

*Robert J. Peck*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
AUGUST 5, 2014

2014 AUG -1 A 11:46

TOWN CLERK  
EAST HARTFORD

7:00 P.M. Public Hearing

REVISED 08-01-14

=====  
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. July 15, 2014 Executive Session
  - B. July 15, 2014 Public Hearing/Bissell Street
  - C. July 15, 2015 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Responses to Questions Asked of the Administration:
    1. Traffic Signal at Brewer and Forbes Street
    2. Tree Belt Repair – Sandra Drive area
  - B. Town of East Hartford Personnel Rules and Merit System Recent Changes
  - C. **Michael Walsh: Certificate of Achievement for Excellence in Financial Reporting**
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Contingency Transfer re: Republican Primary Election
  - B. East Hartford Board of Education Capital Improvement Projects: Langford School Roof, EHMS Science Wing HVAC and Site Re-Pavements
    1. Resolution Creating a Fund Balance Commitment
    2. Application for a Construction Grant (ED049)
    3. Referral to the Public Building Commission
    4. Preparation of Design Plans
  - C. Energy Performance Contract – Ameresco, Inc. (tabled at the July 15<sup>th</sup> meeting)
    1. Energy Performance Contract Resolution
    2. Municipal Tax-exempt Lease Purchase Financing Resolution
  - D. **Appointment to Commission on Aging: Marie Carlson**
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: August 19<sup>th</sup>)

*Robert J. Ross*

2014 JUL 21 A 10: 56

TOWN COUNCIL MAJORITY OFFICE

JULY 15, 2014

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Majority Leader Barbara-Ann Rossi, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Anita D. Morrison

ABSENT Vice Chair William P. Horan, Jr.

ALSO Scott Chadwick, Corporation Counsel  
PRESENT Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:35 p.m.

MOTION By Barbara Rossi  
seconded by Anita Morrison  
to go into Executive Session to discuss the following cases:

1. Brookside Commons vs Town of East Hartford, Docket No. HHB-CV-12-6016052S
2. TE Realty Enterprises vs Town of East Hartford, Docket No. HHB-CV-13-6020777S

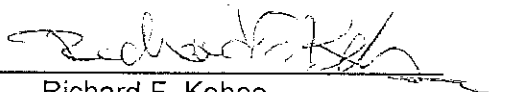
Motion carried 8/0.

MOTION By Barbara Rossi  
seconded by Anita Morrison  
to go back to Regular Session.  
Motion carried 8/0.

ADJOURNMENT

MOTION By Barbara Rossi  
seconded by Anita Morrison  
to adjourn (6:49 p.m.)  
Motion carried 8/0.

Attest



Richard F. Kehoe  
Town Council Chair

*Robert J. Pasch*

2014 JUL 21 A 10: 56

TOWN COUNCIL CHAMBERS

740 MAIN STREET

EAST HARTFORD, CONNECTICUT

JULY 15, 2014

PUBLIC HEARING/26 BISSELL STREET

TOWN CLERK  
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Majority Leader Barbara Ann Rossi, Minority Leader  
Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia,  
Patricia Harmon and Anita Morrison

ABSENT Vice Chair William P. Horan, Jr.

Chair Kehoe called the public hearing to order at 7:05 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The following is a copy of a legal notice published in the Hartford Courant on Wednesday, July 2<sup>nd</sup> and Wednesday, July 9<sup>th</sup>.

=====

LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on Tuesday, July 15, 2014 at 7:00 p.m. in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, to hear public comment on the proposed sale of 26 Bissell Street to TAB Computer Systems, Inc.

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

Angela Attenello  
Town Council Clerk

Chair Kehoe explained that this town-owned parcel is a vacant lot that formerly housed a fire station, which had been demolished due to its decrepit condition. Per state law, a public hearing must be held when disposing town-owned property.

The following citizen came forward:

Richard Carlson, a representative from TAB Computer Systems – the company that made an offer to purchase 26 Bissell Street – explained that TAB intends to keep the parcel as open space and add some shrubbery to enhance the appearance of the property.

MOTION By Esther Clarke  
seconded by Barbara Rossi  
to adjourn (7:11 p.m.).  
Motion carried 8/0.

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

*Robert J. Rossi*

EAST HARTFORD TOWN COUNCIL

2014 JUL 21 A 10: 56

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

JULY 15, 2014

PRESENT Chair Richard F. Kehoe, Majority Leader Barbara-Ann Rossi, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Anita D. Morrison

ABSENT Vice Chair William P. Horan, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:32 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.

RECOGNITIONS AND AWARDS

Beautification Awards – June 2014:

Patricia Sirois, Chair of the town's Beautification Commission, presented the award for residential landscaping to the Johns Family, 179 Harvest Lane and the Keena Family, 180 Harvest Lane. Both families thanked the Commission and the Council for the award and expressed their dedication to living in East Hartford.

The Community Pride award was presented to Goodwin College, specifically for their new dental lab at 403 Main Street, but also for all of their buildings throughout East Hartford.

The Council thanked all recipients for making East Hartford a prettier place to live.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) asked for the cost to the taxpayers of the collective bargaining agreement between the town and Local 1174; (2) suggested that the administration freeze wages due to the financial condition of the town; (3) is against the sale of tax liens; and (4) inquired on the anticipated cost of the proposed road bond.

Mayor Leclerc reported the following: (1) CCAT partnered with the East Hartford Chamber of Commerce to offer energy efficiency in businesses; (2) more electric-car charging stations will be added as the need arises; (3) the renovation to the town hall parking lot is near completion, with the latest addition of plants/trees courtesy of Goodwin College; (4) the Sounds of Summer concert series has had a great response; (5) Parks and Recreation is holding their special evening splash event; (6) the town will roll out their new website in a few days; (7) the East Hartford Golf Club and Restaurant is progressing

nicely; (8) the kiosk project has been selected; (9) the Farmers' Market started last Thursday which is held on the Town Green; and (10) the renovations to the Raymond Library are moving along and the completion date of March 2015 is on target.

### APPROVAL OF MINUTES

#### June 17, 2014 Executive Session

MOTION By Barbara Rossi  
seconded by Pat Harmon  
to **approve** the minutes of the June 17, 2014 Executive Session.  
Motion carried 8/0.

#### June 17, 2014 Regular Meeting

MOTION By Barbara Rossi  
seconded by Ram Aberasturia  
to **approve** the minutes of the June 17, 2014 Regular Meeting.  
Motion carried 8/0.

### COMMUNICATIONS AND PETITIONS

#### General Obligation Bonds – TD Bank

Chair Kehoe reported that the Council received a memo from Mike Walsh, Finance Director, on the completed sale of \$19.1M in voter-authorized bonds to TD Bank.

### NEW BUSINESS

#### The Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO

Santiago Malave, Human Resources Director, summarized the changes made to the existing contract, and Mike Walsh, Finance Director, summarized the financial impact of the new contract.

#### Approval of the Collective Bargaining Agreement

MOTION By Barbara Rossi  
seconded by Ram Aberasturia  
to **approve** the collective bargaining agreement as ratified by the bargain unit members on June 9, 2014 between the Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO which agreement is effective July 1, 2012 through June 30, 2017 and is outlined in and attached to a memo from Mayor Marcia Leclerc to Town Council Chair Richard Kehoe dated June 10, 2014.  
Motion carried 8/0.

*Once fully executed, a copy of this contract will follow these minutes.*

Contingency Transfer re: Local 1174 Contract Settlement

MOTION By Barbara Rossi  
seconded by Anita Morrison  
to transfer funds in the amount of \$135,759 from account  
#G9600-60201 Contingency Reserve-Contract Negotiations to the  
following accounts:

#G7300-60110 Highway - Permanent Services	\$58,000
#G7400-60110 Waste – Permanent Services	\$26,000
#G7700-60110 Fleet – Permanent Services	\$15,000
#G7800-60110 Building – Permanent Services	\$ 6,000
#G8200-60110 Parks – Permanent Services	\$30,759

which transfers total \$135,759 and will cover the settlement costs  
associated with the Local 1174 contract retroactive for the fiscal years  
ending June 30, 2013 and June 30, 2014.  
Motion carried 8/0.

Energy Performance Contract III – Ameresco, Inc.

Presentation

James Daylor, Account Executive from Ameresco, Inc., gave a Power Point presentation  
of an overview of the street lighting upgrades and generator enhancements proposed in  
this \$4.2M project.

Energy Performance Resolution/Municipal Tax-exempt Lease Purchase Financing  
Resolution

MOTION By Ram Aberasturia  
seconded by Esther Clarke  
to table this issue pending further information.  
Motion carried 8/0.

Reallocation of LoCIP Funds re: EHHS Tennis Courts

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

WHEREAS the Town of East Hartford currently has a total of \$44,602.29 in Local Capital Improvement  
Program (LoCIP) funds earmarked to two completed projects; and

WHEREAS the Town desires to reprogram these funds for the repair of the Tennis Courts at East Hartford  
High School.

NOW THEREFORE LET IT BE RESOLVED; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is  
authorized to amend the Town Capital Improvement Program (CIP) for the purpose of transferring \$11,730.29  
from the Fire House #6 Window and Door Replacement Project (CIP #2013-215) and \$32,872.00 from the  
Roof Replacement at Drennan and Lord Pools Project (CIP #2014-302) to the Replacement of Tennis Court

Surfaces at East Hartford High School Project (CIP #2014-301) and make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the state Office of Policy and Management as they pertain to these projects and the state Local Capital Improvement Program.

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

Approval of Sale of Individual Tax Liens

MOTION By Barbara Rossi  
 seconded by Linda Russo  
 to **approve** the sale of tax liens as listed on the report attached to a memorandum dated June 27, 2014 from Finance Director Michael Walsh to Mayor Marcia Leclerc which lists and enumerates 44 properties, along with the amount of the tax lien for each property and the high bid for each property resulting from the request for proposal relevant to the tax lien sale and to **award** the high bid for the 44 properties which collectively totals \$613,830.39 as follows:

- ❖ Woods Cove III, LLC – 3 bids totaling \$41,295.07; and
- ❖ Empire VI CT Portfolio, LLC – 40 bids totaling \$629,013.22; and
- ❖ VMFTL1, LLC – 1 bid totaling \$5,962.81

Motion carried 8/0.

Refund of Taxes

MOTION By Marc Weinberg  
 seconded by Barbara Rossi  
 to **refund** taxes in the amount of \$86,997.22 pursuant to Section 12-129 of the Connecticut General Statutes.  
 Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2011-01-0002910	COMMERCE CENTER ASSOC. INC	341 EAST RIVER DR	-38,330.44
2012-01-0002910	COMMERCE CENTER ASSOC. INC	341 EAST RIVER DR	-39,324.74
2012-01-0002328	TEN BEACH STREET LLC	31 HIGH ST 10208	-3,153.62
2012-01-0015777	ZELIGZON RAFAEL	430 BURNSIDE AVE	-1,815.15
2012-03-0054984	CAB EAST LLC	2011/3FAHP0HA1BR283576	-262.74
2012-03-0054988	CAB EAST LLC	2010/2FMDK4JC6ABB61234	-181.74
2012-03-0054992	CAB EAST LLC	2011/1FMHK8D87BGA52775	-657.36
2012-03-0058509	DAIMLER TRUST	2009/WDDGF81X99R081764	-724.22
2012-03-0075407	NISSAN INFINITI LT	2010/1N4AL2AP9AN482898	-245.40
2012-03-0077737	PETERSON D L TRUST	2009/1GBHG31C891180798	-435.84



2012-03-0081515	RYDER TRUCK RENTAL INC	2006/4V4NC9TG46N414778	-268.1
2012-03-0081516	RYDER TRUCK RENTAL INC	2006/4V4NC9TG66N414779	-268.1
2012-03-0081533	RYDER TRUCK RENTAL INC	2009/JALC4W16397001637	-593.53
2012-03-0081543	RYDER TRUCK RENTAL INC	2011/1HTMKAAL9BH368582	-390.22
2012-03-0087035	VESKO JASON J	2012/1C4AJWAG6CL186064	-258.62
2012-04-0082421	EAN HOLDINGS LLC	2013/1C3CDZAB8DN593920	-87.4
		TOTAL REFUNDS	-86,997.22

Setting a Public Hearing Date of August 5, 2014 @ 7PM in Town Council Chambers re: Appropriation of \$15,000,000 for The Planning, Design, Construction & Reconstruction of Town Roads and Parking Lots

MOTION By Barbara Rossi  
seconded by Linda Russo  
to set a public hearing date of Tuesday, August 5, 2014 at 7PM in Town Council Chambers to hear public comment on the following proposed bond issue:

The Appropriation of \$15,000,000 for the Planning, Design, Construction and Reconstruction of Town Roads and Parking Lots, and Authorizing the Issuance of \$15,000,000 in Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose

Motion carried 8/0.

Appointments to Patriotic Commission

MOTION By Marc Weinberg  
seconded by Barbara Rossi  
to approve the appointment of Robert Falkevitz to the Patriotic Commission, whose term shall expire December 2015.  
Motion carried 8/0.

MOTION By Esther Clarke  
seconded by Pat Harmon  
to approve the appointment of Timothy Siggia to the Patriotic Commission, whose term shall expire December 2016.  
Motion carried 8/0.

Referral to Real Estate Acquisition & Disposition Committee: 1855 and 1859 Main Street

MOTION By Linda Russo  
seconded by Barbara Rossi  
to refer to the Real Estate Acquisition & Disposition Committee the possibility of the town accepting ownership of two parcels of land located at 1855 and 1859 Main Street in exchange for relief of any

delinquent taxes on those properties, with instructions to investigate the issue and report back to the Town Council with its recommendation, if any.  
Motion carried 8/0.

Referral to Ordinance Committee re: PA No. 14-124

MOTION By Barbara Rossi  
seconded by Linda Russo  
to **refer** to the Ordinance Committee a review of East Hartford's Code of Ordinances Chapter 10, Article 5, entitled "Property Tax Exemptions" with respect to the recently passed State of Connecticut Public Act 14-124 entitled "An Act Concerning Property Tax Relief on Certain Real Property Held in Trust", with instructions to see if the need exists to revise the ordinance to take into account this statutory change and report back to the Town Council with its recommendations, if any.  
Motion carried 8/0.

Gengras Harley-Davidson Fall Open House

MOTION By Ram Aberasturia  
seconded by Barbara Rossi  
to **approve** the outdoor amusement permit application submitted by Hannah Gavin, Events Coordinator, on behalf of Gengras Motor Cars, Inc. to conduct a Fall Open House featuring two motorcycle stunt shows each day, music, food, sales and vendors at 221 Governor Street on Saturday, September 20, 2014 from 9AM to 5PM, with music from 9AM to 5PM, and on Sunday, September 21, 2014 from 10AM to 3PM, with music from 10AM to 3PM; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke (1) noted that at the swim program for the special needs children held at the Anna Norris School, the temporary stairs in the pool are not working properly. *The Mayor stated that the program is going well and that all equipment is working properly.* (2) heard that some of the children who illegally crossed the border may be coming to East Hartford and asked what policies are in place to handle this situation. *The Mayor reported that, to her knowledge, she has not heard of any such possibility.*

Pat Harmon reported that the traffic light at the intersection of Brewer and Forbes Street does not stay green long enough for Brewer Street traffic; and (2) the tree belts that were recently re-landscaped in the Janet Drive/Barbara Drive neighborhood are growing weeds. *Tim Bockus, Public Works Director, said (1) he would review the "trip meter" on the traffic light; and (2) that the tree belt project is not fully completed yet, due to summer weather conditions, and the contractor will not be paid until work is satisfactorily completed.*

Barbara Rossi thanked the Public Works department for the road and pothole repairs in the south end of East Hartford.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Brookside Commons v Town of East Hartford

MOTION By Barbara Rossi  
seconded by Ram Aberasturia  
to **accept** Corporation Counsel's recommendation to settle the pending real property tax appeal known as Brookside Commons Limited Partnership v Town of East Hartford, Docket No. CV-12-6016052S, involving 23 Main Street and 43-51 High Street from a fair market value of \$11,875,000 to a fair market value of \$11,000,000, resulting in a tax decrease of \$15,485.40 and \$10,738.46 for a total of \$26,223.86.  
Motion carried 8/0.

TE Realty Enterprises v Town of East Hartford

MOTION By Barbara Rossi  
seconded by Linda Russo  
to **accept** Corporation Counsel's recommendation to settle the pending real property tax appeal known as TE Realty Enterprises LLC v Town of East Hartford, Docket No. CV-13-6020777S, involving 672 Tolland Street, from a fair market value of \$510,940 to a fair market value of \$470,000, resulting in a tax decrease of \$1,258.10.  
Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Barbara Rossi  
to **adjourn** (10:40 p.m.).  
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be on August 5<sup>th</sup>.

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

## **Attenello, Angela**

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**From:** Leclerc, Marcia  
**Sent:** Friday, July 25, 2014 12:46 PM  
**To:** Attenello, Angela  
**Subject:** FW: From the July 15th Meeting

Ang:

In response to Pat Harmon's issues, which I believe Tim already addressed but so that it is documented I offer the following:

It was determined that the traffic signal loops at the Forbes and Brewer signal had deteriorated resulting in the signal operating in a recall (default timing) mode. The loops have since been repaired and the alarm division is reporting that the signal is now operating correctly.

The turf establishment concerns on the 2013 RIP have been noted for final punch list. As I mentioned at the Council meeting, this is a typical complaint/issue on these road projects. It usually take several attempts by the contractor to establish adequate turf. Since we are out of the planting season, I don't anticipate the contractor attempting corrective action until September.

Thanks

Marcia

**From:** "Attenello, Angela" <[Aattenello@easthartfordct.gov](mailto:Aattenello@easthartfordct.gov)>  
**Date:** July 17, 2014 at 11:12:38 AM EDT  
**To:** "Leclerc, Marcia" <[MLEclerc@easthartfordct.gov](mailto:MLEclerc@easthartfordct.gov)>  
**Cc:** "Carrero, Jessica" <[jcarrero@easthartfordct.gov](mailto:jcarrero@easthartfordct.gov)>  
**Subject:** **From the July 15th Meeting**

Pat Harmon reported that the traffic light at the intersection of Brewer and Forbes Street does not stay green long enough; and (2) the tree belts that were recently re-landscaped in the Janet Drive/Barbara Drive neighborhood are growing weeds. The Mayor said she would bring both items to the attention of Tim Bockus, Public Works Director.

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

## Attenello, Angela

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**From:** Killian, Ann  
**Sent:** Tuesday, July 01, 2014 10:32 AM  
**To:** Police Dept Personnel Email; Fire Dept Personnel; Town Hall Personnel  
**Subject:** Amended Personnel Rules  
**Attachments:** 2014 Revised Personnel Rules.pdf

This is to inform you that the Town of East Hartford's Personnel Rules have been revised effective June 27, 2014. The revisions are shown here:

- **Section 11.1** - A definition for Retired Employee has been added to the list of definitions in Section 11.1 of the Personnel Rules and Merit System. The definition is in accordance with the Town and Union Pension Agreements as well as appropriate sections of the Personnel Rules and Merit System pertaining to retirement from Town service.
- **Section 30.1(D) (4) - Retired Employee Appointments**– Recently the Retirement and Pension Board has issued an opinion regarding Appointments of Retirees into Town positions. The language in Section 30.1 (D) (4) is in accordance with the legal opinion issued by the board.
- **Section 54.1** - The language in Section 54.1 has been updated in order to permit the Finance Director to increase non-union employee premium shares by 1% effective July 1, 2015 for both the high deductible health insurance and the Preferred Provider (PPO) Plans. The new language also permits such increases to continue until the maximum amounts indicated are reached.
- **Section 56.3 (8)** – The new language under Section 56.3 requires Town Directors to seek the Mayor's approval before pursuing other types of employment outside of their Town responsibilities.
- **Section 56.4** – This section of the Personnel Rules and Merit System has been updated to provide the Town's Corporation Counsel the benefits outlined in subsections 56.4 (1) and (2).

You may also access this revised document on the Town website, in the Human Resources section.

Please print this email and the attached Personnel Rules and post them for any co-workers who do not have access to email.

Ann Killian  
Human Resources Department  
Corporation Counsel's Office  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

*Robert J. Paek*

2014 JUN 27 P 3:21

TOWN CLERK  
EAST HARTFORD

# **TOWN OF EAST HARTFORD**



# **PERSONNEL RULES AND MERIT SYSTEM**

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# PERSONNEL RULES & MERIT SYSTEM

## Foreword

The Rules and Procedures hereinafter set forth, together with any addition thereto or amendments thereof, will govern the conditions of employment for all personnel employed by the Town of East Hartford except where such conditions of employment are otherwise specifically provided for in contracts of employment existing between the Town of East Hartford and any of its employees or groups of employees.

In all cases, the Personnel Rules and Merit System shall serve to provide equal employment opportunities to all employees without discrimination because of age, sex, marital status, sexual orientation, race, color, creed, national origin, political affiliation or union membership.

The purpose of the East Hartford employment system is to provide efficient and prompt services to the public. Accordingly, each employee is expected to be courteous and helpful toward the public to the fullest extent of the employee's knowledge, skills, and job requirements. Any employee who is found to be discourteous toward a member of the public, or who fails to perform his/her duties to the full extent of his/her abilities by assisting those in need of his/her services in a courteous, civil and friendly manner, shall be subject to the disciplinary procedures, up to and including termination, described in the Town Personnel Rules and Merit System and/or the employee's collective bargaining agreement.

Adopted: January 2, 1969

Amended: August 22, 1969  
March 18, 1971  
March 6, 1972  
August 27, 1973  
May 27, 1976  
January 4, 1979  
August 17, 2006  
April 2, 2009  
January 1, 2012  
September 5, 2013  
June 27, 2014

## Section 10.1: Purpose of Rules

It is the purpose of these rules to give effect to the intent and requirements of Chapter VII of the Charter of the Town of East Hartford pertaining to Personnel Rules.



## **Section 10.2: Rules**

These rules shall apply to all employees in the classified service with the exception of Section 56.3. Section 56.3 applies only to appointed Directors and the position of "Assistant to the Mayor."

## **Section 10.3: Administrative Procedures**

The Director may establish, rescind or amend such administrative procedures as he/she may consider necessary for the implementation of these rules.

## **Section 10.4: Violation of Rules**

Any person who shall willfully or through culpable negligence violate or conspire to violate any provisions of these rules shall be subject to the penalties provided in these rules, or in the case of violations for which no specific disciplinary action is provided by these rules, shall be subject to disciplinary action to be determined by the Mayor, the action to be commensurate with the offense. Such action shall be reviewable upon written appeal by the Personnel Appeals Board.

Nothing in this section shall be construed to supplant or in any way affect any prosecution that may be initiated under any other provisions of public law relating to the nonfeasance, malfeasance or misfeasance of public officers.

## **Section 11.1: Definitions**

### **Charter**

The Charter of the Town of East Hartford, originally adopted by Electors October 2, 1967, First Revisions adopted November 4, 1980; Second Revisions Adopted November 2, 2004.

### **Allocation**

The assignment of an individual position to an appropriate class on the basis of kind of work, duties and responsibilities of the position.

### **Appointing Authority**

The Mayor is the appointing authority for all classified positions unless the Mayor delegates in writing such authority to the head of a department or office, or except as otherwise provided by the Charter.

### **Appointment**

The appointment of a person to a position in the classified service of the Town. Appointments shall be of the following types: Original, Emergency, Temporary, Provisional, Re-employment, Transfer, Promotion, and Demotion.

### **Base Rate, Regular Rate**

The actual step within a range in the pay plan at which an employee is compensated.

### **Board**

The Personnel Appeals Board of the Town as defined in the Charter.

**Certification**

The act, by the Director of Human Resources, of supplying an appointing authority with the names of applicants deemed eligible for appointment to a vacant position.

**Chapter VII**

The Chapter of the Charter of the Town of East Hartford governing the personnel program of the Town.

**Class or Class Position**

A group or positions established under these rules sufficiently similar with respect to the duties, authority and responsibilities.

**Classification Plan**

The arrangement of all positions in the classified service into a system of classes.

**Class Specification**

The written description of the duties and responsibilities of a class with its title and qualification standards.

**Compensation**

The salary, wages, fees, and all other forms of valuable consideration, earned or paid to any employee of the classified service by reason of service in the position, but does not include allowances for expenses authorized and incurred as incidents to employment.

**Pay Plan**

A schedule of compensation established by ordinance for the several classes of positions recognized in the classification plan, so that all positions of a given class will be paid according to the same salary range established for the class.

**Council**

The Town Council of East Hartford.

**Demotion**

The change of an employee from a position in one class to a position in a class for which a lower maximum rate of pay is established.

**Department**

A major unit of administrative organization of the Town as established and designated by the Charter or ordinance.

**Eligible**

A person who has met the minimum requirements established for a position and whose name has been placed on an eligible list.

**Eligible List**

Any of the lists of names of persons eligible for appointment to the positions in the classified service of the Town, including employment lists, re-employment lists, and promotional lists.

**Emergency Employee**

An individual appointed by an appointing authority without recourse to an eligible list because of an emergency affecting the health, welfare or public safety of the Town. Such appointments have limits prescribed by the rules.

**Examination**

All of the tests of fitness taken together that are applied to determine the fitness of applicants for positions in any class.

**Grade**

A ranking established for regular salary purposes wherein all positions or classes of positions in the classified service that are determined to be of the same level with respect to the difficulty and responsibility of their duties are equal salary-wise.

**Hearing**

A meeting of the Board for purposes of hearing appeals of classified employees from administrative action.

**Involuntary Termination or Dismissal**

Discharge from the classified service for cause either during or after the probationary periods.

**Layoff**

The removal of an employee because of lack of work, failure of financial appropriation, or other causes which do not reflect on the employee. Layoffs shall not be construed as dismissals.

**Open Competitive Examination**

A test for positions in a particular class, admission to which is not limited to Town employees.

**Open Continuous Examination**

An examination having no fixed date of termination.

**Original Appointment**

The appointment of a person from outside the Town service to a specific position.

**Part-time Employee**

An employee who works less than 35 hours in a work week.

**Position**

A regularly established job in the classified service of the Town.

**Probationary Employee**

A person certified from an eligible list who has not yet completed his/her probationary period of service.

**Probationary Period**

A working test period, following an appointment, during which an employee is required to demonstrate by conduct an actual performance of the duties and his/her fitness for the position to which he/she is appointed. The probationary period shall be considered a part of the examination for any position. Unsatisfactory service during the probationary period shall constitute grounds for involuntary termination from which there shall be no appeal to the Personnel Appeals Board except that, in the case of employees who have been promoted but who cannot satisfactorily perform the duties of the promotional class, such employees shall be returned to their original class. If no vacancy exists in that class, employees shall be assigned to any other class for which they are qualified and for which the pay range is not lower than that of their original class, and they shall be returned to their original class upon occurrence of a vacancy therein.

**Promotion**

A change in the position of an employee from one class to a position in another class having a higher maximum salary rate.

**Promotional Examination**

An examination to determine the fitness of applicants for positions in a particular class, admission to the test being limited to regular employees in the classified service of the Town.

**Promotional List**

A list of classified employees, arranged in order of merit as determined by a promotional examination, who have been found qualified for promotion to positions in higher classes than the classes of position they are currently occupying.

**Provisional Appointment**

A non-competitive appointment made temporarily to fill a classified position, pending establishment of an eligible list for such position.

**Qualifying Examination**

A non-competitive examination given to determine if an individual meets the qualifications for a specific class.

**Range**

The minimum and maximum of any pay grade.

**Reallocation**

A change in allocation of an individual position by raising it to a higher class, reducing it to a lower class or moving it to another class at the same level on the basis of duties, authority, and responsibility of the position.

**Re-employment List**

A list of persons who have been regular employees in a particular class and who have been laid off in good standing, and who are entitled to have their names certified for appointment to a position in a class in which they were previously employed.

Permanent employees with at least five years of satisfactory record of service, who voluntarily resign their position, may withdraw such resignation, within two years from the effective date, and be placed on an appropriate list.

**Retired Employee**

Shall mean a former employee continuously employed by the Town until the commencement of a pension, who meets the requirements to receive a Normal, Early or Disability pension from the Town and who is receiving a pension; and shall also mean a former employee continuously employed by the Town who meets the eligibility requirements to retire under Section 56.1 (8) (b), Section 56.2 (8)(b) or Section 56.3 (7)(b), whichever one is applicable of the Town's Personnel Rules and Merit System.

**Seasonal Employee**

An employee who works for a period of not more than one hundred twenty (120) calendar days in any calendar year.

**Suspension**

An enforced leave of absence, without pay, for disciplinary purposes or pending an investigation of charges made against an employee.

**Temporary Appointment**

An appointment from an eligible list to an approved position for a temporary period of time.

**Transfer**

A change of an employee from a position in one class in one department to another position in the same class in another department.

**Section 12.1: Preparation of Classification Plan****Preparation of Plan**

After consultation with the appropriate appointing authorities, the Human Resources Director shall prepare and recommend to the Council, a position classification plan including a written definition for each class of position to be included in the classified service, describing the duties, authority and responsibilities characteristic of positions properly pertaining to the class.

## **Section 13.1: Administration of Plan**

### **A. Original Allocation of Positions**

The Human Resources Director shall, as soon as is practicable after adoption of the classification plan, allocate each position to be included in the classified service to its appropriate class, placing in such class those positions which are so similar with respect to difficulty, responsibility and character of work as to require generally the same kind and amount of training and experience for proper performance and to merit equal pay within the established range for the class. In making such allocations, he/she shall provide for the uniform application of the classification plan to positions under different appointing authorities.

### **B. Allocation of New Positions**

In order to create any new position which would be within the classified service, an appointing authority shall forward to the Mayor a written request for such position, together with a statement of the duties, authority and responsibilities to be assigned. It shall then be the responsibility of the Human Resources Director to study the position and allocate it to the proper class, secure certification from the Finance Director that adequate funds are available to support the position for the remainder of the fiscal year, and to forward this information to the Mayor for action by the Council.

### **C. Reallocation**

Whenever the duties of a position are so changed that the position in effect becomes one of a different class from that to which it is allocated, the Human Resources Director, on his/her own initiative or at the request of the appointing authority, shall study the position, reallocate it and submit the proposed reallocation to the Mayor for consideration, who may recommend changes to the Council.

### **D. Status of Incumbent When Reallocated**

A regular employee who is occupying a position which is reallocated to a different class shall continue in this position only in accordance with the rules governing promotion, transfer or demotion, except that in any case in which the position is reallocated to a higher class, the incumbent of such position may attain regular status in the higher class by achieving a satisfactory grade on a qualifying examination of fitness for the higher class. If a reallocation results in the assignment of a position to an equal or lower class, the incumbent may continue to hold the position if he/she meets the minimum requirements of the new class, and shall continue to be compensated at his/her original pay grade and step throughout his/her service in said position.

### **E. Appeal of Allocations**

Any employee affected by the allocation or reallocation of a position or by any changes in the classification plan may ask the Human Resources Director to review such action. The Human Resources Director may hold a special hearing to determine the facts in each case, and shall make his/her decision on the basis of the written statement and forms submitted by the employee and on the facts brought out in the hearing. Any employee not satisfied by the result of such hearing shall also have a right to be heard by the Personnel Appeals Board, whose decision shall be final.

## **Section 14.1: Class Specifications**

### **A. Contest of Class Specifications**

The Human Resources Director shall provide written specifications for each class in the classification plan. Each class specification shall include a class title, a description of the duties, authority and responsibilities of the work, a statement of the qualifications for the satisfactory performance of the duties of the class and such other information as may be desirable and pertinent.

### **B. Interpretation of Class Specifications**

The statements in the class specifications shall be descriptive and not restrictive. They are intended to indicate the kinds of positions that are allocated to the several classes as determined by their duties and what the responsibilities of any position may or may not be, or as limiting or modifying the power of an appointing authority to assign, direct and control the work of employees under his/her supervision. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of a similar kind of a quality, nor shall any specific omission necessarily mean that such factor is not included.

### **C. Use of Class Specifications in Allocations**

In determining the class to which any position should be allocated, the definition of each class shall be considered as a whole. Consideration shall be given to the general duties and relation to other classes, which together affords a picture of the kind of employment that the class is intended to embrace.

### **D. Use of Class Titles**

Following the adoption of the classification plan and the allocation to classes therein of positions in the classified service, the class title set forth therein shall be used to designate such positions in all official records, vouchers and communications, and no person shall be appointed to or employed in a position in the classified service under any class title which has not been approved by the Director as appropriate to the duties to be performed.

## **Section 15.1: Pay Plan**

### **A. Administration of Pay Plan**

The minimum rate of the assigned pay grade shall normally be paid upon appointment to the class. Appointment at an intermediate rate may be paid upon written approval of the appointing authority. Justification for approval will be limited to recognition of exceptional qualifications of an eligible or certification by the Human Resources Director of a lack of available eligibles at the minimum rate.

## **B. Pay Increases**

Salary increases within an established range shall depend primarily upon recommendations of merit by the department head. Salary increases shall not be predicated solely upon length of service. Increases shall be given only upon certification by a department head that the employee has maintained a consistently high level of performance throughout the preceding year. Increases in excess of one step or more often than once per year shall be reserved by exceptional performance and shall be given only with the approval of the appointing authority. Salary increases will normally be made effective the first pay period of the fiscal year. Notwithstanding any salary increases recommended by a department head above, the Mayor shall have the final decision with regard to any salary increases, including but not limited to Steps and Cost of Living Allowances (COLA) as presented in the Mayor's annual budget recommendation to the Town Council.

## **C. Conflicting Employment**

No employee shall engage in any type of activity which conflicts with the best interests of the Town.

## **D. Pay for Part-time Work**

Part-time employees who regularly work less than a full payroll period shall be paid on the basis of an hourly rate.

## **E. Pay Rates in Transfer, Promotion or Demotion**

1. If the rate of pay in the former position is less than the minimum rate established for the class of the new position, the rate of pay shall be advanced to the minimum for the class.
2. If the rate of pay in the former position is more than the maximum rate established for the class of the new position, the pay shall be reduced to the maximum rate or to an intermediate step of the new range as determined by the appointing authority.
3. If the rate of pay of the former position falls within the new range of pay and at an established step in the range of the new class, the salary rate shall remain the same in the case of a transfer, be increased one step in the case of a promotion, and at the discretion of the appointing authority, shall remain the same or be decreased to a lower step in the case of a demotion.
4. If the previous rate does not correspond to a step in the new salary range, it shall be adjusted to the next higher step if the action is a promotion or transfer, or adjusted to at least the next lower step if the action is a demotion.

## **Section 16.1: Applications, Applicants and Examinations**

### **A. Applications, Applicants and Examinations**

Applications shall be accepted only on official forms prescribed by the Human Resources Director. Each application shall be signed by the applicant and the truth of all statements contained therein shall be certified by his/her signature. The application



form shall not require any information intended to disclose the race, color, creed or political affiliation of an applicant other than to require the applicant to certify that he/she has no affiliations with any group or organization which seeks or advocates the overthrow of the Government of the United States by force or violence. To be accepted for consideration, applications must be filed with the Town Human Resources Department prior to the end of the working day on the closing date specified in the announcement.

#### **B. Applicants Qualifications**

1. Reasonable requirements such as age, sex, physical fitness, training and experience are permissible when dictated by the needs of the service. Any such requirements shall be included in the examination announcement.
2. **Disqualification:** The Human Resources Director shall reject the application of any person or shall strike the name of any person from an eligible list or shall refuse to certify the name of any person on an eligible list or shall withdraw the name of such person if he/she finds that such person lacks any of the qualifications; or is mentally or physically unfit to perform effectively the duties of the position in which he/she seeks employment; or is addicted to drugs; or habitually uses intoxicating liquor; or has made a deliberate false, misleading or exaggerated statement of a material fact; or practiced or attempted to practice any deception or coercion in his/her application or examination or in attempting to secure employment; or has been proved to be affiliated with any group or organization which seeks to overthrow the Government of the United States by force or violence.
3. **Conditional Admission:** When doubt exists as to whether an applicant meets the requirements for admission to an examination, the Human Resources Director may authorize conditional admission to the examination. Such action shall not be construed as entitling the applicant to become eligible for certification or appointment until the circumstances leading to the conditional acceptance are clarified. The Human Resources Director shall be responsible for notifying an applicant in writing when his/her admission to an examination is conditional.
4. **Right of Investigation:** The Town shall reserve the right to investigate the background of any applicant as regards moral character, criminal record, training, military experience and work experience.

### **Section 17.1: Examination Announcements**

#### **A. Form and Content**

Each official announcement of an examination shall specify the title and salary range of the class for which the examination is announced, the nature of the work to be performed, the necessary and desirable qualifications therefore, the time, place and manner of making application, special requirements or qualifications and such other information as the Human Resources Director may consider pertinent and useful.

## **Section 18.1: Character of Examinations**

### **A. General Provisions Concerning Examinations**

All appointments and promotions in the classified service shall be made according to merit and fitness to be ascertained so far as possible by competitive examinations. Any practical means or measures may be used in examinations which are reasonably well calculated to test the fitness of candidates for positions in the class for which the examination is held. Examinations may be assembled or unassembled, and tests may be written, oral, physical, a demonstration of skill or performance, a rating of training and experience, or record of accomplishment, or any combination of such types. They may include any reasonable investigation of training and experience, or record of accomplishment; any test of knowledge, skill, capacity, intelligence or aptitude; and any inquiry into the moral character or any other character or attribute which seems desirable. No test or question in any examination shall be intended to disclose any information concerning any political, religious or union affiliations, preferences or opinions, or racial background. Any such disclosures shall be discountenanced and any such information which may be revealed shall be disregarded.

### **B. Open Competitive Examinations**

All original entrance tests for positions in the classified service shall be open competitive in character except as specified under the section of this rule concerned with qualifying examinations.

### **C. Open Continuous Examinations**

In circumstances where there is a continuous need for substantial numbers of eligibles for a certain class of position or when insufficient applicants are available to maintain an adequate register, the Human Resources Director may, after first establishing such a register, replenish the register from time to time by inserting the names of additional eligibles who are found to be qualified on the basis of a test of fitness substantially similar to the test used as the basis for establishing the original register. The closing date for any such test may be indefinite and applicants may be tested continuously in such manner and at such times and places as the Human Resources Director may provide.

### **D. Qualifying Examinations**

At the request of the Human Resources Director and upon approval of the Mayor, non-competitive qualifying examinations may be established for any class of position requiring professional or technical skill and training of a nature which renders competitive examination extremely difficult. Qualifying examinations may be written and/or oral and may include or consist of an evaluation of experience and training and education.

### **E. Eligibility**

1. An employee to be eligible to compete for promotion must be serving in an appropriate class as determined by the Human Resources Director and the head of the department wherein the vacancy exists, and must meet any other reasonable requirements for admission for the examination. Reference to promotional

examinations may not apply to uniformed members of the Police and Fire Departments, except if in the Mayor's opinion it would be for the best interest of the Town.

2. **Competitive**; Promotional examinations shall not be limited to employees of a single organizational unit, except as this may affect any experience requirement. Promotional examinations shall include an evaluation of employee performance and seniority in service in addition to any of the test enumerated for open competitive examinations. Such examinations shall be administered only to employees who meet all other requirements for admission to an open competitive examination for the class of position.

## **Section 19.1: Administration of Examinations**

### **A. Contracting for Examinations**

The Human Resources Director, with approval of the Mayor, may contract any agency, public or private, for the conduct of any examination which he/she deems impracticable to be administered by the Town.

### **B. Establishment of Procedures**

The Human Resources Director shall establish procedures to be used in conducting the examination of candidates and shall devise safeguards to insure the maximum impartiality in the conduct of the examination and rating of candidates. The Human Resources Director may disqualify any candidate or examiner for failure to comply with procedures and regulations established for conducting the examination.

### **C. Selection**

The Human Resources Director may select suitable persons in the classified service, with the consent of the appointing authorities under whom such persons serve, to act as examiners under his/her direction.

### **D. Re-Examination**

No person who has failed to pass an examination shall be re-examined for the same class within ninety (90) days of the examination unless otherwise authorized by special permission of the Mayor.

## **Section 20.1: Rating of Examinations**

### **A. Methods of Rating and Minimum Grades**

Sound measurement techniques and procedures shall be used in rating the results of test and determining the relative ranking of the candidates. In all examinations conducted by the Town, the minimum rating by which eligibility may be achieved shall be established by the Human Resources Director. When an examination is contracted by any agency, public or private, the minimum rating by which eligibility may be achieved shall be established by the agency conducting the examination. A minimum rating may also apply to the rating of any part of the test. Candidates must attain the

minimum rating on each part of the test, in order to be placed on the eligibility list. The final rating of the competitor shall be determined by averaging the rating on each part of the examination in accordance with the weights established for each part of the examination.

**B. Rating of Applicants for Lower Classes**

An applicant who fails to gain eligibility for employment in a higher class may, at the discretion of the Human Resources Director, elect to accept eligibility for a lower appropriate class, prior to the next opening of examinations for the lower class, if his/her grades in all appropriate parts of the examination are sufficient to qualify him/her for the lower class.

**C. Rating of Training and Experience**

If training and experience form a part of the total examination, the Human Resources Director shall determine a procedure for the evaluation of these factors which shall give due regard to the pertinence and amount of training and shall establish the necessary scales for weighing these factors in the total examination. On promotional examinations, a special performance review report with a rating of "satisfactory" or better, or the equivalent thereof, may be required for credit to be given for Town service.

**D. Oral Board Examination**

Oral interviews may constitute all or any part of any total examination and the weight given thereto shall be officially entered in the rating of the examination. Town employees and officials shall be allowable as oral board members, but shall not constitute a majority of any board unless specifically approved for an individual class of position by the Mayor.

**Section 21.1: Notice and Review of Examination Results**

Each person who takes an examination shall be given written notice as to whether he/she passed or failed in such examination and of his/her relative standing on the list or of his/her failure to attain a place on the list.

**Section 22.1: Appeals from Rating**

If, after examination of the appeal filed by any candidate or upon his/her own investigation, the Human Resources Director finds that any manifest error existed in rating, scoring, or computation of the result, he/she shall make the required correction and place the name of the person on the list in its correct position by virtue of the correction. Such correction, however, shall not invalidate any appointment previously made from the list.

**Section 23.1: Establishment of Eligible Lists**

The Human Resources Director, at his/her own discretion, may establish and maintain the lists necessary to provide an adequate supply of qualified candidates for positions in the classified service. Lists shall be by class of position and shall be applicable to all classified positions of such class in the Town service.

## **Section 24.1: Types of Lists**

### **A. Re-employment Lists**

When any person who has held a regular appointment in the classified service of the Town is laid off, or who resigns in accordance with 11.1, Re-employment List, the Human Resources Director shall place the name of such person on a department re-employment list and on a Town re-employment list for the class of position which he/she held at the time of lay off or resignation. Such person must successfully pass a medical examination established by the Town. Any person refusing an appointment resulting from certification from a re-employment list shall have his/her name removed from all such lists.

### **B. Promotional Lists**

After each promotional examination, the Human Resources Director shall prepare and keep available a promotional eligible list of persons successfully passing the examination, arranged in order of final weighted ratings received. Whenever two or more persons have equal final rating, their names shall be arranged on the list according to seniority.

### **C. Original Appointment List**

From the results of tests for any class after original entrance examination, the Human Resources Director shall cause to be prepared an employment list for the class, with the names of those persons who have met the minimum requirements imposed for each test and who have received the ratings required for eligibility, placed thereon in order of such ratings from the highest to the lowest. Whenever two or more candidates have equal final weighted ratings, their names shall be arranged on the list in the order of their performance in the part of the test having the greatest weight; when such arrangement fails to resolve the tie, the order on the list shall be the same as the order in which their applications were received.

## **Section 25.1: Consolidation of Lists**

If in the opinion of the Human Resources Director, the needs of the service require that an examination be held for a class of position for which an eligible list already exists, he/she may consolidate the existing list with the list established as a result on the new examination. The names of the persons remaining on the old list shall be placed on the new list in accordance with their previous rating as though they had taken the new examination, but such names shall be removed from the list at the expiration of the original one year period. Should such persons elect to take the new examination, their names shall be placed on the list in accordance with the new rating.

## **Section 26.1: Duration of Lists**

### **A. Re-employment Lists**

Re-employment Lists shall be continuous for each class, except that no name shall remain on a re-employment list for longer than one (1) year.

## **B. Other Lists**

The time during which eligible lists, other than re-employment lists, shall remain in force shall be one year from the date on which they were officially established except that, before the expiration of a list, the Human Resources Director may, by order, extend the time during which such list remains in force when the needs of the service so require. In no event shall the total period during which a list is in force exceed two years from the date on which the register was originally established.

### **Section 27.1: Availability of Eligibles**

It shall be the responsibility of eligibles to notify the Human Resources Director of any change in address or other change affecting availability for employment. However, the Human Resources Director may circularize the lists or use other methods to determine at any time the availability of eligibles. Whenever an eligible submits a written statement restricting the conditions under which he/she will be available for employment, his/her name may be withheld from all certification which does not meet the condition he/she has specified.

### **Section 28.1: Removal of Names from Eligible Lists**

- A. The Human Resources Director may remove a name from any eligible list permanently or temporarily for any of the following reasons:
1. Refusal of the eligible to accept appointment which is offered under conditions previously indicated by the eligible as acceptable.
  2. Appointment through certification from such list to fill a permanent position.
  3. Appointment through certification from another eligible list for a class at the same or higher compensation upon approval of the eligible.
  4. Failure to respond, within the time specified in the notice, to any inquiry of the Human Resources Director.
  5. Failure to report for work after accepting employment.
  6. Expiration of the term of eligibility on an eligible list.
  7. Notice by postal authorities of their inability to locate the eligible at his/her last known address.
  8. Waiver of three certifications by the eligible.
  9. In the case of promotional lists, upon separation from the Town service.

10. After a candidate has been certified three times to the same appointing authority, his/her name shall not again be certified to such appointing authority, except at the request of such authority.

The Human Resources Director shall remove a name from any eligible list permanently if he/she discovers that the eligible lacks any of the necessary qualification prescribed as requirements for admission to the test for the class for which he/she has applied; or that any of the mandatory disqualification's applying to admission are applicable.

### **Section 29.1: Request for Certification**

Whenever a vacancy in any position in the classified service is to be filled, the appointing authority shall submit a requisition for an employee on a form prescribed by the Human Resources Director. Insofar as practicable, each vacancy shall be anticipated sufficiently in advance to permit the Human Resources Director to determine who may be available for appointment and, if necessary, to establish a class or to establish a list of eligibles.

### **Section 30.1: Types of Appointment**

All vacancies in the classified service shall be filled by re-employment, promotion, original appointment, emergency appointment, temporary appointment, provisional appointment, transfer or demotion.

#### **A. Appointment from Eligible Lists**

Whenever a position is to be filled from an eligible list, certification shall first be made from the re-employment list for the class to which the position is allocated, in accordance with 32.1 (b) 1; next from the promotion list, if promotion is practicable; and finally, from the original appointment list.

#### **B. Demotion**

An appointing authority may demote any classified employee under his/her direction, when, in his/her opinion, the employee is incapable of performing adequately the duties of his/her current position but meets the minimum qualifications for a lower class of position. A written statement of the reasons for such action shall be furnished the Human Resources Director at least five (5) days prior to the effective date of the action. No demotion shall be made unless there is a vacancy in the lower class. In the case that no vacancy exists, such employee may be laid off and his/her name placed on the re-employment lists for the lower class in lieu of demotion, provided however that nothing contained in this section shall prevent an appointing authority from taking action under 48.1 of these rules. Any regular employee demoted or laid off in such manner may appeal such action under the provision of 49.1 of these rules.

#### **C. Appointment by Transfer or Demotion**

When an appointing authority desires to fill a position by transfer or demotion, such action shall take precedence over appointment from eligible lists. Inter-Departmental transfer may only be made with the approval of the appointing authorities of both departments concerned.

**D. Appointments of a Temporary Nature**

**1. Temporary Appointments**

When a position in the classified service is limited in duration, certification may be limited to the highest ranking eligible who will accept employment under such condition. No temporary appointment shall be made for more than a total of six (6) months in any twelve-month period.

**2. Emergency Appointments**

When an emergency makes it necessary to fill a position subject hereto immediately, in order to prevent stoppage of public business or loss, hazard, or serious inconvenience to the public, and it is impossible to fill such position under any other provisions of these rules, an appointing authority or a properly authorized subordinate with the concurrence of the Human Resources Director may appoint any qualified person to such position without certification from an eligible list. Any such person shall be employed only during such emergency, and any such appointment shall automatically end thirty (30) days from the date of appointment. If the emergency continues, the appointment may be extended to sixty (60) days, but no individual may be given more than one such appointment in any twelve month period.

**3. Provisional Appointments**

When an appointing authority finds it essential to fill a vacancy in a position subject to these rules, and the Human Resources Director is unable to certify eligibles for such a vacancy because there is no existing appropriate register, or because there is not a sufficient number of persons on appropriate registers who are willing to accept appointment, the Human Resources Director may authorize the filling of the vacancy by a provisional appointment. Extensions of provisional appointment may be made only with the approval of the appointing authority. Any provisional appointment shall be terminated automatically within two calendar weeks of the date of which the Human Resources Director notified the appointing authority that he/she is able to certify the proper number of eligibles from an appropriate list.

**4. Retired Employee Appointments**

Retired employees of the Town shall only be eligible to return to Town employment on a part-time, temporary or seasonal basis for a maximum of 1,000 hours in a fiscal year.

**Section 31.1: Overlap of Incumbents**

When the Director of Finance certifies adequate funds are available, appointments may be made to positions in the classified service wherein two incumbents may jointly occupy a position for not more than thirty (30) days for purposes of training the incoming appointee. Overlapping appointments shall not be made without official notification to the prior incumbent of the official date of termination of service.



## **Section 32.1**

### **A. Certification of Eligibles**

Names shall be certified in order of standing on the register from which certification is made. Eligibles shall be certified for vacancies occurring in the same class in the order of receipt of requisitions for employees.

### **B. Method and Number of Certifications**

1. In the filling of all vacancies from re-employment lists, the Human Resources Director, upon receipt of a request for certification from an appointing authority, shall certify singly, the name appearing at the top of the departmental re-employment list for the proper classification. If there is no departmental list for the class, he/she shall certify, singly, the name appearing at the top of the Town re-employment list for the classification.
2. If a vacancy is to be filled by original appointment, the Human Resources Director, upon receipt of a request for certification from an appointing authority shall certify to the appointing authority the names of all persons having the three (3) highest earned ratings on the employment list for the class or, on the employment list held appropriate. The appointing authority shall be entitled in a certification to not less than three (3) earned ratings for one vacancy and one additional earned rating for each additional vacancy. Such certification may be made subject to limitation on physical condition of the eligibles, if in the opinion of the Human Resources Director; such limitation is desirable for satisfactory performance of the duties of the position.

### **C. Incomplete Certification**

When the number of names available on other than re-employment lists for filling any vacancy is fewer than three, the appointing authority may decline certification for the vacancy and proceed to fill the vacancy in any other manner provided by these rules.

### **D. Certification from Related Lists**

In the absence of a register established for the class, or whenever there are insufficient names on a register to make a complete certification, the Human Resources Director may certify or augment a certification from registers for higher classes to vacancies in lower classes or from registers for one class to vacancies in another class where he/she determines that the examination conducted therefore reasonably measures the ability of the eligible to perform the duties of the class to which certification is made. However, certification from related lists shall not affect the eligibles certified from such lists as concerns the number of certifications nor the number of waivers to which they are entitled.

### **E. Withdrawal of Certification**

In the event appointment is not reported within ten (10) days of the date of certification, the Human Resources Director may withdraw such certification and shall certify the

names of eligibles included in such certification on the next requisition received for the appropriate class of employment.

**F. Waiver of Certification**

Eligibles who are not available for appointment when offered certification may be granted a waiver of certification for appointment for a stated period of time at or below a specific salary or in a specific location.

**G. Notice of Certification**

Eligibles shall be notified by mail of each certification made on their behalf. Eligibles who do not respond within five (5) days of mailing of notice of certification may be dropped from the eligible list. This restriction must be stated in the notice of certification sent to the eligible. Eligibles shall be responsible for keeping the Human Resources Office informed of their current addresses.

**H. Physical Examination Required**

Prior to original appointment to the Town service, applicants may be required to undergo a physical examination to be conducted by a regularly licensed practitioner of medicine or surgery, or both, of the Town's choosing, at the expense of the Town, to determine the applicant's qualifications to meet the physical requirements for employment. Continued employment in the Town service shall be contingent upon the employee meeting the physical requirements for the position.

**Section 33.1: Probationary Period and Purposes**

The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards.

**Section 34.1: Duration of the Probationary Period**

Every person, except those currently employed by the Town at the time these rules take effect, certified and appointed to a permanent position in the classified service shall be required to complete successfully a working test during a probationary period. The probationary period shall begin immediately upon appointment and shall continue:

- A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional appointment.
- B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Human Resources Director upon request of the Department Head. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional probationary period, whichever is greater. If an employee is laid off for lack of work during the probationary period and

subsequently reappointed by the same appointing authority to the same class of position, he/she shall be given credit for the portion of the probationary period previously completed.

### **Section 35.1: Interruption of the Probationary Period**

No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

### **Section 36.1: Dismissal during Probationary Period**

At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continuance in the service. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his/her actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

### **Section 37.1: Retention of Employee after Probationary Period**

At least fifteen (15) days prior to the expiration of an employee's probationary period, the appointing authority shall notify the Human Resources Director, in writing, and in the form designated by the Human Resources Director, either:

- A. that the services of the employee were satisfactory and that he/she will continue the employee in his/her position; or
- B. that the services of the employees were unsatisfactory and that he/she will not continue the employee in his/her position; or
- C. That he/she wishes an extension of the working test period and will continue the employee in his/her position for an additional period if the extension is granted. A copy of such notice shall be given the new employee.

Upon receipt by the Human Resources Director of written notice from the proper appointing authority that the services of the employee are satisfactory and that he/she will continue the employee in his/her position, the appointment of the employee shall be deemed to be complete at the expiration of the probationary period and the employee shall receive a regular appointment.

### **Section 38.1: Restoration to Eligible List**

If an employee is removed from his/her position during or at the end of his/her probationary period for no discreditable reason, and the Human Resources Director determines that he/she is suitable for appointment to another position, his/her name may be restored to the list from which it was certified. In certifying the name of such person to any appointing

authority, the Human Resources Director shall give full facts concerning the previous probationary period.

### **Section 39.1: Reinstatement to Former Class**

An employee appointed from a promotion list who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion, if a vacancy exists in such class. In the event that no vacancy exists in such class, the employee shall be transferred to any position of a grade equal to that held prior to promotion wherein a vacancy exists and for which he/she is qualified. If no vacancy exists, he/she shall be transferred to any vacant position of a lower grade for which he/she is qualified or, at his/her option, his/her name shall be placed at the top of the eligible list for the class of position held immediately prior to his/her promotion.

### **Section 40.1: Promotion during Probation**

The serving of a probationary period shall not, of itself, prevent an employee from being promoted to a higher class, provided he/she is certified from an appropriate list.

### **Section 41.1: Probationary Period on Demotion**

An employee shall not be required to serve a probationary period when he/she is demoted either voluntarily or involuntarily to a position lower than the one in which he/she was previously assigned

### **Section 42.1: Hours of Work**

- A. For full time salaried employees, exclusive of the uniformed forces, the regular basic work day shall be seven (7) hours from 8:30 a.m. to 4:30 p.m. with one hour for lunch (unpaid). The basic work week shall be five days, Monday through Friday. Heads of departments whose program requires a different work day or work week may apply for and obtain, in writing, from the Human Resources Director an appropriate work schedule.
- B. The Town shall have the right to require overtime work consistent with the demands of public service. Employees shall be granted compensation for overtime work in the following manner:
  - 1. One and one-half times their regular rate of pay for any overtime work performed in excess of their regular work day. If the employee works less than half-hour (1/2) of overtime each day, he/she will be compensated at their regular rate of pay.
  - 2. One and one-half (1.50) times their regular rate of pay for all work performed on Saturday.

3. Double their regular rate of pay plus holiday pay for all work performed on holidays and double their regular rate of pay for all work performed on Sunday.
  4. Generally, overtime work, when required, will be offered to qualified full-time employees within an organizational unit first.
- C. Compensatory time off will be taken at the mutual convenience of the employee and his/her department head as far as is practical. In the case of a conflict between the time convenient for the employee and the time convenient for the department head, the department head shall have the final authority, subject to the grievance procedure. Compensatory time shall not accumulate to more than fifteen (15) working days. Upon the vacancy of the full time Assistant Corporation Counsel by the person serving in such position on August 17, 2006, and whenever thereafter there is a vacancy in such position, the position shall be considered an exempt salaried position under the Fair Labor Standards Act and ineligible to receive any compensatory time or overtime. In addition, the regular work week for all full time Assistant Corporation Counsel employees hired after April 2, 2009 shall be 40 hours.

**Section 43.1: Holidays**

The following shall constitute the holidays to be observed by the Town:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

When one of the above holidays falls on Saturday or Sunday it shall be observed on the preceding Friday or following Monday, respective. Nothing in this rule is to be construed as preventing the Mayor, with the approval of the Town Council, from substituting another day for one of the holidays listed above.

**Section 44.1: Leave Policy**

**A. Vacation Leave**

Annual vacation leave with pay shall be earned by all classified full-time employees in the following manner:

Full Years Of Service	Vacation Days
1 to 4 years	10
5 to 9 years	15
10 to 14 years	20
15 years	21
16 years	22
17 years	23

18 years	24
19 years and over	25

1. The maximum accumulation of vacation leave will be ten weeks (50 days). Earned vacation leave will be credited to the employee's record on his/her anniversary date. No vacation beyond eight weeks (40 days) will be paid by the Town at retirement or separation.
2. The employee's anniversary date will be used to determine vacation time due.
3. Vacation schedules shall be established by department heads but if the workload of an employee's organizational unit makes adherence to this schedule impractical or undesirable, vacation leave may be postponed at the discretion of the department head.
4. In requiring such postponement, employees having the greatest length of service in their respective classifications shall be given preference over those with less service in said classification. Vacation leave so postponed shall accrue to the employee's credit notwithstanding the above provision for a maximum of such leave. For the purpose of computing vacation leave only dismissal or resignation will break the continuity of service; other leave except sick leave will defer vacation leave accrual during such leave.
5. Vacation leave shall not be granted to employees with less than six (6) months' service; however, upon completion of six months of service, employees shall have the benefit of using pro rata vacation earned from their original date of employment.
6. In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to his/her sick leave, provided a doctor's certificate verifies the illness. An employee leaving on vacation may be granted pay due him/her for his/her accrued vacation time, provided he/she submits a request for such pay to his/her department head not less than twelve (12) calendar days in advance; however, such accrued vacation payment shall be within the present fiscal year's budget. If a holiday occurs while an employee is on vacation, the employee shall have an additional day off with pay.
7. When an employee has no sick leave available, he/she may elect to use vacation leave in lieu of sick leave.

**B. Terminal Leave**

Employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more shall be paid for any unused vacation leave that has accrued to their last day of service. Vacation leave shall not further accrue during the period of terminal leave.

Employees entitled to vacation leave who are terminated for cause may, at the discretion of the Mayor, be granted any part or all of accrued vacation leave. Classified

employees who are transferred, promoted, or demoted from a position in one department to a position in another department without a break in their continuity of service, may carry their accrued vacation leave with them to their new position. Accrued vacation leave or authorized overtime for which payment is due shall be considered to be earned and payable upon death of an employee to such person or persons entitled by law to receive any compensation due such employee.

### **C. Sick Leave**

Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, exposure to contagious disease, to meet medical appointments, and to permit the absence of an employee for a reasonable period to make arrangements to care for a member of the immediate family. Sick leave with pay shall accrue to the credit of each classified employee as follows and subject to the restrictions listed below:

1. After completion of thirty days' employment, all employees shall earn paid sick leave at the rate of 1.25 days per month, which shall be credited to the employee on the first of each month with no maximum accumulation.
2. No provision of these rules is to be construed as preventing any department head, with the concurrence of the Human Resources Director, from withholding sick leave for just cause from any employee under his/her jurisdiction.
3. Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's department head, the Human Resources Director and the Mayor. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service and needs of the Town service.
4. In all cases sick leave with pay in excess of five (5) consecutive work days will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave has been submitted to the department head. However, a department head may require such a certificate for sick leave of any duration.
5. Absence for a fraction or a part of a day that is chargeable to sick leave shall be charged proportionately in an amount not smaller than one-quarter (1/4) of a day.
6. If an employee has unused sick leave at the time of retirement under the Town Pension Plan, the employee shall be paid at his/her regular rate for each day of unused sick leave accrued to his/her credit up to a maximum of ninety (90) working days.
7. If an employee has unused sick leave at the time of his/her death, their spouse and/or dependent children shall receive, on the basis of the employee's current

wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of ninety (90) days.

**D. FMLA (Family Medical Leave Act)**

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

1. Employees may be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. In accordance with Federal Law, the Town requires employees to use accrued paid leave concurrently with their FMLA leave.
2. Events which qualify employees for such leave are:
  - Birth or adoption of a child or placement of a child in the employee's home for foster care.
  - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
  - Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on covered active duty or notified of an impending call-up to covered active duty.
3. Employees may be eligible for twenty-six weeks of leave during a single 12-month period to care for a covered service member with a serious injury who is the spouse, son, daughter, parent, or next of kin of the employee.
4. Employees requesting such leave must explain the reason for the leave to the Human Resources Department so that the Town can determine if FMLA qualified leave will be granted.
5. The Town may require medical certification to document the reason for the leave, where provided by law.
6. The Town will notify the employee in writing that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
7. During the period of FMLA-qualified leave, the employee shall retain medical benefits at the same level as before the leave. The Town will continue to pay the premium as before the leave. The employee shall make premium share contributions for health insurance directly to the Town when on unpaid leave.
8. Employee may be required to provide a "fitness for duty" certification upon return to work.



#### **E. Funeral Leave**

When death occurs in the employee's immediate family, time up to three days, if required, will be granted by the employee's department head. Exceptions to this provision will be referred to the Human Resources Director.

Immediate family, for purposes of this clause, shall be construed to mean any of the following: parents, spouse, child, stepchildren, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other relative, whether by birth or marriage, actually domiciled within the household of the employee or to whose support the employee contributes a majority share. Documentation of need and propriety may be required at the discretion of the department head

#### **F. Other Leave**

Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

1. Jury Duty.
2. Any other required appearance before a court or other public body except where the employee is a litigant.
3. Participation in short term military training in Federal Reserve or National Guard.
4. Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
5. Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.
6. An employee shall earn personal leave on the following basis: For every calendar quarter of perfect attendance, an employee shall earn one (1) personal day. Total accumulation of personal time shall not exceed four (4) days. When an employee terminates, no payment for personal days will be made.

In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

#### **G. Military Leave**

The Town will comply with the terms of the Uniformed Services Employment and Reemployment Rights Act.

1. The employee must notify the Town in as much advance as possible either in writing or verbally of the need for military leave. The employee must return to work within five years.

2. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
3. Upon returning from extended active military service, an employee shall be reinstated to his/her former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his/her discharge from military service.
4. The Town will give credit to the employee for time spent in military service for retirement purposes.
5. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.
6. The employee has the right to elect to continue existing health plan for up to 24 months while in the military. The employee has the right to be reinstated in the health plan when re-employed without a waiting period or exclusions.

#### **H. Other Leave without Pay**

Employees may be granted other leave without pay at the discretion of the department head with the concurrence of the Human Resources Director when, in his/her opinion, the Town Service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

#### **I. Absence without Leave**

Any employee who is absent from work for three consecutive work days without notifying his/her department head or immediate supervisor of the reason for such absence shall be considered to have quit the Town Service and shall be removed from the Town payroll as the end of the third consecutive work day.

#### **J. Conference Leave**

Employees may be granted conference leave upon recommendation of the Department Head and approval of the Mayor.

The employee will be reimbursed for the cost of attendance at such conference, provided he/she signs an agreement to refund all payments made by the Town in behalf of such attendance should the employee leave the employ of the Town within a two year period from the time of attendance.

### **Section 45.1: Workers' Compensation**

- A. The Town shall continue to pay any employee collecting Workers' Compensation the difference between that amount and his/her regular weekly earnings.
- B. Employees who are absent from duty through work incurred disability or work incurred illness, so recognized under the State of Connecticut Workers' Compensation Law, shall not be charged with sick leave.
- C. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employee will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

### **Section 46.1: Tenure**

Every employee who is legally appointed as a result of certification from an appropriate eligible list and who holds a regular appointment by virtue of successful completion of his/her probationary period, and every person currently employed by the Town at the time these rules take effect shall have tenure of employment in the classified service during meritorious service, except as otherwise provided in these rules.

### **Section 47.1: Layoff**

#### **A. When Permitted**

An appointing authority may, with the approval of the Mayor, layoff an employee whenever he/she deems it necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties or organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

#### **B. Order of Layoff**

1. Temporary employees shall be laid off before probationary employees and probationary employees before regular employees. Regular employees shall be laid off according to seniority within their respective classes and departments, the most recently appointed employee to be laid off first. If such determination of layoff rating does not establish definite differentials for all employees in the class involved, the order of layoff shall be determined by the appointing authority in such manner as to conserve for the Town the services of the most valuable employees.
2. No employee laid off shall have any right or precedent over any other regular employee in the same class working in another department not involved in the layoff.

### **C. Notice of Layoff**

In every case of layoff the appointing authority shall give written notice ten (10) working days in advance of his/her action to the Human Resources Director and the employee, and shall certify therein that the layoff is for reasons not reflecting discredit on the employee.

### **D. Return of Layoff Names to Eligible Lists**

The names of regular employees laid off shall be placed on the appropriate re-employment lists according to seniority for the class in which the layoff occurred unless the employee indicates in writing to the Human Resources Director that he/she is no longer interested in employment. The names of probationary employees who are laid off shall be restored to their former position on the eligible list from which certification was made and the names of such employees shall not be placed on the re-employment list.

## **Section 48.1: Disciplinary Action**

### **A. Cause for Disciplinary Action**

The following shall be sufficient cause for disciplinary action, though such action may be for causes other than those enumerated:

1. Willful violation of the provisions of the Charter or these rules.
2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.
3. Wanton carelessness or negligence in the care of Town property.
4. Habitual tardiness or absence from duty.
5. Conviction of a felony or misdemeanor involving moral turpitude.
6. Intoxication on duty.
7. Conduct which reflects unfavorably upon the Town service.
8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

### **B. Types of Disciplinary Action**

Following are the types of disciplinary action which may be invoked against employees of the classified service. They may be independently invoked.

1. **Reprimand** An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such

reprimand shall be forwarded to the employee. Such reprimand shall remain a part of the employee's service record for a period of one year.

2. **Suspension** An appointing authority may, for disciplinary purposes, suspend without pay any employee under his/her control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve consecutive months shall be deemed a dismissal and so treated. Employees will forfeit accrual of sick time and vacation time for that month, provided the suspension is for three (3) days or more.
3. **Dismissal** An appointing authority may dismiss for cause any employee under his/her control occupying a position in the classified service, when he/she considers that the good of the service shall be served. It shall be the responsibility of the appointing authority in any case of suspension, demotion, or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefore and to file a copy of such statement with the Human Resources Director.

#### **C. Appeals from Disciplinary Action**

In all cases of dismissal, the employee shall have the privilege of a public hearing before the Personnel Appeals Board as hereinafter provided.

### **Section 49.1: Appeals from Suspension, Demotion and Dismissal**

- A. Any employee under the classified service who shall be discharged, reduced in rank or compensation, or suspended without pay shall be presented with written reasons for such discharge, reduction or suspension within five (5) days thereafter. The employee shall have the privilege of a public hearing before the Personnel Appeals Board.
- B. Any employee who is discharged, reduced in rank or compensation, or suspended may appeal in writing to the Personnel Appeals Board within ten (10) calendar days after the effective date thereof, setting forth in substance his/her reasons for claiming that such discharge, reduction or suspensions was without just cause or because of his/her race, creed, or color, or because of his/her political, religious, or union opinions or affiliations, except affiliations with any group or organization which seeks or advocates the overthrow of the Government of the United States by force or violence.
- C. Appeals shall be addressed to the Human Resources Director for the Board. The Human Resources Director shall forward a copy to the appointing authority concerned and the appeal shall immediately be forwarded to the Board by the Human Resources Director.
- D. The Board thereupon shall set a date for a hearing of the charges, not less than five (5) nor more than fifteen (15) days after notification of such discharge, reduction or suspension of the employee has been served.

- E. All hearings shall be informal and shall not be subject to any technical rules or order or evidence except such as the Mayor may establish.
- F. Unless incapacitated, the appellant shall appear personally and may not be excused from answering questions and supplying information. The appointing authority and the appellant may elect to have legal counsel or anyone they designate appear in their behalf at such a hearing. However, the Town shall not assume responsibility for payment to any counsel appearing in behalf of either party, except when the Corporation Counsel of the Town of any of his/her staff is called upon by the appointing authority, and this shall not affect the payment of his/her regular salary.
- G. Hearings involving several appellants having a common issue may be considered jointly or individually, at the discretion of the Board.
- H. Unless incapacitated, failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the appointing authority shall be final.
- I. If the Board finds that the action appealed by the employee was taken by the appointing authority without just cause or because of his/her race, creed, or color, or because of his/her political, religious, or union opinions or affiliations, except affiliations with any group or organization which seeks or advocates the overthrow of the Government of the United States by force or violence, such employee shall be reinstated in his/her former position or a position of like status and pay and shall be reimbursed for any loss of pay.
- J. In all cases of appeal from suspensions, demotions, and dismissals, the decision of the Board shall be final. Copies of the Board's decision shall be made available to the appointing authority and to the appellant.

### **Section 50.1: Grievance**

- A. Whenever any employee shall feel any grievance relative to rate of pay, hours of work, or working conditions he/she shall report the matter to his/her Department Head. If such Department Head cannot or will not adjust the matter to the satisfaction of the employee, the complaint may be stated in writing, signed by the employee, and submitted to the Human Resources Director. The Human Resources Director's decision shall be submitted in writing to the employee.
- B. If the Human Resources Director does not reply in writing within five (5) days of receipt of such written complaint, or if the employee is not satisfied with the decision of the Human Resources Director, the employee may appeal in writing to the Mayor. The Mayor shall arrange to meet with the employee, the Department Head, Human Resources Director and any other interested party within ten (10) days for the purpose of resolving the dispute.
- C. If such grievance is not resolved by the Mayor to the satisfaction of the employee within ten (10) days from such meeting, the employee may, within ten (10) days thereafter, submit the dispute to a hearing by the Personnel Appeals Board. Said Board shall hear

and act on such dispute in accordance with its rules and shall render a decision which shall be binding on all parties.

- D. If any employee has any complaint, grievance, or problem stemming from his/her employment in the public service and wishes an informal discussion with the Human Resources Director, he/she may inform his/her department head of the intended meeting and contact the Human Resources Director's Office. In such a case, the employee may decline to inform the department head as to the nature of the problem, but he/she must be prepared to discuss it with such person or persons in the office of the Human Resources Director as the Human Resources Director may designate. Such conversation between the employee and the Human Resources Director and his/her staff will be considered confidential and will not be revealed except as the Human Resources Director may deem to be in the best interests of the public service.

### **Section 51.1: Use of Privately Owned Automobiles for Town Business**

- A. Employees required to use a privately owned automobile for the conduct of Town business shall be reimbursed once a month for all mileage driven at the rate to be recommended by the Mayor and approved by the Council.
- B. An employee who uses a personally owned automobile for official Town business shall maintain appropriate insurance as prescribed by the Corporation Counsel on his/her automobile, to cover liability for personal injury and property damage.
- C. All Employees who are assigned a town-owned or leased vehicle are expected to adhere to the Town of East Hartford's Motor Vehicle Use Policy.

### **Section 52.1: Longevity**

Employees hired on or after August 17, 2006 will not be eligible to receive longevity payments unless otherwise mandated by their union contract.

Employees hired prior to August 17, 2006 shall earn longevity payments on their anniversary date in recognition of their length of service on the following basis:

2-5 years	\$170
6-8 years	\$230
9-13 years	\$260
14-19 years	\$290
20 years & up	\$330

Longevity payments are made in a lump sum to employees on the first pay period of September. Except for discharge, pro-rata longevity payments shall be granted to employees in the event they terminate their employment with the Town.

### **Section 53.1: Retirement**

Permanent employees shall be eligible for participation in a Town retirement plan and to elect those retirement options to which they may be eligible in accordance with the plan to be administered by the Finance Department..

### **Section 54.1: Insurance Benefits**

The Town shall provide the following insurance benefits for all active full-time Town employees and their enrolled eligible dependents. Effective July 1, 2011 employees will contribute, through a weekly payroll deduction, 16%, of the premium cost of items A and B below. The premium share will increase on July 1, 2015 to 19% and on every July 1 of each fiscal year thereafter may be increased by an additional 1% by the Finance Director until a maximum premium share of 25% is reached. Such increase shall be communicated during the annual open enrollment period.

- A. High Deductible Health Plan with HSA/HRA
- B. Prescription Drug Coverage
- C. Three-Tier Dental Program
- D. Vision care rider for employee and enrolled dependents
- E. Employees may select, in lieu of the Plan described above and subject to availability, membership in a Preferred Provider (PPO). The premium share will be 40% of the fully insured equivalent rate. The premium cost share will increase on July 1, 2014 to 41% and on every July 1 of each year thereafter, may be increased by an additional 1% by the Finance Director until a maximum premium share of 50% is reached. Such increase shall be communicated during the annual enrollment period.
- F. The Town shall provide and pay for a Fifty Thousand (\$50,000) Life Insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum with double indemnity in the event of accidental death. A Ten Thousand (\$10,000) Life Insurance policy will be provided for each Town retiree.
- G. The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits.
- H. Current and new employees may choose not to enroll in items A, B, and E, and receive a monetary payment instead. The Town of East Hartford will implement a "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan. The other health plan must not be a Town or East Hartford Board of Education sponsored plan.
  - 1. Effective April 2, 2009, the payments to be made to employees who drop their Town-sponsored health insurance plan, excluding Dental, will be as follows:



Coverage Type	Payment Amount
Individual	\$ 775
Individual plus one dependent	\$1275
Individual plus two or more dependents	\$1775

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

2. One-quarter of the above amounts (\$193.75, \$318.75, \$443.75, respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter. The Mayor reserves the right to reduce or eliminate any of the above payments for any quarter due to lack of funds.
  3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," and will provide written evidence of health insurance coverage by another plan.
  4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
  5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
  6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan.
- I. The term "retiree" will mean a former employee who has met the requirements of the retirement plan to receive Normal, Early or Disability Retirement benefits from the Town and is receiving such benefits.
- J. **For all employees who are eligible to retire before January 1, 2012:** The Town shall provide and pay for the insurance benefits listed in Section 54.1 B, E and F.
1. For retirees who are eligible for Social Security Parts A & B, Supplemental coverage shall be provided in place of the foregoing coverage.
  2. The Town shall provide and pay for the insurance benefits described in Section 54.1 B and E for the retiree's spouse under the following conditions:

- a. The retiree must attain age 60 before his/her spouse will be eligible for this coverage.
- b. If the retiree remarries, the new spouse will not be eligible for this coverage.
- c. The term "spouse" shall mean the retiree's spouse who shall have been married to and living with the employee as his/her spouse at the time of the employee's retirement. When the retiree dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly cost from their pension check.
- d. In order for the spouse coverage to be effective, the retiree must pay to the Town 50% of the monthly cost, as determined by the Town. This contribution shall be deducted from the retiree's monthly pension check. If such deduction is not made continuously from the retiree's monthly pension check commencing with his/her 60<sup>th</sup> birthday, all coverage for the spouse shall cease and not be reinstated.
- e. When the retiree's spouse reaches age 65 and enrolls in Medicare, the Town will pay 100% of the cost for Parts A & B Supplemental coverage.

**For all employees who are eligible to retire after January 1, 2012:** The Town shall provide and pay for the insurance benefits listed in Section 54.1 F. The Town shall offer the insurance benefits listed in Section 54.1 B and E under the following terms:

1. Employees who retire at 55 years of age or under will pay 50% of the cost of employee-only coverage until the retiree becomes eligible for Medicare.
2. Employees who retire at 56 through 59 years of age will pay 25% of the cost of employee-only coverage until the retiree becomes eligible for Medicare.
3. Employees who retire at 60 through 64 years of age will pay 0% of the cost of employee-only coverage until the retiree becomes eligible for Medicare.
4. The Town shall cease providing and/or paying for any and all health insurance coverage when the retired employee becomes eligible for Medicare.

**For employees who are eligible to retire on or after January 1, 2012:** the Town shall offer the same medical benefits to the spouse, subject to the following:

1. Employees who retire at 55 years of age or under will pay 100% of spousal coverage until the spouse becomes eligible for Medicare.
2. Employees who retire at 56 through 59 years of age will pay 75% of spousal coverage until the spouse becomes eligible for Medicare.
3. Employees who retire at 60 through 64 years of age will pay 50% of spousal coverage until the spouse becomes eligible for Medicare.
4. The Town shall cease providing and/or paying for any and all health insurance coverage when the employee's spouse becomes eligible for Medicare.

### **Section 55.1: Promotional Procedure - Public Safety Divisions (Police & Fire)**

Whenever a permanent vacancy occurs or is created in a promotional classification in the Public Safety Divisions' Bargaining Units, and an eligibility list established in accordance with Section 55.3 is in effect for such classification, the Chief of the appropriate division may, prior to the date when such permanent vacancy occurs or is created, request the Human Resources Director to certify the names of the three highest earned ratings on such eligibility lists as well as the name appearing on the top of the departmental re-employment list for that classification. Within ten (10) days after the Human Resources Director receives either request, he/she shall certify such names to the Chief of the appropriate division. After the Chief receives such certification, but no earlier than the date on which such permanent vacancy occurs or is created, said Chief shall appoint the person from the three highest earned ratings certified to fill such permanent vacancy.

### **Section 55.2:**

Whenever such a permanent vacancy occurs or is created in a promotional classification in the Public Safety Divisions' Bargaining Units, and no eligibility list established in accordance with Section 55.3 is in effect for such classification, the Human Resources Director may, prior to the date when such permanent vacancy occurs or is created, conduct or cause to be conducted a promotional examination for the purpose of establishing an eligibility list for such classification.

### **Section 55.3:**

Each promotional examination conducted pursuant to Section 55.2 shall be open only to those employees of the Public Safety Divisions' Bargaining Units who, on the date of such examination, have the qualifications and meet the requirements set forth in the class specifications for the classification for which the examination is being conducted. At least fifteen (15) days in advance of the date when such an examination is scheduled to take place, the Human Resources Director shall cause written notice of such examination to be posted to all employees (i.e. via e-mail, Town and/or Department website, bulletin board, etc.). Such notice shall describe the place, date and time of such examination and the qualification which the candidates must have and the requirements which they must meet in order to qualify to compete in such examination and, as determined by the Human Resources Director, the passing grade or minimum rating which a candidate must achieve in such examination in order to be placed on the eligibility list of the classification for which such examination is being conducted. When an examination is contracted by any agency, public or private, the minimum rating by which eligibility may be achieved shall be established by the agency conducting the examination.

The final earned rating of each applicant competing in any promotional test shall be determined by the weighted average of the earned ratings on all phases of the test, according to weights for each phase established by the Human Resources Director, in advance of the giving of the test and published as part of the announcement of the test.

All candidates who achieve the passing grade or who meet the minimum rating in each such examination shall be placed on the eligibility list of the classification for which the examination is being conducted, arranged in order of final weighted ratings received. Each eligibility list, established in accordance with the provisions of Section 55.3 shall be made available in the Human Resources Director's Office and each candidate notified by the Human Resources Director, in writing, concerning his/her rating in such examination and his/her place, if any, on such eligibility list no later than ninety (90) days after the date of the examination.

Such eligibility list may not be used or considered to be in effect until it has been posted for fifteen (15) days or until the Board of Appeals has rendered a decision, whichever comes later.

In computing a candidate's seniority for each examination, all service shall be included which he/she has had in each classification that is eligible to compete in such examination.

**Section 55.4:**

Within fifteen (15) days of the date when such an eligibility list is posted, any candidate in such examination may appeal his/her grade or rating in such examination or his/her place or position on such eligibility list, or the fact that his/her name does not appear on such eligibility list. Such appeal shall be in writing and shall be submitted to the Personnel Appeals Board. Said Appeals Board shall conduct a hearing on such appeal, render a decision which shall be final and binding, provided however, that no such decision shall conflict or inconsistent with the provisions of Section 55.1 through 55.8 inclusive.

**Section 55.5:**

Whenever an eligibility list is established in accordance with the provisions of Section 55.3 and a vacancy in the promotional classification for which such list was established is in existence on the date that such list takes effect or may be used within ten (10) days after such date, the Chief of the appropriate division shall request the Human Resources Director to certify the names of the employees having the three (3) highest earned ratings on such eligibility list. Within ten (10) days after the Human Resources Director receives such request, he/she shall certify such names to the Chief. Within five (5) days after the Chief receives such certification, he/she shall appoint the person from such list certified or from the certified re-employment list.

**Section 55.6:**

Within ninety (90) days of the date when this amendment to the Personnel Rules takes effect, the Human Resources Director, after consultation with the duly authorized representative of the Public Safety Divisions' Bargaining Units, shall reaffirm, amend, modify or establish as the case may be, class specifications for each classification in the Public Safety Divisions' Bargaining Units.

## **Section 55.7:**

For purposes of Sections 55.1 through 55.8 inclusive, the term "promotional classification in the Public Safety Divisions' Bargaining Units" shall mean and include all classifications which, on the effective date of this amendment to the Personnel Rules, are covered by the collective bargaining contracts and which have a salary range that is higher than the salary range for the Police Officer and/or Fire Fighter classification.

## **Section 55.8:**

Any other provision of the Personnel Rules which is inconsistent or in conflict with Section 55.1 through 55.8 inclusive, shall not apply to employees, positions, or classifications covered by said collective bargaining contract.

## **Section 56.1 Additional Fringe Benefits as Defined by Position**

### **A. All Sworn Classified Non-Bargaining Employees (Police Department)**

In addition to the benefits provided for herein and by Town Charter, the above employees, hired into these positions on or after August 17, 2006, shall enjoy the following additional fringe benefits<sup>1</sup>:

1. **Salary**: As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the position of Police Chief, Deputy Chiefs and Commanders.
2. **Workweek**: The workweek is a minimum of 40 hours (daily 1 hour unpaid lunch). However, the Police Chief, Deputy Chiefs and Commanders are expected to work in excess of 40 hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.
3. **Compensatory Time**: The Police Chief, Deputy Chiefs and Commanders are considered exempt salaried professional employees under the Fair Labor Standards Act. Accordingly, these positions are ineligible to earn any compensatory time or overtime. The Police Chief, Deputy Chiefs and Commanders will need to account for their use of sick days and vacation days.

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<sup>1</sup> The Police Chief and Deputy Chiefs currently serving in such position on August 17, 2006, shall continue to have their current benefits and working conditions. However, whenever the position becomes vacant thereafter, such position shall be considered an exempt salaried position under the Fair Labor Standards Act and ineligible to receive any compensatory time or overtime.

4. **Sick Days:** It is acknowledged that from time to time, sickness, family emergency, or medical treatment will cause the Police Chief, Deputy Chiefs and Commanders to miss time from work. When such a situation exists, the Police Chief shall promptly notify the Office of Mayor of such absence, and subsequently, communicate the absence to the Human Resources Department for attendance tracking purposes.

On an annual basis, the Mayor shall review the absences taken by each Director as provided by the Human Resources Department and in the event of abuse; the Mayor shall take the necessary administrative action, up to and including termination.

5. **Retirement:** Enrollment in the Town's 457 Plan whereby the Town contributes 8.5% and the Police Chief, Deputy Chiefs and Commanders contribute 4% of salary. Current employees promoted to the position of Police Chief or Deputy Chief or Commander shall have the one time irrevocable choice of maintaining their current pension between the Town of East Hartford and Police Union or enrolling in the Town's 457 Plan. Any person hired into the position of Police Chief, Deputy Chief or Commander after April 2, 2009 shall only have the option of enrolling in the Town's 457 Plan under the above referenced terms.
6. **Vacation:** A minimum of 15 annual days of vacation effective upon initial date of appointment. At the Mayor's discretion, an additional 10 annual vacation days may be granted to the Police Chief, Deputy Chiefs or Commanders. The Police Chief, Deputy Chiefs and Commanders are eligible to accumulate up to 75 vacation days, payable upon separation.
7. **Separation from Service:** The Police Chief, Deputy Chiefs and Commanders shall not be terminated without cause, as defined by Connecticut Statute or Town of East Hartford Charter.
8. **Miscellaneous Benefits:**
  - a. **Health Insurance:** Refer to Section 54.1 A-E and 54.1 G-H.
  - b. **Health Insurance for Retirees:** The term "retired employee" will mean a former Police Chief, Deputy Chief or Commander who has been continuously employed by the Town for a period of at least 10 years and obtained the minimum age of 55 years old. For benefits, refer to Section 54.1 J.
  - c. **Long Term Disability Insurance:** The Police Chief, Deputy Chiefs and Commanders may choose to purchase Long Term Disability Insurance through the Town's designated provider. The Police Chief, Deputy Chiefs and Commanders will have a 90 day waiting period and will receive 60% of pre-disability earnings to a maximum of \$5,000 per month.
  - d. **Life Insurance:** The Police Chief, Deputy Chiefs and Commanders shall receive life insurance coverage at the rate of 2.5 times their total compensation to the nearest \$1,000 to a maximum of \$250,000 as funded by the East Hartford Town Council.

9. At the Mayor's sole discretion, the Police Chief, Police Deputy Chiefs and Police Commanders shall have use of a Town of East Hartford motor vehicle provided that they follow and adhere to the Town of East Hartford's Motor Vehicle Use Policy.

**B. Chief of Police**

In addition to the benefits provided for herein and by Town Charter, the Chief of Police shall enjoy the following additional fringe benefit:

**Training and Professional Development:** Maintain current budget level of \$2,500 for Chief's travel and training account.

**C. Acting Police Chief, Acting Deputy Chief, Acting Commander**

The temporary appointment of an employee to the position of Acting Police Chief, Acting Deputy Chief or Acting Commander from a bargaining unit position shall be subject to the terms and conditions of employment set forth in this Section, and not Section 56.1 A. During such temporary service, the employee also shall enjoy all of the other applicable benefits provided by these Rules and by Town Charter.

1. **Salary:** As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the position of Acting Police Chief, Acting Deputy Chief or Acting Commander
2. **Workweek:** A standard workweek is 40 hours (daily 1 hour unpaid lunch). However, an Acting Police Chief, Acting Deputy Chief or Acting Commander shall work additional hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.
3. **Compensatory Time and Overtime:** An Acting Police Chief, Acting Deputy Chief or Acting Commander is considered an exempt salaried employee and is ineligible to earn any compensatory time or overtime. An Acting Deputy Police Chief or Acting Police Commander will need to account for their use of sick days and vacation days.
4. **Retirement:** Retirement benefits are subject to the terms and conditions of the Retirement Plan for Full-Time Employees of the Police Department of the Town of East Hartford.
5. **Miscellaneous Benefits:** An Acting Police Chief, Acting Deputy Chief or Acting Commander will receive the following benefits, applicable to his/her regular bargaining unit position, subject to the terms and conditions in the current collective bargaining agreement between the Town of East Hartford and East Hartford Police Officer's Association:
  - a. Sick Leave;

- b. Injury Leave;
  - c. Vacation;
  - d. Funeral Leave;
  - e. Holidays;
  - f. Insurance; and
  - g. Flexible Spending Accounts.
6. **Termination of Employment:** The employee shall serve in the position of Acting Police Chief, Acting Deputy Chief or Acting Commander at the discretion of the Mayor or Police Chief, respectively, subject to Section 30.1(D)(3) of the personnel rules, and may be removed from that temporary position at any time, for any reason, with or without prior notice.
7. **Motor Vehicle:** At the Mayor's sole discretion, an Acting Police Chief, Acting Deputy Chief or Acting Commander may have use of a Town of East Hartford motor vehicle provided that they comply with the Town of East Hartford's Motor Vehicle Use Policy.

## **Section 56.2: Additional Fringe Benefits as Defined by Position**

### **A. All Sworn Classified Non-Bargaining Employees (Fire Department)**

In addition to the benefits provided for herein and by Town Charter, the above employees, hired into these positions on or after August 17, 2006, shall enjoy the following additional fringe benefits<sup>2</sup>:

1. **Salary:** As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the position of Fire Chief and the Assistant Fire Chiefs.
2. **Workweek:** The workweek is a minimum of 40 hours (daily 1 hour unpaid lunch). However, the Fire Chief and the Assistant Fire Chiefs are expected to work in excess of 40 hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.
3. **Compensatory Time:** The Fire Chief and the Assistant Fire Chiefs are considered exempt salaried professional employees under the Fair Labor Standards Act. Accordingly, these positions are ineligible to earn any compensatory time or

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<sup>2</sup> The Assistant Chief currently serving in such position on April 2, 2009, shall continue to have his current benefits and working conditions. However, whenever the position becomes vacant thereafter, such position shall be considered an exempt salaried position under the Fair Labor Standards Act and ineligible to receive any compensatory time or overtime.



overtime. The Fire Chief and the Assistant Fire Chiefs will need to account for their use of sick days and vacation days.

4. **Sick Days**: It is acknowledged that from time to time, sickness, family emergency, or medical treatment will cause the Fire Chief and the Assistant Fire Chiefs to miss time from work. When such a situation exists, the Fire Chief or the Assistant Fire Chiefs shall promptly notify the Office of Mayor of such absence, and subsequently, communicate the absence to the Human Resources Department for attendance tracking purposes.

On an annual basis, the Mayor shall review the absences taken by the Fire Chief and the Assistant Fire Chiefs as provided by the Human Resources Department and in the event of abuse, the Mayor shall take the necessary administrative action, up to and including termination.

5. **Retirement**: Enrollment in the Town's 457 Plan whereby the Town contributes 8.5% and the Fire Chief and the Assistant Fire Chiefs contribute 4% of salary. Current employees promoted to the position of Fire Chief and/or Assistant Fire Chief shall have the one time irrevocable choice of maintaining their current pension between the Town of East Hartford and Firefighter's Union or enrolling in the Town's 457 Plan. Any person hired into the position of Fire Chief or Assistant Fire Chief after April 2, 2009 shall only have the option of enrolling in the Town's 457 Plan under the above referenced terms.
6. **Vacation**: A minimum of 15 annual days of vacation effective upon initial date of appointment. At the Mayor's discretion, an additional 10 annual vacation days may be granted to the Fire Chief and the Assistant Fire Chiefs. The Fire Chief and the Assistant Fire Chiefs are eligible to accumulate up to 75 vacation days, payable upon separation.
7. **Separation from Service**: The Fire Chief and the Assistant Fire Chiefs shall not be terminated without cause, as defined by Connecticut Statute or Town of East Hartford Charter.
8. **Miscellaneous Benefits**:
  - a. **Health Insurance**: Refer to Section 54.1 A-E and 54.1 G-H.
  - b. **Health Insurance for Retirees**: The term "retired employee" will mean a former Fire Chief or Assistant Fire Chief who has been continuously employed by the Town for a period of at least 10 years and obtained the minimum age of 55 years old. For benefits, refer to Section 54.1 J.
  - c. **Long Term Disability Insurance**: The Fire Chief and/or Assistant Fire Chiefs may choose to purchase Long Term Disability Insurance through the Town's designated provider. The Fire Chief and/or Assistant Fire Chiefs will have a 90 day waiting period and will receive 60% of pre-disability earnings to a maximum of \$5,000 per month.
  - d. **Life Insurance**: The Fire Chief and/or Assistant Chiefs shall receive life insurance coverage at the rate of 2.5 times their total compensation to the

nearest \$1,000 to a maximum of \$250,000 as funded by the East Hartford Town Council.

9. At the Mayor's sole discretion, the Fire Chief and the Assistant Fire Chiefs shall have use of a Town of East Hartford motor vehicle provided that they follow and adhere to the Town of East Hartford's Motor Vehicle Use Policy.

#### **B. Chief of the Fire Department**

In addition to the benefits provided for herein and by Town Charter, the Chief of the Fire Department shall enjoy the following additional fringe benefit:

**Training and Professional Development:** Maintain current budget level of \$3,000 for Chief's travel and training account.

#### **C. Acting Assistant Fire Chief**

The temporary appointment of an employee to the position of Acting Fire Chief or Acting Assistant Fire Chief from a bargaining unit position shall be subject to the terms and conditions of employment set forth in this Section, and not Section 56.2 A. During such temporary service, the employee also shall enjoy all of the other applicable benefits provided by these Rules and by Town Charter.

1. **Salary:** As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the position of Fire Chief or Assistant Fire Chief.
2. **Workweek:** A standard workweek is 40 hours (daily 1 hour unpaid lunch). However, an Acting Fire Chief or Acting Assistant Fire Chief shall work additional hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.
3. **Compensatory Time and Overtime:** An Acting Fire Chief or Acting Assistant Fire Chief is considered an exempt salaried employee and is ineligible to earn any compensatory time or overtime. An Acting Assistant Fire Chief will need to account for their use of sick days and vacation days.
4. **Retirement:** Retirement benefits are subject to the terms and conditions of the Retirement Plan for Full-Time Employees of the Fire Department of the Town of East Hartford.
5. **Miscellaneous Benefits:** An Acting Fire Chief or Acting Assistant Fire Chief will receive the following benefits, applicable to his/her regular bargaining unit position, subject to the terms and conditions in the current collective bargaining agreement

between the Town of East Hartford and Local 1548 of the International Association of Firefighters.

- a. Sick Leave;
  - b. Injury Leave;
  - c. Vacation;
  - d. Funeral Leave;
  - e. Holidays;
  - f. Insurance;
  - g. Wellness Program; and
  - h. Flexible Spending Accounts.
6. **Termination of Employment:** The employee shall serve in the position of Acting Fire Chief or Acting Assistant Fire Chief at the discretion of the Mayor or Fire Chief respectively, subject to Section 30.1(D)(3) of the personnel rules, and may be removed from that temporary position at any time, for any reason, with or without prior notice.
7. **Motor Vehicle:** At the Mayor's sole discretion, an Acting Assistant Fire Chief may have use of a Town of East Hartford motor vehicle provided that they comply with the Town of East Hartford's Motor Vehicle Use Policy.

### **Section 56.3: Additional Fringe Benefits as Defined by Position**

#### **A. All Sworn Full Time Appointed Directors and the Position of "Assistant to the Mayor" ("Directors")**

In addition to the benefits provided for herein and by Town Charter, the above Directors shall enjoy the following additional fringe benefits:

1. **Salary:** As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for each Director's respective position.
2. **Workweek:** Workweek is a minimum of 40 hours (daily 1 hour unpaid lunch). However, Directors are expected to work in excess of 40 hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, and budget workshops, etc. or as deemed necessary by the Mayor.
3. **Compensatory Time:** All Directors are considered exempt salaried professional employees under the Fair Labor Standards Act. Accordingly, Directors are ineligible to earn any compensatory time or overtime. Directors will need to account for their use of sick days and vacation days.

4. **Sick Days:** Effective January 1, 2006, the accrual of sick time for Directors will cease, and the sick days accrued to date shall be eliminated. In lieu of a sick day accrual system, the following Director Sick Time Policy shall be implemented.
5. **Director Sick Time Policy:** It is acknowledged that from time to time, sickness, family emergency, or medical treatment will cause a director to miss time from work. When such a situation exists, the director shall promptly notify the Office of Mayor of such absence, and subsequently, communicate the absence to the Human Resources Department for attendance tracking purposes.

On an annual basis, the Mayor shall review the absences taken by each Director as provided by the Human Resources Department and in the event of abuse; the Mayor shall take the necessary administrative action, up to and including termination.

6. **Vacation:** A minimum of 15 annual days of vacation effective upon initial date of appointment. At the Mayor's discretion, an additional 10 annual vacation days may be granted to each Director. Directors are eligible to accumulate up to 75 vacation days, payable upon separation.

7. **Miscellaneous Benefits:**

- a. **Health Insurance:** Refer to Section 54.1 A-E and 54.G-H.
- b. **Health Insurance for Retirees:** The term "retired employee" will mean a former Director who has been continuously employed by the Town for a period of at least 10 years and obtained the minimum age of 55 years old. For benefits, refer to Section 54.1 J.
- c. **Long Term Disability Insurance:** Directors may choose to purchase Long Term Disability Insurance through the Town's designated provider. Directors will have a 90 day waiting period and will receive 60% of pre-disability earnings to a maximum of \$5,000 per month.
- d. **Life Insurance:** Directors shall receive life insurance coverage at the rate of 2.5 times their total compensation to the nearest \$1,000 to a maximum of \$250,000 as funded by the East Hartford Town Council.
- e. **Retirement:** Enrollment in the Town's 457 Plan whereby the Town contributes 8.5% and the Director contributes 4% of salary;
- f. **Separation from Service:** All Directors who are not reappointed or who are terminated without cause shall receive salary continuation for six (6) weeks. In addition, all Directors shall continue to receive health insurance at the Town's expense, for three (3) additional months. Directors who voluntarily resign or are terminated for just cause are ineligible to receive the additional benefits outlined in this section

8. **Dual Employment:**

Subject to approval by the Mayor, Directors may be permitted to secure other outside employment provided such employment does not interfere with the Director's responsibility to the Town. Approval needs to be granted before securing employment.

#### **Section 56.4**

**A. The Corporation Counsel shall enjoy the following benefits:**

1. **Retirement:** Enrollment in the Town's 457 Plan whereby the Town contributes 8.5% and the Director contributes 4% of salary;
2. **Separation from Service:** If the Corporation Counsel is not reappointed or is terminated without cause he or she shall receive salary continuation for six (6) weeks. If the Corporation Counsel voluntarily resigns or is terminated for just cause he or she shall be ineligible to receive the additional benefits outlined in this section.

**Attenello, Angela**

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**From:** Staron, Mary Beth  
**Sent:** Thursday, July 31, 2014 12:50 PM  
**Subject:** Town of East Hartford Recognized for Excellence in Financial Reporting



**FOR IMMEDIATE RELEASE**

Mary Beth Staron

860.291.7202 - ms

## **Town of East Hartford Recognized for Excellence in Financial Reporting**

*Highest Achievement Award for Governmental Accounting Received by Michael P. Walsh, Director of Finance*

July 31, 2014, - East Hartford, CT - The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the Town of East Hartford by the Government Finance Officers Association of the United States and Canada (GFOA), for its comprehensive annual financial report (CAFR). The award specifically calls out Michael P. Walsh, as the Director of Finance for the Town of East Hartford, for successfully reporting and

overseeing the Town's Accounts and Control, Risk Management, Purchasing, Information Technology, Assessor's, and Tax Collections departments. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.



Said Mayor Marcia Leclerc, "Fiscal responsibility is of the utmost importance to our community: spending wisely, reducing waste and providing the best services for our residents. I am proud to have someone like Mike Walsh to lead our fiscal operations with the utmost integrity."

As a public entity, the Town of East Hartford is subject to an annual independent audit. The information included in a Comprehensive Annual Financial Report, however, goes beyond what is required in the standard financial audit. Financial records are reviewed using criteria that includes technical significance, transferability, documentation, originality, cost effectiveness, and finance officer involvement. The Town of East Hartford was

judged by an impartial panel against the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate the Town's financial story.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Michael Walsh was appointed the Director of Finance for the Town of East Hartford in 1998. In addition to his responsibilities with the Town of East Hartford, he served on the Governor's Task Force – Recapturing Materials from the Waste Stream, and has previously served on a number of boards for local and state organizations including the Old State House, East Hartford Academy of Finance, St. Christopher's Church, and the East Hartford Town Council.

About the Government Finance Officers Association (GFOA) - The GFOA is a nonprofit professional association servicing approximately 17,500 government finance professionals with offices in Chicago, IL and Washington, DC.

# # # #


**Mary Beth Staron**  
**Executive Secretary to the Mayor**



740 Main Street  
East Hartford, CT 06108  
860.291.7202  
[mstaron@easthartfordct.gov](mailto:mstaron@easthartfordct.gov)



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 28, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: CONTINGENCY TRANSFER-Republican Primary Election

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The Republican Registrar of Voters has notified me that they will be holding a primary on Tuesday, August 12, 2014. A budget in the amount of \$15,962.20 has been submitted to cover the costs.

Michael Walsh, Finance Director, has forwarded a memo and Contingency Transfer in the amount of \$16,000.00 that needs to be placed on the August 5, 2014 Town Council agenda for review and approval.

Thank you.

C: M. Walsh, Finance Director



Town Of East Hartford  
Request for Budgetary Transfer of Funds

Department Name CONTINGENCY  
Fund Name General

Fiscal Year 2014-2015

Date July 25, 2014  
Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Registrar of Voters – Election Officials	G1300-60135	\$ 11,175	Contingency Reserve	G9600-63492	\$ 16,000
Registrar of Voters – Election Day Expenses	G1300-62360	\$ 1,725			
Registrar of Voters – Inspec. Of Voting Mach.	G1300-63227	\$ 1,500			
Registrar of Voters – Telephone	G1300-65212	\$ 1,600			
	Total	\$ 16,000		Total	\$ 16,000

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

To provide a source of funds to hold the Republican Primary Election on August 12, 2014

Signature- Director/Department Head



Approvals



Finance Director

7/23/14

Date Approved

Mayor

Date Approved

Town Council/Clerk

Date Approved

Transfer

Date Entered

Entered By

MARCIA A. LECLERC  
MAYOR

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

(860) 291-7280  
FAX (860) 289-0831

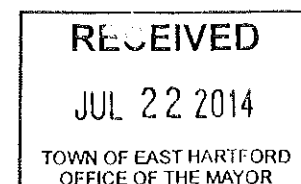
REGISTRAR OF VOTERS

Date: July 22, 2014  
To: Marcia A. Leclerc, Mayor  
From: Mary J. Mourey, Republican Registrar of Voters  
Re: Republican Primary – August 12, 2014

The following is my budget for the August 12, 2014 primary.

CODES	RATE	TOTAL
60135 1 Head Moderator		\$ 300.00
60135 1 Assistant Head Moderator		275.00
60135 7 District Moderators	\$300.00	2,100.00
60135 7 Assistant Registrars	275.00	1,925.00
60135 7 Official Checkers	200.00	1,400.00
60135 7 Ballot Clerks	200.00	1,400.00
60135 7 Voting Tabulator Tenders	200.00	1,400.00
60135 1 Absentee Ballot Moderator		300.00
60135 1 Assistant Absentee Ballot Moderator		275.00
60135 2 Absentee Ballot Casters	200.00	400.00
60135 1 Set-up/Break down Staff		300.00
60135 1 Registrar of Voters		700.00
60135 1 Deputy Registrar of Voters		400.00
62360 St. Christopher's Church Hall		200.00
62360 1,800 ballots @ .32 cents each, English/Spanish, plus shipping cost (\$50.00)		626.00
62360 Programming of -memory cards – English/Spanish Size 8 ½ x 11, plus 21 memory cards		800.00
200 Absentee Ballots @ .25 cents each		50.00
35 Sample Ballots @ .32 cents each		11.20
63227 Movers		1,500.00
65212 Telephones – 2 phone lines per district. Includes phone system for handicap voters –		1,600.00
TOTAL		\$15,962.20

cc: Michael Walsh






## MEMORANDUM

**DATE:** July 25, 2014

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

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

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

**RE:** **Contingency Transfer: Republican Primary Election**

---

As you are aware, a Republican Primary Election will be held here in East Hartford on Tuesday, August 12, 2014.

This primary election will result in expenditures attributable to the Registrar of Voters budget in the amount \$16,000 as detailed in the attached memo.

Because the cost of this primary was not budgeted (traditionally that's the case) as part of the 2014-2015 budget process, we respectfully need to request a Contingency Transfer from the Town Council to cover the cost of this primary.

Accordingly, a transfer form is attached in the amount of \$16,000. Please forward this item on to the Town Council for action.

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

MARCIA A. LECLERC  
MAYOR

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

(860) 291-7280  
FAX (860) 289-0831

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TOTAL		\$15,962.20


11,175

1,688

cc: Michael Walsh



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 28, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: Resolution and Three Motions: Board of Education

---

Attached is a memo from Michael Walsh, Finance Director, requesting Town Council authorization to create a Fund Balance Commitment and approval of motions to authorize the Board of Education to apply for a State Construction Grant, to Refer the Project to the Public Building Commission and to Begin Design Planning.

Please place this Resolution and Motions on the Town Council agenda for the meeting to be held August 5, 2014.

Thank you.

C: M. Walsh, Finance Director

**RESOLUTION CONCERNING THE CREATION OF A FUND BALANCE  
COMMITMENT OF \$750,000 TO PROVIDE THE FUNDING SOURCE FOR THE LOCAL  
SHARE OF THE BOARD OF EDUCATION CAPITAL IMPROVEMENT PLAN**

**WHEREAS**, the East Hartford Board of Education has compiled its annual Capital Improvement Plan including three construction project priorities related to the replacement of the Langford School roof, East Hartford Middle School Science Wing HVAC work, and various site repaving and repair work at Woodland and Silver Lane Schools; and

**WHEREAS**, the total cost associated with the three aforementioned construction project priorities identified by the Board of Education is \$2,130,000; and

**WHEREAS**, a State of Connecticut Department of Education construction reimbursement approximating 76.79% or \$1,382,220 related to the Langford School roof reconstruction is expected to offset the Board's costs leaving \$747,780 to be funded locally.

**NOW THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve of this Commitment of Fund Balance in the amount of \$750,000 from the Town's Unassigned Fund Balance. In recognition of this Commitment, the following entry is hereby approved:

G01-33100	Unassigned Fund Balance	\$750,000
G01-33101	Committed Fund Balance	\$750,000

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 August 5, 2014.

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

Funds certified as Unassigned and available to Commit.

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


Signed: Michael P. Walsh Dated: 7/25/14  
Michael P. Walsh, Director of Finance



## MEMORANDUM

DATE: July 25, 2014

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Resolution to Create a Fund Balance Commitment and Motions to Authorize the BOE to Apply for a State Construction Grant, to Refer the Project to the Public Building Commission, and to Begin Design Planning

---

By way of this memo, attached please find one resolution and three motions that require Town Council approval:

As to the resolution, it creates a "Fund Balance Commitment" which will provide confirmation to the State Department of Education that the local share related to the various BOE Capital Projects that the BOE desires to complete is in place.

Please understand that this commitment is not a supplemental budget appropriation. Once the permanent funding source for these projects is selected, the Commitment is replaced with the funding mechanism approved by the Town Council which could include the BOE budget, the Town Budget, Fund Balance, bonding, or note issuances to name a few of the possible sources to consider.

With respect to the motions needed, please accept the following motions for approval:

1. To authorize the Board of Education to apply for a State school Construction Grant (ED049) for the purposes of grant reimbursement on eligible construction costs
2. To refer the project to the Public Building Commission to review and approve the project plans and specifications
3. To authorize the Board of Education to begin design plans for the reference project in accordance to the State DAS School Construction Grant requirements.

This resolution and these motions, when approved, will serve as the necessary confirmation that the local share of the cost of the project is in place which in turn will allow the BOE to file an application with the State Department of Education requesting grant funding to pay for a large portion of the replacement of the Langford School roof.

The referral to the PBC is a requirement of both State statute and Town ordinance.

I would respectfully request that you forward these items on to the Town Council for action at their August 5, 2014 meeting. Should you have any questions or problems, please feel free to let me know. Thank you.

2015



East  
Hartford  
Public  
Schools

*"Schools that are the Pride of our Community"*

Nathan D. Quesnel, Superintendent of Schools

---

June 3, 2014

The Honorable Mayor Leclerc  
Town of East Hartford  
740 Main Street  
East Hartford CT 06108

RE: SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN and REFERRAL OF SPECIFIC BUILDING PROJECTS

Dear Mayor Leclerc,

On June 2, 2014, the Board of Education approved the Capital Improvement Plan (CIP) in accordance to Board policy.

I am enclosing a copy of the school district's Capital Improvement Plan for your review and for distribution to the Town Council. The CIP is a living plan and each year we update it to represent current priorities as it relates to building renovations, building expansions or projects that address deferred maintenance.

The Board's action on Monday night also included the referral of three capital projects for you and the Town Council to consider for funding purposes. That information is also enclosed. We would be pleased to meet with you and answer any questions regarding this matter.

In closing, on behalf of the Board, we respectfully request your continued support of building improvement projects.

Sincerely,

Nathan D. Quesnel  
Superintendent of Schools

Encl.

CC: Board of Education Members (letter only)

Mr. Costa (letter only)

NDQ:sas





## REFERRAL OF CAPITAL PROJECTS TO THE MAYOR AND TOWN COUNCIL FOR CONSIDERATION AND LOCAL FUNDING AUTHORIZATION

---

**DATE:** June 2, 2014

**DEPARTMENT:** Facilities

**PREVIOUS ITEM:**

**ENCLOSURES:** Capital Projects Description and Educational Specifications for State Grant

**REASON:** Board Policy and State Dept. of Education Regulations

---

**BACKGROUND:** Annually, by Board Policy the Capital Improvement Plan (CIP) must be updated and approved by the Board of Education. On May 22, 2014 the Facilities Sub-Committee of the Board and the Director of Facilities reviewed and evaluated the CIP to determine current project needs. At this time, three projects are recommended to be considered for funding and submission of a state grant application in order to begin the capital work. Should the Board approve this recommendation and action herein; the projects will be referred to the Mayor and Town Council for action. The projects are as follows with further details attached.

<u>Project</u>	<u>Estimated Cost</u>	<u>State Reimb.</u>	<u>Local Share</u>
Langford Roof	\$1,800,000	\$1,382,220	\$417,780
EHMS Science Wing HVAC	\$80,000	\$0	\$80,000
Site Re-Pavements	\$250,000	\$0	\$250,000
Subtotals	\$2,130,000	\$1,382,220	\$747,780

The Director of Facilities and the Facilities Committee recommend the approval and referral of the attached capital projects to the Mayor and Town Council for their consideration. With the authorization of local share funding, the State School Construction Grant application will be submitted for approval to the state, in accordance to Chapter 173 of the CGS. The State Education School Construction reimbursement amount for East Hartford is currently 76.79%.

Schedule to complete construction for Langford Roof is summer of 2016. The other listed projects can be accomplished by summer of 2015. Schedule for the Langford roof is outlined on page 5 of this report.

**ACTION:** Accept or Reject

**ACCOUNT AFFECTED BY TRANSACTION:** Bond Referendum and State Grant Reimbursement

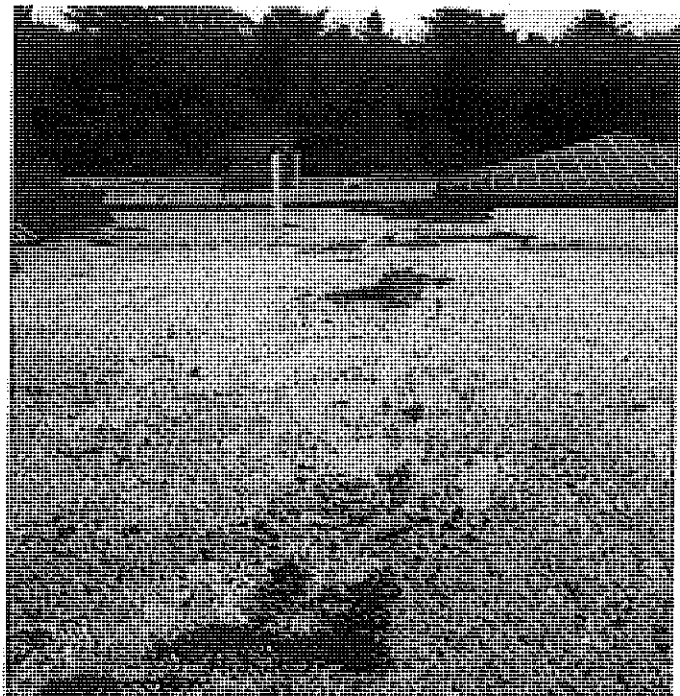
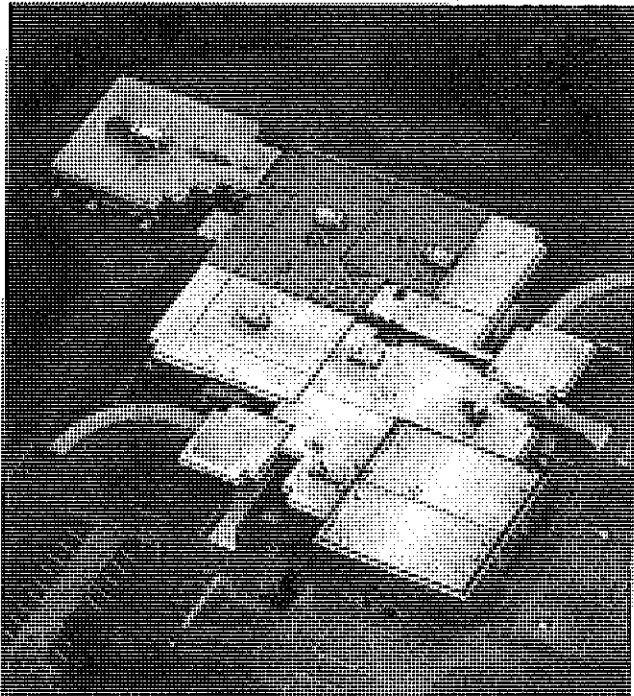
## Description of Capital Projects

### Langford School Roof Replacement \$1,800,000

The roof was first replaced in 1985 and is now 29 years old. The roof has had several repairs made over the years however; It has reached its useful life and needs to be replaced.

Conceptually, we have explored the possibility of an engineered truss roof system, however the shape and complexity of the building does not support such a design. The building is too wide and it has a large Media Center in the center of the floor plan therefore making the truss span across the building unfeasible. It would also be inappropriate, architecturally as the roofline would be overbearing to the building structure. The design would call for a fiberglass tapered built-up roof system.

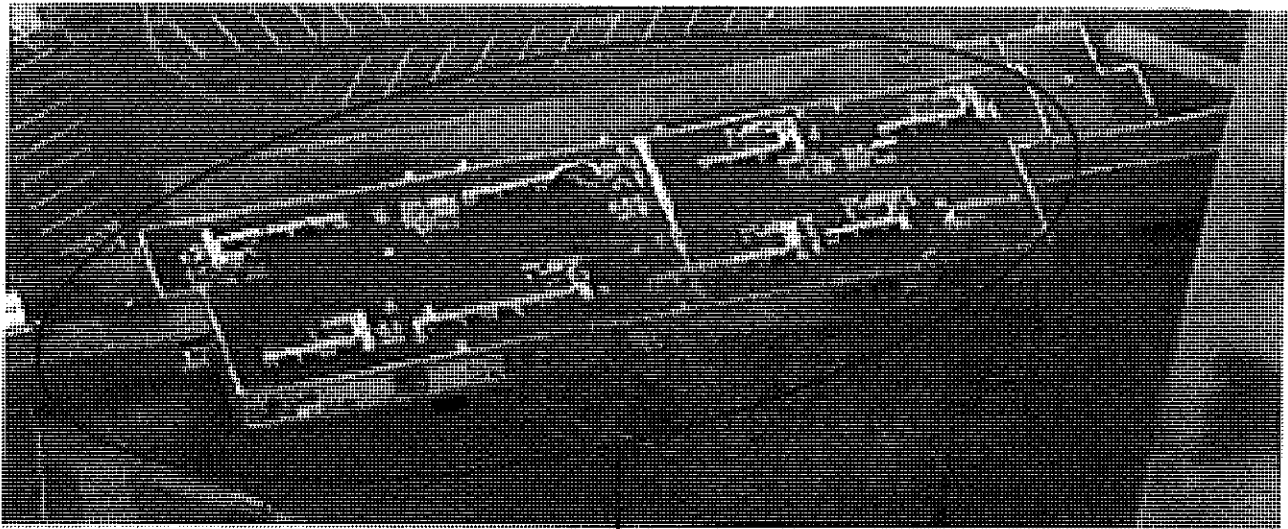
The new roof pitch will meet current codes with a pitch of 1/4" per foot to maintain positive drainage and the life cycle of the roof.



Langford School

**EHMS HVAC Repairs - Science Wing      \$80,000**

*This project involves the replacement of the supply/return air ductwork for the Science Wing at East Hartford Middle School. The ductwork was installed in the late 1970's for the purpose of providing supply air and conditioning for the science wing. The ductwork was installed over the exterior of the roof and there are several complex issues with the ductwork design and how it was fabricated which impacts the integrity of the roof system. It is also very in-efficient to have ductwork on the exterior of a building. Further, the ductwork compounds the formation of ponding of water or ice each year and there are far too many roof penetrations by having ductwork on the roof and it creates water infiltration to the spaces below. By redesign and installing the supply and return ductwork below the roof (above the classroom ceilings) the number of roof penetrations would be reduced substantially. This project would allow for the final roof design to be adequately built (at a later time) but it would correct the in-efficiency of the mechanical system as well as the elimination of many roof penetrations which currently create water infiltration problems.*



EH Middle School Science Wing

**Site Repaving & Repairs – Silver Lane and Woodland Schools     \$250,000**

*The line item for site repaving in the CIP is currently over \$3M and it can be debated that virtually all school sites in the district require repaving due to their age and condition. It was discussed at Committee level to attempt to fund pavement projects over the next 10-12 years to address the continual need to maintain bituminous concrete (pavements) throughout our school district. This will address pedestrian safety on surfaces, ensure proper drainage of impervious surfaces and enhance the appearance of our grounds. The Committee recommends a funding allocation of \$250K to address two of the neediest sites. In the past 20 years only one school (Pitkin) has been entirely repaved.*



Silver Lane School



Woodland School



East  
Hartford  
Public  
Schools

**APPROVAL OF EDUCATIONAL SPECIFICATIONS  
SCHOOL CONSTRUCTION GRANT APPLICATION  
ROOF REPLACEMENT PROJECT LANGFORD SCHOOL**

---

**DATE:** June 2, 2014

**DEPARTMENT:** Facilities

**PREVIOUS ITEM:**

**ENCLOSURES:**

**REASON:** State School Construction Grant Regulations

---

**BACKGROUND:** The State School Construction Grant process under the provisions of CGS section 10-287c-11 requires the local Board of Education to develop and approve Educational Specifications for any school construction grant application it shall submit to the State.

Attached are the Educational Specifications for the referenced project slated to be submitted to the Mayor and Town Council for consideration and for local funding process after Board approval.

**ACTION:** Accept or Reject

**ACCOUNT AFFECTED BY TRANSACTION:** Bond Referendum and State Grant Reimbursement

*BE APPROV.  
6/2/14*



**East  
Hartford  
Public  
Schools**

**EAST HARTFORD PUBLIC SCHOOLS**

**EDUCATIONAL SPECIFICATIONS**

**SCHOOL CONSTRUCTION GRANT APPLICATION**

**PROJECT:**

**LANGFORD SCHOOL ROOF REPLACEMENT**

61 Alps Drive, East Hartford, CT 06108

**SUBMITTED TO:**

**STATE DEPARTMENT OF ADMINISTRATIVE SERVICES**

**DIVISION OF CONSTRUCTION SERVICES**

**OFFICE OF SCHOOL FACILITIES**

165 Capitol Avenue, Room 437  
Hartford, CT 06145  
860-713-6487

Prepared by:  
Albert S. Costa, Director of Facilities  
East Hartford Public Schools  
860-622-5952

May 23, 2014

## EDUCATIONAL SPECIFICATIONS

### PROJECT: Langford School Roof Replacement

#### 1. PROJECT RATIONALE

The original school building was constructed in 1972 with an addition in 1999. Currently the academic wing of the building contains 59,800 square feet of floor area. The roof was first replaced in 1985 and is now 29 years old. The roof has reached its useful life and needs to be replaced. This will be a complete removal of the roof to the existing deck of the 1972 structure.

Conceptually, we have explored the possibility of an engineered truss roof system, however the shape and complexity of the building does not support such a design. The building is too wide and it has a large Media Center in the center of the floor plan therefore making the truss span across the building unfeasible. It would also be inappropriate, architecturally as the roofline would be overbearing to the building structure. The design would call for a fiberglass tapered built-up roof system.

The new roof pitch will meet current codes with a pitch of 1/4" per foot to maintain positive drainage and the life cycle of the roof.

#### 2. LONG-RANGE PLAN

The long-range plan for the school incorporates provisions for a safe and appropriate learning environment. This project will ensure the safety and health of the students and staff. The district plans to continue to utilize the Langford Elementary School in its current capacity for the next twenty years and beyond.

#### 3. THE PROGRAM

Current space: The School includes the following instructional and support spaces: students in grades K-6, library/media center, computer labs, music room, art room, cafeteria, nurse's office, kitchen, conference room, school offices, outdoor fields, custodial services, storage and mechanical spaces.

Construction: There will not be any construction in any of these spaces.

FF&E: None.

#### 4. BUILDING SYSTEMS (Not part of this project)

Security: Not applicable.

Public Address: Not applicable.

Technology: Not applicable.

Phone System: Not applicable.

Clocks: Not applicable.

5. **INTERIOR BUILDING ENVIRONMENT** (Not part of this project)

Acoustics: Not applicable.  
Ceilings: Not applicable.  
Lighting: Not Applicable.  
HVAC: Not applicable.  
Plumbing: Not applicable.  
Chimney: Not applicable.  
Windows/Doors: Not applicable.

6. **SITE DEVELOPMENT** (Not part of this project)

Site Acquisition: Not applicable.  
Parking: Not applicable.  
Drives: Not applicable.  
Walkways: Not applicable.  
Outdoor Athletic Facilities: Not applicable.  
Landscaping: Not applicable.  
Site Improvements: Not applicable.

7. **CONSTRUCTION BONUS REQUESTS**

Langford Elementary School project is not eligible for a school construction bonus.

School Readiness:	C.G.S. 10-285a(e)--Not applicable.
Lighthouse Schools:	C.G.S. 10-285a(f)--Not applicable.
CHOICE:	C.G.S. 10-285a(g), as amended--Not applicable.
Full-day Kindergarten:	C.G.S. 10-285a(h)--Not applicable.
Reduced Class Size:	C.G.S. 10-285a(h)--Not applicable.
Regional Vo-Ag Center:	C.G.S. 10-65--Not applicable.
Interdistrict Magnet School:	C.G.S. 10-264h--Not applicable.
Interdistrict Cooperative School:	C.G.S. 10-158a--Not applicable.
Regional Special Education Center:	C.G.S. 10-76e--Not applicable.

8. **COMMUNITY USES**

Langford Elementary School was originally constructed to facilitate activities during the school hours, before and after school hours, and throughout the calendar year.

- Building Rental activities
- PTO and other Community Meetings
- YMCA
- Community Use will be able use the All Purpose Room, classrooms or the outdoor fields for activities when not used by the students.



## **School Construction Grant Process (C.G.S. Title 10, Chapter 173, Public School Building Projects)**

*Time- line delta from project conception to construction start for most projects is approximately 3 years as Priority List projects require Legislative Authorization of the School Construction Bill.*

*\*\*Roof replacement projects are approved by the Commissioner and do not require Legislative Authorization and therefore are generally 2 years from concept to construction.*


### **Estimated Milestone Events for Langford Roof Replacement**

1. *Facilities Committee – May 22, 2014*
2. *BOE Approves Educational Specifications – June 2, 2014*
3. *Project Referral to Mayor and Town Council – June 3, 2014*
4. *Voters Approve Bond Referendum - November 4, 2014*
5. *Town Council Resolutions Authorizes BOE to apply for State Grant - December 2014*
6. *BOE submits State Grant application - January 2015\*\**
7. *State Grant Commitment received – February 2015 \*\**
8. *BOE lets out RFQ for Architect – March 2015*
9. *BOE retains project Architect – April 2015*
10. *Preliminary meeting State OSF – May 2015*
11. *Environmental sampling and analysis – June 2015*
12. *Public Building Commission - preliminary design – July 2015*
13. *Complete Architectural Design Plans and Specifications: - October 2015*
14. *Regulatory Approvals of Plans*
  - *Meet with Public Building Commission – Final Plan Approval ED042: Oct 2015*
  - *Meet with Board of Education – Final Plan Approval ED042: Nov 2015*
  - *State Office of School Facilities, PCT Meeting: December 2015*
  - *Request for Final Plan Review [CGS 10-292(c) allows Local Plan review process]*
  - *Town Building Officials – Local Plan Review: January 2016*
  - *State Office of School Facilities issues Approval to Bid Construction: March 2016*
15. *Bid and Construction Phase*
  - *Bids for Construction: April 2016*
  - *Bids Approved by BOE: June 2016*
  - *Construction: July – Sept 2016*
16. *Grant Closeout Phase: October 2016 - March 2017*
  - *Financial Reconciliation & BOE Acceptance of Project Completion ED049F*
  - *State Grant Audit & Final Payment of 5% Retainage*

End of Report.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 28, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: Energy Performance Contracting and Financing Agreement

---

Attached are two resolutions. The first resolution authorizes the Mayor to enter into an agreement with Ameresco for an Energy Performance Contract to retrofit streetlights and procure needed emergency equipment.

The second resolution provides the funding source to pay for the Ameresco Contract by authorizing the Mayor to enter into an agreement with Bank of America.

Background information and answers to questions from the July 15, 2014 meeting are also included in this packet.

I am requesting these Resolutions be added to the August 5, 2014 Council Agenda for review and approval.

Thank you.

cc: M. Walsh, Director of Finance

## RESOLUTION CONCERNING AN ENERGY SAVINGS PERFORMANCE CONTRACT

**WHEREAS**, the Town of East Hartford, working through the Request for Proposal process, has selected Ameresco, Inc. to identify energy and maintenance savings opportunities related to streetlights and other fixtures in town, and

**WHEREAS**, Ameresco, Inc. and their engineers have identified approximately \$3.1 million of energy related facility improvement measures including streetlight fixtures that will generate approximately \$4.6 million of total budget savings over the life of contract and financing through direct energy savings, maintenance savings, and utility rebates, and

**WHEREAS**, the total budget savings generated under this energy savings performance contract with Ameresco, Inc. will allow the town to secure much needed Emergency Operations Plan capital improvements and through lease financing, to issue debt over a period of 11.3 years whereby the debt service will be paid completely by the savings generated under this contract, resulting in no net cost increase to the Town budget or East Hartford taxpayers.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into an Energy Savings Performance Contract with Ameresco, Inc. or its affiliates not to exceed \$3.1 million. The contract terms, payment schedule, and other details of the contract shall be mutually determined between the company and the Mayor, 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 August 5, 2014.

---

Angela Attenello, Clerk of the Town Council

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

**WHEREAS**, the Town of East Hartford intends to purchase various capital equipment under a Energy Savings Performance Contract with Ameresco, Inc. and/or its affiliates, and

**WHEREAS**, the cost of the various capital equipment is \$3.1 million; and

**WHEREAS**, the Town is expected to save through direct energy savings, maintenance savings, and utility rebates \$4.6 million in total over the next 11.3 years and will use those savings to pay principal and interest on the borrowing.

**THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into a lease purchase agreement and related documents with Bank of America and/or its affiliates in an amount not to exceed \$3.1 million. 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 August 5, 2014.

---


Angela Attenello, Clerk of the Town Council



## MEMORANDUM

DATE: July 25, 2014

TO: All Town Council Members

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Streetlights/Emergency Operations Capital Equipment/Energy Performance Contract Background, Additional Information, and Answers to Questions from July 15, 2014

---

By way of this memo, let me provide to you background, additional information, and answers to questions related to the June 15 presentation (pgs. 66-76) on the conversion of 5,000 high pressure sodium (HPS) streetlights to LED.

In the simplest terms, the energy and maintenance baseline savings of \$320,000 per year (\$64 per fixture) which is attributable to the conversion, not including a one-time incentive payment of \$451,562 from C L and P (\$90 per fixture), when coupled with an energy performance contract, becomes the financial vehicle chosen by the town as the funding source for the procurement of both the conversion and for much needed emergency operations capital equipment.

### Background

The impetus for this proposal was predominately driven by an examination of the Town's emergency response to Storm Alfred which occurred in October of 2011. On November 22, 2011, the Town Council examined the response and received presentations from the East Hartford Housing Authority, the BOE, and the Town.

Since that meeting, Storms Irene, Sandy, and Benedict further underscore the need for emergency operations contingency planning for this community.

### Additional Information

#### The Van Zelm Electrical Engineering Report

As a result of the November 22, 2011 meeting, the Town and Board of Education commissioned Van Zelm Engineering at a cost of \$11,000 to review standby power options for both the high school and middle school. The full copy of that report is attached (pgs. 6-34). With respect to the high school, I would direct your attention to page 12 (section B 1) whereby Van Zelm states "a supplemental or alternate supply of standby power that is highly reliable is recommended to be installed".

#### The Tri-Gen Plant at the High School

In 2005, approximately \$1 million was spent (approximately \$650,000 from insurance proceeds coupled with \$350,000 of town funding) and the Tri-Gen was procured from UTC Pure Power. Two pages (pgs. 35-36) of information on the Tri-Gen are attached. It should be noted that the primary purpose of the Tri-Gen is to more efficiently use power which would result in lower energy bills. While the Tri-Gen does provide the capability to generate power, it does not do it reliably enough to support an emergency shelter as was evidenced on two occasions in 2011. To that end, I would direct you to page 12 (section B 1) in the Van Zelm report which states:

*The Cogen system is relatively stable and provides the school with electric and thermal energy to offset utility purchase. It is capable to operate as a standby source of power, but inherently, it has complicated controls that are specifically designed for its operation in parallel with the utility. The reliability of this system to support the High School for prolonged periods of time is less than desirable.*

### FEMA Grant Application

I have attached (pg. 37) for your review an approved grant application submitted on November 2, 2012 to the Economic Development Administration for the procurement of standby generator power for the high school and the middle school based on the Van Zelm report. Due to limited financial resources available from the State and Federal governments, grant funding of this request has not been approved and is not expected to progress.

### Celtic Engineering

This Glastonbury firm has extensive experience in energy performance contracting on a local, regional, and national basis including private company and governmental experience. Celtic was hired via RFP at a cost of \$30,000 to assist the town in identifying the scope of the energy performance contract project, the appropriate technology for the retrofit of the streetlights, as well as assisting the town in selecting Ameresco. The Celtic recommendation letter which recommends Ameresco and the Cree fixture dated May 24, 2014 is attached (pg. 38).

### The Science Behind the Selection (why not the \$99 fixture?)

As part of the RFP, we worked with Celtic and Ameresco to understand the science behind the lighting of a roadway. The LED fixtures that were selected (Cree XSP) underwent independently certified laboratory testing using IES standards (Illuminating Engineering Society). More importantly, the fixtures that were selected were already DLC certified (DesignLights Consortium) meaning they met the standards accepted by C L and P to pay the Town \$451,562 of rebates (\$90 per fixture) based on their efficiency.

Other models and brands reviewed did not have the DLC certification or the IES laboratory testing supporting the science behind the conversion. The average cost of the fixture selected including installation and the 10-year warranty is \$379 (\$289 after rebate) and was procured via competitive RFP reflecting current market pricing.

Lighting spec sheets comparing the XSP fixture we selected vs. the XSP R forwarded as a question are attached (pgs. 52-65). In a nutshell, the \$99 XSP R is available only in higher volumes, does not include mark-up, delivery, labeling, and installation, it is less energy efficient, less robust, light from it cannot be directed, it is only available in 24 watts which is insufficient for our application, and it has a smaller footprint than the fixture we selected.

### Answers to Questions

#### Why did you use an energy performance contract?

As the Town Council may remember, if approved, this will be our third energy performance contract. In the prior two awards, \$12.1 million of energy related savings was identified and reprogrammed as debt service to borrow funds over 12 and 15 years respectively, to complete upgrades of plant and facilities using energy savings.

In this case, since the essence of an EPC is to identify a “financial horse” which creates the funds to “pull along” other needed projects that may have a longer, or in the case of EOC equipment, no payback, the streetlights served as the “horse” allowing the town to procure the generators.

#### Why is an escalation factor of 3% used in the projection of savings?

The simple answer to this question is inflation. In nearly every financial model compiled, we presume spending increases based on inflation. For instance, medical costs increase based on inflation, wages increase based on inflation, and even investment earnings have historically risen based on the indirect effects of inflation. It's an economic certainty that over time there will be inflation especially when exiting the economic slowdown experienced since 2008. For your reference, I have included (pgs. 39-40) the history of energy inflation from 1998 to 2012 (5.03% annualized). In this presentation we used escalation only on the O and M portion of the savings.

#### What is the warranty and life expectancy on the LED retrofitted fixtures?

Based on the demands of the RFP, the town requested and received a 10-year warranty on the LED light fixture. If during the first 10 years of operation any part of the fixture fails, it will be replaced and the fixture made

operational by the manufacturer. One deciding factor in the selection of Cree as the lighting manufacturer was the strength of the company which translates into a higher likelihood that the warranty will be honored.

With respect to the life expectancy of the fixture, 100,000 hours is what we reasonably believe to be the life expectancy compared to 25,000 hours for the existing high pressure sodium fixture. In years, we expect that the LED fixture will last for 25 years compared to just over 6 years for the existing HPS fixture. This longer life expectancy (four times the life expectancy) is the reason we expect savings from the operation and maintenance of the new fixtures. Until we convert to the LED lighting, \$877 per day is not being recaptured from electricity and operational savings. Warranty and life expectancy information can be found on pages 41-50.

Please also be reminded that the 5,000 HPS fixtures in place now have never been under warranty (they were bought by the Town in 2002) and are no longer being serviced by Sylvania as their contract expired earlier in 2014, so we are incurring ad hoc relamping costs until a vendor is selected.

#### What is the guarantee?

Based on the industrial grade audit of the components of this project, Ameresco, similar to Johnson Controls, guarantees that, exclusive of the inherent risk related to the procurement of energy, that there will be sufficient savings from the relamping of 5,000 HPS fixtures when replaced with 5,000 Cree LED fixtures to pay for the retrofit and provide enough cash to buy the emergency operations equipment. In our case, unadjusted for inflation, there is \$320,000 of annual savings that can be realized. Over 10 years, that's \$3.5 million of savings.

#### If the contract is approved, what will the annual budget look like compared to today?

Using an Excel spreadsheet attached (pg. 5), I have provided a forward look at the annual budget for the next 10 years so the reader can understand in visual terms the impact of trading electric costs for debt service.

#### Summary/Next Steps

I have attached three project options for the Council to consider (pgs. 1-4). Each option is presented in two formats. Format one is without any energy inflation escalation and the second format is with 3% energy inflation escalation on the O and M portion only.

Reviewing both formats will allow the reader to understand both the absolute lowest amount of savings available to East Hartford and the most likely savings available to East Hartford over the life of the financing.

With these new options, please understand that we have removed the replacement of the decorative street light poles on Main Street in order to reduce the life of the financing consistent with the direction provided by Council.

The options are as follows:

Option A – Streetlights, Community Center Lighting, Exterior Lighting Upgrades

Option B – Option A plus all emergency generators (EHHS sized at 350 kw vs. 500kw)

Option C – Option B minus the high school generator

In closing, by retrofitting all our streetlight inventory with LEDs and using the savings to procure otherwise unaffordable emergency equipment to take care of the medically fragile and those who are financially unable to procure their own stand-alone emergency generator equipment, East Hartford stands alone in the State by providing for its residents in an emergency situation without raising taxes by using a progressive and innovative financial instrument to solve a complex problem.

On behalf of Mayor Leclerc, we respectfully request that Option B be approved by the Town Council. Should you have any questions or problems on the aforementioned, please feel free to contact me.

cc: Marcia A. Leclerc, Mayor  
Scott Sansom, Police Chief

Tim Bockus, Public Works Director

John Oates, Fire Chief

# Summary of Options

ECM #	ECM Description	Option A	Option B	Option C
1	Street Lighting Upgrades	\$ 1,893,507	\$ 1,893,507	\$ 1,893,507
3	Community Center Lighting Upgrades	\$ 37,526	\$ 37,526	\$ 37,526
4	High School Emergency Generator - 350kW with MTS		\$ 318,667	
5	Middle School Emergency Generator		\$ 303,118	\$ 303,118
6	Sunset Ridge/Hockanum Elementary Emergency Generator		\$ 268,472	\$ 268,472
7	Housing Authority Community Center Emergency Generator		\$ 99,275	\$ 99,275
8	Exterior Lighting Upgrades	\$ 109,835	\$ 109,835	\$ 109,835
<b>Totals</b>		<b>\$ 2,040,868</b>	<b>\$ 3,030,400</b>	<b>\$ 2,711,733</b>



# Option A

ECM#	ECM Description	Option A
1	Street Lighting Upgrades	\$1,893,507
3	Community Center Lighting Upgrades	\$ 37,526
8	Exterior Lighting Upgrades	\$ 109,835
<b>Totals</b>		<b>\$2,040,868</b>

Year	No Escalation						Escalation of O&M Only					
	Energy Savings	O&M Savings	Incentives	O&M Payments	BofA Payments	Net Cash Flow	Energy Savings	O&M Savings	Incentive \$	O&M Payments	BofA Payments	Net Cash Flow
1	\$ 197,673	\$ 120,000	\$ 451,562	\$ (61,125)	\$ (708,110)	\$ -	\$ 197,673	\$ 123,600	\$451,562	\$ (61,125)	\$ (711,710)	\$ -
2	\$ 197,673	\$ 120,000		\$ (62,959)	\$ (254,714)	\$ -	\$ 197,673	\$ 127,308		\$ (62,959)	\$ (262,022)	\$ -
3	\$ 197,673	\$ 120,000		\$ (64,848)	\$ (252,825)	\$ -	\$ 197,673	\$ 131,127		\$ (64,848)	\$ (263,953)	\$ -
4	\$ 197,673	\$ 120,000		\$ (66,793)	\$ (250,880)	\$ -	\$ 197,673	\$ 135,061		\$ (66,793)	\$ (265,941)	\$ -
5	\$ 197,673	\$ 120,000		\$ (68,797)	\$ (248,876)	\$ -	\$ 197,673	\$ 139,113		\$ (68,797)	\$ (267,989)	\$ -
6	\$ 197,673	\$ 120,000		\$ (70,861)	\$ (246,812)	\$ -	\$ 197,673	\$ 143,286		\$ (70,861)	\$ (270,099)	\$ -
7	\$ 197,673	\$ 120,000		\$ (72,986)	\$ (223,997)	\$ 20,689	\$ 197,673	\$ 147,585		\$ (72,986)	\$ (139,946)	\$ 132,326
<b>Totals</b>	<b>\$ 1,383,710</b>	<b>\$ 840,000</b>	<b>\$ 451,562</b>	<b>\$ (463,368)</b>	<b>\$(2,186,215)</b>	<b>\$ 20,689</b>	<b>\$1,383,710</b>	<b>\$ 947,080</b>	<b>\$451,562</b>	<b>\$ (463,368)</b>	<b>\$(2,181,659)</b>	<b>\$ 132,326</b>

2,675,272

2,654,583

2,782,352

2,650,027

2.12%

7 years

2.12%

6.6 years

2

# Option B

ECM #	ECM Description	Option B
1	Street Lighting Upgrades	\$1,893,507
3	Community Center Lighting Upgrades	\$ 37,526
4	High School Emergency Generator - 350kW with MTS	\$ 318,667
5	Middle School Emergency Generator	\$ 303,118
6	Sunset Ridge/Hockanum Elementary Emergency Generator	\$ 268,472
7	Housing Authority Community Center Emergency Generator	\$ 99,275
8	Exterior Lighting Upgrades	\$ 109,835
<b>Totals</b>		<b>\$3,030,400</b>

Year	No Escalation						Escalation of O&M Only					
	Energy Savings	O&M Savings	Incentives	O&M Payments	BofA Payments	Net Cash Flow	Energy Savings	O&M Savings	Incentives	O&M Payments	BofA Payments	Net Cash Flow
1	\$ 197,673	\$ 120,000	\$ 451,562	\$ (61,125)	\$ (708,110)	\$ -	\$ 197,673	\$ 123,600	\$ 451,562	\$ (61,125)	\$ (711,710)	\$ -
2	\$ 197,673	\$ 120,000		\$ (62,959)	\$ (254,714)	\$ -	\$ 197,673	\$ 127,308		\$ (62,959)	\$ (262,022)	\$ -
3	\$ 197,673	\$ 120,000		\$ (64,848)	\$ (252,825)	\$ -	\$ 197,673	\$ 131,127		\$ (64,848)	\$ (263,953)	\$ -
4	\$ 197,673	\$ 120,000		\$ (66,793)	\$ (250,880)	\$ -	\$ 197,673	\$ 135,061		\$ (66,793)	\$ (265,941)	\$ -
5	\$ 197,673	\$ 120,000		\$ (68,797)	\$ (248,876)	\$ -	\$ 197,673	\$ 139,113		\$ (68,797)	\$ (267,989)	\$ -
6	\$ 197,673	\$ 120,000		\$ (70,861)	\$ (246,812)	\$ -	\$ 197,673	\$ 143,286		\$ (70,861)	\$ (270,099)	\$ -
7	\$ 197,673	\$ 120,000		\$ (72,986)	\$ (244,686)	\$ -	\$ 197,673	\$ 147,585		\$ (72,986)	\$ (272,271)	\$ -
8	\$ 197,673	\$ 120,000		\$ (75,176)	\$ (242,497)	\$ -	\$ 197,673	\$ 152,012		\$ (75,176)	\$ (274,509)	\$ -
9	\$ 197,673	\$ 120,000		\$ (77,431)	\$ (240,242)	\$ -	\$ 197,673	\$ 156,573		\$ (77,431)	\$ (276,814)	\$ -
10	\$ 197,673	\$ 120,000		\$ (79,754)	\$ (237,919)	\$ -	\$ 197,673	\$ 161,270		\$ (79,754)	\$ (279,189)	\$ -
11	\$ 197,673	\$ 120,000		\$ (82,147)	\$ (235,526)	\$ -	\$ 197,673	\$ 166,108		\$ (82,147)	\$ (281,634)	\$ -
12	\$ 197,673	\$ 120,000		\$ (84,611)	\$ (233,062)	\$ -	\$ 197,673	\$ 171,091		\$ (84,611)	\$ (284,189)	\$ 212,660
13	\$ 197,673	\$ 120,000		\$ (87,150)	\$ (230,589)	\$ 93,360						
<b>Totals</b>	<b>\$ 2,569,747</b>	<b>\$ 1,560,000</b>	<b>\$ 451,562</b>	<b>\$ (954,637)</b>	<b>\$ (3,533,312)</b>	<b>\$ 93,360</b>	<b>\$ 2,372,074</b>	<b>\$ 1,754,135</b>	<b>\$ 451,562</b>	<b>\$ (867,488)</b>	<b>\$ (3,497,624)</b>	<b>\$ 212,660</b>

4,581,309

4,487,949

4,577,771

4,365,112

2.7%

2.7%

12.7 years

11.3 years

(W)

# Option C

ECM #	ECM Description	Option C
1	Street Lighting Upgrades	\$1,893,507
3	Community Center Lighting Upgrades	\$ 37,526
5	Middle School Emergency Generator	\$ 303,118
6	Sunset Ridge/Hockanum Elementary Emergency Generator	\$ 268,472
7	Housing Authority Community Center Emergency Generator	\$ 99,275
8	Exterior Lighting Upgrades	\$ 109,835
<b>Totals</b>		<b>\$2,711,733</b>

Year	No Escalation						Escalation of O&M Only					
	Energy Savings	O&M Savings	Incentives	O&M Payments	BofA Payments	Net Cash Flow	Energy Savings	O&M Savings	Incentive \$	O&M Payments	BofA Payments	Net Cash Flow
1	\$ 197,673	\$ 120,000	\$ 451,562	\$ (61,125)	\$ (708,110)	\$ -	\$ 197,673	\$ 123,600	\$451,562	\$ (61,125)	\$ (711,710)	\$ -
2	\$ 197,673	\$ 120,000		\$ (62,959)	\$ (254,714)	\$ -	\$ 197,673	\$ 127,308		\$ (62,959)	\$ (262,022)	\$ -
3	\$ 197,673	\$ 120,000		\$ (64,849)	\$ (252,825)	\$ -	\$ 197,673	\$ 131,127		\$ (64,849)	\$ (263,953)	\$ -
4	\$ 197,673	\$ 120,000		\$ (66,793)	\$ (250,880)	\$ -	\$ 197,673	\$ 135,061		\$ (66,793)	\$ (265,941)	\$ -
5	\$ 197,673	\$ 120,000		\$ (68,797)	\$ (248,876)	\$ -	\$ 197,673	\$ 139,113		\$ (68,797)	\$ (267,989)	\$ -
6	\$ 197,673	\$ 120,000		\$ (70,861)	\$ (246,812)	\$ -	\$ 197,673	\$ 143,286		\$ (70,861)	\$ (270,099)	\$ -
7	\$ 197,673	\$ 120,000		\$ (72,986)	\$ (244,686)	\$ -	\$ 197,673	\$ 147,585		\$ (72,986)	\$ (272,271)	\$ -
8	\$ 197,673	\$ 120,000		\$ (75,176)	\$ (242,497)	\$ -	\$ 197,673	\$ 152,012		\$ (75,176)	\$ (274,509)	\$ -
9	\$ 197,673	\$ 120,000		\$ (77,431)	\$ (240,242)	\$ -	\$ 197,673	\$ 156,573		\$ (77,431)	\$ (276,814)	\$ -
10	\$ 197,673	\$ 120,000		\$ (79,754)	\$ (237,919)	\$ -	\$ 197,673	\$ 161,270		\$ (79,754)	\$ (181,978)	\$ 97,211
11	\$ 197,673	\$ 120,000		\$ (82,147)	\$ (140,139)	\$ 95,387						
<b>Totals</b>	<b>\$ 2,174,402</b>	<b>\$ 1,320,000</b>	<b>\$ 451,562</b>	<b>\$ (782,877)</b>	<b>\$(3,067,700)</b>	<b>\$ 95,387</b>	<b>\$ 1,976,729</b>	<b>\$ 1,416,935</b>	<b>\$ 451,562</b>	<b>\$ (700,730)</b>	<b>\$(3,047,285)</b>	<b>\$ 97,211</b>

3,945,964

3,850,577

3,845,226

3,748,015

2.55%

2.55%

10.7 years

9.7 years

F

The Town of East Hartford  
 Streetlight Retrofit Budget Analysis  
 Prepared on July 25, 2014

If we do nothing...

Account	Year 1 FY 16	Year 2 FY 17	Year 3 FY 18	Year 4 FY 19	Year 5 FY 20	Year 6 FY 21	Year 7 FY 22	Year 8 FY 23	Year 9 FY 24	Year 10 FY 25	Totals
Streelight Electricity	338,000	338,000	338,000	338,000	338,000	338,000	338,000	338,000	338,000	338,000	3,380,000
Streetlight Maintenance	198,000	203,940	210,058	216,360	222,851	229,536	236,422	243,515	250,820	258,345	2,269,848
Debt Service - EPC Lease	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>536,000</b>	<b>541,940</b>	<b>548,058</b>	<b>554,360</b>	<b>560,851</b>	<b>567,536</b>	<b>574,422</b>	<b>581,515</b>	<b>588,820</b>	<b>596,345</b>	<b>5,649,848</b>

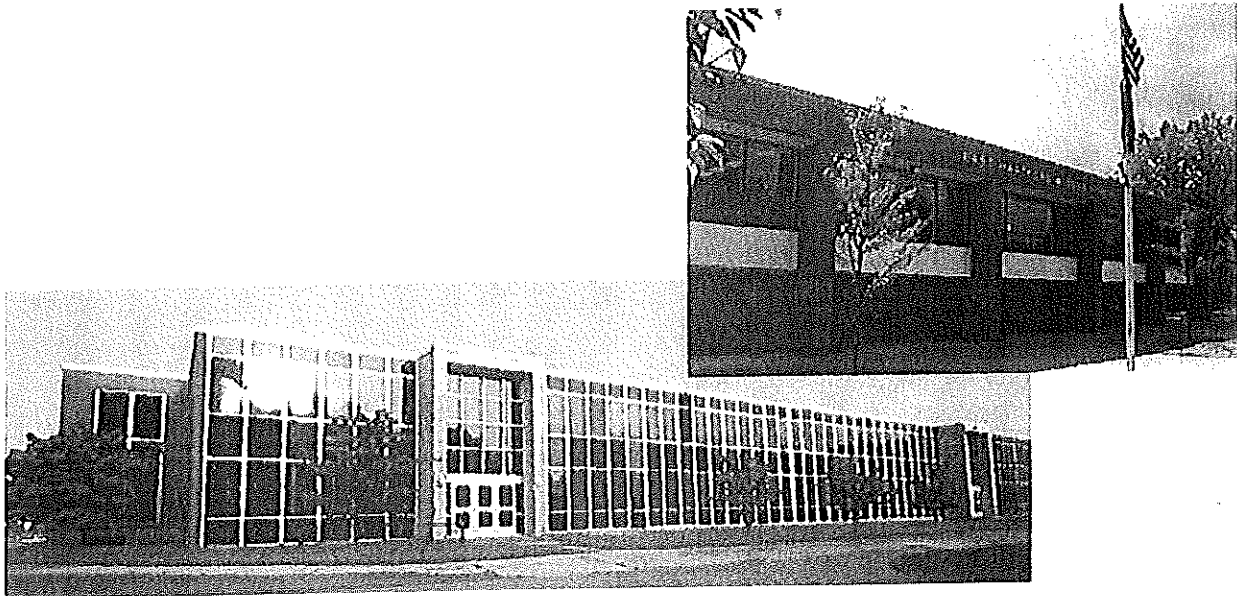
If we approve the EPC... (Option B)

Account	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Totals
Streelight Electricity	140,327	140,327	140,327	140,327	140,327	140,327	140,327	140,327	140,327	140,327	1,403,270
Streetlight Maintenance	78,000	83,940	90,058	96,360	102,851	109,536	116,422	123,515	130,820	138,345	1,069,848
Debt Service - EPC Lease	256,548	254,714	252,825	250,880	248,876	246,812	244,686	244,686	242,497	240,242	2,482,766
<b>Totals</b>	<b>474,875</b>	<b>478,981</b>	<b>483,210</b>	<b>487,567</b>	<b>492,054</b>	<b>496,675</b>	<b>501,435</b>	<b>508,528</b>	<b>513,644</b>	<b>518,914</b>	<b>4,955,884</b>

Electricity Savings %											58%
O and M Savings %											53%
<b>Savings (positive cash flow)</b>	<b>61,125</b>	<b>62,959</b>	<b>64,848</b>	<b>66,793</b>	<b>68,797</b>	<b>70,861</b>	<b>72,987</b>	<b>72,987</b>	<b>75,176</b>	<b>77,431</b>	<b>693,964</b>

# Town of East Hartford

## East Hartford Middle School East Hartford High School



# Standby Power Options

Final Report  
June 8, 2012  
(Updated August 13, 2012)

van Zelm #2012017.00

**VANZELM**  
ENGINEERS  
VAN ZELM HEYWOOD & SHADFORD, INC.

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APPENDICES:

- Appendix A: Representative Equipment Information
- Appendix B: Images
- Appendix C: Project Cost Summary

## I. EAST HARTFORD MIDDLE SCHOOL

### A. Overview

The Town of East Hartford is considering using the Middle School, located on Burnside Ave., as an alternate place of refuge. This alternate location would be used in the event that the High School, which is the Town's primary place of refuge, is unavailable. This is of particular concern when, after recent prolonged outages, the High School Standby Power Systems were not able to be maintained in operation.

Evaluation of the necessary capacity, type of standby power source, location, and method of interconnection are discussed in this report.

### B. Existing Standby Systems

Currently, the Middle School has a small generator located outside that was originally supplied power to kitchen refrigeration equipment. This generator was found to be not operational and loads disconnected, but has since been restored to operation.

The original building included a backup generator, located in a dedicated room adjacent to the main switchgear. This system is understood to not be operational, but this needs to be verified.

### C. Standby Load

In the event that the Middle School will be used, the following operations will be required:

1. Space to house large group(s) of people for prolonged periods of time.
2. Space to accommodate sleeping arrangements.
3. Food service and cooking operations.
4. Kitchen hood operation.
5. Ventilation and heating for areas to be used.
6. Lighting in and between areas being used.
7. Lighting on site for access and egress of building.

The chart below outlines the estimated demand load to provide electrical power to serve the above.

*East Hartford Middle School  
Summary of Loads for Generator*

Building Area	Estimated Load (KVA)
<i>Cafeteria</i>	42.5
<i>Kitchen</i>	212.5
<i>Boiler Plant / DHW</i>	130
<i>Main &amp; Aux Gymnasium</i>	52.5
<i>Locker Rooms</i>	52.5
<i>Outside Lighting</i>	10
Total (KVA)	500
Total (KW)	400
With Diversity (75%)	300

**D. Recommendations**

Ideally, it is recommended that the following be installed at the Middle School:

1. A highly reliable standby power source, sized for the full demand of the standby load.
2. On-site fuel supply.
3. Automatic load transfer to designated Standby Loads.
4. System installation meeting best practices and following NFPA-110 criteria for a Level 1 installation.

Funding and/or further considerations by the Town will likely limit the actual installation arrangement selected moving forward. The following are options that are being reasonably considered:

1. Whole Building load transfer with manual load shedding to protect against generator overload.
2. Reduced generator size.
3. Manual transfer of building/load over to generator source.
4. Partial compliance with NFPA-110 Level 1 Criteria.

**NFPA-110:**

This is the recognized standard for installation of Emergency and Standby Generator Systems. Separate Criteria has been established for different levels of system reliability. Level 1 is the most reliable configuration. Certain aspects of the existing building and electrical infrastructure make full compliance unrealistic without significant cost. It is most practical to adhere to the Level 1 criteria where possible.

**Recommended Options:**

The following pages outline the existing building arrangement, the configuration of the existing service and main distribution and three options for installation of a Standby Power System. Cost Estimates are included for each option.



Option #1:

- Installation of a permanent diesel fired generator with capacity to carry the full expected load of the middle school when being used as a place of refuge.
- Fuel capacity for the generator to operate for 5+ days provided in a sub-base tank under the generator.
- Existing loads would not be separated, but instead a transfer switch would be installed so that the entire building's electrical distribution could be fed from the generator.
- The generator would not have sufficient capacity to carry the entire building, so a system of manual load shedding would be necessary in order to reliably provide power to the critical loads without overloading the generator.
- The advantage of this option is the ability to select any load to be powered from the generator. This flexibility may be desirable. However, this comes with the drawback of needing to manually shed loads by opening distribution circuit breakers before starting the generator and transferring the critical loads.

Option #2:

- Installation of a permanent diesel fired generator with capacity to carry the full expected load of the middle school when it would be used as a place of refuge.
- Fuel capacity for the generator to operate for 5+ days provided in a sub-base tank under the generator.
- Separation of those building loads that are essential to maintain operations and relocating them, fed from a new Standby Power switchboard.
- Power to this new switchboard would automatically be fed from the generator in the event of a power outage.
- This option has the advantage of operating automatically without staff involvement. The drawback is that only the loads that were selected to be put on the new switchboard could be energized from generator power.

Option #3:

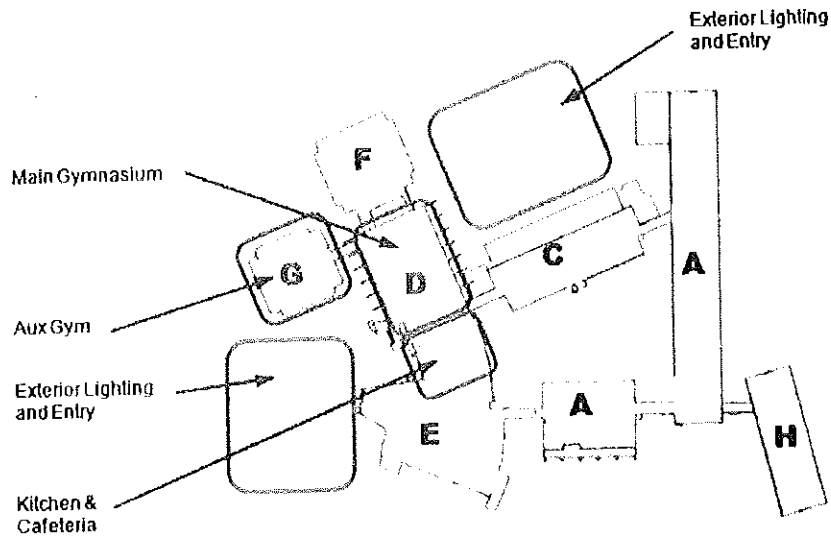
- The critical loads in the Middle School would be served from a portable generator which would be relocated to the School in the event that it is needed.
- Provisions similar to that described in Option #2 to isolate critical loads would be installed to minimize the work required to set up and place the portable generator in operation. A new switchboard and transfer would be part of that system.
- Provisions for quickly connecting the generator output to the building distribution would be provided through a specialized generator connection cabinet. Similarly, provisions for interconnecting control wiring to remotely monitor the system would be available.
- The portable generator would have limited fuel storage capacity. A separate, above ground fuel tank would be installed next to the generator pad to provide 5+ days of capacity.
- It has been initially proposed that the High School and Middle School could share one generator, with it being stored at the High School, connected and set up for automatic operation. See below.

Estimates of Probable Construction Cost:

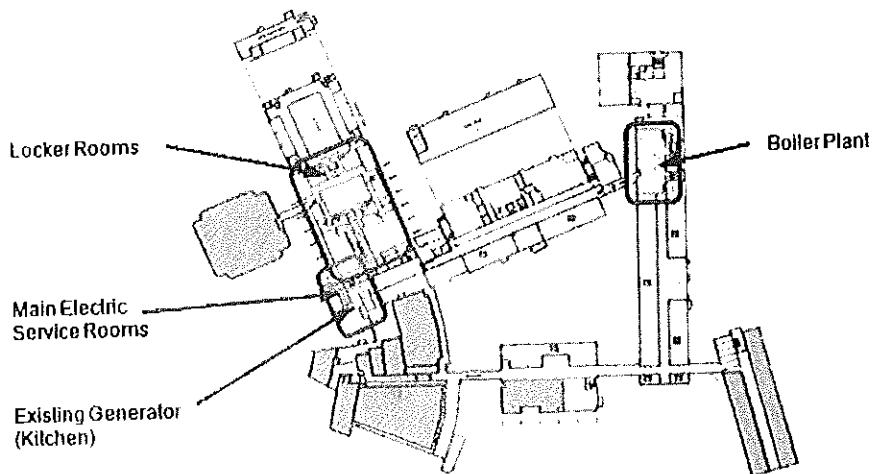
A table summarizing probable Construction and Project Cost for each of the recommended options is provided as the end of this report for both the Middle School and High School.

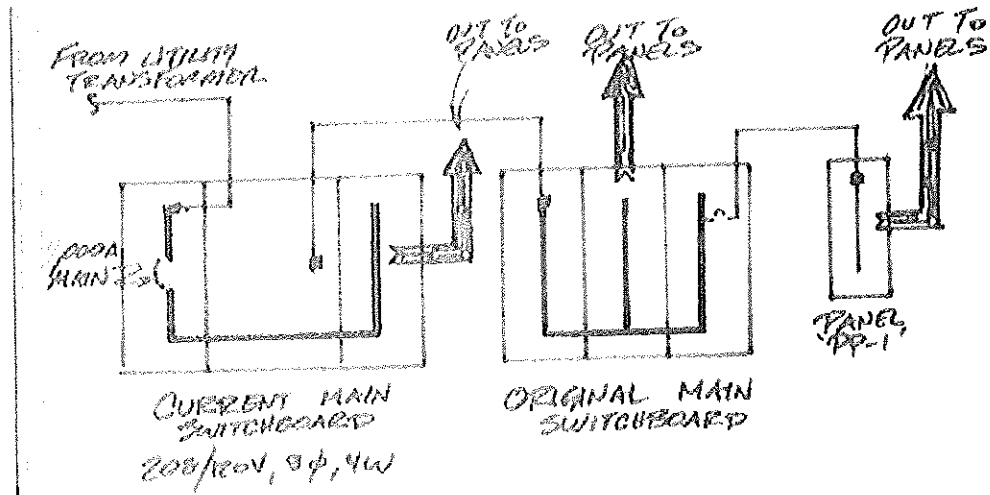
E. Diagrams and Layouts

*Overall Building Key Plan*

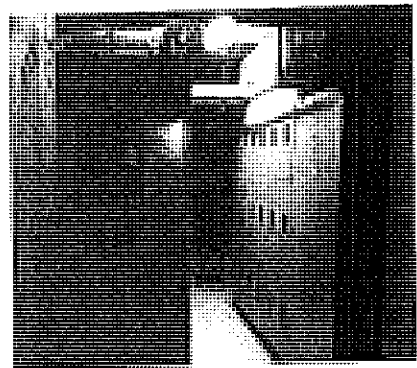
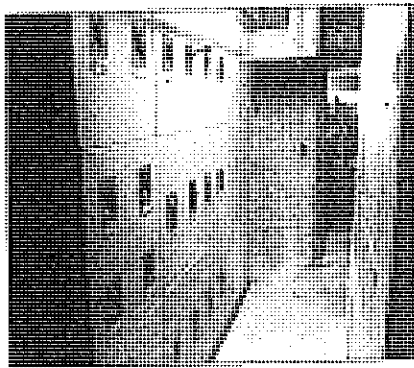


*Basement Level Key Plan*



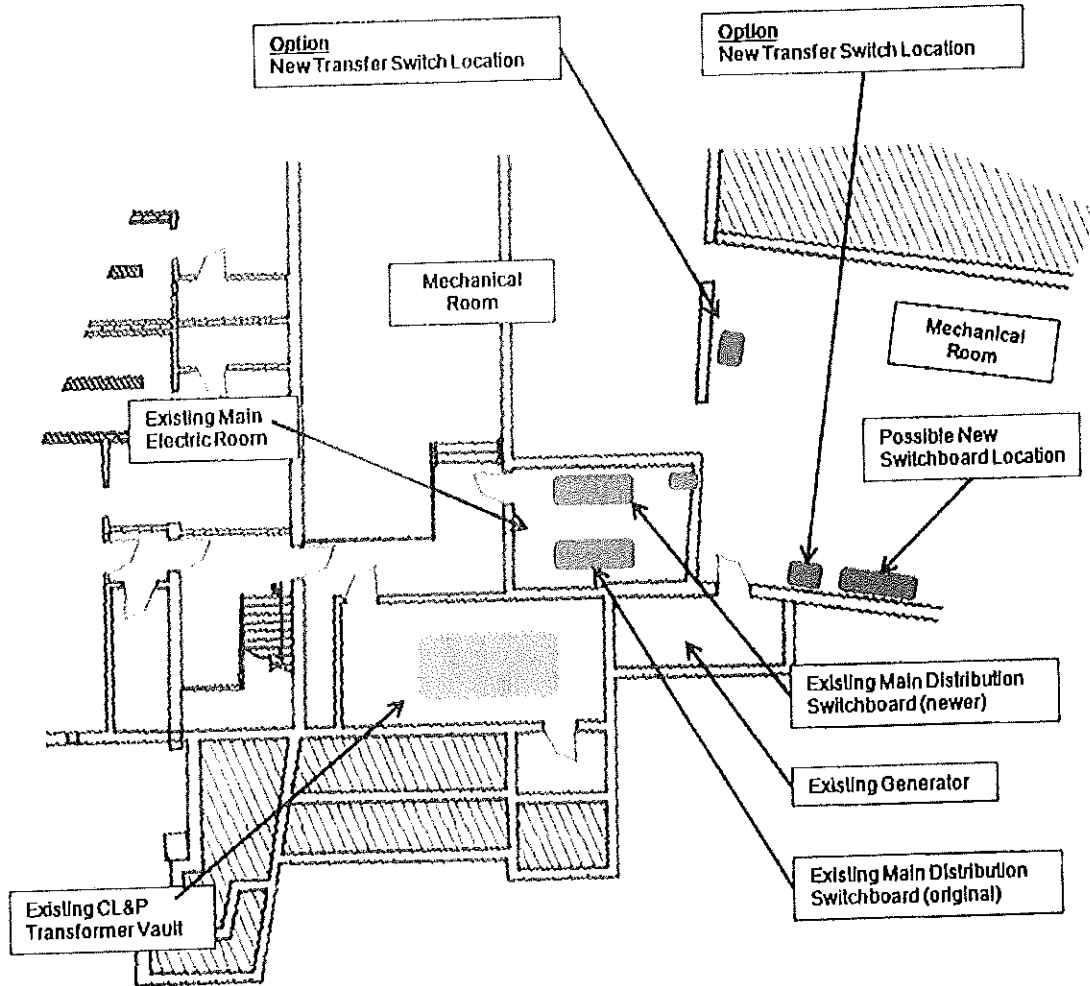


*Existing Main Distribution Layout*

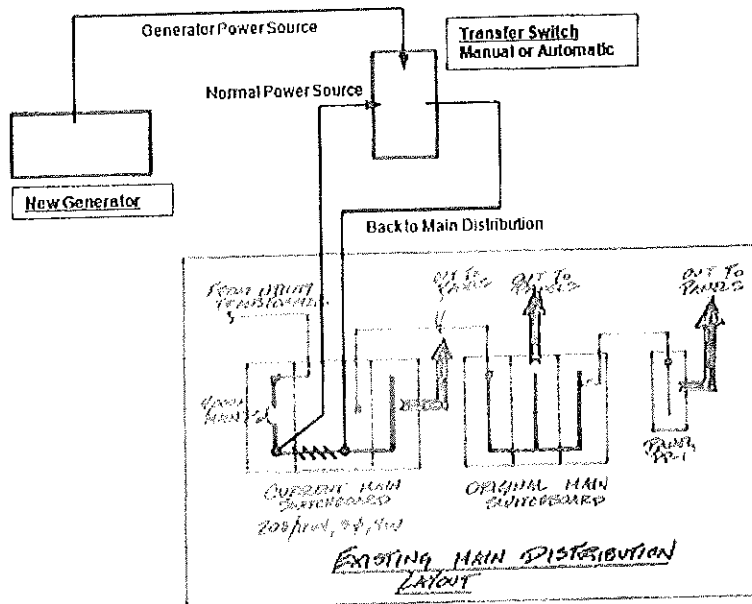


*Images - Existing Main Electric Room*

*Existing Main Electric Room  
Basement Level*



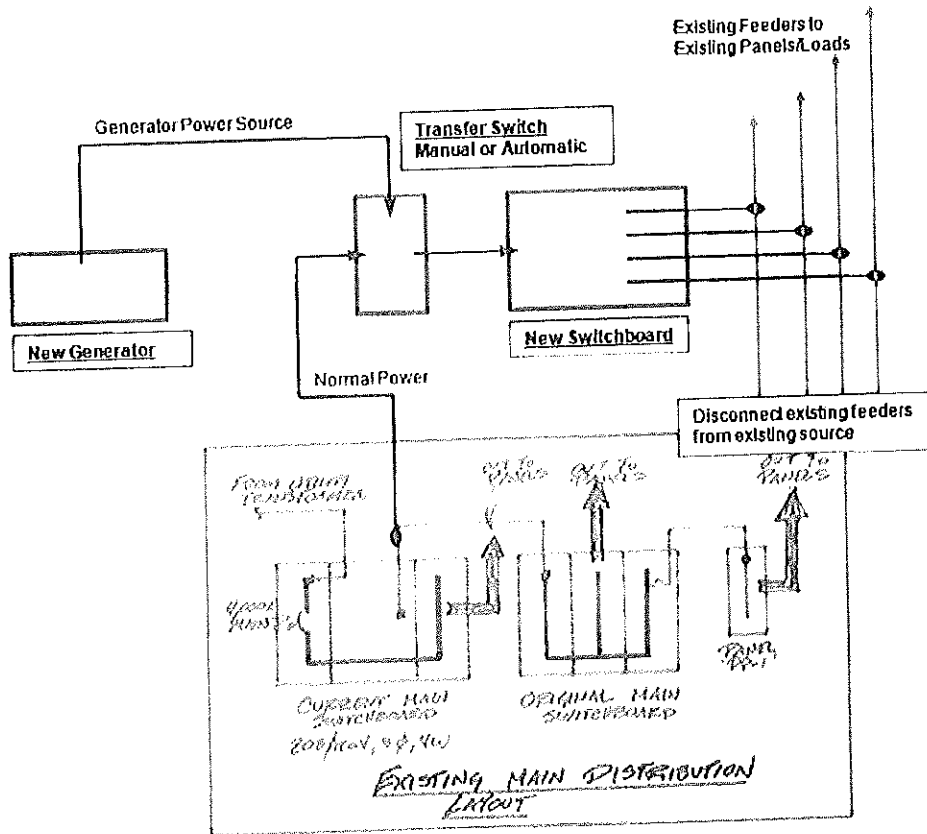
**F. Option #1: Whole Building Transfer Switch**



Notes:

- Entire Building Load flows through new Transfer Switch at ALL times.
- Transfer Switch:
  - Size to match Service Main (4,000 Amps) – Not practical
  - Size for Build Demand +/- 2,000 amps - Recommended
- Main C/B trip settings adjusted down to 2,000 A maximum
- Tap main Switch and Switchboard Bus to place Transfer Switch in front of building distribution and after Utility Metering.
- Automatic vs. Manual Operation:
  - Automatic:
    - Automatic Load Shedding (Expensive)
    - Manual Load Shedding (May overload generator on transfer)
  - Manual:
    - Manually load shed before starting and transfer to Generator - Recommended

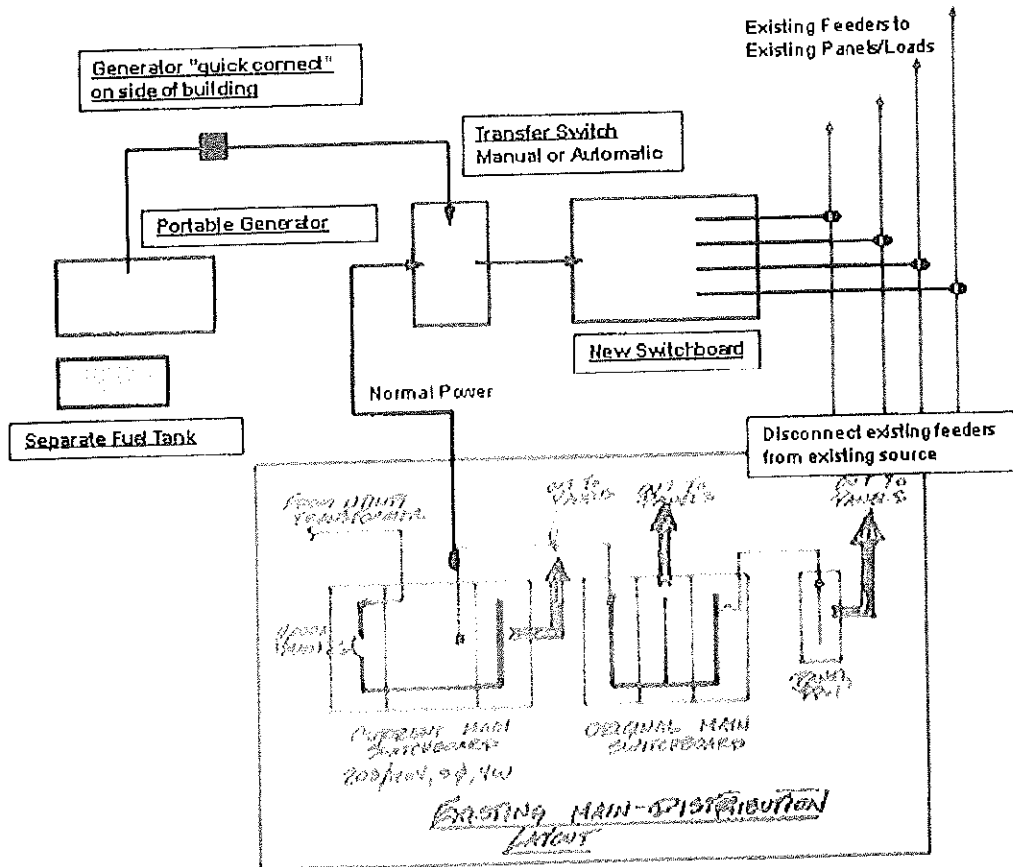
**G. Option #2: Separate Distribution Switchboard**



**Notes:**

- Only those loads that are on the new generator distribution switchboard go through transfer switch.
- Transfer Switch:
  - Sized only for load on New Switchboard
- Minimal impact on existing switchboards
- Automatic vs. Manual Operation:
  - Automatic:
    - Load shedding not required
    - Automatic Recommended
- Limited to serving only those loads selected to go on New Switchboard

**H. Option #3: Roll-Up Portable Generator**

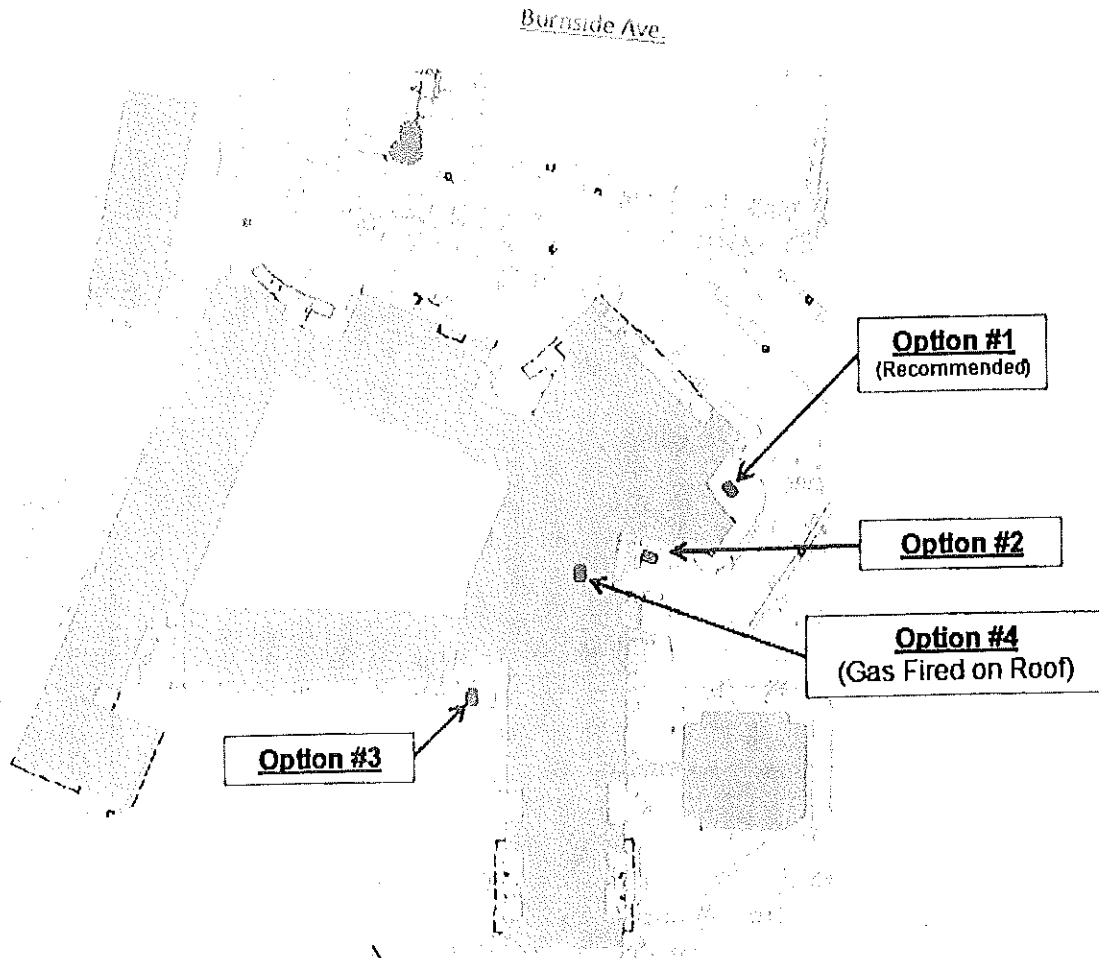


**Notes:**

- Similar to Option #2
- Provisions in place for portable generator to be "rolled-up" and connected for use.
- Separate fuel tank in place at Middle School to provide larger fuel supply.
- Portable generator sized to accommodate larger demand at High School, so feeders and equipment sizes upgraded slightly over Option #2.

I. Options for Locating New Generator

*Site Plant*

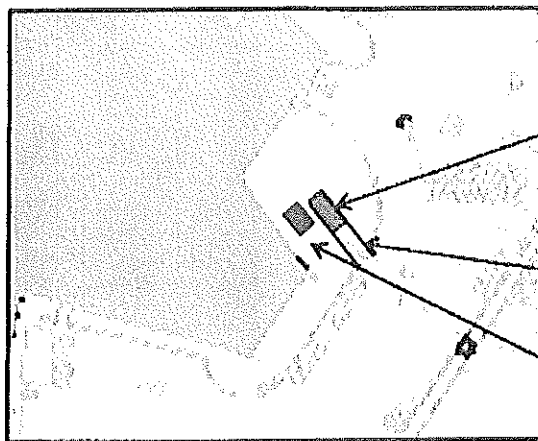
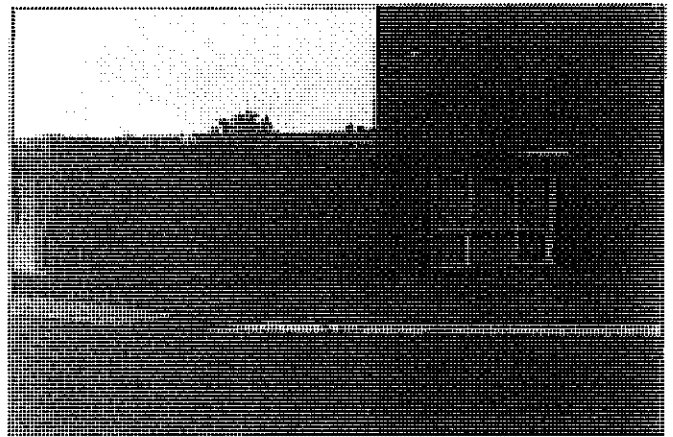
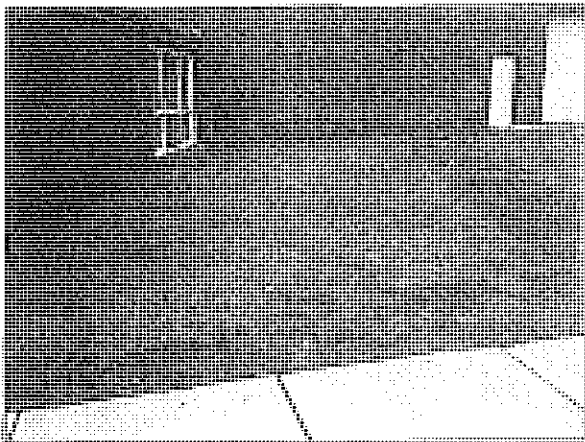


Notes:

- Options #2, 3 and 4 explored but determined to not be practical due to significantly higher costs or impractical site conditions.
- Option #1 has adequate space for both a generator and, if the portable unit options is implemented, a fuel tank.
- See pictures on next page.



*Pictures at Recommended Generator Location*



**Generator on Trailer**

**Concrete Pad**  
Extended with curb cut at  
driveway

**Fuel Tank)**

## II. EAST HARTFORD HIGH SCHOOL

### A. Overview

East Hartford High School is currently the designated shelter location in the event of a crisis. The High School currently has a small generator which provides limited back-up power to kitchen refrigeration. A cogeneration system was recently installed which provides electric and thermal output, fueled by natural gas.

The cogeneration system was installed so that it can operate either in parallel with the electric utility or in an Island mode when the electric service to the building is not available. Interlocks prevent this system from back-feeding power onto the utility grid and for transitioning between parallel and island mode operation.

The cogen plant is reasonably reliable, but is ideally operated under a constant or stepped load condition. Significant controls and safeties are in place to enable the system to synchronize and operate in parallel with the utility supply.

Placing the system into Island mode requires operation (opening) of the building service main circuit breaker, removing an interlock key, and using this key to enable the system to operate without the utility supply being available.

During one recent outage, the main service breaker failed to operate properly due to age and deterioration of internal parts. This left the school in a dangerous condition that required temporary measures to allow the school to operate after restoration of utility power. During a second recent outage, the cogen output capacity was exceeded and the system shut down per its operating protocols. Intermittent control actions resulted in further shut downs and manual intervention to bring power back on.

### B. Observations & Recommendations

This study was charged with reviewing the operation of the existing standby systems at the high school and evaluating them in terms of reliability, capacity, and improved operation.

1. The Cogen system is relatively stable and provides the school with electric and thermal energy to offset utility purchase. It is capable to operate as a standby source of power, but inherently, it has complicated controls that are specifically designed for its operation in parallel with the utility. The reliability of this system to support the High School for prolonged period of time is less than recommended.

*A supplemental or alternate supply of standby power that is highly reliable is recommended to be installed.*

2. Currently the cogen standby source does not automatically shift to the Island mode, so staff intervention is required to enable this operation. It is not feasible to modify the cogen system operation for automatic operation. Also, this would likely not be allowed by the utility.

*An automatic transfer to standby power is recommended for reliability and reduced need for supervision/monitoring by staff.*

3. Currently, load shedding to manage loads and avoid exceeding the system capacity is done manually. Unexpected loads coming online in the past has resulted in shut down. Kitchen operations that are a significant load are desired, and this capacity is not available from the existing system.

*Greater capacity is recommended for the High School's standby power system. Based on historical information, recent load tests, and estimations, a 350KW system seems appropriate. This is 100 KW greater than the existing capacity. Monitoring of actual usage will still be necessary, but after initially disconnecting some major loads, it is unlikely that further efforts would be significant.*

### C. Recommended Options

It is not practical to add a second source of standby power to operate in parallel with the cogen system. This would be very complicated to implement, requiring synchronization, switchgear, and permitting with the utility that is to feed power to the same distribution bus.

Separating the building's electrical distribution so that the generator and cogen fed discrete sections of the building would be very costly and is not practical to consider.

Two options are outlined below:

#### Option #1:

- Installation of a permanent diesel fired generator with increased capacity - 350 KW.
- Fuel for the generator to operate for lengthy periods of time may be supplied from the existing buried fuel tanks serving the school's boiler plant. This arrangement is not permitted for generators with belly tank that are classified for "Emergency - Life Safety" duty. This installation would be classified as a standby system and this restriction would not apply.
- Interface with the existing electrical distribution would be through a transfer switch, allowing either the generator or cogen system to feed power to the building. Since the two systems would never be operating at the same time, this looks to be a fairly simple interface to install.
- This option allows for automatic availability of standby power to the school, independent of the operational status of the cogen system. The current manual system of shedding loads would still be required, but is mitigated as mentioned above.

#### Option #2:

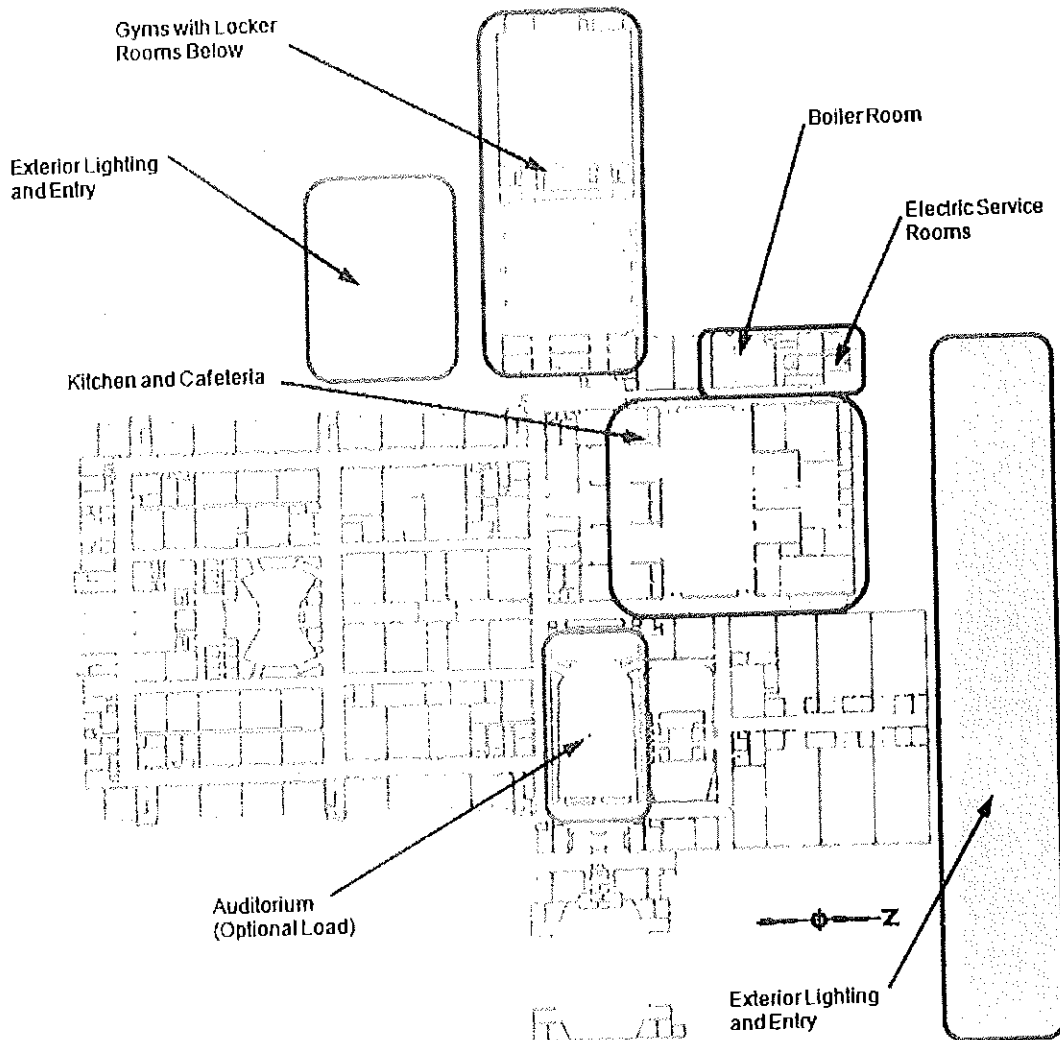
- Refer to Option #3 under the Middle School Section of this report for additional discussion.
- A portable generator would be used to serve either the High School or Middle School.
- It is proposed that this trailer-mounted unit be maintained at the High School and installed for automatic duty in the same manner as described under Option #1.
- A disconnection system for the power, control and fuel lines would permit the generator to be transported to another location without significant effort.
- Since the building power distribution at the High School is 480V and the Middle School 208V, the portable generator will need to be configured to be switchable and output at either of these voltages.

Estimates of Probable Construction Cost

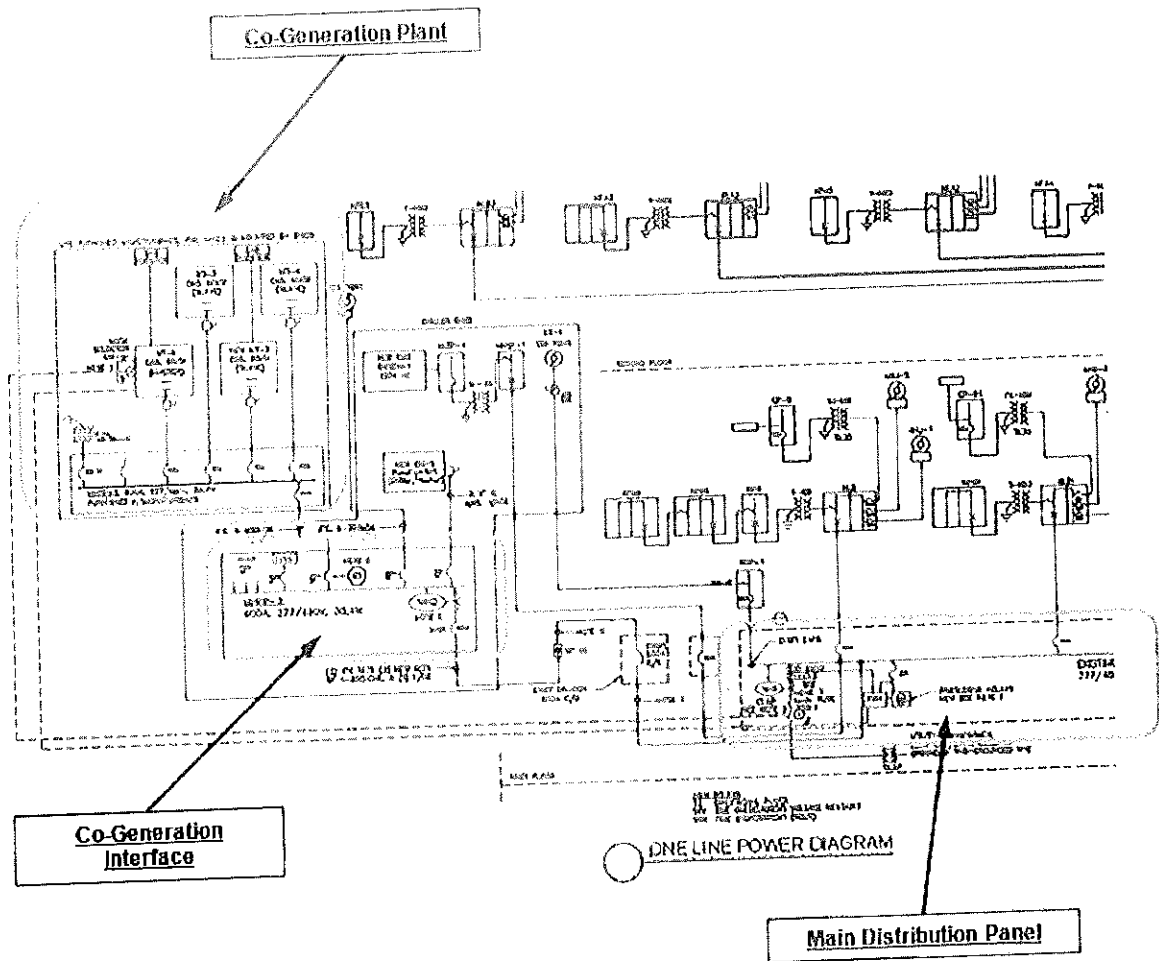
A table summarizing probable Construction and Project Cost for each of the recommended options is provided as the end of this report for both the Middle School and High School.

D. Key Plans/Layouts

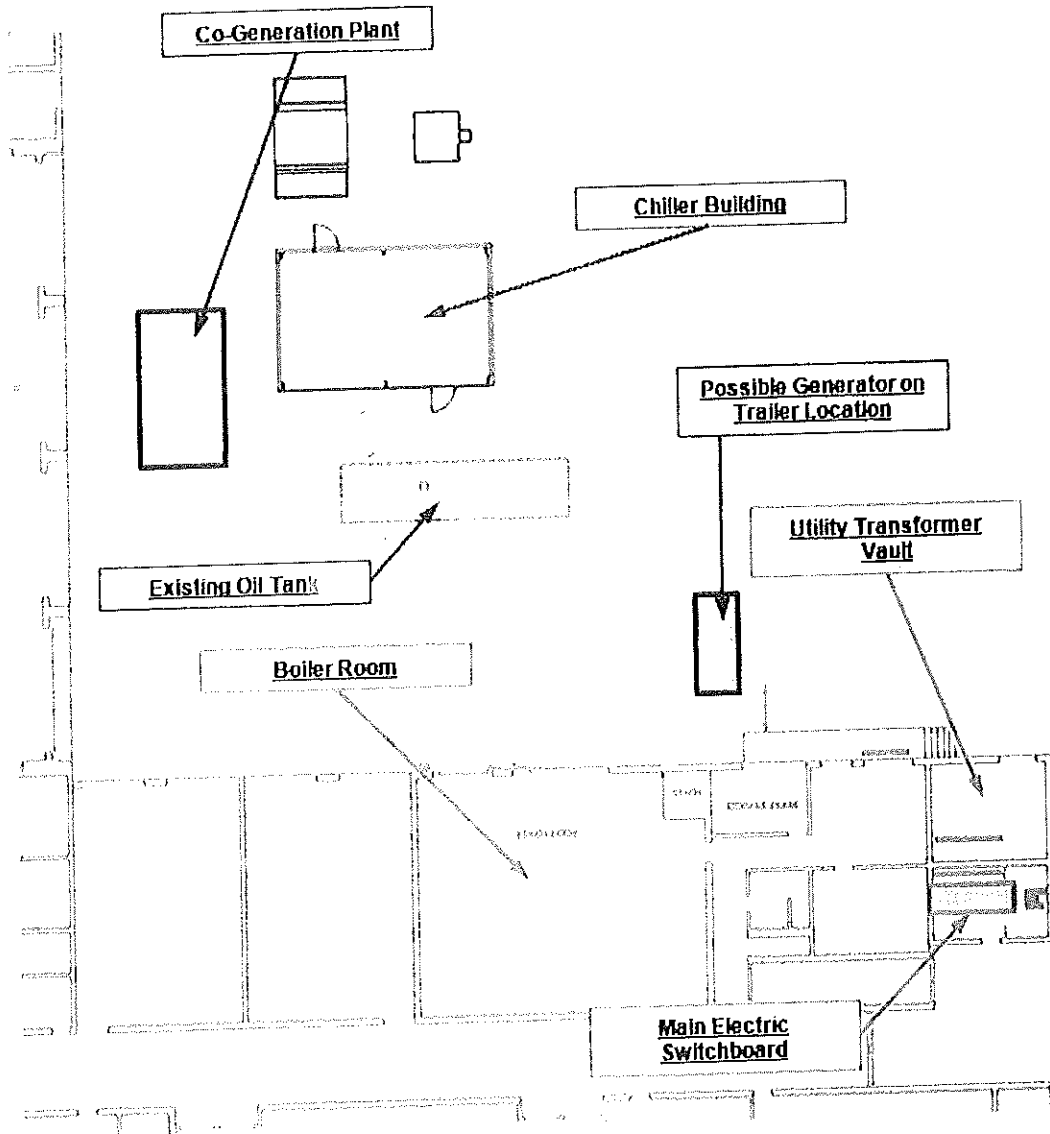
*Overall Building Key Plan*



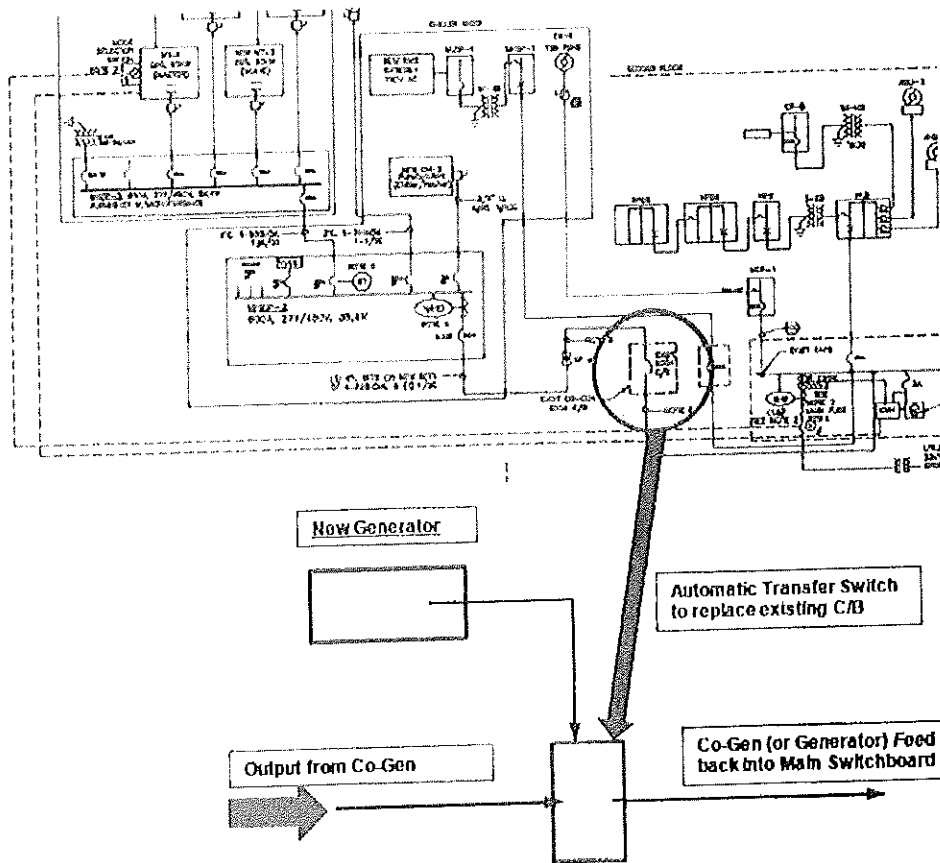
*Existing Service and Distribution One-Line  
(Partial)*



*Part Plan & Site at  
Co-Gen and Electrical Service*



*Supplemental Standby Power System*



- Transfer switch remains, feeding Main Switchboard from cogen under normal conditions.
- The cogen system may be enabled for Island operation as is presently the case.
- When the cogen system is not enabled in Island mode, the transfer switch will shift to supply the main switchboard from the generator.

**III. SUMMARY OF COST ESTIMATES**

**Generator Options - Both Schools**

**East Hartford Middle School**

	<i>Base Construction Cost</i>	<i>Total Project Cost</i>
Option #1 - Permanent Installation of 250 kW Generator with Automatic Transfer	\$ 305,250.00	\$ 341,880.00
Option #2 - Permanent Installation of 250 kW Gen. with Manual Transfer of entire building	\$ 326,700.00	\$ 365,904.00
Option #3 - Provisions for 350 KW roll-up generator, Transfer Switch & Separate S'Board	\$ 262,900.00	\$ 294,448.00

**East Hartford High School**

Option #1 Permanent Installation of 350 KW generator with Automatic Transfer	\$ 202,070.00	\$ 226,318.40
Option #2 Permanent installation of 350 KW generator with Automatic Transfer	\$ 99,000.00	\$ 110,880.00

**Trailer Mounted Generator to be shared between Schools**

350 KW generator on trailer with dual voltage output (480V - High School, 208v - Middle School)	\$ 134,000.00
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Refer to Appendix for estimate detail.



APPENDIX A

Representative Equipment Information

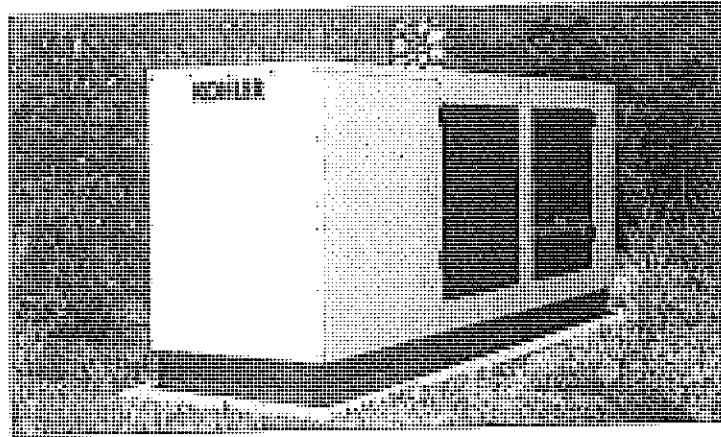
ATS - Cost and Dimensional Data				
Size (A)	Voltage	Kohler #	\$'s	Dimensions
1,000	208	KCS-D_TA-1000S	\$ 13,800.00	28"Wx91"Hx48"D
2,000	208	KCS-D_TA-2000S	\$ 22,000.00	38"Wx91"Hx48"D
3,000	208	KCS-D_TA-3000S	\$ 33,000.00	38"Wx91"Hx72"D
600	480	KCS-D_TA-0400B	\$ 9,000.00	37"Wx48"H14"D
800	480	KCS-D_TA-0600B	\$ 10,700.00	38"Wx91"Hx28"D

Generator Data - Base Unit			
Size (KW)	Kohler Model #	Cost (W/ 24 Hr fuel)	Unit Dimensions W x L x H
200	200REOZJE	\$ 50,600.00	170"x200"x92"
255	230REOZJE	\$ 59,400.00	170"x200"x92"
300	300REOZJ	\$ 68,650.00	170"x200"x92"
350	350REOZJ	\$ 94,700.00	170"x200"x92"

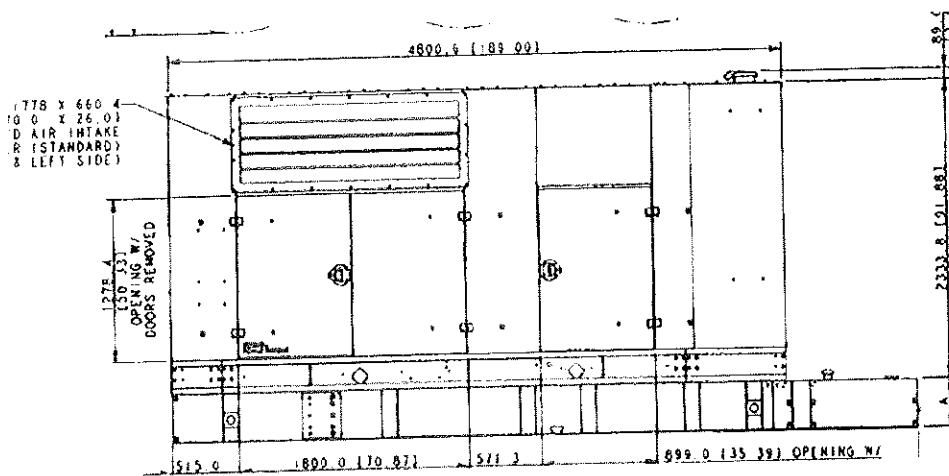
Generator - Larger Tank Options						
Size (KW)	ADD for 3 days supply			Add for 5 days supply		
	Tank Size	\$'s	Size (W x L x H)	Tank Size	\$'s	Size (W x L x H)
200	1,330	\$ 12,000.00	71"x200"x36"	1,730	\$ 24,000.00	79"x225"x36"
255	1,330	\$ 12,000.00	71"x200"x36"	1,730	\$ 24,000.00	79"x225"x36"
300	1,330	\$ 12,000.00	71"x200"x36"	1,730	\$ 24,000.00	79"x225"x36"
350	1,330	\$ 12,000.00	71"x200"x36"	1,730	\$ 24,000.00	79"x225"x36"

APPENDIX B

*Typical Generator in Weather Enclosure*



*Side View  
Generator with Extended Sub-Base Fuel Tank*



Standby Power Study  
East Hartford Middle School  
East Hartford High School

VANZELM  
ENGINEERS

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APPENDIX C

Project Cost Summaries









**PROJECT COST SUMMARY**

East Hartford High School

**Option #2 Portable 350 KW generator with Automatic Transfer**

	<b>Totals</b>
<b>1. Base Construction</b>	
Generator Material & Accessories (350 KW) - Estimate provided separately	
Grounding	\$ 1,500.00
Automatic Transfer Switch ( 600 A) Installation	\$ 9,000.00 \$ 3,000.00
Fuel lines to existing buried oil tank, coordinate with existing boiler fuel pump controls	\$ 9,500.00
disconnectable fuel line system	\$ 1,500.00
Feeders Generator to ATS (100 ft)	\$ 20,000.00
Remove existing C/B and rework feeders for new ATS	\$ 7,500.00
Remove Annunciator for Generator and ATS	\$ 1,500.00
Control Wiring	\$ 1,500.00
Misc. Boxes and Materials	\$ 1,000.00
Testing, cables, generator load bank	\$ 5,000.00
Modifications to existing Island Mode control of Micro-Turbine plant for new Generator sequence	\$ 1,500.00
Center Service Call to coordinate	\$ 1,500.00
Acceptance testing with CL&P	\$ 1,500.00
Quick Connect box for Generator Power Installation	\$ 8,000.00 \$ 500.00
Quick Connect box for control wiring	\$ 1,000.00
OH&P carried within individual line items	
<b>SUB-TOTAL - Base Construction</b>	<b>\$ 75,000.00</b>
<b>2. Related Work</b>	
Demo existing enclosure, fencing and pads from old co-gen	\$ 4,000.00
Concrete pad - Exterior for Generator	\$ 4,000.00
Fencing (30' x 25')	\$ 3,500.00
Excavation, etc for fuel lines	\$ 1,000.00
Selective Demotion, Cutting & Patching	\$ 2,500.00
Initial Fuel Tank Fill (By Owner)	
<b>SUB-TOTAL - Related Work</b>	<b>\$ 15,000.00</b>
<b>3. Construction Contingency</b>	
	10% \$ 9,000.00
<b>TOTAL - All Construction Costs</b>	<b>\$ 99,000.00</b>
<b>4. Fees &amp; Expenses</b>	
Architecture/Engineering Design Fee	10% \$ 9,900.00
Environmental Consultant	0.01 \$ 990.00
Permits	0.01 \$ 990.00
Misc Owner Expenses	
<b>SUB-TOTAL - Fees &amp; Expenses</b>	<b>\$ 11,880.00</b>
<b>PROJECT TOTAL</b>	<b>\$ 110,880.00</b>



**Trailer Mounted Generator**

	<b><i>Estimates</i></b>
350 KW Diesel Generator on Trailer On Board fuel tank for approximately 24 hrs	\$ 100,000.00
Option - Dual Voltage Output 480V or 208V Separate C/B's for each output	\$ 20,000.00
Pre-Manufactured Power cables for connection to building	
480V set (30 ft)	\$ 4,500.00
208V set (30 ft)	\$ 7,500.00
Provisions for control / monitoring interface at each school cables and connectors and switch over switches	\$ 2,000.00
<b>Total</b>	<b>\$ 134,000.00</b>

end



**UTC Power**

A United Technologies Company



## PureComfort® Tri-generation Cooling, Heating and Power Solutions

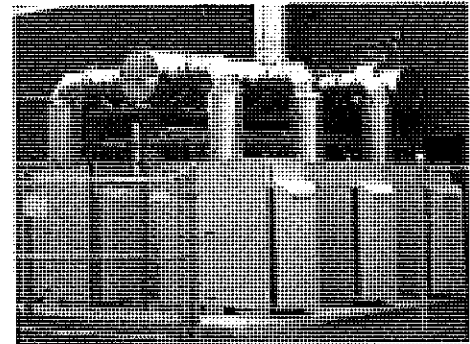
Models 195M, 260M, 325M and 390M

### The Product

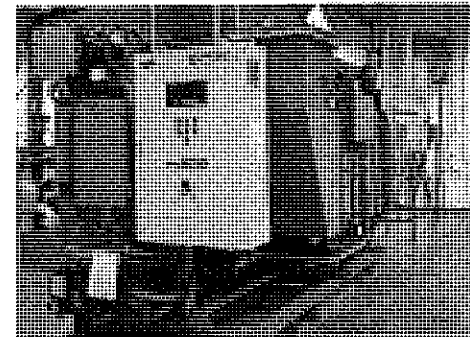
UTC Power proudly introduces the new PureComfort® Tri-generation cooling, heating and power solutions; true tri-generation offering simultaneous chilled water and hot water. These innovative systems feature a proven absorption chiller/heater that provides year-round cooling and heating capability, while microturbines provide from 195 to 390 kW of clean, reliable power. As a result, seasonal changeover is eliminated. The chiller has a continuous cooling range from 0% to 100% based on the exhaust flow rate into the chiller.

The PureComfort® solution consists of a double-effect absorption chiller/heater from Carrier Corporation, a world leader in building heating, cooling and control networks. The chiller/heater is driven by the exhaust from three to six 65 kW microturbines. With the double-effect absorption chiller/heater, the PureComfort® solutions can achieve an overall energy utilization of 80% - 90% - far greater than the 33% typical of a central power plant.

The remote monitoring feature enables our service organization to monitor system performance round-the-clock, which means we can respond quickly if there's ever a need, minimizing downtime.



Microturbines (above) and the absorption chiller/heater (below) are integrated to create the tri-generation system.



#### Features

- High energy efficiency
- Ultra-low emissions
- Interchangeable capacity
- Scalable configuration
- Few moving parts
- Operates both grid connected and off-grid

#### Benefits

- Lower electric bills
- Environmentally friendly
- Eliminates seasonal changeover
- Maintains energy savings
- Higher reliability
- Continuous business operations

### System Performance

	PC195M	PC260M	PC325M	PC390M
<b>Hot Day (ARI, 95°F)</b>				
Net Power*, kW	150	205	255	310
Cooling Output, RT	100	120	140	160
Net System Efficiency, % (LHV)	81%	76%	72%	70%
<b>ISO Day (59°F)</b>				
Net Power*, kW	180	245	305	370
Cooling Output, RT	125	156	182	205
Net System Efficiency, % (LHV)	92%	88%	84%	81%
<b>Cold Day (32°F)</b>				
Net Power*, kW	180	245	305	370
Heating Output, MBh	798	1,043	1,276	1,500
Net System Efficiency, % (LHV)	65%	64%	63%	62%

\* With 2 gas pack boosters utilized for Model 195M and 260M, 3 for Models 325M and 390M

#### Emissions:

NOx = 3 ppmv @ 15% O<sub>2</sub>  
(2019 EPA Tier 4)  
CARB 2007 Certified

#### Capacity:

Chiller/Heater 65 RT @ 50 F/W  
Microturbines 65 kW @ 50 F/W

#### Chiller Performance:

• 1.3 COP

• 100% electrical control integration

The manufacturer reserves the right to change or modify, without notice, the design or equipment specifications without incurring any obligation either with respect to equipment previously sold or in the process of construction. The manufacturer does not warrant the data on this document. Warranted specifications are documented separately.



**UTC Power**  
A United Technologies Company

In partnership with



DS0105 01/00

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## Standard Configuration

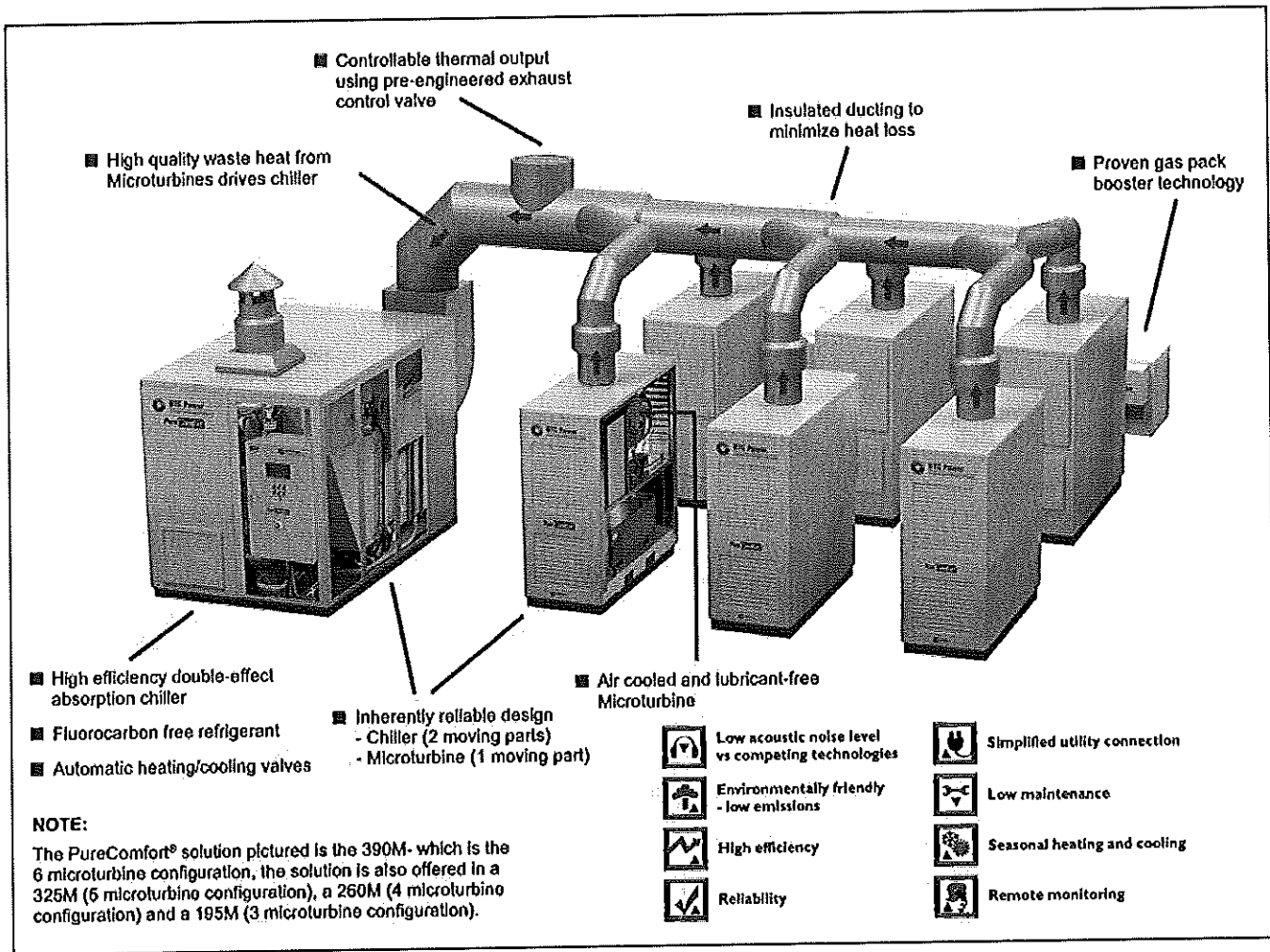
- 3, 4, 5 or 6 65 kW microturbines
- 2 or 3 gas pack boosters
- 1 Double-effect absorption chiller
- 1 Duct system
- 1 Remote monitoring system

Indoor/outdoor siting flexibility

Microturbine
<b>Dimensions</b>
H: 63" (161 cm)
W: 37" (94 cm)
L: 77" (195 cm)
<b>Weight</b>
1,700 lb. (770 kg)

Chiller
<b>Dimensions</b>
H: 55" (140 cm)
W: 50" (127 cm)
L: 47" (119 cm)
<b>Weight</b>
19,460 lb. (8827 kg)

\*With optional sound suppression



United Technologies (UTC)  
is a fortune 50 company  
providing high-technology products  
to the aerospace and building systems  
industries throughout the world.



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

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true and correct copy of the Resolution, duly adopted and ratified by the Town Council of the Town of East Hartford on the 7<sup>th</sup> day of August, 2012.

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

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

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

**WHEREAS**, a study conducted by Van Zelm Engineers entitled "Standby Power Options" dated May 22, 2012 recommends permanent installation of generators with automatic power transfer capability at East Hartford High School and East Hartford Middle School in order to improve operational reliability and reduce the probability of system failure in the event of prolonged power outages, and

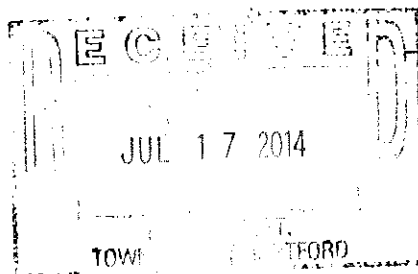
**WHEREAS**, the Town of East Hartford wishes to make application to the FY 2012 Disaster Relief Opportunity in the amount of \$455,200 (80%) matched by \$113,800 (20%) from the Town in order to implement the recommendations of the "Standby Power Options" study which support disaster recovery and resiliency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

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

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

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this 2<sup>nd</sup> day of November, 2012.



*Angela M. Attenello*  
\_\_\_\_\_  
Angela M. Attenello,  
Town Council Clerk



May 20, 2014

Sent via e-mail: [MWalsh@easthartfordct.gov](mailto:MWalsh@easthartfordct.gov)

Mike Walsh  
Director of Finance  
Town of East Hartford  
740 Main Street  
East Hartford, CT

Re: Celtic Energy Technical Consulting Services – Street Lighting ESPC Project  
Quantitative Review of ESCO Responses

Dear Mr. Walsh,

Based on a quantitative review of the latest revisions to the above-referenced Street Lighting ESPC project; it appears that Ameresco's revised submission of the 'CREE XSP' and 'UIC SLK' fixtures will be of the lowest cost to the Town compared to Johnson Controls and Sylvania. Our findings are based on the following points of merit:

- Ameresco: Lower per unit (net) cost of installation for CREE fixtures at \$379/fixture (vs. \$429 and \$610). Lower per unit (net) cost of installation for UIC fixtures at \$492/fixture (vs. \$494 and \$767) after utility rate normalization.
- Ameresco and Sylvania have shown O&M savings of \$120,000 per year indicating that there will be no maintenance charge to the Town, compared to JCI's maintenance savings of \$100,000 indicating annual maintenance cost will be \$20,000.

If you have any further questions or comments, please contact me at your convenience.

Best Regards,

*Christopher F. Halpin*

Christopher F. Halpin, PE, CEM, CMVP, CDSM  
*President*

cc: Agostino Dell'Oso, Celtic Energy  
Thomas Coughlin, Celtic Energy



Celtic Energy Inc. • 701 Hebron Avenue • Glastonbury, CT 06033 • 860.882.1515 • [www.celticenergy.com](http://www.celticenergy.com)



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**Consumer Price Index - All Urban Consumers**  
**Original Data Value**

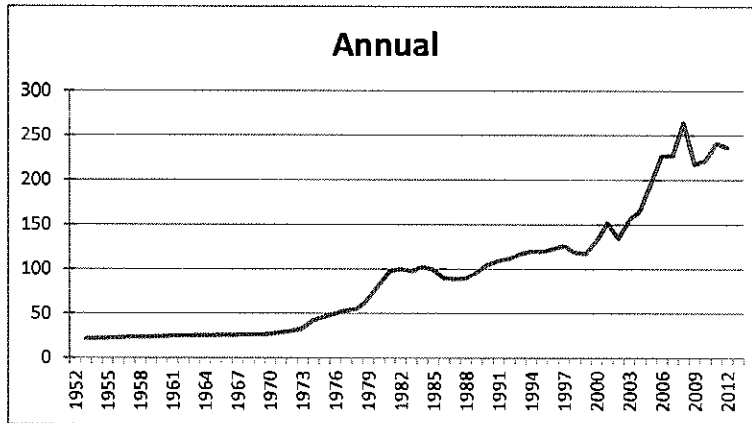
Series Id: CUURA103SAH2, CUUSA103SAH2  
 Not Seasonally Adjusted  
 Area: Boston-Brockton-Nashua, MA-NH-ME-CT  
 Item: Fuels and utilities  
 Base Period: 1982-84=100  
 Years: 1952 to 2013

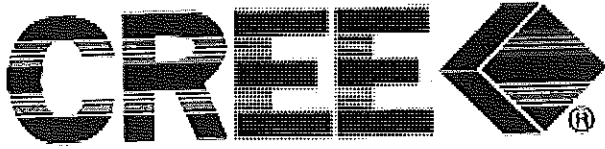
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1952													21.6		
1953	21.6	21.6	21.6	21.6	21.2	21.2	21.5	21.5	21.5	21.7	21.9	21.8	21.6		
1954	22.1	22.2	22.2	21.9	21.6	21.6	21.6	21.7	21.7	22.0	22.0	22.6	22.0		
1955	22.6	22.6	22.6	22.6	22.1	22.1	22.2	22.3	22.4	22.5	22.1	22.4	22.4		
1956	22.5	22.5	22.5	22.5	22.5	22.7	22.7	22.8	22.8	23.1	23.2	23.3	22.8		
1957	24.0	24.0	24.0	24.0	23.7	23.6	23.7	23.4	23.4	23.4	23.4	23.4	23.7		
1958	23.5	23.5	23.4	23.1	23.1	23.3	23.3	23.5	23.6	23.6	23.6	23.9	23.4		
1959	24.3	24.3	24.3	24.2	23.9	23.6	23.6	23.4	23.7	23.7	23.8	24.1	23.9		
1960	24.4	24.5	24.0	24.1	24.0	24.0	24.0	24.0	24.0	24.2	24.2	24.3	24.1		
1961	24.8	25.0	25.1	24.8	24.7	24.6	24.6	24.8	24.8	24.8	24.8	25.0	24.8		
1962	25.0	24.9	25.1	25.0	24.7	24.5	24.5	24.5	24.5	24.5	25.1	25.1	24.8		
1963	25.1	25.1	25.1	25.1	25.1	25.1	25.2	25.2	25.2	25.4	25.4	25.4	25.2		
1964	25.7	25.4	25.4	25.3	25.3	25.2	25.0	24.9	25.1	25.3	25.2	25.3	25.3		
1965	25.5	25.4	25.3	25.3	25.3	25.3	25.3	25.3	25.3	25.6	25.6	25.7	25.4		
1966	25.3	25.3	25.3	25.7	25.6	25.6	25.6	25.6	25.5	25.5	25.6	25.8	25.5		
1967	25.8	25.8	25.8	25.8	25.8	25.6	25.7	25.8	25.9	25.9	25.9	25.9	25.8		
1968	25.9	25.9	25.9	25.9	25.9	25.9	25.9	25.9	25.9	25.9	25.9	25.9	25.9		
1969	25.9	25.9	25.9	25.9	25.9	26.1	26.1	26.1	26.1	26.2	26.4	26.5	26.1		
1970	26.6	26.8	26.8	26.8	26.8	26.8	26.9	26.9	27.4	27.4	28.0	28.1	27.1		
1971	28.4	28.4	28.4	28.6	28.6	28.8	29.2	29.4	29.3	29.3	29.3	29.5	28.9		
1972	29.5	30.2	30.2	30.1	30.1	30.1	30.4	30.5	30.6	30.6	30.5	30.6	30.3		
1973	30.5	31.3	31.4	31.6	32.2	32.7	32.7	33.7	33.9	34.6	36.4	37.7	33.2		
1974	39.2	39.9	40.4	41.3	42.2	42.6	43.7	43.8	44.6	44.4	44.9	45.1	42.7		
1975	45.5	45.6	45.5	45.7	45.5	45.8	46.1	46.0	46.8	46.8	49.1	49.6	46.5		
1976	49.4	49.2	49.5	49.5	49.4	50.4	50.1	50.0	49.8	49.8	51.1	52.1	50.0		
1977	52.6	53.2	53.8	52.7	52.8	53.1	53.5	53.5	53.8	54.1	55.1	55.1	53.6		
1978	55.6		55.3		53.8		55.3		55.1		56.1		55.3		
1979	57.1		59.5		62.9		68.1		72.4		74.3		66.5		
1980	76.5		81.9		80.8		82.4		82.5		84.5		82.1		
1981	93.2		98.9		98.3		96.4		100.4		100.4		98.2		
1982	100.0		100.7		97.2		100.1		99.6		101.3		99.9		
1983	101.5		96.6		96.4		97.0		96.6		98.2		97.7		
1984	100.3		102.4		101.7		104.9		103.7		101.7		102.5	101.8	103.1
1985	101.1		100.4		98.9		97.6		97.8		101.8		99.6	99.8	99.4
1986	101.9		93.4		88.2		87.3		86.6		86.1		90.0	93.3	86.8
1987	86.3		89.4		89.1		89.1		88.3		90.3		88.9	88.5	89.2
1988	89.2		90.0		88.4		88.3		89.3		91.9		89.7	89.1	90.3
1989	94.2		96.0		93.7		96.0		95.8		100.9		96.7	94.8	98.7
1990	109.5		105.3		96.2		96.7		103.2		117.1		104.9	102.6	107.3

Bureau of Labor Statistics

1991	116.5	112.8	102.9	103.1	104.9	115.1	109.1	109.6	108.6
1992	114.6	114.0	105.8	107.5	108.1	119.7	111.8	110.9	112.8
1993	120.2	121.1	112.7	112.9	112.5	123.4	117.2	117.4	117.0
1994	122.4	123.2	115.7	116.0	116.1	125.1	119.9	119.9	119.8
1995	125.4	125.3	113.4	113.8	113.8	125.8	119.6	120.4	118.9
1996	127.4	128.6	117.3	115.4	116.3	131.8	123.0	123.4	122.7
1997	133.8	133.7	121.2	120.1	119.1	129.2	126.0	128.4	123.6
1998	129.4	124.5	114.1	114.4	112.9	121.2	119.1	121.4	116.8
1999	121.8	121.4	110.7	111.6	113.6	124.2	117.4	117.1	117.8
2000	127.5	132.8	122.5	128.8	131.5	142.3	131.9	127.7	136.0
2001	151.2	160.7	149.0	154.7	151.4	148.4	152.0	153.9	150.2
2002	139.2	137.3	128.6	130.0	130.3	138.2	134.3	134.3	134.4
2003	148.6	166.3	151.1	152.9	151.7	155.9	155.0	155.6	154.4
2004	164.2	165.8	154.7	162.0	165.2	180.5	166.0	161.4	170.7
2005	179.3	189.7	178.3	187.4	204.7	223.3	196.1	183.1	209.2
2006	237.3	229.7	220.7	220.8	220.0	233.9	227.0	227.9	226.2
2007	236.193	233.900	215.412	217.343	217.254	241.888	227.541	226.898	228.185
2008	250.352	257.440	266.715	297.291	258.169	255.597	264.069	262.000	266.137
2009	248.145	239.882	202.423	197.189	199.216	224.112	217.588	225.763	209.413
2010	228.832	232.327	212.882	211.386	210.677	233.964	222.180	223.190	221.169
2011	241.990	250.156	236.854	232.738	234.860	248.422	241.185	242.207	240.163
2012	250.809	249.645	224.805	220.153	231.086	245.418	236.821	239.142	234.501
2013	247.886	247.049	238.253	240.014	239.841		243.733		

Start End  
 1998 2012 5.03% Average Yearly Escalation  
 119.1 236.821 117.72 Change in CPI





9201 Washington Avenue, Racine, WI 53406 USA  
Main: (262) 886-1900

James Daylor  
Senior Account Executive  
111 Speen St., Suite 410  
Framingham, MA 01701  
[jdaylor@ameresco.com](mailto:jdaylor@ameresco.com)

RE: Failures beyond 10 Year Warranty and Life Expectancy

Dear James,

Cree is proud to have this street lighting opportunity and project partnership with Ameresco and the Town of East Hartford. Many installers and cities selected Cree as we offer an industry leading ten (10) year warranty to all our customers and publish this standard warranty on our company website. Cree is confident in our products and reliability as we are vertically integrated from the LED materials to the finished luminaires. Know that Cree has set the industry bar for the ten (10) year warranty and will continue to delivery industry leading products. In regards to life expectancy of our products, we publish a lumen depreciation document that spans out to 100,000 hours to explain how the LED product would depreciate in specific environments. Like many consumer products, warranty time periods do not represent product useful life and operate far beyond the warranted date of the product. Our expectation is that LED street lights will last beyond 10 years and the calculated lumen maintenance factors are published in TD-13.

Please see the attached Cree TD-13 explanation of the calculations for XSP and other Cree series products and recommended Cree outdoor luminaire lumen maintenance factors.

Please let me know if I can send along any additional documents to support this request. Thank you for this opportunity and for working with Cree.

Best Regards,

A handwritten signature in cursive script that reads "Nicholas D. Chintala".

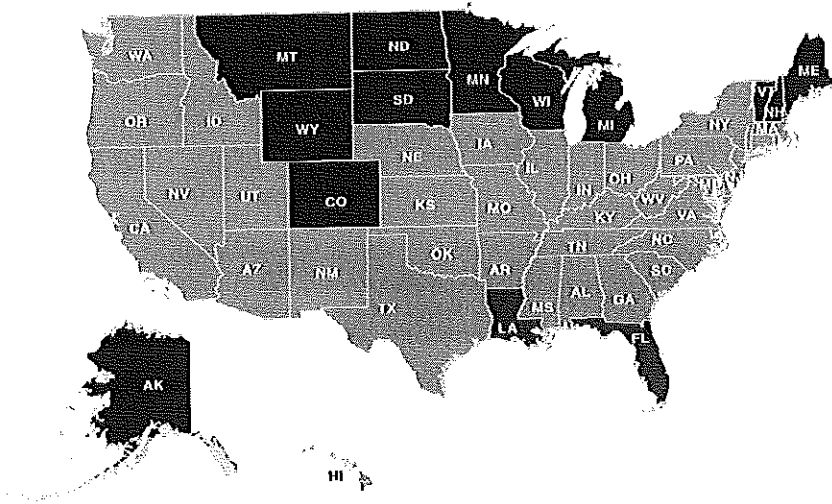
Nicholas D. Chintala







# Version A - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF)



# Version A

Temperature	Input Power	LMF	LMF	LMF	LMF
25°C	A	1.00	0.95	0.90	0.85
25°C	B	1.00	0.95	0.90	0.85
30°C	A	1.00	0.90	0.85	0.80
30°C	B	1.00	0.90	0.85	0.80
35°C	A	1.00	0.85	0.80	0.75
35°C	B	1.00	0.85	0.80	0.75
40°C	A	1.00	0.80	0.75	0.70
40°C	B	1.00	0.80	0.75	0.70

Temperature	Input Power	LMF	LMF	LMF	LMF
25°C	A	1.00	0.95	0.90	0.85
25°C	B	1.00	0.95	0.90	0.85
30°C	A	1.00	0.90	0.85	0.80
30°C	B	1.00	0.90	0.85	0.80
35°C	A	1.00	0.85	0.80	0.75
35°C	B	1.00	0.85	0.80	0.75
40°C	A	1.00	0.80	0.75	0.70
40°C	B	1.00	0.80	0.75	0.70

Temperature	Input Power	LMF	LMF	LMF	LMF
25°C	A	1.00	0.95	0.90	0.85
25°C	B	1.00	0.95	0.90	0.85
30°C	A	1.00	0.90	0.85	0.80
30°C	B	1.00	0.90	0.85	0.80
35°C	A	1.00	0.85	0.80	0.75
35°C	B	1.00	0.85	0.80	0.75
40°C	A	1.00	0.80	0.75	0.70
40°C	B	1.00	0.80	0.75	0.70

1 Luminaire device (i.e. packaged LED chip) drive currents are lower than the drive currents used during LM-80-08 testing for the specific devices under test (DUT). The LMF values are derived to reflect the lower drive current(s) and are based upon actual luminaire lumen maintenance testing.

2 Consult spec sheet for actual input power availability for all listed products.

3 In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip).

4 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip)

5 Based on 10,000 hours LM-80 data in accordance with guidelines describing "successors to previously tested subcomponents" (Section 5) per Sep 9, 2011 ENERGY STAR guidelines. For details, see [http://www.energystar.gov/ia/partners/prod\\_development/new\\_specs/downloads/luminaires/ENERGY\\_STAR\\_Final\\_Lumen\\_Maintenance\\_Guidance.pdf](http://www.energystar.gov/ia/partners/prod_development/new_specs/downloads/luminaires/ENERGY_STAR_Final_Lumen_Maintenance_Guidance.pdf).

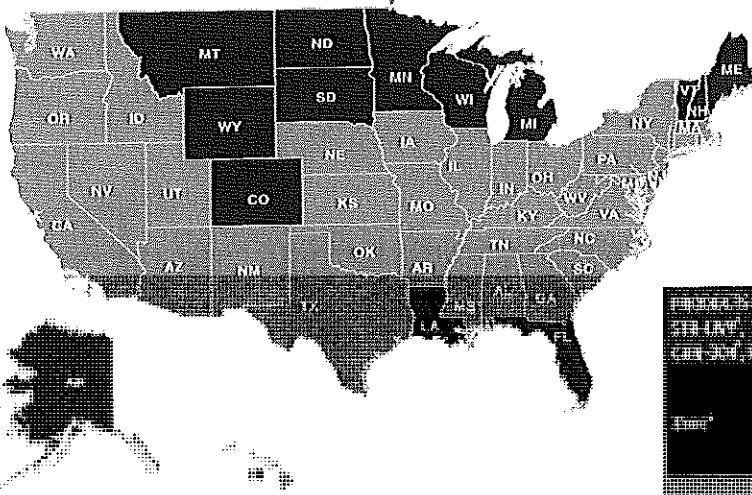
\* Average Nighttime Temperature

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# Series D/E - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF)



# Series D/E

**TABLE 1 - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF) by Region**

Region	LMF (10,000 hrs)	LMF (20,000 hrs)	LMF (30,000 hrs)	LMF (40,000 hrs)	LMF (50,000 hrs)
Region 1	0.80	0.70	0.60	0.50	0.40
Region 2	0.85	0.75	0.65	0.55	0.45
Region 3	0.90	0.80	0.70	0.60	0.50
Region 4	0.95	0.85	0.75	0.65	0.55
Region 5	1.00	0.90	0.80	0.70	0.60

**TABLE 2 - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF) by Temperature**

Temperature (°F)	LMF (10,000 hrs)	LMF (20,000 hrs)	LMF (30,000 hrs)	LMF (40,000 hrs)	LMF (50,000 hrs)
0	0.80	0.70	0.60	0.50	0.40
10	0.85	0.75	0.65	0.55	0.45
20	0.90	0.80	0.70	0.60	0.50
30	0.95	0.85	0.75	0.65	0.55
40	1.00	0.90	0.80	0.70	0.60

**TABLE 3 - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF) by Product Type**

Product Type	LMF (10,000 hrs)	LMF (20,000 hrs)	LMF (30,000 hrs)	LMF (40,000 hrs)	LMF (50,000 hrs)
LED SLM	0.80	0.70	0.60	0.50	0.40
LED SLM66	0.85	0.75	0.65	0.55	0.45
LED BXAB	0.90	0.80	0.70	0.60	0.50
LED CAN-228	0.95	0.85	0.75	0.65	0.55
LED ARE-EHO	1.00	0.90	0.80	0.70	0.60

**TABLE 4 - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF) by Drive Current**

Drive Current (mA)	LMF (10,000 hrs)	LMF (20,000 hrs)	LMF (30,000 hrs)	LMF (40,000 hrs)	LMF (50,000 hrs)
900mA	0.80	0.70	0.60	0.50	0.40
1000mA	0.85	0.75	0.65	0.55	0.45
1100mA	0.90	0.80	0.70	0.60	0.50
1200mA	0.95	0.85	0.75	0.65	0.55
1300mA	1.00	0.90	0.80	0.70	0.60

**TABLE 5 - Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF) by Product and Temperature**

Product	Temperature (°F)	LMF (10,000 hrs)	LMF (20,000 hrs)	LMF (30,000 hrs)	LMF (40,000 hrs)	LMF (50,000 hrs)
LED SLM	0	0.80	0.70	0.60	0.50	0.40
	10	0.85	0.75	0.65	0.55	0.45
	20	0.90	0.80	0.70	0.60	0.50
	30	0.95	0.85	0.75	0.65	0.55
	40	1.00	0.90	0.80	0.70	0.60
LED SLM66	0	0.85	0.75	0.65	0.55	0.45
	10	0.90	0.80	0.70	0.60	0.50
	20	0.95	0.85	0.75	0.65	0.55
	30	1.00	0.90	0.80	0.70	0.60
	40	1.05	0.95	0.85	0.75	0.65
LED BXAB	0	0.90	0.80	0.70	0.60	0.50
	10	0.95	0.85	0.75	0.65	0.55
	20	1.00	0.90	0.80	0.70	0.60
	30	1.05	0.95	0.85	0.75	0.65
	40	1.10	1.00	0.90	0.80	0.70
LED CAN-228	0	0.95	0.85	0.75	0.65	0.55
	10	1.00	0.90	0.80	0.70	0.60
	20	1.05	0.95	0.85	0.75	0.65
	30	1.10	1.00	0.90	0.80	0.70
	40	1.15	1.05	0.95	0.85	0.75
LED ARE-EHO	0	1.00	0.90	0.80	0.70	0.60
	10	1.05	0.95	0.85	0.75	0.65
	20	1.10	1.00	0.90	0.80	0.70
	30	1.15	1.05	0.95	0.85	0.75
	40	1.20	1.10	1.00	0.90	0.80

1 Based on 10,000 hours LM-80 data in accordance with guidelines describing "successors to previously tested subcomponents" (Section 5) per Sep 9, 2011 ENERGY STAR guidelines. For details, see [http://www.energystar.gov/ia/partners/prod\\_development/new\\_specs/downloads/luminaires/ENERGY\\_STAR\\_Final\\_Lumen\\_Maintenance\\_Guidance.pdf](http://www.energystar.gov/ia/partners/prod_development/new_specs/downloads/luminaires/ENERGY_STAR_Final_Lumen_Maintenance_Guidance.pdf).

2 Consult spec sheet for actual drive current availability for all listed products

3 900mA available on 60 LED CAN-228 only; 1000mA available on 20-40 LED SLM, SLM66, 20 and 40 LED BXAB, 30 LED CAN-228 and ARE-EHO

4 In accordance with IESNA TM-21-11, Projected Values represent interpolated values based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip).

5 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip)

\* Average Nighttime Temperature  
 † Provided for freezer applications only  
 Use the LMF values in this chart when performing lighting calculations for Cree® products ONLY.

Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (TD-13) (1 of 5)  
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# Explanation of Calculations for Series D, E, and Version A Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF), TD-13

The following is an explanation of how the Recommended Cree Outdoor Luminaire Lumen Maintenance Factors (LMF) are derived. The example calculations do not need to be repeated - refer to the map and zone charts, contained in the TD-13 document, to select the appropriate Lumen Maintenance Factor based on your specific anticipated application life (in hours), average ambient nighttime temperature, product family and selected drive current or input power designator.

## Applied Standards, Data and Assumptions

- **IESNA LM-79-08 (Initial Photometric Performance Data)**  
Photometric data per IESNA LM-79-08 (i.e. IES Photometric File formatted per IESNA LM-63-02)  
Note: Test performed at 25°C ambient operating condition (per IESNA LM-79-08 standard)
- **IESNA LM-80-08 and IESNA TM-21-11 (Lumen Maintenance Performance Data)**  
Cree Outdoor Luminaire Lumen Maintenance Data sets are created using correlated in-situ luminaire test methods (i.e. LED chip package temperature (T<sub>s</sub>) measurement(s) obtained with the LED chip package(s) operating in given luminaire and in a given stabilized ambient environment. The T<sub>s</sub> temperature(s) is correlated directly to the LED chip package manufacturer's LM-80-08 data, in conjunction with TM-21-11 described extrapolation and interpolation methods, to form data sets predicting luminaire lumen maintenance for various luminaire average ambient operating conditions.).

## Outdoor Average Ambient Conditions (Temperature Zones)

- Average dusk to dawn (i.e. nighttime) temperature data per National Oceanic and Atmospheric Administration (NOAA)

## Application Life Descriptions/References

(Refer to chart contained in Recommended Cree Outdoor Luminaire Lumen Maintenance Factors (LMF) document)

- Initial LMF - Initial luminous flux performance
- 25K hr projected LMF (approx. dusk to dawn operation over a 6-year period)
- 50K hr projected LMF (approx. dusk to dawn operation over a 12-year period)
- 100K hr calculated LMF (approx. dusk to dawn operation over a 25-year period)

## Derived LMF Calculation Example

### APPLICATION EXAMPLE:

- Location: Wisconsin (5°C average nighttime ambient per NOAA data)
- Anticipated Application Life: 50K hours (approx. 12 years dusk-to-dawn operation)
- Cree Product: Series D LEDway® streetlight - 700mA drive current

### STEP ONE

Adjust initial photometric performance to account for nighttime average ambient operating temperature less than the photometric test ambient environment (i.e. less than 25°C)

**Statement of Fact:** The LED chip package selected for use in Cree Outdoor luminaires gains 0.25% in luminous flux (lumen output) for each degree (°C) below the photometric test ambient temperature (i.e. each degree below 25°C).

For a location in the 5°C average nighttime ambient operating temperature zone (e.g. Wisconsin) the delivered initial luminous flux is approx. 5% higher at 5°C nighttime average ambient operating temperature compared to 25°C photometric test ambient.

#### Initial Luminous Flux Change Calculation:

- 25°C - 5°C = 20°C cooler than the 25°C photometric test ambient
- 20°C x 0.25 %/°C = 5% or 0.05 (gain in initial luminous flux due to lower ambient temperature)
- 1.00 (initial photometric performance factor) + 0.05 (initial luminous flux increase) = 1.05

The result of this calculation is represented by the "1.05" value listed in the "Initial LMF" column.



## Explanation of Calculations for Series D, E, and Version A Recommended Cree® Outdoor Luminaire Lumen Maintenance Factors (LMF), TD-13

### STEP TWO

Determine appropriate correlated lumen maintenance multiplier to be applied to the "Initial LMF" based on in-situ luminaire test methods and IESNA LM-80-08 and IESNA TM-21-11 Standards and Practices (as described above), for the predicted application duration (i.e. 50K hours for this example).

Cree LEDway product in 5°C ambient using standard 700mA drive current will experience 10% lumen depreciation or 90% lumen maintenance) after 50K hours of operation.

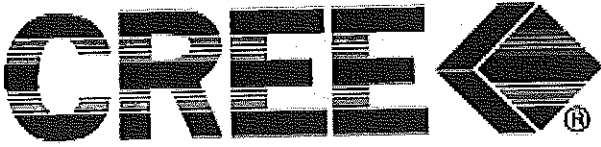
**Note:** This value is derived from in-situ luminaire temperature measurement testing and correlation to the chip package manufacturer's IESNA LM-80-08 data sets in conjunction with TM-21-11 described extrapolation and interpolation methods, as explained in the **Applied Standards, Data and Assumptions** section of this document.

Therefore, the Corresponding Lumen Maintenance Factor (LMF) is derived as follows:  
 $0.90$  (5°C **correlated lumen maintenance multiplier**)  $\times 1.05$  (initial luminous flux increase due to ambient 20°C less than photometric test ambient) =  $0.94$  (value listed in the **Projected 50K hr LMF column for 700mA drive current**)

### CONCLUSION

The appropriate TM-21-11 Projected LMF for a 700mA Cree® LEDway product in a 50K hour application environment and a 5°C average nighttime ambient zone would be 0.94. Applying this recommended LMF to your photometric calculations will account for the change in luminous flux (output) after 50K hours of operation. The light levels generated, using this method, may also be referred to as the "lowest in service values."

Be sure to identify the correct LMF chart for the Cree Outdoor Luminaire product you have selected (i.e. LEDway streetlight, Cree Edge™, CAN-227, CAN-304, PKG-304, etc).



9201 Washington Avenue, Racine, WI 53406 USA  
Main: (262) 886-1900

James Daylor  
Senior Account Executive  
111 Speen St., Suite 410  
Framingham, MA 01701  
[jdaylor@ameresco.com](mailto:jdaylor@ameresco.com)

RE: Cree Ten (10) Year Warranty Explanation

Dear James,

The ten (10) year warranty provided by Cree to the Ameresco for the Town of East Hartford as the original purchaser of the LED lighting product that is identified on the Cree invoice reflecting its original purchase (the "LED Street Lighting Product"). Please see the attached copy of the "Limited Warranty for Cree LED Lighting Fixtures."

In regards to expanding on how to make a warranty claim, The Town of East Hartford must notify Cree typically through the installation provider, in this case Ameresco or the distribution sales partner in writing within sixty (60) days after discovery of the defect, provide proof of purchase such as the invoice and basic product information from the fixture identification labeling and coding. Upon receiving that notice, Cree may require a return the product to Cree, or an authorized service provider (Authorized Cree Distributor; additional fees may apply for this service), freight prepaid. The warranty claim should be addressed to Cree, Inc., 9201 Washington Avenue, Racine, WI 53406. Cree will elect to refund the purchase price of the product, repair the product or replace the product with the same product or a current equal "like for like" of the product.

A typical warranty claim is handled in the following manner. A product is identified to have an issue in the field. A written warranty claim notice is delivered to Cree tech support via our local sales agent or distribution partner, with all the required information in regards to product identification (located in the luminaire), invoice number and description of the issue. This can be delivered via email or any form of written notice to our local sales agent or distribution partner in care of Cree tech support. A Return Goods Authorization (RGA) is generated, where a replacement part or replacement product will be generated and an invoice is issued for this material. Cree will ship the replacement material to The Town of East Hartford or installer for field replacement. The defective part or product will be returned freight pre-paid for evaluation by Cree and upon verification of the claim an offsetting credit will be issued for the delivered replacement material. This typical procedure will allow for a single trip to the pole, change out of the identified field issue and allow Cree to replace all validated field claims. In Addition, please see the attached Cree FAQ's 10-Year Limited Warranty.

Please let me know if I can send along any additional documents to support this request. Thank you for this opportunity and for working with Cree.

Best Regards,

  
Nicholas D. Chintala

**LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES  
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, tenons, mounts, Cree® LED lamps, Cree® LED bulbs, Cree® LED T8 Series lamps, UR Series LED upgrade kits, CR Series LED troffers enabled with SMARTCAST™ Technology, CS Series linear luminaires enabled with SMARTCAST™ Technology, KR Series downlights enabled with SMARTCAST™ Technology, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty).

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: May 1, 2014

## Cree FAQs

# 10-Year Limited Warranty - LED Lighting Fixtures, BetaLED® Technology, Cree TrueWhite® Technology and Cree® Essentia® LED Architectural Downlight

### Q: Which products are covered? Are there exclusions?

A: Cree's warranty covers the broadest product range in the industry. Please visit [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for detailed information.

Here is the list of exclusions:

1. All lamps (LRP-38™ LED lamps, LBR-30™ LED lamps and lamp accessories)
2. Entire series of CR downlights
3. LR24™ LED troffers
4. Emergency backup batteries
5. BetaLED® Technology outdoor, CE-compliant, Class II products
6. Third-party integrated controls
7. Button and Twistlock photocells
8. Occupancy controls

### Q: Is labor included in the warranty?

A: No, the warranty covers the repair or replacement of the product only.

### Q: What is the "10% LED failure"?

A: The product will be considered defective if at least 10% of the LEDs fail to illuminate.

### Q: Does the "10% LED failure" clause cover the driver?

A: Yes, if the driver fails and causes more than 10% of the LEDs to not operate properly, it would be considered defective and be covered.

### Q: What is Class II and what products fall under this category?

A: Class II refers to international and/or European luminaires that employ a reinforced insulation system without a protective earth ground and are designated as a Class II luminaire. This is an International and/or European code that is defined by IEC/EN60598.

### Q: I heard XSP Series is Class 2 UL. Is it covered?

A: The XSP Series of luminaires are covered by the new 10-year limited warranty.

### Q: I see CR Series LED downlights are not covered. What downlights are covered?

A: All downlights, excluding the CR Series LED downlights, are covered under the 10-year limited warranty. The warranty for the CR Series LED downlights remains at five years.

### Q: Is the CR150™ LED downlight covered by the 10-year limited warranty?

A: All downlights, excluding the CR Series, are covered under the 10-year limited warranty. However, the CR150™ may be reviewed for inclusion. Please contact your Cree sales representative for further information.

### Q: The warranty states 10 years, but some spec sheets give specific hours of life. What is the difference?

A: All of the Cree lighting specification sheets that require an update to the warranty messaging are being revised to state 10 years. This will take some time to complete due to the number of specification sheets existing. Our rated lifetimes are estimated according to industry standards to determine when the product will operate at 70 percent or greater of its initial lumen output (L70).

### Q: Why did the EB14 products change from a five year warranty to a one year warranty?

A: All accessories now fall under a common warranty which is: "period of ONE (1) YEAR from the date of original purchase." In some cases, the warranty may be longer if the length of the warranty extended to Cree by a third party manufacturer is longer than one year.

### Q: Is the 10-year limited warranty retroactive?

A: No, this warranty is effective for purchases of product on or after the effective date listed in the revised warranty. Please visit [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for detailed information.

If there are any further questions, please contact [lightingmarketing@cree.com](mailto:lightingmarketing@cree.com).

Cree, Inc.

[www.cree.com/lighting](http://www.cree.com/lighting)

© 2013 Cree, Inc. and/or one of its subsidiaries. All rights reserved. For informational purposes only. See [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for warranty terms. Cree®, the Cree logo, TrueWhite®, BetaLED®, and Essentia®, are registered trademarks and LRP-38™, LBR-30™, LR24™ and CR150™ are trademarks of Cree, Inc. or one of its subsidiaries. M0040\_A





**LIMITED WARRANTY FOR COLORFAST DELTAGUARD® FINISH ON CREE® LED LIGHTING FIXTURES AND ON CREE® POLES, CREE® TENONS AND CREE® POLE MOUNTS**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the Colorfast DeltaGuard® finish for the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Colorfast DeltaGuard® finish for the Product, when delivered in new condition and in its original packaging, will be free of cracking, peeling, excessive fading and corrosion defects for a period of **TEN (10) YEARS FOR CREE® LED LIGHTING FIXTURES (ONE (1) YEAR FOR CUSTOM COLORS)** and **SEVEN (7) YEARS FOR CREE® POLES, CREE® TENONS AND CREE® POLE MOUNTS (ONE (1) YEAR FOR CUSTOM COLORS)** from the date of original purchase. The determination of whether the Colorfast DeltaGuard® finish for the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product.

If Seller determines the Colorfast DeltaGuard® finish for the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty does not apply to loss or damage to the Colorfast DeltaGuard® finish for the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to the Colorfast DeltaGuard® finish for Cree® LED lighting fixtures and Cree® poles, Cree® tenons and Cree® pole mounts. Any warranties applicable to other lighting products of Seller can be found at [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty).

**THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.**

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: May 1, 2014



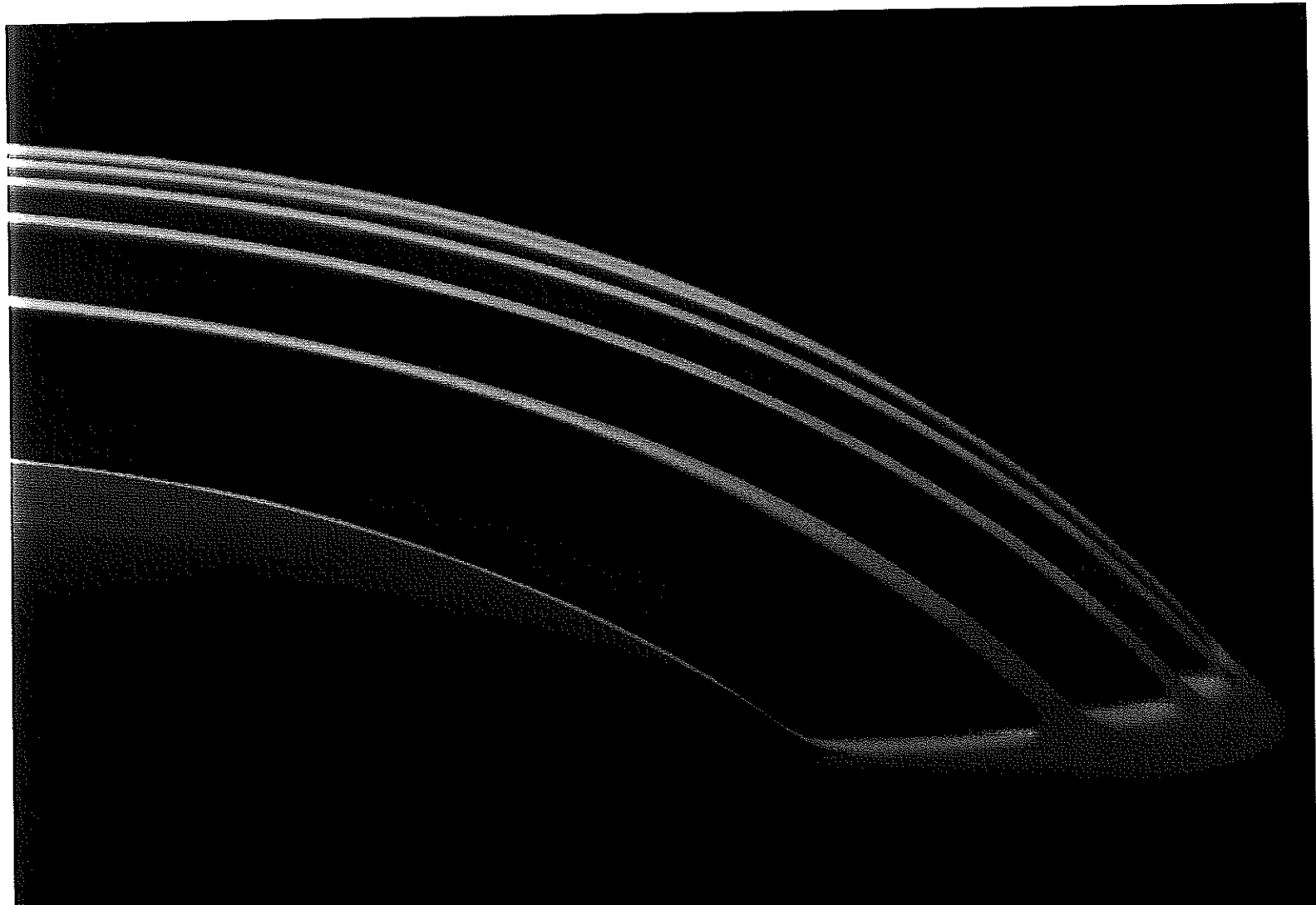


XSP Series  
LED Street Lights





XSP Series LED Street Light  
Setting a new bar for price and performance.



FAST

**Payback**

With up to double the lumens per dollar compared to previous generations of LED street lights and close to 50% energy cost savings over traditional technologies, the XSP Series can pay for itself as early as the first time a city avoids sending a crew and truck to replace a lamp.

OPTIMIZED

**Design**

The XSP Series delivers incredible efficacy of up to 100 lumens per watt and up to double the lumens-per-dollar of previous generations of LED street lights without sacrificing application performance.

UNRIVALED

**Longevity**

State-of-the-art flow through heat sink technology delivers years of near maintenance-free performance — expect over three times longer life compared to traditional high-pressure sodium. Ultra-durable DeltaGuard<sup>®</sup> finish complements long-lasting LED technology.

REAL

**Alternative**

Innovations in Cree LED chips and components, optic technology and design, and overall luminaire design make the XSP Series the best of Cree Integrated Technology. The result is better payback, better performance, and better price allowing municipalities to focus their resources where it matters most.



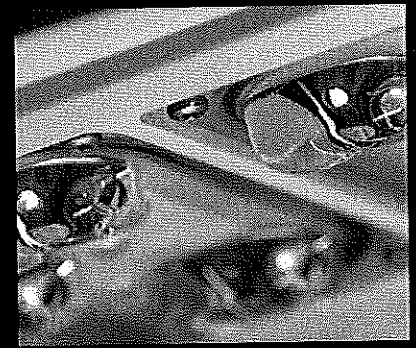
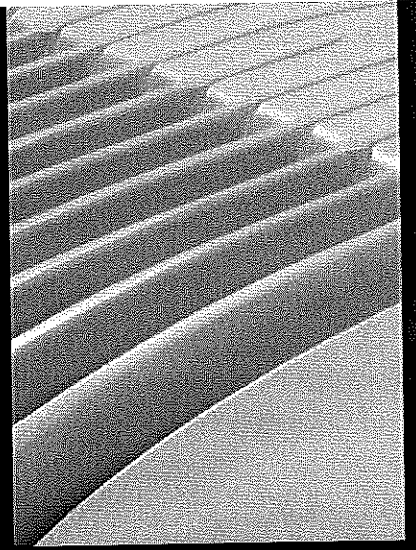
WHY CREE?

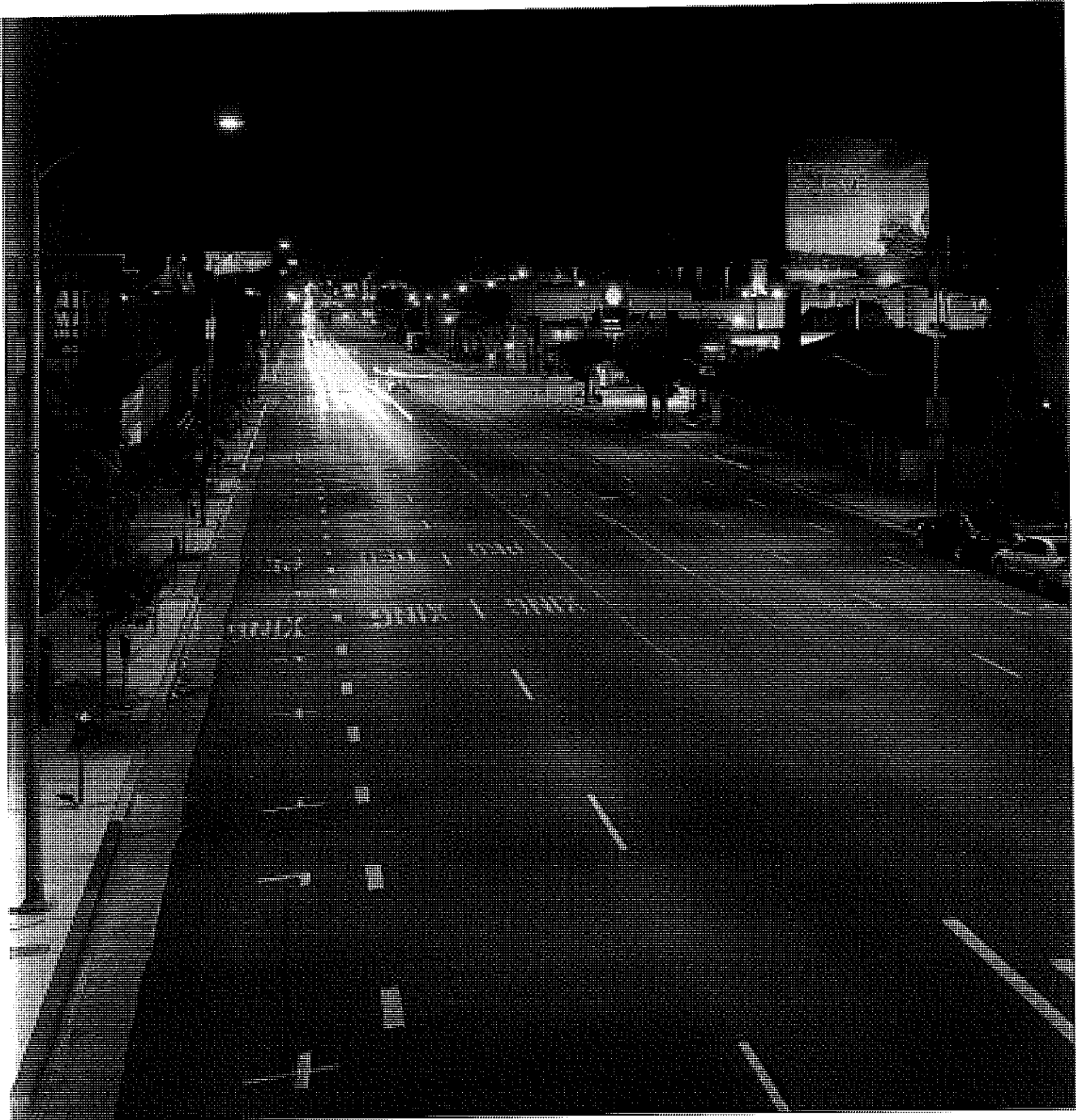
# BREAKTHROUGH TECHNOLOGY. INCREASED PERFORMANCE.

Powered by BetaLED<sup>®</sup> Technology and designed for long  $L_{70}$  lifetime over 100,000 hours, the XSP Series street lights deliver incredible efficacy of up to 100 lumens per watt and up to double the lumens per dollar of previous generations of LED street lights. An ideal replacement for outdated traditional sources, the XSP series can even provide value while replacing high wattage HPS applications. A Total Systems Approach combines the most advanced LED sources, driver technologies, optics and form into each product to offer our most optimized solution yet.

The XSP Series uses a NanoOptic Precision Delivery Grid<sup>™</sup> optic to efficiently deliver light where it matters, cutting energy consumption up to nearly 50%. Years of maintenance-free performance are possible through a state-of-the-art thermal management design that uses an innovative flow through heat sink to draw heat away from LEDs, maximizing performance and longevity. It all adds up to a faster return on investment while delivering clean, white light to help make your community appear beautiful and safe.

 BetaLED<sup>®</sup>  
TECHNOLOGY





The Result:

# The Best Alternative to Traditional Street Lighting

The XSP Series is made possible by innovation in every aspect of the product to deliver outstanding illumination, lasting performance and optimum energy efficiency.

## NANOOPTIC PRECISION DELIVERY GRID OPTIC

### Efficiently deliver light where you need it.

A NanoOptic Precision Delivery Grid optic efficiently delivers light where you need it, not where you don't. Innovation in LED and optical technologies allows the XSP Series to deliver unmatched target efficacy, and the lowest total cost of ownership compared to previous generations of Cree LED street lights.

## HEAT SINK TECHNOLOGY

### Maximize LED lifetime.

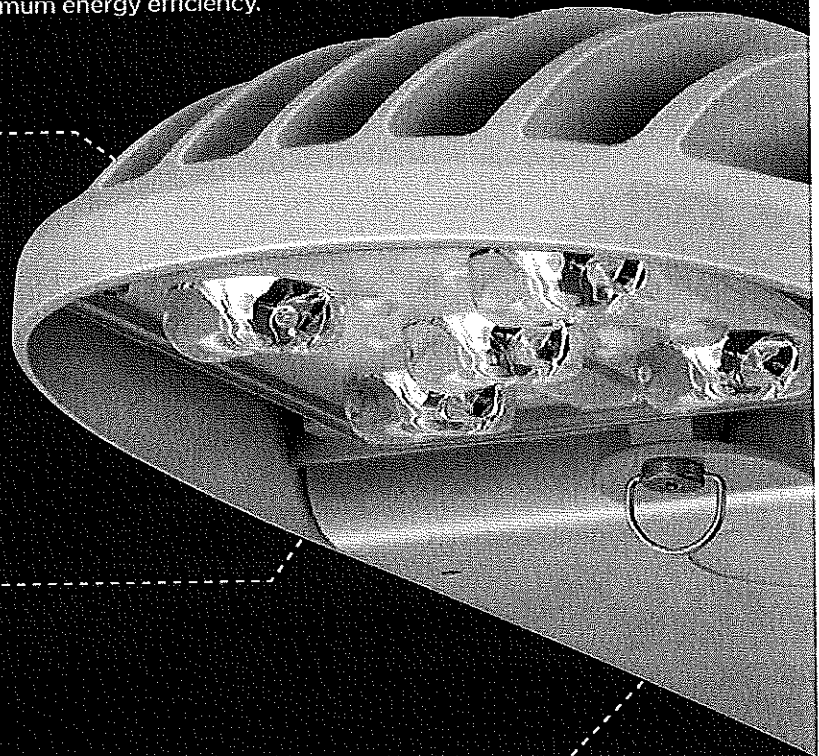
Passive thermal management approach utilizes a flow through heat sink to efficiently draw heat away from the LED chip package, maximizing performance and reliability.



## OCCUPANCY SENSOR

### Save more energy when not in use.

Optional occupancy sensor decreases light levels when no traffic is present saving more energy while providing an immediate light increase when traffic is detected.

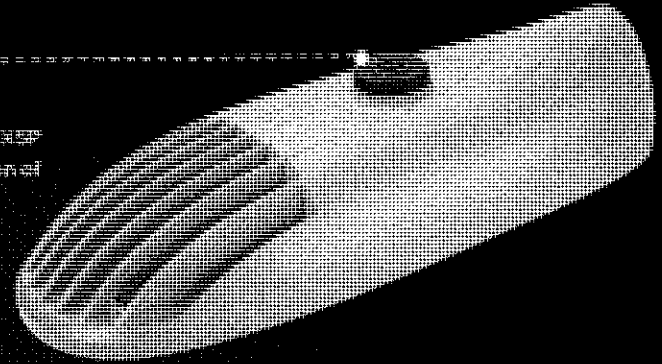




#### Code compliance control.

#### Code compliance control.

A NLMA receptacle can be added to the NSP Series Street Light to allow the installation of a photo-cell sensor in the field.



#### Long lasting protection.

The steel body and grade finish available with an industry-leading 10 year warranty, the NSP Series lighting includes six cleaning stages, eight preservation stages and an epoxy e-coat before the baked on ultra-durable powder is applied.

#### Additional Options

##### ENCLOSED BELL

Factory installed or added in the field, enclosures can meet strict anti-vandal requirements or address local lighting ordinances by limiting the mounting height.

##### ANTI-DEFACEMENT

Birds are prevented from perching on street lights by incorporating spikes on the top of the luminaire.

##### FIELD ADJUSTABLE OUTPUT

From the NSP Series Street Light to the exact needs of a particular location after it's been installed. Plus, a single standard replacement street light can be adjusted to a variety of mounting heights throughout the city.

##### EXTRA BRIGHTNESS CAPABILITY

A partial solution to a city-wide lighting issue, streetlights equipped with extra bright, the NSP Series Street Light can illuminate the surrounding area.

#### Add light level flexibility.

Standard mounting allows either standard or extra bright. The NSP Series and every other part of our lighting line is designed to meet your needs.

# Pays for Itself, Then Pays You!

Designed from the bottom up as a totally optimized LED street light system, the XSP Series delivers incredible efficiency of up to 100 lumens per watt and up to double the lumens per dollar of previous generations of LED street lights without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree achieved better optical control with our NanoOptic® Precision Delivery Grid™ optic than a traditional cobra head luminaire.

Better payback. Better performance. Better price. While other communities are still paying for costly re-lamping of their legacy systems, the Cree® XSP Series will have returned your investment in lower operating expenses. The best alternative to traditional street lighting that pays for itself, then starts paying you.

## PERFORMANCE SUMMARY

### LEDs: Cree® LED SuperFlows

NanoOptic Precision Delivery Grid optic

CRI: Minimum 70 CRI

CCT: 4000K (+/- 300K) Standard, 5700K (+/- 500K)

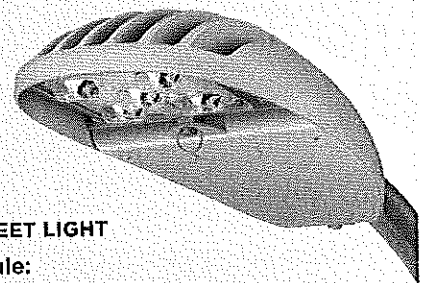
WARRANTY: 10 year limited on luminaire / 10 years on finish<sup>1</sup>

EPA AND FIXTURE WEIGHT: Reference XSP Series spec sheets

Made in the U.S.A. of U.S. and Imported parts

<sup>1</sup>See [www.cree.com/lighting](http://www.cree.com/lighting) for warranty terms.  
Product specifications subject to change at any time.  
Visit [www.cree.com/lighting](http://www.cree.com/lighting) to find the most up-to-date information.

## XSP Series LED STREET LIGHT



### XSP1™ LED STREET LIGHT

#### Standard Module:

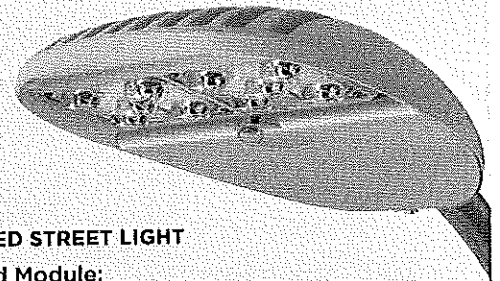
3500 Lumens 53 Watts at 4000K

3850 Lumens 53 Watts at 5700K

#### High Efficacy Module:

4806 Lumens 53 Watts at 4000K

5340 Lumens 53 Watts at 5700K



### XSP2™ LED STREET LIGHT

#### Standard Module:

7000 Lumens 101 Watts at 4000K

7700 Lumens 101 Watts at 5700K

#### High Efficacy Module:

9612 Lumens 101 Watts at 4000K

10680 Lumens 101 Watts at 5700K

### XSP2L™ LED STREET LIGHT

13,428 Lumens 168 Watts at 4000K

14,535 Lumens 168 Watts at 5700K

### NANO OPTIC PRECISION DELIVERY GRID OPTICS

A NanoOptic Precision Delivery Grid optic efficiently delivers light where you need it, not where you don't. Cree innovation in LED and optic technologies created multiple efficiency improvements over previous generations of Cree LED street lights. The XSP Series delivers up to double the lumens per dollar of previous generations of street lights without sacrificing performance. Plus, communities can appear cleaner and safer with uniform, white light.

### RUGGED DELTAGUARD<sup>®</sup> FINISH

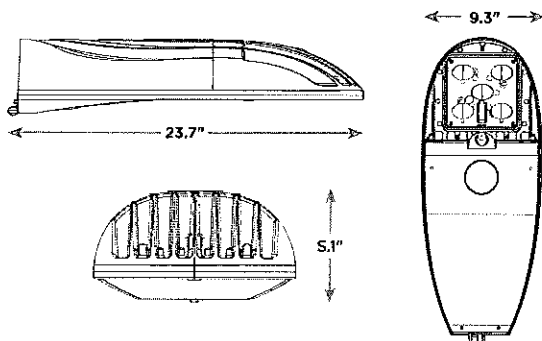
The die-cast aluminum housing is protected with DeltaGuard<sup>®</sup>, the finest industrial grade finish available. Exclusive to all Cree products, the XSP Series finish carries an industry-leading ten-year warranty. Each product follows an immersion process that includes six cleaning stage, eight pre-treatment stages, and an epoxy e-coat before the topcoat is applied. The baked-on, ultra-durable powder topcoat is the last stop to a truly outstanding finish to match a long-lasting LED street light.

### CREE INTEGRATED TECHNOLOGY

A giant leap forward, the XSP Series is only made possible by innovation in every aspect of the product. Capitalizing on innovations in Cree LED chips and components, optic technology and design, and overall luminaire design, the XSP Series street light exemplifies the best of Cree Integrated Technology. The result is the best alternative to traditional street lighting.

### XSP1<sup>™</sup> LED STREET LIGHT

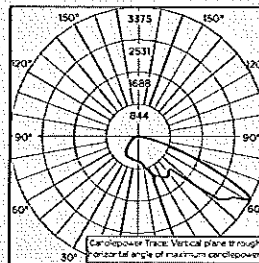
Dimensions: L 23.7" x W 9.3" x H 5.1"



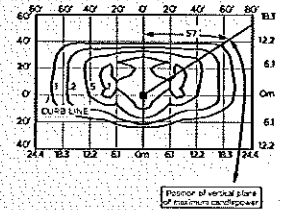
### PHOTOMETRY

#### XSP1<sup>™</sup>

##### Type II

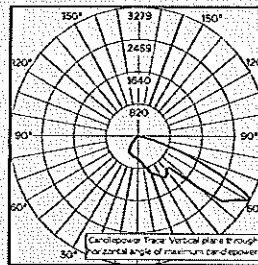


ITL Test Report #: 72723  
BXSPA\*21A-U  
Initial Delivered Lumens: 3,954

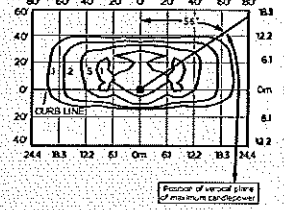


BXSPA\*2GA-U  
Mounting Height: 25' (7.6m)  
Initial Delivered Lumens: 4,806  
Initial FC at grade

##### Type II w/Backlight Shield



ITL Test Report #: 72722  
BXSPA\*G1A-U  
Initial Delivered Lumens: 3,427

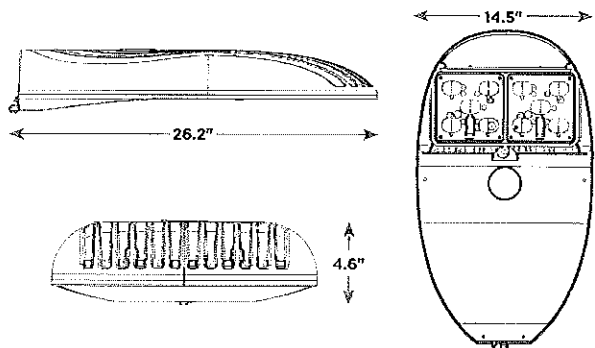


BXSPA\*GGA-U  
Mounting Height: 25' (7.6m)  
Initial Delivered Lumens: 4,209  
Initial FC at grade

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory.

### XSP2<sup>™</sup> / XSP2L<sup>™</sup> LED STREET LIGHTS

Dimensions: L 26.2" x W 14.5" x H 4.6"





## America's Leading Innovator of LED Lighting

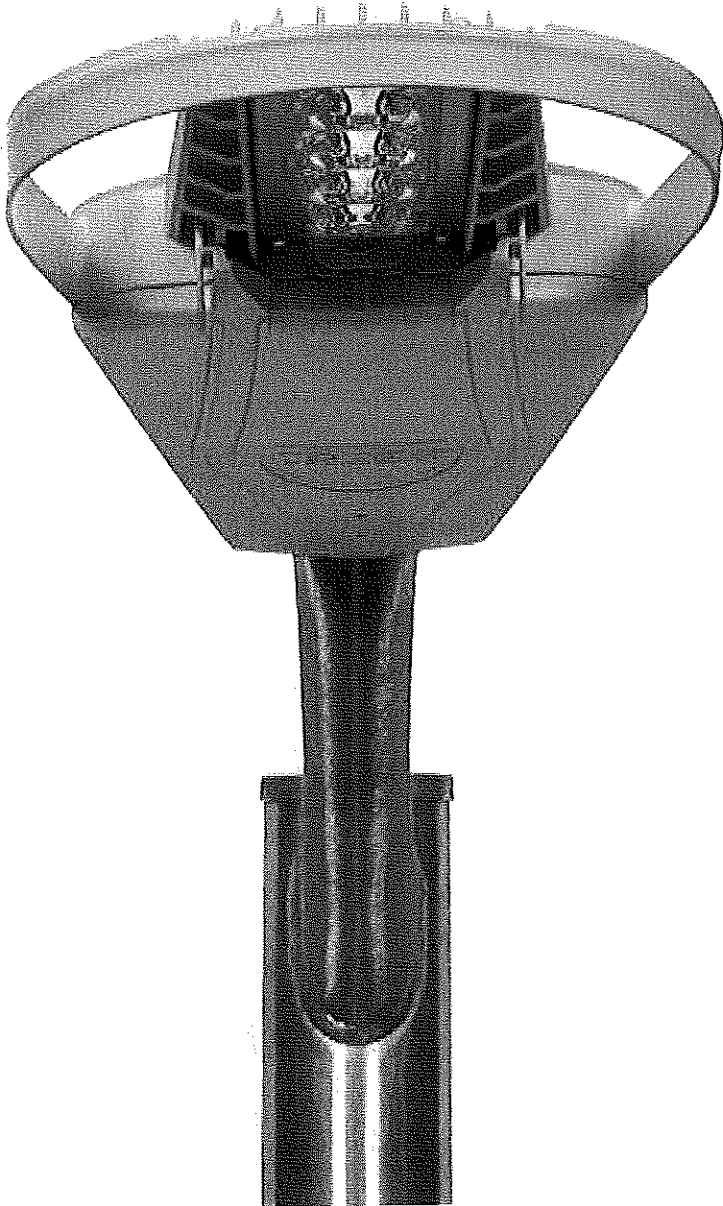
Built on innovative thinking and revolutionary technology, the XSP Series reflects America's pioneering spirit. How fitting, then, that it was designed and assembled right here in the USA by Cree, America's leading innovator of LED lighting. Invented here to illuminate streets everywhere—how many street lights can say that?

### Join the LED Lighting Revolution.

Learn more at [www.cree.com/XSP](http://www.cree.com/XSP)

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# XSPR™ BXSPRA02

XSP Series LED Street Light – Horizontal Tenon Mount – Type II

## Product Description

Designed from the ground up as a totally optimized LED street light system, the XSP Series delivers incredible efficiency without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree achieves better optical control with our NanoOptic® Precision Delivery Grid™ optic than a traditional cobra head luminaire. The Cree XSP Series LED Street Light is the best alternative for traditional street lighting with better payback and better performance.

## Performance Summary

Utilizes BetaLED® Technology

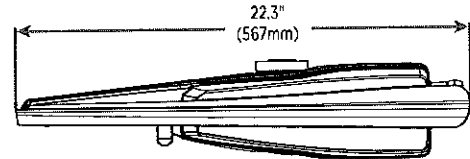
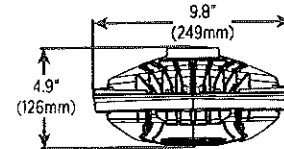
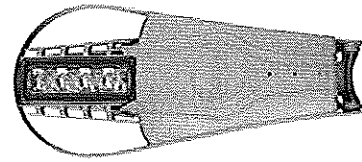
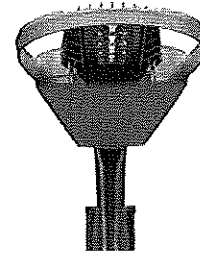
NanoOptic® Precision Delivery Grid™ optic

Made in the U.S.A. of U.S. and imported parts

CRI: Minimum 70 CRI

CCT: 4000K (+ / - 300K), 5700K (+ / - 500K)

Limited Warranty\*: 10 years on luminaire / 10 years on Colorfast DeltaGuard® finish



## Ordering Information

Example: BXSPRA02FC-US-OPTIONS

Product	Version	Mounting	Optic	Module	Input Power Designator	Region	Voltage	Color	Options
BXSPR	A	O Horizontal Tenon	2 Type II	F Module 4000K M Module 5700K	C 42W G 25W	- US * Canada	U Universal 120-277V	S Silver	<b>Y 0-10V Dimming</b> - Control by others - Available with Input Power Designator C only <b>N Utility Label and NEMA Photocell Receptacle</b> <b>R NEMA Photocell Receptacle</b> - Photocell by others <b>U Utility</b> - Label per ANSI C136.15 - Includes exterior wattage label that indicates the maximum available wattage of the luminaire

\* See [www.cree.com/lighting/products/warranty](http://www.cree.com/lighting/products/warranty) for warranty terms.



US: [www.cree.com/lighting](http://www.cree.com/lighting)

T (800) 236-6800 F (262) 504-5415

Rev. Date: 08/05/13



Canada: [www.cree.com/canada](http://www.cree.com/canada) T (800) 473-1234 F (800) 890-7507

**Product Specifications**

**CONSTRUCTION & MATERIALS**

- Die cast aluminum housing w/ UV stabilized polymeric door for long weathering and reliability
- Tool-less entry
- Mounts on 1.25" IP, 1.66" (42mm) O.D. or 2" IP, 2.375" (60mm) O.D. horizontal tenon (minimum 8" [203mm] in length) and is adjustable +/- 5° to allow for fixture leveling
- Exclusive Colorfast DeltaGuard™ finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Standard is silver

**ELECTRICAL SYSTEM**

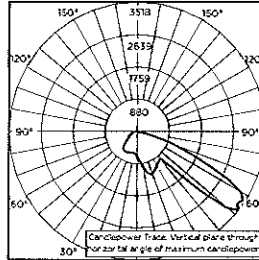
- **Input Voltage:** 120-277V, 50 / 60Hz
- Class 2 output
- **Power Factor:** > 0.9 at full load
- **Total Harmonic Distortion:** < 20% at full load
- Integral 10kV surge suppression protection standard
- To address inrush current, slow blow fuse or type C / D breaker should be used

**REGULATORY & VOLUNTARY QUALIFICATIONS**

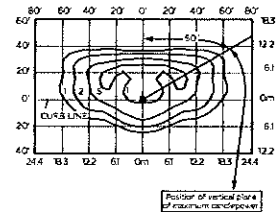
- cULus Listed
- Suitable for wet locations
- Product qualified on the DesignLights Consortium ("DLC") Qualified Products List ("QPL")
- Pending certification to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- Pending CALTrans 611 Vibration testing
- 10kV surge suppression protection tested in accordance with IEEE / ANSI C62.41.2
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA

**Photometry**

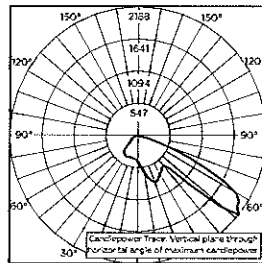
All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory.



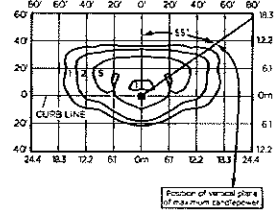
CESTL Test Report #: 2013-0151  
BXSPRA\*2FC-U  
Initial Delivered Lumens: 3,759



BXSPRA\*2FC-U  
Mounting Height: 25' (7.6m)  
Initial Delivered Lumens: 3,819  
Initial FC at grade



CESTL Test Report #: 2013-0154  
BXSPRA\*2FG-U  
Initial Delivered Lumens: 2,480



BXSPRA\*2FG-U  
Mounting Height: 25' (7.6m)  
Initial Delivered Lumens: 2,529  
Initial FC at grade

**EPA and Weight**

Weight	EPA				
	1	2@180	2@90	3@90	4@90
13.9 lbs (6.3kg)	0.57	1.14	0.85	1.42	1.56

**Lumen Output, Electrical, and Lumen Maintenance Data**

Input Power Designator	Type II Distribution									
	5700K		4000K		System Watts 120-277V Nominal	TOTAL CURRENT				50K Hours Calculated Lumen Maintenance Factor @ 15°C (59°F)**
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11		120V	208V	240V	277V	
C	4,109	B1 U0 G1	3,819	B1 U0 G1	42	0.34	0.20	0.18	0.16	92%
G	2,722	B1 U0 G1	2,529	B1 U0 G1	25	0.21	0.12	0.10	0.10	93%

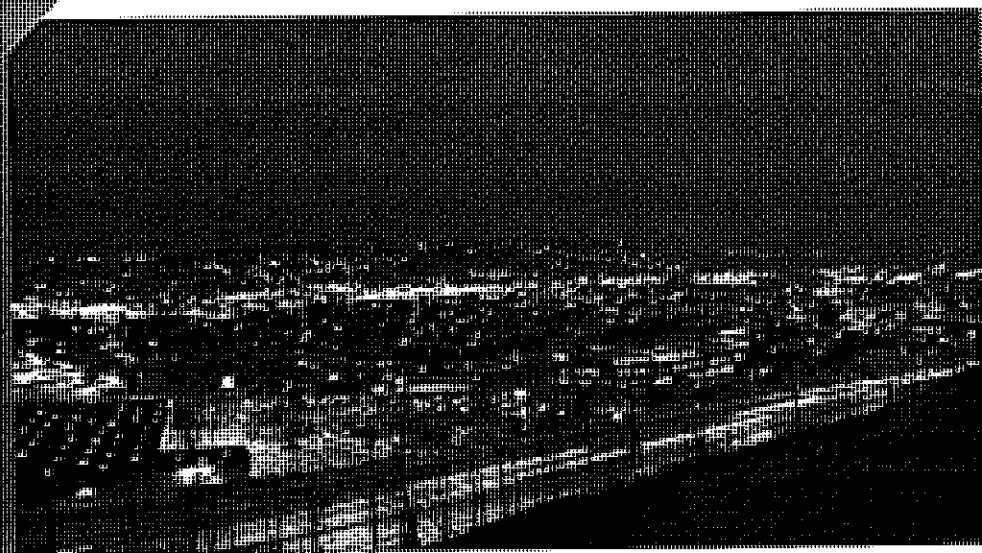
\* Actual production yield may vary between -4 and +10% of initial delivered lumens.  
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf). Valid with no tilt.  
\*\*\* For recommended lumen maintenance factor data see TD-15, Calculated L70 based on 6,000 hours LM-80-09 testing > 100,000 hours.



# East Hartford, CT

Recommended Energy  
Performance Contracting  
Scope of Work – Street Lights  
and Emergency Generation

June 15, 2014



**AMERESCO**   
Green • Clean • Sustainable





## Company Overview

- **One of the Largest Independent Energy Services Company in North America**
- **Full Service Energy Service Company**
  - Energy Efficiency
  - Renewable Energy Generation
  - Energy Supply Management
- **Over \$5b in Energy Solutions Designed and Constructed w/Over \$1b Currently In Development**
- **Active and Growing CT Project Portfolio**
- **First NAESCO Accredited Energy Services Provider**



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## Ameresco's Core Benefits

- **Independent and Unbiased - No Competing Agendas**
  - Technology/Vendor-Neutral: Unaffiliated with any Product or Service
  - Fuel-Neutral: Unaffiliated with Any Utility
  - Financially Neutral: Not obligated to a Larger Parent Company
- **Full-Service Team and In-House Capabilities to Self-Perform Project Development and Construction Management**
- **Locally Headquartered and Staffed – Framingham, MA, Middletown, CT, Melville, NY, and Newburgh, NY**
- **State of CT Prequalified QESP**
- **Most Comprehensive Project at Greatest Value**



# Overview of Project Offering

- Retrofit of 4,999 HPS lamps to LED
- Retrofit 174 exterior lamps to LED
- Streetlight Maintenance Program
- Emergency Generators -- HS, MS, Portable and Housing Authority
- First Block of Downtown Light Poles
- Balance of Community Center Lighting

Town of East Hartford, CT	
Comprehensive Project Size	\$ 4,170,735
Estimated Incentives	\$ 462,987
Net Project Costs	\$ 3,707,748
Annual Guaranteed Savings (Year 1)	\$ 331,836
% of Baseline	60.73%
Repayment Term	15.0 yrs
Estimated Tax Exempt Rate	2.97%
Total Savings Over Term	\$ 4,844,363
Net Cash Flow over Term	\$ 151,992

Ecm #	ECM Name	Annual kW	Total kWh	Energy Savings	O&M Savings	Total Project Savings	Total Project Costs	SPB
1	Street Lighting Upgrades	-	1,499,673	\$ 177,111	\$ 120,000	\$ 297,111	\$ 1,893,507	6.37
2	Downtown Lighting Upgrades	-	38,085	\$ 4,498	\$ -	\$ 4,498	\$ 1,059,680	235.60
3	Community Center Lighting Upgrades	64	13,600	\$ 2,187	\$ -	\$ 2,187	\$ 37,526	17.16
4	High School Emergency Generator	-	-	\$ -	\$ -	\$ -	\$ 399,322	-
5	Middle School Emergency Generator	-	-	\$ -	\$ -	\$ -	\$ 303,118	-
6	Sunset Ridge/Hockanum Elementary Emergency Generator	-	-	\$ -	\$ -	\$ -	\$ 268,472	-
7	Housing Authority Community Center Emergency Generator	-	-	\$ -	\$ -	\$ -	\$ 99,275	-
8	Exterior Lighting Upgrades	-	114,262	\$ 18,374	\$ -	\$ 18,374	\$ 109,835	5.98
		64	1,665,620	\$ 202,171	\$ 120,000	\$ 322,171	\$ 4,170,735	12.95

# Overview of Project Offering

## Town of East Hartford, CT - Pro-Forma

Initial Project Costs:	
Implementation costs	\$ 4,170,735
<b>Total Initial Project Costs</b>	<b>\$ 4,170,735</b>
<b>Net Project Costs after rebates</b>	<b>\$ 4,170,735</b>

Financial Assumptions:	
Term of Project (yrs)	15.0 yrs
Term of Financing (yrs)	14.5 yrs
Estimated Financing Rate	2.97%
Payments per year (frequency)	2
Discount Rate	2.97%
Average Energy escalation rate (annual)	3.00%
<b>Project Simple Payback</b>	<b>12.95</b>

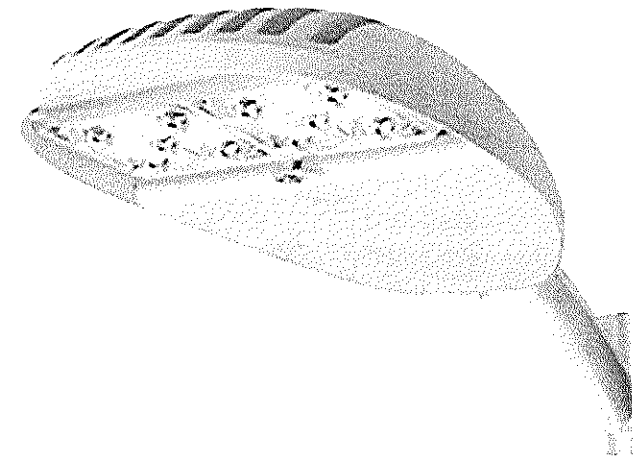
Pro-forma	Initial Values	Year										Totals
		1	2	3	4	5	6	7	8	9	10	
1 Annual energy cost savings	\$ 202,171	\$ 208,236	\$ 214,483	\$ 220,917	\$ 227,545	\$ 234,371	\$ 241,402	\$ 248,644	\$ 256,104	\$ 263,787	\$ 271,700	\$ 2,387,190
2 O&M Savings (Year 1 includes utility incentives)	\$ 120,000	\$ 586,587	\$ 127,308	\$ 131,127	\$ 135,061	\$ 139,113	\$ 143,286	\$ 147,585	\$ 152,012	\$ 156,573	\$ 161,270	\$ 1,879,923
3 Total Project Savings	\$ 322,171	\$ 794,823	\$ 341,791	\$ 352,045	\$ 362,606	\$ 373,484	\$ 384,689	\$ 396,229	\$ 408,116	\$ 420,360	\$ 432,970	\$ 4,267,113
4 Payments for financing equipment		\$ 733,698	\$ 278,832	\$ 287,197	\$ 295,813	\$ 304,688	\$ 313,828	\$ 323,243	\$ 332,941	\$ 342,929	\$ 353,217	\$ 3,566,387
5 Payments for Ongoing Services	\$ -	\$ 61,125	\$ 62,959	\$ 64,848	\$ 66,793	\$ 68,797	\$ 70,861	\$ 72,986	\$ 75,176	\$ 77,431	\$ 79,754	\$ 700,730
6 Net annual benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7 Cumulative cash flow	\$ 300,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Net Present Value of cash flow	\$ 194,027											
9 Interest Rate	2.97%											
10 Discount Rate	2.97%											

Line #	11	12	13	14	15	Totals
1	\$ 279,851	\$ 288,247	\$ 296,894	\$ 305,801	\$ 314,975	\$ 3,872,959
2	\$ 166,108	\$ 171,091	\$ 176,224	\$ 181,511	\$ 186,956	\$ 2,761,813
3	\$ 445,960	\$ 459,338	\$ 473,118	\$ 487,312	\$ 501,931	\$ 6,634,772
4	\$ 363,813	\$ 374,728	\$ 385,969	\$ 397,548	\$ 408,504	\$ 5,196,949
5	\$ 82,147	\$ 84,611	\$ 87,150	\$ 89,764	\$ 92,457	\$ 1,136,859
6	\$ -	\$ -	\$ -	\$ -	\$ 300,970	\$ 300,970
7	\$ -	\$ -	\$ -	\$ -	\$ 300,970	
8						
9						
10						

Notes:

- 1 This Proforma Cash Flow reflects an estimated tax exempt lease rate of 2.97%. The actual rate will increase or decrease based on market conditions and customer credit rating at the time of lease funding.
- 2 Savings are based on current utility rate structures and usage information provided for purposes of this project.
- 3 Year 1 O&M savings includes estimated incentives equal to \$462,987

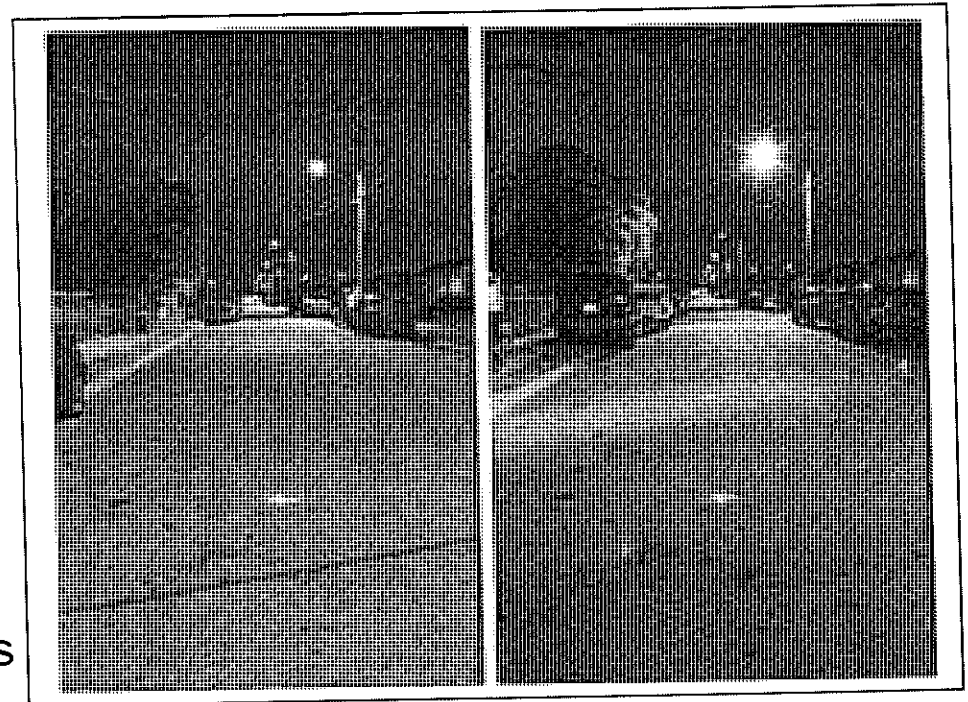
- Retrofit entire streetlight inventory
  - Immediate replacement of failed lamps
  - Systematic community wide replacement
- On-Going Maintenance Program
  - Failures and Warranty issues
  - Outages / Damages
  - Vehicle to address knock downs
- Engaged major Nationally recognized manufacturer
  - Cree XSP Products were specified
  - USA Based MFG
- All specified products include 10-year manufacturer warranty



# Benefits of Moving to LED Technology

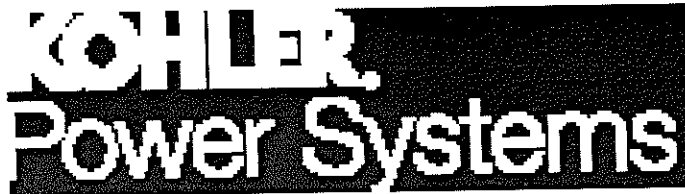
7

- Longer-Lasting
  - Perform twice (or more) as long as older lamps
  - Fewer Replacements
  - Reduced O&M burden
- More Energy Efficient
  - Uses less energy
  - Savings driver for other projects
  - Instant light output
- Enhanced Light Output
  - Preference for “white” light
  - More evenly distributed
  - Truer visual representation of colors
  - Less light “Trespass” / More control

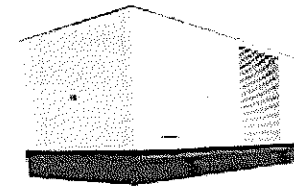


# Permanent Emergency Generation

8



**KOHLER**  
Power Systems

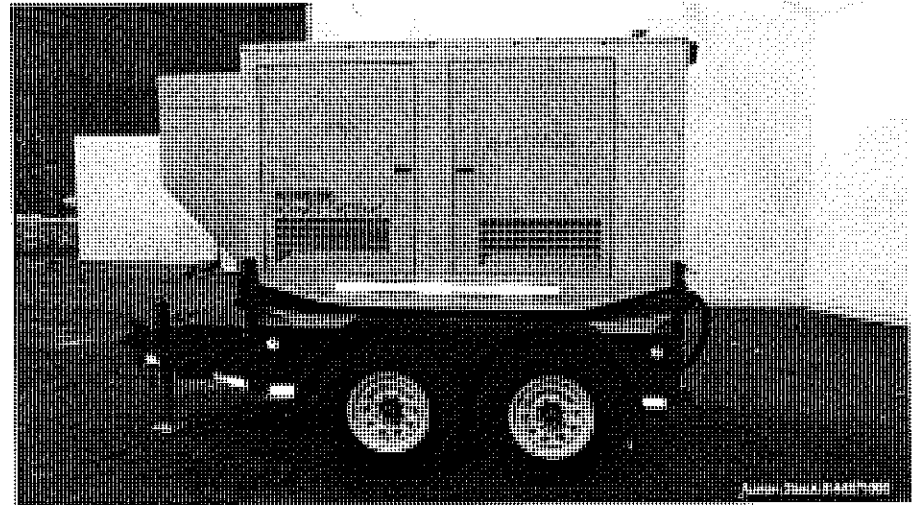


Location	Size	Model	Comments
High School	500kW	Kohler 500REOZJB	500kW is more cost effective for application and powers entire school
Middle School	250kW	Kohler 250REOZJB	Sized appropriately and engages Automatic Transfer during event
Housing Authority	60kW	Kohler 60REOZJD	Sized appropriately and engages Automatic Transfer during event

# Portable Emergency Generation

Locations Served	Size	Model	Comments
Hockanum Elementary and Sunset Ridge Elementary	150kW	Kohler 150REOZT	<ul style="list-style-type: none"><li>• Sized to Match Loads</li><li>• Compatible w/Town hitches</li><li>• Includes Connections</li></ul>

**KOHLER**  
Power Systems







- Leverages energy savings to initiate downtown streetscape program
- First Block of Town owned Downtown Light Poles – Approx. 48
- Along Main Street from Railroad Bridge to St. Francis Care
- Consistent with overall future streetscape program and related fixtures

Thank You

Jim Daylor

Senior Account Executive

111 Speen Street - Suite 410

Framingham, MA 01701

Office: (508) 598-3035

[jdaylor@ameresco.com](mailto:jdaylor@ameresco.com)




[ameresco.com](http://ameresco.com)

**AMERESCO**   
Green • Clean • Sustainable



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

Date: July 31, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: APPOINTMENTS- Boards and Commissions

---

The following name was submitted by the East Hartford Republican Town Chairman for appointment to the Boards and Commissions.

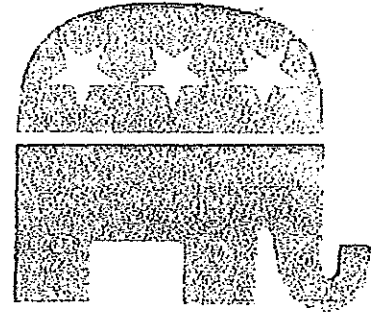
### COMMISSION ON AGING

R Marie Carlson 59 Brentmoor Road 12/16

Please place this item on the Town Council agenda for the August 5, 2014 meeting.

Thank you.

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



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

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

Republican Town Committee Chairman,

-Please print and complete the following information in full-

1. MARIE CARLSON  
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 59 BRENTMOOR ROAD  
Street Address Zip Code

3. PARTY AFFILIATION  REPUBLICAN  UNAFFILIATED  OTHER

4. 860-589-0166  
Home Phone

5. \_\_\_\_\_  
Cell Phone

6. \_\_\_\_\_  
Personal e-mail address

7. RETIRED LIBRARIAN  
Occupation

8. \_\_\_\_\_  
Employer

9. \_\_\_\_\_  
Employer/Work Address

10. \_\_\_\_\_  
Work Phone

11. MASTER'S IN LIBRARY SCIENCE  
Formal Education Level Achieved

12. \_\_\_\_\_  
Ethnicity (Optional)

13. 43  
Years as E. Htfd. Resident

14. AGING  
Name of Board or Commission you would like to serve on OUR BOYS & GIRLS CLUBS & BOY SCOUTS

15. HISTORICAL SOCIETY; FAITH LUTHERAN CHURCH; EAM SOUP KITCHEN  
\*Community based activities and/or civic/volunteer organizations activities you have participated in

16. I'M OLD! I'M INTERESTED IN TOWN ACTIVITY, SERVICES FOR ELDERLY.  
\*Your reason for being interested in serving our Town in this capacity

17. I OFTEN ATTENDED COMMISSION WITH MY <sup>NOW</sup> DECEASED HUSBAND  
\*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Marie Carlson  
YOUR SIGNATURE

7-21-2014  
DATE

THIS SPACE FOR USE BY REPUBLICAN TOWN COMMITTEE

Submitted for consideration by Town Committee Member \_\_\_\_\_  
 Voter Registration Information Certified by Voter Registrar \_\_\_\_\_  
 At a duly called meeting of the E. Htfd. Republican Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the: Commission on Aging  
 Republican Town Committee Secretary \_\_\_\_\_ Date 7-21-2014

**EAST HARTFORD REPUBLICAN TOWN COMMITTEE**

505 Burnside Ave (C14), East Hartford CT 06108

860/983-4104

email: [jackwjacobs@sbcglobal.net](mailto:jackwjacobs@sbcglobal.net)

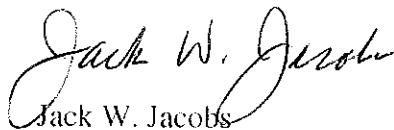
HON MARCIA LECLERC  
MAYOR OF EAST HARTFORD  
740 MAIN ST  
EAST HARTFORD CT 06108

July 28, 2014

Dear Mayor Leclerc:

The EHRTC recommends Marie Carlson of 59 Brentmoor Road (860 569-0166) to fill the seat on the Commission on Aging which was held by Ed Carlson.

Sincerely yours,



Jack W. Jacobs  
Chair, EHRTC

cc: Robert J. Pasek, Town Clerk  
Debra Gaudette Chair

RESOLUTION APPROPRIATING \$15,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sum of \$15,000,000 is appropriated by the Town of East Hartford, Connecticut (the "Town") for the planning, design, construction and reconstruction of Town roads and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements, and for administrative, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$15,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and the Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denominations of \$1,000, or any whole multiple in excess thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

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

Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and

each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

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

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

Section 7. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid of any Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others.

I HEREBY APPROVE the above action taken by the Town Council on \_\_\_\_\_, 2014 appropriating \$15,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MARCIA A. LECLERC, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## Proposed East Harford 2014 Road Improvement Bond

## 2015 &amp; 2016 Construction Based on \$15 Million Funding

NAME	FROM	TO	LENGTH	WIDTH	AREA	2009 PCI	PROJECTED 2014 PCI
ANITA DR	FOREST LN	DEAD END	1,772	30	53,160	69	55
BLUEBERRY LN	FOREST ST	CUL DE SAC	532	23	14,927	57	45
BEECH ST	COLUMBUS ST	LAUREL ST	284	26	7,384	73	59
BRENTMOOR RD	SILVER LN	BRENTWOOD RD (LOOP)	3,697	30	110,910	56	45
BURNBROOK RD	OAK ST	OAK ST	1,777	30	53,310	44	37
CAVAN RD	OAK ST	OAK ST	1,304	30	39,120	36	32
CLEMENT RD #1	SILVER LN	812' N OF SILVER LN	812	30	24,360	44	37
CLEMENT RD #1	812' N OF SILVER LN	24' W OF ECHO LN	712	30	21,360	45	37
COLUMBUS CIR	COLUMBUS ST	LAUREL ST	1353	29	39237	61	48
COLUMBUS CIRR EXT	COLUMBUS ST	CUL DE SAC	393	26	12966	68	54
COLUMBUS ST	116' N OF BEECH ST	COLUMBUS CIR	620	30	18600	47	38
COLUMBUS ST	PARK AVE	116' N OF BEECH ST	804	26	20904	61	48
CUMBERLAND DR	SIMMONS RD	GOULD DR	660	30	19800	44	37
DEAN DR	FOREST ST	DE PIETRO DR	505	30	15,150	48	39
DEPIETRO DR	PATRICIA DR	FOREST LN	761	30	22,830	46	38
DONNA LN	BRENTMOOR RD	CUL DE SAC	560	30	21650	79	65
DOROTHY RD	FOREST ST	LYDALL RD	540	30	16200	51	41
EARL ST	MELROSE ST	GARDEN ST	344	25	8600	71	57
ECHO LN	CLEMENT RD	CUL DE SAC	420	30	16835	65	52
ELEANOR RD	LYDALL RD	DOROTHY RD	695	30	20850	63	50
FAIRFIELD ST	LAUREL ST	GARDEN ST	814	25	20350	67	53
FORBES ST	FOREST ST	MARGERY DR	2,962	33	97,746	85	
FORBES ST	MARGERY DR	SILVER LN	3,629	33	119,757	86	69
FOREST LN	FOREST ST	CUL DE SAC	929	30	30,494	50	40
GARDEN ST	FAIRFIELD ST	PARK AVE	1044	26	27144	63	50
GOLD ST	SILVER LN	CLEMENT RD	1002	30	30060	47	38
GOULD CIR	GOULD DR	DEAD END	185	18	3330	55	45
GOULD DR	SIMMONS RD	CUL DE SAC	1050	30	34622	48	39
HILLSIDE ST	ROBERTS ST	2000' N OF ROBERTS ST	2,000	40	80,000	87	72
HILLSIDE ST	2000' N OF ROBERTS ST	BURNSIDE AV	1,218	40	48,720	88	73
LAUREL ST	COLUMBUS CIR	FAIRFIELD ST	311	25	7775	54	43
LAUREL ST	FAIRFIELD ST	PARK AV	913	25	22825	67	53



LYDALL RD	FOREST ST	FOREST ST	2273	30	68190	51	41
MELROSE ST	PARK AVE	FAIRFIELD ST	1047	30	31410	67	53
NORTHFIELD DR	ANITA DR	ANITA DR	1,156	30	34,680	46	38
PATRICIA DR	FOREST ST	DE PIETRO DR	500	29	14,500	60	48
SHANNON RD	OAK ST	SILVER LN	1,441	30	43,230	43	36
TIMROD TR	FOREST ST	ANITA DR	760	30	22,800	70	56
			41,779	8 miles			48

OFFICE OF THE  
TOWN COUNCIL

**TOWN OF EAST HARTFORD**

740 Main Street  
East Hartford, Connecticut 06108

*Robert J. Poole*

2014 JUL 31 (860) 291-7389

TOWN TAX (860) 291-7389  
EAST HARTFORD

DATE: July 31, 2014  
TO: Town Council  
FROM: Rich Kehoe  
Town Council Chair  
RE: **Tuesday, August 5, 2014 7:00 P.M. Town Council Chambers**

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

**Tuesday, August 5, 2014**

**7:00 p.m.**

**Town Council Chamber**

The purpose of the meeting is to hear public comment on the following proposed bond resolution:

**RESOLUTION APPROPRIATING \$15,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE**

cc: Mayor Leclerc  
Michael Walsh, Finance Director  
Tim Bockus, Director, Public Works

*Robert J. Paek*

OFFICE OF THE  
TOWN COUNCIL

# TOWN OF EAST HARTFORD

740 Main Street  
East Hartford, Connecticut 06108

2014 JUL 22 A 9:15  
(860) 291-7208  
TOWN CLERK FAX (860) 291-7389  
EAST HARTFORD

July 22, 2014

Please publish the following legal ad in **Zone 4** of the **Tuesday, July 29, 2014** edition of the Hartford Courant. Please bill the East Hartford Town Council.

=====  
The Town Council of the Town of East Hartford will meet in the Council Chambers on **Tuesday, August 5, 2014 at 7:00 p.m.** for the purpose of holding a public hearing on the following proposed bond resolution:

**RESOLUTION APPROPRIATING \$15,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE**

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

Angela Attenello  
Town Council Clerk

7-29-14

<p align="center"><b>NOTICE</b></p> <p>The Town Council of the Town of East Hartford will meet in the Council Chambers on Tuesday, August 5, 2014 at 7:00 p.m. for the purpose of holding a public hearing on the following proposed bond resolution:</p> <p><b>RESOLUTION APPROPRIATING \$15,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE</b></p> <p>Copies of said resolution is on file and open to public inspection at the office of the Town Clerk and the Town Council.</p> <p>Angela Attenello Town Council Clerk</p>
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