against any and all cost, expenses, losses, attorney's fees, and liabilities resulting in any way from this Agreement, including but not limited to the claim of the current or future owner(s) of the property where the billboards listed in Paragraph 2 are located any third parties that leasehold, license or property rights have not been extinguished or that there had been an interference with contractual rights.

12. Town Use: The 1900 Corp agrees to allow the Town to use one electronic billboard turn on each New Billboard facing for at least fourteen (14) calendar days each year for public

service announcements. The dates of such use shall vary from year to year based upon availability. The 1900 Corp will bear the reasonable costs for the artwork and installation of such billboard advertising, and there will be no fee for the use of such billboard facing by the Town.

13. Duration: Pursuant to Section 3-30(c)(iii) of Town Ordinances, 1900 Corp agrees to remove the New Billboards no later than forty (40) years from the date of the issuance of a certificate of occupancy for the erection of the new billboard following the granting of permits required for the New Billboards by the Town and State of Connecticut.

**IN WITNESS WHEREOF**, the parties hereto have signed the Agreement as of the date and year act forth above.

**TOWN OF EAST HARTFORD**

**THE 1900 CORPORATION**

\_\_\_\_\_  
By:  
Duly Authorized

\_\_\_\_\_  
By:  
Duly Authorized

**MARTIN MOTORS, LLC**

**THE O'MEARA FOUNDATION, INC.**

\_\_\_\_\_  
By:  
Duly Authorized

\_\_\_\_\_  
By:  
Duly Authorized



EXHIBIT B  
DECLARATION OF TERMINATION  
OF BILLBOARD RIGHTS

Martin Motors, LLC, The O'Meara Foundation, Inc., and The 1900 Corporation, as successor to the interests of Martin Motors, LLC and the O'Meara Foundation, Inc.(the "Declarants") hereby declare their intent to forever extinguish, abandon and terminate the Billboard Rights existing at the following locations:

1. One billboard located at 275 Connecticut Boulevard (approximately 14' by 48', or 672 square feet);
2. One billboard located at 275 Connecticut Boulevard on Connecticut Boulevard approximately 300 feet west of South Prospect Street (approximately 10.6' by 22.9', or 242.74 square feet);
3. One billboard located at 275 Connecticut Boulevard on Connecticut Boulevard approximately 150 feet west of South Prospect Street (approximately 10.6' by 22.9', or approximately 242.74 square feet);
4. One billboard located at 275 Connecticut Boulevard on Connecticut Boulevard approximately 150 feet west of South Prospect Street (10.6' by 22.9', or approximately 242.74 square feet).

As employed herein, the term "Billboard Rights" is defined as the exclusive authority, subject to federal, state and municipal legislative regulatory constraints, to lease, own, maintain and operate billboard structures at specific geographic locations for the purpose of exhibiting signs as a medium to communicate information, publicity, and advertising to the general public.

The Declarants affirm that all municipal, state and federal license and/or permits with respect to the above-listed locations have been terminated and that all necessary summary process proceedings have been successfully concluded with respect to any and all parties known to claim an interest in or possession of outdoor advertising rights at the above-identified locations.

Nothing contained in this declaration shall be construed to limit the rights of the Declarants, their successors and assigns, with respect to the erection, maintenance, repair and replacement of business signs announcing or advertising any business or activity taking place on the premises where the sign is located.

Dated this \_\_\_ day of \_\_\_\_\_, 2013.



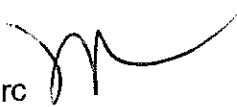




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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

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**DATE:** June 10, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** RESOLUTION: Click It or Ticket Program Reimbursement

Please place the attached Resolution on the Town Council agenda for the June 18, 2013 meeting. If approved by Town Council, the Police Department will apply for reimbursement of funds under the State of Connecticut, Department of Transportation, "Click It or Ticket, Day & Night" Program.

**C:** M. Sirois, Chief of Police  
M. Walsh, Director, Finance Department



**RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF EAST HARTFORD, CONNECTICUT**

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the eighteenth day of June, 2013.

**BE IT RESOLVED:** That the Town Council of the Town of East Hartford approves the applying for funding reimbursement to the Department of Transportation under the state's "Click It or Ticket, Day & Night" program.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this \_\_\_\_\_ day of June, 2013.

---

Angela M. Attenello, Town Council Clerk



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone:

April 22, 2013

Dear Campaign Participant:

Thank you to all of the Departments that participated in last year's High Visibility Safety Belt/Child Safety Seat Enforcement Campaign: "Click It or Ticket, Day & Night." A safe Memorial Day Weekend is the theme of WAVE 44, which will begin May 20, 2013.

In order to make the 2013 national "Click It or Ticket" mobilization a success, we are asking state and local law enforcement to make a renewed commitment to join in enforcing this year's safety belt mobilization, May 20, through June 2, 2013.

Please remember, to receive credit for your efforts in our WAVE program, you must submit all three WAVE survey data forms. These forms include the following:

- Pre-Survey
- Post-Survey
- Enforcement Summary.

If you need any assistance in your program planning, please contact Mr. Edmund Hedge, Law Enforcement Liaison, at (860) 594-2386 or [Edmund.hedge@ct.gov](mailto:Edmund.hedge@ct.gov).

Very truly yours,

Joseph T. Cristalli Jr.  
Transportation Principal Safety Program Coordinator  
Bureau of Policy and Planning

## Click it Or Ticket Funding Availability



May 20, 2013 through June 2, 2013

Connecticut's May 2013 Click it or Ticket (CIOT) High Visibility Safety Belt Campaign will take place May 20, 2013 – June 2, 2013. The Highway Safety Office is anticipating the availability of funding to City and towns. The HSO has prepared the Wave #44 ActionPac which will be sent by US mail to assist you in your efforts.

All CIOT Funding Proposals will be submitted using the on-line application only. To apply for this funding, Go to the HSO Website and click on the "Click it or Ticket Enforcement Campaign" link. Fill in the application once the application is filled in the application will automatically make the math calculations. Email the application to [DOT.CIOT@CT.GOV](mailto:DOT.CIOT@CT.GOV) Print the form and mail signed original proposal to my attention at DOT. Make sure your applications are complete including the Certifications and Assurances form.

For questions or suggestions, please have your CIOT Contact person contact me in the Highway Safety Office at (860) 594-2386, or e-mail me at [edmund.hedge@ct.gov](mailto:edmund.hedge@ct.gov)

**Soto, Ricardo**

**From:** Syme, Steven  
**Sent:** Thursday, May 23, 2013 4:13 PM  
**To:** Soto, Ricardo  
**Subject:** FW: Reimbursement package

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

**From:** Hedge, Edmund [mailto:Edmund.Hedge@ct.gov]  
**Sent:** Wednesday, May 15, 2013 09:15  
**To:** Syme, Steven  
**Subject:** Reimbursement package

Good Morning,

**This is not a funding approval letter.** You or your agency will be receiving an email shortly with an budget approval or adjusted budget approval for your CIOT proposal for wave 44. The CIOT reimbursement package is now available, in digital form, on the Department's web site: <http://www.ct.gov/dot/site> under Programs and Services, Highway Safety Programs. The CIOT Wave 44 reimbursement form will be available for all future Waves but is attached to this email for your convenience and to expedite **this wave only**. All final claims against this project, together with all supporting financial documentation including CIOT checkpoint time sheets, must be submitted to the HSO no later than thirty (30) days after the project period ending date (July 2, 2013). **Please note: reimbursements cannot be processed unless original signed Certifications and Assurances are on file with the HSO.**

All charges against this project are to be coded to State Project Number 0193-0702-AC in accordance with established coding procedures.

If you have any additional questions or concerns regarding this program, please contact me.

Thank you for your continued support and highway safety efforts.

*Edmund M. Hedge Jr.*

**Law Enforcement Liaison/Drug Evaluation and Classification Program Manager  
Highway Safety Office  
CT. Department of Transportation  
PO Box 317546  
2800 Berlin Turnpike  
Newington, CT. 06131-7546  
Tel: (860)-594-2386  
Fax: (860)-594-2374  
Email: [Edmund.hedge@CT.Gov](mailto:Edmund.hedge@CT.Gov)**

5/24/2013

**Soto, Ricardo**

**From:** Syme, Steven  
**Sent:** Thursday, May 23, 2013 4:12 PM  
**To:** Soto, Ricardo  
**Subject:** FW: CIOT Approvals and Reimbursement forms

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

**From:** Hedge, Edmund [mailto:Edmund.Hedge@ct.gov]  
**Sent:** Monday, May 20, 2013 07:30  
**To:** Syme, Steven  
**Subject:** CIOT Approvals and Reimbursement forms

Good Morning,

May 14, 2013

**Subject: 'Click-It or Ticket' (CIOT) Wave 44 Enforcement Campaign**  
**Town of: East Hartford, State Project Number: 0193-0702-AC**

The Highway Safety Office (HSO) would like to notify you of your agencies approval for the CIOT Wave 44 Enforcement Campaign, effective date May 20, 2013 through June 2, 2013.

Federal funds in the amount of \$3,000. are obligated to this project in accordance with the approved 2013 fiscal year Connecticut Highway Safety Plan.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies, and procedures that govern the use of highway safety funds. Costs are subject to review by both Department Accounts Examiners and Federal Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the HSO prior to their implementation in order for related costs to be eligible for reimbursement.

The CIOT reimbursement package is now available, in digital form, on the Department's web site: <http://www.ct.gov/dot/site> under Programs and Services, Highway Safety Programs. The CIOT reimbursement form is attached for your convenience and to expedite this wave. All final claims against this project, together with all supporting financial documentation including CIOT checkpoint time sheets, must be submitted to the HSO no later than thirty (30) days after the project period ending date (July 2, 2013). **Please note: reimbursements cannot be processed unless Certifications and Assurances are on file with the HSO.**

All charges against this project are to be coded to State Project Number 0193-0702-AC in accordance with established coding procedures.

5/24/2013

If you have any additional questions or concerns regarding this program, please contact Mr. Edmund Hedge, Law Enforcement Liaison, 860-594-2386.

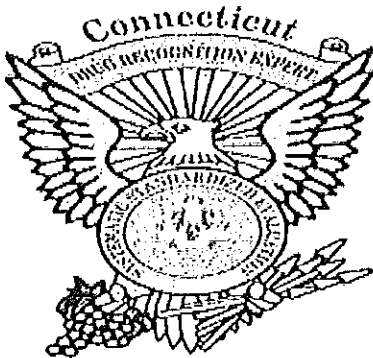
Thank you for your continued support and highway safety efforts.

Very truly yours,

Joseph T. Cristalli Jr.  
Joseph T. Cristalli, Jr.  
Transportation Principal Safety Program

Coordinator

*Edmund M. Hedge Jr.*  
**Law Enforcement Liaison/Drug Evaluation and Classification Program Manager**  
**Highway Safety Office**  
**CT. Department of Transportation**  
**PO Box 317546**  
**2800 Berlin Turnpike**  
**Newington, CT. 06131-7546**  
**Tel: (860)-594-2386**  
**Fax: (860)-594-2374**  
**Email: [Edmund.hedge@CT.Gov](mailto:Edmund.hedge@CT.Gov)**



PROJECT TITLE	APPLICANT
Click-It or Ticket-It Request for Proposal (WAVE 44)	0

STATE CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

Each fiscal year the State will sign these Certifications and Assurances that the State complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 per cent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- National law enforcement mobilizations and high-visibility law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources,
- Coordination of its highway safety plan, data collection, and information systems with the State strategic highway safety plan (as defined in section 148)(n).

(23 USC 402 (b)(1)(F));

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402(j)).

Other Federal Requirements

PROJECT TITLE	APPLICANT
Click-It or Ticket-It Request for Proposal (WAVE 44)	0

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs),

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

**Federal Funding Accountability and Transparency Act (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsis.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsis.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to [FSRS.gov](https://www.fsis.gov) for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; , and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with those civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**The Drug-free Workplace Act of 1988(41 U.S.C. 702);**

The State will provide a drug-free workplace by:



<b>PROJECT TITLE</b>	<b>APPLICANT</b>
<b>Click-It or Ticket-It Request for Proposal (WAVE 44)</b>	0

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The grantee's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
  - 1. Taking appropriate personnel action against such an employee, up to and including termination.
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

**BUY AMERICA ACT**

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCH ACT)**

The State will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

PROJECT TITLE	APPLICANT
Click-It or Ticket-It Request for Proposal (WAVE 44)	0

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

PROJECT TITLE	APPLICANT
Click-It or Ticket-It Request for Proposal (WAVE 44)	0

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROJECT TITLE	APPLICANT
Click-It or Ticket-It Request for Proposal (WAVE 44)	0

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving—
  - a. Company-owned or -rented vehicles, or Government-owned, leased or rented vehicles; or
  - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

PROJECT TITLE	APPLICANT
Click-It or Ticket-It Request for Proposal (WAVE 44)	0

**ENVIRONMENTAL IMPACT**

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Authorized Contract Signatory:

\_\_\_\_\_

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

*Circle of Life*

2013 JUN 11 A 8:30

TOWN CLERK  
EAST HARTFORD

TOWN COUNCIL MAJORITY OFFICE

FEES COMMITTEE

JUNE 4, 2013

PRESENT Marc Weinberg, Chair; Councillors Ram Aberasturia and Patricia Harmon

ALSO Marcia Leclerc, Mayor

PRESENT Clare Fravel, Grants Administrator  
Herbert and Reggie Barall, Circle of Life: Arts for All

CALL TO ORDER

Chair Weinberg called the meeting to order at 5:30 p.m.

APPROVAL OF MINUTES

April 2, 2013

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the minutes of the April 2, 2012 Fees Committee meeting.  
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

NEW BUSINESS

Lease Renewals:

Circle of Life: Arts for All

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the lease renewal for Circle of Life Arts for All, Inc. at the property known as 50 Chapman Street in the East Hartford Community Cultural Center, more specifically as follows:

Three rooms on the south-east side of the lower level of the building (3,404 s.f.) for 2 years, beginning on August 1, 2013, for the cost of \$2.10 per s.f. \*\*, and ending on July 31, 2015, and with the following stipulations

incorporated into the lease:

1. The lease is not transferable
2. No other organization or non-profit may share the space.
3. And further that a copy of the new signed lease be returned to the Fees Committee for retention.

\*\*August 1, 2013 \$2.10 s.f. \$7,148.40 or \$595.70 monthly

\*\*August 1, 2014 \$2.10 s.f. \$7,148.40 or \$595.70 monthly

Motion carried 3/0.

#### Parking Lot: St. Isaac Jogues Church

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **recommend** that the Town Council approve the renewal of the lease between St. Isaac Jogues Church and the Town of East Hartford for a parcel of land on the corner of Community Street and Home Terrace used as a paved parking lot, for a term of one year, expiring August 31, 2014, for the amount of \$1.00.  
Motion carried 3/0.

#### ADJOURNMENT

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to adjourn (6:02 p.m.).  
Motion carried 3/0.

cc: Town Council  
Mayor Leclerc  
Clare Fravel, Grants Administrator  
Herbert and Reggie Barall, 821 Brewer Street

*Rich Kehoe*

OFFICE OF THE  
TOWN COUNCIL

**TOWN OF EAST HARTFORD**

740 Main Street

East Hartford, Connecticut 06108

2013 JUN 13 A 10:55  
(860) 291-7208

FAX (860) 289-0831  
TOWN CLERK  
EAST HARTFORD

DATE: June 13, 2013

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, June 18, 2013**                      **6:45 p.m.**                      **Town Council Majority Office**

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

**Tuesday, June 18, 2013**

**6:45 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss the following cases:

- Personal injury claim of Terrance Davenport v. Town of East Hartford (DOL: 9/23/12);
- Superior Court action of Tyresa N. Deleston v. Town of East Hartford, Docket No. CV-13-6038122-S; and
- Superior Court action of Rebecca Rivera v. Gregory Verallis, et al., Docket No. CV-12-6027542-S.

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel