

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
JANUARY 4, 2022

6:45 P.M. Executive Session

=====

**This Town Council meeting is accessible through "Microsoft Teams" 929-235-8441
Conference ID: 591 167 186 # or click on this link: [Click here to join the meeting](#)**

This meeting can be viewed through Comcast channel 96 and 1090 and Frontier channel 6018
or by clicking on <https://ehct.viebit.com>

Pledge of Allegiance

Appointment of Harrison O. Amadasun, Jr., Town Councillor

Appointment of Jason Marshal, Town Council Clerk

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. December 14, 2021 Executive Session
 - B. December 14, 2021 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. 2021-2023 Committee Assignments
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Opt-Out of Public Act 21-29 re: Accessory Dwelling Units
 - B. Tax Lien Sale and Bid Waiver – 109 Prospect Street
 - C. Setting a Public Hearing Date of February 1, 2022 @ 7:00pm in Council Chambers re:
 1. The Sale of a 1' wide Strip of Land along Congress Street to Governor Street Partners LLC; and
 2. The Sale of 550-560 Burnside Avenue to Habitat for Humanity of North Central Connecticut, Inc.
 - D. Setting a Special Meeting Date of January 25th @ 7:00pm in Council Chambers re:
 1. Acquisition Of Parcels Of Land That Comprise Applegate Lane And Abutting Properties And Dedication As A Town Road
 2. Acquisition Of Parcels Of Land That Comprise Brookside Lane And Dedication As A Town Road

7:30 p.m.
2021 DEC 30 AM 8:50
TOWN CLERK
EAST HARTFORD
Robert J. Gault

- E. 2022 Justice Assistance Grant Program (JAG)
 - F. DOT Maintenance Agreement: 235 East River Drive
 - G. MOU State of CT Judicial Branch Court Support Services Division
 - H. Recommendation from Personnel & Pensions Subcommittee: Solid Waste Official
 - I. Appointments to Boards & Commissions
- 9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
 - 10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Workers' Compensation Claim of former Town employee, Thomas Jascowski
 - 11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
 - 12. ADJOURNMENT (next meeting: January 18th)

Robert J. Back

TOWN COUNCIL CHAMBERS

DECEMBER 14, 2021

2021 DEC 20 AM 10:18

EXECUTIVE SESSION

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup and Travis Simpson

ABSENT Vice Chair Donald Bell, Jr.

ALSO Michael P. Walsh, Mayor
PRESENT James Tallberg, Corporation Counsel
Attorney Jonathan Reik, McGann, Bartlett & Brown
Interim Fire Chief Kevin Munson
Christine Sasen, Risk Manager

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:51 p.m.

MOTION By John Morrison
seconded by Sebrina Wilson
to **go into** Executive Session to discuss the pending Workers' Compensation claim of former Town Employee, Thomas Jascowski F/B/O Constance Jascowski.
Motion carried 7/0.

MOTION By John Morrison
seconded by Sebrina Wilson
to **go back to** Regular Session.
Motion carried 7/0.

ADJOURNMENT

MOTION By John Morrison
seconded by Sebrina Wilson
to **adjourn** (7:51p.m.)
Motion carried 7/0.

Attest

Richard F. Kehoe

Richard F. Kehoe *AK*
Town Council Chair


EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS 2021 DEC 20 AM 10:11

DECEMBER 14, 2021

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader
John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup and
Travis Simpson

ABSENT Vice Chair Donald Bell, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:58 p.m. He indicated that tonight's Council meeting was a "hybrid", a mix of in-person and virtual participants via the Teams platform. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Vanessa Jenkins, 26 Suffolk Drive, is the Chair of the Commission on Services for Persons with Disabilities. She posed a question from the Commission to the developers of the proposed development on the Showcase property which was "What is the ratio of accessible units that this project will have? Ms. Jenkins urged the developers to consider all residents in their project.

Mayor Walsh commented on (1) wished all Happy Holidays; (2) there are employment opportunities for a Human Resources Director, a Fire Chief and a Finance Director; (3) the "Town Hall" on January 19th will be for residents to see a short presentation on projects that the Administration is considering; (4) the mask mandate is back; (5) Stop & Shop on Silver Lane has confirmed their departure from East Hartford on January 6, 2022; (6) the second sweep for leaf collection has been completed, but bagged leaves will be picked up through the end of the year; (7) Augie & Ray's will celebrate 75 years in East Hartford in early 2022; (8) Paul O'Sullivan, Grants Manager, will provide a presentation on ARPA funds; (9) free radon kits are available in the Health Department for any town resident; (10) Paul Barry, US Marine Corps, and Jim Shelmardine, US Army, were inducted into the Connecticut Veterans Hall of Fame on December 3rd; (11) the Brian Aseilton Snow Dash will be held January 9, 2022; (12) the town's application to the DOT for a Senior/Disabled Persons Transportation Bus in the amount of \$73,000 has been approved; and (13) the Administration has begun the FY23 budget process.

Chair Kehoe called for a moment of silence to honor the lives of Robert "Bob" Keating, Robert "Bob" Damaschi and Richard "Dick" Mourey.

Bob Keating worked for the East Hartford Health Department for many years. He also served as the Chair of the East Hartford Housing Authority.

Bob Damaschi served on several of the town's Boards and Commissions, and he was also elected to the Board of Education and Town Council.

Dick Mourey was very involved in the community, having sat on the East Hartford Board of Assessment Appeals and the East Hartford Board of Finance, to name just two agencies.

They will be missed.

APPROVAL OF MINUTES

November 29, 2021 BoE Budget Workshop

MOTION By Sebrina Wilson
 seconded by Tom Rup
 to **approve** the minutes of the November 29, 2021 Board of Education
 Budget Workshop.
 Motion carried 7/0.

November 30, 2021 Executive Session

MOTION By Sebrina Wilson
 seconded by Awet Tsegai
 to **approve** the minutes of the November 30, 2021 Executive Session.
 Motion carried 7/0.

November 30, 2021 Regular Meeting

MOTION By Sebrina Wilson
 seconded by Travis Simpson
 to **approve** the minutes of the November 30, 2021 Regular Meeting.
 Motion carried 7/0.

COMMUNICATIONS AND PETITIONS

Presentation on Showcase Cinemas Property by Jasko Development

Eileen Buckheit, the Town's Development Director and Michael Goman, Principal, Goman & York Advisory Services, provided the Councillors with a PowerPoint on the proposed development of the former Showcase Cinemas property.

Resignations from Various Boards and Commissions

Chair Kehoe announced the following resignations and thanked these individuals for their commitment to the town:

From the Building Board of Appeals: Val Povinelli and Robert Damaschi
From the Board of Assessment Appeals: Timothy Siggia and Hassan Robinson
From the Pension & Retiree Benefits Board: Elaine Dube
From the Veterans Commission: Tia Woods
From the Commission on Services for Persons with Disabilities: Bernard Corona and Arthur Parker

NEW BUSINESS

East Hartford Middle School Roof Replacement Project

MOTION By Awet Tsegai
seconded by Travis Simpson
to **adopt** the following resolution:

RESOLUTION TO AUTHORIZE AN APPROPRIATION, TO AUTHORIZE THE FILING OF A GRANT APPLICATION, AND TO SEND THE PROJECT TO THE PUBLIC BUILDING COMMISSION

WHEREAS, the Town of East Hartford Board of Education has identified that a roof replacement project at the East Hartford Middle School is a priority of the school district and qualified for State School Construction reimbursement; and

WHEREAS, the cost of the roof replacement including design and construction is anticipated to total \$ 4,642,952 with the State reimbursing 76.43% of eligible costs or \$3,005,796 leaving the School District to pay 23.57% of eligible costs or approximately \$1,637,156 which includes an amount for known and unforeseen ineligible costs; and

WHEREAS, the project has been approved in Town's 5-Year Capital Improvement Plan and the local share of the project was authorized via a bond referendum question in November 2020.

THEREFORE, BE IT RESOLVED, that the East Hartford Town Council does hereby approve the following items:

1. The appropriation of \$4,642,952 to fund the East Hartford Middle School Roof Replacement Project,
2. The authorization of the East Hartford Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the East Hartford Middle School Roof Replacement Project,
3. That the Town's Public Building Commission is hereby charged with the oversight and approval of the East Hartford Middle School Roof Replacement Project,
4. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the East Hartford Middle School Roof Replacement Project.

On call of the vote, motion carried 7/0.

Goodwin School Flooring Abatement Project

MOTION By Awet Tsegai
seconded by Angie Parkinson
to **adopt** the following resolution:

RESOLUTION TO ADD A PROJECT TO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENT PLAN, TO AUTHORIZE AN APPROPRIATION, TO AUTHORIZE THE FILING OF A GRANT APPLICATION, TO SEND THE PROJECT TO THE PUBLIC BUILDING COMMISSION, AND TO FUND THE LOCAL SHARE OF THE PROJECT COST

WHEREAS, the Town of East Hartford Board of Education has identified that a flooring abatement project at the Goodwin School is a priority of the school district and qualified for State School Construction reimbursement; and

WHEREAS, the cost of the flooring abatement including design and construction is anticipated to total \$513,203 with the State reimbursing 76.43% or \$392,241 leaving the School District to pay 23.57% or approximately \$140,000 which includes an amount for unforeseen ineligible costs.

THEREFORE, BE IT RESOLVED, that the East Hartford Town Council does hereby approve the following items:

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the Goodwin School Flooring Abatement Project in the amount of \$513,203.
2. The appropriation of \$513,203 to fund the Goodwin School Flooring Abatement Project.
3. The authorization of the East Hartford Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Goodwin School Flooring Abatement Project.
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the Goodwin School Flooring Abatement Project.
5. That the East Hartford Board of Education has budgeted the local share for this project in the Board's FY 22 capital improvement budget.
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the Goodwin School Flooring Abatement Project.

On call of the vote, motion carried 7/0.

Connecticut Communities Challenge Grant Program

Eileen Buckheit, Development Director, and Todd Andrews, Goodwin University, gave a brief presentation to the Council on the benefits of this Grant for the marina that is contained in Goodwin University's Master Plan.

MOTION By Angie Parkinson
 seconded by Awet Tsegai
 to **adopt** the following resolution:

WHEREAS the state Department of Economic and Community Development (DECD) is undertaking a competitive grant application process to fund multiple projects under the CT Communities Challenge Grant Program; and

WHEREAS this program represents an opportunity to secure funding to improve the livability, vibrancy, convenience and appeal of the Town of East Hartford.

NOW THEREFORE LET IT BE RESOLVED that Michael P. Walsh, 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 DECD as they pertain to this CT Communities Challenge Grant Program.

On call of the vote, motion carried 7/0.

Bid Waiver: East Hartford Public Library re: Digital Navigator Pilot Grant

MOTION By Angie Parkinson
seconded by Tom Rup
that the Town Council **waive** the bidding requirements of Section 10-7 of the East Hartford Code of Ordinances, and **authorize** the purchase of 150 refurbished computers in accordance with a Digital Navigator Pilot Grant received by the East Hartford Public Library at a cost not to exceed \$29,000.00.
Motion carried 7/0.

Referral to Ordinance Committee re: Section 9-1 Voting Districts Boundaries

MOTION By Sebrina Wilson
seconded by John Morrison
to **refer** to the Ordinance Committee the revisions to Chapter 9 of the East Hartford Code of Ordinances, entitled "Voting District Boundaries" as presented by the Reapportionment Commission of the Connecticut General Assembly, with instructions to review the issue and report back to the Town Council with its recommendations if any.
Motion carried 7/0.

Appointment of Harry Amadasun, Jr. to fill Town Council Vacancy

MOTION By Sebrina Wilson
seconded by Awet Tsegai
to **appoint** Harry Amadasun, Jr. to the East Hartford Town Council to fill the Democratic vacancy; such appointment effective December 22, 2021.
Motion carried 7/0.

2022 Town Council Regular Meetings Schedule

MOTION By Angie Parkinson
seconded by Tom Rup
to **approve** the 2022 Town Council meeting dates, which will be held – unless indicated otherwise – on Tuesdays in the Town Council Chambers or virtually with access information posted on the agenda; the start time for regular meetings is 7:30pm as follows:

January 4	July 12
January 18	August 2
February 1	August 16
February 15	September 6
March 1	September 20
March 15	October 4

April 5	October 18
April 19	November 1
May 3	November 15
May 17	December 13
June 7	
June 21	

Motion carried 7/0.

FY 2022-2023 Town Council Budget Workshop Schedule

MOTION By Angie Parkinson
 seconded by Awet Tsegai
 to **approve** the FY2022-2023 Town Council Budget Workshops schedule which will be held either in person in the Town Council Chambers or virtually with access information posted on the agenda, and the start time for each workshop shall be as follows:

TOWN COUNCIL CHAMBERS

Monday, February 28, 2022

Mayor's Summary of Budget

6:30 p.m.

Police Department

Chief Sansom

Police Administration
 Operations
 Criminal Investigation
 Police Capital Improvements

Public Safety Complex

Chief Sansom

Public Safety Communications

Fire Department

Interim Fire Chief Munson

Administration
 Suppression
 Fire Training
 Fire Marshal
 Apparatus Maintenance
 Alarm Maintenance
 Emergency Medical Service
 Emergency Management
 Fire Capital Improvements

Wednesday, March 2, 2022

Inspections and Permits

Administration

Gregg Grew

6:30 p.m.

Board of Education

Superintendent of Schools
 Information Technology

Nathan Quesnel

Saturday, March 5, 2022

Town Treasurer	John Murphy, Jr.	8:30 a.m.
Town Council	Rich Kehoe	
Town Clerk	Robert Pasek	
Registrars of Voters	Mary Mourey & Steve Watkins	
Selectmen		
Probate Court	Scott Chadwick	
Corporation Counsel	James Tallberg	

Development

Administration	Eileen Buckheit
Redevelopment Agency	
Economic Development Commission	
Planning & Zoning Commission	
Grants Administration	

Finance

Mike Lupkas, Linda Trzetzziak

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

Five Year Capital Improvement Plan

Summary

Project Narratives
Finance
Public Library
Other Departments

Boards and Commissions

Beautification Commission	Veterans Commission
Inland/ Wetlands/Environment Commission	Board of Assessment Appeals
Personnel Board of Appeals	Historic District Commission
Emergency Medical Services	Commission on Culture & Fine Arts
Zoning Board of Appeals	Public Building Commission
Board of Ethics	Pension & Retiree Benefit Board
Commission on Aging	The Hockanum River Commission
Commission on Services for Persons w/Disabilities	

Lunch Break

12:30 p.m.

Executive

Office of the Mayor	Michael Walsh, Connor Martin, Jessica Carrero
Human Resources	Sandy Franklin
Public Library	Sarah Morgan
Youth Services	Cephus Nolen

Monday, March 7, 2022

Health and Social Services

Administration	Laurence Burnsed	6:30 p.m.
Community Health & Nursing Services		
Environmental Control		
Social Services		

Public Works

Administration John Lawlor
Engineering
Highway Services
Flood Protection
Waste Services
Fleet Services
Building Maintenance
Metropolitan District Commission
Park Maintenance
Public Works Capital Improvements
Library

Parks and Recreation

Administration Ted Fravel
Other Facilities
Senior Services
Park Special Program
Parks & Recreation Capital Improvements
Services for Seniors

Public Hearing – Budget	Wednesday, March 9	7:00 p.m.
Special Meeting – Budget	Monday, March 14	7:00 p.m.
Regular Meeting	Tuesday, March 15	7:30 p.m.

Motion carried 7/0.

Recommendation from Personnel & Pensions re: Directors' Compensation Study

MOTION By Awet Tsegai
seconded by Tom Rup
in accordance with the provisions of Section 3.4 and Section 5.25 of the East Hartford Town Charter, I move that the Town Council establish the pay plan for directors, mayor's chief of staff and the police and fire chief as set out in a document entitled "Uniform Compensation Plan for Directors of the Town of East Hartford" dated January 1, 2022, provided further that the Town Council shall annually review such plan and adopt any appropriate changes as part of the annual adoption of the town budget.
Motion carried 7/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Travis Simpson indicated that a resident had inquired about a legal notice that was published in the Hartford Courant that the town was attempting repairs to a fishing pier. *Chair Kehoe believes that this notice is to replace the wooden fishing pier at Great River Park with a non-wooden pier to slow deterioration. Mayor Walsh will contact Riverfront Recapture to obtain estimated costs and get back to Councillor Simpson.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim of former Town Employee, Thomas Jascowski

No action taken at this time.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

ADJOURNMENT

MOTION By John Morrison
 seconded by Sebrina Wilson
 to **adjourn** (9:46 p.m.).
 Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be January 4, 2022.

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

COMMITTEE ASSIGNMENTS

2021-2023
(12-27-21)

Economic Development – Voting Members

Angie Parkinson
John Morrison

Public Building Commission – Voting Members

Rich Kehoe
John Morrison

Education, Board of (Liaisons)

Rich Kehoe
Tom Rup

Riverfront Recapture (Liaison)

Sebrina Wilson

Pension & Retiree Benefit Board – Voting Member

Harry Amadasun

M.D.C. (Liaison)

Awet Tsegai

Housing Authority (Liaisons)

Harry Amadasun
John Morrison

Real Estate Acquisition & Disposition Committee

Angie Parkinson, Temp Chair
Awet Tsegai
Tom Rup

Personnel & Pensions

Awet Tsegai, Chair
Harry Amadasun
Tom Rup

Budget Committee

Don Bell, Temp Chair
Sebrina Wilson
Tom Rup

Fees Committee

Awet Tsegai
Harry Amadasun
Travis Simpson

Tax Policy Committee

Angie Parkinson, Temp Chair
Don Bell
Travis Simpson

Investigation & Audit Com.

Awet Tsegai, Temp Chair
Sebrina Wilson
Travis Simpson

Town Owned Property Other Than RE

Awet Tsegai, Temp Chair
Rich Kehoe
Travis Simpson

Ordinance Committee


Rich Kehoe, Temp Chair
Sebrina Wilson
John Morrison

Community Engagement

Don Bell, Temp Chair
Angie Parkinson
John Morrison



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 21, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: Opt-Out of PA 21-29 relating to Accessory Dwelling Units

On the 12/8/21 P&Z meeting, the P&Z Commission voted 5-2 to opt-out of the Accessory Dwelling Unit provisions of PA 21-29

Please place the enclosed from the Town Planner on the January 4th, 2021 Town Council agenda to vote to either ratify or reject the opt-out- process for Accessory Dwelling Units (ADU). There is a provision that allows a town to opt-out should it want to create its own ADU regulations tailored to the municipality. We would like to ensure and protect the integrity of each individual's property. An ADU is an independent residential dwelling unit located on the same lot as a single family home and is commonly referred to as an in-law unit, granny flat, secondary suite, or accessory apartment.

Thank you.

C: J. Cormier, Town Planner

MICHAEL P. WALSH
MAYOR



(860) 291-7300

TOWN OF EAST HARTFORD

DEVELOPMENT
DEPARTMENT

740 Main Street, East Hartford, CT 06108

easthartfordct.gov

DEVELOPMENT DEPARTMENT MEMORANDUM

TO: Mayor Michael Walsh
FROM: Jeffrey Cormier, Town Planner
SUBJECT: Referral to Council: Opt-Out of PA 21-29 relating to Accessory Dwelling Units
DATE: 12/21/2021

In the most recent legislative session Public Act 21-29 was passed, which sets a framework that requires towns to approve accessory dwelling units (ADU) "by right" on any lot that has a single family home. "By right" approval means that there is no special review required for varying size or circumstance of individual lots and the framework prescribed by The Act does not allow for additional standards to be established. There is a provision that allows a town to opt-out should it want to create its own ADU regulations tailored to the municipality. This process was initiated with a 2/3 vote by Planning and Zoning Commission and now requires a 2/3 vote by Town Council to ratify the opt-out.

An ADU is an independent residential dwelling unit located on the same lot as a single family home and is commonly referred to as an in-law unit, granny flat, secondary suite, or accessory apartment. It contains full living quarters including a kitchen, bathroom, and sleeping area, and can be located inside/attached to the principal structure or detached in the back yard. The many benefits of ADU's are detailed in the attached AARP document and include:

- Potential to increase housing affordability
- Provide flexible solutions for changing life stages
- Can increase property value and provide rental income to the homeowner
- Economical and make use of existing infrastructure

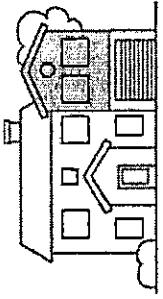
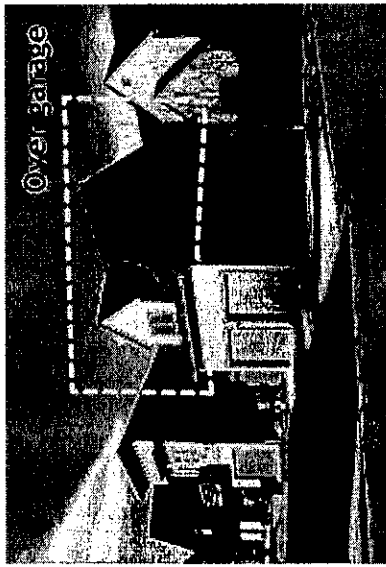
The Zoning Regulations do not currently permit ADU's and the Planning and Zoning Commission has stated their intent to expedite amending the regulations to allow them, even before starting their scheduled Comprehensive Zoning Regulation Revision process. Part of the reason is based on the legal opinion that The Act's effective date may render existing regulations null and void and potentially leave the Town open to default approvals. Planning and Zoning Commission intends to craft new regulations that are tailored to meet the needs of East Hartford residents while retaining flexibility for changing conditions.

I respectfully request that this item be placed on the Town Council agenda for their next meeting. The Council should vote to either ratify or reject the opt-out process. Please contact me with any questions.

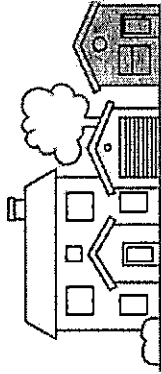
**REVIEW OF PUBLIC ACT 21-29
ACCESSORY DWELLING UNITS (ADU'S)**

PA 21-29 SECTION 6 OVERVIEW

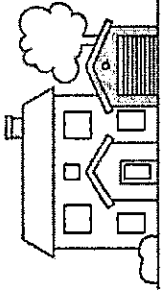
Establishes a provision that allows by right an accessory dwelling unit (ADU) to be constructed on any lot that contains a single family dwelling.



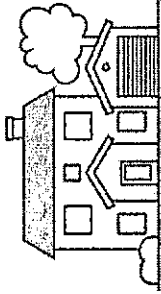
Over the Garage



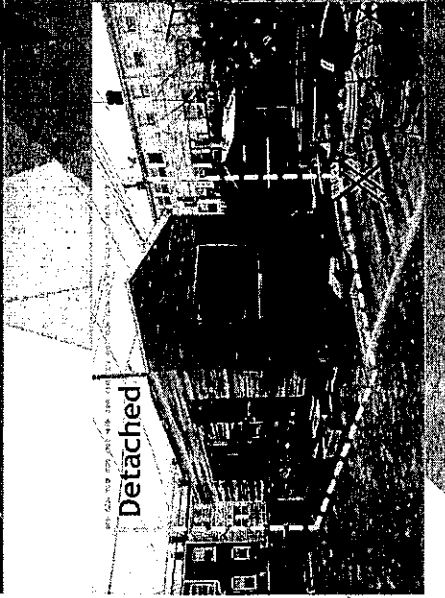
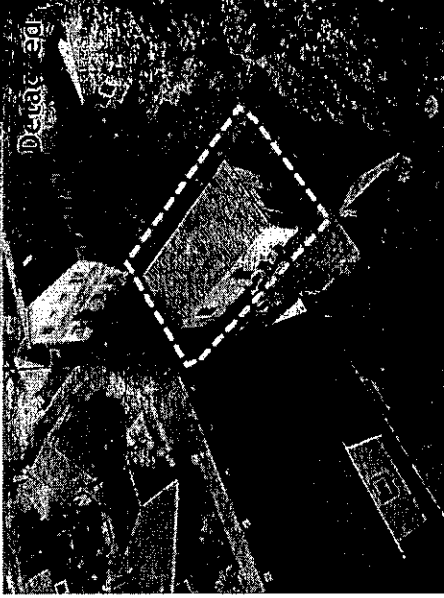
Stand-Alone Unit



Garage Conversion



Basement or Attic Conversion



What is an ADU?
Independent residential dwelling unit located on the same lot as a single-family home.

BENEFITS OF ADU'S

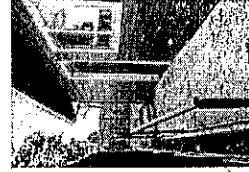
- ▲ According to AARP guide to ADU's, they generally range from about 500-1,000 sq. ft.
- ▲ ADU's have potential to increase housing affordability, create a wider range of tenant options, and enable seniors to stay near family as they age (age in place).
- ▲ Provide housing for people of all ages (young adult, families, empty nesters).
- ▲ Economical and make use of existing infrastructure and housing stock.
- ▲ Can increase property value and provide rental income to homeowner.
- ▲ Are adaptable and can provide flexible solutions for changing needs or life stages.



Brevard, NC

In fact, in the 2021 AARP Home and Community Preferences Survey, adults age 18 or older who would consider creating an ADU said they'd do so in order to:

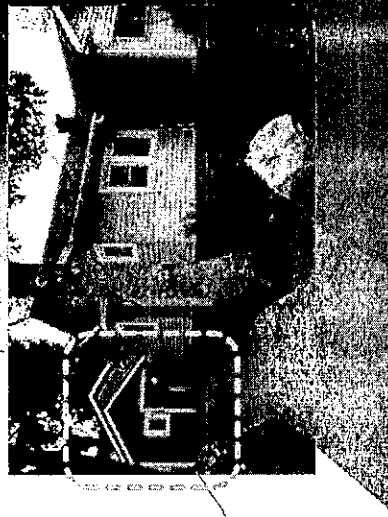
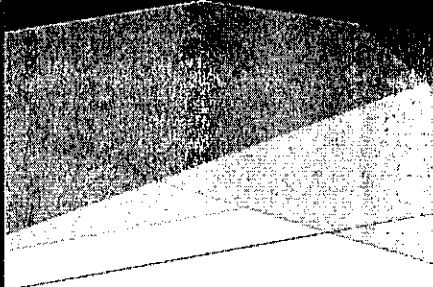
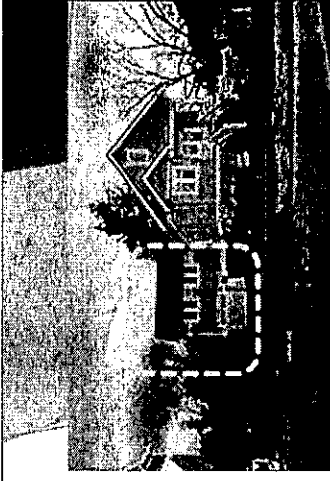
- provide a home for a loved one in need of care (86%)
- provide housing for relatives or friends (86%)
- have a space for guests (82%)
- create a place for a caregiver to stay (74%)
- increase the value of their home (69%)
- feel safer by having someone living nearby (67%)
- earn extra income from renting to a tenant (63%)



500 sq. ft.
Santa Cruz, CA

PA 21-29 SECTION 6 OVERVIEW

- ▶ Establishes a provision that allows by right an accessory dwelling unit (ADU) to be constructed on any lot that contains a single family dwelling.
- ▶ Can be attached, detached, or located within the dwelling.
- ▶ Max floor area of the lesser of either 30% of the floor area of the principal dwelling or 1,000 sq. ft.
- ▶ Required setbacks, lot size and building frontage less than or equal to requirement of the principal dwelling; required lot coverage greater than or equal to requirement for principal dwelling.
- ▶ Height, landscaping, design standards cannot exceed those required for single family dwelling.
- ▶ Prohibits requiring:
 - ▶ A passageway between ADU and principal dwelling
 - ▶ An exterior door access to the ADU
 - ▶ More than 1 parking space
 - ▶ Familial, marital, or employment relationship to occupants in the ADU
 - ▶ Minimum age or occupants of the ADU
 - ▶ Separate billing of utilities of the ADU
 - ▶ Periodic renewals for permits for such ADU
 - ▶ Correction of nonconforming use or structure for approval
- ▶ As of right permit shall be approved within 65 days

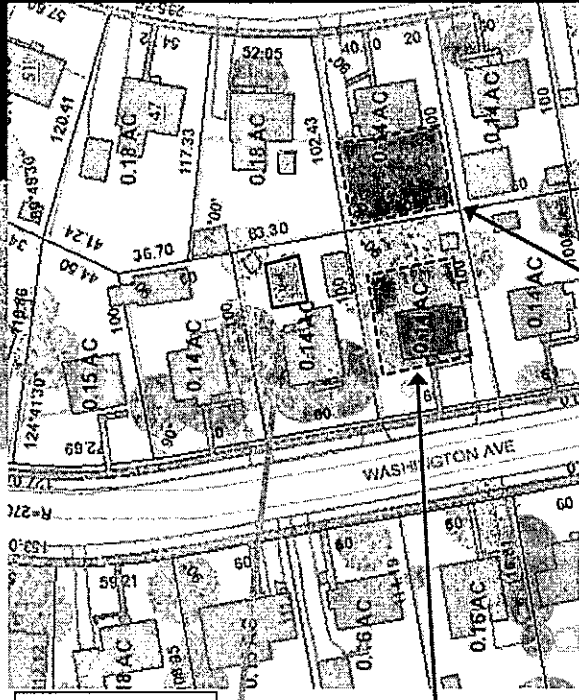


Example

Lot Size: 5,662 sq. ft.
House Size: 1,334 sq. ft.
Max ADU size: 400 sq. ft.



Dimensional standards



**Accessory structure location
(not w/in 6 ft. side or rear line)**

Zoning District: R-3

Front and Rear Setbacks: 25 ft.
(solar exemption 20 ft.)
Side yards: 8 ft. and 12 ft.
(solar exemption 6 ft.)
Max lot coverage: 35%
Max height: 35 ft.

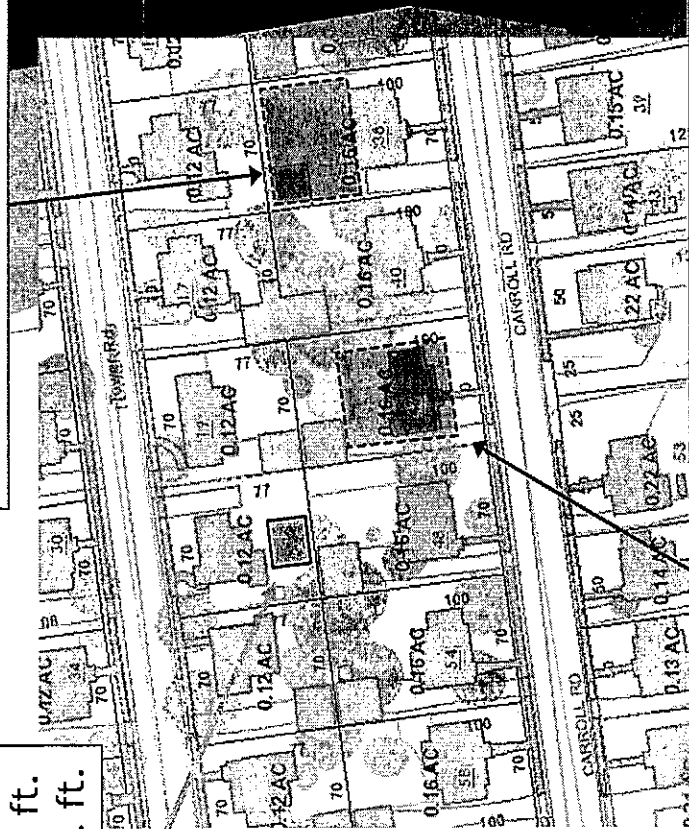


EXAMPLE 1: R-3 DISTRICT

Example

Lot Size: 5,227 sq. ft.
House Size: 1,832 sq. ft.
Max ADU size: 550 sq. ft.

Accessory structure location
(not w/in 6 ft. side or rear line)



Zoning District: R-4

Front and Rear Setbacks: 25 ft.
(solar exemption 20 ft.)

Side yards: 8 ft. and 12 ft.

(solar exemption 6 ft.)

Max lot coverage: 35%

Max height: 35 ft.

Dimensional standards

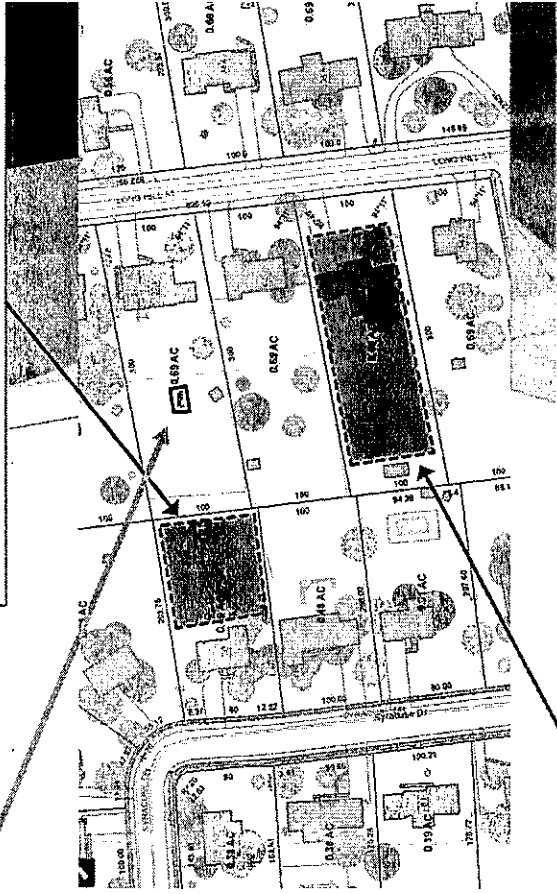
EXAMPLE 2: R-4 DISTRICT



Example

Lot Size: 30,056 sq. ft.
House Size: 1,722 sq. ft.
Max ADU size: 517 sq. ft.

Accessory structure location
(not w/in 6 ft. side or rear line)



Zoning District: R-2

Front and Rear Setbacks: 40 ft.
(solar exemption 30 ft.)
Side yards: 10 ft. and 15 ft.
(solar exemption 6 ft.)
Max lot coverage: 25%
Max height: 35 ft.

Dimensional Standards

EXAMPLE 3: R-2 DISTRICT

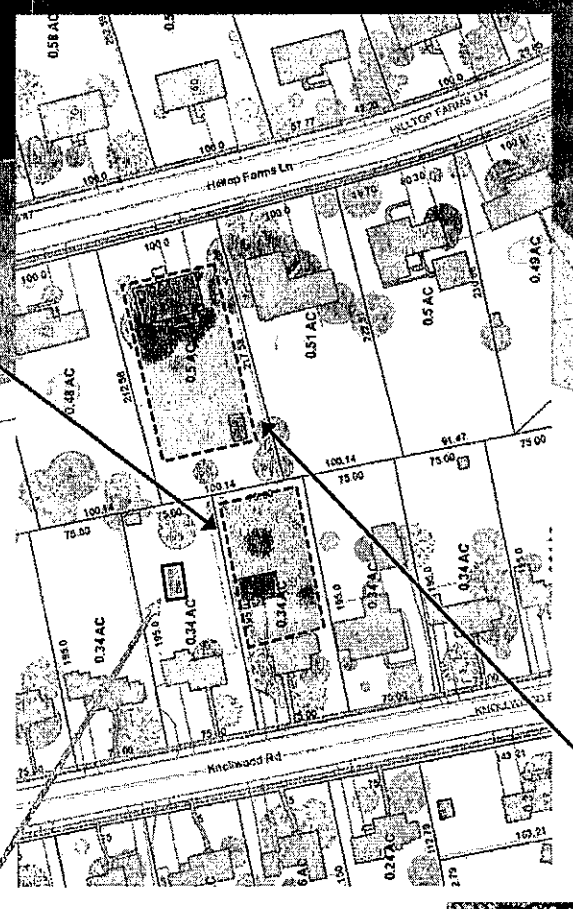




Example

Lot Size: 14,810 sq. ft.
 House Size: 1,350 sq. ft.
 Max ADU size: 405 sq. ft.

Accessory structure location
 (not w/in 6 ft. side or rear line)



Zoning District: R-2

Front and Rear Setbacks: 40 ft.
 (solar exemption 30 ft.)
 Side yards: 10 ft. and 15 ft.
 (solar exemption 6 ft.)
 Max lot coverage: 25%
 Max height: 35 ft.

Dimensional Standards



EXAMPLE 4: R-2 DISTRICT

PA 21-29 OVERVIEW

► Establishes a provision that allows by right an accessory dwelling unit (ADU) to be constructed on any lot that contains a single family dwelling.

By Right means permitted, and requires no special (P&Z) review

► Can be attached, detached, or located within the dwelling.

EH has varied residential lot sizes ranging from 5,000 - 35,000-sq. ft. lots

► Max floor area of the lesser of either 30% of the floor area of the principal dwelling or 1,000 sq. ft.

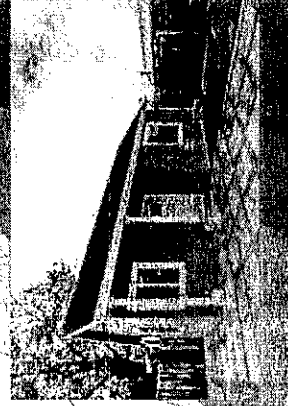
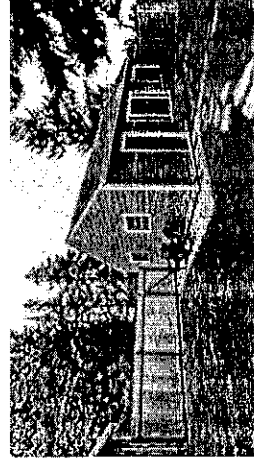
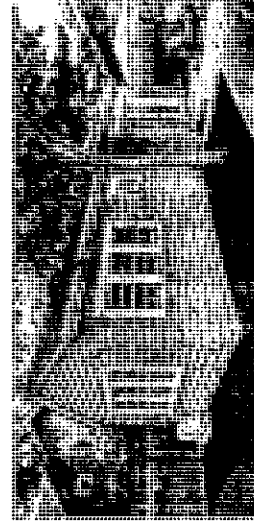
This matches current residential accessory structure zoning req's

► Required setbacks, lot size and building frontage less than or equal to requirement of the principal dwelling; lot coverage greater than or equal to requirement for principal dwelling.

Cannot impose standards any more restrictive than those for principal dwelling

► Height, landscaping, design standards; cannot exceed those required for single family dwelling.

Cannot require visual screening (fencing, landscaping) or max height different than that of district for detached ADU



OPT OUT PROVISION

- ▶ (Effective 1/1/22) If municipality fails to adopt/amend regulations by 1/1/23, and unless municipality opts out, noncompliant regulations become null/void and municipality shall approve or deny applications pursuant to PA 21-29.
- ▶ Legal Opinion: Statute sets forth a January 1, 2023, deadline by which this process is to be completed. After that time, any municipality that has not yet chosen to opt-out will be barred from doing so. However, the provision rendering non-compliant zoning regulations “null and void” becomes effective on January 1, 2022. Therefore, while the Town is not presently subject to the zoning requirement, it may become so on and after the first of the new year.
- ▶ Opt out requires 2/3 vote by P&Z , and 2/3 vote by Town Council.
 - ▶ P&Z must hold public hearing
 - ▶ Affirmatively vote to opt out
 - ▶ State upon the record the reasons for such decision
 - ▶ Publish notice
 - ▶ Town Council can complete the process with 2/3 vote

CONSIDERATIONS/QUESTIONS

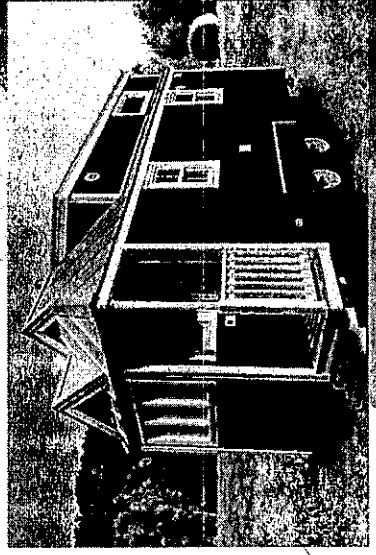
- ▶ P&Z has just begun the process of a comprehensive revision to the Zoning Regulations and can consider new regulations for ADU's as part of that process. Do you want to incorporate ADU's into workshop discussions? Comprehensive revision process can take 3-5 months.
- ▶ Many areas of town have dense housing with small lot sizes, some with large houses which may allow for sizable detached ADU's. Do you want to regulate different districts or lot sizes differently or consider individual circumstances for different lots? (e.g. attached/detached, siting detached ADU's, owner occupancy requirement, screening, etc.)
- ▶ Legal opinion indicates that EH regulations may become null and void with respect to ADU's beginning on 1/1/22, which would allow by right ADU's to be constructed prior to any zoning amendment by P&Z, during the comprehensive revision process.

Common standards include screening/landscaping for detached ADU and owner occupancy - not permitted under Act framework

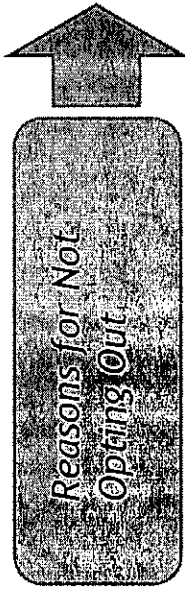
Changing future conditions- tiny homes?

Does ADU impact accessory structure regs? (not within 10 ft. of principal building or 6 ft. of lot line)

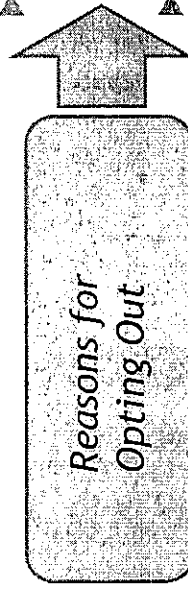
Cannot condition ADU approval on correction of nonconformity. Does this impact nonconforming uses/structures regs?



POTENTIAL ACTIONS



- ▶ You are comfortable working within the provisions of PA 21-29 including:
 - ▶ By right approval for all complying ADU's
 - ▶ No additional standards or review necessary
 - ▶ Provisions becoming effective 1/1/22
- ▶ Aware that P&Z will have to work through any impacts/conflicts with existing regulations (accessory structures in residential districts, etc.)



- ▶ Retain flexibility and allow more time to craft regulations that are tailored to meet the needs of EH, for which P&Z can set the effective date.
- ▶ Some circumstances may require additional standards or review beyond by right approvals set to begin 1/1/22

Robert J. Beak

PUBLIC HEARING MINUTES
PLANNING AND ZONING COMMISSION 2021 DEC 10 PM 12:34
DECEMBER 8, 2021

A Public Hearing of the EAST HARTFORD PLANNING AND ZONING COMMISSION was held at Town Hall, 740 Main Street, East Hartford, CT on December 8, 2021.

TOWN CLERK
EAST HARTFORD

Chair Ryan opened the public hearing at 7:02 p.m. Secretary Noel then read the legal ad for this public hearing, which was published in the Journal Inquirer on Friday, November 26th & Thursday, December 2nd.

Present:

John Ryan, Chair
Henry Pawlowski, Vice Chair
Carol Noel, Secretary
Valentine Povinelli
Stephen Roczynski
Sidney Soderholm
Melissa-Sue John, Alternate – via Teams

Absent:

Wesaneit Tsegai, Alternate

Also Present:

Jeffrey Cormier, Town Planner

The Chair declared a quorum with 7 voting members, including Alternate John.

Jeffrey Cormier, Town Planner, presented the following agenda item to the Commission. He stated that the reason this item is being brought before the Commission is not to ban Accessory Dwelling Units, in fact the Commission had previously stated on the record its intent to amend the current regulations as part of the comprehensive zoning revision process to allow residents to improve, invest in, and increase their home's value through mechanisms such as this. The Commission stated that one of its primary objectives while undertaking the comprehensive zoning revision process is to allow more flexibility on residential lots because they recognized that about 30% of requested variances were related to accessory structures and uses, meaning certain regulations weren't allowing people to make property improvements that could add value to their home and keep them a resident of East Hartford. The reason this item is before P&Z is for a potential legal loophole that has been identified and to bring it to the Commission's attention as it may have implications for the zoning revision process.

Town Planner Cormier presented the new Public Act (PA) 21-29, Section 6, which establishes a provision that allows accessory dwelling units (ADU) by right on any property that contains a single family residence. An ADU is an independent residential dwelling unit located on the same lot as a single family home. They can be located entirely within the building, such as a basement or attic unit, attached to the principal structure, or detached as a separate building on the lot. They have many benefits including the potential to increase housing affordability, create housing options, enable seniors to age in place, and provide flexible solutions for changing needs or life stages.

PA 21-29 creates a framework that requires towns to approve ADU's by right, meaning permitted with no special review, based on certain criteria. The criteria does not allow the town to require standards any greater than what is set forth for single family residences pertaining to setbacks, lot size, lot frontage, lot coverage, building height, landscaping, design standards, and screening, and also sets a maximum floor area. There is a provision that allows the town to opt-out through P&Z and Town Council, which would allow P&Z to create its own regulations outside of the framework set in PA 21-29.

There has been some legal concern as to whether the effective date of the ADU provisions making local zoning regulations null and void begins on 1/1/22 and could provide for by right approvals. It may also impact other sections of the Zoning Regulations that don't comply with the provisions of PA 21-29.

OPT-OUT OF SECTION 6 OF PUBLIC ACT NO. 21-29: Opt-out of the provisions of Section 6 of PA 21-29 that allow as of right accessory dwelling units on single-family properties subject to certain criteria.
Applicant: East Hartford Planning and Zoning Commission

No one came forward to speak.

Upon a motion by Carol Noel, seconded by Stephen Roczynski, the Commission Voted (7-0) to start the Regular Session @ 8:30 p.m.

Robert J. Bart

REGULAR SESSION MINUTES
PLANNING AND ZONING COMMISSION 2021 DEC 10 PM 12:34
DECEMBER 8, 2021

TOWN CLERK
EAST HARTFORD

A Regular Session of the EAST HARTFORD PLANNING AND ZONING COMMISSION was held in Town Council Chambers, 2nd Floor, Town Hall, 740 Main Street, East Hartford, CT on December 8, 2021.

CALL TO ORDER

The meeting was called to order at 8:30 p.m.

ROLL CALL

Present:

John Ryan, Chair
Henry Pawlowski, Vice Chair
Carol Noel, Secretary
Valentine Povinelli
Stephen Roczynski
Sidney Soderholm
Melissa-Sue John, Alternate – via Teams

Absent:

Wesaneit Tsegai, Alternate

Also Present:

Jeffrey Cormier, Town Planner

The Chair declared a quorum with 7 members present, including Alternate John.

ELECTION OF OFFICERS / REPRESENTATIVES / COMMITTEE MEMBER

Prior to the following item, Chair Ryan turned the meeting over to Vice Chair Pawlowski.

- Chair

Upon a motion by Hank Pawlowski, seconded by Stephen Roczynski, the Commission Voted (7-0) to elect John Ryan, Chair of the Planning and Zoning Commission.

Vice Chair Pawlowski turned the meeting back to the re-elected Chair Ryan.

- **Vice Chair**

Upon a motion by Carol Noel, seconded by Sid Soderholm, the Commission Voted (7-0) to elect Hank Pawlowski Vice Chair of the Planning and Zoning Commission.

- **Secretary**

Upon a motion by Hank Pawlowski, seconded by Stephen Roczynski, the Commission Voted (7-0) to elect Carol Noel Secretary of the Planning and Zoning Commission.

- **CRCOG Representative**

Upon a motion by Carol Noel, seconded by Sid Soderholm, the Commission Voted (7-0) to appoint Hank Pawlowski as the CRCOG Representative from the Planning and Zoning Commission.

- **CRCOG Alternate Representative**

Upon a motion by Carol Noel, seconded by Hank Pawlowski, the Commission Voted (7-0) to appoint Stephen Roczynski as the CRCOG Alternate Representative from the Planning and Zoning Commission.

- **Economic Development Commission (EDC) Representative**

Upon a motion by Hank Pawlowski, seconded by Carol Noel, the Commission Voted (7-0) to table this item.

APPROVAL OF MINUTES

- **Public Hearing Minutes – November 10, 2021**

Upon a motion by Sid Soderholm, seconded by Melissa-Sue John, the Commission Voted (7-0) to approve the Public Hearing minutes of November 10, 2021.

- **Regular Meeting Minutes – November 10, 2021**

Upon a motion by Sid Soderholm, seconded by Carol Noel, the Commission Voted (7-0) to approve the Regular Session minutes of November 10, 2021.

- **Workshop Minutes**

Upon a motion by Carol Noel, seconded by Stephen Roczynski, the Commission Voted (7-0) to approve the workshop minutes of November 10, 2021.

OPT-OUT OF SECTION 6 OF PUBLIC ACT NO. 21-29: Opt-out of the provisions of Section 6 of PA 21-29 that allow as of right accessory dwelling units on single-family properties subject to certain criteria.

Applicant: East Hartford Planning and Zoning Commission

Upon a motion by Hank Pawlowski, seconded by Carol Noel, the Commission Voted (5-2 Nays: John, Soderholm) to opt-out of the provisions of Section 6 of Public Act 21-29.

Reason for Opting-Out: To allow the Planning and Zoning Commission time to develop appropriate regulations and to provide a thoughtful approach to regulating accessory dwelling units on various lot sizes to protect the quality of life for residents of East Hartford.

MISCELLANEOUS

- **C.G.S. 8-24 REFERRAL** – Acquisition of two parcels of property in the right-of-way known as Applegate Lane to be dedicated and accepted as a Town Road.

Upon a motion by Hank Pawlowski, seconded by Carol Noel, the Commission Voted (7-0) for a favorable recommendation of the 8-24 referral for the two parcels of property in the right-of-way known as Applegate Lane to be dedicated and accepted as a Town Road.

- **C.G.S. 8-24 REFERRAL** – Discontinuance of the “paper street” known as Congress Street as a Town Road and sale of the 1’ wide strip located along the south boundary of Congress Street to an adjacent property owner.

Upon a motion by Hank Pawlowski, seconded by Carol Noel, the Commission Voted (7-0) for a favorable recommendation of the 8-24 referral for the discontinuance of the “paper street” known as Congress Street as a Town Road and sale of the 1’ wide strip located along the south boundary of Congress Street to an adjacent property owner.

- **2022 P&Z Meeting Schedule**

Upon a motion by Carol Noel, seconded by Stephen Roczynski, the Commission Voted (7-0) to approve the 2022 Planning & Zoning Commission meeting schedule as presented.

ADJOURNMENT

The meeting adjourned at 9:05 p.m.

Cormier, Jeffrey

From: Tallberg, James
Sent: Tuesday, December 7, 2021 9:55 AM
To: Cormier, Jeffrey; Buckheit, Eileen
Cc: Gentile, Richard; Connor Martin; Walsh, Mike
Subject: RE: ADUs in East Hartford
Attachments: Connecticut-2021-HB06107-Chaptered.pdf; DOH Exempt List.pdf

Dear Jeff:

Per your request, set forth below please find a summary of the opt-out process codified in Public Act 21-29, § 6 (f), applicable to the new mandate that municipalities permit the development of Accessory Dwelling Units (ADUs) “as of right” in all zones that permit single-family dwellings, codified in Public Act No. 21-29, “An Act Concerning the Zoning Enabling Act, Accessory Apartments, Training for Certain Land Use Officials, Municipal Affordable Housing Plans and a Commission on Connecticut’s Development and Future.” (attached). Because time is of the essence, I’m sending this response via email for expediency.

On June 10, 2021, Governor Ned Lamont signed HB 6107 – now PA 21-29 -- into law. Among other things, this legislation makes certain substantive changes to the state Zoning Enabling Act (Conn. Gen. Stat. § 8-2) to promote the purposes of the federal Fair Housing Act, to provide an administrative mechanism to promote compliance with municipal affordable housing plans, and to create a number of other zoning-related requirements with which municipalities will be required to comply by certain dates as specified in the Act.

The provision in PA 21-29 at issue requires that municipalities amend their zoning regulations to allow for the development of ADUs “as of right” – or, without the requirement of holding a public hearing, special permit, or special exception -- in any zoning district that allows for the development of single-family homes. The provision also states that any municipal zoning regulation in conflict with this mandate that is still in effect as of January 1, 2022, will be considered null and void until the municipality amends it to comply with the new requirements.¹ However, the legislature drafted an “opt-out” provision applicable to this new mandate, delineating the process by which a municipality may choose to immunize itself from being subject to this statutory regulation.

The opt-out provision provides as follows:

“(f): Notwithstanding the provisions of subsections (a) to (d), inclusive of this section, the . . . combined planning and zoning commission, as applicable, of a municipality, by a two-thirds vote, may initiate the process by which such municipality opts out of the provisions of said subsections regarding allowance of accessory apartments, provided such commission:

1. First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out;
2. affirmatively decides to opt-out of the provisions of said subsections within the period of time permitted under section 8-7d of the general statutes;
3. states upon its records the reasons for such decision; and

4. publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered.

Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provisions of subsections (a) to (d), inclusive, of this section, except that, on and after January 1, 2023, no municipality may opt-out of the provisions of said subsections." (Emphasis added.)

Accordingly, in order for East Hartford to opt-out of the ADU mandate, the process must begin with the East Hartford Planning & Zoning Commission ("PZC"), which would have to approve by a 2/3 vote the decision to utilize the opt-out provision. Only after such vote is passed, the Town Council will have the ability to either ratify or reject the PZC's proposal. Both votes – that of the PZC and the Town Council – must pass by a two-thirds (2/3) vote. Notably, both a public hearing and publication of the ultimate decision (if affirmative) are also required.

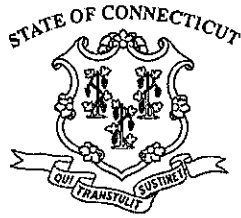
Please note that the statute sets forth a January 1, 2023, deadline by which this process is to be completed. After that time, any municipality that has not yet chosen to opt-out will be barred from doing so. However, the provision rendering non-compliant zoning regulations "nulland void" becomes effective on January 1, 2022. Therefore, while the Town is not presently subject to the zoning requirement, it may become so on and after the first of the new year.

Accordingly, if the Town plans on utilizing the opt-out provision,² time is of the essence in light of the January 1, 2022 deadline.

¹ See PA 21-29 (e): "If a municipality fails to adopt new regulations or amend existing regulations by January 1, 2023, for the purpose of complying with the provisions of subsections (a) to (d), inclusive, of this section, and unless such municipality opts out of the provisions of said subsections in accordance with the provisions of subsection (f) of this section, any noncompliant existing regulation shall become null and void and such municipality shall approve or deny applications for accessory apartments in accordance with the requirements for regulations set forth in the provisions of subsections (a) to (d), inclusive, of this section until such municipality adopts or amends a regulation in compliance with said subsections. A municipality may not use or impose additional standards beyond those set forth in subsections (a) to (d), inclusive, of this section." (Emphasis added.)

² It is also important to note that this opt-out provision is specific to the ADU regulations enumerated in PA 21-29, §6. There are no opt-out provisions available with respect to the Affordable Housing requirements as set forth in PA 21-29, § 7, which sets forth the standards of availability for the affordable housing appeals procedure. Presently, the Town of East Hartford is not subject to the requirements of the Affordable Housing statute, which only applies to Towns with fewer than 10 percent of its dwelling units qualifying as "affordable." Conn. Gen. Stat. § 8-30g. As of 2020, the State Department of Housing lists East Hartford as being "exempt" with 16.14 % of its dwellings qualifying as affordable under the statute. See DOH Exempt List (attached).

James N. Tallberg, Esq.
Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108



Substitute House Bill No. 6107

Public Act No. 21-29

AN ACT CONCERNING THE ZONING ENABLING ACT, ACCESSORY APARTMENTS, TRAINING FOR CERTAIN LAND USE OFFICIALS, MUNICIPAL AFFORDABLE HOUSING PLANS AND A COMMISSION ON CONNECTICUT'S DEVELOPMENT AND FUTURE.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 8-1a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) "Municipality" as used in this chapter shall include a district establishing a zoning commission under section 7-326. Wherever the words "town" and "selectmen" appear in this chapter, they shall be deemed to include "district" and "officers of such district", respectively.

(b) As used in this chapter and section 6 of this act:

(1) "Accessory apartment" means a separate dwelling unit that (A) is located on the same lot as a principal dwelling unit of greater square footage, (B) has cooking facilities, and (C) complies with or is otherwise exempt from any applicable building code, fire code and health and safety regulations;

(2) "Affordable accessory apartment" means an accessory apartment that is subject to binding recorded deeds which contain covenants or

Substitute House Bill No. 6107

restrictions that require such accessory apartment be sold or rented at, or below, prices that will preserve the unit as housing for which, for a period of not less than ten years, persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income;

(3) "As of right" means able to be approved in accordance with the terms of a zoning regulation or regulations and without requiring that a public hearing be held, a variance, special permit or special exception be granted or some other discretionary zoning action be taken, other than a determination that a site plan is in conformance with applicable zoning regulations;

(4) "Cottage cluster" means a grouping of at least four detached housing units, or live work units, per acre that are located around a common open area;

(5) "Middle housing" means duplexes, triplexes, quadplexes, cottage clusters and townhouses;

(6) "Mixed-use development" means a development containing both residential and nonresidential uses in any single building; and

(7) "Townhouse" means a residential building constructed in a grouping of three or more attached units, each of which shares at least one common wall with an adjacent unit and has exterior walls on at least two sides.

Sec. 2. Section 8-1c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) Any municipality may, by ordinance, establish a schedule of reasonable fees for the processing of applications by a municipal zoning commission, planning commission, combined planning and zoning commission, zoning board of appeals or inland wetlands commission.

Substitute House Bill No. 6107

Such schedule shall supersede any specific fees set forth in the general statutes, or any special act or established by a planning commission under section 8-26.

(b) A municipality may, by regulation, require any person applying to a municipal zoning commission, planning commission, combined planning and zoning commission, zoning board of appeals or inland wetlands commission for approval of an application to pay the cost of reasonable fees associated with any necessary review by consultants with expertise in land use of any particular technical aspect of such application, such as regarding traffic or stormwater, for the benefit of such commission or board. Any such fees shall be accounted for separately from other funds of such commission or board and shall be used only for expenses associated with the technical review by consultants who are not salaried employees of the municipality or such commission or board. Any amount of the fee remaining after payment of all expenses for such technical review, including any interest accrued, shall be returned to the applicant not later than forty-five days after the completion of the technical review.

(c) No municipality may adopt a schedule of fees under subsection (a) of this section that results in higher fees for (1) development projects built using the provisions of section 8-30g, as amended by this act, or (2) residential buildings containing four or more dwelling units, than for other residential dwellings, including, but not limited to, higher fees per dwelling unit, per square footage or per unit of construction cost.

Sec. 3. Subsection (j) of section 8-1bb of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(j) A municipality, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, may opt out of the provisions of this section and the [provision] provisions of subdivision (5) of subsection [(a)] (d) of section

Substitute House Bill No. 6107

8-2, as amended by this act, regarding authorization for the installation of temporary health care structures, provided the zoning commission or combined planning and zoning commission of the municipality: (1) First holds a public hearing in accordance with the provisions of section 8-7d on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said sections within the period of time permitted under section 8-7d, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered.

Sec. 4. Section 8-2 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) (1) The zoning commission of each city, town or borough is authorized to regulate, within the limits of such municipality: [~~the~~] (A) The height, number of stories and size of buildings and other structures; (B) the percentage of the area of the lot that may be occupied; (C) the size of yards, courts and other open spaces; (D) the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes, including water-dependent uses, as defined in section 22a-93; [~~]~~ and (E) the height, size, location, brightness and illumination of advertising signs and billboards, [~~Such bulk regulations may allow for cluster development, as defined in section 8-18~~] except as provided in subsection (f) of this section.

(2) Such zoning commission may divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of this chapter; and, within such districts, it may regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land. All [~~such~~] zoning regulations shall be uniform for each class or kind of buildings, structures or use of land throughout each district, but the regulations in one district may

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differ from those in another district, [, and]

(3) Such zoning regulations may provide that certain classes or kinds of buildings, structures or [uses] use of land are permitted only after obtaining a special permit or special exception from a zoning commission, planning commission, combined planning and zoning commission or zoning board of appeals, whichever commission or board the regulations may, notwithstanding any special act to the contrary, designate, subject to standards set forth in the regulations and to conditions necessary to protect the public health, safety, convenience and property values. [Such regulations shall be]

(b) Zoning regulations adopted pursuant to subsection (a) of this section shall:

(1) Be made in accordance with a comprehensive plan and in [adopting such regulations the commission shall consider] consideration of the plan of conservation and development [prepared] adopted under section 8-23; [Such regulations shall be]

(2) Be designed to (A) lessen congestion in the streets; [to] (B) secure safety from fire, panic, flood and other dangers; [to] (C) promote health and the general welfare; [to] (D) provide adequate light and air; [to prevent the overcrowding of land; to avoid undue concentration of population and to] (E) protect the state's historic, tribal, cultural and environmental resources; (F) facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements; [Such regulations shall be made] (G) consider the impact of permitted land uses on contiguous municipalities and on the planning region, as defined in section 4-124i, in which such municipality is located; (H) address significant disparities in housing needs and access to educational, occupational and other opportunities; (I) promote efficient review of proposals and applications; and (J) affirmatively further the purposes of the federal Fair Housing Act, 42 USC 3601 et

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seq., as amended from time to time;

(3) Be drafted with reasonable consideration as to the [character] physical site characteristics of the district and its peculiar suitability for particular uses and with a view to [conserving the value of buildings and] encouraging the most appropriate use of land throughout [such] a municipality; [. Such regulations may, to the extent consistent with soil types, terrain, infrastructure capacity and the plan of conservation and development for the community, provide for cluster development, as defined in section 8-18, in residential zones. Such regulations shall also encourage]

(4) Provide for the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a; [. Such regulations shall also promote]

(5) Promote housing choice and economic diversity in housing, including housing for both low and moderate income households; [, and shall encourage]

(6) Expressly allow the development of housing which will meet the housing needs identified in the state's consolidated plan for housing and community development prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to section 16a-26; [. Zoning regulations shall be]

(7) Be made with reasonable consideration for [their] the impact of such regulations on agriculture, as defined in subsection (q) of section 1-1; [.]

(8) Provide that proper provisions be made for soil erosion and

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sediment control pursuant to section 22a-329;

(9) Be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies; and

(10) In any municipality that is contiguous to or on a navigable waterway draining to Long Island Sound, (A) be made with reasonable consideration for the restoration and protection of the ecosystem and habitat of Long Island Sound; (B) be designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris on Long Island Sound; and (C) provide that such municipality's zoning commission consider the environmental impact on Long Island Sound coastal resources, as defined in section 22a-93, of any proposal for development.

(c) Zoning regulations adopted pursuant to subsection (a) of this section may: [be]

(1) To the extent consistent with soil types, terrain and water, sewer and traffic infrastructure capacity for the community, provide for or require cluster development, as defined in section 8-18;

(2) Be made with reasonable consideration for the protection of historic factors; [and shall be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies. On and after July 1, 1985, the regulations shall provide that proper provision be made for soil erosion and sediment control pursuant to section 22a-329. Such regulations may also encourage]

(3) Require or promote (A) energy-efficient patterns of development; [,] (B) the use of distributed generation or freestanding solar, wind and other renewable forms of energy; [,] (C) combined heat and power; and (D) energy conservation; [. The regulations may also provide]

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(4) Provide for incentives for developers who use [passive solar energy techniques, as defined in subsection (b) of section 8-25, in planning a residential subdivision development. The incentives may include, but not be] (A) solar and other renewable forms of energy; (B) combined heat and power; (C) water conservation, including demand offsets; and (D) energy conservation techniques, including, but not limited to, cluster development, higher density development and performance standards for roads, sidewalks and underground facilities in the subdivision; [. Such regulations may provide]

(5) Provide for a municipal system for the creation of development rights and the permanent transfer of such development rights, which may include a system for the variance of density limits in connection with any such transfer; [. Such regulations may also provide]

(6) Provide for notice requirements in addition to those required by this chapter; [. Such regulations may provide]

(7) Provide for conditions on operations to collect spring water or well water, as defined in section 21a-150, including the time, place and manner of such operations; [. No such regulations shall prohibit]

(8) Provide for floating zones, overlay zones and planned development districts;

(9) Require estimates of vehicle miles traveled and vehicle trips generated in lieu of, or in addition to, level of service traffic calculations to assess (A) the anticipated traffic impact of proposed developments; and (B) potential mitigation strategies such as reducing the amount of required parking for a development or requiring public sidewalks, crosswalks, bicycle paths, bicycle racks or bus shelters, including off-site; and

(10) In any municipality where a traprock ridge or an amphibolite ridge is located, (A) provide for development restrictions in ridgeline

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setback areas; and (B) restrict quarrying and clear cutting, except that the following operations and uses shall be permitted in ridgeline setback areas, as of right: (i) Emergency work necessary to protect life and property; (ii) any nonconforming uses that were in existence and that were approved on or before the effective date of regulations adopted pursuant to this section; and (iii) selective timbering, grazing of domesticated animals and passive recreation.

(d) Zoning regulations adopted pursuant to subsection (a) of this section shall not:

(1) Prohibit the operation of any family child care home or group child care home in a residential zone; [. No such regulations shall prohibit]

(2) (A) Prohibit the use of receptacles for the storage of items designated for recycling in accordance with section 22a-241b or require that such receptacles comply with provisions for bulk or lot area, or similar provisions, except provisions for side yards, rear yards and front yards; [. No such regulations shall] or (B) unreasonably restrict access to or the size of such receptacles for businesses, given the nature of the business and the volume of items designated for recycling in accordance with section 22a-241b, that such business produces in its normal course of business, provided nothing in this section shall be construed to prohibit such regulations from requiring the screening or buffering of such receptacles for aesthetic reasons; [. Such regulations shall not impose]

(3) Impose conditions and requirements on manufactured homes, including mobile manufactured homes, having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards or on lots containing such manufactured homes, [which] including mobile manufactured home parks, if those conditions and requirements are

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substantially different from conditions and requirements imposed on (A) single-family dwellings; [and] (B) lots containing single-family dwellings; [. Such regulations shall not impose conditions and requirements on developments to be occupied by manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards which are substantially different from conditions and requirements imposed on] or (C) multifamily dwellings, lots containing multifamily dwellings, cluster developments or planned unit developments; [. Such regulations shall not prohibit]

(4) (A) Prohibit the continuance of any nonconforming use, building or structure existing at the time of the adoption of such regulations; [or] (B) require a special permit or special exception for any such continuance; [. Such regulations shall not] (C) provide for the termination of any nonconforming use solely as a result of nonuse for a specified period of time without regard to the intent of the property owner to maintain that use; [. Such regulations shall not] or (D) terminate or deem abandoned a nonconforming use, building or structure unless the property owner of such use, building or structure voluntarily discontinues such use, building or structure and such discontinuance is accompanied by an intent to not reestablish such use, building or structure. The demolition or deconstruction of a nonconforming use, building or structure shall not by itself be evidence of such property owner's intent to not reestablish such use, building or structure; [. Unless such town opts out, in accordance with the provisions of subsection (j) of section 8-1bb, such regulations shall not prohibit]

(5) Prohibit the installation, in accordance with the provisions of section 8-1bb, as amended by this act, of temporary health care structures for use by mentally or physically impaired persons [in accordance with the provisions of section 8-1bb] if such structures

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comply with the provisions of said section, [.] unless the municipality opts out in accordance with the provisions of subsection (j) of said section;

(6) Prohibit the operation in a residential zone of any cottage food operation, as defined in section 21a-62b;

(7) Establish for any dwelling unit a minimum floor area that is greater than the minimum floor area set forth in the applicable building, housing or other code;

(8) Place a fixed numerical or percentage cap on the number of dwelling units that constitute multifamily housing over four units, middle housing or mixed-use development that may be permitted in the municipality;

(9) Require more than one parking space for each studio or one-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the municipality opts out in accordance with the provisions of section 5 of this act; or

(10) Be applied to deny any land use application, including for any site plan approval, special permit, special exception or other zoning approval, on the basis of (A) a district's character, unless such character is expressly articulated in such regulations by clear and explicit physical standards for site work and structures, or (B) the immutable characteristics, source of income or income level of any applicant or end user, other than age or disability whenever age-restricted or disability-restricted housing may be permitted.

(e) Any city, town or borough which adopts the provisions of this chapter may, by vote of its legislative body, exempt municipal property from the regulations prescribed by the zoning commission of such city, town or borough, [;] but unless it is so voted, municipal property shall be subject to such regulations.

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[(b) In any municipality that is contiguous to Long Island Sound the regulations adopted under this section shall be made with reasonable consideration for restoration and protection of the ecosystem and habitat of Long Island Sound and shall be designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris in Long Island Sound. Such regulations shall provide that the commission consider the environmental impact on Long Island Sound of any proposal for development.

(c) In any municipality where a traprock ridge, as defined in section 8-1aa, or an amphibolite ridge, as defined in section 8-1aa, is located the regulations may provide for development restrictions in ridgeline setback areas, as defined in said section. The regulations may restrict quarrying and clear cutting, except that the following operations and uses shall be permitted in ridgeline setback areas, as of right: (1) Emergency work necessary to protect life and property; (2) any nonconforming uses that were in existence and that were approved on or before the effective date of regulations adopted under this section; and (3) selective timbering, grazing of domesticated animals and passive recreation.]

[(d)] (f) Any advertising sign or billboard that is not equipped with the ability to calibrate brightness or illumination shall be exempt from any municipal ordinance or regulation regulating such brightness or illumination that is adopted by a city, town or borough, pursuant to subsection (a) of this section, after the date of installation of such advertising sign or billboard. [pursuant to subsection (a) of this section.]

Sec. 5. (NEW) (*Effective October 1, 2021*) The zoning commission or combined planning and zoning commission, as applicable, of a municipality, by a two-thirds vote, may initiate the process by which such municipality opts out of the provision of subdivision (9) of subsection (d) of section 8-2 of the general statutes, as amended by this act, regarding limitations on parking spaces for dwelling units,

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provided such commission: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provision of said subsection within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered. Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provision of subsection (d) of section 8-2 of the general statutes, as amended by this act.

Sec. 6. (NEW) (Effective January 1, 2022) (a) Any zoning regulations adopted pursuant to section 8-2 of the general statutes, as amended by this act, shall:

(1) Designate locations or zoning districts within the municipality in which accessory apartments are allowed, provided at least one accessory apartment shall be allowed as of right on each lot that contains a single-family dwelling and no such accessory apartment shall be required to be an affordable accessory apartment;

(2) Allow accessory apartments to be attached to or located within the proposed or existing principal dwelling, or detached from the proposed or existing principal dwelling and located on the same lot as such dwelling;

(3) Set a maximum net floor area for an accessory apartment of not less than thirty per cent of the net floor area of the principal dwelling, or one thousand square feet, whichever is less, except that such regulations may allow a larger net floor area for such apartments;

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(4) Require setbacks, lot size and building frontage less than or equal to that which is required for the principal dwelling, and require lot coverage greater than or equal to that which is required for the principal dwelling;

(5) Provide for height, landscaping and architectural design standards that do not exceed any such standards as they are applied to single-family dwellings in the municipality;

(6) Be prohibited from requiring (A) a passageway between any such accessory apartment and any such principal dwelling, (B) an exterior door for any such accessory apartment, except as required by the applicable building or fire code, (C) any more than one parking space for any such accessory apartment, or fees in lieu of parking otherwise allowed by section 8-2c of the general statutes, (D) a familial, marital or employment relationship between occupants of the principal dwelling and accessory apartment, (E) a minimum age for occupants of the accessory apartment, (F) separate billing of utilities otherwise connected to, or used by, the principal dwelling unit, or (G) periodic renewals for permits for such accessory apartments; and

(7) Be interpreted and enforced such that nothing in this section shall be in derogation of (A) applicable building code requirements, (B) the ability of a municipality to prohibit or limit the use of accessory apartments for short-term rentals or vacation stays, or (C) other requirements where a well or private sewerage system is being used, provided approval for any such accessory apartment shall not be unreasonably withheld.

(b) The as of right permit application and review process for approval of accessory apartments shall require that a decision on any such application be rendered not later than sixty-five days after receipt of such application by the applicable zoning commission, except that an applicant may consent to one or more extensions of not more than an

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additional sixty-five days or may withdraw such application.

(c) A municipality shall not (1) condition the approval of an accessory apartment on the correction of a nonconforming use, structure or lot, or (2) require the installation of fire sprinklers in an accessory apartment if such sprinklers are not required for the principal dwelling located on the same lot or otherwise required by the fire code.

(d) A municipality, special district, sewer or water authority shall not (1) consider an accessory apartment to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless such accessory apartment was constructed with a new single-family dwelling on the same lot, or (2) require the installation of a new or separate utility connection directly to an accessory apartment or impose a related connection fee or capacity charge.

(e) If a municipality fails to adopt new regulations or amend existing regulations by January 1, 2023, for the purpose of complying with the provisions of subsections (a) to (d), inclusive, of this section, and unless such municipality opts out of the provisions of said subsections in accordance with the provisions of subsection (f) of this section, any noncompliant existing regulation shall become null and void and such municipality shall approve or deny applications for accessory apartments in accordance with the requirements for regulations set forth in the provisions of subsections (a) to (d), inclusive, of this section until such municipality adopts or amends a regulation in compliance with said subsections. A municipality may not use or impose additional standards beyond those set forth in subsections (a) to (d), inclusive, of this section.

(f) Notwithstanding the provisions of subsections (a) to (d), inclusive, of this section, the zoning commission or combined planning and zoning commission, as applicable, of a municipality, by a two-thirds

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vote, may initiate the process by which such municipality opts out of the provisions of said subsections regarding allowance of accessory apartments, provided such commission: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said subsections within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered. Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provisions of subsections (a) to (d), inclusive, of this section, except that on and after January 1, 2023, no municipality may opt out of the provisions of said subsections.

Sec. 7. Subsection (k) of section 8-30g of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(k) The affordable housing appeals procedure established under this section shall not be available if the real property which is the subject of the application is located in a municipality in which at least ten per cent of all dwelling units in the municipality are (1) assisted housing, (2) currently financed by Connecticut Housing Finance Authority mortgages, (3) subject to binding recorded deeds containing covenants or restrictions which require that such dwelling units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income, (4) mobile manufactured homes located in mobile manufactured home parks or legally approved accessory apartments, which homes or

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apartments are subject to binding recorded deeds containing covenants or restrictions which require that such dwelling units be sold or rented at, or below, prices which will preserve the units as housing for which, for a period of not less than ten years, persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income, or (5) mobile manufactured homes located in resident-owned mobile manufactured home parks. For the purposes of calculating the total number of dwelling units in a municipality, accessory apartments built or permitted after January 1, 2022, but that are not described in subdivision (4) of this subsection, shall not be counted toward such total number. The municipalities meeting the criteria set forth in this subsection shall be listed in the report submitted under section 8-37qqq. As used in this subsection, "accessory apartment" [means a separate living unit that (A) is attached to the main living unit of a house, which house has the external appearance of a single-family residence, (B) has a full kitchen, (C) has a square footage that is not more than thirty per cent of the total square footage of the house, (D) has an internal doorway connecting to the main living unit of the house, (E) is not billed separately from such main living unit for utilities, and (F) complies with the building code and health and safety regulations] has the same meaning as provided in section 8-1a, as amended by this act, and "resident-owned mobile manufactured home park" means a mobile manufactured home park consisting of mobile manufactured homes located on land that is deed restricted, and, at the time of issuance of a loan for the purchase of such land, such loan required seventy-five per cent of the units to be leased to persons with incomes equal to or less than eighty per cent of the median income, and either [(i)] (A) forty per cent of said seventy-five per cent to be leased to persons with incomes equal to or less than sixty per cent of the median income, or [(ii)] (B) twenty per cent of said seventy-five per cent to be leased to persons with incomes equal to or less than fifty per cent of the median income.

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Sec. 8. Subsection (e) of section 8-3 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(e) (1) The zoning commission shall provide for the manner in which the zoning regulations shall be enforced, except that any person appointed as a zoning enforcement officer on or after January 1, 2023, shall be certified in accordance with the provisions of subdivision (2) of this subsection.

(2) Beginning January 1, 2023, and annually thereafter, each person appointed as a zoning enforcement officer shall obtain certification from the Connecticut Association of Zoning Enforcement Officials and maintain such certification for the duration of employment as a zoning enforcement officer.

Sec. 9. (NEW) (*Effective from passage*) (a) On and after January 1, 2023, each member of a municipal planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals shall complete at least four hours of training. Any such member serving on any such commission or board as of January 1, 2023, shall complete such initial training by January 1, 2024, and shall complete any subsequent training every other year thereafter. Any such member not serving on any such commission or board as of January 1, 2023, shall complete such initial training not later than one year after such member's election or appointment to such commission or board and shall complete any subsequent training every other year thereafter. Such training shall include at least one hour concerning affordable and fair housing policies and may also consist of (1) process and procedural matters, including the conduct of effective meetings and public hearings and the Freedom of Information Act, as defined in section 1-200 of the general statutes, (2) the interpretation of site plans, surveys, maps and architectural conventions, and (3) the impact of zoning on the environment, agriculture and historic resources.

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(b) Not later than January 1, 2022, the Secretary of the Office of Policy and Management shall establish guidelines for such training in collaboration with land use training providers, including, but not limited to, the Connecticut Association of Zoning Enforcement Officials, the Connecticut Conference of Municipalities, the Connecticut Chapter of the American Planning Association, the Land Use Academy at the Center for Land Use Education and Research at The University of Connecticut, the Connecticut Bar Association, regional councils of governments and other nonprofit or educational institutions that provide land use training, except that if the secretary fails to establish such guidelines, such land use training providers may create and administer appropriate training for members of commissions and boards described in subsection (a) of this section, which may be used by such members for the purpose of complying with the provisions of said subsection.

(c) Not later than March 1, 2024, and annually thereafter, the planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals, as applicable, in each municipality shall submit a statement to such municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, affirming compliance with the training requirement established pursuant to subsection (a) of this section by each member of such commission or board required to complete such training in the calendar year ending the preceding December thirty-first.

Sec. 10. Section 7-245 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

For the purposes of this chapter: (1) "Acquire a sewerage system" means obtain title to all or any part of a sewerage system or any interest therein by purchase, condemnation, grant, gift, lease, rental or otherwise; (2) "alternative sewage treatment system" means a sewage treatment system serving one or more buildings that utilizes a method

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of treatment other than a subsurface sewage disposal system and that involves a discharge to the groundwaters of the state; (3) "community sewerage system" means any sewerage system serving two or more residences in separate structures which is not connected to a municipal sewerage system or which is connected to a municipal sewerage system as a distinct and separately managed district or segment of such system, but does not include any sewerage system serving only a principal dwelling unit and an accessory apartment, as defined in section 8-1a, as amended by this act, located on the same lot; (4) "construct a sewerage system" means to acquire land, easements, rights-of-way or any other real or personal property or any interest therein, plan, construct, reconstruct, equip, extend and enlarge all or any part of a sewerage system; (5) "decentralized system" means managed subsurface sewage disposal systems, managed alternative sewage treatment systems or community sewerage systems that discharge sewage flows of less than five thousand gallons per day, are used to collect and treat domestic sewage, and involve a discharge to the groundwaters of the state from areas of a municipality; (6) "decentralized wastewater management district" means areas of a municipality designated by the municipality through a municipal ordinance when an engineering report has determined that the existing subsurface sewage disposal systems may be detrimental to public health or the environment and that decentralized systems are required and such report is approved by the Commissioner of Energy and Environmental Protection with concurring approval by the Commissioner of Public Health, after consultation with the local director of health; (7) "municipality" means any metropolitan district, town, consolidated town and city, consolidated town and borough, city, borough, village, fire and sewer district, sewer district and each municipal organization having authority to levy and collect taxes; (8) "operate a sewerage system" means own, use, equip, reequip, repair, maintain, supervise, manage, operate and perform any act pertinent to the collection, transportation and disposal of sewage; (9) "person" means any person, partnership,

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corporation, limited liability company, association or public agency; (10) "remediation standards" means pollutant limits, performance requirements, design parameters or technical standards for application to existing sewage discharges in a decentralized wastewater management district for the improvement of wastewater treatment to protect public health and the environment; (11) "sewage" means any substance, liquid or solid, which may contaminate or pollute or affect the cleanliness or purity of any water; and (12) "sewerage system" means any device, equipment, appurtenance, facility and method for collecting, transporting, receiving, treating, disposing of or discharging sewage, including, but not limited to, decentralized systems within a decentralized wastewater management district when such district is established by municipal ordinance pursuant to section 7-247.

Sec. 11. Subsection (b) of section 7-246 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(b) Each municipal water pollution control authority designated in accordance with this section may prepare and periodically update a water pollution control plan for the municipality. Such plan shall designate and delineate the boundary of: (1) Areas served by any municipal sewerage system; (2) areas where municipal sewerage facilities are planned and the schedule of design and construction anticipated or proposed; (3) areas where sewers are to be avoided; (4) areas served by any community sewerage system not owned by a municipality; (5) areas to be served by any proposed community sewerage system not owned by a municipality; and (6) areas to be designated as decentralized wastewater management districts. Such plan may designate and delineate specific allocations of capacity to serve areas that are able to be developed for residential or mixed-use buildings containing four or more dwelling units. Such plan shall also describe the means by which municipal programs are being carried out

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to avoid community pollution problems and describe any programs wherein the local director of health manages subsurface sewage disposal systems. The authority shall file a copy of the plan and any periodic updates of such plan with the Commissioner of Energy and Environmental Protection and shall manage or ensure the effective supervision, management, control, operation and maintenance of any community sewerage system or decentralized wastewater management district not owned by a municipality.

Sec. 12. Section 8-30j of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) (1) [At] Not later than June 1, 2022, and at least once every five years thereafter, each municipality shall prepare or amend and adopt an affordable housing plan for the municipality and shall submit a copy of such plan to the Secretary of the Office of Policy and Management, who shall post such plan on the Internet web site of said office. Such plan shall specify how the municipality intends to increase the number of affordable housing developments in the municipality.

(2) If, at the same time the municipality is required to submit to the Secretary of the Office of Policy and Management an affordable housing plan pursuant to subdivision (1) of this subsection, the municipality is also required to submit to the secretary a plan of conservation and development pursuant to section 8-23, such affordable housing plan may be included as part of such plan of conservation and development. The municipality may, to coincide with its submission to the secretary of a plan of conservation and development, submit to the secretary an affordable housing plan early, provided the municipality's next such submission of an affordable housing plan shall be five years thereafter.

(b) The municipality may hold public informational meetings or organize other activities to inform residents about the process of preparing the plan and shall post a copy of any draft plan or amendment

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to such plan on the Internet web site of the municipality. If the municipality holds a public hearing, such posting shall occur at least thirty-five days prior to the public hearing. [on the adoption, the municipality shall file in the office of the town clerk of such municipality a copy of such draft plan or any amendments to the plan, and if applicable, post such draft plan on the Internet web site of the municipality.] After adoption of the plan, the municipality shall file the final plan in the office of the town clerk of such municipality and [, if applicable,] post the plan on the Internet web site of the municipality.

(c) Following adoption, the municipality shall regularly review and maintain such plan. The municipality may adopt such geographical, functional or other amendments to the plan or parts of the plan, in accordance with the provisions of this section, as it deems necessary. If the municipality fails to amend and submit to the Secretary of the Office of Policy and Management such plan every five years, the chief elected official of the municipality shall submit a letter to the [Commissioner of Housing] secretary that (1) explains why such plan was not amended, and (2) designates a date by which an amended plan shall be submitted.

Sec. 13. *(Effective from passage)* (a) There is established a Commission on Connecticut's Development and Future within the Legislative Department, which shall evaluate policies related to land use, conservation, housing affordability and infrastructure.

(b) The commission shall consist of the following members:

(1) Two appointed by the speaker of the House of Representatives, one of whom is a member of the General Assembly not described in subdivision (7), (8), (9) or (10) of this subsection and one of whom is a representative of a municipal advocacy organization;

(2) Two appointed by the president pro tempore of the Senate, one of whom is a member of the General Assembly not described in

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subdivision (7), (8), (9) or (10) of this subsection and one of whom has expertise in state or local planning;

(3) Two appointed by the majority leader of the House of Representatives, one of whom has expertise in state affordable housing policy and one of whom represents a town with a population of greater than thirty thousand but less than seventy-five thousand;

(4) Two appointed by the majority leader of the Senate, one of whom has expertise in zoning policy and one of whom has expertise in community development policy;

(5) Two appointed by the minority leader of the House of Representatives, one of whom has expertise in environmental policy and one of whom is a representative of a municipal advocacy organization;

(6) Two appointed by the minority leader of the Senate, one of whom has expertise in homebuilding and one of whom is a representative of the Connecticut Association of Councils of Governments;

(7) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to planning and development;

(8) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to the environment;

(9) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to housing;

(10) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters

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relating to transportation;

(11) Two appointed by the Governor, one of whom is an attorney with expertise in planning and zoning and one of whom has expertise in fair housing;

(12) The Secretary of the Office of Policy and Management;

(13) The Commissioner of Administrative Services, or the commissioner's designee;

(14) The Commissioner of Economic and Community Development, or the commissioner's designee;

(15) The Commissioner of Energy and Environmental Protection, or the commissioner's designee;

(16) The Commissioner of Housing, or the commissioner's designee; and

(17) The Commissioner of Transportation, or the commissioner's designee.

(c) Appointing authorities, in cooperation with one another, shall make a good faith effort to ensure that, to the extent possible, the membership of the commission closely reflects the gender and racial diversity of the state. Members of the commission shall serve without compensation, except for necessary expenses incurred in the performance of their duties. Any vacancy shall be filled by the appointing authority.

(d) The speaker of the House of Representatives and the president pro tempore of the Senate shall jointly select one of the members of the General Assembly described in subdivision (1) or (2) of subsection (b) of this section to serve as one cochairperson of the commission. The Secretary of the Office of Policy and Management shall serve as the other

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cochairperson of the commission. Such cochairpersons shall schedule the first meeting of the commission.

(e) The commission may accept administrative support and technical and research assistance from outside organizations and employees of the Joint Committee on Legislative Management. The cochairpersons may establish, as needed, working groups consisting of commission members and nonmembers and may designate a chairperson of each such working group.

(f) (1) Except as provided in subdivision (2) of this subsection, not later than January 1, 2022, and not later than January 1, 2023, the commission shall submit a report to the joint standing committees of the General Assembly having cognizance of matters relating to planning and development, environment, housing and transportation and to the Secretary of the Office of Policy and Management, in accordance with the provisions of section 11-4a of the general statutes, regarding the following:

(A) Any recommendations for statutory changes concerning the process for developing, adopting and implementing the state plan of conservation and development;

(B) Any recommendations for (i) statutory changes concerning the process for developing and adopting the state's consolidated plan for housing and community development prepared pursuant to section 8-37t of the general statutes, and (ii) implementation of such plan;

(C) Any recommendations (i) for guidelines and incentives for compliance with (I) the requirements for affordable housing plans prepared pursuant to section 8-30j of the general statutes, as amended by this act, and (II) subdivisions (4) to (6), inclusive, of subsection (b) of section 8-2 of the general statutes, as amended by this act, and (ii) as to how such compliance should be determined, as well as the form and

Substitute House Bill No. 6107

manner in which evidence of such compliance should be demonstrated. Nothing in this subparagraph may be construed as permitting any municipality to delay the preparation or amendment and adoption of an affordable housing plan, and the submission of a copy of such plan to the Secretary of the Office of Policy and Management, beyond the date set forth in subsection (a) of section 8-30j of the general statutes, as amended by this act;

(D) (i) Existing categories of discharge that constitute (I) alternative on-site sewage treatment systems, as described in section 19a-35a of the general statutes, (II) subsurface community sewerage systems, as described in section 22a-430 of the general statutes, and (III) decentralized systems, as defined in section 7-245 of the general statutes, as amended by this act, (ii) current administrative jurisdiction to issue or deny permits and approvals for such systems, with reference to daily capacities of such systems, and (iii) the potential impacts of increasing the daily capacities of such systems, including changes in administrative jurisdiction over such systems and the timeframe for adoption of regulations to implement any such changes in administrative jurisdiction; and

(E) (i) Development of model design guidelines for both buildings and context-appropriate streets that municipalities may adopt, in whole or in part, as part of their zoning or subdivision regulations, which guidelines shall (I) identify common architectural and site design features of building types used in urban, suburban and rural communities throughout this state, (II) create a catalogue of common building types, particularly those typically associated with housing, (III) establish reasonable and cost-effective design review standards for approval of common building types, accounting for topography, geology, climate change and infrastructure capacity, (IV) establish procedures for expediting the approval of buildings or streets that satisfy such design review standards, whether for zoning or subdivision

Substitute House Bill No. 6107

regulations, and (V) create a design manual for context-appropriate streets that complement common building types, and (ii) development and implementation by the regional councils of governments of an education and training program for the delivery of such model design guidelines for both buildings and context-appropriate streets.

(2) If the commission is unable to meet the January 1, 2022, deadline set forth in subdivision (1) of this subsection for the submission of the report described in said subdivision, the cochairpersons shall request from the speaker of the House of Representatives and president pro tempore of the Senate an extension of time for such submission and shall submit an interim report.

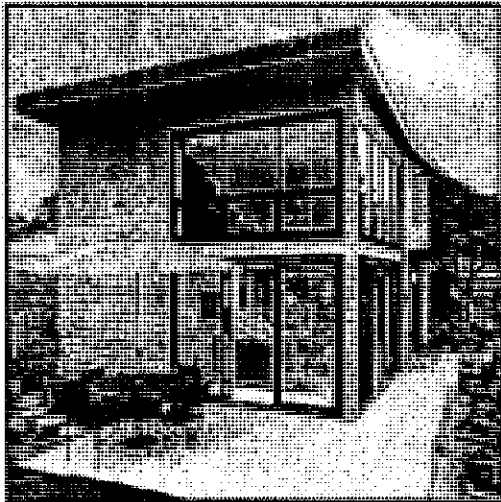
(3) The commission shall terminate on the date it submits its final report or January 1, 2023, whichever is later.

Approved June 10, 2021



The ABCs of ADUs

A guide to
Accessory Dwelling Units
and how they expand housing options
for people of all ages



DETACHED ADU



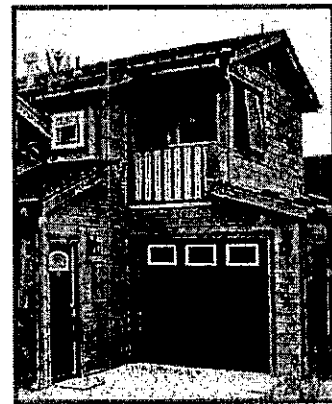
BASEMENT ADU



GARAGE-CONVERSION ADU



ATTACHED ADU



SECOND-STORY ADU

AARP.org/ADUs



Websites: AARP.org and AARP.org/Livable
 Email: Livable@AARP.org
 Facebook: [/AARPLivableCommunities](https://www.facebook.com/AARPLivableCommunities)
 Twitter: [@AARPLivable](https://twitter.com/AARPLivable)
 Free Newsletter: AARP.org/LivableSubscribe

AARP is the nation's largest nonprofit, nonpartisan organization dedicated to empowering people 50 or older to choose how they live as they age. With nearly 38 million members and offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, AARP strengthens communities and advocates for what matters most to families: health security, financial stability and personal fulfillment. The AARP Livable Communities initiative works nationwide to support the efforts by neighborhoods, towns, cities, counties, rural areas and entire states to be livable for people of all ages.



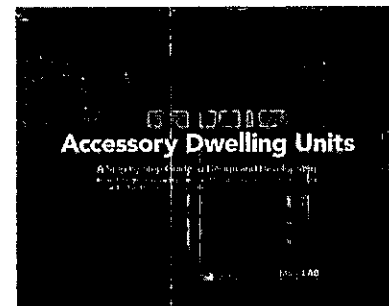
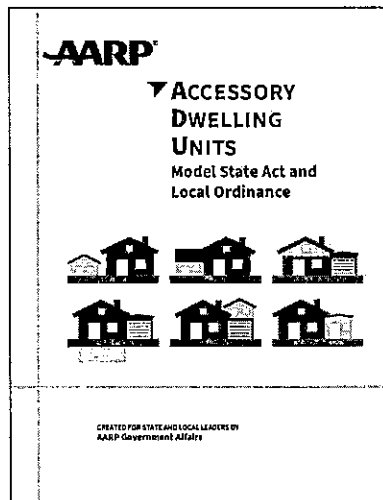
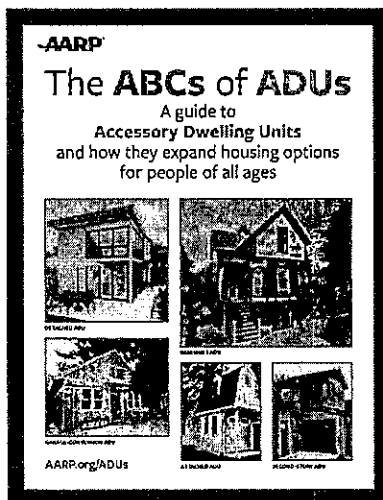
Orange SpLOT.LLC

Website: OrangeSpLOT.net
 Email: eli@OrangeSpLOT.net

Orange SpLOT LLC is a development, general contracting and consulting company with a mission to pioneer new models of community-oriented, affordable green housing developments. Orange SpLOT projects have been featured in the *New York Times*, *Sunset magazine* and on NBC's *Today* show. (The detached ADUs on page 3 and the back cover are by Orange SpLOT.) Company founder Eli Spevak has managed the financing and construction of more than 300 units of affordable housing, was awarded a Loeb Fellowship by the Harvard University Graduate School of Design, cofounded the website AccessoryDwellings.org and serves as chair of Portland, Oregon's Planning and Sustainability Commission.

AARP and Accessory Dwelling Units

Visit AARP.org/ADU to order or download our free publications and find more resources about ADUs.



AARP's ADU Publications
 (from left): This introductory guide; guidance about creating an ADU model state act or local ordinance; a detailed guide to design and development.

Welcome! Come On In

Accessory dwelling units are a needed housing option for people of all ages

We know from surveys by AARP and others that a majority of Americans prefer to live in walkable neighborhoods that offer a mix of housing and transportation options and are close to jobs, schools, shopping, entertainment and parks.

These preferences — coupled with the rapid aging of the United States' population overall, the decrease in households with children and the national housing shortage — will continue to boost the demand for smaller homes and affordable, quality rental housing.

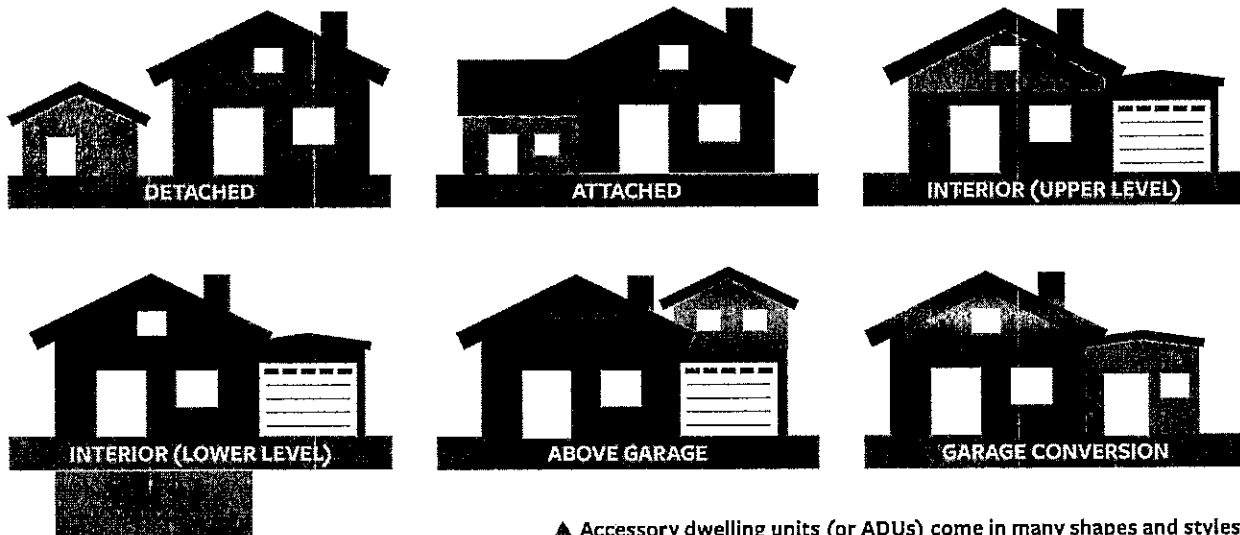
As small houses or apartments that exist on the same property lot as a single-family residence, accessory dwelling units — or ADUs — play a major role in serving a national housing need.

This traditional home type is reemerging as an affordable and flexible housing option that meets the needs of older adults and young families alike.

In fact, in the 2021 AARP Home and Community Preferences Survey, adults age 18 or older who would consider creating an ADU said they'd do so in order to:

- provide a home for a loved one in need of care (86%)
- provide housing for relatives or friends (86%)
- have a space for guests (82%)
- create a place for a caregiver to stay (74%)
- increase the value of their home (69%)
- feel safer by having someone living nearby (67%)
- earn extra income from renting to a tenant (63%)

Since ADUs make use of the existing infrastructure and housing stock, they're also environmentally friendly and respectful of a neighborhood's pace and style. An increasing number of towns, cities, counties and entire states have been adapting their zoning or housing laws to make it easier for homeowners to create ADUs. ■



▲ Accessory dwelling units (or ADUs) come in many shapes and styles.

The ABCs of ADUs is a primer for elected officials, policymakers, local leaders, homeowners, consumers and others to learn what accessory dwelling units are and how and why they are built. The guide also suggests best practices for how towns, cities, counties and states can support the creation of ADUs as a way to expand and diversify housing options.

What ADUs Are — And What They Can Do

ADUs are a family-friendly, community-creating type of housing the nation needs more of

Although many people have never heard the term, accessory dwelling units have been around for centuries (see page 6) and are identified by many different names. To be clear about what’s being discussed:

- An ADU is a small residence that shares a single-family lot with a larger, primary dwelling
- As an independent living space, an ADU is self-contained, with its own kitchen or kitchenette, bathroom and sleeping area
- An ADU can be located within, attached to or detached from the main residence
- An ADU can be converted from an existing structure (such as a garage) or built anew
- ADUs are found in cities, in suburbs and in rural areas, yet are often invisible from view because they’re positioned behind or are tucked within a larger home
- Because ADUs are built on single-family lots as a secondary dwelling, they typically cannot be partitioned off to be sold separately
- An ADU can enable family members (including family caregivers) to reside on the same property while having their own living spaces
- An ADU can provide housing for a hired caregiver
- An ADU can provide rental income to homeowners
- ADUs are a practical option for tenants seeking small, affordably priced rental housing
- For homeowners looking to downsize, an ADU can be a more appealing option than moving into an apartment or, if they’re older, an age-restricted community
- ADUs can help older residents remain independent and “age in place”
- As an adaptable form of housing, ADUs provide flexible solutions for changing needs. ■



▲ Accessory dwelling units show up in neighborhoods throughout the country — and even in pop culture. One example: In the sitcom *Happy Days*, Fonzie (right) rents an above-garage ADU from the Cunningham family in 1950s-era Milwaukee, Wisconsin.

CREATIVE COMMONS

ADUs Are Also Known As ...

Although most local governments, zoning codes and planners in the United States use the term *accessory dwelling unit* or *ADU*, these small homes and apartments are known by dozens of other names. The different terms conjure up different images. (Who wouldn’t rather live in a “carriage house” than in an accessory or “ancillary” unit?) Even if you’ve never heard of accessory dwelling units or ADUs, you have likely heard of — and perhaps know the locations of — some of the home types noted in the list at right. ■



▲ Renting out this 350-square-foot garage-conversion ADU in Portland, Oregon, helps the property owner, who lives in the lot’s primary residence, pay her home mortgage.

- accessory apartment
- backyard bungalow
- basement apartment
- casita
- carriage house
- coach house
- English basement
- garage apartment
- granny flat
- guest cottage
- guest house
- in-law suite
- laneway house
- multi-generational house
- ohana unit
- secondary dwelling unit

PHOTO AND LIST FROM ACCESSORYDWELLINGS.ORG

ADUs Come in Many Shapes and Styles

Since ADUs are custom designed and created, they're able to fit discreetly into all sorts of locations, including suburban subdivisions, walkable towns, urban neighborhoods — and, of course, large lots and rural regions.



◀ A **DETACHED ADU** (aka DADU) is a stand-alone home on the same lot as a larger, primary dwelling. Examples include backyard bungalows and converted outbuildings.

*Location: Portland, Oregon
Photo by David Todd*



▲ An **ATTACHED ADU** connects to an existing house, typically through the construction of an addition along the home's side or rear. Such units can have a separate or shared entrance. In this example, the owners built a connection between the house and what was a detached garage. The addition and the space above the garage contain the ADU, which has its own entrance (pictured at right).



*Location: Anne Arundel County, Maryland
Photo by Melissa Stanton, AARP*

► Access to an **UPPER-LEVEL ADU** can be provided through a stairway inside the main home or directly from an exterior staircase. This 500-square-foot ADU is part of a 1,900-square-foot primary dwelling.



*Location: Portland, Oregon
Photo by Eli Spevak,
Orange Splot LLC*



▲ A **GARAGE ADU** converts all or part of an attached or detached garage into a residence. Other options: adding an ADU above a garage or building a new unit for both people and cars.

*Location: Cape May, New Jersey
Photo by Melissa Stanton, AARP*



▲ A **LOWER-LEVEL ADU** is typically created through the conversion of a home's existing basement (provided that height and safety conditions can be met) during construction of the house or (above and on page 7) as part of a foundation replacement and house lift.

Location: Portland, Oregon | Photo by Chris Nascimento

ADUs Are Good for People and Places

Communities that understand the benefits of ADUs allow homeowners to create them

ADUs are an economical housing option

- ADUs can generate rental income to help homeowners cover mortgage payments or simply make ends meet. The income provided by an ADU tenant can be especially important for older people on fixed incomes.
- Since the land on which an ADU is built already belongs to the homeowner, the expense to build a secondary residence is for the new structure only.
- Many ADUs are created for family members or friends to reside in for free or at a discounted rate. In fact, when a loved one is in need of care or can't live alone, an ADU can be a viable alternative to a costly assisted-living facility.
- Although market rate rents for ADUs tend to be slightly more than for similarly sized apartments, they often represent the *only* affordable rental choices in single-family neighborhoods, which typically contain few or no small or rental housing options at all.
- The state of California and some municipalities are boosting ADUs by providing grants and other incentives as part of affordable housing and anti-displacement strategies to help lower-income households build ADUs or reside in them at reliable rents.

ADUs are community-compatible

- ADUs offer a way to include smaller, relatively affordable homes in established neighborhoods with minimal visual impact and without adding to an area's sprawl.
- ADUs provide a more dispersed and incremental way of adding homes to a community than other options, such as multistory apartment buildings.
- ADUs are typically managed by homeowners who live on the premises. Such landlords are less likely to tolerate a destructive tenant.

ADUs are good for the environment

- ADUs require fewer resources to build and maintain than full-sized homes.
- ADUs use significantly less energy for heating and cooling. (Of all the ADU types, internal ones tend to have the lowest building and operating costs.)

ADUs are just the right size

- Generally measuring between 600 and 1,000 square feet, ADUs work well for the one- and two-bedroom homes needed by today's smaller, childless households, which now account for nearly two-thirds of all households in the United States.

ADUs are able to house people of all ages

- ADUs offer young people entry-level housing choices.
- ADUs enable families to expand beyond their primary home.
- ADUs provide empty nesters and others with the option of moving into a smaller space while renting out their larger house or letting an adult child and his or her family reside in it.
- An ADU's use can be adapted for different household types, income levels, employment situations and stages of life. ■

Big houses are being built, small houses are needed

Do we really need more than three times as much living space per person as we did in 1950? Can we afford to buy or rent, heat, cool and care for such large homes?

YEAR	1950	2020
Median square footage of new single-family homes	983	2,261
Number of people per household	3.8	2.5
Square feet of living space per person	292	904

FACT: ADUs house more people per square foot of living area than single-family homes do.

SOURCE: NATIONAL ASSOCIATION OF HOME BUILDERS, U.S. CENSUS BUREAU

HOME VISIT #1 Attached ADU Addition

Santa Cruz, California
Size: 500 square feet



▲ The area with the darker roof shingles is the ADU that was added onto the home of Carrie and Sterling Whitley.

▼ The Whitleys' ADU (that's Carrie showing off the front yard's new paths and plantings) has its own entrance on the side of the home and is being rented to the couple's daughter so she can help her elderly parents when needed.

When Carrie and Sterling Whitley bought their house in 1971, they paid less than \$15,000. Nearly 50 years later, similar homes on their street have sold for more than \$1 million.

THE PROBLEM: The Whitleys, who are in their 80s, own the house outright and don't want to move. But the financial and physical demands involved in maintaining the house are a challenge.

A SOLUTION: To help low-income homeowners age 62 or older live independently and keep their homes, the Monterey Bay affiliate of Habitat for Humanity and the City of Santa Cruz launched My House My Home: A Partnership for Aging-in-Place. The pilot program builds accessory dwelling units so older homeowners can downsize into a new, aging-friendlier home and earn rental income from their original house. Or such homeowners can remain in their house and rent out the new, smaller residence. Participating homeowners are required to charge an affordable rental rate.

REALITY CHECK: When the Whitleys' project broke ground in April 2017, they were the first homeowners to receive an ADU through the program, which worked with them to design the ADU as an addition to their existing home. Since the dwelling was built with accessibility features, Carrie and Sterling know they can downsize into it if they ever need to. Until then, their daughter, Brenda, resides in the addition.

REAL LIFE: "I'm right next door to my parents in case they need me or need any help," Brenda says.

Design: Historic Sheds | Builder: Historic Sheds | Cost to build: \$158,000 in 2017 (not including volunteer labor) | Photos by Michael Daniel | Article adapted from Where We Live: Communities for All Ages (AARP 2018)



ADU ADVICE: With an attached ADU, privacy between the two residences can be achieved by locating the ADU bedroom(s) and bathroom(s) as far as possible from the main house. Providing the ADU with its own yard or outdoor space is helpful too.

ADUs Are an American Tradition

While today's interest in ADUs may be new, the housing type is centuries old

Early settlers often built a small home to live in while constructing their larger, primary house nearby.

When farming was a source of survival for most of the nation's households, families routinely constructed additional homes on their land when needed.

People with wealth and acreage regularly populated their lands with secondary mansions and ancillary buildings independent of the main estate house.

In fact, until the 20th century, people who owned land built as many homes as they wished, often for extended family or workers. There were few or no zoning rules, municipal services or infrastructure needs (utilities, roads, schools, trash collection, first-responders) to consider.

A historic precedent for the modern day accessory dwelling unit is the "carriage house," or "coach house." Originally built for horse-drawn carriages, the structures associated with grander homes were frequently large enough to double as living quarters for workers such as stable hands.

Decades later, in response to housing shortages and economic needs, many surviving carriage houses were

▼ **This carriage house containing a one-bedroom, one-bath ADU above a two-car garage sits behind a six-level, Gilded Age, Hoboken, New Jersey, townhome that was built in 1883. The dual residence property was on the market in 2018 for \$5 million.**



converted into rental homes. By becoming landlords, the owners gained income from their often unused outbuildings.

Automobile garages have a similar history. Some were originally built with a housing unit upstairs. Over time, many garages were converted (often illegally or under zoning codes no longer applicable today) into small homes when the spaces became more valuable for housing people than vehicles.

With the rise of suburban single-family home developments following World War II, ADUs practically ceased to be built legally in the United States. Then as now, residential zoning codes typically allowed only one home per lot, regardless of the acreage and with no exceptions. Attached and detached garages occupied yard space that might otherwise have been available for ADUs.

Some cities, including Chicago, grandfathered in pre-existing "coach house" ADUs — but only if they remained consistently occupied. In Houston's historic and trendy Heights neighborhood, old and new garage apartments are common and desired.

Many communities don't allow new ADUs, even if they did in the past. Even in rural areas with ample land, property owners are often prohibited from creating secondary dwellings or continuing to live in preexisting ones. Countless units in single-family homes or yards are technically illegal simply because they date from when such units were not allowed.

ADUs began making a comeback in the 1980s as cities explored ways to support smaller and more affordable housing options within single-dwelling neighborhoods. In 2000, in response to a growing demand for ADU-supportive guidelines, AARP and the American Planning Association partnered to release a model state act and local code for ADUs. An updated resource was published by AARP in 2021. (See an image of it on the inside front cover of this guide.)

Many state and local governments are legalizing and encouraging the creation of ADUs (see page 8), driven by high housing costs and, in some cases, the belief that homeowners with suitable space shouldn't be so restricted in the use of their property. ■

HOME VISIT #2

Garage Apartment ADU

Denver, Colorado

Size: 360 square feet



▲ The apartment above the garage can be reached from inside the garage or from an exterior side entrance accessed from the yard; it shares with the primary residence.

“I see our ADU as something very similar to a student loan,” says Mara Owen. “It’s something you invest in the future with. It was cheaper than buying a house for Mom, and it lets her have independence. It’s great knowing we can check in on her whenever.”

AH-HA MOMENT: Owen, her partner, Andrew, and their three dogs were sharing a one-bedroom, one-bath house with her mother, Diane. When Owen learned that ADUs were allowed in the city, she decided the best way to get more space for her small home’s many residents would be to remove their “leaky and defunct” garage and build a new two-car garage with an apartment above it.

WISE ADVICE: “Get a really great builder and architect,” says Owen. “Interviewing architects was similar to a first date. It’s not just who you feel connected with. That’s important, but get to the values. It’s a niche market, so see if you can find someone who has built ADUs before, because ADUs are a little different.”

FUTURE PLANS: The stairs to Diane’s apartment are wide enough for a stair lift, if it’s ever needed. The roof was built at the correct slope for the eventual installation of solar panels.

Design: Hive Architecture | Builder: Hive Architecture | Cost to build: \$167,000 in 2016 | Photo by Mara Owen | Article adapted from “ADU Case Studies” by Lina Menard on AccessoryDwellings.org. Visit the website to read about and see photographs of more ADU projects.

HOME VISIT #3

Basement ADU

Portland, Oregon

Size: 796 square feet

The transformation of this colorful Victorian was both a preservation and expansion project.

TEACHING MOMENT: “Here’s a very welcome breath of fresh air, especially in the face of so much gentrification that is going on in Portland!” declared Mark Lakeman, principal of Communitecture, an architectural, planning and design firm, about the pictured remodel. Writing on his company’s website, he says the project provides a lesson in how to “adapt and reuse our precious historic houses so they can accommodate more people while also providing more income to support the existing home.”

HOW’D THEY DO IT? To add a basement rental unit, engineers lifted the house. The resulting ADU is roughly four feet underground and four feet above.



▲ By lifting the house and digging beneath it, designers, engineers and builders turned a two-story, single-family home into a three-story, multifamily residence. (The ADU’s entrance is pictured on page 3.)

THE ACHIEVEMENT: Adds Lakeman: “Unlike the seemingly pervasive method of simply tearing down existing buildings so that new, giant ones can be built, this approach achieves upgrades in energy efficient living places and adds density while retaining the continuity of our beloved historical urban environment.”

*Design: Communitecture | Home Lift: Emmert International
Builder: Tom Champion | Cost to build: \$125,000 in 2015 | Photos by Communitecture (before) and Chris Nascimento (after)*

The Time Is Now

Rules for ADUs continue to evolve and frequently differ from one town to the next

Some communities allow almost any home to be set up with an ADU — so long as size limits, property line setbacks and placement caveats in relation to the primary dwelling are met. Others start with those basic standards and then layer on extra requirements that can make it challenging to create an ADU. (Learn more on pages 14 and 15.)

Municipalities nationwide have been relaxing their restrictions against ADUs, and several states now require communities to allow them. Some examples:

- New Hampshire and Vermont allow ADUs nearly everywhere single-family housing is permitted. New Hampshire's 2017 legislation stemmed in large part from the frustration of builders who couldn't construct the backyard cottages and garage apartments their clients desired.
- In 2020, the California legislature declared that "allowing accessory dwelling units in zones that allow single-family and multifamily uses provides additional rental housing, and is an essential component in addressing California's housing needs." The state allows up to one ADU and one JADU per lot. (What's a JADU? See page 14.)
- Oregon requires cities and counties of certain sizes to allow ADUs in all single-family areas within urban growth boundaries. In 2021, the state extended ADU rights to rural residential areas.
- Other states allowing ADUs include Connecticut, Rhode Island and Utah. Many cities now allow ADUs, including Anchorage, Alaska; Atlanta, Georgia; Annapolis, Maryland; Asheville, North Carolina; Austin, Texas; Denver, Colorado; Honolulu, Hawaii; Houston, Texas; Louisville, Kentucky; Philadelphia, Pennsylvania; Phoenix and Tucson, Arizona; Seattle, Washington; and Washington, D.C. ■

► Located on the lowest floor of a town house, an English basement is a partially belowground apartment that has its own exterior entrance. They are typically found in older cities such as New York or (pictured) Washington, D.C. In the past, property owners used the space as servant quarters. Today, these essentially built-in ADUs are often used as rental apartments.

To Encourage ADUs

LOCAL OFFICIALS can ...

- allow all ADU types (detached, attached, interior)
- simplify the building permit process for ADUs
- waive or reduce permit and impact fees
- establish funding programs to help homeowners create ADUs
- let garages be converted into ADUs without requiring replacement off-street parking
- allow for the creation of a second ADU, subject to a combined size cap

COMMUNITY PLANNERS can ...

- adopt simple, flexible but nondiscretionary ADU rules about setbacks, square footage and design compatibility with the primary dwelling

LENDERS can ...

- work with homeowners to finance the construction of ADUs by using renovation loans

ADVOCATES can ...

- organize tours of completed ADUs in order to inform and inspire the community
- educate homeowners, real estate agents, architects and builders about local zoning regulations and the permit process

REAL ESTATE AGENTS can ...

- educate themselves and their clients about rules for the construction of ADUs

LOCAL MEDIA can ...

- report on how and why homeowners build ADUs



PHOTO: SARAH DALE FOR AARP

HOME VISIT #4

Internal ADU (Main Level)

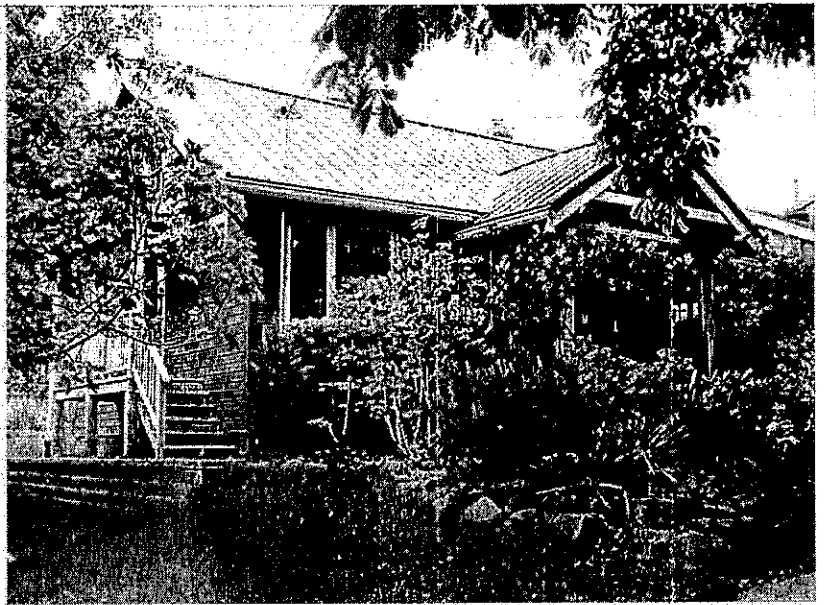
Portland, Oregon

Size: 220 square feet

Even small homes can have enough space for an ADU. An underused main floor bedroom in this 1.5-story, 1,500-square-foot bungalow was transformed into a studio apartment.

AH-HA MOMENT: According to Joan Grimm, who owns the home with Rita Haberman: “What we were looking for in terms of a community and aging in place was right under our noses. Remove a fence and create a shared open space. Build a wall and create a second dwelling unit. It doesn’t have to be complicated.”

REAL LIFE: “Creatively carving out an ADU from the main floor of our house saved on design and construction costs,” Grimm adds. “It provides an opportunity for rental income, with no significant compromise to the livability of our home.”



▲ The steps and side entrance lead to the studio apartment ADU, which was crafted out of an existing space. The covered porch to the right leads to the primary residence. The ADU contains a kitchen, small dining and living area, sleeping area, bathroom and laundry area. (See two interior photos on pages 19 and 20.)

*Design: Rita Haberman | Builder: RS Wallace Construction
Cost to build: \$55,000 in 2015 (with some work done by the homeowners)
Photos courtesy Billy Ulmer | Article adapted from “ADU Case Studies” by Lina Menard on AccessoryDwellings.org*

HOME VISIT #5

Internal ADU (Lower Level)

Portland, Oregon

Size: 795 square feet

“We were looking for a way to live in our house for the rest of our lives and to generate at least some income in the process,” Robert Mercer and Jim Heuer wrote for the program guide of the annual Portland ADU Tour when their home was part of the lineup. “An ADU offers the possibility of caregiver lodging in the future or even a place for us to live while we rent out the main house if we get to the point where we can’t handle the stairs any longer.”

THE SOUND OF SILENCE: Internal ADUs often require that soundproofing insulation be installed between the primary dwelling and the accessory unit that’s below, above or beside it. In Portland, the building code for duplex residences requires a sound insulation rating of at least STCC45. To property owners thinking about a similar ADU setup, the duo advise: “Think about how you live in your home and how having downstairs neighbors will change what

▼ The door to the right of the garage leads to a ground-floor ADU with windows along the back and side walls. The upper-level windows are part of the main residence.



you can and can’t do with your space and what investment you are prepared to make in sound insulation.”

AN ADDED BONUS: “We are pleased that we have been able to provide more housing density on our property and still be in keeping with the historic character of our home.”

*Design: DMS Architects | Builder: Weitzer Company | Cost to build: \$261,000 in 2016 | Photo by Melissa Stanton, AARP
Article adapted from the 2017 ADU Tour project profiles on AccessoryDwellings.org*

Bringing Back ADUs

The reasons for creating or living in an ADU are as varied as the potential uses

ADUs are flexible. Over time, a single ADU might be used in many ways as an owner's needs and life circumstances change. Following are just a few reasons why ADUs are created and by whom:

EMPTY NESTERS can build an ADU and move into it, then rent out the main house for supplemental income or make it available to their adult children.

FAMILIES WITH YOUNG CHILDREN can use an ADU as housing for a nanny or au pair or even a grandparent or two, who can then help raise their grandkids and be assisted themselves as they age.

INDIVIDUALS IN NEED OF CARE can reside in an ADU to be near family members, or they can use the ADU to house a live-in aide. (In fact, ADUs can be an affordable and more comforting alternative to an assisted-living facility or nursing home.)

HOME BUYERS can look forward to the rental income from an ADU to help pay their mortgage or finance home improvements, especially in expensive housing markets.

HOME-BASED WORKERS can use an ADU as their office or workshop.

HOMEOWNERS can use an ADU for guests or as housing for friends or loved ones who:

- aren't yet financially independent, such as new high school or college graduates
- need temporary housing due to an emergency or while renovating their own home
- have disabilities but can live independently if family reside nearby ■



▲ The zoning code in Evanston, Illinois, permits accessory dwelling units, creating an opportunity for the owners of this 1911 home with an outbuilding in the backyard.

Planning and Paying for ADUs

Most new homes are built by developers, entire subdivisions at a time. Apartments are also built by pros.

But ADUs are different.

Although ADUs are occasionally designed into new residential developments, the vast majority are created by individual homeowners after they move in. In other words, ADUs are usually created by enthusiastic and motivated *amateurs*.

An ADU may present the ultimate chance for a do-it-yourselfer to build his or her small dream home. More often, homeowners bring in a combination of architects, designers and construction contractors to do the work, much as they would for a home addition or major kitchen remodeling. The local municipality's planning department can provide guidance on the rules for ADUs and information about what permits, utility connections and fees are involved.

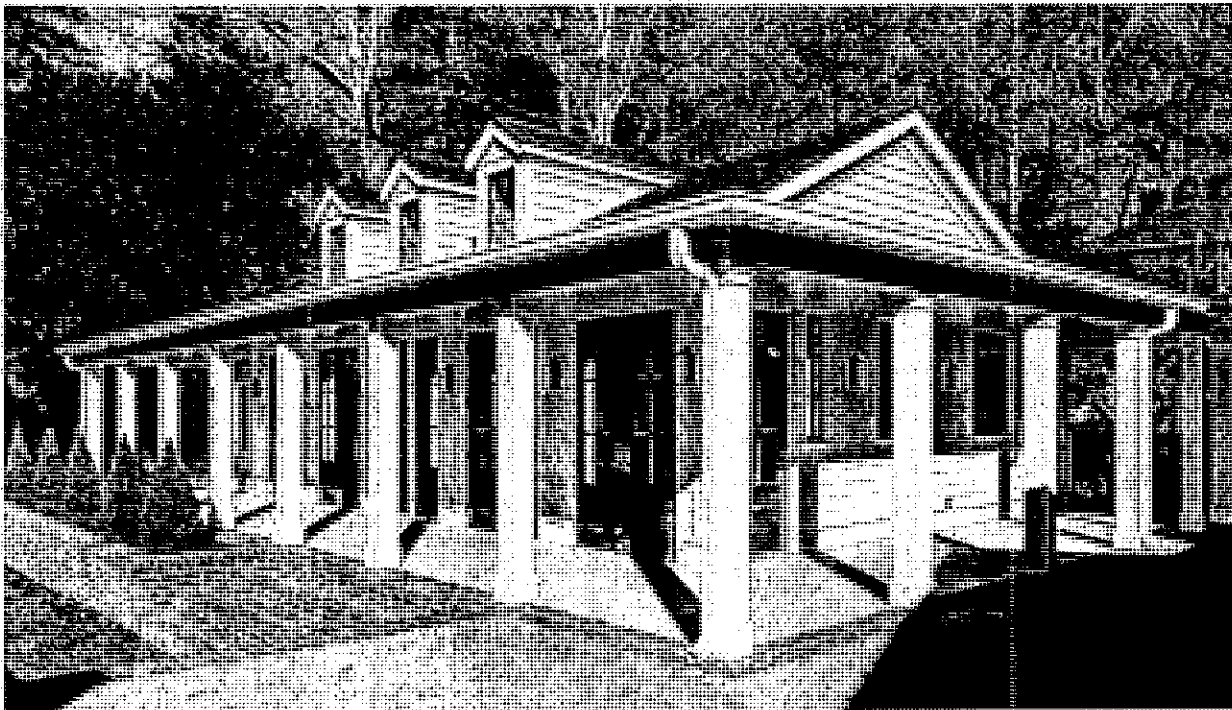
ADUs aren't cheap, and they are often the most significant home improvement project a homeowner will undertake.

Although internal ADUs can sometimes be built for about \$50,000, new detached ADUs often exceed \$150,000. Most ADUs are financed through some combination of savings, second mortgages, home equity lines of credit and/or funds from family members (sometimes a relative who ends up living in it).

In some areas, the cost of building an ADU can be recouped after a few years of renting it. If that's the plan, it's worth estimating the expenses versus the potential income before undertaking an ADU project.

A few cities, nonprofits and start-ups are experimenting with creative financing options that could put ADUs within reach for more homeowners and their families, as well as prospective renters.

PHOTO: ELLI SPENAK, ORANGE SHOOT LLC



▲ Walt Drake's southern-style, one-bedroom ADU has an outdoor, wraparound porch that can be accessed without using steps. The design is in keeping with other buildings in the neighborhood.

HOME VISIT #6

Detached ADU (One-Story)

Decatur, Georgia

Size: 800 square feet

When Walt Drake decided to downsize, his son Scott purchased his dad's house for himself and his family and built a detached ADU (or DADU) for Walt.

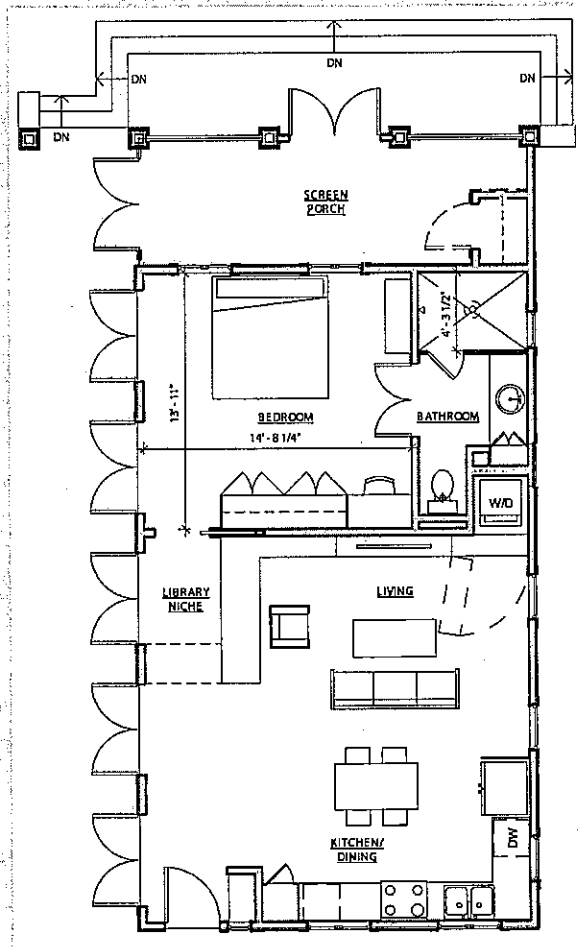
"From not finding what we wanted for Dad, we decided to create it," says Scott. "Neighborhoods built in the 1920s have carriage houses. Building an ADU was a modern day version of something people have been doing on their property in this area for a hundred years."

NEAR AND FAR: "We wanted the houses to be separate and to feel like we're each on our own property, but we're there for each other," says Scott.

AGING-FRIENDLY: Building the ADU meant Walt didn't have to leave his home and neighborhood. "He was able to keep his own stuff and turn over what he didn't need to us," says Scott. "It kept my dad in place, which I think was important."

FUTURE PLANS: Scott says the ADU is "serving its intended purpose" but that someday down the road it could be used as a long- or short-term rental. "The ADU could turn into lots of different things over the course of its lifetime."

Design: Adam Wall, Kronberg Wall | Builder: Rob Morrell | Cost to build: \$350,000 in 2014 | Photo by Fredrik Brauer | Floor plan by Kronberg Wall Architects | Article adapted from "ADU Case Studies" by Lina Menard on AccessoryDwellings.org.



ADUs Are Age-Friendly Housing

New-construction ADUs can be created with “universal design” features

An “age-friendly” home has a zero-step entrance and includes doorways, hallways and bathrooms that are accessible for people with mobility differences. Converted garages (such as the one pictured on page 2) are among the easiest and least expensive ADU solutions for aging in place since they’re preexisting structures and generally have no-step entries. To learn more about making a home aging-friendly, download or order the *AARP HomeFit Guide* at AARP.org/HomeFit.

HOME VISIT #7

Detached ADU (Two-Story)

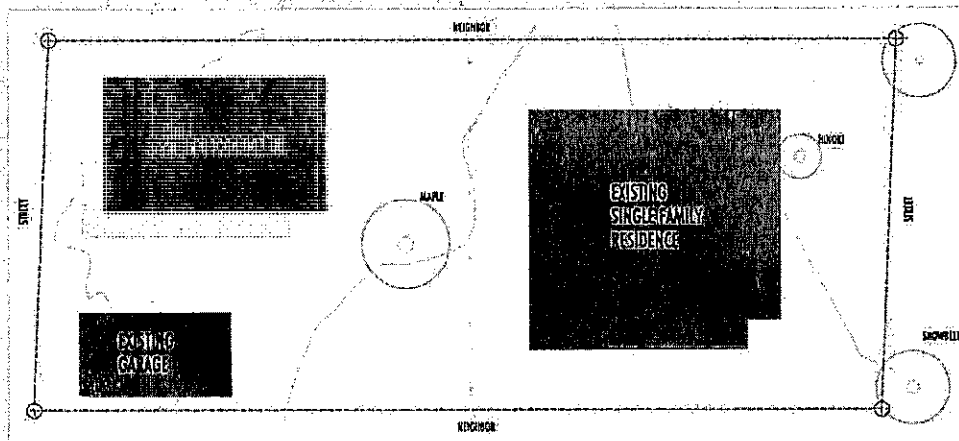
Seattle, Washington

Size: 800 square feet

Evelyn Brom’s plan was to build a backyard cottage and rent it out. She would keep living in her two-bedroom home.

AH-HA MOMENT: As the design developed, Brom realized that *she* wanted to live in the stunning wood-and-glass ADU. It was a good decision. A week before moving in, Brom was laid off from her job.

REAL LIFE: The \$3,000 a month Brom receives in rent for the main house (which is occupied by a three-generation family) provides a needed income. “Being laid off has made this arrangement a lifesaver,” Brom says. If the stairs in the cottage ever become too hard to navigate, she can move back into her original one-story house and rent out the cottage instead. “Now I have options,” she says.



▲ There’s a powder room, open kitchen and living room on the first floor, with a bedroom and bathroom upstairs.

◀ Although Brom’s property is only 0.13 acres, it’s large enough to accommodate two homes, a patio, a lawn and a garage. A slatted wood fence with a gate divides the space between the two houses and provides privacy.

Design: *Christine Kim, NEST Architecture & Design* | Builder: *Ian Jones, Treebird Construction* | Photo by *Alex Hayden*
Cost to build: \$250,000 in 2014 | Article adapted from *Where We Live: Communities for All Ages* (AARP 2018)

HOME VISIT #8

Detached Bedroom

St. Petersburg, Florida

Size: 240 square feet

Bertha and her son John talked about someday buying a house with a mother-in-law suite. "Then one day someone came along and wanted my house, so I up and sold it," she explains. "But that left me homeless. I asked John if I could build a small house in his backyard and he agreed."

CREATIVE THINKING: A detached bedroom is a permanent, accessory structure that, unlike ADUs, lacks a kitchen. But that's what makes these cabin-like homes more affordable to build than many ADUs and even tiny houses.

WHAT'S INSIDE: Bertha's home contains a sleeping and living area and a full bathroom. "I paid for the little house and it's on my son's property. So I figured, if I'm cooking I can do it at my son's house," she says. (Her laundry is also done at his house.)



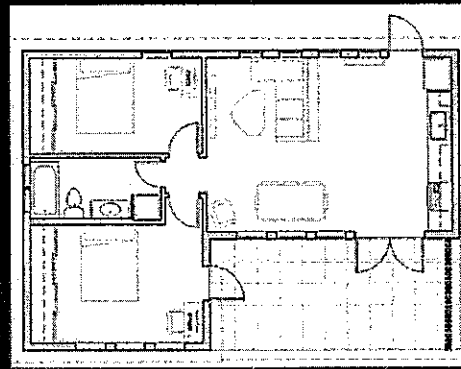
▲ A detached bedroom, which contains a bathroom but no kitchen, can provide housing for a loved one or serve as a home office or guest cottage.

REAL LIFE: "Having access to my son's house makes it livable. Otherwise, I personally would not be happy. It's very comforting to know that John is close by. Hopefully this will be my home forever."

Design: Historic Sheds | Builder: Historic Sheds | Cost to Build: \$50,000 in 2017 | Photo by Historic Sheds | Article adapted from "ADU Case Studies" by Lina Menard on AccessoryDwellings.org

Trading Spaces

An ADU is always the smaller of two dwellings on a property, but it's possible for an existing home to become the ADU when a larger house is built and becomes the primary dwelling. Or the opposite can happen! Tired of living in an older house that didn't get a lot of natural light, the home's owners built and moved into the bright, airy, modern and very accessible ADU they created in their yard. The original, larger home has become a rental.



Although this ADU has only 721 square feet of living space, there is room enough for two bedrooms.

*Design: Propel Studio | Builder: JLTB Construction | Photo by Josh Partee | Cost to build: \$185,000 in 2017
Adapted from "ADU Case Studies" by Lina Menard on AccessoryDwellings.org*

Practical Solutions for ADUs

Local laws can both allow and appropriately control the creation of accessory dwellings

There are more than 19,000 cities, 16,000 towns and 3,000 counties in the United States. ADU regulations are typically adopted at the local level, although several state legislatures have required cities to allow them.

Where it's legal to build ADUs, homeowners still need to follow rules about where it can be done, how many square feet they can contain, how they can be used. These rules can be found in the local zoning code.

There is a balance to strike between prudent ADU laws and encouraging their construction. For instance, after Portland, Oregon, relaxed its ADU rules in 2010 and waived impact fees (a savings of up to \$12,000), the number of ADUs built rose from about 30 per year between 2000 and 2009 to nearly one a day in 2015.

Changes in California's ADU rules saw Los Angeles go from 80 applications in 2016 to nearly 2,000 in 2017. Allowing Sonoma County homeowners to add both an ADU and a JADU (see the green box below) were among the policies adopted in the wake of the area's many devastating fires.

Well-intentioned but burdensome rules can stymie the creation of ADUs. ADU-related zoning codes should be restrictive enough to prevent undesirable development but flexible enough that ADUs get built.

When a community is worried about a potentially undesirable outcome, it can — and many do — craft regulations to prevent particular building types, locations or uses. A city concerned about the environmental impact of new structures might prohibit placing detached ADUs in precarious locations, such as on steeply sloping lots. Communities wary of ADUs becoming, for instance, off-campus student housing can establish occupancy rules.

Every community has its own priorities and concerns, and there's a wide enough range of regulatory controls that communities can write appropriate ADU rules.

This inherent flexibility in the form and function of ADUs allows them to pass political muster and get adopted in a wide range of places. (See page 16 for more about uses and rules.) ■

Rules that discourage ADUs

- ADU-specific regulations that don't also apply to primary dwellings (e.g., owner-occupancy requirements)
- complex design compatibility criteria and approval steps
- off-street parking requirements beyond those required for the primary dwelling
- restrictions that limit ADUs to certain areas, particular zoning categories or to large lots
- caps on square footage relative to the primary house that make it easy to add an ADU to a large home but hard or impossible to add one to a small home

Are ADUs allowed?

Find out by calling your town, city or county office in charge of land use and permits — or stop by in person. You can also search for and read the zoning code through the local government's website.

- If ADUs are allowed, ask what conditions, permit needs and impact fees apply.
- If ADUs are not allowed and you want them to be, ask an elected official or your community's department of zoning and planning how the codes can be updated.
- Then get organized and start advocating!

JUNIOR ACCESSORY DWELLING UNITS (or JADUs) are smaller than 500 square feet and have a separate entrance but are created within the existing dwelling. A JADU can share a bathroom with the main house and contain a basic kitchen equipped with small plug-in appliances.

Creating (or Understanding) an ADU Zoning Code

The ADU section of a community's zoning code needn't be overly complicated. It just needs to establish clear, objective and fair rules for the following:

1. A Definition: A good zoning code clearly defines its terminology. Here, for example, is a useful outline for what, in the real world, is a very fluid term: "An ADU is a smaller, secondary home on the same lot as a primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heat, cooking and sanitation."

2. The Purpose: This is where the code describes key reasons a community allows ADUs. They should:

- increase the number of housing units while respecting the style and scale of the residential neighborhood
- bolster the efficient use of existing housing stock and infrastructure
- provide housing that's affordable and responds to the needs of smaller, changing households
- serve as accessible housing for older adults and people with disabilities

3. Eligibility: Who can build an ADU and on what type of lot? A statement in this part of the code clarifies that an ADU can be placed only on a "residentially zoned lot." (Some communities provide lot size standards.)

4. Creation: The code sets out how an ADU can be built. For instance: "An ADU may be created through new construction, the conversion of an existing structure, as an addition to an existing structure or as a conversion of a qualifying existing house during the construction of a new primary dwelling on the site."

5. Quantity: Most municipalities that permit ADUs allow one per lot. Those allowing two typically permit one internal and one external. Some allow duplexes or townhomes to have an ADU, either in the backyard or on the ground floor.

6. Occupancy and Use: A code should state that the use-and-safety standards for ADUs match those used for the main dwelling on the property. (See page 17 for more.)

7. Design Standards:

- **Size and height:** A zoning code might specify exactly how large and tall an ADU is allowed to be. For instance: "An ADU may not exceed 1,000 square feet or the size of the primary dwelling, whichever is smaller." Codes often limit detached ADUs to 1.5 or 2 stories in height. An example of that language: "The maximum height allowed for a detached ADU is the lesser of 25 feet at the peak of the roof or the height of the primary dwelling."
- **Parking:** Most zoning codes address the amount and placement of parking. Some don't require additional parking for ADUs, some do, and others find a middle ground — e.g., allowing tandem parking in the driveway and/or on-street parking. (See page 16 for more about parking.)
- **Appearance:** Standards can specify how an ADU's roof shape, siding type and other features need to match the primary dwelling or neighborhood norms. Some codes exempt one-story and internal ADUs from such requirements. (See page 16 for more.)

8. Additional Design Standards for Detached ADUs:

- **Building setbacks:** Many communities require detached ADUs to either be located behind the primary dwelling or far enough from the street to be discreet. (A code might exempt preexisting detached units that don't meet that standard.) Although such a rule can work well for neighborhoods of large properties with large rear yards, communities with smaller lot sizes may need to employ a more flexible setback-and-placement standard.
- **Building coverage:** A code will likely cap the combined lot coverage of a detached ADU and the primary dwelling to a specific percentage.
- **Yard setbacks:** Most communities have rules about minimum distances to property lines and between buildings on the same lot. ADUs are typically required to follow the same rules. ■

Visit AARP.org/ADU to download **Accessory Dwelling Units: Model State Act and Local Ordinance**, a free publication that can be used by state and local officials to develop ADU policies.

ADU “Hot Topics”

As communities allow ADUs or update existing zoning codes and rules to be more ADU-friendly, they inevitably wrestle with some or all of the following issues:

Adding ADUs to neighborhoods

Recognizing that ADUs may represent a new housing type for existing neighborhoods, communities often write special rules to ensure they’ll fit in well. These guidelines typically address visual compatibility with the primary dwelling, appearance from the street (if the ADU can be seen) and privacy for neighbors.

Rules that help achieve these goals include:

- height and size caps mandating that ADUs be shorter and smaller than the primary dwelling
- requirements that detached ADUs be behind the main house or a minimum distance from the street
- mandates that the design and location of detached ADUs be managed the same way as other detached structures (e.g., garages) on the lot
- design standards for larger or two-story ADUs so they architecturally match the primary dwelling or reflect and complement neighborhood aesthetics
- encouragement for the creation of internal ADUs, which are often unnoticeable from the street

Each community can strike its own unique balance between strict rules to ensure that ADUs have a minimal impact on neighborhoods and more flexible rules that make them easier to build.



▲ Providence, Rhode Island, has many homes that were built as or long-ago converted into multidwelling units. (Notice the two front doors.) A homeowner can live in one apartment while renting out the other.

Providing places to park

ADU regulations often include off-street-parking minimums on top of what’s already required for the primary dwelling. Such rules can prevent homeowners from building ADUs if there’s insufficient space for added parking. However, the extra parking often isn’t needed.

Studies of Portland, Oregon, and the San Francisco Bay area found that ADU households own an average of 0.9 cars. That’s half the national average of 1.8 cars per household. With just over 2 percent of Portland homes having an ADU (the highest percentage of any large city in the country), there’s roughly one extra car parked on the street every six blocks. This suggests that, even in booming ADU cities, any impact on street parking from ADUs is likely to be very small and dispersed. More-realistic parking rules might:

- require the creation of new parking only if the ADU displaces the primary dwelling’s existing parking
- waive off-street-parking requirements at locations within walking distance of transit
- allow parking requirements for the house and ADU to be met by using a combination of off-street parking, curb parking and tandem (one car in front of the other) parking in a driveway

Dealing with unpermitted ADUs

It’s not uncommon for homeowners to convert a portion of their residence into an ADU in violation (knowingly or not) of zoning laws or without permits.

Such illegal ADUs are common in cities with tight housing markets and a history of ADU bans. One example is New York City, which gained 114,000 apartments between 1990 and 2000 that aren’t reflected in certificates of occupancy or by safety inspections. Sadly, in 2021, several city residents living in unsafe basement apartments drowned in their homes due to flooding caused by Hurricane Ida.

Some cities have found that legalizing ADUs, simplifying ADU rules and/or waiving fees can be effective at getting the owners of illegal housing units to “go legit” — and address safety problems in the process. ■

Allowing and Restricting Uses

Communities get to decide whether to let ADUs be used just like any other housing type or to create special rules for them. Some municipalities prefer the simple approach: regulating ADUs like other homes. So if a home-based child-care service is allowed to operate in the primary dwelling, it is also allowed in an ADU. Conversely, communities sometimes adopt ADU-specific regulations in order to avoid undesirable impacts on neighbors. Examples of those regulations include:

Limiting short-term rentals

ADUs tend to work well as short-term rentals. They're small and the owner usually lives on-site, making it convenient to serve as host. However, if ADUs primarily serve as short-term rentals, such as for Airbnb and similar services, it undermines the objective of adding small homes to the local housing supply and creating housing that's affordable.

In popular markets, short-term rentals can be more profitable than long-term ones, allowing homeowners to recoup their ADU expenses more quickly. In addition, short-term rentals can provide owners with enough income that they can afford to occasionally use the ADU for friends and family.

A survey of ADU owners in three Pacific Northwest cities with mature ADU and short-term rental markets found that 60 percent of ADUs are used for long-term housing as compared with 12 percent for short-term rentals.

Respondents shared that they "greatly value the ability to use an

ADU flexibly." For instance, an ADU can be rented nightly to tourists, then someday rented to a long-term tenant, then used to house an aging parent. ADUs intended primarily for visting family are sometimes used as short-term rentals between visits.

Cities concerned about short-term rentals can regulate them across all housing types. Doing so might mean that special rules are not needed. An approach employed in Portland, Oregon, is to treat ADUs the same as other residences except that any financial incentives (such as fee waivers) to create them are available only if the property owner agrees not to use the ADU as a short-term rental for at least 10 years.

Requiring owner occupancy

Some jurisdictions require the property owner to live on-site, either in the primary house or its ADU. This is a common way of addressing concerns that absentee landlords and their tenants will allow homes and ADUs to fall into disrepair and negatively impact the neighborhood.

Owner-occupancy rules are usually implemented through a deed restriction and/or by requiring that an annual statement confirming residency be filed. Some cities go further, saying ADUs can be occupied only by family members, child- or adult-care providers, or other employees in service of the family.

Owner-occupancy requirements make the financing of ADUs more difficult, just as they would if applied to single-family homes. But as ADUs have become more common, owner-occupancy restrictions have become less so, which is good. Such requirements limit the appraised value of properties with ADUs and reduce options for lenders should they need to foreclose.

Enforcing owner-occupancy laws can be tricky, and the rules have been challenged in courts, sometimes successfully. However, according to a study by the Oregon Department of Environmental Quality, more than two-thirds of properties with ADUs are owner-occupied even without an owner-occupancy mandate. ■



◀ The zoning code of Brevard, North Carolina, a city of fewer than 10,000 residents, allows ADUs, which are referred to as "secondary dwelling units" and are allowed "within residentially-zoned, single-family and duplex lots." The code states that such homes "shall be encouraged and designed to meet housing needs," adding that "[s]econdary dwelling units shall be accessory and subordinate to the primary living quarters." In the image at left, the one-story cottage is the primary dwelling. The apartment above the detached garage is the secondary dwelling.

Inside Spaces

ADUs vary from studio apartment-like spaces to multi-bedroom, multi-story structures. Regardless of size, the result is a needed residence



▲ A top floor ADU can be a suitable rental for a student or someone who travels a lot for work. ADU expert Kol Peterson grew up in a home with an attic ADU that was usually rented to law school students. “They had to walk up the primary house’s interior stairs in order to access the affordable attic unit,” he writes in *Backdoor Revolution: The Definitive Guide to ADU Development*. “Over the years that each of them lived there, the tenants became part of our family.”

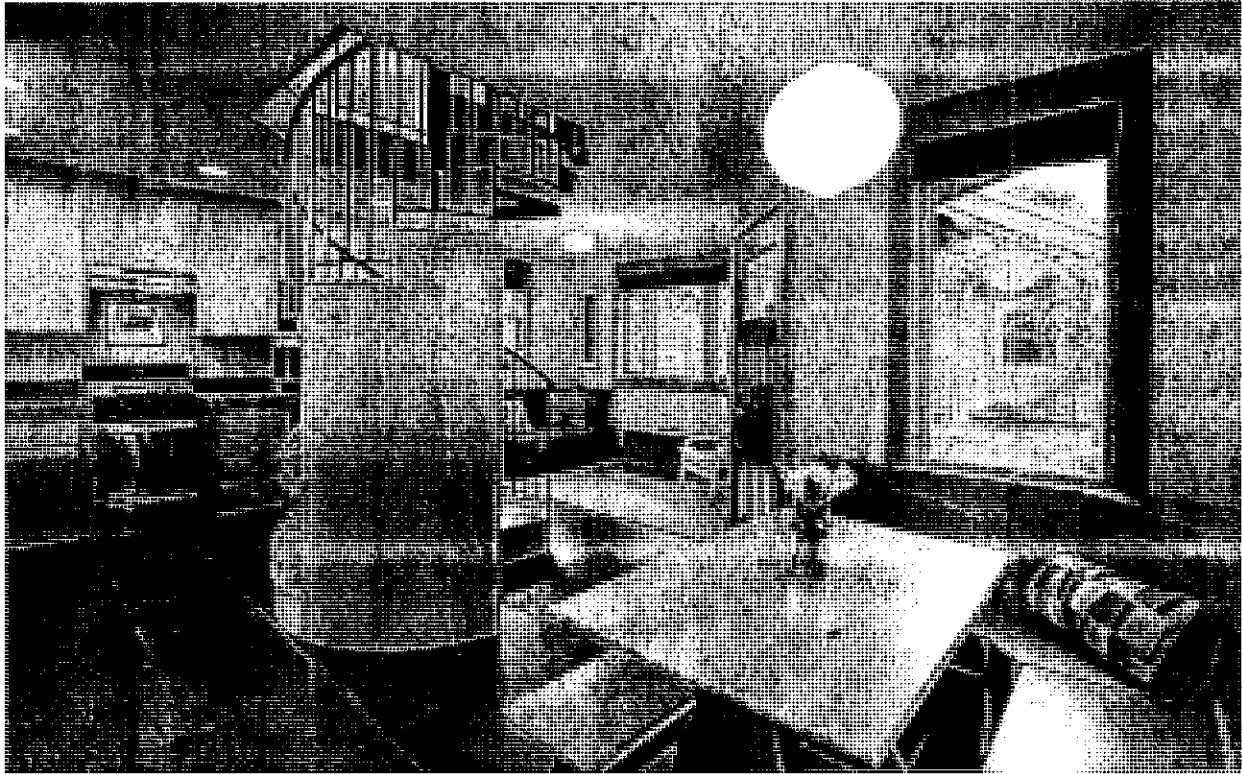


▲ The alcoves in the ADU area above a garage provide a light-filled work space in one, and a reading nook in the other. (See the attached ADU’s exterior on page 3.)



▲ This studio apartment internal ADU uses a wardrobe cabinet to separate the bedroom from the living area and kitchen (seen on page 19).

PHOTOS: KOL PETERSON, BUILDING AN ADU.COM (TOP) | MELISSA STANTON (BOTTOM LEFT) | BILLY ULMER (BOTTOM RIGHT)



▲ As an independent living space, an ADU has its own bathroom and kitchen. Depending on the available square footage — and sometimes on the local zoning code or the property’s plumbing and utility connections — an ADU might have a full kitchen with full-sized appliances and a dining area (top) or a smaller but functional kitchenette. This interior is from the detached ADU pictured below right and on the back cover. Fun fact: A coat closet and extra kitchen shelving are built into the base of the circular staircase. In a small home, every bit of space counts!



▲ The kitchen of this internal ADU (also seen at the top of page 9 and in the bedroom image at left) has a full-sized range but a mini-refrigerator. Some ADU owners install a one- or two-burner electric cooktop and a convection microwave in lieu of an oven.



▲ The second story of this detached ADU is accessed by the spiral staircase shown in the image at top. The space features a bedroom and a sitting area that could be used as a nursery, office or den. A full-sized, stacked washer-dryer is hidden behind a closet door.

PHOTOS: ELI SHEVAK, ORANGE SPLIT, LLC (TOP AND BOTTOM RIGHT) | BILLY ULMER (BOTTOM LEFT)

Just One More

While not technically ADUs, tiny houses can serve a similar purpose

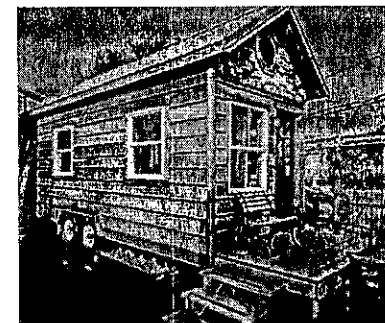
Because tiny houses are typically built on a trailer with wheels rather than a fixed foundation, they are usually treated by zoning as recreational vehicles (RVs) or manufactured (aka mobile) homes. In Portland, Oregon, and a growing number of smaller cities, tiny houses can be legally occupied on any residentially-zoned lot. Since they're small — typically under 400 square feet — tiny houses can fit in a space too small for an ADU. Many include a kitchen and bathroom. Some function more like a detached bedroom. A unique plus: Unlike ADUs, tiny houses can move to a new location as needed.



◀ ▲ “The Lucky Penny” tiny house measures 8 feet wide by 14 feet, 6 inches long and provides 100 square feet of living space. The home, which is located in the backyard of a single-family residence, features a pullout bed, a kitchenette, a shower, built-in storage, and three large windows plus a skylight to provide lots of nature light.



◀ ▼ ADUs are sometimes used as short-term rental units for travelers. The “Kangablue,” is one of several units at Caravan, the “world’s first tiny house hotel.” At 170 square feet, the home is the largest tiny house on the lot, located in the Cully neighborhood of Portland, Oregon. The tiny space includes a kitchen, living area, bathroom (with a shower and toilet) and a sleep loft.



Top: Design and Builder: Lina Menard, Niche Consulting | Photos by Guillaume Dutilh, PhotoXplorer
Bottom: Design and Builder: Benn Kovco | Photos by Jeff Freeman Photography

The ABCs of ADUs

A guide to Accessory Dwelling Units and how they expand housing options for people of all ages

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COVER IMAGE CREDITS (clockwise from top left)

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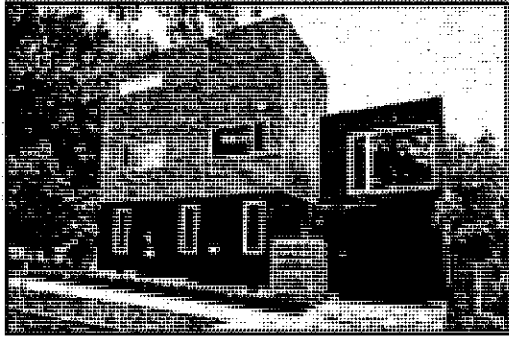
Back: Kol Peterson, *BuildingAnADU.com* | Eli Spevak, Orange Splot LLC | Schuyler Smith, Polyphon Architecture & Design, LLC

A NOTE TO READERS: Many of the photographs and project examples in this publication are from Portland, Oregon, which was one of the first municipalities in the nation to allow and encourage the creation of accessory dwelling units.

To learn more about ADUs — and to order or download this guide — visit [AARP.org/Livable](https://www.aarp.org/livable).

Other useful resources include:

- *AccessoryDwellings.org*
- *BuildingAnADU.com*
- *Planning.org* (the website of the American Planning Association)
- And the websites of the states, cities and towns mentioned in this guide as allowing and encouraging the creation of accessory dwelling units.



ABOVE-GARAGE ADU



DETACHED-BEDROOM ADU



DETACHED ADU

- An accessory dwelling unit is a small residence that shares a single-family lot with a larger primary dwelling.
- As an independent living space, an ADU is self-contained, with its own kitchen or kitchenette, bathroom and living/sleeping area. (Garage apartments and backyard cottages are each a type of ADU.)
- ADUs can enable homeowners to provide needed housing for their parents, adult children, grandchildren or other loved ones.
- An ADU can provide older adults a way to downsize on their own property while a tenant or family member resides in the larger house.
- Since homeowners can legally rent out an ADU house or apartment, ADUs are an often-essential income source.
- ADUs help to improve housing affordability and diversify a community's housing stock without changing the physical character of a neighborhood.
- ADUs are a beneficial — and needed — housing option for people of all ages.

Learn more about ADUs and
order or download
The ABCs of ADUs
by visiting
AARP.org/ADU

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TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 22, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: Subsequent Tax Lien on 109 Prospect Street – Recommended for Assignment FIG

Enclosed is a request from Finance Director Linda Trzetzziak for a bid waiver and approval of the assignment of the tax liens for \$13,137.98 that was inadvertently omitted in the spring of 2020 and 2021.

Please place this item on the Town Council agenda for the January 4, 2022 meeting.

C: L.Trzetzziak, Finance Director
M. Lupkas, Interim Finance Director
I. Laurenza, Tax Collector
R. Gentile, Assistant Corporation Counsel



MEMORANDUM

DATE: December 21, 2021

TO: Michael P. Walsh, Mayor

FROM: Linda M. Trzetzkiak, Director of Finance

TELEPHONE: (860) 291-7246

RE: Town Council Action:

- Subsequent Tax Lien on 109 Prospect Street - Recommended for Assignment FIG

It has come to the attention of the Tax Collector that the subsequent tax lien assignment for 109 Prospect Street for the 2018 and 2019 Grand Lists was inadvertently omitted from prior Town Council subsequent lien assignments in the spring of 2020 and 2021.

The 2015-2017 Grand List tax liens on this property were sold as a result of the 2019 RFP process to FIG. The subsequent liens for the 2018 and 2019 Grand Lists total \$13,137.98 including interest through January 2022, per the attached.

I recommend a motion to waive the bidding requirements of Town Ordinance and approve the assignment of the tax liens listed on the attached in the amount of \$13,137.98, and to further recommend that the Town Council authorize the Administration to assign any future liens on this property to this vendor currently holding the prior year tax lien.

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

Town of East Hartford
 Sub-Liens 2019 & 2020 Grand List -- FIG-19
 Interest January 2022
 Liens Filed: Vol. 3995 Page:140
 2019 - Vol. 3995 Page:140
 2018 - Vol. 3903 Page:157

BILL#	UNIQUE ID	NAME	PROPERTY LOCATION	TAX	INTEREST	LIEN	TOTAL
2018-01-0003185	11662	RAHMAN OMAR & HOQUE FARZANA	109 PROSPECT ST	4,883.50	2,051.07	24	6,958.57
2019-01-0003185	11662	RAHMAN OMAR & HOQUE FARZANA	109 PROSPECT ST	4,964.04	1,191.37	24	6,179.41
TOTAL		2	11662 109 PROSPECT ST	9,847.54	3,242.44	48	13,137.98
Total							13,137.98

Congress Street

MOTION

By Awet Tsegai

Seconded by Tom Rup

That this committee: (a) not seek bids with respect to the sale and transfer of an approximately one foot strip of land along Congress Street shown as "N/F TOWN OF EAST HARTFORD See Volume 574, page 247 (parcel 2) '±_±_ WIDE RESERVED STRIP ALONG CONGRESS STREET (320'Long) {314.24 Calculated}" on the attached map entitled "PLAN SHOWING ROADWAY DISCONTINUANCE OF CONGRESS STREET IN EAST HARTFORD CONNECTICUT APRIL30, 2021,BSC GROUP" (the "Property"); (b) negotiate directly with Governor Street Partners LLC, an entity that owns properties abutting the Property and that is interested in acquiring the Property, ("Buyer"); (c) recommend that the Town Council waive the appraisal requirement set forth in Town Ordinances 10-19(c); and (d) recommend that the Town Council transfer the Property by Quit Claim Deed to Buyer for \$20,000,subject to Connecticut General Statutes 8- 24 review and a section 7-163e hearing.

Motion carried 3/0.

MOTION

By Tom Rup

Seconded by Awet Tsegai

That this committee recommend that subject to Connecticut General Statutes 8-24 review, and compliance with the notice requirements of Connecticut General Statutes Section 13a-49 (a) (2), the Town Council vote to discontinue the road known as Congress Street, as shown on the attached map entitled" PLAN SHOWING ROADWAY DISCONTINUANCE OF CONGRESS STREET IN EAST HARTFORD CONNECTICUT APRIL 30, 2021,BSC GROUP," as a Town road.

Motion carried 3/0.

From the October 19, 2021 Town Council Minutes:

Sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity

MOTION By Angie Parkinson
 seconded by Awet Tsegai
 that pursuant to C.G.S Section 8-137, the East Hartford Town Council, **approve** the sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity of North Central Connecticut, Inc. (f/k/a Hartford Area Habitat for Humanity, Inc.) ("Habitat") pursuant to the general terms and conditions of the attached purchase and sales agreement, as the same may be modified, as deemed reasonable and necessary by the Office of the Corporation Counsel, for the sum of \$100,000, said sales price being contingent on verification by the Town Administration that Habitat has plans in place to establish and fund an adequate reserve for improvements and repairs to common elements in Habitat's proposed common interest ownership development.
 Motion carried 9/0.

Acquisition of Applegate Lane

MOTION

By Tom Rup

seconded by Awet Tsegai

That The Real Estate Acquisition and Disposition Committee recommends to the Town Council that, subject to C.G.S. 8-24 review by the Planning and Zoning Commission, it (i)approve the acquisition of the Property shown on the survey attached hereto shown as Private Right of Way to be acquired by the Town of East Hartford Area =1.40 +/- Acres (61,139 +/- S.F.) on a map entitled "Perimeter Survey Prepared for the Town of East Hartford Applegate Lane East Hartford Connecticut" dated 11/23/2021, comprising a portion of the property known as Applegate Lane, from the Estate of Abraham Gosman and/or his heirs, assigns or trustees, for (the sum of \$20,000 (the "Property") and (ii) waive the requirements of Town Ordinances section 10-18(b) with respect to obtaining an appraisal of the Property and a Phase 1 Environmental Report on the Property, such waivers being in the best interests of the Town, given the fact that consideration is minimal and does not warrant the cost of an appraisal, and the Town has sufficient environmental background information on the Property given its recent acquisition of abutting property; and (iii)schedule a special meeting to accept Applegate Lane as a public street/highway as required pursuant to Connecticut General Statutes section 13a-48, and accept Applegate Lane as a public street/highway.

Motion carried 3/0.

MOTION

By Awet Tsegai

seconded by Tom Rup

The Real Estate Acquisition and Disposition Committee recommends to the Town Council that, subject to C.G.S. 8-24 review by the Planning and Zoning Commission, it (a)approve the acquisition of the Property shown on the survey attached hereto as Private Right of Way to be acquired by the Town of East Hartford Area = 0.24 +/- Acres (13,353 +/- S.F.) and land to be acquired by the Town of East Hartford Area = .031 +/- Acres (10,289 +/- S.F.) as shown on a map entitled "Perimeter Survey Prepared for the Town of East Hartford Applegate Lane East Hartford Connecticut" dated 11/23/2021 comprising a portion of the property known as Applegate Lane and land abutting Applegate Lane, from Ansonia Acquisitions I, LLC for no cash, but other valuable considerations, (the "Property") and (b) waives the requirements of Town Ordinances section 10-18(b) with respect to obtaining an appraisal of the Property and a Phase 1 Environmental Report on the Property, such waivers being in the best interests of the Town, given the fact that there is no cash consideration and does not warrant the cost of an appraisal, and the Town has sufficient environmental background information on the Property given its recent acquisition of abutting property; and (c)schedule a special meeting to accept Applegate Lane as a public street/highway as required pursuant to Connecticut General Statutes section 13a-48, and accept Applegate Lane as a public street/highway.

Motion carried 3/0.

MOVE:


The Real Estate Acquisition and Disposition Committee recommend to the Town Council that, subject to C.G.S. 8-24 review by the Planning and Zoning Commission, the Town Council at a Special meeting held pursuant to Section 13a-48 of the Connecticut General Statutes : (i) approve the acquisition of the Property known as Brookside Lane (the "Property") from the State of Connecticut, for the administrative fee of \$1,000; (ii) accept the Property as a public highway within the Town of East Hartford; and (iii) waive the requirements of Town Ordinances section 10-18(b) with respect to obtaining an appraisal of the Property, and a Phase 1 Environmental Report on the Property, such waivers being in the best interests of the Town, given the fact that there is no cost, other than an administrative fee, associated with acquisition of the property, and the Town has a Phase I Environmental Report on abutting property and assurances from the State of Connecticut Department of Energy and Environmental Protection that no Transfer Act filing is required with respect to the conveyance of the Property.

NOTE: CGS appears to require a special meeting be held for the purpose of acceptance of a road as a public highway.

Sec. 13a-48. Acceptance of highways by municipalities. Any municipality whose duty it is to maintain the highways within its limits may, at any annual or special meeting held for that purpose, accept as a public highway any proposed highway situated in such municipality, provided any municipality in which a town meeting is the legislative body may by ordinance or resolution delegate the power to accept public highways to the board of selectmen in accordance with such procedures as the municipality may establish in the ordinance or resolution, and any municipality may, by charter, provide an alternative means for the acceptance of public highways.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 23, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: 2022 Justice Assistance Grant Program (JAG)

The Town of East Hartford is looking to apply for grant funding under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) from the United States Department of Justice (DOJ) in the amount of \$22,169. This is an annual grant that does not require a local match.

JAG funds have been used for a variety of purchases over the years. This year the intention is assist local police departments with violent crime prevention and public safety improvements.

Please place this item on the Town Council agenda for the January 4, 2022 meeting. I recommend that the Town Council approve the resolution as submitted.

C: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
S. Sansom, Chief of Police
Lt. Paul Neves, East Hartford Police Department

I, Jason Marshal, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 4th day of January, 2021.

RESOLUTION

WHEREAS, the State of Connecticut Office of Policy and Management (OPM) is providing grant funds to eligible municipal police departments to fund violent crime prevention and public safety improvements through the federally-funded Justice Assistance Formula Grant (JAG) Program's Violent Crime Prevention Solicitation; and

WHEREAS, the primary purpose of this grant is to assist local governments with preventing violent crime and improving public safety;

NOW THEREFORE LET IT BE RESOLVED; That Michael P. Walsh, 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 OPM and the U.S. Department of Justice as they pertain to the JAG Program's Violent Crime Prevention Solicitation.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this ____ day of January, 2021.

Jason Marshal, Town Council Clerk

seal

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2022 JAG Local Violent Crime Prevention (VCP) Grant Program

Funder: U.S. Department of Justice via state Office of Policy and Management

Grant Amount: \$22,169

Frequency: One time Annual Biennial Other Periodic

First year received:	<u>2015</u>		
Last 3 years received:	<u>2018</u>	<u>2015</u>	<u> </u>
Funding level by year:	<u>\$26,359</u>	<u>\$34,000</u>	<u>\$ </u>

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To assist local police departments with violent crime prevention and public safety improvements

Results achieved: The 2022 JAG Local VCP grant must address one or more of the following purpose areas:

- Reduce and prevent violent crime and gun violence
- Reduce and prevent gang/groups violence
- Support and expand community policing strategies
- Improve police response to domestic violence and sexual assault crime
- Improve police response to mentally ill offenders

Duration of grant: Grant funds must be obligated by September 30, 2022


Status of application: Submitted

Meeting attendee: Lt. Paul Neves, x7616

Comments: The timing of the notice of grant availability and submission deadline did not allow for Town Council consideration prior to the submission deadline. If Town Council approval is not secured, the application will be withdrawn.

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – Justice Assistance Grant Program
Violent Crime Prevention Solicitation

DATE: December 23, 2021

Attached is a draft resolution authorizing an application to the state Office of Policy and Management for grant funding under the Justice Assistance Grant (JAG) Program's Violent Crime Prevention (VCP) solicitation.

The purpose of this solicitation is to assist local police departments with violent crime prevention and public safety improvements. The grant is funded by the federal JAG program, and no matching funds are required. East Hartford's allocation is \$22,169.

The Police Department intends to use these funds for the purchase of equipment and a new police canine. I have attached a copy of the grant application rules and requirements which provides more information on this program.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 4, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Lt. Paul Neves

2022 JAG Local VCP Grant Program
Violent Crime Prevention (VCP)
(Distribution of JAG Local FY 2017, 2018 & 2019 Federal Grant Funds)

Grant Application Rules and Requirements

The *State of Connecticut Office of Policy and Management (OPM)* is providing grants to assist local police departments with violent crime prevention and public safety improvements.

The grant is funded by the federal Justice Assistance Formula Grant (JAG) program.

- ❖ This is a “one-time” grant.
- ❖ No future “continuation” or “supplemental” funds are available.
- ❖ Primary purpose of this grant is to assist local governments with preventing violent crime and improving public safety.

Purpose Areas: The **2022 JAG Local VCP** grant must address one or more of the following purpose areas:

- ❖ Reduce and prevent violent crime and gun violence
- ❖ Reduce and prevent gang/group violence
- ❖ Support and expand community policing strategies
- ❖ Improve police response to domestic violence and sexual assault crime
- ❖ Improve police response to mentally ill offenders

Eligibility: The **2022 JAG Local VCP** Grant is available to ninety-one local governments with “organized police departments”.

Grant Allocation: Funds are allocated to municipalities based on violent crime rate (VCR). (Please refer to the **2022 JAG Local VCP ALLOCATION Chart**.)

Match Requirement: There is NO match requirement for the JAG VCP grant.

Use of Funds:

Police departments must submit a “Narrative” description of the proposed use of funds as well as a “Budget”. **2022 JAG Local VCP** funds may be used for the following types of goods, services and activities which must be described and detailed in the “Narrative” and “Budget”.

- Police training curriculum and officer training time
- Community policing events, training and technical assistance
- Body-worn cameras and cruiser camera systems
- Cruiser equipment, mobile data terminal, license plate reader and other cruiser equipment
- Communication and dispatch technology
- Information technology, computers and peripheral equipment
- Police over-time for “special” operation, task force or multi-jurisdictional investigation
- Police protective gear and officer equipment
- Technology and equipment for tactical response, surveillance and investigation

Personnel Requirements:

2022 JAG Local VCP Grant funds may be used for the following types of police personnel costs:

- Police Over-time (OT) to conduct a specialized initiative, operation or investigation focused on gun violence, gang/group violence, drug crime and other violent crime including domestic violence and sexual assault.
- Police Over-time (OT) to develop, implement or expand community policing strategies.
- Police Over-time (OT) to attend in-state training events focused on violent crime.
- Police Over-time (OT) to develop community engagement or community policing strategies and conduct police training to ensure effective implementation of community policing strategies.

Note: JAG VCP funds may support OT for “back-fill” officer(s) or OT for officer(s) to implement grant funded activities but not both.

Note: JAG VCP funds may not be used for routine OT which is otherwise supported with local funds. JAG funds may be used for “special” OT to support violent crime initiatives which are “above and beyond” a police department’s regular law enforcement operations.

Note: JAG VCP funds may not be used for personnel to administer the grant.

Contractor or Consultant Requirements:

JAG VCP funds may support the following types of contractor or consultant services:

- Police Officer Trainers for In-State Training (includes training materials and training facilities).
- Technical assistance or consultant services to develop or revise police policies, procedures and protocol.
- Technical assistance or consultant services to develop, implement or expand community policing strategies.
- Information technology consultant services to develop or revise police department records systems, information management systems or communication systems.

Note: JAG VCP funds cannot be used for contracts or consultant services which extend beyond the grant period.

Note: Consultant rates cannot not exceed \$650 per 8 - hour day (\$81.25 per hour). An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. Please note, however, that this does not mean that the rate can or should be \$650 for all consultants. Trainers and Technical Assistant Providers are considered to be “Consultants”.

Equipment Requirements:

2022 JAG Local VCP Grant funds may be used for specific types of law enforcement equipment. Please refer to the "*JAG VCP Eligible Expenses*" sheet for a detailed list of eligible equipment. JAG funds may be used to fund a portion of a large purchase (such as a police cruiser). The grant "Budget" should include only the portion of costs to be charged to the JAG grant.

Bulletproof Vest Requirements:

JAG VCP funds may be used to purchase bulletproof or stab proof vests for police officers. Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor> .

JAG VCP funds may be used to purchase bullet proof vests for a police department, but funds may not be used as "matching funds" for vests purchased under the DOJ Bulletproof Vest (BVP) Partnership Program . As is the case in the federal BVP program, grantees who wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at BVP Mandatory Wear FAQs (ojp.gov). This policy **must be in place** for at least all uniformed officers before funds can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The federal agency strongly encourages police agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy.

The "Body Armor Mandatory Wear Policy Certification" form must be signed and submitted with the JAG VCP application if the police department's proposal includes purchase of vests. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center atvests@usdoj.gov or toll free at 1-877-758-3787

Prohibited Uses:

JAG funds **cannot** be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety.

Additionally, JAG VCP funds **cannot** be used for the following goods, services or activities:

- Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV) – without specific DOJ certification.
- Luxury items
- Real estate
- Construction projects
- Building renovation or re-modeling
- Furniture, tables, chairs and office supplies
- Uniforms
- All-terrain vehicles, helicopters, personal watercraft and Segways
- Confidential “buy money”
- Travel
- Out-of-state training
- Gun buy-back
- Social events
- Trinkets and give-aways
- Food and beverage
- Administrative expenses

Note: Funds may be used for police cruisers and “marked” marine patrol vessel.

Appendix A contains the current DOJ controlling guidance for the “Prohibited Expenditure List” and the “Controlled Expenditure List” for award conditions for Edward Byrne Memorial Justice Assistance Grants (JAG) awards made during or after (federal) Fiscal Year 2015.

Federal Administrative Requirements:

The U.S Department of Justice (DOJ) requires all JAG grant recipients to adhere to a substantial number of regulations and procedures which are fully described in the grant award documents. All police departments should assume full responsibility for these administrative requirements including: timely data collection, documentation of expenditures, fiscal reporting and records management.

- Municipalities must have a DUNS number and current federal SAM registration.


Grant Expenditure Period:

Grant funds must be obligated by the end of the grant period: **September 30, 2022**. The grant period “end-date” is clearly stated on the official OPM grant award document.

- Personnel over-time must be worked prior to the grant period end date.
- Purchase orders and contracts must be signed and funds committed prior to the grant period end date.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 15, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: Mural at 235 East River Drive

The Town is looking to enter into a maintenance agreement with the State of Connecticut Department of Transportation (CT DOT) to paint a mural under the Route 2 overpass, bridge #00372 located at 235 East River Drive. A maintenance agreement is necessary to allow the mural to be placed on state property.

Please place this item on the Town Council meeting agenda on January 4, 2022.

Thank you.

C: R. Gentile, Assistant Corporation Counsel

MEMORANDUM
OFFICE OF THE CORPORATION COUNSEL

To: Mayor Walsh

From: Rich Gentile, Assistant Corporation Counsel 

Date: December 15, 2021

Re: Mural at 235 East River Drive

As you know, The RiseUp Group, Inc. ("RiseUp"), through an artist, would like to paint a new mural under the Route 2 overpass, Bridge # 00372, located at 235 East River Drive. RiseUp was the organization that recently completed the successful mural on Route 5, across from the Town Hall ("Main Street Mural"). As with that mural, this new mural would be governed by an agreement with RiseUp wherein RiseUp seeks community and administration input into the final design of the mural. RiseUp would pay for all initial expenses involved in the design and painting of the mural. RiseUp would also maintain the mural, at its expense, for five years. Painting is expected to begin in the spring.

To allow for the mural on state property, the Town needs to enter into a maintenance agreement with the State Department of Transportation (a copy of which is attached hereto). This agreement is similar to the agreement signed last spring with respect to the Main Street Mural.

Kindly ask Chairman Kehoe to add this matter to the agenda for the first meeting in January. The Council may consider the following Motion.

Move: To authorize the Mayor to enter into a Maintenance Agreement on behalf of the Town of East Hartford with the State of Connecticut Department of Transportation, regarding a mural to be painted under Route 2, Bridge # 00372, 235 East River Drive, as outlined in Agreement No. 12.01-01 (21).

cc. Roz White (with 2 copies of the original agreement).

Michael P. Walsh,
Mayor
East Hartford Town Hall
740 Main Street
East Hartford, CT 06118

Honorable Michael P. Walsh,

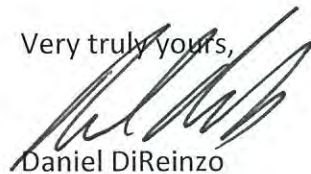
Subject: Encroachment Agreement No. 12.01-01(21)
Installation of aesthetic art, under Route 2 on Bridge #00372
235 East River Drive in the Town of East Hartford

Enclosed are two copies of the subject Encroachment Agreement prepared for your signature. When completed, the signed Agreement, in conjunction with the encroachment permit will allow your organization to construct and thereafter maintain the Town project items within the State Right of Way as described in Encroachment Agreement No. 12.01-01(21) and Permit Number 1021692 in the Town of East Hartford.

Any alterations or deletions of this Agreement will void this agreement and the associated Encroachment Permit allowing the Town to work in State right of way. Please comply with the following instructions: (a) affix your signature and the date in the space provided on each of the two copies of the Agreement and Permit Number 1021692; (b) have the correct acknowledgement executed by a Notary Public on the Agreement, affixing the embossed seal and date of commission expiration adjacent to the signature and return 1 copy of the Agreement and 1 signed original permit to Richard Pelletier at Department of Transportation, 1107 Cromwell Ave, Rocky hill, CT, 06067

Should you have any questions, please contact Richard Pelletier, District Service Agent at (860) 258-4521 or Richard.pelletier@ct.gov.

Very truly yours,



Daniel DiReinzo
Special Service Manager
Bureau of Highway Operations

RECEIVED

DEC 14 2021

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows: **SECTION 1. DEFINITIONS:**

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined in the Whereas clauses. The Term "DOT" is defined as "The Department of Transportation". The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

SECTION 2 THE SECOND PARTY SHALL:

2.01 Entirely at its own cost and expense;

(a) construct, or have its subcontractor construct, the project in accordance with the plans and permit,

(b) maintain, or have its subcontractor maintain the project. All construction and maintenance activities shall be subject at all times to all the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the Parties hereto that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entireties.

2.02 Perform all work required under the terms of this Agreement in accordance with the standard practices of the State and with the terms and conditions of the following documents:

- (a) Encroachment Permit No. 1021692;
- (b) The States Standard Encroachment Agreement Specifications & Covenants", Connecticut Department of Transportation, dated August 2019, set forth on Exhibit A;
- (c) The States "Guidelines for Aesthetic Objects and Treatments within CTDOT ROW" latest revision, as may be amended from time to time, most recent available on CTDOT's website.
- (d) The Mandatory State and Federal Administrative Requirements" set forth on Exhibit B, as may be amended from time to time. All of which are hereinafter referred to as "Supporting Documents" and are hereby by reference thereto or by incorporation herein.

2.03 Agree that the effective date of the Permit shall only be established when all requirements for the effectuation of such Permit are met, and the said Permit is to remain in effect until the date of expiration set forth therein unless the same is terminated by revocation by the State, in accordance with the terms of this Agreement, it being understood and agreed by the parties hereto that the said Permit is limited solely to the herein described Project.

2.04 Maintain the Project in accordance with State standards of maintenance as the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance or restoration shall include but not be limited to:

- (a) Securing a new encroachment permit for the maintenance and restoration operations;
- (b) Following the Guidelines "Partnering to improve the Aesthetics of Transportation Corridors and Facilities";
- (c) Repairing and correcting to the DOT's satisfaction any damage to State assets including but not limited to curbing, sidewalks, structures or any other appurtenances within the Department of Transportation Right of Way while installing and maintaining the Mural;

- (d) Painting over, covering, removal and restoration of artwork shall be sole responsibility of the Second Party including all labor and costs incurred;
- (e) Vandalism affecting the aesthetic objects in State's right of way shall be restored or abandoned and brought back to original condition, inspected and approved by District Maintenance Director or designee.

2.05 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.

2.06 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether state, federal, or municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.

2.07 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(d) CERTIFICATE OF INSURANCE

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Liability Insurance (1 million dollar Policy) to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(e) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

- 2.08 (a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with

the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

- (f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage."

2.09 In addition to Section 2.08 of this Agreement, the Second Party hereby agrees as follows:

- (a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.
- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 ~~et seq.~~, the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 ~~et seq.~~, the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 ~~et seq.~~, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 ~~et seq.~~, the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any

other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
- (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
- (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
- (g) This provision shall survive this Agreement.

2.10 Agree that nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third-party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating damages.

2.11 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

- 3.01 Allow the Second Party and its subcontractors to construct and maintain the Project in the manner and to the extent as is more particularly described in Article 2.03 and as shown on the plans.
- 3.02 Make periodic inspections, as determined by District Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall be reported through the District Maintenance Director's Office, Connecticut Department of Transportation, in writing, to the Office of the Director, located at 1107 Cromwell Ave., Rocky Hill, Connecticut 06067.
- 3.04 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Project requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.
- 3.05 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all insurance required by the State as a condition precedent to the issuance of such permits that concern the Project being maintained by the Second Party pursuant to this Agreement.
- 3.06 Reserve the right to investigate and to inspect the Project including appurtenances.
- 3.07 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY:

- 4.01 Agree that the State assumes no obligations or liability for payment of costs or expenses with regard to or related to the project.
- 4.02 Agree that, if in the opinion of the State, the Project malfunctions or ceases to function or causes any damage or any threat of damage to State property, the Second Party with the written permission of the State at each occurrence, shall immediately repair such damage and/or remove any such threat of damage to State property to the satisfaction of the State (in addition to any payment(s) of damages to third parties, if any) or after written notice to the Second Party, the State shall

take steps to repair such damage and/or remove any such threat of damage to State property and all costs incurred thereby shall be reimbursed by the Second Party to the State, it being understood and agreed by the Second Party that any and all consequential damages, if any, resulting from such action(s) of the State in repairing such damage and/or removing any such threat of damage, shall be borne completely by the Second Party in addition to the reimbursement(s) to the State herein specified.

- 4.03 Agree that this Agreement shall commence and take effect upon its execution by the State.
- 4.04 Agree that the duration of this agreement shall not be limited by the term of the permit issued by the State. However, it is mutually agreed by the parties hereto that the State, upon written notice, may, in its sole discretion, terminate this agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.
- 4.05 Agree that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such notice:

The person(s) acting herein as signatory for the Second Party receiving such notice;

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the Party(ies) to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 4.06 Agree that the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".
- 4.07 Agree that the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.
- 4.08 Agree that the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or

shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this subsection conflicts with any other subsection, this subsection shall govern.

- 4.09 Agree that all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the second Party.
- 4.10 Agree that this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both Parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.
- 4.11 Agree that in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.
- 4.12 Agree that if any term or provision of this agreement or its application to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each remaining term and provision of


this agreement shall be valid and enforced to the fullest extent possible by the law.

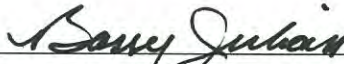
- 4.13 Agree that each recital and Exhibit referred to in this Agreement shall be considered a part of this agreement as if fully set forth herein.
- 4.14 Agree that this Agreement may be executed in counterparts, which together shall constitute a single binding agreement.


IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JOSEPH J. GUILIETTI, COMMISSIONER



By: 
Barry Julian
District Director
Bureau of Highway Operations


Name: Richard Kettler

Date: 12/3/21

STATE OF CONNECTICUT)
COUNTY OF Various) ss: Various December 3 A.D., 2021
Date

Personally appeared for the State, Barry Julian Signer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Director, before me.

My Commission Expires:
10/31/22


Notary Public

Date: 12/3/21

WITNESSES: SECOND PARTY

Town of East Hartford

By: _____

Name:

Michael P. Walsh
Mayor

Date:

Name:

STATE OF)
)
COUNTY OF)

ss:

A.D., 2021

Personally appeared for the Second Party, Michael P. Walsh, Town of East Hartford, Signer and Sealer of the forgoing instrument and acknowledged the same to be the free act and deed of Michael P. Walsh, and his free act and deed as Mayor before me.

My Commission Expires:

Notary Public

Date: _____

EXHIBIT A
STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS
CONNECTICUT DEPARTMENT OF TRANSPORTATION
August 2019

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

(1) The Second Party shall not perform any maintenance prior to the effective date of the Permit specified as a component of the Supporting Documents identified in the Agreement.

(2) The Second Party shall assume all maintenance of the Project from the effective date of the Permit and through completion of the Project. Such maintenance shall include, but not be limited to, the adequate maintenance and protection of traffic at all times during all phases of the Project in accordance with the terms of the Permit.

(3) The Second Party shall provide, upon the completion of the Project, and upon obtaining written permission of the State on each such occurrence, all physical maintenance of all portions of the Project within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.

(4) In the event that the State deems it advisable, convenient or necessary to design, construct, reconstruct, install or maintain a highway or portion thereof or any storm drainage facilities or any other highway appurtenance or construction activity within the Project area, the Second Party shall bear the entire cost of relocating the Project that may be required as a result of such future State activity.

(5) The Second Party acknowledges that notwithstanding the fact that it may be eligible for reimbursement from the State under the laws of the State of Connecticut, for its costs to readjust, relocate or remove the Project within or from the State highway right of way, the Second Party, on behalf of itself and its successors in interest, does herein waive any right to reimbursement that it may have against the State with respect to the Project.

This provision shall survive the Agreement.

EXHIBIT B and
Schedules 1-3
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
 - (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

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- State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - (iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, subsubcontracts and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.
- (5) This clause applies to those second parties who are or will be responsible for compliance with the terms of the American with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
- (6) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEOR), dated March 3, 2009, as set forth in Exhibit B, Schedule 3 (attached herewith and incorporated by

reference), as may be amended from time to time, as a material term of any contracts/ agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/ agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



Schedule 2
 CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY
STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation (“DOT” or “Department”). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics’ web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT’s Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department’s: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
 Office of Legal Services

**questions, contact the Ethics
 Compliance Officer’s Designee:**

To contact the Office of State Ethics:

Office of State Ethics
 20 Trinity Street, Suite 205
 Hartford, CT 06106 **For**

Tel. (860) 566-4472
 Facs. (860) 566-3806

Web: www.ethics.state.ct.us

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of

Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any “particular matter” in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term “represent” has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a

consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the FederalAid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must

be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

- a) All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
 - (2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.
- b) In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

- a) When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.
- b) The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

- c) The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a) The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b) The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c) The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d) The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

- a) The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b) Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

- c) The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d) The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a) The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b) The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c) The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d) In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

- a) The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

- b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

- a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

- b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

- c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. Affirmative Action Plan

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 21, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: Memorandum of Agreement between the Town of East Hartford and the State of Connecticut Judicial Branch Court Support Services Division

Enclosed is a Memorandum of Agreement between the Town of East Hartford and the State of Connecticut to allow the East Hartford Police Department to participate in a pilot program with the Judicial Branch Court Support Services Division to hold bail commissioner interview remotely.

Currently, these interviews are conducted in person and can be delayed due to COVID protocols, inclement weather or other circumstances. The remote option will ensure safer, more convenient and timely interviews.

Please place this item on the Town Council agenda for the January 4, 2022 meeting.

C: S.Sansom, Chief of Police
R. Davis, Deputy Chief of Police
P. Neves, LT



EAST HARTFORD POLICE DEPARTMENT MEMORANDUM



To: Mayor Michael P. Walsh

From: Chief Scott M. Sansom

Date: December 21, 2021

Subject: Memorandum of Agreement between the Town of East Hartford and the State of Connecticut Judicial Branch Court Support Services Division

Attached please find a Memorandum of Agreement between the Town and the State of Connecticut. This MOA has been reviewed by our corporation counsel and after some revisions, the final agreement is ready for your signature.

The purpose of this agreement is to allow the East Hartford Police Department participate in a pilot program with the Judicial Branch Court Support Services Division. The program is designed to test the ability to hold bail commissioner interviews remotely, via a video link. The State is providing funding and equipment to install internet connections and purchase a mobile video cart for use in our prisoner holding area. The goal is to have all statutorily required bail commissioner interviews held remotely. The current practice requires that bail commissioners drive to every police department in their assigned judicial district and complete an in-person interview in the holding area. These commissioner interviews can be delayed due to weather/road conditions and Covid protocols in various municipalities.

The remote interviews should be a benefit to both police department staff and the arrested persons. Staff no longer will have to be concerned for the safety of civilian visitors escorted into the holding area. The bail interviews will be held in a more timely manner and may reduce the time persons are held in police custody.

The Judicial Branch Court Support Services Division has received Covid Relief Funds and will be funding the entirety of this project. The State will purchase all equipment and reimburse the Town for all electrical work and internet network equipment needed to complete this project.

We see the value in this pilot program for both our staff and customers, and we support its goal. I am requesting the approval of this agreement by you and the East Hartford Town Council.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF EAST HARTFORD
AND
THE STATE OF CONNECTICUT JUDICIAL BRANCH
COURT SUPPORT SERVICES DIVISION**

This Agreement is entered into by and between the Town of East Hartford and the State of Connecticut Judicial Branch Court Support Services Division (hereinafter, JBCSSD) shall be effective **Upon Execution through December 31, 2026.**

PURPOSE

The JBCSSD will loan video conferencing equipment to the Town of East Hartford via a *Technology Equipment Loan Agreement*, a copy of which is provided here as Attachment A and made a part hereof. JBCSSD will use the equipment to communicate virtually with clients who are in custody of the Town of East Hartford Police Department.

WITNESSETH

WHEREAS, JBCSSD is in need of a remote program with the capacity to conduct interviews and process clients who are in police custody and held on bond using video conferencing equipment, which will provide more efficient services;

WHEREAS, JBCSSD has received COVID Relief Funds (CRF), which will provide funding to facilitate the operation of the remote program between JBCSSD and the Town of East Hartford, JBCSSD will loan the Town of East Hartford the equipment necessary for JBCSSD to conduct interviews remotely via video conference and reimburse the Town of East Hartford for the cost to install the equipment needed to support JBCSSD video conferencing.

NOW THEREFORE, JBCSSD and the Town of East Hartford agree to the following:

I. RESPONSIBILITIES OF THE PARTIES

A. JBCSSD Shall:

1. Loan the following equipment: mobile cart, Yealink video conferencing phone, 23” monitor, and battery backup.

2. Include a Microsoft Teams license that will be configured to the YEALINK device and will authenticate to the JBCSSD Active Directory.
3. Replace or repair any damaged equipment within a reasonable timeframe.
4. Provide technical support from Monday through Friday, 7:30 AM to 5:00 PM while the equipment is on loan.
5. Maintain ownership of all equipment on loan and mark with a "Property of Judicial Branch" blue tag.
6. Be the only Party authorized to remove video program equipment from the site.
7. Reimburse for the installation of data wiring and Wi-Fi access required to support JBCSSD video conferencing in accordance with Section II below.
8. Be responsible for complying with Federal CRF reporting requirements.

B. TOWN OF EAST HARTFORD shall:

1. Complete a '*Technology Equipment Loan Agreement*' (Attachment A).
2. Provide a copy of quote for data wiring and Wi-Fi access installations and submit a copy of the invoice(s) for reimbursement no later than December 31, 2021, to receive payment.
3. Manage the installation, warranty coverage, and technical support associated with the data wiring of one (1) data drop for two (2) connections and one (1) Wi-Fi Access Point.
4. Provide timely client access and/or scheduling to use JBCSSD loaned video equipment when JBCSSD staff request to complete an interview. JBCSSD need for the equipment shall be considered a priority need.
5. Have and maintain safety measures for when Town of East Hartford staff and JBCSSD staff use the equipment.
6. Notify JBCSSD of any equipment damage or repairs needed with a reasonable timeframe and provide JBCSSD access to the equipment within the Town of East Hartford building as necessary for repairs.

II. REIMBURSEMENT OF FUNDS

- A. Upon approval of a proposed quote submitted by the Town of East Hartford and in accordance with sec. I.B.3 of this Agreement, JBCSSD will reimburse for the installation of the following:
 - 1. Data wiring of one (1) data drop for two (2) connections; and
 - 2. Wi-Fi Access Point (if applicable).
- B. JBCSSD will provide the Town of East Hartford a one-time reimbursement in an amount not to exceed \$3,000 for state fiscal year (SFY) 2022 for the data wiring services.
- C. JBCSSD will provide the Town of East Hartford a one-time reimbursement in an amount not to exceed \$1,000 for SFY 22 for the Wi-Fi Access.
- D. Payment for the reimbursement of funds for SFY 22 shall be contingent upon receipt of a Vendor Invoice by JBCSSD and the completion of services in accordance with sec.I.B.3.
- E. JBCSSD assumes no liability for payment under the terms of this agreement until the Town of East Hartford is notified that this Agreement has been approved and a Purchase Order has been issued.
- F. JBCSSD reserves the right to withhold payment pending timely receipt of all required documents, Vendor Invoice, and the installation of connectivity services.
- G. All equipment is subject at minimum to an annual audit of inventory.

III. CANCELLATION

Either party upon 60-day written notice to the other party may terminate this Agreement.

IV. MODIFICATION

This Agreement shall not be modified except by a written agreement that is signed by both parties. This Agreement is subject to the availability of funding from the Connecticut General Assembly and in the event of withdrawal or reduction in funding JBCSSD and the Town of East Hartford reserve the right to reduce or terminate this Agreement according to the provisions contained herein.

V. **DURATION**

This Agreement is effective upon execution and shall continue for a period not to exceed December 31, 2026, or until terminated by any of the parties in accordance with Section III. Cancellation.

VI. **AGENCY CONTACTS AND NOTIFICATIONS**

A. For JBCSSD

1. Operations/Field Support

Michael Hines, Deputy Director III, or designee
Adult Operations
455 Winding Brook Drive
Glastonbury, CT 06033
(O) 860-368-4313 (C) 860-798-2801
Michael.Hines@jud.ct.gov

2. Technical Support

Mark Ciccio, Manager of Administrative Services, or designee
COSFAMM
455 Winding Brook Drive
Glastonbury, CT 06033
(O) 860-368-3841
Mark.Ciccio@jud.ct.gov

B. For the Town of East Hartford

1. Mayor Michael P. Walsh

East Hartford Town Hall
740 Main Street
East Hartford, CT, 06108
(O) 860-291-7201
mwalsh@easthartfordct.gov

THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

AGREED TO AND ACCEPTED:

For the sake of efficiency and expediency, this document may be executed in counterparts that, when all signature pages are merged, shall comprise of a single, fully executed document.

The parties hereby agree and acknowledge that any party may sign this document by using an electronic signature, as defined in the Connecticut Uniform Electronic Transactions Act, and that such electronic signature shall be valid and enforceable to the same extent as an original, pen to paper signature.

TOWN OF EAST HARTFORD

By: _____ Date _____
Mayor Michael P. Walsh

STATE OF CONNECTICUT,
JUDICIAL BRANCH COURT SUPPORT SERVICES DIVISION

By: _____ Date _____
Gary A. Roberge
Executive Director, Court Support Services Division
Duly Authorized

STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES
APPROVED AS TO FORM FOR THE JUDICIAL BRANCH

By: _____ Date _____
First and Last Name
Title, Legal Services

ATTACHMENT A

TO: Chief Scott Sansom, East Hartford Police Department

FROM: Julie Revaz, Director of Administration

DATE: Friday, October 29, 2021

RE: Technology Equipment Loan Agreement

The technology equipment listed below is owned by the State of Connecticut Judicial Branch and is being provided to you on loan for use in the operation of the CSSD Remote Bail Interview Program. Your Agency

Contact Name: LT Paul Neves Telephone: 860-291-7616

E-Mail: pneves@easthartfordct.gov and their Supervisor's Name is: DC Robert Davis

As ownership of this equipment remains under the Judicial Branch, the equipment may be removed at any time and this equipment must be available for physical inspection and audit purposes. The Judicial Branch Court Support Services Division (CSSD) Information Technology Unit must be notified of any damage or repairs that may be needed. Only the Judicial Branch is authorized to remove this equipment from the Program site.

The Judicial Branch Court Support Services Division is aware that the computer equipment will be used by CSSD staff, PD staff for clients. The participating PD must have in place and maintain safety measures for when staff and clients utilize the equipment. By signing the document signer represents that they are authorized to accept the equipment listed below is on loan on behalf of their employer.

Equipment Description	Manufacturer and Model	JB Tag #	Item Serial No.

Signature and Date

Cc: Mark.Ciccio@jud.ct.gov
Lorrie.Opalacz@jud.ct.gov

Terms and Conditions

- A. **Entire Agreement** - The terms and conditions of this agreement constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.
- B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.
- C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- D. **Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes section 12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
- E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letter of patent and/or copyright.
- F. **Contractor Default / Cancellation** - Any other provision of this Agreement notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Agreement or in any of the Exhibits or Amendments which are part of this Agreement, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
 - withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch.
 - require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch.
 - suspend the execution of all or part of the services.
 - require that unexpended or improperly expended funds be returned to the Judicial Branch.
 - recoup any money owed to the Judicial Branch from any future payments owing under this Agreement or any other Agreement between the Judicial Branch and the Contractor.
 - assign appropriate state personnel to fulfill the Contractor's obligations under this Agreement until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch.
 - require that Agreement funding be expended by the Contractor to enter a subcontractual arrangement with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this agreement.
 - cancel this Agreement effective upon a date specified in a written notice delivered to the Contractor.
 - take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State of Connecticut Judicial Branch, or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby.
 - any combination of the above actions.

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified in this paragraph, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth in this paragraph.

- G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.
- H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.
- I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.
- J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.
- K. **Contingencies** - Neither party hereto shall be liable to the other for breach or delay in delivering or accepting services hereunder if such breach or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.
- L. **Non-Waiver** - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
- M. **Equal Opportunity** - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disability, intellectual disability, learning disability or physical disability including, but not limited to, blindness or veteran's status.
- N. **Civil Rights Agreement** – Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice require that such agencies must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe

Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request. The Contractor furthermore agrees that in the performance of the Contract, such Contractor will comply with the non-discrimination provisions of the United States Department of Transportation, Federal Motor Carrier Safety Administration Program, contained in Appendices A and E attached hereto and incorporated herein as Exhibit M and Exhibit N.

(a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, or status as a veteran, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities (hereinafter, Commission); (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of General Statutes sections 4a-60, 46a-68e and

46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes sections 4a-60 and 46a-56.

(b) If the contract is a public works contract, municipal public works contract or a contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with the Judicial Branch shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations.

(2) The Judicial Branch is prohibited from awarding a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under Paragraph N(c)(1) above.

(d) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in Paragraph N(d)(1), N(d)(2), N(d)(3) or N(d)(4) above.

(e) For the purposes of this Paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of General Statutes section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

O. **Non-discrimination Regarding Sexual Orientation** - (a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit

discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereinafter, Commission) advising the labor union or workers' representative of the Contractor's commitments under General Statutes section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Contractor agrees to comply with each provision of General Statutes section 4a-60a and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the General Statutes; and (4) The Contractor agrees to provide the Commission with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

(b) (1) Any contractor who has one or more contracts with the Judicial Branch shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations.

(2) The Judicial Branch is prohibited from awarding a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under Paragraph O(b)(1) above.

(c) For the purposes of this Paragraph, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this Paragraph, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, and (2) any other state, as defined in General Statutes section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

(d) The Contractor shall include the provisions of Paragraph O(a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

P. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act

of 1990 (42 USC section 12101-12189 and sections 12201-12213) (Supp. 1993); 47 USC sections 225, 611 (Supp. 1993). During the term of the contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

- Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.
- R. **Termination** - This contract may be terminated by the Judicial Branch without cause upon 30 days written notice to the Contractor, or for cause without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch. Notwithstanding the foregoing, cancellation due to the Contractor's breach is governed by Paragraph F herein.
- S. **Contract Period** – Refer to agreement.
- T. **Contract Price** - Prices must remain firm during the contract period except that reasonable increases may be authorized during any extension of the initial contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties. Reasonable requests for price increases pertaining to an extension of the contract period will be considered at the time of such extension.
- U. **Contract Amendments** - Any changes to the Agreement will be made in the form of a written amendment signed by both parties.
- V. **No Joint Venture** - Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- W. **Subcontractors** - The Contractor shall not subcontract for any of the services required under this contract without prior written approval from the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
- X. **Indemnification**
(a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's

subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

(b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/ or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this paragraph shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged, or is found, to have merely contributed in part to the Acts giving rise to the Claims and/or where the State and/ or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.

(d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(e) This paragraph shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

(f) For purposes of this paragraph, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- Y. **Notice of Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action or proceeding brought against the Contractor or its employees or agents.

- Z. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed, specially ordered or commissioned under a contract awarded as a result of this RFP or agreement, shall be the sole property of the Judicial Branch. The Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a “work made for hire” under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

- AA. **Prohibition Against Assignment** - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.
- AB. **Copyrights** - The Contractor shall not distribute any materials under this contract containing the copyrighted works of others without the written consent of the copyright holder. The Contractor shall obtain any necessary authorization(s) for usage of any such third-party materials.

For pre-existing works of authorship in which the Contractor holds a copyright interest, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- AC. **Record Keeping and Access** - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct, allocable as direct and administrative and general costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records and other financial program and individual service documents concerning this contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.
- AD. **Safeguarding Client Information** - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. The Contractor also agrees to follow the Chief Court Administrator policy adopted in accordance with General Statutes section 51-36a, regarding the access and disclosure of Judicial Branch records which are confidential pursuant to statute (available upon request). Any Contractor considered a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA’s privacy regulations governing the use of protected health information. In order to ensure the security and confidentiality of client data transmitted via email, the Contractor will not transmit client data in PDF files through unsecured email accounts, and will not utilize any free or unsecured email services for the transmission of client records and/or information. The Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

AE. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell or rent in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this contract.

Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

AF. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 90 Washington Street, Hartford, CT 06106.

AG. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Agreement, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

AH. **Lobbying Activities** - Unless otherwise specifically required by this Agreement, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Agreement or a subsequent amendment to this Agreement involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69) of over \$100,000, the Contractor further certifies that:

- a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL "Disclosure of Lobbying Activities," in accordance with its instructions; and
- b. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

AI. **Suspension or Debarment** - Signature on this Agreement certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. Has not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of, fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) above;
- d. Has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Agreement.

AJ. **Contractor Recording of Private Telephonic Communication** - The Contractor certifies that if it records telephone communications that it will do so only in compliance with Connecticut General Statutes section 52-570d - Action for illegal recording of private telephonic communications. With limited exceptions, section 52-570d prohibits the recording of private oral telephonic conversations without the prior consent of all parties to the conversation, verbal notice of the recording at the start of the conversation (with such notice as part of the recording), or an automatic tone warning device which repeats at intervals of approximately every fifteen seconds.

AK. **Criminal Investigations** - Subject to constitutional limitation, it is a requirement of this contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or the Judicial Branch.

AL. **Compliance with Federal Limited English Proficiency (LEP) Requirements** - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228 (c) (the “Safe Streets Act”), and the Victims of Crime Act, 34 U.S.C. §20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

AM. **Prohibitions for Large State Contractors** - No person who (1) is, or is seeking to be, prequalified under General Statutes section 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes section 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:

- a. With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
- b. Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;
- c. Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
- d. With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes section 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

AN. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such

contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes section 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.

AO. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes sections 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch.

AP. **Maintenance of Contractor Insurance Required** - The Contractor agrees that prior to commencement of services, and during the entire term of this agreement, it will carry sufficient liability and / or other insurance and will maintain that coverage in full force and effect for the duration of the agreement term, including any and all amendments or extensions thereof. **The State of Connecticut Judicial Branch must be named as an additional insured, as its interest may appear, and must also be named as a certificate holder on all certificates of insurance required under this agreement.** If possible, the required certificate of insurance shall also include a statement that the Judicial Branch shall be notified ten (10) days in advance of any policy amendment, revocation, cancellation, non-renewal or material change in coverage. All insurance coverage must be obtained at the Contractor's sole expense. The following minimum coverage amounts must be maintained:

A.	Worker's Compensation	CT Statutory Coverage required
B.	Automobile Liability	\$1,000,000.00 (where applicable)
C.	General Liability	\$1,000,000.00
D.	Professional Liability	\$1,000,000.00 (where applicable)

Annual renewal certificates should be provided to the Judicial Branch prior to the expiration date of the insurance then in effect.

Neither the Contractor nor, to the extent of the policy limits, the Contractor's insurer, shall use the defense of sovereign immunity without the prior approval of the Judicial Branch in any Claim involving the Judicial Branch and the Contractor. For the purposes of this provision, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

AQ. **Notice of Required Representations Regarding Consulting Agreements** - Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the required representations regarding consulting agreements described in the Act. Accordingly, pursuant to the Act, bidders or other parties are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the representation described in paragraph AP(b) below (see Exhibit A).

(b) (1) Each contract described in paragraph AP(a) above shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state

agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such representation is submitted. (2) Such representation shall be sworn as true to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement. (3) Such representation shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

(c) In the event that a bidder or vendor refuses to submit the representation required under paragraph AP(b) above, such bidder or vendor shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

AR. **Gift Representation** - Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, or any agreement, include a notice of the representation requirements described in the Statute. Accordingly, pursuant to the Statute, bidders or other parties are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless such contract contains the representations described in this paragraph

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall represent:

(1) That no gifts were by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or

award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not make the certification required under paragraph AQ(d) above shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

AS. **Iran Certification** – Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this Paragraph) requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, or any agreement, include a notice of the certification requirements described in the Act. Accordingly, bidders or other parties are notified as follows:

(a) For the purposes of this Paragraph, the terms "state agency" and "quasi-public agency" shall have the same meanings as provided in section 1-79 of the General Statutes, "large state contract," has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract unless such contract contains a certification that such entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(c) Any entity who makes a good faith effort to determine whether such entity has made an investment described in Paragraph AS(b) above shall not be subject to the penalties of false statement pursuant to this Paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

AT. **Prison Rape Elimination Act (PREA)** - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August

1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

Robert J. Pratt

TOWN COUNCIL MAJORITY OFFICE
PERSONNEL AND PENSIONS SUBCOMMITTEE

2021 DEC 13 AM 10:46

DECEMBER 8, 2021

TOWN CLERK
EAST HARTFORD

PRESENT Awet Tsegai, Temporary Chair, Councillors Rich Kehoe and Tom Rup

ALSO

PRESENT Mayor Michael Walsh
Sandy Franklin, Interim Human Resources Director

CALL TO ORDER

Temporary Chair Tsegai called the meeting to order at 5:43 pm.

NOMINATION OF OFFICERS

Chair:

MOTION By Rich Kehoe
seconded by Tom Rup
to **appoint Awet Tsegai as Chair**
of the Personnel & Pensions Subcommittee.
Motion carried 3/0.

Secretary:

MOTION By Awet Tsegai
seconded by Rich Kehoe
to **appoint Tom Rup as Secretary**
of the Personnel & Pensions Subcommittee.
Motion carried 3/0.

ADOPTION OF RULES GOVERNING MEETINGS

MOTION By Rich Kehoe
seconded by Tom Rup
to **adopt Robert's Rules of Order** as the rules that shall govern
parliamentary procedure at all subcommittee meetings, with the exception
that (1) the Chair shall not be required to restate the motion of any
Council member unless requested by another Councillor, or when in the
discretion of the Chair, such restatement is necessary to avoid any
confusion as to the motion; and (2) where such rules are in conflict with
the provisions of the State Statutes, the Town Charter, or Town
Ordinances.
Motion carried 3/0.

ESTABLISHMENT OF MEETING DATES

MOTION By Tom Rup
seconded by Rich Kehoe
to **hold** meetings at the **call** of the Chair.
Motion carried 3/0.

STORAGE OF RECORDS

MOTION By Rich Kehoe
seconded by Tom Rup
to **store** records in the Town Council office.
Motion carried 3/0.

APPROVAL OF MINUTES

September 23, 2021 Meeting

MOTION By Tom Rup
seconded by Rich Kehoe
to **approve** the minutes of the September 23, 2021 Personnel & Pensions
Subcommittee meeting.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

Solid Waste Official – F.K.A. Recycling Inspector

MOTION By Rich Kehoe
seconded by Tom Rup
to **recommend** that the Town Council approve the new job description
entitled "Solid Waste Official" dated December 8, 2021. (see attached)
Motion carried 3/0.

NEW BUSINESS

Review of Non-union Wage Chart – Directors' Compensation Study

The committee has been reviewing the compensation package for directors over the past year. The Town Council hired CPS/HR to conduct a study of salary and benefits for similar positions in other towns with similar demographics and government structure. The study concluded that while the fringe benefits like health insurance and retirement benefits were similar in other towns, the salary levels for most directors were significantly under the median salaries for other towns.

Although Section 5.25 and Section 3.4 of the Town Charter charges the Town Council with establishing a pay plan for directors, the Town Council has not adopted a comprehensive set of benefits and salary grid for the directors. The committee agreed to recommend such a plan.

The committee, along with Mayor Walsh and Interim Human Resources Director Sandy Franklin, reviewed the Compensation Plan for Directors of the Town of East Hartford dated December 7, 2021. The draft establishes benefits similar to those currently provided to directors and adopts a salary range for each position consistent with the recommendations of the CPS/HR study with the following exceptions: The Fire Chief was aligned with the Police Chief, the Town Clerk and the Development Director was set at a B level reflecting the relatively low number of employees reporting to the director in East Hartford compared to other towns.

After much discussion, the committee agreed to make the following changes to the December 7th draft:

1. The Hours of Work will be amended to reflect that the work week is 40 hours consistent with the current language in the Personnel Rules
2. The Vacation Policy will be amended to reflect that directors receive 3 weeks vacation at the start of employment and can increase to a maximum of 5 weeks at the discretion of the mayor. For directors hired before July, 2021, they will be able to accumulate a maximum of 75 days of vacation time; anyone hired after that date will be able to accumulate no more than 50 days
3. Sick Leave Policy will be amended to reflect that there are no specific sick days nor any days accumulated. Sick days are provided at the discretion of the mayor.
4. Funeral Leave is eliminated
5. Health Insurance Benefits is amended to provided that effective July 1, 2022; the HDHP deductible will increase to \$2,000/\$4,000 to be similar to union contracts.
6. Separation Pay will be amended to provide that a director receives 2 weeks of separation pay at the start of employment. Such separation pay level increases 1 week per year worked on the employee's anniversary date up to a maximum of 8 weeks.
7. Retiree Benefits will be amended to add the current life insurance provision and clarify the current health insurance option for retirees where active employees can choose to pay a percent of health insurance costs or pay into the Other Post Employment Benefits trust fund 1% of salary and not pay for health insurance

coverage. The 1% will increase to 3% on July 1, 2022 to better reflect the actual cost of health insurance provided to such employee.

8. Salary Ranges will be amended to set the minimum rate for "A" grade at \$80,000 and the maximum rate for "D" grade at \$165,000 since those grades contain positions with significantly different responsibilities and reflect closer to actual pay for some in those positions

MOTION By Rich Kehoe
seconded by Tom Rup
to **recommend** that the Town Council approve the Compensation Plan for Directors of the Town of East Hartford dated December 7, 2021 as amended by the Department of Human Resources per the subcommittee's discussion.
Motion carried 3/0.

Deputy Director – Public Works Department – New Job Description

Mayor Walsh indicated that while this position is of value to the Public Works Department, he is not prepared at this time to go forward with it. The Administration will continue to work on the job description and report back to the Committee with its recommendation.

Assistant Town Clerk – Revised Job Description

Per discussion with Ms. Franklin and the Mayor, this position is no longer needed in the Town Clerk's office.

ADJOURNMENT

MOTION By Tom Rup
seconded by Rich Kehoe
to **adjourn** (7:38 p.m.)
Motion carried 3/0.

C: Town Council
Mayor Walsh
Connor Martin, Assistant to the Mayor
Sandy Franklin, Interim Human Resources Director
John Lawlor, Public Works Director

TOWN OF EAST HARTFORD

TITLE: SOLID WASTE OFFICIAL

GRADE: 9

DEPARTMENT: PUBLIC WORKS –WASTE DIVISION

DATE: December 8, 2021

GENERAL DESCRIPTION

A technical and administrative position associated with inspection of waste disposal and recycling programs insuring compliance with and enforcement of local and state regulations, ordinances and statutes.

Plans, organizes and executes investigations of proper disposal and recycling practices and issuance of warnings, notices of violation and educational outreach.

The position requires a thorough understanding of waste disposal and recycling laws as established through local regulations, ordinances and state statutes. It also requires public education including the capacity to develop educational materials that inform and promote best waste disposal and recycling practices.

SUPERVISION RECEIVED

Works under the general supervision of the Director of Public Works or designee.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES:

- Prepares and implements enforcement plans and procedures to address waste and recycling compliance by Town residential and municipal sectors.
- Conducts necessary planning and inspections town-wide; enforcing compliance.
- Reads, interprets and enforces all aspects of local and state solid waste laws.
- Receives and investigates complaints of solid waste violations.
- Monitors and evaluates the effectiveness of waste and recycling programs and procedures and makes recommendations for improvements.
- Organizes and conducts promotional and public education efforts.
- Designs materials for public informational campaigns to be used for conventional and social media outlets.
- Prepares statistical and narrative reports regarding tonnages, violations as required by the Town and State.
- Researches and develops new programs to divert waste and reduce town waste disposal costs.
- Coordinates activities with town departments, community organizations etc.
- Attends solid waste regional and state industry meetings on behalf of the town.

KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of state and local solid waste and recycling laws and best practices.
- Ability to conduct investigations, process notice of violations, legal orders, etc. to resolve non-compliance complaints.
- Ability to give clear, concise written and oral presentations and work effectively with staff, superiors and the general public.
- Must be customer education oriented.
- Ability to educate residents and municipal officials and to speak in public. Bilingual (Spanish) desirable.
- Ability to develop and design educational materials.
- Ability to prepare statistical reports, conduct research and make recommendations for process or program improvements.
- Ability to operate a computer for word processing, spreadsheets, databases, brochure design, case management and research.
- Ability represent the town in contested matters/hearings and prepare all documentation related to same.
- Ability to read maps and follow refuse and recycling routes.

PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Work is performed primarily outside, in all types of weather including heat, cold, rain and snow.
- Work of inspection will be performed in a vehicle, with administrative tasks to be completed in an office.
- Work is performed in the town in following daily service routes.
- Work requires ability to work independently with minimal supervision.
- Work may require carrying objects weighing 10 pounds or more.
- Work will require computer competency.
- Work will require a customer service and education orientation.

QUALIFICATIONS

- Bachelor's Degree in an area related to environmental sciences or public or business administration and 3 years of experience in recycling/solid waste, or 8 years of experience as a Solid Waste Official in a municipality or a similarly structured organization.

SPECIAL REQUIREMENTS

- Must have and maintain a valid Connecticut driver's license.

TOOLS AND EQUIPMENT

- Motor vehicle, personal computer, cellphone and other electronic devices.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 21, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: APPOINTMENTS: Boards and Commissions

The following name was submitted by the Democratic Town Committee Chair to serve as a full member on the Veterans Commission.

Veterans Commission (2-year Term)

D Paul Barry 23 Candlewood Dr. 12/23

Commission on Services for Persons with Disabilities (2-year Term)

D Rachel Botts 131 Jessica Dr. 12/23

Please place this nomination on the Town Council agenda for the January 4, 2022 meeting.

C: R. Pasek, Town Clerk



Town of East Hartford
Boards and Commissions
Application

Date: 11/8/2021

Name: Rachel Botts
Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: 131 Jessica Drive Apt.# Zip: 06118

Home Phone: Email:

Cell Phone: 860-214-3385 Years as an E.Hartford Resident: 13

Occupation: Sr. Account Manager Employer: Kellogg & Sovereign Consulting
Employer/Work Address

Formal Education/Certifications: BA - Sociology, Trinity College '99 MBA - University of Hartford '19

Party Affiliation: Unaffiliated [] Democrat [x] Republican [] Minority Party
As it appears on the E. Htfd. Voter Registration List

Name of board or commission you wish to serve on: Commission on Services for Persons with Disabilit

Interest statement:
Your reason for being interested in serving our Town in this capacity

As the parent of a growing child with a physical disability and the child caring for an aging parent with physical limitations, I am acutely aware of how inaccessible businesses, services and opportunities can disrupt the life and ability to thrive for our residents and students.

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

I have a large network of service providers and disabled people throughout the country who I turn to for learning in best practice. I understand both immediate cost impacts and can articulate the long term costs to resident satisfaction and opportunity costs if inaction and lack of planning now.

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;
[x] understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.
[x] understand that I may be required to complete training and/or continuing education.
[x] understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.
By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.
Signature Rachel Botts Digitally signed by Rachel Botts Date: 2021.11.08 10:03:24 -05'00' Date 11/8/2021
Please return completed and signed form to: BCpost@easthartfordct.gov or mail to: Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108

For internal use only:

Mandatory Qualifications:
Resident T/O C/R T/C

December 21, 2021

The Honorable Michael Walsh, Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Re: Endorsement

Dear Mayor Walsh:

The District Chairs and Vice Chairs of the East Hartford Democratic Town Committee met on December 16, 2021, to consider an endorsement for the following candidate for an appointment.

- **Commission on Services for Person with Disabilities:**
 - **Rachel Botts, 131 Jessica Drive, East Hartford 06118**

In accordance with our guidelines, candidates' applications were reviewed and a vote to endorse this appointment was held. The result of the vote was to forward this application to your office for appointment. The appropriate attachments are herewith for your convenience.

Please contact me if you have questions or need additional information.

Respectfully,

Moriah H. Moriarty
Chairman

December 15th, 2021

Chairman Richard Kehoe
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Re: Endorsement

Dear Chairman Kehoe,

I the Mayor of East Hartford would like to consider an endorsement for the following candidate for appointment to boards or commissions.

- **Veterans Commission – FULL MEMBER Opening**
Applicant: Paul Barry – 23 Candlewood Dr, East Hartford, CT 06118
Occupation: Retired

In accordance with our guidelines the candidates' application was reviewed by the Mayor's Office and the result was to endorse the appointment of the above. For your convenience, I have attached a copy of the appropriate application.

Please contact me if you have questions or need additional information.

Respectfully,

Mike Walsh
Mayor
Town of East Hartford

Town of East Hartford
Boards and Commissions
Application



Date: 12/08/2021

Name: Paul F. Barry Jr.
Your name exactly as it appears on the E. Hftd. Voter Registration List

Address: 23 Candlewood Dr.
East Hartford, CT

Apt.#

Zip: 06118

Home Phone: 860 569-3530

Email: pfbarryjr@aol.com

Cell Phone: 860 280-7809

Years as an E.Hartford Resident: 60+

Occupation: Retired

Employer:

Employer/Work Address

Formal Education/Certifications: HS grad + 2 yrs College

Party Affiliation: Unaffiliated Democrat Republican Minority Party
As it appears on the E. Hftd. Voter Registration List

Name of board or commission you wish to serve on: Veterans Commission

Interest statement:

Your reason for being interested in serving our Town in this capacity

I wish to participate in forming and affecting the direction of the Veterans Commission as it enhances the character & direction of our town.

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

Past member of both East Hartford Veterans & Patriotic Commissions
Trustee CT Dept of Veterans Affairs
Member 1st District Congressional Military Advisory Committee
Director Chapter 120 Vietnam Veterans of America

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

I understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and I understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

I understand that I may be required to complete training and/or continuing education.

I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature: *Paul F. Barry Jr.*

Date: 12/08/2021

Please return completed and signed form to:

BCpost@easthartfordct.gov

or mail to:

Town of East Hartford
Office of the Mayor
740 Main Street
East Hartford CT 06108

For internal use only:

Mandatory Qualifications:

Resident _____ T/O _____ C/R _____ T/C _____

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7208

FAX (860) 291-7389



2021 DEC 30 AM 8:50
TOWN CLERK
EAST HARTFORD

Robert A. Paul

DATE: December 30, 2021

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, January 4, 2022 6:45 p.m. Town Council Chambers

This meeting is accessible through "Microsoft Teams" 1-929-235-8441 Conference ID: 278 300 619 #.

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Tuesday, January 4, 2022

6:45 p.m.

Town Council Chambers

The purpose of the meeting is to meet in Executive Session to discuss the pending Workers' Compensation claim of former Town employee, Thomas Jascowski f/b/o Constance Jascowski.

cc: Mayor Walsh
James Tallberg, Corporation Counsel
Attorney Jonathan Reik of McGann, Bartlett & Brown
Christine Sasen, Risk Manager
Michael Ryan, Paralegal