

Robert J. Pasiek

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 15, 2013

2013 OCT -1 A 8:32

TOWN CLERK
EAST HARTFORD

6:45PM 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
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. October 1, 2013 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Responses to Questions Asked of the Administration – Central Avenue Issues
 - B. United Way Campaign Kick-off
 - C. National Prescription Drug Take-back Day
7. OLD BUSINESS
8. NEW BUSINESS
 - A. East Hartford Golf Course:
 1. Authorization to Enter into a Contract
 2. Transfer from Fund Balance
 3. Supplemental Budget Appropriation
 - B. Raymond Library Expansion and Renovation:
 1. Update from Susan Hansen, Library Director
 2. Municipal Tax Exempt Lease Purchase Financing Agreement
 - C. Recommendation from Real Estate Acquisition & Disposition Committee re: Raymond Library Lease
 - D. CCM Energy Purchasing Program Participation Agreement
 - E. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. 136 Jaidee Drive Associates LP v. Town of East Hartford, Docket No.CV-12-6016046-S (involving 1-36 Jaidee Drive)

- B. Southern New England Telephone v. Town of East Hartford, Docket No.CV-12-6015381-S (involving 14 Chapman Street)
- C. LMA/U.S.A., LLC, et al. v. Town of East Hartford, Docket No.CV-12-6015706-S (involving 1A-31 Main Street)
- D. Glastonbury/East Hartford Assoc. v. Town of East Hartford, Docket No.CV-12-601570 S (involving 4-16 Main Street)
- E. 171-221 Park Avenue EH, LLC v. Town of East Hartford, Docket No.CV-12-6015507-S (involving 171-221 Park Avenue)
- F. 323-333 Park Ave. EH, LLC v. Town of East Hartford, Docket No.CV-12-6015508-S (involving 323 Park Avenue and 333 Park Avenue)
- G. Jamm, LLC v. Town of East Hartford, Docket No. CV-12-6015443-S (involving 353 Park Avenue and 357 Park Avenue)
- H. 249-275 Park Ave. EH, LLC v. Town of East Hartford, Docket No. CV-12-6015509-S (involving 249 Park Avenue and 275 Park Avenue)

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

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

12. ADJOURNMENT (next meeting: October 29, 2013)

Richard F. Kehoe

EAST HARTFORD TOWN COUNCIL

2013 OCT - 1 P 2: 10

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 1, 2013

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr. (arrived 8:10 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 7:38 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

Susan Kniep, 44-46 and 50 Olde Roberts Street, spoke to the issue of the East Hartford Golf Course and the Collective Bargaining Agreement for the East Hartford Educational Administrative and Supervisors Unit. Regarding the Collective Bargaining Agreement: (1) Ms. Kniep paralleled the CMT and CAPT test score results with the salary increases proposed in the contract and strongly believes the imbalance should be an incentive for the Council to not approve the contract; (2) suggested the Council conduct public hearings for union contracts to better inform the taxpayer of the financial impact. Regarding the Golf Course: (1) believes that the contract with MDM Golf LLC, the present manager of the Golf Course, should be brought to the Council's Investigation and Audit Committee to assess if MDM has invested monies in the Golf Course as per his contract with the town.

Mayor Leclerc (1) the Host Community exercise that was performed in June 2013 through FEMA and DEMHS, under the guidance of the EH Fire Department, earned a perfect score; (2) recently, the town's Property Maintenance Division and Health Department conducted an inspection of all shopping centers, convenience stores, gas stations and restaurants for any code violations and found 60 infractions. All necessary property/business owners were notified of the violations and directed to make the necessary adjustments for compliance to the town's regulations. The next inspection will focus on signage issues; (3) on September 26th, Mayor Leclerc, along with Hartford Mayor Pedro Segarra and three other Connecticut Mayors, were recognized by the White House for the success of their Youth Employment initiatives this past summer, as part of the Obama Administration's Youth Jobs + Campaign; (4) the MDC will hold their hazardous waste collection on Saturday October 5th at the Water Pollution Control facility on 65 Pitkin Street – free to all East Hartford residents; (5) the Rotary Club recently held it's Coats for Kids program, which resulted in seventy-five coats for children between the ages of five and twelve; and (6) on Saturday, October 12th Fall Fest will be held on the Town Green between 10AM to 4PM. Also on Saturday will be a UCONN game and the ING Hartford Marathon.

APPROVAL OF MINUTES

September 17, 2013 Executive Session/Reopell

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the September 17, 2013 Executive
Session/Reopell.
Motion carried 8/0. (Horan out of Chamber)

September 17, 2013 Regular Meeting

MOTION By Barbara Rossi
seconded by Pat Harmon
to **approve** the minutes of the September 17, 2013 Regular Meeting.
Motion carried 8/0. (Horan out of Chamber)

COMMUNICATIONS AND PETITIONS

Presentation by The Interval House re: Domestic Violence Awareness Month

Chair Kehoe, introduced David Rivera, Community Relations Coordinator for Interval House, and Donna Andrini, Program Coordinator for Interval House East and West, as well as the Volunteer Program. Interval House is the organization that services the Greater Hartford area and that provides safety planning and counseling to women and children who are suffering from domestic violence. In recognition of October being Domestic Violence Awareness Month, Mr. Rivera and Ms. Andrini aired a documentary that highlighted the positive results of three women who turned to Interval House in need of help.

Resignations: Inland/Wetlands Environmental Commission and Property Maintenance Code Board of Appeals

Chair Kehoe announced that Michelle Lock has resigned from the Inland/Wetlands Environmental Commission and Eileen Driscoll has resigned from the Property Maintenance Code Board of Appeals. He thanked both women for their service to the community.

Mayor's Report: East Hartford Golf Course Update

Mayor Leclerc summarized the history of the East Hartford Golf Course from 2007 and prior and from 2008 through present day. She also spoke on the future of the golf course and the consequences to the options of selling the course, closing the course or keeping the course with a new manager. It was noted that based on the responses to the RFPs received from three individual entities, no vendor is capable of operating the golf course without town funding for maintenance equipment, golf carts, restaurant equipment and operating losses. For several reasons, including the above, Mayor Leclerc recommended

that the town negotiate a contract with Billy Casper Golf (BCG) based on their June 2013 response to the Town of East Hartford Bid #13-22 for Professional Golf Management Services.

Mike Walsh, Finance Director, reviewed the financial impact to the town if the Council accepts the Mayor's recommendation to contract with BCG to manage the East Hartford Golf Course. BCG has projected net operating losses over the next five years of approximately \$695,000 and an allocation of approximately \$173,000 in capital improvements – making the negative bottom line of about \$873,000. The Council would have to budget about \$200,000 each year for the next five years to subsidize this contract. Chair Kehoe asked the Administration to consider the following issues if and when they negotiate a contract with BCG: (1) include performance incentives in the contract to ensure that BCG shares in the risk factor with the town; (2) obtain a list of capital improvements and the importance of each of those improvements; and (3) obtain a marketing plan from BCG.

NEW BUSINESS

Prior to the following motion, Jeff Currey, Chair of the East Hartford Board of Education, introduced Paul Mainuli, Director of Business Services, and Nate Quesnel, Superintendent of East Hartford Public Schools, to summarize the revisions to the Administrative and Supervisors' Unit contract.

2014-2017 Collective Bargaining Agreement between the East Hartford Board of Education and the East Hartford Educational Administrative and Supervisors Unit

MOTION By Barbara Rossi
 seconded by Ram Aberasturia
 to **accept** the 2014-2017 Collective Bargaining Agreement between the East Hartford Board of Education and the East Hartford Educational Administrative and Supervisors Unit that was ratified by the Union on August 22, 2013 and unanimously approved by the Board of Education on September 3, 2013.
 Motion carried 6/3. Nays: Thompson, Harmon, Clarke

Refund of Taxes

MOTION By Marc Weinberg
 seconded by Eric Thompson
 to **refund** taxes in the amount of \$10,206.07
 pursuant to Section 12-129 of the Connecticut General Statutes.
 Motion carried 9/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2012-03-0052302	BANKER JOELLA E	2005//2HGES26775H541289	\$ (45.30)
2012-03-0052943	BENITEZ ROSA I	1999//1G2NW12E4XM894126	\$ (9.09)
2012-03-0053962	BRADLEY ROBERT F JR OR BRADLEY JEANETTE T	1998//1G4HR52K7WH538821	\$ (27.88)
2012-03-0055933	CASTRO MARCOS T	2000//1N4DL01D9YC161411	\$ (10.36)

2012-02-0042814	CIT FINANCIAL LLC	VARIOUS	\$ (1,506.20)
2012-03-0058499	DAIMLER TRUST	2010//WDDHF8HB0AA120971	\$ (806.72)
2012-02-0041126	DATA SPAN	480 FOREST ST	\$ (29.55)
2011-03-0061327	ENTERPRISE FM TRUST	2009//2G1WT57K891144329	\$ (80.02)
2011-03-0061333	ENTERPRISE FM TRUST	2009//WBAPL33509A515180	\$ (84.16)
2011-03-0061339	ENTERPRISE FM TRUST	2006//1FTNE24L46HA33875	\$ (108.74)
2011-03-0061341	ENTERPRISE FM TRUST	2007//1NXBR32E47Z897251	\$ (136.84)
2011-03-0061352	ENTERPRISE FM TRUST	2009//3GNCA13B39S631030	\$ (33.12)
2011-03-0061355	ENTERPRISE FM TRUST	2009//3GNCA13B89S631721	\$ (33.12)
2011-03-0061360	ENTERPRISE FM TRUST	2009//3GNCA13B79S632021	\$ (33.12)
2012-03-0063032	GAGNE THOMAS L JR	2005//JTKDE177450009005	\$ (243.17)
2012-03-0063075	GALANEK WALTER C JR	1998//1YVGF22C4W5724652	\$ (7.07)
2011-04-0088688	GOMEZ ANGEL	2007//1N4AL21EX7C207673	\$ (14.45)
2012-03-0064919	GUNI ABEDIN R	1994//4T1GK12E0RU036702	\$ (14.01)
2012-03-0064920	GUNI ERGYS	1995//JT2GK12E3S0081949	\$ (9.53)
2011-03-0066908	HONDA LEASE TRUST	2010//19UUA8F50AA018947	\$ (756.11)
2012-03-0066469	HONDA LEASE TRUST	2010//5J6RE4H53AL027350	\$ (316.52)
2012-03-0066477	HONDA LEASE TRUST	2010//2HGFA1F58AH567281	\$ (148.09)
2012-03-0066497	HONDA LEASE TRUST	2010//JHMZE2H79AS026171	\$ (247.38)
2012-03-0066502	HONDA LEASE TRUST	2010//19UUA8F50AA018947	\$ (835.86)
2012-03-0066517	HONDA LEASE TRUST	2010//2HGFG1B62AH514539	\$ (143.55)
2012-03-0067727	JOHNSON DAVID J	2002//1FMZU74W02ZA51625	\$ (34.68)
2012-03-0068385	KEARNEY REBECCA M	2003//1HGCM66593A087355	\$ (24.89)
2012-03-0068765	KINI RAJESH	2006//1N4AL11D16N332405	\$ (24.60)
2012-03-0069521	LAMPRECHT BRANDON L	2008//2HJYK16288H522695	\$ (552.26)
2011-03-0070198	LARSON TIMOTHY OR LARSON NANCY	2005//1FAHP28105G192435	\$ (28.40)
2012-03-0070157	LEBLANC LORI ANN	1995//1GNCS18WSK256098	\$ (5.05)
2012-03-0070161	LEBLANC WILLIAM P	1995//1FTFE24Y3SHA85234	\$ (8.17)
2012-03-0070691	LIPMAN STEVEN	2003//1FTSX31P23EC38117	\$ (35.64)
2012-03-0070758	LLANOS AIDELINA	1999//1GTHG39R5X1058109	\$ (36.66)
2012-03-0074549	MULLEN SHAWN A	2002//JF1GG68562G819141	\$ (16.77)
2012-03-0075822	OHARA CHARLES P OR OHARA KATHLEEN B	1994//3VWRA81H3RM038787	\$ (20.02)
2012-03-0076091	ORTEGA ALEXIS H	2000//4A3AC44GXYE012064	\$ (41.53)
2011-03-0076723	ORTIZ PABLO A	1987//1SK12G555H1550348	\$ (10.56)
2011-03-0076724	ORTIZ PABLO A	2004//5TDBT48A94S232202	\$ (576.76)
2011-03-0076725	ORTIZ PABLO A	1969//9Z65K641492	\$ (25.89)
2012-03-0076221	ORTIZ PABLO A	2004//5TDBT48A94S232202	\$ (161.44)
2012-03-0076222	ORTIZ PABLO A	1987//1SK12G555H1550348	\$ (13.72)
2012-03-0076743	PARIMALA RAJENDRA P	2002//2HGES16552H590964	\$ (15.50)
2012-03-0077654	PETERSON D L TRUST	2009//1GNNDT33S092121983	\$ (309.42)

2012-03-0077725	PETERSON D L TRUST	2008//1GCFG15X981223936	\$ (261.48)
2012-03-0083612	SNIPES JONETTA L	2000//2B3HD46R3YH440694	\$ (7.64)
2012-03-0083691	SOLTYS ADAM J	2002//3N1CB51A92L550236	\$ (11.89)
2012-03-0085709	TOYOTA MOTOR CREDIT CORP	2010//4T3ZK3BBXAU025373	\$ (185.58)
2012-03-0085754	TOYOTA MOTOR CREDIT CORP	2011//4T1BF3EKXBU616363	\$ (45.04)
2012-03-0085755	TOYOTA MOTOR CREDIT CORP	2010//JTDKN3DU8A0045603	\$ (612.42)
2012-03-0085813	TRAN HUY D	2004//JHMAP21404T001231	\$ (70.68)
2012-02-0041678	US BANK NATIONAL ASSOCIATION	VARIOUS	\$ (1,389.42)
		TOTAL	\$ (10,206.07)

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke inquired on a newspaper article which indicated that "Talking Books" would no longer be located in the Raymond Library. *Mayor Leclerc indicated that Talking Books was offered a spot at the East Hartford Community Cultural Center, which they turned down. Their present location in Raymond Library will be occupied by the town's rare book collection.*

Pat Harmon (1) asked that the Administration address the unanswered questions from the Councillors that were asked at the previous Town Council meeting at the present Council meeting. *The Mayor replied that she follows the agenda format of the Town Council, since it's the Town Council meeting – not the Mayor's meeting. At this point, Mayor Leclerc address Councillor Harmon's concerns from the September 17th Town Council meeting:*

From the September 17th Town Council meeting:

Councillor Harmon... (3) asked that a police officer be assigned to EHHS in the morning due to significant traffic jams that occur when children are being dropped off to attend school. *Mayor Leclerc read from an email she received from Officer Steven Syme:*

"The morning traffic around EHHS is very heavy between 0710 and 0730 hours. It takes approximately five minutes to drive through the area due to the heavy traffic. Parents dropping off students does not appear to create a significant traffic flow problem. The stop sign at Forbes/Leonard is creating the bulk of the congestion only because there is such a high volume of vehicles going through the area during a fifteen-twenty minute period. Traffic officers observed the area for two days during the morning and found that traffic moves as it has been for several years...slow and steady."

Councillor Harmon... (4) the "No Truck Traffic" sign posted on Naubuc Avenue is not working and a police officer should be assigned there to deter large delivery trucks assumingly delivering goods at stores located at Putnam Plaza. *Mayor Leclerc read from an email she received from Officer Steven Syme:*

"...the reason the no trucks sign isn't effective on Naubuc Avenue is because there is no such signage. I checked with Denise Horan, Town Engineer, and she replied that there

are no truck or weight restrictions on Naubuc Avenue in East Hartford. I also spent an hour monitoring traffic on Naubuc Avenue during the day and observed only one small box truck going through I also spoke to a family member of the complainant at 119 Naubuc Avenue and she stated that the complaint was generated because one tractor trailer truck was lost and used that road. In conclusion, there appears to be no truck issue on Naubuc Avenue at this time."

Councillor Harmon reported that she has received phone calls from residents on Central Avenue who indicated that there is still a problem with excessive noise and car racing on that street. *Mayor Leclerc asked Councillor Harmon to please provide her office with the names of the complainants and she will have the police follow through with this matter.* Councillor Harmon also asked for a list of police reports for the last six months concerning the noise issue on Central Avenue. *Mayor Leclerc said that she probably could provide Councillor Harmon with a list of 911 calls regarding issues on Central Avenue.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Travis Simpson, 119 Naubuc Avenue, (1) stated that he was not the complainant on the Naubuc Avenue truck issue that was initiated by Councillor Harmon at the last Town Council meeting. However, he does agree that there occasionally is an issue. Mr. Travis suggested that East Hartford work cooperatively with the town of Glastonbury to send a letter to the major retail development (Putnam Plaza) indicating the preferred route that delivery drivers should follow which would divert traffic away from Naubuc Avenue. (2) applauded the Council Chair for his grasp of the issues regarding the East Hartford Golf Course and asked that the Council take a hard look at funding a single program that services such a finite section of the community.

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) opposes funding the East Hartford Golf Course and believes that the decision to fund the golf course should be voted on by the taxpayers; (2) asked that the town put in writing the mandate for repayment of federal funds provided to the town when the golf course was originally purchased; (3) was disappointed that the Administrative and Supervisors' Unit collective bargaining agreement was passed by the Town Council, but was glad to see the Republican Councillors voting against it; (4) suggested that the taxpayers be part of union contract negotiations by holding a public hearing so that the Council would obtain their input; and (5) asked that the town create an ordinance which would institute public hearings on all union contracts.

Esther Clarke reported that she attended the banquet held on Saturday, September 28th, sponsored by Integrated Health Services and the East Hartford Public Schools, which celebrated the opening of their new School-Based Health Centers, located in Hockanum and Mayberry Elementary Schools. Councillor Clarke was impressed on the health services that are now provided the town's children at no cost.

Barbara Rossi congratulated Fr. James Nock, pastor of Blessed Sacrament/Our Lady of Peace parishes, on his 75th birthday.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to **adjourn** (10:07 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be Tuesday, October 15th.

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

East Hartford Public Safety LV
 DATE 10/07/2013
 TIME 14:50:05

EAST HARTFORD PUBLIC SAFETY
 INCIDENT ANALYSTS REPORT - SUMMARY

PAGE 1
 PL1324
 DLL0926

DATE	TIME	RESPONDING UNIT & OFFICERS		LOCATION	CALLER	RPT	INCIDENT #	SOURCE
07/25/13	14:29	279	279	70 CENTRAL AVE	UNKNOWN	YES	2013-00020103	SELF INIT
<u>TOTAL INCIDENTS FOR TYPE 1800 P NARCOTICS :</u>				1				


04/27/13	15:05	953	953	74 CENTRAL AVE 14	UNKNOWN	NO	2013-00016649	TELEPHONE
06/23/13	23:24	C20	286	ELM ST/CENTRAL AVE	UNKNOWN	NO	2013-00016973	TELEPHONE
08/02/13	20:32	C40	189	CENTRAL AVE/BREWER LN	LAPORTE, CAROLE..	NO	2013-00020956	TELEPHONE
<u>TOTAL INCIDENTS FOR TYPE 2650 P NV COMPLNT:</u>				3				

04/04/13	12:36	B20	299	72 CENTRAL AVE	DONLON, MR. .	YES	2013-00008207	TELEPHONE
04/05/13	10:59	C20	324	302 70 CENTRAL AVE	UNKNOWN	YES	2013-00008428	TELEPHONE
04/08/13	10:49	B20	289	81 CENTRAL AVE	UNKNOWN	NO	2013-00008652	TELEPHONE
04/10/13	11:17	B20	233	01 CENTRAL AVE	UNKNOWN	NO	2013-00008906	TELEPHONE
04/27/13	21:05	C20	284	74 CENTRAL AVE 14	UNKNOWN	NO	2013-00010675	TELEPHONE
04/30/13	14:53	B20	325	74 CENTRAL AVE 14	UNKNOWN	YES	2013-00010933	TELEPHONE
08/01/13	19:26	C25	312	70 CENTRAL AVE	PASSMORE, CRYSTAL..	NO	2013-00020855	TELEPHONE
08/12/13	16:13	C20	286	70 CENTRAL AVE	UNKNOWN	NO	2013-00021931	TELEPHONE
09/18/13	17:06	C20	302	72 CENTRAL AVE	CITZ...	YES	2013-00025005	TELEPHONE
<u>TOTAL INCIDENTS FOR TYPE 2663 P NOISE :</u>				9				

TOTALS FOR CT0004300: 13

GRAND TOTAL: 13

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: October 8, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: PRESENTATION: United Way Campaign 2013

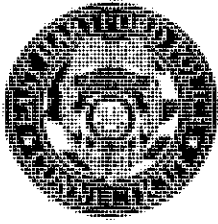
The Mayor would like time on the Town Council agenda for a presentation on the United Way Campaign 2013 that will be taking place soon.

As you are probably aware, the town has been a major supporter of the United Way for many years and we would like to continue our success with donations to this worthy organization. Marc Bassos, Youth Services, is generously donating his time and would like to share with you some of the programs he will be sharing with employees this year.

Please add to the Town Council agenda for the October 15, 2013 meeting.

Thank you.

C: M. Bassos, Youth Services



East Hartford Police Department Press Release

For Immediate Release: October 7th, 2013, 08:00

National Prescription Drug Take-Back Day: October 26th, 2013 10:00 A.M. to 2:00 P.M.

Location: Public Safety Building 31 School St, East Hartford, CT

The Drug Enforcement Administration (DEA) has scheduled another National Prescription Drug Take-Back Day which will take place on Saturday, October 26th 2013 from 10:00 a.m. to 2:00 p.m. at the East Hartford Public Safety Complex, located at 31 School St. Locally, this event is being sponsored by the East Hartford Police, Fire and Health Departments. The program offers citizens the opportunity to safely discard unwanted, unused prescription drugs that have accumulated in their households.

Residents are advised that the collection program is limited to prescription medications, pills, capsules and caplets. Items which cannot be collected include: I.V. bags, sharps (anything with a needle or lance), Epi-pens, patches, gels, medications in tubes and liquids.

When the national results of the three prior Take-Back Days are combined, the DEA and its state, local and tribal law enforcement and community partners have removed 995,185 pounds (498.5 tons) of medication from circulation in the past 13 months.

"These events dramatically reduce the risk of prescription drug diversion and abuse, sickness and hospitalizations attributable to inappropriate or outdated medication consumption and environmental damage including groundwater contamination and non-point watercourse pollution," Mayor Marcia Leclerc said. "Medication disposal is a major public health and safety concern."

Mark J. Sirois
Chief of Police


John Oates
Fire Chief

James Cordier
Health Director

Sgt. Michael DeMaine
Public Information Officer
East Hartford Police Department
31 School Street
East Hartford, CT 06108-2638
rsoto@easthartfordct.gov
Office: 860-291-7583
Fax: 860-610-6299

31 School Street, East Hartford, CT 06018-2638
Telephone 860-528-4401
www.easthartfordct.gov

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: October 8, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Fund Balance Transfer Resolution

Michael Walsh, Finance Director, has provided the attached Supplemental Budget Appropriation and Fund Balance Transfer Resolution in the amount of \$160,000.00.

I am requesting that you approve this Resolution to allow the town to go forward with providing funding for the daily operation of the Golf Course by Billy Casper Golf, LLC.

Thank you.

C: M. Walsh, Director, Finance



MEMORANDUM

DATE: October 7, 2013

TO: Marcia A. Leclerc, Mayor

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

TELEPHONE: (860) 291-7246

RE: **Supplemental Budget Appropriation and Fund Balance Transfer Resolution
- Billy Casper Golf, LLC**

By way of this memo, attached please find a Supplemental Budget Appropriation and Fund Balance Transfer Resolution in the amount of \$160,000 to provide a funding source to turn the daily operation of the East Hartford Golf Course over to Billy Casper Golf, LLC.

The calculation of the \$160,000 transfer is as follows:

Management fee - \$81,000/12 months X 8 months	\$ 54,000
Expected operating losses - \$157,888/12 months X 8 months	<u>\$105,259</u>
Transfer required to fund the golf course (net)	\$159,259

I would respectfully request that you forward this resolution and information on to the Town Council for action at their October 15, 2013 meeting.

After an initial assessment of the course by Billy Casper Golf, LLC personnel, I would expect to return to the Council for permission to enter into lease financing for golf carts, restaurant equipment, and maintenance equipment.

Finally, as part of the 2014-2015 annual budget process, Billy Casper Golf, LLC will submit for the Mayor's consideration, a prioritized capital improvement plan for the golf course which in turn would be forwarded along to the Council for their consideration and approval.

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

**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND
FUND BALANCE TRANSFER FOR THE FISCAL YEAR ENDING JUNE 30, 2014 TO FUND
THE BILLY CASPER GOLF, LLC MANAGEMENT CONTRACT**

WHEREAS, the Town of East Hartford intends to execute a five-year contract with Billy Casper Golf, LLC for the operation of the East Hartford Golf Course, and

WHEREAS, with respect to the contract, the Town must budget for the payment of a pro-rated management fee and expected operating expenses in excess of revenue.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$160,000 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	160,000
G8100-67300	Parks and Rec. - Golf Course Subsidy	160,000

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 October 15, 2013.

Angela Attenello, Clerk of the Town Council

Funds certified as unobligated and available.

Signed:  Dated: 10/7/13
Marcia A. Leclerc, Mayor

Signed:  Dated: 10/7/13
Michael P. Walsh, Director of Finance



**BILLY CASPER
G O L F**

ORIGINAL

**Response to
Town of East Hartford Bid # 13-22
For
Professional Golf Management Services**

June 2013

Billy Casper Golf
8300 Boone Boulevard, Suite 350
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Please contact: Mike Cutler
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ANNUAL SUMMARY ANALYSIS

Longhill Golf Course

CLUB SUMMARY

Golf	\$ 21.88
Range	\$ -
Retail	\$ 1.66
F&B	\$ 4.70
Other	\$ -
TOTAL	\$ 28.24

Year of Detail
1

YEAR	TOTAL ROUNDS OF GOLF						
	1 2013	2 2014	3 2015	4 2016	5 2017	6 2018	6 Year TOTAL
REVENUES							
Greens Fees	\$ 420,678	\$ 440,818	\$ 451,398	\$ 457,950	\$ 464,698	\$ -	\$ 2,235,340
Cart Fees	\$ 121,903	\$ 127,833	\$ 130,934	\$ 132,851	\$ 134,798	\$ -	\$ 648,317
Dining Range	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Activity or Pass Card Sales	\$ 12,340	\$ 12,463	\$ 12,568	\$ 12,714	\$ 12,841	\$ -	\$ 62,946
Pro Shop Sales	\$ 42,195	\$ 44,248	\$ 45,647	\$ 48,444	\$ 47,358	\$ -	\$ 226,792
Food (Food & Soft Drinks)	\$ 87,248	\$ 70,510	\$ 72,689	\$ 74,018	\$ 76,476	\$ -	\$ 359,849
Beverages (Alcohol)	\$ 51,810	\$ 54,339	\$ 55,034	\$ 57,035	\$ 58,168	\$ -	\$ 277,284
Miscellaneous Income - (Does not feed to split Summary pages)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 710,081	\$ 760,218	\$ 768,991	\$ 781,011	\$ 793,227	\$ -	\$ 3,809,629
COST OF SALES							
COOS - Pro Shop Merch.	\$ 29,537	\$ 30,974	\$ 31,883	\$ 32,511	\$ 33,151	\$ -	\$ 158,055
COGS - Food (food and soft drinks)	\$ 24,882	\$ 26,092	\$ 26,858	\$ 27,387	\$ 27,926	\$ -	\$ 161,349
COGS - Beverage (alcohol)	\$ 18,682	\$ 17,388	\$ 17,899	\$ 18,251	\$ 18,611	\$ -	\$ 107,628
TOTAL COST OF SALES	\$ 71,000	\$ 74,454	\$ 76,640	\$ 78,149	\$ 79,687	\$ -	\$ 460,414
GROSS INCOME	\$ 645,081	\$ 676,764	\$ 692,351	\$ 702,863	\$ 713,540	\$ -	\$ 4,160,276
LABOR							
Golf Operations Labor	\$ 128,119	\$ 128,011	\$ 129,931	\$ 131,880	\$ 133,858	\$ -	\$ 649,799
General and Administrative Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course Maintenance Labor	\$ 154,923	\$ 157,247	\$ 159,608	\$ 162,000	\$ 164,430	\$ -	\$ 798,207
Food and Beverage Labor	\$ 38,421	\$ 38,967	\$ 37,522	\$ 38,085	\$ 38,958	\$ -	\$ 187,851
Pool/Fitness & Tennis Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Marketing Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Labor	\$ 317,464	\$ 322,225	\$ 327,059	\$ 331,965	\$ 336,944	\$ -	\$ 1,635,857
Total Payroll Taxes	\$ 38,564	\$ 39,133	\$ 39,720	\$ 40,315	\$ 40,920	\$ -	\$ 198,642
Total Medical/Health Benefits	\$ 24,168	\$ 24,631	\$ 24,898	\$ 25,272	\$ 25,651	\$ -	\$ 124,620
Insurance - Workers Comp	\$ 7,000	\$ 7,105	\$ 7,212	\$ 7,320	\$ 7,430	\$ -	\$ 43,870
TOTAL LABOR	\$ 387,186	\$ 392,994	\$ 398,889	\$ 404,872	\$ 410,945	\$ -	\$ 1,994,885
Labor as % of Revenue	54%	52%	52%	52%	52%		62%
Payroll Tax	12.1%						
OTHER OPERATIONAL EXPENSES							
Golf Operations Expense	\$ 12,803	\$ 12,995	\$ 13,190	\$ 13,388	\$ 13,689	\$ -	\$ 65,964
General & Administrative Expense	\$ 48,895	\$ 49,628	\$ 50,373	\$ 51,128	\$ 51,895	\$ -	\$ 251,920
Golf Course Maintenance Expense	\$ 104,624	\$ 108,091	\$ 107,683	\$ 109,298	\$ 110,937	\$ -	\$ 538,633
Food and Beverage Expense	\$ 18,100	\$ 18,372	\$ 18,647	\$ 18,927	\$ 19,211	\$ -	\$ 93,256
BCG Management Fee	\$ 81,000	\$ 82,216	\$ 83,448	\$ 84,700	\$ 85,970	\$ -	\$ 417,334
Sales and Marketing Expense	\$ 2,400	\$ 2,436	\$ 2,473	\$ 2,510	\$ 2,547	\$ -	\$ 12,385
Golf Cart Lease (Fees from Lease Tab)	\$ 48,800	\$ 47,502	\$ 47,502	\$ 47,502	\$ 47,502	\$ -	\$ 236,808
EXISTING - Equipment Leases (Fees from Lease Tab)	\$ 84,000	\$ 85,260	\$ 85,260	\$ 85,260	\$ 85,260	\$ -	\$ 426,040
FF and E - NEW FINANCED ITEMS - Items financed by club (not carts or maintenance equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes - Real Estate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - P and C	\$ 17,282	\$ 17,521	\$ 17,784	\$ 18,051	\$ 18,322	\$ -	\$ 88,940
TOTAL OTHER OPERATIONAL EXPENSES	\$ 415,784	\$ 422,021	\$ 428,359	\$ 430,763	\$ 435,233	\$ -	\$ 2,130,161
TOTAL EXPENSES	\$ 802,970	\$ 815,014	\$ 825,248	\$ 836,635	\$ 846,178	\$ -	\$ 4,125,048
EBITDAR	\$ (167,888)	\$ (139,250)	\$ (132,897)	\$ (132,772)	\$ (132,638)	\$ -	\$ (695,446)
CUMULATIVE EBITDAR	\$ (167,888)	\$ (297,139)	\$ (430,036)	\$ (562,808)	\$ (695,446)	\$ -	\$ -
OPERATING MARGIN	-22%	-19%	-17%	-17%	-17%	-18%	-18%
NET OPERATING INCOME / NOI	\$ (167,888)	\$ (139,250)	\$ (132,897)	\$ (132,772)	\$ (132,638)	\$ -	\$ (695,446)
CAPITAL INVESTMENT							
- Capital Investment in Start Up - (Fees from Capital Tab)	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000
- Capital Reserve on Gross Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL INVESTMENT	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000
NET CASH FLOW (DEP & AMORT ADDED BACK)	\$ (202,888)	\$ (139,250)	\$ (132,897)	\$ (132,772)	\$ (132,638)	\$ -	\$ (673,083)
CUMULATIVE NCF	\$ (202,888)	\$ (342,139)	\$ (475,036)	\$ (607,808)	\$ (740,446)	\$ -	\$ -

Management Fee


Projected Losses

0.00% Total Revenue

* All Sales and Use Taxes assumed to be a pass through, not shown for budg
 ** Beginning Year Cash Balance - should be net of all Accounts Payable and

Approved by Owner/Agent:

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: October 8, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Raymond Library Expansion and Renovation

Attached is a detailed budget provided by Michael Walsh, Finance Director, for the upcoming renovations due to begin soon on the Raymond Library. His memo reflects the projected expenses necessary for the project and also that a contractor will be selected soon based on the bids received by October 3, 2013.

Please place on the Town Council agenda for the October 15, 2013 meeting and authorize the town's acceptance of these funds by adopting the attached Resolution.

Thank you


C: M. Walsh, Director, Finance
S. Hansen, Library Director



MEMORANDUM

DATE: October 7, 2013

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **Raymond Library Expansion and Renovation - Budget Update and Resolution to Authorization a Municipal Tax Exempt Lease Purchase Financing Agreement**

By way of this memo, please accept the following budget update on the Raymond Library Expansion and Renovation that complements and ultimately supersedes the update given to you 13 months ago on September 7, 2012 (copy attached).

On Thursday, October 3, 2013, ten bids were received from contractors interested in securing construction work related to the library. One bidder will be selected in short order. However, before any construction contract can be executed, sufficient funding to complete the entire project needs to be in place. Presented below, please find a total project expenditure budget:

Expenditures:

Construction	\$6,420,000
Architecture	689,949
Contingency	442,882
Furniture	300,000
Computer Equipment	300,000
Central Avenue	240,556
Relocation	194,000
Owner's Rep.	155,000
Administration	107,000
Museum	72,000
EHCCC Improvements	50,000
Landscaping	40,000
Garage Haz-mat	21,054
Soils and Structural Testing, Fees	<u>17,500</u>

Total

\$9,049,941

RE: Raymond Library Expansion and Renovation – Budget Update and Resolution to Authorization a Municipal Tax Exempt Lease Purchase Financing Agreement

Presented below, please find a total project revenue budget:

Revenues:

State Bonding	\$4,000,000
Town Bonding	2,100,000
Tax Exempt Lease	1,500,000
State Grant – Roof	345,666
Hartford Foundation	300,000
LOCIP – Repointing	225,000
Raymond Library Co. – Design	201,160
LOCIP – Central Ave.	200,115
Road Bonding	125,000
Capital Reserve Funding	<u>53,000</u>

Total \$9,049,941

Accordingly, in addition to providing the Town Council and public with this update, we also seek the Council's authorization through resolution to allow the Town, through you the Mayor, to enter into a municipal tax exempt lease purchase financing agreement.

The total amount that we are seeking approval for is \$1.5M and predominately funds the HVAC equipment, furniture, computer equipment, and shelving. However, reproduced below is an assortment of additional tasks that were included in the overall construction so that you will have an indication of the work being undertaken on this renovation and expansion beyond the original scope.

1. New roof – the existing asphalt shingled library roof was installed in 1994 using a 20-year shingle. Certain parts of the roof under the mechanicals are comprised of a hot gravel asphalt application. The roof currently suffers from water penetration and should be replaced.
2. Variable Refrigerant Flow (VRF) System to replace existing HVAC mechanicals – the existing roof mounted heating and cooling system is circa 1995, and by today's standards, is inefficient.
3. Code compliance/safety upgrades, painting, carpeting – consistent with the new addition and to take advantage of the closing, the Mayor has requested that any code compliance/safety upgrades be addressed as necessary. Additionally, fresh paint and new carpeting will be applied to the existing stack space and patron areas of the library.
4. Parking base and overlay – with the acquisition of an abutting property, additional base material and a paving overlay of the new parking lot will be required.
5. Repointing – With the building closed, the Town's Facilities Manager is recommending repointing the brick face on the Raymond Library as a regularly scheduled maintenance item to better prevent water penetration through the bricks and mortar of the exterior envelope.

Should you have any questions or problems on the aforementioned, please feel free to contact me. I will be on hand at the October 15, 2013 meeting to address this memo in more detail.

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

WHEREAS, the Town of East Hartford intends to purchase capital equipment as part of the Raymond Library expansion including building-wide HVAC equipment, shelving, furniture, and information technology equipment; and

WHEREAS, the cost of the capital equipment designated for lease-purchase financing totals \$1,500,000; and

WHEREAS, the Town will budget \$165,000 in fiscal years 2016-2017 through 2025-2026 in the General Operating Fund to pay principal and interest on the purchases.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with TD Equipment Finance, Inc. in the principal amount not to exceed \$1,500,000. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

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

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 October 15, 2013.

Angela Attenello, Clerk of the Town Council



MEMORANDUM

DATE: September 7, 2012

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Raymond Library Budget Addition Update**

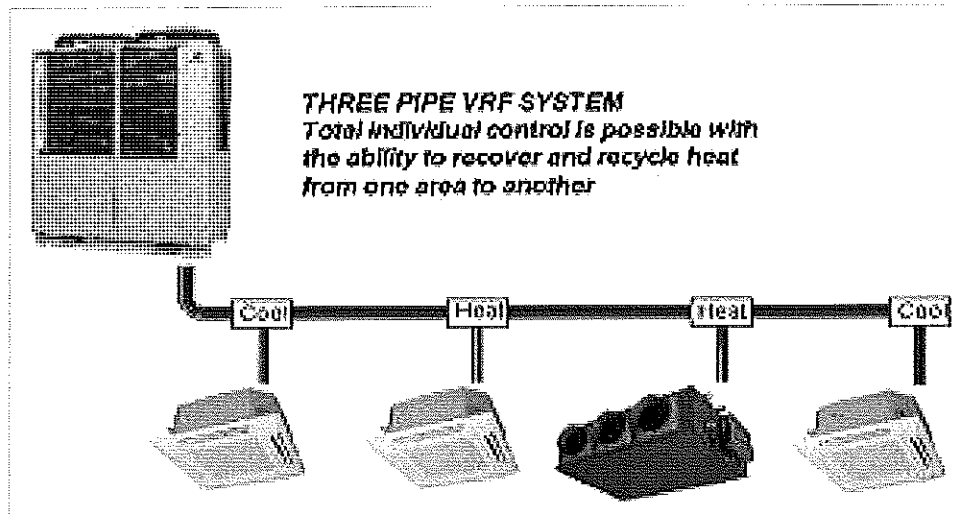
By way of this memo, please accept the following budget update on the Raymond Library Addition. As you know, in November of 2008, voters approved the following referendum question related to the Raymond Library:

RESOLUTION APPROPRIATING \$2,100,000 FOR THE TOWN'S GRANT TO THE RAYMOND LIBRARY COMPANY FOR THE PLANNING, ACQUISITION AND CONSTRUCTION OF THE EXPANSION OF RAYMOND LIBRARY AND AUTHORIZING THE ISSUANCE OF \$2,100,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Two additional grants totaling \$4 million have been awarded to East Hartford to complete the addition and renovation leaving us with a base budget of \$6.1 million for the project.

In and of itself, this \$6.1 million budget is sufficient in 2012 dollars to complete the addition. However, additional work above and beyond the scope of the original project should be considered by the Town Council so that the work can be completed concurrently with the closure of the Library. Those items are discussed in more detail below.

1. New roof – the existing asphalt shingled library roof was installed in 1994 using a 20 year shingle. Certain parts of the roof under the mechanicals are comprised of a hot gravel asphalt application. The roof currently suffers from water penetration and should be replaced. The estimated cost to replace the roof with a membrane solution is \$275,000. Once replaced, the roof would be a candidate for a roof mounted solar array to reduce the cost of the energy use at the facility.
2. Variable Refrigerant Flow (VRF) System to replace existing HVAC mechanicals – the existing roof mounted heating and cooling system is circa 1995, and by today's standards, is inefficient. Consistent with the town's goal to reduce energy usage in each town building by 20% by 2020, a VRF system at a cost of \$725,000 would be a timely capital improvement. A schematic is present on the next page.



3. Code compliance/safety upgrades, painting, carpeting – consistent with the new addition and to take advantage of the closing, the Mayor has requested that any code compliance/safety upgrades be addressed as necessary. Additionally, fresh paint and new carpeting will be applied to the existing stack space and patron areas of the library at an estimated cost of \$500,000.
4. Parking base and overlay – with the acquisition of an abutting property, additional base material and a paving overlay of the new parking lot will be required at an estimated cost of \$125,000.
5. Repointing – With the building closed, the Town’s Facilities Manager is recommending repointing the brick face on the Raymond Library as a regularly scheduled maintenance item to better prevent water penetration through the bricks and mortar of the exterior envelope. The estimated cost to complete this project is \$275,000.

All totaled, \$1.9 million of project work over and above the initial expansion should be considered. To fund this additional work, I would propose the following:

1. Reduce the 10% construction contingency to 5% saving \$285,000.
2. Avoid \$100,000 of estimated bonding costs by coupling this bond with other bonds set for issuance, like the road bond.
3. Issue a tax exempt capital lease for the \$725,000 VRF system over a period of 7 years and pay for it as we do other capital improvement items (as part of the General Fund Budget/Debt Service).
4. Use \$125,000 from the road bond proceeds to complete the parking lot.
5. Use future LOCIP allocations totaling \$275,000 to complete the roof.
6. Incorporate the use of an energy performance contract for the VRF system and possible roof mounted solar arrays to offset some of cost of the equipment.

As you can see, we can incorporate these costs related to the addition by utilizing a variety of different funding sources. However, the Council should be keenly aware of the variability of the solution in advance so there is no confusion as to the eventual source of funds when approvals become necessary.

Should you have any questions or problems on the aforementioned, please feel free to contact me. I will be on hand at the September 19th meeting to address this memo in more detail.

Robert J. Pauck

2013 SEP 17 A 10:45

TOWN COUNCIL MAJORITY OFFICE
REAL ESTATE ACQUISITION AND DISPOSITION COMMITTEE

TOWN CLERK
EAST HARTFORD

SEPTEMBER 16, 2013

PRESENT Linda Russo, Chair; Councillors William P. Horan, Jr. and Eric Thompson

ALSO
PRESENT Rich Gentile, Assistant Corporation Counsel

CALL TO ORDER

Chair Russo called the meeting to order at 5:30 p.m.

APPROVAL OF MINUTES

February 19, 2013 Meeting Minutes

MOTION By Eric Thompson
seconded by Bill Horan
to **approve** the minutes of the February 19, 2013 Real Estate Acquisition &
Disposition Committee meeting.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

NEW BUSINESS

None

OLD BUSINESS

Raymond Library Lease

Assistant Corporation Counsel Rich Gentile initiated a general discussion of the museum pieces to be on display at the library and the lease of the library. The lease is for 99 years at \$1.00 per year and is very consistent with the current lease which it replaces. Councillor Thompson discussed the purchase by the town of a parcel or parcels of real estate on Central Avenue for use by the library, and Attorney Gentile explained that about

two years ago the Town Council authorized the conveyance of 28 and 36 Central Avenue to the library.

MOTION By Bill Horan
 seconded by Eric Thompson
 that this Committee recommends that the Town Council authorize the Town to enter into a 99-year lease with the Raymond Library Company of East Hartford and the Village Improvement Society of East Hartford for the use of 840 Main Street, and associated parking, as the Town's Public Library, and given the Town's current historical use and control of said premises as the Town's library, waive the Real Estate Acquisition requirements set forth in §10-18 (b) of the East Hartford Code of Ordinances.
 Motion carried 3/0.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (5:40 p.m.)
 Motion carried 3/0.

cc: Town Council
 Marcia Leclerc, Mayor
 Rich Gentile, Assistant Corporation Counsel

LEASE

This indenture, made this ____ day of _____, 2013, by and between the **RAYMOND LIBRARY COMPANY OF EAST HARTFORD**, a non-stock corporation duly organized and constituted under the laws of the State of Connecticut, with an office and principal place of business in the Town of East Hartford, and **THE EAST HARTFORD VILLAGE IMPROVEMENT SOCIETY**, hereinafter collectively called the "LESSOR", and the **TOWN OF EAST HARTFORD**, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, hereinafter called the "LESSEE":

WITNESSETH:

1. The Lessor, in consideration of the rents and other payments hereinafter reserved and of the covenants, agreements, provisions and considerations set forth in this Lease to be performed by the Lessee, has demised and leased and by these presents does demise and let unto the Lessee all those certain pieces or parcels of land with the buildings and improvements thereon, situated in the Town of East Hartford, County of Hartford and State of Connecticut on the easterly side of Main Street and on the northerly side of Central Avenue known as No. 840 Main Street (the "Demised Premises"). The term shall commence as of the date hereof and shall terminate on the ninety-ninth (99th) anniversary of the issuance of the Certificate of Occupancy in regard to the addition to be constructed on the Demised Premises pursuant to paragraph 12 hereof. The yearly rent shall be ONE (1) DOLLAR payable yearly.

The Demised Premises consists of two parcels of land one of which is the same premises described in a deed from Albert C. Raymond to the East Hartford Village Improvement Society dated June 9, 1879 and recorded in Volume 31, Page 430 of the East Hartford Land Records and the other of which is the same premises and described in a deed from the Town of East Hartford to the Raymond Library Company of even date herewith and recorded in Volume ____ at Page ____ of the East Hartford Land Records, sometimes referred to as 28 Central Avenue and 36 Central Avenue.

2. The said Lessee covenants with the Lessor that it will use the Demised Premises for the purpose of a Public Library and Public Park and further covenants, that it, the Lessee, will conduct, operate and maintain a Public Library and

Public Park, at its own cost and expense, on the Demised Premises in such a manner as to guarantee the continuing fulfillment insofar as is practicable of the directions expressed in the Last Will and Testament of A. C. RAYMOND (see Volume 100, Page 599 of the Hartford Probate Records to which reference is hereby made). Should the Demised Premises cease to be used for a Public Library and a Public Park, then this Lease shall terminate and the leasehold interest together with the buildings and improvements thereon shall revert to the Lessors. Notwithstanding the foregoing provision, the Lessee may utilize any parking lot on the real properties formerly known as 28 Central Avenue and 36 Central Avenue for parking municipal vehicles provided, however, that such vehicles shall be limited to passenger automobiles and such vehicles shall only be parked at said parking lot at such times as the Public Library is not open to the public for the purpose and directions expressed in the Last Will and Testament of A.C. Raymond.

3. The Lessee further covenants with the Lessor that during the term of this Lease, the Demised Premises, and every part thereof, and the buildings and improvements at any time situated thereon, shall be kept and maintained by the Lessee at its own cost and expense in good repair and in a neat, clean, painted, safe, wholesome, landscaped, insurable and tenantable condition and in conformity with the requirements of all applicable Federal, State and local health, building, fire and safety codes and regulations and all other applicable laws and regulations of any and all governmental authorities which have jurisdiction over the Demised Premises; provided, however, that all material repairs and improvements shall be subject to the approval of the Lessor as to design and aesthetics, which said approval shall not be unreasonably withheld or delayed.

4. Lessee further covenants with the said Lessor that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the Demised Premises; and also that it will not assign this lease nor underlet a part or the whole of the Demised Premises, nor use the same for any purpose but that hereinbefore authorized. Lessee will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

5. The Lessee will save the Lessor harmless and indemnified at all times against any loss, damages, penalty, cost or expenses (including attorney's fees) by reason of a failure to do or perform the agreements referred to in Paragraph 3 or by reason of the violation of any ordinance or regulation; and the Lessee will also save the Lessor harmless and indemnified at all times against any loss by reason of any accident, loss, wrong, injury or damage to person, life or property in or about the Demised Premises, and the Lessee will procure and pay for adequate liability insurance to guarantee the same and provide evidence of said insurance to the satisfaction of the Lessor. Such insurance shall name the Lessor as an additional insured.

6. Notwithstanding the provisions of Paragraph 3, the Lessor shall have the right at all times to repair, and/or maintain the Demised Premises and the land and appurtenances thereto, in whole or in part, provided however that the Lessor shall not, in the exercise of this right, in any manner interfere with the use of the Demised Premises as a library.

7. The Lessee agrees to pay all utilities for the Demised Premises including but not limited to water, gas, heating and electricity charges during the term of this Lease.

8. The Lessee further covenants and agrees that in the event of the destruction, loss or damage by fire or otherwise of or to any building now or hereafter standing upon the Demised Premises, the Lessee will, with reasonable diligence, given the nature and extent of the destruction, loss or damage rebuild or repair the same and replace or restore the appurtenances and equipment thereof, all in such a manner that the repaired or reconstructed buildings on the Demised Premises shall be of the same general character and value as the buildings existing before said destruction, loss or damage. Nothing herein, however, shall require Lessee to rebuild or repair such building (s) in the same architectural style as they existed on the date of such destruction, loss or damage should the cost of doing so be commercially disproportionate to the cost of rebuilding or repairing such building (s) in a style or way that is consistent with the designs or style of new municipal libraries at the time of such loss or destruction.

9. In the event that the Demised Premises or any part thereof shall be taken or condemned under the power of eminent domain, then this Lease shall terminate as to the whole or any part of the Demised Premises so taken. The amount of the award made for the taking of the property shall be distributed to the parties in proportion to their respective interests. If the parties cannot agree upon their just portion of said award, then such dispute shall be submitted to arbitration in the following manner: each party shall choose one arbitrator, the two arbitrators shall in turn choose a third arbitrator and the decision rendered by them shall be binding upon the parties. (In the event that the two chosen arbitrators cannot agree on the selection of a third arbitrator, then the third arbitrator shall be appointed by the American Arbitration Association or its successor.)

10. The Lessee shall continue to maintain some or all of the displays that currently comprise the King Museum at the Demised Premises (specifically, the tobacco and air museum displays and other displays that commemorate the history of the Town of East Hartford, the "King Museum Collection"). It is acknowledged by Lessor that portions of the King Museum Collection will be relocated within the building at the Demised Premises and will be integrated into such building as a whole, in the general locations set forth on the attached floor plan (the "Display Areas"). Throughout the term of this lease, Lessee shall have the right to rotate portions of the King Museum Collection in the Display Areas. The determination of what portions of the current King Museum Collection will be displayed in the Display Areas will be left to the Lessee unless Lessor notifies Lessee that it will take over such responsibility using its own funds and employees/volunteers (including the associated expense of maintaining and repairing the Display Areas and insuring the property comprising the King Museum Collection). The Lessee acknowledges that the King Museum Collection is and shall continue to be the property of the Lessor.

11. It is further agreed by and between the parties that the name of the Demised Premises and any future additions thereto shall be continued to be known as the Raymond Library and, therefore, the Demised Premises in its entirety shall always be known as the "Raymond Library". To the contrary notwithstanding, the Lessee shall have the right to erect a sign on the Premises indicating that the Demised Premises is known

as the Raymond Library and that the Demised Premises is The East Hartford Public Library.

12. No addition or improvement to the Library nor any erection of any structure on the Demised Premises shall be constructed by the Lessee without the permission of the Lessor which permission shall not be unreasonably withheld or delayed. The cost of any such addition or improvement shall be paid and funded by the Lessee.

Notwithstanding, the Lessor and the Lessee have agreed to work jointly for the construction of an addition and expansion of the present Library building at the Demised Premises. The Lessor has expended sums from its own resources to pay for the drafting of Architectural and Engineering plans and specifications for such addition and expansion. The Lessor will assign to the Lessee, upon execution of this Lease, all of the plans and drawings made by Tuthill & Wells Architects as set forth on Exhibit A annexed. Furthermore, Lessor will assign to the Lessee, upon execution of this Lease, all of Lessor's right, title and interest in and to the State Public Library Construction Grant (\$1,000,000.00), the East Hartford Municipal Bond Funds (\$2,100,000.00) and State Bond Funds (\$3,000,000.00) for the expansion of the Library. The Lessee shall be responsible for the construction of the addition and expansion of the present library building in conformity with the plans and specifications prepared by Tuthill & Wells and in accordance with the requirements of said Grant and Bonds. To the extent an escrow relationship is deemed necessary with respect to the East Hartford Municipal Bond Funds, such funds shall be deemed to be held in Escrow by Lessee, as Escrow Agent, for Lessor's benefit with respect to construction of the addition and expansion of the building at the Demised Premises.

The Lessee shall supervise the construction and shall indemnify and hold the Lessor harmless for and on account of any and all obligations and requirements relating to the State Public Library Construction Grant including but not limited to fees, fines, damages and costs incurred after the execution of this Lease. Furthermore, the Lessee shall be responsible for all fees and costs incurred with Tuthill & Wells (the Project Architect") after the date hereof.

The Lessee shall not substantially deviate from the plans

and drawings assigned to it by the Lessor without the Lessor's prior written consent which shall not be unreasonably withheld.

The Lessee shall indemnify and save the Lessor harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Lessee, and the Lessee shall have no authority on behalf of the Lessor to give anyone the right to place a lien on the Demised Premises or any part thereof, and should any such lien be placed, the Lessee shall have the same removed immediately; upon failure to do so, the Lessor may take whatever steps are necessary to have the same removed and the cost thereof shall be paid by the Lessee to the Lessor within ten (10) days of Lessor's written demand for same.

Lessor understands and agrees that the construction of an addition and expansion of the present Library building at the Demised Premises will necessitate the closure of the present library building for a period of time deemed necessary by the Project Architect. The Lessee shall, however, provide library services to the residents of East Hartford during the aforesaid construction at The East Hartford Cultural Center and Wickham Library to an extent that is practicable under the constraints of those premises and the temporary nature of the location for the library.

13. All covenants, agreements, provisions, conditions undertakings in this Lease shall extend to and be binding on the successors and assigns of the respective parties hereto, and shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the **Raymond Library Company of East Hartford**, **The East Hartford Village Improvement Society** and **the Town of East Hartford** have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereto affixed on the day and year first above written.

Signed, Sealed and Delivered in the presence of

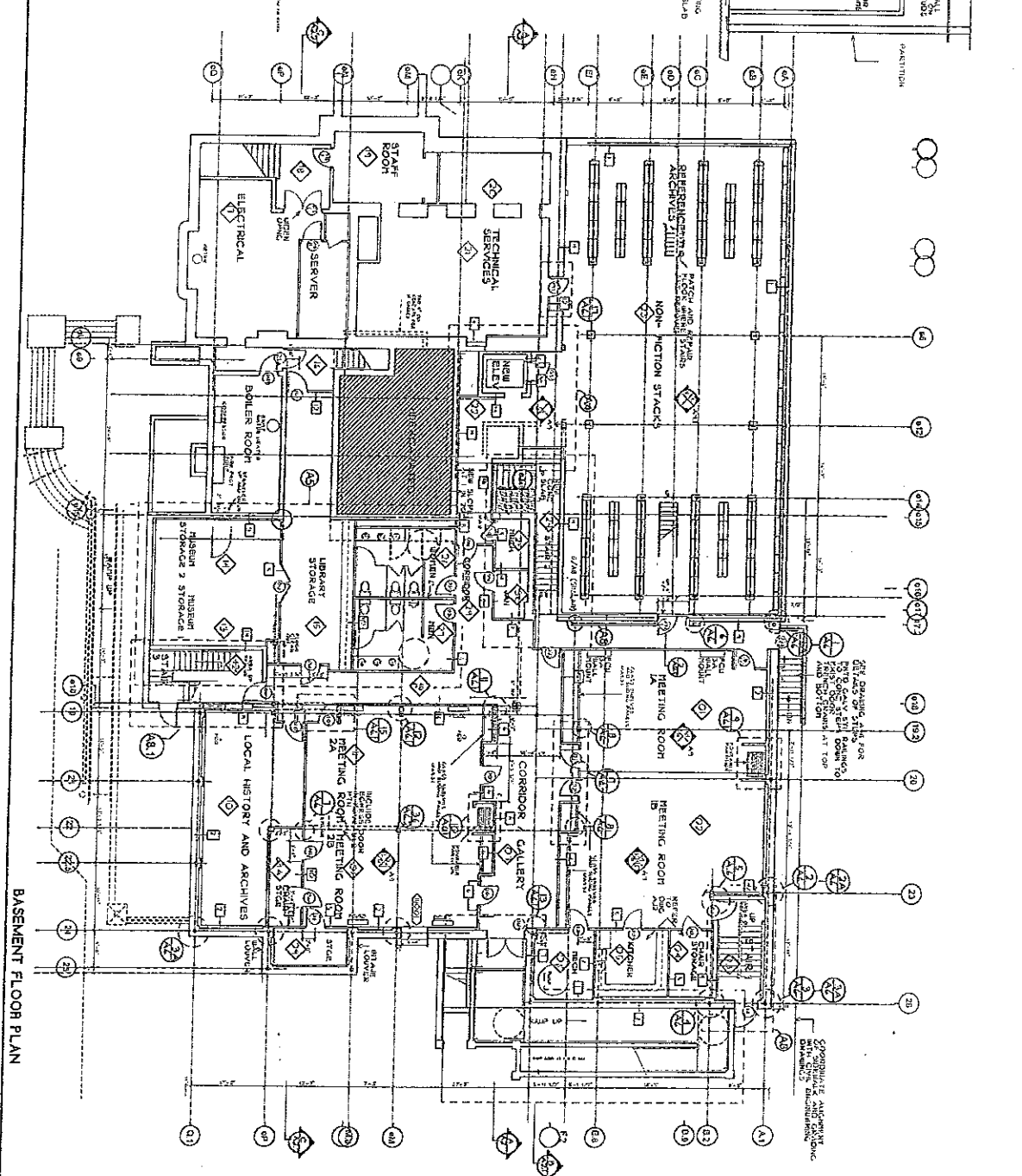
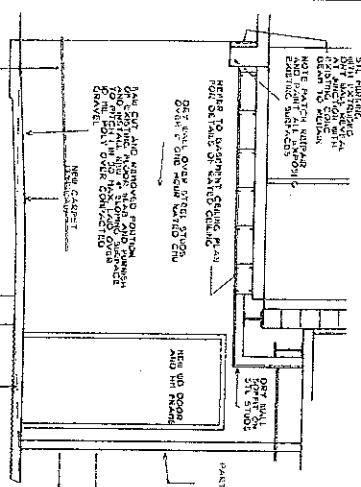
RAYMOND LIBRARY COMPANY OF EAST
HARTFORD (LESSOR)

Consulting Architectural Firm

SECTION THROUGH CHANGE IN FLOOR ELEVATION

1/4" = 1'-0"

SEE ALSO SEE A-1



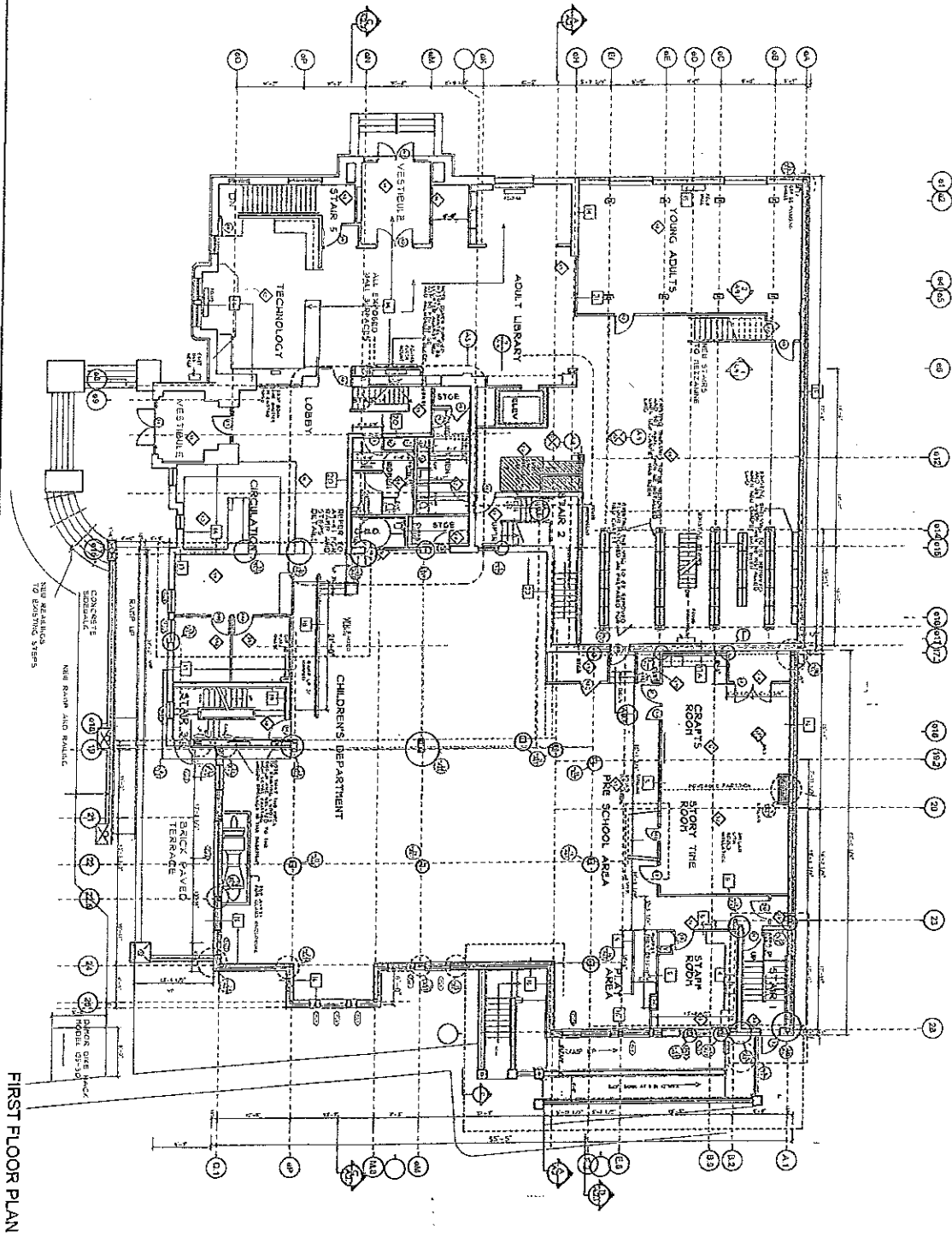
BASEMENT FLOOR PLAN

DATE: 04/01/13
 SCALE: 1/8" = 1'-0"
 FOR RECORD
 DRAWING NUMBER
 FLOOR PLAN
 A-11

tuthill + wells
 ARCHITECTS

ADDITIONS AND RENOVATIONS TO
RAYMOND LIBRARY
 840 MAIN STREET, EAST HARTFORD, CT

04/01/13



FIRST FLOOR PLAN

A-12

DATE: MARCH 13, 2013
 SCALE: 1/8" = 1'-0"
 JOB NUMBER: 13-001
 DRAWING NUMBER: FIRST FLOOR PLAN

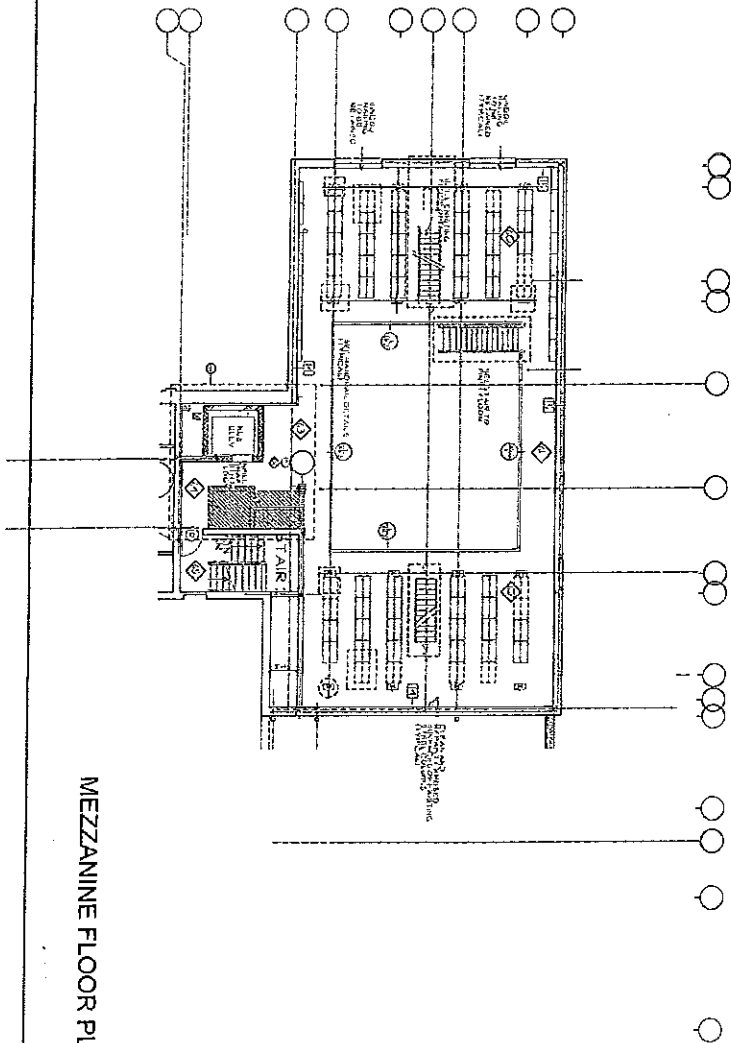


12 HUNTERS HILL, AVE., CONECTICUT 06103 PHONE: 860-426-1010

ADDITIONS AND RENOVATIONS TO
RAYMOND LIBRARY
 840 MAIN STREET, EAST HARTFORD, CT

REVISIONS

Consulting/2011 and 2012



MEZZANINE FLOOR PLAN

A1-3

DATE: AUGUST 14, 2013
SCALE: 1/8" = 1'-0"
JOB NUMBER: 08-100000-0000

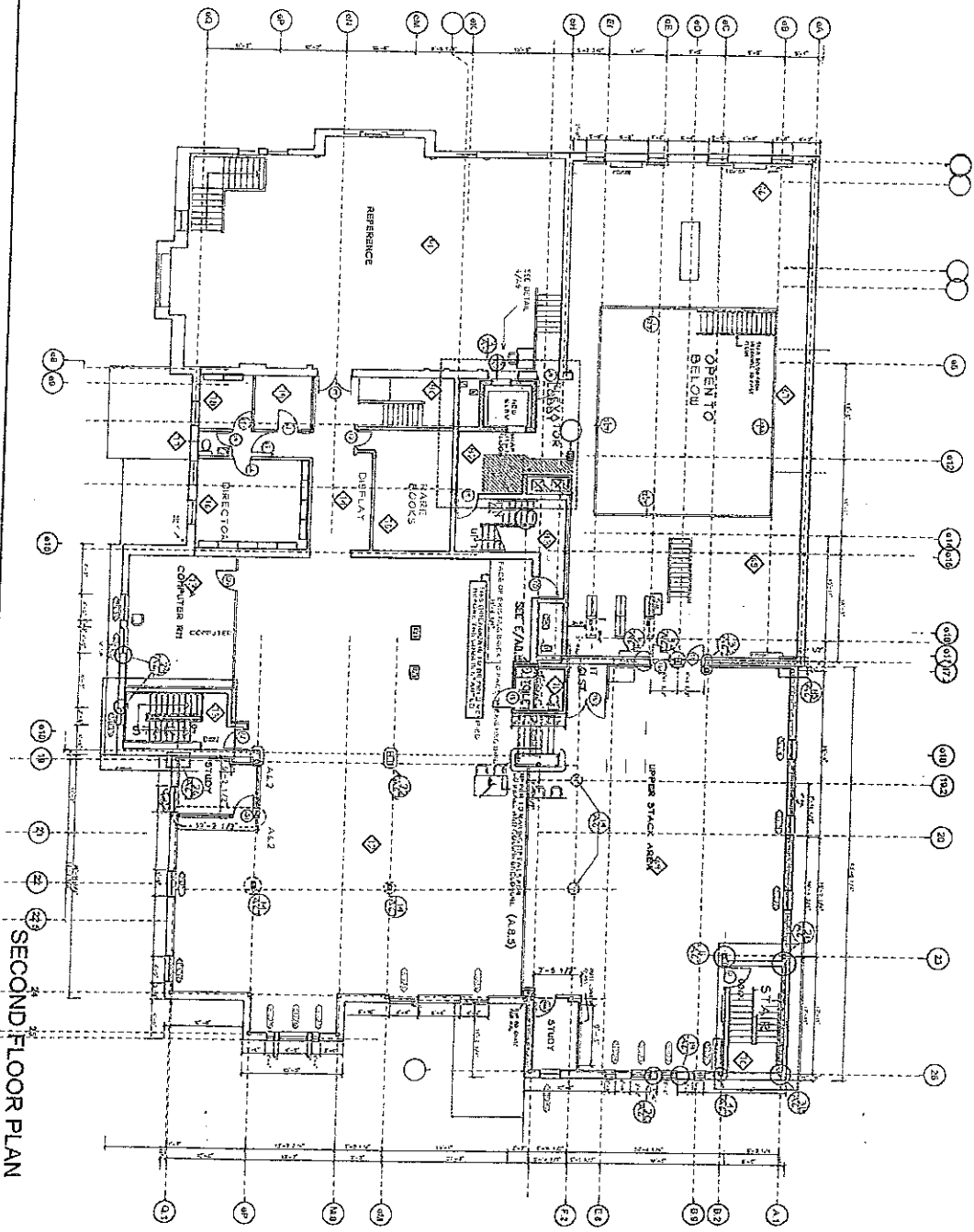
tuthill+wells
ARCHITECTS

45 FORTY-FIVE HOLLAND AVENUE, CONNORVILLE, MASSACHUSETTS 01864 PHONE: (508) 877-1333

ADDITIONS AND RENOVATIONS TO
RAYMOND LIBRARY
840 MAIN STREET, EAST HARTFORD, CT

MEZZANINE

Consulting and Design, Inc.



SECOND FLOOR PLAN

A-1.4

DATE: August 13, 2004
 SCALE: 1/8" = 1'-0"
 JOB NUMBER: 0401010101
 DRAWING NUMBER: SECOND FLOOR PLAN

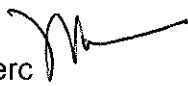
tuthill+wells
 ARCHITECTS

10 AVONDALE ROAD, AVON, CONNECTICUT 06001 PHONE: (860) 673-1333

ADDITIONS AND RENOVATIONS TO
RAYMOND LIBRARY
 840 MAIN STREET, EAST HARTFORD, CT

REVISED

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: October 8, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: CCM Energy Purchasing Program

The attached memo from Michael Walsh, Finance Director, explains the Energy Purchasing Program Participation Agreement, that CCM has requested the town be part of. The memo explains how this participation can lead to significant energy savings for the town.

I am requesting that you adopt the attached resolution to allow the Mayor to sign the attached agreement to enter into this program.

Please place this resolution on the October 15, 2013 agenda.

Thank you.

C: M. Walsh, Director, Finance

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CCM ENERGY
PURCHASING PROGRAM PARTICIPATION AGREEMENT**

WHEREAS, the Town of East Hartford desires to explore the competitive market for financially appropriate virtual net metering (VNM) solar projects, and

WHEREAS, the Connecticut Conference of Municipalities (CCM), an organization to which East Hartford belongs, is exploring the VNM solar market on behalf of Connecticut Municipalities, and

WHEREAS, the VNM solar market will soon be very competitive pending the public auction of \$8 million of Zero Emission Renewable Energy Credits (ZEREC) by order of PURA (Public Utility Regulatory Agency), and

WHEREAS, the Town desires to participate in a VNM solar application coupled with the execution of a VNM agreement to purchase net metering credits for five beneficial accounts.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a CCM Energy Purchasing Program Participation Agreement. The details of the agreement shall be mutually determined between the Mayor and CCM, whose signatures will indicate approval of specific terms and conditions.

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 October 15, 2013.


Angela Attenello, Clerk of the Town Council



MEMORANDUM

DATE: October 4, 2013

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: CCM Energy Purchasing Program Participation Agreement
- Virtual Net Metering Solar

CCM has approached the Town and has asked us to participate in a CCM initiated solar RFP for virtual net metering (VNM). Essentially, East Hartford is one of several towns identified by CCM based on our past procurements, including our TransCanada electricity contract.

As you may recall from our first and second solar projects, PURA (Public Utility Regulatory Agency), an offshoot of DEEP (a recently combined State agency), has directed utilities to contribute \$8M per year for 15 years to subsidize certain solar projects through the issuance of "ZERECs" (zero emission renewable energy credits).

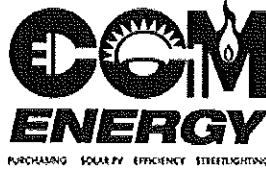
Solar companies will participate in a bid to acquire these credits as an incentive to design, build, own, and operate solar installations. We believe that our community should be poised to enjoy the possible benefits of this subsidy by being ready to identify a solar VNM site.

By using CCM to help select a Town site for this VNM solar application and by executing an agreement to purchase net metering credits for five beneficial sites, East Hartford can again enjoy the environmental benefits of solar power with no capital investment while enjoying a reduction in electricity costs. The site being explored by the Town is the closed East Hartford landform.

Accordingly, we ask that you forward to the Town Council the attached CCM Energy Purchasing Program Participation Agreement which essentially allows CCM to market our identified site through an RFP process. This agreement does not bind the Town in any way if the market will not support our financial goals.

However, we believe that the income stream created by the ZEREC coupled with commitments we make via the VNM agreement will poise the Town to be in a good position to realize electricity savings while benefiting the environment. If the overall project is successful, CCM will receive a \$.075 per watt of installed capacity as their fee for this work, or a total of \$90,000. All payments will be made from the savings generated from an actual completed installation.

I have attached the agreement that needs to be executed by the Town, a resolution for the Town Council to approve to allow you as Mayor to sign the agreement, and various other literature. Should you have any questions or problems on the aforementioned, please feel free to contact me.



ENERGY PURCHASING PROGRAM
PARTICIPATION AGREEMENT

Participant: The Town of East Hartford Participant Contact: Michael P. Walsh
Address: 740 Main Street, E. Hfd, CT 06108 Phone: 860-291-7246

Article 1. Agency. Participant desires to participate in the Energy Purchasing Program, a component of the CCM Energy Program, for purchase of Natural Gas ____, Electricity ____, Solar Electricity and/or virtual net metering credits X, or 9AW All three ____ (as indicated by the initials of its authorized representative). CCM Services, LLC ("CCM Services") has retained Bay State Consultants, LLC ("Bay State") to assist CCM Services in enabling Participants to achieve cost-effective purchase of electricity and natural gas ("Electricity Purchasing" and "Natural Gas Purchasing") under the Energy Purchasing Program. By executing this agreement for services (the "Agreement") the Participant hereby authorizes CCM Services and Bay State to act as its exclusive agents to negotiate with any and all electricity and/or natural gas suppliers ("Energy Suppliers"), as selected above, for and on behalf of the Participant and in the name of the Participant during the term of this Agreement for the purposes specified herein. The goal of these negotiations is to achieve electricity and/or natural gas prices that are cost-effective for the Participant. The above-named Participant Contact is authorized to act on Participant's behalf in order to fulfill Participant's obligations hereunder. The Participant is under no obligation to accept a contract for energy supply ("Supply Contract") or solar power purchase agreement presented to it by Bay State and/or CCM Services. For the purposes of this article references to the purchase of Electricity and Energy Suppliers, including the exclusive authority to negotiate electric supply agreements, shall be deemed to include solar electricity, solar electric suppliers and the negotiation of solar power purchase agreements.

Article 2. Bay State Responsibilities. Bay State shall be responsible for acquiring from the utility company all energy usage and other data that is necessary to issue a Request For Proposals for Participant's initial Supply Contract or any subsequent Supply Contract ("RFP" and "Renewal RFP" respectively) to Energy Suppliers, to the extent feasible. Bay State shall seek proposals from potential Energy Suppliers and shall negotiate supply contracts with Energy Suppliers on the Participant's behalf. Bay State will use reasonable efforts to complete negotiations with Energy Suppliers in a timely manner and will use its best professional judgment in monitoring energy markets to secure cost-effective electricity and/or natural gas for the Participant, as indicated above, from licensed Energy Suppliers. Following the presentation of a Supply Contract to the Participant, which shall be complete except for the term specifying the price per unit of energy, Bay State shall make itself available by telephone to promptly answer questions by the Participant and shall consult with the Participant when appropriate. If the Participant accepts the Supply Contract, Bay State will establish a date for obtaining prices ("Pricing Day") and then obtain price quotes from licensed suppliers on that scheduled Pricing Day. Bay State or CCM Services will communicate to the Participant the price per unit of energy quoted by such suppliers on the scheduled Pricing Day, which price must be accepted or rejected by the Participant within four hours of receipt by the Participant.

For solar energy projects, including virtual net metering projects, CCM Services and Bay State will negotiate the Power Purchase Agreements associated with each project with competitively selected Solar Energy Suppliers to maximize savings for each Participant (defined as the difference between the Participant's pre-project cost per kwh and post-project price per kwh). Each solar power purchase agreement shall include an Appendix which specifies that the solar energy fee, equal to \$.075 per watt of installed capacity, will be paid out of the proceeds of the solar project's financing prior to the start of commercial operations. Following the execution of the solar power purchase agreement, Bay State will monitor the development of the solar projects up to and including the commencement of operations.

Throughout the term of this Agreement and any Supply Contract entered into pursuant to this Agreement, CCM Services on or about the first day of September shall provide Participant an annual report comparing the then current rates for electricity provided by its Local Distribution Company ("LDC") with the projected rates in the savings analysis prepared on Pricing Day.

Article 3. CCM Services Responsibilities. CCM Services shall review, prior to any approval thereof, all RFPs and Renewal RFPs, and all decisions by Bay State to include or exclude from consideration any proposals received from Energy Suppliers; review, prior to any approval thereof, any Supply Contract negotiated by Bay State with Energy Suppliers for provision of energy to Participants; make itself available to answer questions from Participants, and otherwise monitor the operation and effectiveness of the Energy Purchasing Program.

Article 4. Participant Cooperation. No services shall be provided to Participant hereunder until such time as Participant provides CCM Services with the following: (1) forms authorizing Bay State and CCM Services to request the Participant's natural gas and/or electricity usage information from its local distribution company ("LDC"), which forms are attached hereto as Exhibit 1 (the "Data Release Forms"); (2) a recent bill for every gas account and every electric account that the Participant wishes to be included in the Energy Purchasing Program, but with respect to Solar Energy projects, the most recent utility distribution bills for the electric accounts associated with the nominated solar sites; (3) the most recent audited financial report for the Participant; and (4) to the extent available, the most recent Standard and Poor's or Moody's rating and rating report regarding the most recently issued debt of the Participant. Upon request, and to the extent readily available, Participant agrees to provide CCM Services and Bay State with other relevant documents and information. Participant shall cooperate with CCM Services and Bay State during the negotiations between Bay State and Energy Suppliers. In addition, the Participant shall be available for consultation throughout the negotiations. CCM Services and Bay State may rely upon the accuracy of all information that is provided by the Participant under this Agreement or in connection with the services to be provided by CCM Services and Bay State pursuant to this Agreement, without any independent investigation by CCM Services or Bay State.

For Solar Energy, including virtual net metering, projects only, in addition to the above, Participant will provide: an executed copy of this Agreement, a copy of the resolution authorizing the execution of this Agreement; the name, title, phone number and email address of the person designated to coordinate with CCM Services and Bay State during the development of this project. With respect to any roof sites nominated as a solar site, Participant will provide: a description of the age and type of roof (e.g., flat "built up" or EPDM), remaining roof warranty including the name and contact information of the roof warranty provider, address of the building suitable for Google Earth satellite photo of the roof, as built drawings of the building suitable to support structural analysis. With respect to any land site nominated for consideration as a solar site, Participant will provide: a plot plan or drawing that shows the dimensions of the nominated land area (), address of the site suitable for Google Earth satellite photo of the site. If a virtual net metering project is contemplated, Participant will provide copies of recent utility bills for up to 5 accounts that consume 1,600,000 kWh or more in the aggregate that are targeted to receive the benefit of the net metering credits, as well any information on any publicly owned or privately owned sites in the community that Participant elects to nominate for consideration as the location of the solar array.

Article 5. Compensation. The electricity fee and natural gas fee for services provided by CCM Services and Bay State (the "Service Fee") shall be based upon the unit of energy for each Supply Contract. For Electricity Purchasing, the Service Fee will be based on the total kilowatt hours ("Kwh") of electricity supplied to the Participant during the term of any Supply Contract obtained for the Participant by CCM Services and/or Bay State and shall be equal to \$.00133 per Kwh. For Natural Gas Purchasing, the Service Fee will be based upon the total dekatherms ("Dth") of natural gas supplied to the Participant during the term of any Supply Contract obtained for the Participant by CCM Services and/or Bay State and shall be equal to \$.20 per Dth. The Solar Energy fee for services provided by CCM Services and Bay State, including virtual net metering, shall be equal to \$.075 per watt of installed solar capacity (DC rating).

Article 6. Billing and Payment. The Service Fee related to electricity and natural gas procurements will be invoiced monthly by CCM Services and shall equal one-twelfth of the Participant's estimated annual Kwh and/or Dth for electric and/or natural gas accounts included in any RFP or Renewal RFP. Invoices are due and payable in full to CCM Services upon receipt by Participant. If Participant does not pay an invoice within forty-five (45) days after receipt, CCM Services and Bay State may exercise their option to add a simple interest charge of 10% per annum. Participant agrees to pay all fees and expenses (including attorneys fees) associated with collection of any delinquent amounts owed to CCM Services and Bay State by Participant. In the event of a dispute by Participant regarding any portion or all of an invoiced Service Fee, the undisputed portion shall be paid when due, and simple interest on the disputed, unpaid portion shall accrue at a rate of 10 % per annum, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to CCM Services and Bay State. At Participant's option, for Supply Contracts covering a period of at least twelve months, the Service Fee will be adjusted after each twelve-month period based upon Participant's actual annual Kwh and/or Dth *provided* Participant submits to CCM Services its paid electric and/or natural gas bills for the immediately preceding twelve month period for which an adjustment is requested. The solar fee, including virtual net metering, shall be paid out of the proceeds of

the financing by the successful developer, on behalf of the Participant, prior to the start of commercial operations of the solar project, pursuant to an agreement with the developer that will be appended to the solar power purchase agreement executed by the Participant. If for any reason this payment structure is not feasible, CCM Services will bill the Participant for the Solar Energy fee, and the Participant will in turn collect the fee amount from the solar developer. Irrespective of the payment method in any given project, the intent of this paragraph is that the solar fee should be funded by the project financing, and the Participant shall have no obligation to pay any fee other than the fee collected through the solar project's financing source.

Article 7. Term of the Agreement. For electricity and natural gas purchasing this Agreement shall commence as of the last date set forth below, and shall continue for a period of either one (1) year thereafter or until the expiration of any Supply Contract entered into pursuant to this Agreement, whichever occurs last. Participant may terminate this Agreement ninety (90) days prior to the termination of any Supply Contract entered into pursuant to this Agreement upon written notice to CCM Services and Bay State, provided that all obligations of the Participant under any Supply Contract, and the obligation to pay the Service Fee for such Supply Contract, shall survive termination of this Agreement. For solar projects, including virtual net metering, this Agreement shall commence upon the execution of this agreement and terminate upon the commencement of commercial operations of the solar project. In the event no solar power purchase agreement is executed within 18 months of the execution of this agreement, any party may terminate upon thirty (30) days notice.

Article 8. Limitation of Liability. A) Neither Bay State nor CCM Services shall be liable for loss, delay, injury, damage, or failure of performance that may be caused by circumstances beyond its or their reasonable control, including but not restricted to acts or omissions by a Participant, its employees, agents or others acting on its behalf, Acts of God, strikes, action of the elements, act of any government, and civil disturbances. B) Participant agrees that Bay State's and CCM Services liability for any loss, delay, injury, damage, or failure of performance is limited to the re-performance of the Services.

Article 9. Miscellaneous.

(a) This Agreement shall constitute the entire agreement among the Participant, CCM Services, and Bay State with regard to the Participant's participation in the Energy Purchasing Program and supersedes any prior understanding or representation with respect thereto.

(b) Except as specified in Article 7, this Agreement may be amended, modified, terminated, or extended only by mutual written consent of the parties.

(c) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, provided that this Agreement shall not be assigned by any party hereto without the prior consent of the other parties.

(d) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all parties to the expungement of the invalid provision.

CCM Services, LLC

Bay State Consultants, LLC

Participant:

Town of E. Hartford

By: _____

By: _____

By: _____

James J. Finley, Jr.
President

John Shortsleeve
President

Name: Marcia A. Leclerc

Title: Mayor

Authority Warranted

Authority Warranted

Authority Warranted

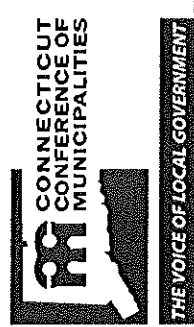
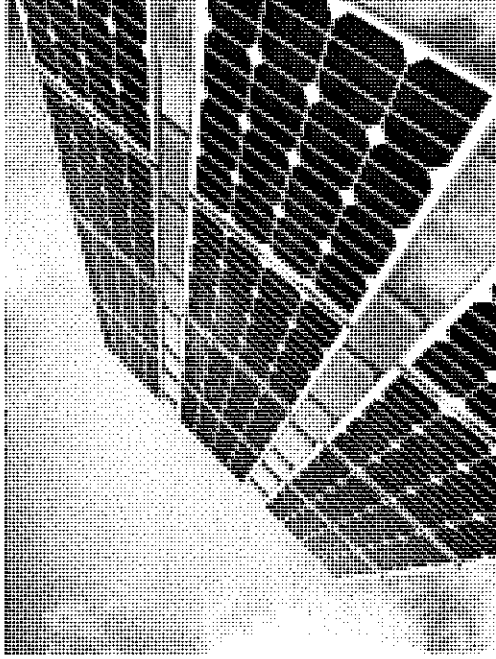
Date: _____

Date: _____

Date: 10-15-2013



EXPANDED OPPORTUNITIES FOR SOLAR PV



900 Chapel Street
New Haven, CT 06510
203-498-3000
ccmtraining@ccm-ct.org



BAY STATE CONSULTANTS

September 5, 2013

PRESENTERS:

Andy Merola, CCM

John Shortsleeve, President, Bay State Consultants, LLC



AGENDA:

- Connecticut's ZREC Program
- Economic Drivers of Solar Projects
- Virtual Net Metering
- Two Programs: “Behind the Meter” & “Virtual Net Meter”
- Typical Savings
- CCM Procurement Plan
- CCM Results to Date, Fee Structure
- Schedule for Upcoming Solar Procurement
- Advantages of the CCM Energy Program
- Summary
- Q&A

CCM Energy Solar PV & VNM Programs

9/24/13

Webinar



2

Connecticut ZREC Program

- April 4, 2012: PURA approves utility plan for purchase of Zero Emission Renewable Energy Credits (ZRECs)
- Each year CL&P and UI enter into 15-year contracts valued at \$8 million/yr (\$8 million/yr x 15 years = \$120 million worth of 15-year ZREC contracts awarded each year)
 - \$120 million awarded in 2012
 - \$120 million currently being awarded in 2013
 - \$120 million to be awarded in 2014

CCM Energy Solar PV & VNM Programs

8/13

Webinar



Two Economic Drivers

Solar PV projects require two separate and distinct contracts:

- Power Purchase Agreement (PPA) between the solar company and the community (the contract that CCM Energy competitively procures in advance of the spring ZREC auction)
- ZREC contract between the solar company and the utility (the contract to be awarded in the annual ZREC auction in the spring)

Both revenue streams essential to a successful solar PV project

We must complete the procurement of the CCM contract in advance of the ZREC auction so that the solar company can submit a bid for the project's ZRECs into the utility auction

CCM Energy Solar PV & VNM Programs



Virtual Net Metering

Virtual Net Metering

- Using power exported to the grid to generate net metering credits for a customer host and up to 5 beneficial accounts

Virtual Net Metering Credit

- Monthly credit = GSC + a declining % of T&D - 80%, 60%, then 40%

Virtual Net Metering Facility

- Class I renewable energy source with nameplate capacity rating of ≤ 3 MWs

CCM Energy Solar PV & VNM Programs

©2013

Webinar



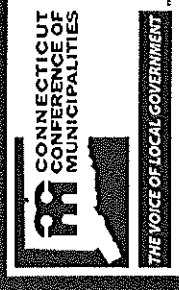
CCM: Two Types of Solar Projects

	Behind the Meter Project	Virtual Net Meter Project
Array Type	Rooftop array (typically)	Ground mount array
Site ownership	Public	Public or Private
Contract	Contract to purchase solar power	Contract to purchase net metering credits
Used by	Power used by the site meter	Credits used by the 5 meters targeted to receive credits
Primary use of power	Used on the site	Exported to Grid
% of power exported	Very small %	99%
Net Metering Credits Generated	Occasionally, only when exporting power	99% of the time
Can credits be banked	Yes (up to 12 months)	Yes (up to 12 months)
Payment for unused credits	End of year at EDC wholesale rate	End of year at EDC full retail value
Sizing of Array	Conservatively sized to ensure full use of power during 12 months	Sized to maximize credits from 1 mw array

CCM Energy Solar PV & VNM Programs

9/5/13

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Elements of a Feasible Site

“Behind the Meter” projects

- Typically rooftop arrays
- Requires a newer roof (at least 15 years remaining in roof warranty as of Jan 2015)
- On a facility that consumes at least 200,000 kwh / year

Virtual Net Metered projects

- Typically (not always) located on a privately owned site
- 3 to 5 acres of open flat land
- Proximity to utility three phase lines

CCM Energy Solar PV & VNM Programs

05/13

W001018



Typical Projected Savings

“Behind the Meter” Savings Equation

- Savings = (current electric cost avoided) – (cost of solar power supplied)
- Typical Solar project estimated to save:
 - \$11,000 to \$35,000 per year
 - \$220,000 to \$700,000 over 20 years

Virtual Net Metered Savings Equation

- Savings = (Value of net metering credit) – (cost to purchase net metering credit)
- Typical Solar project estimated to save :
 - \$30,000 per year
 - \$600,000 over 20 years

Savings are impacted by project size, rate class, bid price, and other variables (VNM final regulations expected late fall)

CCM Energy Solar PV & VNM Programs

015113

Webinar



CCM Energy's Competitive Procurement

CCM Energy services include:

- Screen potential sites
- Develop the procurement documents
- Qualify bidders
- Organize site visits
- Evaluate bids
- Negotiate power purchase /or net metering agreements
- Recommend the winning bidder and contract
- Monitor the project from contract execution through the start of construction (from start to finish this may be a 12 month effort).

CCM Energy Solar PV & VNM Programs

04/13

Webinar



CCM ZREC Results to Date

2012 Auction

- 28% of total Bids awarded ZREC contracts
- 80% of CCM Bids awarded ZREC contracts

2013 Auction

- Final results will be known in October
- All CCM bids currently awarded or waitlisted



CCM Representative Savings

Savings	First Year	20 Year
East Hartford, 1 st project	\$54,000	\$765,000
East Hartford, 2 nd project	\$30,000	\$469,000
Hamden	\$39,000	\$752,000

CCM Energy Solar PV & VNM Programs

9/21/13

Waterbury



CCM Program Fee

One-time fee paid by solar company at the start of construction

- \$.075 per watt of installed capacity (DC rating)

Paid only if project proceeds to construction

Savings on previous slide included the following fees:

- East Hartford fee (1st project, 580 kW) \$44,000
- East Hartford fee (2nd project, 563 kW) \$42,000
- Hamden fee (442 kW) \$39,000



CCM Energy Solar Schedule: Fall 2013

Activity	Date
Finalize participants and projects	August / September
Issue Request for Qualifications	October 1
Accept Indicative Bids	Nov 1
Evaluation / Negotiation of terms and conditions	Nov
Submit Negotiated contracts to participants	Dec 1
60 day municipal review	
Site visits	
Prepare final RFP	
Issue Final RFP	Feb 1
Accept final Bids	Mar 1
Evaluation / Negotiation of Price	Mar 1 - 15
Submit Final Recommendations	Mar 15
Presentations to BOS or BOE	Mar 15 – Apr 15
Execute contract	Mid April
ZREC Auction	May (Estimate)
Construction Start on non school sites	Fall 2014
Construction start on school sites	Summer 2015

CCM Energy Solar PV & VNM Programs

9/5/13

YOUNG



How to Get Started

Board/Council passes resolution authorizing participation

Submit a signed Participation Agreement

Identify Sites so that we can conduct preliminary assessment

- Behind the meter (roof tops with relatively new roofs on facility that consumes minimum of 200,000 kWh/yr)
- Site in the community for VNM project (3 to 5 open flat acres)

Conference call to review Google Earth photo(s) to confirm initial suitability

Provide copies of recent utility bill for targeted accounts

- Behind the meter accounts with minimum 200,000 kWh/yr
- 5 targeted VNM accounts collectively consume 1.6 million kWh/yr
- Complete a more detailed survey questionnaire
- Provide a signed utility data release form authorizing us to obtain data from your electric utility

CCM Energy Solar PV & VNM Programs

9/15/13

Webinar



Summary

Why CCM Energy?

- Large group of program participants ensures continuing interest among multiple solar developers
- Multi-supplier/competitively bid pricing yields lower per kWh cost
- Multi-supplier/competitively negotiated power purchase agreements yields beneficial PPA terms and conditions
- Expert, reliable advice and assistance throughout the process including negotiating with your current supplier if required by your current supply agreement (already allowed by most CCM procured contracts)
- Savings and reduced risk for participants
- No capital investment by the community

CCM Energy Solar PV & VNM Programs

05/13

Webinar



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: October 8, 2013

TO: Richard Kehoe, Chair

FROM: Mayor Marcia A. Leclerc 

RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$12,072.65 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for October 15, 2013 meeting.

C: M. Walsh, Director of Finance

I. Laurenza, Tax Collector

INTEROFFICE MEMORANDUM

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

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

SUBJECT: REFUND OF TAXES

DATE: 10/2/2013

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$12,072.65 See attached list.

Bill	Name	Address	Prop Loc/Vehicle Info.	Over Paid
2012-03-0050313	ADAMS EVELYN	88 UNIVERSITY AVE E HARTFORD CT 06108 1444	2002//4T1BF28B92U248618	\$ (134.55)
2012-03-0050420	AFRIYIE ANGELA O	93 GLENN RD E HARTFORD CT 06118 2126	2002//5N1ED28Y12C526165	\$ (112.82)
2012-03-0051560	ARI FLEET LT	4001 LEADENHALL ROAD MT LAUREL NJ 08054 4611	2008//3FAHP08148R131400	\$ (134.33)
2012-03-0053010	BENTIL ROBERT	88 UNIVERSITY AVE E HARTFORD CT 06108 1444	1999//JT8BD68S7X0084655	\$ (5.05)
2012-03-0053805	BOUCHER GERALD R	11 ELMS VLG DR B7 E HARTFORD CT 06118 2660	2000//3N1C851D8YL312848	\$ (94.82)
2012-03-0053967	BRADLEY SHERRY M	31 TEMPLE DR E HARTFORD CT 06108 1328	1997//JN1CA21D0VT205690	\$ (105.80)
2012-03-0054213	BRINIUS MICHAEL OR BRINIUS VICTORIA J	60 RENTSCHLER ST E HARTFORD CT 06118 2335	1996//JT3HN87R3T0018203	\$ (120.72)
2012-03-0054305	BROTHERS OIL CO INC	486 SCHOOL ST E HARTFORD CT 06108 1149	1998//1GTGG25R8W1046420	\$ (51.98)
2012-03-0059848	BUETTEL CAITLIN C	100 FOREST ST E HARTFORD CT 06118 2312	2005//YV1MS382152076223	\$ (8.57)
2012-03-0055157	CALLAZO RALPH	156 JEFFERSON LN E HARTFORD CT 06118 2109	2006//2SWJW11A16S038636	\$ (24.83)
2012-03-0056320	CHASE AUTO FINANCE CORP	BOX 901098 FORT WORTH TX 76101	2010//JM3ER2VM3A0307267	\$ (356.07)
2012-03-0056508	DAIMLER TRUST	13650 HERITAGE PKWY FORT WORTH TX 76177	2011//WDDHF8HB5BA364892	\$ (793.14)
2012-03-0058954	DAYS PATRICE	PO BOX 380223 E HARTFORD CT 06138 0223	2001//4S3BH686117664068	\$ (45.87)
2012-03-0059041	DEGRAFFENREADT WILLIE M	125 SAWKA DR E HARTFORD CT 06118 1324	2001//1B7HF13YX1J235283	\$ (17.17)
2012-03-0059084	DEJESUS MELANIE E	PO BOX 380082 E HARTFORD CT 06138 0082	2003//1J4GK48K03W578245	\$ (12.03)

2012-03-0060553	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//5NPEB4AC5CH437306	\$	(48.20)
2012-03-0060567	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//2G1WG5E37C1203636	\$	(47.68)
2012-03-0060572	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//1C4PJMAK9CW115507	\$	(53.56)
2012-03-0060587	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2011//2G1WG5EK2B1306825	\$	(130.38)
2012-03-0060609	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//2G1WG5E39C1255527	\$	(47.68)
2012-03-0060616	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//1G1ZC5E07CF132316	\$	(475.39)
2012-03-0060631	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//2C3CACACG4CH245374	\$	(222.22)
2012-03-0060632	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//2C3CACACG9CH250909	\$	(222.22)
2012-03-0060637	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//2T1BU4EE6CC851514	\$	(43.02)
2012-03-0060641	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//2T3BF4DVXCVW213266	\$	(57.38)
2012-03-0060655	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//JN8AZ1MW7CW225813	\$	(151.76)
2012-03-0060659	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//3N1TAB6AP3CL703860	\$	(41.22)
2012-03-0060689	EAN HOLDINGS LLC	6929 N LAKEWOOD AVE TULSA OK 74117	2012//1GCHTCFEXC8149276	\$	(198.74)
2012-03-0061317	FACTOR LEONARD J	32 HANMER ST E HARTFORD CT 06108	1994//1GNEC16K4RJ390935	\$	(64.53)
2012-03-0063707	GIBSON DEAN F	33 GRANDE RD. E HARTFORD CT 06118 2043	2002//JM3LW28J520318498	\$	(79.02)
2012-03-0064879	GUIDOTTI EUGENE A OR GUIDOTTI MARY E	15 HOME TR E HARTFORD CT 06108 2960	2006//1N4AL11D96C263491	\$	(27.44)
2012-03-0064913	GULA JEAN M	33 GRANDE ROAD E HARTFORD CT 06118	2001//JF1SF63581H725677	\$	(76.82)
2012-03-0064918	GUNI ABEDIN R	237 BREWER ST E HARTFORD CT 06118 2100	1998//1N4AB41D0WC759753	\$	(56.28)
2012-03-0064919	GUNI ABEDIN R	237 BREWER ST E HARTFORD CT 06118 2100	1994//4T1GK12E0RU036702	\$	(32.96)
2012-03-0064920	GUNI ERGYS	237 BREWER ST E HARTFORD CT 06118 2100	1995//JT2GK12E3S0081949	\$	(56.67)
2011-03-0080365	HOLDEN AMANDA	10 CONVERSE ST STAFFORD SPRINGS CT 06076 1304	2009//1J4FT28B39D133600	\$	(15.43)
2012-03-0066501	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2012//2HGF52F55CH575747	\$	(91.36)
2012-03-0066515	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2010//1HGPC2F36AA175100	\$	(80.96)
2012-03-0066525	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2010//5FNRL3H44AB099206	\$	(112.16)
2012-03-0066526	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2010//1HGC51B7XAA011317	\$	(45.58)
2012-03-0066570	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2010//5J6TF2H50AL005703	\$	(62.90)
2012-03-0066584	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2011//1HGPC2F38BA143928	\$	(135.96)
2012-03-0056318	JAIME ROBERTA	15 JOANNE DR E HARTFORD CT 06108	2010//JF1GH6B61AH826084	\$	(547.00)
2012-03-0067873	JOLLEY BENJAMIN R	11 WALTER PL E HARTFORD CT 06108 2143	2008//JNRBS08W28X400298	\$	(323.56)
2012-03-0068676	KIEFER PATRICIA I	27 GRANDE RD E HARTFORD CT 06118 2043	1998//JT3HP10V0W7091534	\$	(93.94)

2011-03-0072438	MARTIN MAKARIA K	216 WESTBURY BLVD HEMPSTEAD NY 11550 1931	2007//1HGCM55477A083765	\$	(6.62)
2012-03-0072333	MATHIAU GARY A	1630 MAIN ST E HARTFORD CT 06108 1610	1999//4F4ZR17X9XTM44385	\$	(119.85)
2012-03-0074683	MURZIN LISA A	97 WINDING LN E HARTFORD CT 06118 3231	1997//4F4CR12A0V7TM01060	\$	(67.61)
2012-03-0076858	PASQUALINI MICHAEL H	129 CENTRAL AVE E HARTFORD CT 06108 5310	2001//1GTD13W61K201681	\$	(19.52)
2012-03-0077673	PETERSON D L TRUST	940 RIDGEBROOK ROAD C SPARKS MD	2008//WDP445889370624	\$	(263.40)
2012-03-0086271	PETERSON D L TRUST	940 RIDGEBROOK ROAD C SPARKS MD	1991//1M2AA13Y5MW012555	\$	(619.87)
2012-03-0080411	RODRIGUEZ ANA I	45 GRAHAM RD E HARTFORD CT 06118 2129	1998//1HGEJ8245WL083208	\$	(10.53)
2012-03-0081228	ROY REJEAN G OR ROY GINA L	71 BERKELEY DR VERNON CT 06066	1998//1FAFP52S3WA277929	\$	(38.42)
2012-03-0081319	RUGGIERO JOSEPH P OR RUGGIERO ANNA	24 RENTSCHLER ST E HARTFORD CT 06118 2335	1995//1N4BU31D0SC175081	\$	(5.37)
2012-03-0081506	RYDER TRUCK RENTAL INC	99 MURPHY RD HARTFORD CT 06114 2104	2007//1HSHWAHN97J413702	\$	(1,170.82)
2012-03-0081507	RYDER TRUCK RENTAL INC	99 MURPHY RD HARTFORD CT 06114 2104	2007//1HSHWAHN07J413703	\$	(1,170.82)
2012-03-0081514	RYDER TRUCK RENTAL INC	99 MURPHY RD HARTFORD CT 06114 2104	2007//1HSHWAHN57J413700	\$	(1,170.82)
2012-03-0081518	RYDER TRUCK RENTAL INC	99 MURPHY RD HARTFORD CT 06114 2104	2007//1HSHWAHN77J413701	\$	(1,170.82)
2012-03-0084440	SUMMERS DENISE L	63 KING CT E HARTFORD CT 06118 1808	1998//3VWRB81H2WM232994	\$	(70.90)
2012-03-0084827	TAYLOR MICHAEL D AND TAYLOR DAVID L	22 FARMSTEAD RD E HARTFORD CT 06118 3018	1996//WBAABG1326TET01870	\$	(72.43)
2011-03-0087271	VASSELL MARVIN M	20 HENDERSON DR APT 6 E HARTFORD CT 06108 2826	2003//1GNEC13Z03J138365	\$	(146.26)
2012-03-0087914	WHEELS LT ATTN: CHERYL RISSMANN	666 GARLAND PL DES PLAINES IL 60016	2010//3D7JV1EP3AG133226	\$	(198.82)
2012-03-0088182	WILLIAMS CHERYL I	114 CHIPPER DR E HARTFORD CT 06108	2002//JNKCP11A62T512402	\$	(90.00)
TOTAL				\$	12,072.65

Robert J. Posak

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

2013 OCT - 1 (860) 291-7208

TOWN OF EAST HARTFORD (860) 291-7389
EAST HARTFORD

DATE: October 11, 2013

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, October 15, 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, October 15, 2013

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the following tax appeal cases:

1. 136 Jaidee Drive Associates LP v. Town of East Hartford, Docket No.CV-12-6016046-S (involving 1-36 Jaidee Drive);
2. Southern New England Telephone v. Town of East Hartford, Docket No.CV-12-6015381-S (involving 14 Chapman Street);
3. LMA/U.S.A., LLC, et al. v. Town of East Hartford, Docket No.CV-12-6015706-S (involving 1A-31 Main Street);
4. Glastonbury/East Hartford Assoc. v. Town of East Hartford, Docket No.CV-12-6015705-S (involving 4-16 Main Street);
5. 171-221 Park Avenue EH, LLC v. Town of East Hartford, Docket No.CV-12-6015507-S (involving 171-221 Park Avenue);
6. 323-333 Park Ave. EH, LLC v. Town of East Hartford, Docket No.CV-12-6015508-S (involving 323 Park Avenue and 333 Park Avenue);
7. Jamm, LLC v. Town of East Hartford, Docket No. CV-12-6015443-S (involving 353 Park Avenue and 357 Park Avenue);
8. 249-275 Park Ave. EH, LLC v. Town of East Hartford, Docket No. CV-12-6015509-S (involving 249 Park Avenue and 275 Park Avenue).

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Brian Smith, Assessor