

*Robert J. Bask*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
JANUARY 18, 2022

2022 JAN 14 PM 1:05

TOWN CLERK  
EAST HARTFORD

REVISED 1/14/22

=====  
This Town Council meeting is accessible through "Microsoft Teams" 929-235-8441 Conference ID: 316 028 816# 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

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. January 4, 2022 Executive Session
  - B. January 4, 2022 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Stub Road Between 19 and 31 Margery Drive
7. OLD BUSINESS
8. NEW BUSINESS
  - A. **Collective Bargaining Agreement Between Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO:**
    1. **Approval of Collective Bargaining Agreement**
    2. **Contingency Transfer**
  - B. Additional LOTCIP funding for the Goodwin Street Reconstruction Project
  - C. Appropriation for Design Costs for Fire Station #2 Construction
  - D. Extension of reporting deadline for Charter Revision Commission
  - E. Brian Aselton Memorial 5K Rescheduled Date (Prev Approved 11/30)
  - F. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: February 1st)

*Robert J. Park*

TOWN COUNCIL CHAMBERS

JANUARY 4, 2022

2022 JAN 10 AM 9:08

EXECUTIVE SESSION

TOWN CLERK  
EAST HARTFORD

PRESENT IN CHAMBERS Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councilors Angela Parkinson (joined via Teams), Awet Tsegai, Harry O. Amadasun, Jr., Thomas Rup and Travis Simpson

ABSENT Vice Chair Donald Bell, Jr.

ALSO PRESENT Michael P. Walsh, Mayor  
James Tallberg, Corporation Counsel  
Attorney Jonathan Reik, McGann, Bartlett & Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:53 p.m.

MOTION By John Morrison  
seconded by Tom Rup  
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 8/0.

MOTION By John Morrison  
seconded by Tom Rup  
to **go back to** Regular Session.  
Motion carried 8/0.

ADJOURNMENT

MOTION By  
seconded by  
to **adjourn** at 7:43 p.m.)  
Motion carried 8/0.

Attest

*Richard F. Kehoe*

Richard F. Kehoe  
Town Council Chair

*Robert J. Pasek*

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

2022 JAN 10 AM 9:08

JANUARY 4, 2022

TOWN CLERK  
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson (via Teams/Phone), Awet Tsegai, Harry O. Amadasun, Jr., Thomas Rup and Travis Simpson

ABSENT Vice Chair Donald Bell, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:56 p.m. The Chair stated that this meeting was also available to the public through the "Teams" platform. He then announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

Ceremonial Swearing in of Harrison O. Amadasun, Jr., Town Councillor

Robert Pasek, Town Clerk, read the oath of office to Harry Amadasun, Jr. Mr. Amadasun's appointment was effective as of 12/22/2021.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Walsh commented on (1) The increase in positive cases for COVID 19 in East Hartford (2) 3,768 test kits were provided by the State of Connecticut on Saturday, January 1, with initial allocation focused on staff and children through the East Hartford Public Schools (3) Town-Wide Communication regarding the acquisition and distribution of COVID 19 Test Kits. Roughly 2000 test kits will be distributed at East Hartford High School located at 869 Forbes St on January 6<sup>th</sup> from 11 a.m.- 1 p.m. One test kit will be provided per vehicle (4) 198,000 KN 95 masks were received by the Fire Department and have been made available to the public via the Town Library and Health Department Office (5) A public statement via social media will be made January 5 that WILL NOT mandate mask wearing but "encourage" the behavior (6) Revaluation of properties has been completed. Increases in values will likely lead to a significant reduction in the mill rate. Property taxes will not increase at the same percentage as the increased value of a taxpayer's property.

Appointment of Jason Marshall, Town Council Clerk

MOTION By Awet Tsegai  
seconded by John Morrison  
to **appoint** Jason Marshall as Town Council Clerk,  
effective January 3, 2022.  
Motion carried 8/0.

APPROVAL OF MINUTES

December 14, 2021 Executive Session

MOTION By Sebrina Wilson  
seconded by Tom Rup  
to **approve** the minutes of the December 14, 2021 Executive Session.  
Motion carried 8/0.

December 14, 2021 Regular Meeting

MOTION By Sebrina Wilson  
seconded by Travis Simpson  
to **approve** the minutes of the December 14, 2021 Regular Meeting.  
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

2021-2023 Committee Assignments

The Chair announced the following assignments for 2021-2023:

**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**

Harry Amadasun

**M.D.C. (Liaison)**

Awet Tsegai

**Housing Authority (Liaisons)**

Harry Amadasun  
John Morrison

**Real Estate Acquisition & Disposition Comm.**

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 Committee**

Awet Tsegai, Temp Chair

**Town Owned Property Other Than RE**

Awet Tsegai, Temp Chair





comment on the sale of a 1' wide strip of land along Congress Street as shown on a map entitled "N/F Town of East Hartford see Volume 574, page 247 (parcel 2)1' wide reserved strip along Congress Street".  
Motion carried 8/0

Sale of 550-560 Burnside Avenue to Habitat for Humanity of North Central Connecticut, Inc.

MOTION By Angie Parkinson  
seconded by Awet Tsegai  
to set a public hearing date of February 1, 2022 @ 7:00pm in Town Council Chambers as well as via the Teams platform, to hear public comment 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.)  
Motion carried 8/0

Setting a Special Meeting Date of January 25<sup>th</sup> @ 7:00pm in Council Chambers re:

Acquisition Of Parcels Of Land That Comprise Applegate Lane And Abutting Properties And Dedication As A Town Road

MOTION By Angie Parkinson  
seconded by John Morrison  
to set a Special Meeting date of January 25<sup>th</sup> @ 7:00 pm in Council Chambers to accept Applegate Lane as a public street as required pursuant to Connecticut General Statutes Section 13a-48.  
Motion carried 8/0

Acquisition Of Parcels Of Land That Comprise Brookside Lane And Dedication As A Town Road

MOTION By Angie Parkinson  
seconded by John Morrison  
to set a Special Meeting date of January 25<sup>th</sup> @ 7:00 pm in Council Chambers to accept the acquisition of parcels of land that comprise Brookside Lane and the dedication of Brookside Lane as a town road as required pursuant to General Statutes section 13a-48.  
Motion carried 8/0

2022 Justice Assistance Grant Program (JAG)

MOTION By Awet Tsegai  
seconded by John Morrison  
to **adopt** the following 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 Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by OPM and the U.S. Department of Justice as they pertain to the JAG Program's Violent Crime Prevention Solicitation.

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

DOT Maintenance Agreement: 235 East River Drive

MOTION By Harry Amadasun  
seconded by Awet Tsegai  
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).  
Motion carried 8/0.

Resident Guillermo Alcover-Chalerman, 82 Saunders Street, was acknowledged by the council and voiced concerns over the mural design. *Councilman Amadasun then spoke to the vetting of the artists involved in the program and indicated that there would be continued public input into the final design.*

*A copy of the Maintenance Agreement follows these minutes.*

MOU State of CT Judicial Branch Court Support Services Division

MOTION By Sebrina Wilson  
seconded by Tom Rup  
to **authorize** the Mayor to enter into a memorandum of understanding between the Town of East Hartford and the State of Connecticut Judicial Branch Court Support Services Division regarding the holding of remote bail commissioner hearings as set forth in a memo from Police Chief Scott Sansom to Mayor Michael Walsh dated December 21, 2021.  
Motion carried 8/0.

*A copy of the MOU follows these minutes.*

Recommendation from Personnel & Pensions Subcommittee: Solid Waste Official

MOTION By Awet Tsegai  
seconded by John Morrison  
that the Town Council **approve** the new job description entitled "Solid Waste Official", a position within the Public Works Department, as approved at the Personnel and Pensions Subcommittee's meeting of

December 8, 2021.  
Motion carried 8/0.

*A copy of the job description follows these minutes.*

Appointments to Boards and Commissions:

MOTION By Harry Amadasun  
seconded by Awet Tsegai  
to **approve** the appointments of:

- Paul Barry, 23 Candlewood Drive, to the Veterans Commission; term to expire December 2023; and
- Rachel Botts, 131 Jessica Drive, to the Commission on Services for Persons with Disabilities; term to expire December 2023.

Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Travis Simpson requested more detail on administration's actions regarding the recent distribution of Covid-19 test kits and KN-95 masks and proposed consideration of focused distribution of tests to the Senior Center and elderly residents. Connor Martin, Chief of Staff, shared details of the distribution plan that included day care facilities, housing authority properties, homeless shelters, food banks and the senior center. Later in the meeting, Mayor Walsh further detailed actions taken.

Thomas Rup requested an update on the purchase of the Charter Oak Plaza Property, located on Silver Lane. Later in the meeting, Mayor Walsh responded that action on Silver Lane is in negotiations, further sharing that development plans for Silver Lane Plaza are in the works. Charter Oak Plaza is being sold though the closure of Stop and Shop has caused some further negotiations between the seller and buyer. The Town will be kept informed as to developments in this transaction between two private entities.

Awet Tsegai requested an update on the status of hiring for town Blight Inspectors. Connor Martin confirmed the hiring of Matthew Lauf on a part time, temporary basis and later in the meeting, Mayor Walsh confirmed that a second temporary hire had also been made.

Awet Tsegai requested an update on the status of the renovation project of Veterans Memorial Clubhouse as the town received \$4 million in state bond funds for the project. Later in the meeting, Mayor Walsh discussed the options and potential partnerships and indicated that the Town Hall meeting scheduled for January 19, 2022 from 6-8 p.m. will include a discussion of the project.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim of former Town Employee, Thomas Jascowski

MOTION By Sebrina Wilson

seconded by Tom Rup  
to **accept** the recommendation of Corporation Counsel to fully and finally settle  
the pending Workers' Compensation claim of former Town employee, Thomas  
Jascowski for the benefit of (f/b/o) Constance Jascowski, for a total sum of  
\$545,000.00.  
Motion carried 8/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

Guillermo Alcover-Chalerman, 82 Saunders Street requested updates regarding the upkeep of  
the Hockanum Linear Park walking trail, as well as proposed upgrades to Martin Park and Center  
Park. Mr. Alcover-Chalerman also voiced concern over school bus stops and safety.

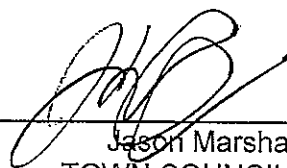
Chair Kehoe acknowledged the absence of Vice Chair Donald Bell due to the recent passing of  
his father and expressed condolences on behalf of the council.

ADJOURNMENT

MOTION By Sebrina Wilson  
seconded by John Morrison  
to **adjourn** at 9:38 p.m.  
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be January 18<sup>th</sup>.

Attest



Jason Marshall  
TOWN COUNCIL CLERK

**MAINTENANCE AGREEMENT**

Between

**THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION**

And

**THE TOWN OF EAST HARTFORD**

THIS AGREEMENT, concluded at Newington, Connecticut, this . . day of  
 , A.D., 2021, by and between the State of Connecticut, Department  
of Transportation, Joseph Giuliotti, Commissioner, acting herein by Barry  
Julian, District Director, duly authorized, hereinafter referred to as the  
"State", and the Town of East Hartford, having its principal place of  
business at 740 Main Street, East Hartford, Connecticut 06118 acting  
herein by Michael P. Walsh, Mayor of the Town of East Hartford, hereunto  
duly authorized, hereinafter referred to as the "Second Party",  
collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to work  
within the State highway right of way, for the installation of 1 painted  
mural or other aesthetic art, under Route 2 on the back wall of Bridge  
#00372 on 235 East River Drive in the Town of East Hartford, hereinafter  
referred to as the "Project";

WHEREAS, the initial installation and maintenance will be performed by  
the Municipality and /or there subcontractors;

WHEREAS, the Project is more fully described and defined in the following  
documents:

(a) Encroachment Permit No. 1021692;

(b) Drawing entitled: Community Arts Mural Project

all of which are hereinafter referred to as the "Supporting Documents" and  
are hereby made a part of this Agreement, either by reference thereto or  
by incorporation herein; and

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.



WITNESSES:

SECOND PARTY

Town of East Hartford

Name:

By: \_\_\_\_\_

Michael P. Walsh  
Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

Name:

STATE OF

)

) ss:

A.D., 2021

COUNTY OF

)

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" (SEEOR), 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](http://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](http://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](http://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](http://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](http://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](http://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)

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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 Federal Aid 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.

**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](mailto: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](mailto: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](mailto:mwalsh@easthartfordct.gov)

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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.

## 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.

## Attenello, Angela

---

**From:** Gentile, Richard  
**Sent:** Thursday, January 13, 2022 9:05 AM  
**To:** Attenello, Angela  
**Subject:** RE: 19-31 Margery Drive

It should probably go back to Council as a communication.

---

**From:** Attenello, Angela <Aattenello@easthartfordct.gov>  
**Sent:** Thursday, January 13, 2022 8:09 AM  
**To:** Gentile, Richard <RPGentile@easthartfordct.gov>  
**Cc:** Lawlor, John <JLawlor@easthartfordct.gov>  
**Subject:** 19-31 Margery Drive

At the December 22<sup>nd</sup> READC meeting, the following motion was approved:

19/31 Margery Drive – Stub Road

MOTION By Tom Rup  
seconded by Awet Tsegai  
that this committee recommend **not** to convey the parcel of land between  
19 and 31 Margery Drive – known as a stub road – to the adjacent property  
owners.  
Motion carried 3/0.

Is there anything further that the Committee, or this office, needs to do to close out this issue?

*Angela*

Angela Attenello  
Town Council Office  
Town of East Hartford  
740 Main Street  
East Hartford CT 06108

Office 860-291-7208  
Fax 860-291-7389



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 13, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: 1174 Contract Settlement and Contingency Transfer

---

Please see the attached memo from the Director of Finance, Linda Trzetzziak regarding the financial analysis related to the 1174 contract settlement.

To cover the costs related to the settlement, \$71,102 will need to be transferred into various accounts by way of a Contingency Transfer.

If approved, this funding will satisfy the contact settlement through June 30, 2022.

Please place this item on the Town Council agenda for the January 18<sup>th</sup>, 2022 meeting.

C: L. Trzetzziak, Director of Finance



## MEMORANDUM

**DATE:** January 13, 2022

**TO:** Michael P. Walsh, Mayor

**FROM:** Linda Trzetzak, Director of Finance

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

**RE:** **1174 Contract Settlement and Contingency Transfer**

---

By way of this memo, attached please find the financial analysis related to the 1174 contract settlement.

To cover the costs related to the settlement, \$71,102 will need to be transferred into various accounts by way of a Contingency Transfer.

If approved, this funding will satisfy the contact settlement through June 30, 2022.

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

The Town of East Hartford  
 Analysis of the 1174 Contract  
 Prepared as of January 13, 2022

Wages  
 2%, 2%, 1.25%, 2%

Medical Prem. Share  
 10%, 11%, 12% and 13%

Employees Covered 60

	Precon. GWI	Year 1		Year 2		Year 3		Year 4	
		@6/30/21	@7/21	@7/22	@7/23	@7/24	6/30/24	@7/24	6/30/25
Reg. Wages	0.00%	3,500,500	70,010	71,410	45,524	3,687,444	73,749	3,761,195	
OT Wages	-	225,000	4,590	2,926	237,016	4,740	241,756		
Total	-	3,725,500	74,510	76,000	48,450	3,924,460	78,489	4,002,950	

Year	Wage Inc. Per Year	Wage Inc. Total	Wage Competitiveness			
			Year 1	Year 2	Year 3	Year 4
Pre	-	-	-	-	-	-
1	74,510	74,510	74,510	74,510	74,510	74,510
2	76,000	150,510	76,000	76,000	76,000	76,000
3	48,450	198,960	48,450	48,450	48,450	48,450
4	78,489	277,450	78,489	78,489	78,489	78,489
Total		701,430	74,510	150,510	198,960	277,450

Total Per Year	Total Per Contract	Prem. Sh. Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
76,000	150,510	10,000	66,000	140,510	2.0%
48,450	198,960	11,000	37,450	187,960	1.7%
78,489	277,450	12,000	66,489	265,450	1.0%
277,450	701,430	33,000	244,450	668,430	1.7%

Annualized 1.6%

Wage Competitiveness achieved with Refuse Collection Savings

Refuse Collection Savings	Equipment Maintenance	183,000
MSW Savings - recurring	Insurance/Worker's Comp.	38,000
	Capital Replacement	471,209
Bulky Waste Savings - recurring	Equipment Maintenance	33,037
	Capital Replacement	60,500
Dumpster Collection - recurring	All in cost	78,000
	Savings	863,746

Wage Competitiveness  
 Year 1 - Cash Payment 156,000 (not in base)  
 Year 2 - \$2 per hour bump 216,320  
 Year 3 - \$1 per hour bump 108,160  
 Year 4 - \$1 per hour bump 108,160

Cost to be Competitive 588,640

**The Town of East Hartford  
For the Fiscal Year Ending June 30, 2022  
Contingency Transfer**

**FROM**

<b>Account Number</b>	<b>Name</b>	<b>Amount</b>
G9600-60201	Contingency Reserve-Contract Negotiations	\$ <u>71,102</u>

**TO**

<b>Account Number</b>	<b>Name</b>	<b>Amount</b>
G7300-60110	Permanent Services – Highway	\$ 26,673
G7400-60110	Permanent Services – Sanitation	11,998
G7700-60110	Permanent Services – Fleet Services	6,722
G7800-60110	Permanent Services – Building Maintenance	1,572
G8200-60110	Permanent Services – Park Maintenance	<u>24,137</u>
	<b>TOTAL</b>	<b>\$ <u>71,102</u></b>

The funds being transferred are certified as available and unobligated.

---

Linda Trzetzak, Director of Finance

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Michael P. Walsh, Mayor

---

Jason Marshall, Town Council Clerk  
Dated this 18<sup>th</sup> day of January, 2022



**WORKING AGREEMENT**

**between**

**THE TOWN OF EAST HARTFORD**

**and**

**LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO**

**July 1, 2021 through June 30, 2025**

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This agreement is entered into by and between the Town of East Hartford, hereinafter referred to as the "Town" and Local #1174 of Council #4, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## ARTICLE I - RECOGNITION

**Section 1.0** The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all employees in the Parks and Recreation Department and Public Works Department as listed in Appendix B, and excludes all non-bargaining unit employees; 818 and ~~MEU 760~~ CSEA 2001 members; and part - time and seasonal employees.

**Section 1.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with all Federal and/or State laws and regulations.

## ARTICLE II - UNION SECURITY

**Section 2.0** The Town agrees to deduct weekly Union dues ~~or service fees~~ in whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein, upon the receipt of an assignment. If, for any reason, a deduction was not made on the payday in which Union dues ~~or service fees~~ are to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him to bring his deductions up to date. The sum which represents such weekly Union dues ~~or service fee~~ deductions shall be certified to the Town as constituting such by the duly authorized Financial Officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union. The form of the assignment for giving effect to this Article is attached hereto as "Appendix A" and made part of this Agreement.

**Section 2.1** Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than one week following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union, each week, a record of the employee from whose earnings deductions have been made.

**Section 2.2** The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, or upon the employee's transfer to a job not covered by this agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired with seniority rights during the life of the contract then in existence.

**Section 2.3** All employees in the Collective Bargaining Unit shall, within thirty (30) days from the date of this Agreement, or from the date of their employment by the Town, become and

remain members of the Union in good standing ~~or pay to the Union a service fee~~, in accordance with the Constitution and by-laws of the Union, during the term of this Agreement or extension thereof, as a condition of employment. ~~No employee shall be required to become a member of the Union or pay a service fee sooner than thirty (30) days from the date of hire and the Union further agrees that no attempt will be made by the Union prior to the expiration of the thirty (30) day period to compel employees to become members of the Union or pay a service fee.~~

**Section 2.4** The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that, during the life of this Agreement, it will not authorize, sanction or condone any strike, slowdown or interruption of work.

**Section 2.5** At least one bulletin board shall be reserved at an accessible place in each division for the exclusive use of the Union for the posting of official Union notices or announcements.

**Section 2.6** The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of the Article, or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earning of such employee or employees.

### **Section 2.7**

- a. Reasonable work rules may be established provided, however:
  1. That no such rules shall override or contradict any Article, Section or Provision of this Agreement.
  2. That the Union shall be notified in writing, promptly when such rules or any changes are proposed.
  3. That the Union may present its position on such rules, or any changes, at a meeting with the Human Resources Director.
  4. When such rules, or any changes, are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive working days before becoming effective.
- b. For the purpose of this Agreement, the term "reasonable work rules" will mean the employees' conduct and the manner of performance on the job.
- c. The Town will provide each employee with a copy of this Agreement and a copy of all reasonable work rules, within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement and a copy of the work rules at the time of hire.

## **ARTICLE III - SENIORITY**

**Section 3.0** The Town shall prepare a list of full-time employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.

In the event that two or more employees have the same date of hire, the tie breaker for determining which employee has greater seniority shall be a coin toss.

**Section 3.1** ~~Employees shall serve a probationary period of one hundred and twenty (120) work days, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.~~

Employees ~~hired after the signing of this Agreement~~ shall serve a probationary period of one (1) year from the date of their hire, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.

### **Section 3.2**

- a. All vacancies and new positions shall be posted for a period of five (5) days on bulletin boards to be provided for such purpose, prior to any action taken by the Town to fill such vacancies or new positions. If the senior employee successfully bids for the vacancy or new position, the five (5) days shall be waived. Employees will not be permitted a lateral or demotional transfer outside of their division more than once in a six-month period. Employees wishing to be considered for assignment to such vacancies or new positions may submit their request in writing to the supervisor, Human Resources or through any Union officer or steward.
- b. Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

### **Section 3.3**

- a. When a vacancy exists, or a new position is created, the senior employee within the division in which the vacancy or new position exists shall be given the opportunity to fill such vacancy or new position if he has the ability to perform the work. The senior employee shall be deemed to be qualified to perform the work if he ~~has, within the last two years, been temporarily promoted into the same position for a period of at least thirty days. The senior employee may be deemed qualified for the position if he has previously been trained by the Town to perform the work required in same and~~ is certified as qualified for the position by the Director of his department. In judging the candidate's qualification, the Director may consider the employees performance.
  1. If the senior employee has in the past refused a temporary promotion to the position or training for the position, he may request, and the Town may at its discretion, administer to him a pass/fail practical test to determine whether or not he has the ability to perform the work. If the test is administered, and is failed by the employee, the vacancy or new position shall be filled by the next senior employee who has the ability to perform the work.

2. If a promoted employee proves to be unable to perform the work, within ~~thirty (30)~~ **45 working** days, the employee shall be returned to a position in the former classification and shift in the division from which the employee came. This shall not have any effect on any future promotions to other positions, or to the same position, if the employee can provide evidence that he/she has undertaken the training necessary to qualify for the position. **Any accrued days taken during the probationary period will extend said employee's probationary period by a number of days equal to the accrued time taken.**
  3. Senior employees will be given the first opportunity to train for higher classifications. If an employee refuses the opportunity to gain experience for work in a higher classification, it will then be necessary for the employee to be qualified to perform the work of the higher classification at the time of bidding; as provided for above.
- b. If none of the employees in the division qualify to fill the new position or vacancy, such position or vacancy may be filled by the most senior, qualified employee from any other division in the bargaining unit if he has the ability to perform the work. ~~The senior employee shall be deemed to be qualified to perform the work if he has, within the last two years, been temporarily promoted into the same position for a period of at least thirty days. The senior employee may be deemed qualified for the position if he has previously been trained by the Town to perform the work required in same and is certified as qualified for the position by the Director of his department. In judging the candidate's qualification, the Director may consider the employee's performance. If the senior employee refuses the position or vacancy, it shall be offered to the employee who stands next to the most senior employee on the seniority list and is qualified for the vacancy or position.~~ For the purposes of this section, as well as section 3.4(A) below, the Parks Department shall be considered as a division.
  - c. The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. All such appointments shall be made not later than seven (7) working days after the posting period.
  - d. Should a permanent full-time employee become unable to perform the work for which the employee was hired, such employee shall be eligible to apply for other Town employment for which he is qualified and for which a vacancy exists, for a period of two years from his termination date.

**Section 3.4** Layoffs shall take effect as follows:

- a. Part-time employees of Local #1174,
- b. Employees working twenty (20) hours a week,
- c. Probationary employees,
- d. Full-time employees with the least seniority in the bargaining unit first, within the classification. A laid-off employee shall have bumping rights laterally or downward within the bargaining unit based on his seniority and his ability to perform the job within thirty (30) days of the bumping.

**Section 3.5** To relieve excesses of help in any department or division wherein a layoff might be required, The Town shall have the right to transfer the least senior employee, after layoffs have been made, to a position in another department or division wherein the employee's services can be utilized.

- a. In no instance where such transfers are made shall the employee be transferred to a position in a higher classification grade.
- b. In those instances where such transfers resulted in demotion to the employee, before new employees are hired in his/her former department or division, such demoted employee will be transferred back to his/her former job and rate provided such position is vacant and funded.

**Section 3.6** Temporary layoffs due to breakdown of equipment, shortage of supplies, or causes of similar nature, not to exceed seven (7) working days may be made by the Town irrespective of Section 3.4.

- a. An employee shall not be temporarily laid off more than once in any calendar year until all other employees in the same position classification in the department or division affected shall have been temporarily laid off once.
- b. If there is a series of such temporary layoffs, the Town will make an equal distribution of such lost time during the calendar year.

**Section 3.7** Laid-off employees with the most seniority, in the reverse order provided in Section 3.4 of the Article, shall be rehired first and no new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

**Section 3.8** Part-time employees are those employees who are not on the list furnished to the Union under Section 3.0 of this Article.

**Section 3.9** Shift preference will be granted on the basis of department or division seniority within the classification as openings occur. Before vacancies are filled, employees in the classification will be given shift preference, as provided in this section.

**Section 3.10** An employee shall lose seniority rights under any of the following circumstances:

- a. If the employee resigns
- b. If the employee is discharged for just cause
- c. If the employee has been laid off for lack of work and such layoff continues for more than two (2) years
- d. If the employee fails to report to work within ten (10) working days after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his/her desire to return within five (5) days.

- e. If an employee accepts a position with the Town, not within the jurisdiction of this bargaining unit and later returns to a bargaining unit position; provided, however, there will be no loss of seniority if the employee returns to a bargaining unit position within one (1) year from date of leaving. The provisions of this sub-section will be effective from the date of this Agreement forward.

**Section 3.11** For all purposes, except layoff, the seniority rights of the Union President, vice-president, Secretary, Treasurer, Executive Committee, and the present number of Stewards, shall be exactly the same as the seniority rights of all other employees, except that in the case of a layoff, the above-named Union Officials will have superseniority during their term of office.

#### ARTICLE IV - HOURS OF WORK, OVERTIME AND HOLIDAY PAY

**Section 4.0** The regular hours of employment shall be forty (40) hours per week divided equally over five (5) working days of eight (8) hours each, excluding thirty (30) minutes for an unpaid lunch or supper each day Monday through Friday. The shift schedules will be as follows:

- a. Regular Hours:

<b>1st Shift:</b>	7:00 AM to 3:30 PM
<b>2nd Shift:</b>	3:00 PM to 11:30 PM
<b>3rd Shift</b>	11:00 PM to 7:30 AM

- b. Optional Summer Hours: Summer hours (as defined from the second Monday in May to the day after Labor Day) for the following classifications shall be:

Park Maintenance Department:      6:00 AM to 2:30 PM

- c. Sanitation Collection. Sanitation Collectors will be relieved from duty and will receive credit for completing their day's work if all routes are completed and all trucks are fueled and cleaned for the day before 3:30 PM. The bulk driver is excluded from this incentive program.

Effective July 1, 2018, Sanitation Collectors shall work under the above listed "incentive program," except that the 5<sup>th</sup> day shall be a full day.

**Section 4.1** Time and one-half shall be paid for:

- a. All work performed in excess of eight (8) hours in any one day and forty (40) hours in one (1) week.
- b. All work performed on Saturday.
- c. Sanitation Collectors working on Saturday shall be compensated for an eight (8) hour day.



- d. All work performed by bargaining unit employees who continue to remain on duty whenever Town Hall offices (excluding the Board of Education) are closed due to weather conditions or Town Hall ceases operations.

**Section 4.2** Double time shall be paid for:

- a. All work performed on Sunday.
- b. All work performed on holidays. ~~Employees who may be required to work overtime more than two (2) hours beyond the end of their regular shift will be permitted a one-half (1/2) hour lunch period.~~
- c. **Double time will be paid for any hours worked over sixty (60) hours in a workweek.**

**Section 4.3** A record of all overtime shall be posted monthly on Union bulletin boards. The Union will be given a list of all overtime hours and hourly rate paid to each employee annually.

- a. Full-time employees shall be given preference on all overtime assignments.
- b. All overtime work will be charged and shall be divided equally among employees within classifications within the department or division. The first opportunity to work overtime shall be offered to said employee with the lowest amount of overtime.

If additional help is needed for overtime work, other employees within the department will be utilized. If further additional help is needed for overtime work, employees within the classification in other departments will be utilized.

For the purpose of winter overtime assignments, once the Highway Services Division has assigned all available division employees and additional help is needed, assignments shall be made from other divisions and departments. Any overtime work required at the Golf Course shall be divided equally among the Golf Maintainers and Golf Mechanic.

- c. If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, the employee will be charged with the scheduled overtime as if the employee had worked. Said hours charged will be the hours an employee was or should have been paid. Once the Highway Services Division has utilized all available employees on the winter overtime list, the Town can utilize on a rotating basis available employees on the volunteer lists within the other divisions and departments in a fair manner.
- d. Overtime opportunities shall be offered to the employee(s) with the lowest amount of charged overtime within classification. Said overtime shall be offered in the order in which it becomes available. **If the Town has knowledge of an overtime opportunity, it will offer said opportunity to the employees at least 24 hours prior to the start of the overtime opportunity. However, if an overtime opportunity arises less than 24 hours prior to the start of said overtime opportunity, the Town will offer the opportunity to the employees as soon as reasonably feasible.**

For purposes of scheduling, overtime equalization shall take place on a ~~monthly~~ **regular** basis, and shall be verified **with the current tallies being posted regularly, but no less**

~~than a weekly basis and posted monthly,~~ except that scheduled weekend overtime shall remain unchanged once said overtime is scheduled. The parties recognize that from time-to-time circumstances may arise that prevent the Town from performing equalization on a ~~monthly~~ regular basis.

For purposes of compensating employee disparities in overtime, if any, overtime equalization within classification, shall be equalized within twenty 20 hours ~~during a~~ at the end of the fiscal year.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, if employees are out sick. If an employee is out sick on a Friday, the Town may, in its sole discretion, still consider the employee for Saturday overtime. However, if the employee is out sick on a Friday, he or she shall still be considered eligible for overtime on Sunday.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, while employees are on vacation, unless employees state in writing, on their initial vacation request form, that they want to be contacted for overtime opportunities.

Employees may volunteer for overtime outside of their department only after they have volunteered within their department.

- e. All employees will be given three (3) hours notice, prior to the completion of their regular work day, when overtime work is to be performed to extend the regular work day. If such notice is not given, there will be no charge as provided for in Section c above.
- f. Whenever acts-of-nature makes it necessary, employees shall be required to work overtime. ~~Volunteer overtime lists shall be developed for the six month periods beginning November 1 and April 1 of each year. The lists shall be for the purpose of overtime assignments when extreme weather conditions necessitate, and such lists shall be the first source of manpower used by the Town.~~

For employees hired prior to December 12, 2017 only: an employee ~~who volunteers to be placed on the list, and~~ who is ~~personally contacted~~ notified regarding an “Acts of Nature” overtime assignment shall be allowed three (3) refusals during the November 1 to April 15 period. Any refusal by the employee over three (3) during the above cited period shall may result in discipline ~~the employee’s name being removed from the list for the balance of the period.~~

For employees hired after December 12, 2017 only: All employees will be placed on a mandatory “Acts of Nature” overtime list. If such an employee fails to respond/refuses overtime when notified regarding a mandatory “weather condition” overtime assignment, said employee may face discipline.

#### Section 4.4

a.

~~When an employee is called in for work for sanding and plowing operations outside the employee's regularly scheduled working hours, the employee shall be paid for the actual time worked at the applicable overtime rate.~~

~~If the employee is called within four (4) hours of the start of his regularly scheduled shift, the employee shall receive clock time only at the applicable overtime rate.~~

- i. Scheduling for overtime will be done between the hours of 7:00 a.m. and 3:10 p.m. on regular workdays, excluding weekends and holidays unless twenty-four hours' notice is provided and will be categorized as "planned overtime". Planned overtime will be paid at the applicable overtime rate. Any assigning of overtime outside of these hours and with less than twenty-four (24) hours' notice shall be considered "unplanned overtime" and shall be governed by paragraph ii below.
- ii. If the employee is called in after the end of the shift and prior to ~~3:00~~ 6:00 a.m. of the next workday (unplanned overtime), he shall receive a minimum of four (4) hours of pay at the applicable overtime rate. The employee will receive an additional one-half hour of overtime pay if he arrives at work within ~~one hour~~ forty-five (45) minutes of the call-in. There will be no call-in pay for planned overtime.

~~This provision shall not apply to the employee(s) designated to handle special assignments. The employee(s) shall be specifically designated as such and will be paid for actual hours worked at the applicable overtime rate, except that such employee(s) shall receive not less than nine (9) hours pay per week for such work and/or stand by service. All employees shall be eligible for the 24 hour call assignment, provided they meet the following requirements:~~

~~1. Employees must possess a valid CDL license.~~

~~2. Employees shall live within five (5) miles of the Town's borders.~~

~~Employees must enroll during the sign up period between June 1st and June 30th of any given year.~~

~~Employees must agree that the 24 hour call assignment will be on a rotational basis among the interested parties.~~

~~Employees who can't complete some or all of their call assignment shall forfeit their lost time to the next eligible employee on the list. Any substitution(s) carried out by the next eligible employee shall not impact his/her original position in the rotation.~~

b. Twenty-four (24) Hour On-Call Assignment

- i. The primary 24-hour on-call divisions within the Public Works Department are Highway and Parks Maintenance divisions. Highway overtime under this section shall occur throughout the year. Parks overtime under this section shall occur "Seasonally" each year and shall be defined as when the Park's water is turned on and later turned off for the season, most usually April 1 through October 31.

- ii. All employees within the Public Works Department shall be considered eligible for this work, subject to the paragraph iv below. This work shall rotate weekly within each division. Rotation of offering shall be alphabetical. Divisions shall maintain a record of employees' rotation. The employees designated for twenty-four (24) hour call-in, weekly assignment will be paid for actual hours worked at the applicable overtime rate, except that such employee(s) shall receive not less than nine (9) hours overtime pay per week for such work and/or stand-by service.
- iii. Should no employee within an affected division agree to this weekly work, the assignment may then be offered to employees in other divisions (Sanitation and Fleet.)
- iv. Should work under this section need to be offered to employees outside of the intended division, each division shall maintain its own twenty-four (24) hour on call duty list. These outside-of-division rotation lists shall be alphabetical and include department employees from all other divisions
- v. All overtime worked or refused under this section within a particular division will be charged. For purposes of twenty-four (24) hour call-in only, any overtime worked or refused outside of the employee's assigned division will not be charged.
- vi. To be considered eligible for the work intended under this section, an employee must:
  - a. Possess a CDL license
  - b. Be responsive within one (1) hour
  - c. Have no medical work restrictions
  - d. Monitor town issued communication device
- vii. Employees working under this section are expected to report daily on activities or incidents, according to department procedure
- viii. Employees who can't complete all of their work assignment under this section shall forfeit their lost time to the next eligible employee in the rotation. Any substitutions carried out by the next available employee shall not impact his/her position in the rotation.
- c. The Town shall provide and pay the costs of beepers utilized by employees on special assignments as described herein. Park Maintenance employees who are on 24-hour call shall respond to all emergencies. Emergencies may include, but are not limited to, answering a call because another employee who was scheduled for work failed to show or open a facility at the designated time. An employee on 24-hour call will take an updated schedule of all facilities home to verify upcoming events should he receive a call from the Police Department or any other Town Department.

**Section 4.5** Any employee reporting for work, who has been working on the previous day and has not been notified that there will be no work, shall receive four (4) hours pay at his regular base hourly rate of pay. The posting of a notice on the bulletin boards two (2) hours before the completion of the shift of the affected employee shall be sufficient and proper notice. This provision shall not apply in case of any condition beyond the control of the Town.

**Section 4.6**

- a. Employees may be temporarily assigned, within classification and by seniority, to perform work in other departments or divisions, except in the Waste Services Division. Such employees shall work the same work schedules as others regularly performing such work. The Director retains the exclusive right to determine the division or department from which the temporarily assigned employee is chosen.
- b. When temporary assignments are needed in the Waste Services Division, the Town will first seek volunteers for such assignments. If additional help is needed, the least senior Public Works Department employee who is physically capable of performing such work shall be assigned. Such temporary assignments or transfers shall not be used as a means of imposing disciplinary action.

**Section 4.7** All bargaining unit work will be done by bargaining unit employees, unless there are no bargaining unit employees available, except in emergencies or to demonstrate proper techniques or operation.

**Section 4.8** During the period of December 20 to April 1, employees on job site assignments shall be allowed to return to department/division facilities for their lunch period.

**Section 4.9** **Employees shall have the option of choosing compensatory time off, in lieu of overtime, at the applicable rate (one and one-half (1 1/2) hours or two (2) hours for all overtime hours worked.) Such compensatory time may be accrued up to forty (40) hours per year. Employees may never bank more than forty (40) hours per year and may never earn or use more than forty (40) hours per year. Approval of comp-time shall be consistent with the approval of vacation time.**

**Section 4.10** **Employees who accept any overtime assignment with twenty-four (24) hours' notice but then decline said overtime assignment, or fail to show up for said assignment, may be subject to discipline.**

**ARTICLE V - HOLIDAYS**

**Section 5.0**

- a. The following holidays shall be observed as days off with full pay:

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

- b. Any unanticipated holiday or day of mourning declared by the Mayor, Governor, the President of the United States and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit. Employees in the Sanitation Division will be granted

this day off, in accordance with their respective seniority, from a posted list of available days.

### **Section 5.1**

- a. Holidays falling on Saturday shall be celebrated on the preceding day.
- b. Holidays falling on a Sunday shall be celebrated on Monday.

**Section 5.2** When a holiday occurs on a day in which an employee is on vacation, the employee shall be granted an additional vacation day.

## **ARTICLE VI - VACATIONS**

**Section 6.0** All employees covered by this Agreement shall earn vacation at the current base rate of pay as follows:

- a. One week for six (6) months but less than one (1) year of service.
- b. Two weeks for one (1) year but less than five (5) years of service.
- c. Three weeks for five (5) years of service.
- d. Four weeks for ten (10) or more years of service.
- e. One (1) additional day of vacation after completing fifteen (15) full years of service for a total maximum of five (5) weeks for twenty (20) years or more of service.
- f. The employee's anniversary date will be used to determine the amount of vacation time due. Vacation earned will be credited and useable upon an employee's anniversary date. Any use of vacation time in advance of the anniversary must be specifically approved at least one week in advance by the Supervisor, and is limited to vacation earned Pro rata.

**Section 6.1** The scheduling of vacation periods will be made by the Town, in accordance with the provisions of Sections 6.2 and 6.3, no later than April 15th of the vacation year. The use of individual vacation days will require that a request be made of the Supervisor at least twenty-four (24) hours in advance, under normal circumstances. A quarter-day or half-day vacation can be used during any two (2) or four (4) hour increments during the work day.

**Section 6.2** Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee except that it may be deferred by the supervisor so as not to conflict with the emergency or peak workloads of the department or division.

**Section 6.3** Whenever there shall be a conflict in requested dates; preference will be given to employee according to Town seniority.

**Section 6.4** When an employee has exhausted his /her sick leave, the employee must elect to use any other accumulated time unless the employee has requested and received a leave of absence as prescribed in Section 7.7A. Requests for such leave shall not be unreasonably withheld, giving due consideration to the employee's employment history with the Town and the reason for the requested leave.

**Section 6.5** When an employee is separated from Town service, the employee shall be paid his/her pro rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to his/her dependent survivor, or his/her estate, if there is no dependent survivor.

**Section 6.6** It is agreed that the employees may accumulate one-half (1/2) of their annual earned vacation to a maximum of ten (10) weeks. Earned vacation leave will be credited to the employee's record on his / her anniversary date effective with calendar year 1989. No vacation beyond fifty (50) days will be paid by the Town at retirement or separation. However, only forty (40) days of the fifty (50) days shall be credited to the employee's pension calculation. No vacation leave may be used during the sixty (60) days prior to retirement without prior approval by the Town. When an employee is separated from Town service, the employee shall be paid pro rata accumulated vacation leave to a maximum of fifty (50) days.

**Section 6.7** In the event an employee is ill during his/her vacation, he/she will be credited for the number of full days the employee was ill. In order to be credited with said vacation time, upon return to work the employee must produce a certificate from a medical doctor verifying days of illness.

## **ARTICLE VII - LEAVE PROVISIONS**

**Section 7.0 Sick Leave:** All employees shall earn paid sick leave at the rate of 1 1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used to recover from personal illness or injury, or to permit the absence of the employee for a reasonable period to make arrangements to care for a member of the immediate family. Immediate family, for purposes of this section, is defined in the same manner as in Funeral Leave, Section 7.1.C of this contract.

- a. Accrual of earned sick leave credits will continue while employees are absent from work for 30 calendar days or less due to vacation, injury, or illness, or while the employee is on Workers' Compensation.
- b. Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.
- c. Sick leave will not be used or charged in increments of less than 1/4 day.
- d. 1. It is recognized that abuse and/or excessive use of sick of sick leave benefits places a hardship on the employer and employee alike, and that abuse of sick leave benefits is of mutual concern to both the Town and the Union.

2. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:
  - a) the number of days taken, together with the number of occurrences,
  - b) patterns of usage,
  - c) employee's past record,
  - d) reasons for usage,
  - e) extenuating circumstances
3. Prior to taking steps to restrict an employee's use of sick leave, the Town shall provide the employee written notice that his use of sick leave appears to be excessive. Such notice shall be considered as a warning and a copy of it shall be placed in the employee's personnel file.
4. Should the employee's sick leave usage continue to occur in a manner that is deemed to be unacceptable, in full consideration of the circumstances involved, the Town may require the employee to provide a medical certificate as shown in Appendix C for any subsequent sick leave usage. However, prior to the implementation of a required medical certificate, the Town shall notify the employee, in writing, of the medical certificate requirement, stating the effective date of such requirement.
5. A warning or medical certificate requirement shall be subject to review not later than six (6) months from the date of issuance, in accordance with the provisions of two (2) above.
6. For the purpose of preparing evaluations, the use of the number of sick time incidents shall not be the sole determining factor, and each case shall be considered on an individual basis.

~~7. Sick Leave Occasions — An occasion of sick leave is defined as any one continuous period of absence for the same reason. Sick leave occasions shall not exceed six (6) occurrences in any calendar year. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury or as a follow up to surgery, the series will be considered one occasion of absence provided that:~~

- ~~a) the employee provides a statement from the physician that the treatment program is required and indicating the expected number of visits;~~
- ~~b) advance notice of the appointments is given to the employee's supervisor.~~

~~An occasion of absence of unusual duration may subject the employee to disciplinary action.~~

7. Medical Certificates - The Town shall have the right to require a medical certificate (Appendix C) to substantiate the employee's request for sick leave for the following reasons:



- a) Any period of absence consisting of more than ~~five (5)~~ three (3) or more consecutive working days.
- b) To support a request for sick leave on the day before and day after a holiday, providing the employee has been issued a written warning in accordance with Section 7.0 D.
- c) Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required;
- d) Leave of any duration when evidence indicates that sick leave is being abused and reasonable cause may exist for requiring such a certificate.

It shall be the responsibility of the employee to notify the department or division head in advance of such absence, if possible, and in any event ~~within~~ at least thirty (30) minutes prior to ~~of~~ the start of the work day. If the employee is absent for ~~five (5) or more~~ more than three (3) working days, the employee shall provide the department or division head with a doctor's certificate on the approved form (Appendix C) or substantially equivalent information testifying to the need for absence. Whenever possible, an employee who is absent for more than five (5) working days must notify the employee's department or division head, or foreman, of his/her intention to return to work.

- e. It shall be the responsibility of each department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit and further shall submit copies of same to the Director of Human Resources who shall maintain a control file on such data.
- f. An employee with perfect attendance (i.e., no time absent due to illness, unauthorized or authorized leave of absence, disciplinary suspension or tardiness), will earn one Personal Day for each calendar quarter of perfect attendance, and an additional Personal Day for a perfect calendar year. No more than five (5) days may be accumulated.

The employee will give his/her Supervisor at least twenty-four (24) hours notice of his intention to take such leave. Any employee shall be allowed to use one (1) day from accumulated sick leave for his/her birthday during the ~~week~~ month of the birthday without affecting Personal Day accrual. Such time shall be granted upon the employee's request and shall be subject to other provisions within this section.

- g. If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of ~~one hundred thirty (130)~~ one hundred fifty (150) days.

- h. If an employee has unused sick leave at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of one hundred twenty (120) days.
- i. Any employee hired after 2/17/87 shall have a maximum accumulation of one hundred (100) days under (G) and (H) above.
- j. For the purpose of computing sick leave benefits, rehired employees will be credited with prior service, provided the employee returns within 6 months of leaving Town employment. Such credit shall be for unused sick leave only.
- k. Fathers of babies may be granted the use of three (3) days sick leave at the time of birth or adoption to adjust to new family living conditions.

**Section 7.1 Special Leave With Pay:** The following types of leave with pay may be offered:

a. Workers' Compensation:

The Town will comply with all applicable state legislation relating to Workers' Compensation.

Whenever an employee is absent because of a Town service-connected disability or illness, such absence will not be charged against his/her accrued sick leave.

Employees absent through such service-connected disability and who are eligible for Workers' Compensation payment shall receive salary continuation in an amount which together with weekly Workers' Compensation payments does not exceed his/her net regular pay (gross pay less deductions for Social Security, Income Tax, and pension contributions). Such salary continuation will apply only in the case of temporary total disability. The duration of salary continuation for work-related disability will be one year per injury, or until the employee is able to return to duty, or the employee reaches maximum medical improvement, or the employee is placed on disability retirement, whichever comes first.

During the period of salary continuation, the Town will provide the employee with his/her regular weekly paycheck. After the period of salary continuation, any Workers' Compensation payments will be made directly to the employee.

In those cases where the disabled employee may receive damages or awards through litigation or settlement against third parties, such employee will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

b. Jury Duty:

The Town will comply with State statutes regarding jury duty leave. Any employee who is required to be absent from work in order to report for jury duty on a regularly

scheduled work day will receive pay for those hours for which he/she is absent from work for this reason, at his/her regular base hourly rate less any fee or other compensation paid to him/her for performing such jury duty. A second shift employee who reports for jury duty and is excused from jury service prior to 2:00 p.m. on any regularly scheduled work day shall report for work at the beginning of his regularly scheduled shift on such day. He shall not be eligible for pay by the Town unless he so reports to work. These provisions shall not apply in case of jury duty on any day during which the employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence nor shall such provision apply to employees who have volunteered for jury duty.

c. Funeral Leave:

Three (3) consecutive working days of special leave with full pay at current base rate, shall be granted from the date of the death of a member of the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, sister, child, step-child, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law and any other relative that is domiciled in the employee's household.

Funeral leave shall not be counted against an employees earned days.

d. Military Leave:

Employees may be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:

- Military pay and wages paid by the Town together do not exceed employee's regular wages.
- Such training periods do not exceed two weeks per calendar year.

e. **Personal Days:** ~~One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Earned Days.~~

~~Effective January 1, 2018, employees shall have one (1) additional personal day annually, (which shall not be deducted from any other accrued leave, including sick leave, earned days, etc., to be taken during the calendar year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal time will not interrupt the earning of Earned Days. Use of this personal time must be taken in the calendar year and shall not be accumulated.~~

**Employees shall be granted two (2) personal days per fiscal year which can be taken in a minimum of one-quarter (1/4) day segments. Said personal days shall not roll over from one year to the next, and have no redeemable monetary value when an employee separates from employment with the town. Use of this personal time will not interrupt the earning of Earned Days.**

**Employees shall not be required to provide any additional information for personal leave.**

**f. Medical Appointment Leave**

**Employees will be allowed up to eight (8) hours of paid leave for medical appointments which shall not be deducted from their paid time accruals per calendar year.**

**Section 7.2 Family Medical Leave:** The Town will comply with the terms of the Federal Family Medical Leave Act, as amended from time to time. Summary of some of the current terms of the Act can be found in Appendix J.

**Section 7.3 Unpaid Leave of Absence:** The Human Resources Director, with the advice of the department head, may grant a non-FMLA leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave. Before an employee can request a non-FMLA leave of absence, he/she must use all accrued time available to him/her.

- a. During the period of non-FMLA leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave or vacation leave.
- b. Except as provided for in 7.3.d.2 below, an employee shall be reinstated from unpaid non-FMLA leave of absence to any position for which he/she qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.
- c. Any employee who is on an unpaid non-FMLA leave of absence shall not be paid for any holidays or sick leave during the period of absence. Any vacation time due to an employee at the time the unpaid non-FMLA leave of absence commences may be paid at that time. Authorized non-FMLA unpaid leaves of absence for one (1) month or less will not be used as a basis for reducing health insurance benefits.

The Town will not be responsible for payment of health benefits and group life insurance premiums for any employee granted a non-FMLA leave without pay in excess of one month. The employee, at his/her expense, may continue the Town's group coverage while on leave of absence by prepaying on the first day of each month the rate charged by the Town for coverage they chose while on active employee status.

- d. The Town will comply with the terms of the Veterans' Reemployment Rights Act.
  1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
  2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge

from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.

3. The Town will give credit to the employee for time spent in military service for retirement purposes.
  4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.
- e. Union officers or their designees shall be allowed the required time to attend official Union conventions and conferences up to a total maximum of twenty-two (22) man days in a two-year period. Advance written notice of at least one week for such conventions or conferences must be given to the department head.

## ARTICLE VIII - WAGES AND BENEFITS

### Section 8.0 - Wages

~~Effective and retroactive to 7/1/2017, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.~~

~~Effective 7/1/2018, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.~~

~~Effective 7/1/2019, all bargaining unit employees and positions shall receive a one percent (1%) General Wage Increase.~~

~~Effective 7/1/2020, all bargaining unit employees and positions shall receive a one percent (1%) General Wage Increase.~~

Effective and retroactive to 07.01.2021, all Bargaining Unit classifications shall receive a two percent (2.0%) wage increase.

Effective 07.01.2022, all Bargaining Unit classifications shall receive a two dollar (\$2.00) an hour wage adjustment increase. After which, all Bargaining Unit classifications shall receive a two percent (2.0%) wage increase.

Effective 07.01.2023, all Bargaining Unit classifications shall receive a one dollar (\$1.00) an hour wage adjustment increase. After which, all Bargaining Unit classifications shall receive a one and one-quarter percent (1.25%) increase.

Effective 07.01.2024, all Bargaining Unit classifications shall receive a one dollar (\$1.00) an hour wage adjustment increase. After which, all Bargaining Unit classifications shall receive a two percent (2.0%) wage increase.

Additionally, effective upon ratification and Town approval, all employees of the Bargaining Unit shall receive a one (1) time lump sum payment of three thousand dollars (\$3000.00). The employee may choose to contribute this one (1) time lump

sum payment into their HSA savings account, in which all tax implications of doing such shall apply to both the Employee and the Town.

- a. The compensation plan shall be negotiated and made a part of this Agreement and attached hereto as Appendix B.
- b. Employees who work on the second and third shifts will receive their pay on Thursday evening.

### **Section 8.1 - Differentials**

- a. Employees working on a shift other than the regular day shift shall receive a shift differential of ten (10) percent.

~~The Town agrees to pay all employees required to work on a paving operation a rate of one dollar (\$1.00) per hour added to their regular rate for the periods that they are required to work on this job.~~

**Section 8.2** Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum rate of pay, the employee shall be paid at the lowest step in the higher range which also produces an increase of at least two percent (2%).

An employee permanently promoted into a higher level job classification in accordance with Article VIII, Section 8.4 (b) of the Working Agreement between the Town of East Hartford and Local 1174, may be eligible to receive the top step of pay for the higher level position as follows;

The employee was able to demonstrate to the Public Works Director during their temporary promotion period the ability to perform all tasks, duties and responsibilities assigned within the scope of the job description for the higher level job classification permanently promoted.

**Section 8.3** Whenever an employee is permanently moved from a class of position in one grade to a different class in a grade having a lower maximum of pay, the employee shall be paid at the step in the lower range which coincides with the same step he/she received in the former.

### **Section 8.4**

- a. Senior Employees shall have the opportunity to be temporarily promoted to another class having a higher maximum rate of pay. Such promotion shall be granted only after the employee has demonstrated the ability to perform the work by having been temporarily promoted into such position for thirty (30) days in a two-year period ~~or who is the senior employee and has been trained by the Town~~ and certified as qualified by the department head for said higher position. Temporary promotions will only be made when employees in said classification are utilized in said classification.
- b. The rate of pay for such employee shall be the lowest step in the higher class that produces an increase at least two percent (2%); provided, however, that any employee

who was receiving a higher step prior to implementation of this contract shall continue to be eligible for that higher Step. An employee who has been temporarily promoted to a specific job title for a total of ~~150~~ **seventy-five (75)** hours or more, within a rolling 60 month period, shall receive the top step of pay for work in the higher class.

- c. When the employee is returned to his/her former class, the rate of pay shall be at the step the employee received in the class/position previously occupied, plus any step increases received during the interim period.
- d. When a temporary promotion is available, the senior qualified employee on the assignment site will be given the first opportunity to work in the higher class.

**Section 8.5** Employees shall be covered under the Unemployment Compensation Laws of the State.

**Section 8.6** Employees eligible for longevity payments as of January 10, 1990 shall continue to earn longevity payments on their anniversary date, in recognition of their length of service, on the following basis with payments which will be paid on the first pay period in September following their anniversary date.

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
2 to 5	\$220.00
6 to 8	\$280.00
9 to 13	\$310.00
14 to 19	\$340.00
20 or more	\$380.00

Only employees who were eligible for longevity as of January 10, 1990 shall continue to receive longevity payments in accordance with the above longevity schedule. No additional employees shall receive longevity.

Pro rata longevity payments will be granted to an employee in the event the employee voluntarily terminates his services with the Town.

### ARTICLE IX - HEALTH AND LIFE INSURANCE

**Section 9.0** The Town shall provide and pay for the following insurance benefits for all active employees and their enrolled dependents:

- a. HDHP (High Deductible Health Plan) and HSA (Health Savings Account) through the Anthem Lumenos plan, with the following deductibles (full summary listed in Appendix K);

Annual Single Deductible \$1,500  
Annual Family Deductible \$3,000

**Effective June 30, 2025, the HDHP (High Deductible Health Plan) and HSA (Health Savings Account) through the Anthem Lumenos plan deductibles shall increase to the following:**

**Annual Single Deductible \$2,000**  
**Annual Family Deductible \$4,000**

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All health insurance costs shall be covered at one-hundred percent (100%) after the applicable annual deductible is reached in the plan year except prescriptions which shall have a co-pay of \$10, \$25, and \$40.

**Out-of-Network Deductible:**

Annual Out-of-Pocket Maximum Single Deductible \$4,000  
Annual Out-of-Pocket Maximum Family Deductible \$8,000

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

Effective July 1, 2018, the Town shall contribute twenty-five percent (25%) of a participating HDHP members annual plan deductible into such employees' Health Savings Account (HSA) in a single lump-sum deposit during the first week of the plan year on a pre-tax (IRC §123) basis.

Effective July 1, 2019, the Town shall contribute twenty-five percent (25%) of a participating HDHP members annual plan deductible into such employees' Health Savings Account (HSA) in a single lump-sum deposit during the first week of the plan year on a pre-tax (IRC §123) basis.

Effective July 1, 2020, the Town will no longer contribute any portion of the annual plan deductible.

The Town shall provide an additional \$250 contribution to each employee's HSA annually upon the completion of the Health Wellness Program (HWP). Effective July 1, 2020, and thereafter, this wellness incentive will increase to \$500. Employees may also contribute to the HSA on a pre-tax basis. The Town shall also pay the initial set up fee for the HSA account.

Employees who are not eligible for an employer funded HSA, shall be provided insurance coverage through the PPO plan, as outlined below, at the same co-share rate of the HDHP.

**PPO**

The Town shall provide a PPO with the following co-payments;

*PPO open access plan*

Office visit preventative \$0



Office visit	\$20
Specialist	\$25
Urgent Care	\$50
Emergency	\$100 (waived if admitted)
Outpatient Surgery	\$150
Inpatient	\$250

Prescriptions - Retail up to 34 days, Tier I (generic), \$10 copayment; Tier II (listed brand), \$20 copayment; Tier III (non-listed brand), \$30 copayment and;

Mail Order up to 100 days equal to two times co-pay: Tier I (generic), \$20 copayment; Tier II (listed brand), \$40 copayment; Tier III (non-listed brand), \$60 copayment. The annual prescription cap of \$5,000 per person remains.

- b. Full Service Prescription Drug coverage, as described in Appendix D and Appendix K, as applicable.
  - c. Triple Option Dental Plan, as described in Appendix E.
  - d. Vision Care Endorsement for employee and spouse, as described in Appendix D.
  - e. The Town shall provide and pay for a ~~Forty~~ Fifty Thousand Dollar ~~(\$40,000)~~ (\$50,000) Life Insurance policy, for each employee, with Accidental Death and Dismemberment coverage in the principal sum and including ~~Eighty~~ One Hundred Thousand Dollar ~~(\$80,000)~~ (\$100,000) coverage in the event of accidental death. A Five Thousand Dollar (\$5,000) Life Insurance policy will be provided for each retiree.
  - f. All members of the bargaining unit who elect coverage under Sections a), b), and d) above (health, prescription drug, vision) will contribute toward the cost of such insurance.
  - ~~g. Effective 7/1/2017: Bargaining unit members shall be required to contribute 16.75% of the cost (based on the premium equivalency rate) of his or her insurance coverage.~~
  - ~~h.—~~
  - ~~i. Effective 10/26/2017, bargaining unit members shall be required to contribute 16.75% of the cost (based on the allocated rate) of his or her insurance coverage.~~
  - ~~j.—~~
  - ~~k. Effective January 1, 2018, bargaining unit members shall be required to contribute 14% of the cost of his or her insurance coverage.~~
  - ~~l.—~~
  - ~~m. Effective July 1, 2018, bargaining unit members shall be required to contribute 12% of the cost of his or her insurance coverage.~~
  - ~~n.—~~
  - ~~o. Effective July 1, 2019, bargaining unit members shall be required to contribute 11% of the cost of his or her insurance coverage.~~
- ~~Effective July 1, 2020, bargaining unit members shall be required to contribute 10% of the cost of his or her insurance coverage.~~

Effective 10/26/2017 and thereafter, bargaining unit members' contribution rates as listed above, shall be based on the allocated rate of his or her insurance coverage.

- g. Co-Pay/Premium Share: Deductions shall be made on a pre-tax basis (i.e. section 125), through payroll deductions for the duration of the contract. Alternatively, employees may opt out of the Town sponsored health insurance coverage and receive a 25% rate of return of what the Town saves. This premium share shall be applicable to all individuals receiving health insurance coverage with the exception of those individuals who have retired prior to the effective date of this signed contract.

**Section 9.1** The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits. However, covered services shall not be reduced by any such change, and there shall be no loss of coverage due to pre-existing conditions. Any substitute plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

**Section 9.2** The Town shall provide and pay for the insurance benefits listed in section 9.0 a. and b. for all employees upon retirement.

- a. For retired employees age 65 and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- b. The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. and for the retired employee's spouse, under the following conditions:
  - i. This coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of an employee who retired prior to that date.
  - ii. The retired employee must attain age sixty (60) before his/her spouse will be eligible for this coverage.
  - iii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
  - iv. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her spouse at the time of their retirement. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from their pension check.
  - v. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from the employee's pension check, commencing with his 60<sup>th</sup> birthday, all coverage to the spouse shall cease and shall not be reinstated.

- vi. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for the Parts A and B Supplemental coverage.
- vii. For the purposes of this section, "retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan.
- viii. Employees who retire after August 7<sup>th</sup>, 2014, shall be provided the following insurance coverage for the retiree (and eligible spouse) insurance outlined in this Article Section;

PPO

The Town shall provide a PPO with the following co-payments;

<i>PPO open access plan</i>	
Office visit preventative	\$0
Office visit	\$20
Specialist	\$25
Urgent Care	\$50
Emergency	\$100 (waived if admitted)
Outpatient Surgery	\$150
Inpatient	\$250

Prescriptions - Retail up to 34 days, Tier I (generic), \$10 co-payment; Tier II (listed brand), \$20 copayment; Tier III (non-listed brand), \$30 co-payment and;

Mail Order up to 100 days equal to two times co-pay: Tier I (generic), \$20 co-payment; Tier II (listed brand), \$40 co-payment; Tier III (non-listed brand), \$60 co-payment. The annual prescription cap of \$5,000 per person remains.

- ix. Effective July 1, 2015, Employees hired before 2006 shall contribute one percent (1%) of their specific base pay annually, towards retiree health insurance. Said payment shall not be subjected to State/Federal taxes.

**ARTICLE X - SAFETY AND HEALTH**

**Section 10.0** A joint safety committee shall be formed by the Town and the Union and said committee, which shall consist of not more than four (4) representing the Union and four (4) representing the Town, with no two representatives of either party from the same division. The committee shall meet not less than once every other month, or at the request of the majority of the members, to review and recommend safety and health conditions. The duties of the Committee shall include addressing complaints of alleged unsafe vehicles and unsafe working conditions.

## Section 10.1

- a. The Town shall provide foul weather gear, i.e., raincoats, rain hats, boots, gloves, etc. and for their care as necessary. Once issued the employees must return his/her old issued gear to obtain any new gear.
- b. The uniform of the day shall be determined by the Department Head. Employees are required to wear uniforms while on duty. The Town shall provide for the care of the uniform as necessary.
- c. The uniform may consist of the following:
  - Dark Blue Jacket
  - Colored shirt (must meet OSHA Specifications, otherwise, color vest will be warned)
  - Dark Blue Trousers
  - Dark Blue Shorts
  - T-shirt or other equivalent as determined by Department Head. (A total of five (5) t-shirts will be provided to each employee. Employees will assume the responsibility and care for T-shirts).
  - In lieu of the 5 t-shirts provided above, the Department Head shall offer two sweatshirts (hooded and/or non-hooded) and three (3) t-shirts.

All styles and types of uniforms shall be determined by Department Head. All employees will wear the issued uniform of the day.

## Section 10.2

- a. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations and/or equipment.
- ~~p. The Town will provide one (1) pair of safety shoes at least ankle high and steel toed per year in an amount not to exceed \$150 annually and employees will wear the safety shoes provided as a condition of employment.~~
- ~~q.—~~
- ~~r. Effective July 1, 2018, the above listed “safety shoe stipend” shall be increased to \$175 annually.~~
- ~~s.—~~
- ~~t. An employee who provides medical documentation that he is unable to wear safety shoes, shall be provided a suitable pair of work shoes by the Town not to exceed the cost stated above. If a medical problem arises, then an acceptable alternative will be required at the employee’s expense if their work shoe allowance has been used for the fiscal year.~~
- b. The Town shall provide an adequate supply of uniforms and perform all necessary maintenance on said uniforms. Additionally, effective July 1, 2021 the Town shall provide \$300 payment to each employee for the purchase of safety shoes. All employees shall wear safety shoes at all times. Uniforms, excluding shoes, will be turned in when leaving Town employment.

- c. Such clothing and equipment except for safety shoes shall remain the property of the Town, and shall be returned to the Town by the employee upon separation from the bargaining unit.

**Section 10.3** A coffee break of fifteen (15) minutes in the first half of the shift and another in the second half of the shift will be permitted. Such coffee break will take place at the work site to which employee is then assigned.

**Section 10.4** All employees shall be required to abide by all O.S.H.A. regulations. After the Town has provided the employees with safety equipment, the employee will be responsible for the replacement of this equipment if lost or stolen due to the employee's negligence. Foul weather gear that is ripped or worn out must be returned to the Town prior to receiving new foul weather gear.

**Section 10.5** Waste Services drivers and laborers will be required to attend at least one eight - hour safety seminar per year.

**Section 10.6 Employees who may be required to work overtime more than two (2) hours beyond the end of their regular shift will be permitted a one-half (1/2) hour paid meal period.**

## **ARTICLE XI - DISCIPLINARY ACTION**

### **Section 11.0**

- a. Disciplinary action shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

Infractions, coaching and counseling shall not be considered discipline by the Town of East Hartford or the Union, unless it is sent to, or placed in, the employee's official personnel file.

- b. The following are types of disciplinary action that may be invoked against members of the Union. They may be independently invoked.
  1. Verbal Reprimand (Documented);
  2. Written Reprimand;
  3. Suspension for a period not to exceed five (5) days;
  4. Dismissal/Discharge.
- c. All disciplinary actions may be processed as grievances under Article XIII.
- d. Just cause shall include, but shall not be limited to, loss of any license that is necessary to meet the qualifications of the position held by the bargaining unit employee.

However, in the event that such a necessary license is suspended for a period up to one year, the Town may choose to:

- 1) Suspend such employee during the period of license suspension, without pay or benefits; or
- 2) Terminate the employment of such employee.

If, however, a vacancy exists in a lower bargaining unit classification than the position held by the employee whose license was suspended, or if a qualified bargaining unit member in a lower classification is willing to exchange positions with the employee whose license is under suspension, the most senior qualified applicant in a lower classification and the employee whose license is under suspension shall be permitted to exchange jobs (and pay rates) during the period of license suspension. The Town reserves the right to test the applicant for the promotional position for appropriate qualifications prior to permitting any such exchange pursuant to this section.

**Section 11.1** At the time of any discipline, the employee and the President of the Union shall be furnished, in writing, a statement of the reason for such action, and the appeals procedure available under Article XIII. Any suspensions shall include the period of time such suspension shall be effective.

**Section 11.2** Any employee disciplinary action that may be taken by the Town shall be available for use in any subsequent disciplinary proceeding involving the same employee. However, if for a period of twenty-four (24) continuous months no incident occurs for which written disciplinary action or reprimand has been issued, no such disciplinary action or reprimand preceding such twenty-four (24) month period of good behavior shall be used in support of any subsequent disciplinary proceeding.

## **ARTICLE XII - SAVING CLAUSE**

**Section 12.0** If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that they would have severally approved of the adopted provisions contained separately herein, and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause, or phrase.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

**Section 13.0** A grievance is a dispute or difference of opinion raised by an employee or by the Union, covered by this Agreement against the Town, involving the meaning, interpretation or application of the express provisions of the Agreement or the existing work rules. A grievance shall be processed in the following manner, at the request of either party:

**Step 1.** Between the Union Steward, the aggrieved party and the immediate Supervisor. The immediate Supervisor shall adjust the grievance at once, or notify the Union Steward of his/her decision within two (2) working days from the day the grievance was presented.

A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the Supervisor and is not satisfactorily settled, it must be reduced to writing, there must be set forth in the spaces provided all of the following:

- a. a statement of the grievance and the facts involved,
- b. the remedy requested and,
- c. the violation, if any, of the Agreement which is claimed.

**Step 2.** If the grievance is not settled in Step 1, within the required time, the aggrieved party, the Steward, and one (1) member of the Executive Committee, may take the grievance up with the Director of the department involved. Such appeal action from the first step of this procedure must take place within ten (10) working days of the date on which the first step disposition was rendered. The Director of the Department involved will confer with the aggrieved party and his/her representatives within five (5) days of receipt of the appeal action. The Director of the department involved and the Union may include in the conference any other individual concerned and the Director of the department involved shall give a disposition, in writing, no later than five (5) days of such conference.

**Step 3.** If the decision of the Director of the department involved in Step 2 is not satisfactory, the Union may take the appeal, within ten (10) working days of such decision to the Human Resources Director. The Step 3 hearing will take place within a reasonable number of working days. The aggrieved party may be represented at this step of the grievance procedure by the Steward, two (2) members of the Executive Committee, and one (1) other individual of the Union's own choosing. The Human Resources Director and the Union may include in the conference any individual(s) concerned and the Human Resources Director will give an answer, in writing to the appealing employee within five (5) working days. Such written disposition will be rendered on the forms provided. Employees appealing decisions regarding promotion, demotion, suspension, or discharge may submit such grievance directly to this Step of the grievance procedure, without the necessity of complying with procedures set forth in Steps 1 and 2.

**Step 4.** If the grievance is not satisfactorily settled at Step 3, either party may submit the dispute, within thirty (30) days of receiving such disposition, to the Connecticut State Board of Mediation and Arbitration. Upon mutual agreement, both parties may agree to mediation. Alternatively, either party may petition the Board to arbitrate the issue. The decision of the arbitrators shall be final and binding on both parties.

**Section 13.1** Officers and/or Stewards, not to exceed three (3) members of the Union as shall be designated by the Union for the purpose of contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business. Officers and/or Stewards, not to exceed two (2) members of the Union, as shall be designated by the Union for

the purpose of adjusting grievances, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

**Section 13.2** The Union shall furnish the Town with a list of its Officers, Executive Committee Members, and Stewards, and shall, as soon as possible, notify the Town, in writing, of any changes therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No officer, Executive Committee Member or Steward shall be recognized by the Town until such written notification of his/her appointment shall be received by the Town from the duly authorized officer of the Union.

**Section 13.3** In addition to those specified, the Union or the Town may, at Steps 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall advise the other a reasonable period in advance of such hearing. Employee grievances must be indicated no later than thirty (30) days following the date of the incident giving rise to the alleged grievance, however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

#### **ARTICLE XIV - GENERAL PROVISIONS**

**Section 14.0** No less than four (4) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.

Effective July 1, 2018, no less than three (3) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.

**Section 14.1** Whenever a job description in this bargaining unit calls for a Connecticut Motor Vehicle License, Class I or Class II, it shall be understood to mean in all cases a State of Connecticut Commercial Driver's License with proper endorsements as required by State and Federal Laws.

#### **ARTICLE XV - MANAGEMENT RIGHTS**

~~Section 15.0 The Town retains all rights, powers and authority granted to it by its Charter and the laws of the State of Connecticut except those rights, powers and authority which are specifically relinquished or limited by the provisions of this contract.~~

**Section 15.0 Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not shall remain solely and exclusively vested by the Town. More specifically, the Town shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, including but not limited to the following:**

- a) **To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;**
- b) **To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices or procedures;**



- c) To maintain the efficiency of governmental operations and services and to set the standards of services to be offered by Town Employees;
- d) To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- e) To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;
- f) To employ, direct, schedule, assign, appoint, discipline, transfer, promote or demote employees, lay off, terminate, or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town;
- g) To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;
- h) To determine the content of Job descriptions and/or classifications and to revise same as deemed necessary and to ensure that incidental duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees;
- i) To fulfill all of the Town's legal responsibilities;
- j) To determine work schedules of employees.

**ARTICLE XVI - DURATION**

**Section 16.0** This Agreement will be effective retroactive to the first day of July, ~~2017~~ and shall remain in full force and effect until the 30<sup>th</sup> day of June, ~~2021~~ and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement, by giving to the other party not less than one hundred and twenty (120) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties hereto have set their names this \_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~.

FOR THE TOWN OF EAST HARTFORD

FOR LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO

By: \_\_\_\_\_  
~~Mayor Marcia A. Leclere~~

By: \_\_\_\_\_  
~~Marek Morawski, Local 1174 President~~

\_\_\_\_\_  
~~Santiago Malave, Director of Human Resources~~

\_\_\_\_\_  
~~Al Cameron, Local 1174~~

\_\_\_\_\_  
Edward F. O'Donnell, Jr.

\_\_\_\_\_  
Brad Fox, Local 1174

\_\_\_\_\_  
~~Timothy Bockus, Director of Public Works~~

\_\_\_\_\_  
J. Wells, Staff Representative

\_\_\_\_\_  
Sandra L. Franklin, Benefits Administrator

IN WITNESS WHEREOF, the parties hereto have set their names this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE TOWN OF EAST HARTFORD**

**FOR LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO**

By: \_\_\_\_\_  
Mayor Michael Walsh

By: \_\_\_\_\_  
Jason Fox, Local 1174 President

\_\_\_\_\_  
Sandra Franklin, Interim HR Director

\_\_\_\_\_  
Thomas Russo, Local 1174

\_\_\_\_\_  
Ryan ODonnell, Esq.

\_\_\_\_\_  
J. Wells, Staff Representative

\_\_\_\_\_

\_\_\_\_\_

APPENDIX A

LOCAL #1174, COUNCIL #4, AFSCME AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION

**BY:** \_\_\_\_\_  
(Please print) Last Name                      First                      Middle

**TO:** \_\_\_\_\_  
Name of Employer

Effective, \_\_\_\_\_ I, hereby request and authorize you deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the Local #1174 Union.

The authorization shall remain in effect in accordance with the Working Agreement or upon termination of my employment.

**Employee's Signature** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City and State** \_\_\_\_\_

**APPENDIX B  
WAGES**

**WILL BE UPDATED TO REFLECT ARTICLE VII**

Grade	Classification	Increase	Fiscal Year	Step			
				Start	6th Month	12th Month	18th Month
42	Park Maintainer I/Laborer	2%	2017-18	\$20.93	\$21.93	\$22.84	\$23.89
	Maintainer I/Laborer-Waste Services	2%	2018-19	\$21.35	\$22.37	\$23.30	\$24.37
	Maintainer I/Laborer-Highway Services	1%	2019-20	\$21.56	\$22.59	\$23.53	\$24.61
		1%	2020-21	\$21.78	\$22.82	\$23.76	\$24.86
44	Park Maintainer II/Driver	2%	2017-18	\$21.77	\$22.76	\$23.78	\$24.86
	Maintainer II/Driver-Highway Services	2%	2018-19	\$22.20	\$23.21	\$24.26	\$25.36
	General Maintenance Worker	1%	2019-20	\$22.42	\$23.44	\$24.50	\$25.61
	Parts Clerk *moves to Grade 48 effective 1/1/18 Utility Worker *moves to Grade 45 effective 1/1/18	1%	2020-21	\$22.65	\$23.68	\$24.75	\$25.86
45	Utility Worker effective 1/1/18	\$1.00	approval	\$22.34	\$23.31	\$24.31	\$25.37
		2%	2017-18	\$22.79	\$23.78	\$24.80	\$25.88
		2%	2018-19	\$23.25	\$24.26	\$25.30	\$26.40
		1%	2019-20	\$23.48	\$24.50	\$25.55	\$26.66
		1%	2020-21	\$23.71	\$24.75	\$25.81	\$26.93
46	Mechanic I	2%	2017-18	\$23.18	\$24.18	\$25.27	\$26.34
		2%	2018-19	\$23.65	\$24.67	\$25.77	\$26.87
		1%	2019-20	\$23.88	\$24.91	\$26.03	\$27.14
		1%	2020-21	\$24.12	\$25.16	\$26.29	\$27.41
48	Maint. III (Equipment Operator)*	2%	2017-18	\$23.54	\$24.63	\$25.72	\$26.87
	Maint. III (Bulk Truck Driver)	2%	2018-19	\$24.01	\$25.13	\$26.24	\$27.41
	Maint. III (Sweeper Operator)*	1%	2019-20	\$24.25	\$25.38	\$26.50	\$27.68
	Maint. III (Eductor Operator)*	1%	2020-21	\$24.50	\$25.63	\$26.77	\$27.96
	Maint. III (Trailer Driver)						
	Parks Maintainer III**						
	Parts Garage Clerk						
	Signs and Lines Master						
	Landscape Gardener						
	Maintainer/Dike Control						
Mason							

	<b>Automated Waste Driver</b> <i>*moves to Maintainer IV Highway Services —grade 52 effective 1/1/18 **upgrade to Grade 50 effective 1/1/18</i>						
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Grade	Classification	Increase	Fiscal Year	Step			
50	<b>Carpenter</b> <i>**Effective 1/1/18, includes Parks Maintainer III</i>	2%	2017-18	\$24.43	\$25.58	\$26.76	\$27.93
		2%	2018-19	\$24.92	\$26.09	\$27.30	\$28.49
		1%	2019-20	\$25.17	\$26.35	\$27.57	\$28.77
		1%	2020-21	\$25.42	\$26.62	\$27.85	\$29.06
52	<b>Maintainer IV Highway Services*</b> <b>Maintainer IV Waste Services</b> <b>Parts and Project Coordinator</b>  <i>*Effective 1/1/18, includes previous Maintainer III-Highway Services, Grade 48</i>	2%	2017-18	\$25.45	\$26.60	\$27.83	\$29.07
		2%	2018-19	\$25.96	\$27.13	\$28.39	\$29.65
		1%	2019-20	\$26.22	\$27.40	\$28.67	\$29.95
		1%	2020-21	\$26.48	\$27.68	\$28.96	\$30.25
50M	<b>Maintenance Mechanic (Parks)</b>	2%	2017-18	\$25.48	\$26.64	\$27.84	\$29.00
	<b>Maintenance Mechanic (Golf)</b>	2%	2018-19	\$25.99	\$27.18	\$28.40	\$29.58
		1%	2019-20	\$26.25	\$27.45	\$28.68	\$29.88
		1%	2020-21	\$26.51	\$27.72	\$28.97	\$30.18
52M	<b>Mechanic II (Fleet maintenance Ser.)</b>	2%	2017-18	\$26.51	\$27.66	\$28.88	\$30.13
	<b>Mechanic II (Welder)</b>	2%	2018-19	\$27.04	\$28.21	\$29.46	\$30.73
		1%	2019-20	\$27.31	\$28.49	\$29.75	\$31.04
		1%	2020-21	\$27.58	\$28.77	\$30.05	\$31.35

APPENDIX C  
Medical Certificate

A medical certificate submitted in accordance with Article VII, Section 8 shall be on the following form or shall contain substantially equivalent information

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. NO. \_\_\_\_\_

TO:     Director  
          Town of East Hartford

FROM: \_\_\_\_\_

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

As a physician duly licensed by the State of \_\_\_\_\_,  
I hereby certify that \_\_\_\_\_ who was seen by me on  
\_\_\_\_\_ was unable to work during the continuous period from  
\_\_\_\_\_ to \_\_\_\_\_.

He/she was under my care on or after \_\_\_\_\_.  
I also certify that said employee can return to duty with no restrictions on  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

**APPENDIX D - PPO**

	<b>In Network You pay:</b>	<b>Out-of-Network You pay:</b>
Office Visit ( <b>OV</b> ) Copayment	\$20	Deductible & Coinsurance
Specialist Visit ( <b>SV</b> )	\$25	Deductible & Coinsurance
Hospital ( <b>HSP</b> ) Copayment	\$250	Deductible & Coinsurance
Urgent Care ( <b>UR</b> ) Copayment	\$50	Not covered
Emergency Room ( <b>ER</b> ) Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery ( <b>OS</b> ) Copayment	\$150	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		\$1,000/\$2,000/\$2500
Lifetime Maximum	Unlimited	Unlimited
<b>PREVENTIVE CARE</b>		
Well child care*	No Charge	Deductible & Coinsurance
Periodic, routine health examinations*	No Charge	
*Routine eye screenings – <i>one exam per year</i>	No Charge	
Routine OB/GYN visits – <i>one exam per year</i>	No Charge	
Mammography <i>1 baseline age 35 – 39 years</i> <i>1 screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
*Hearing screening – <i>one exam per year</i>	No Charge	
* <i>Eye and Hearing exams done by a provider other than your Primary Care Physician will take a copay</i>		
<b>MEDICAL CARE</b>		
Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	SV Copayment	
OB/GYN care	SV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	SV Copayment No charge	
<b>Prescriptions: Retail up to 34 days</b>		
Tier I (generic)	\$10 copayment	
Tier II (listed brand)	\$20 copayment	
Tier III (non-listed brand)	\$30 copayment	
<b>Mail order up to 100 days</b>		
Tier I (generic)	\$20 copayment	
Tier II (listed brand)	\$40 copayment	
Tier III (non-listed brand)	\$60 copayment	
<b>HOSPITAL CARE – Prior authorization required.</b>		
Semi-private room	HSP Copayment	Deductible &

Maternity and newborn care	HSP Copayment	Coinsurance
Skilled nursing facility – up to 120 days per calendar year	HSP Copayment	
Rehabilitative services – up to 60 days per person per calendar year	No charge	
Outpatient surgery – in a hospital or surgi-center	OS Copayment	
<b>EMERGENCY CARE</b>		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	UR Copayment	Not covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance	No charge	No charge
<b>OTHER HEALTH CARE</b>		
Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST and Chiro. per year</i>	No Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment – Unlimited maximum	No charge	
<b>MENTAL HEALTH/SUBSTANCE ABUSE CARE</b>		
Inpatient -Unlimited	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits -Unlimited	OV Copayment	

**\* Schedule of health examinations:**

AGE 0 UP TO AGE 1-7 VISITS  
AGE 1 UP TO AGE 5-7 VISITS  
AGE 5 UP TO AGE 12- 1 EVERY YEAR  
AGE 12 UP TO AGE 22- 1 EVERY YEAR  
22+ 1 EVERY YEAR

**Note:** In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*



**APPENDIX E**

**TRIPLE OPTION DENTAL PLAN**

Benefit	PPO In network No Deductible	<del>Flex</del> <b>Premiere</b> Dental \$50 Deductible*	Out of Network \$200 Deductible
<b>Preventive Services</b>			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction	100%	100%	80%
Fluoride treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
<b>Diagnostic Services</b>			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test	100%	100%	70%
<b>Restorative Services</b>			
Amalgam fillings	100%	100%	50%
Resin fillings**	100%	100%	50%
<b>Endodontics</b>			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<b>Oral Surgery</b>			
Simple extractions	100%	100%	50%
Surgical extractions & Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
<b>General Services</b>			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
<b>Periodontics</b>			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
<b>Prosthodontics</b>			
Dentures, full and partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Inlays, onlays, and crowns not part of bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia	50%	50%	Not Covered
\$1,000 lifetime maximum. Coverage for dependents to age 19.			

\*~~Flex~~ **Premiere** dental deductible does not apply to Preventive Services\*\*Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.

**APPENDIX F**  
**HEALTH BENEFIT OPT-OUT FORM**

Employee Name \_\_\_\_\_ Date of Form Completion \_\_\_\_\_

Department \_\_\_\_\_ Effective Date of Cancellation \_\_\_\_\_

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

I elect to cancel my health insurance (not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through \_\_\_\_\_ (name of company offering program).

The name of the plan providing my insurance coverage is \_\_\_\_\_ (name of health insurance carrier). This plan covers: \_\_\_\_ my spouse \_\_\_\_ my family and \_\_\_\_ myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a 25% rate of return of what the Town saves, to be paid in quarterly installments in October, January, April and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## APPENDIX G

### TRANSITIONAL WORK AGREEMENT

#### **BETWEEN AFSCME LOCAL #1174 AND TOWN OF EAST HARTFORD**

Employees shall report all on the job injuries immediately to their supervisor. The supervisor or a designee is responsible for calling the injury into the workers' compensation 24-hour claim hotline. The injury is to be reported within 24 hours of the incident, or during the first week day after the supervisor learns of the injury.

Town employees sustaining on the job injuries on or after 12/1/94 are required to utilize network medical services. Each department has a workers' compensation managed care manual in which is listed the entire medical network. It is imperative that employees treat within this medical network, as noncompliance may jeopardize workers' compensation benefits. Please note that CorpCare and Industrial Health Care have been designated as the urgent medical care facilities to be used by employees of the Town of East Hartford. The Town retains the right to designate other entities as its medical care facilities.

When a network doctor releases an employee for light duty work with restrictions, appropriate assignments can be made. On the afternoon before, or the morning of the first day of a light duty assignment, a brief meeting will be held with the injured employee, a union representative, the Department Director and the Risk Manager. The purpose of the meeting is to be sure all are aware of the medical restrictions that will apply and to determine job responsibilities. Both union and management must agree to the job assignment. If a question exists as to the extent of activity the employee can perform, the Risk Manager will contact the attending physician for further clarification.

Assignments will be made in accordance with the medical restrictions and shall be within the same division, department or union and, to the extent possible, be related to the type of work normally performed by the employee. The maximum amount of persons on the program at one time will be three per department, with a maximum of five persons at one time per union. If the allotted number of transitional duty positions are filled, the employee can qualify for continued benefits under section 31-308(a).

To receive section 31-308(a) benefits, the employee released by a doctor for light duty must be making a reasonable effort to find suitable employment. Usually this involves registration with the Connecticut Job Service and applying for suitable jobs with at least several employers each week and sending a record of the job search to the Town's insurer or claim administrator.

PLEASE NOTE - Without a formal light duty program, each employee released for light duty work must comply with the above paragraph for benefits to continue.

The curtailment of the light duty work assignment will be determined by one of the following factors:

1. The attending physician returns the employee to full duties with no restrictions.

2. The attending physician temporarily prohibits the employee from continuing the transitional work assignment.
3. The attending physician indicates that the employee will never regain former capabilities, which necessitates one of the following choices:
  - A new permanent position, if available, may be secured for the employee within the Town that allows for the permanent restrictions.
  - The employee may transfer to another department with a job opening that is commensurate with the permanent restriction.
  - The employee is released from Town service due to the permanence of the condition.
4. The employee has been on a transitional work assignment for six months due to the same work related injury. Please note: a light duty assignment may be extended up to a maximum of two additional months upon receipt by the Town of a written opinion from the employee's attending physician, prior to the six month expiration that the injured employee will be capable of reassuming full duties within the two month extended period.

Employees working in a light duty work position will not be permitted to work weekly hours beyond 40 hours, which would result in overtime.

If there are layoffs in Local #1174 of AFSCME, union and management will meet within five working days to discuss the continuance/termination of this program.

THIS TRANSITIONAL WORK PROGRAM APPLIES ONLY TO WORK RELATED INJURIES. APPROPRIATE MEDICAL DOCUMENTATION IS REQUIRED FOR THIS PROGRAM.

Any Local 1174 employee who is on Light Duty for a non-work related injury as of the membership ratification date of the 1999-2001 contract may remain on Light Duty for the medically documented duration of that injury.

**FOR THE TOWN OF EAST HARTFORD**

**FOR AFSCME LOCAL #1174**

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**APPENDIX H**  
**MOA - SWEEPING OVERTIME**

**This Memorandum of Understanding** is made by and between the Town of East Hartford (hereinafter the “**Town**”) and Local 1174, Council 4, AFSCME, AFL-CIO (hereinafter the “**Union**”) regarding the issue of “sweeping” overtime.

- That during the “sweeping season”, there will be a volunteer overtime list established for employees within the same grade of the “sweeper operator”.
- That this agreement does not affect the overtime available to the “Sweeper Operator”.
- That the list will be rotating on a seniority basis.
- That in order to be eligible to be on the list, employees must be qualified to perform the work.
- That the hours worked or charged for doing this work will not affect the equalization provision of the collective bargaining agreement, specifically section 4.3d.
- That this agreement only affects sweeping overtime, and is only effective during the “sweeping season”.
- An employee must perform overtime in his/her respective classification if required, before sweeping overtime.

This agreement shall be effective on the date of ratification of the collective bargaining agreement by both parties.

**WHEREFORE**, it is agreed by the parties duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**FOR THE TOWN OF EAST HARTFORD**

**FOR AFSCME LOCAL #1174**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**APPENDIX I**

**Prepaid Vacation Authorization**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
PREPAID VACATION**

**To be billed out by Employee**

Employee's Name: \_\_\_\_\_  
(Please print full name)

Employee ID #: \_\_\_\_\_

I hereby authorize the Town of East Hartford to deduct from my earnings a sufficient amount to provide for: 1 2 3 4 5 days prepaid vacation effective July 1, 20\_\_\_\_.

***By signing below, I understand and agree to the following:***

- ~~I may only purchase up to five (5) days of additional vacation.~~
- ~~The enrollment period shall be during business days in the month of June each fiscal year.~~
- ~~Up to 5 days worth of vacation shall be computed and deducted from my payroll in equal installments over a 52-week period. Deductions will commence on July 1<sup>st</sup>.~~
- ~~I will first exhaust all prepaid vacation before using any regular vacation for the current fiscal year.~~
- ~~I will use all prepaid vacation within the current fiscal year and will not carry over any prepaid vacation into the following fiscal year.~~
- ~~Prepaid vacation will have no impact on my pension calculations.~~
- ~~I understand my decision is irrevocable. However, in the event of untimely separation from the Town of East Hartford, I will receive payment for any unused prepaid vacation or I will reimburse the Town for any used vacation that was not prepaid.~~
- ~~I must complete one year of service with the Town of East Hartford to become eligible for this program.~~
- ~~I understand that all other applicable language in my respective Collective Bargaining Agreement still applies.~~
- ~~I understand that this authorized deduction applies only for the fiscal year referenced above and is *not* automatically renewed.~~

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ (Employee) \_\_\_\_\_

**Signed forms must be received by H.R. no later than  
4:30 p.m. on the last business day of June:**

**HUMAN RESOURCES DEPARTMENT  
EAST HARTFORD TOWN HALL**

**Office Use Only**

## APPENDIX J

### Family Medical Leave Act (FMLA)

- a. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA.
- b. Events which qualify employees for up to twelve (12) weeks unpaid leave are:
  - Birth or adoption of a child or placement of a child in the employee's home for foster care.
  - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
  - Any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on "covered active duty."
- c. Employees may be eligible for up to twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, child, parent, or next of kin (military caregiver leave).
- d. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- e. The Town may require medical certification to document the reason for the leave, where provided by law.
- f. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- g. During the period of FMLA-qualified leave, the employee shall not be credited for length of service but shall be credited with time for the purpose of accruing sick leave, vacation leave, or Personal Days.
- h. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.
- i. Employee may be required to provide a "fitness for duty" certification upon return to work.

**APPENDIX K**  
**HIGH DEDUCTIBLE HEALTH PLAN**

**SCHEDULE OF BENEFITS**

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
<b>Covered Person Plan Year Deductible</b>	\$1,500 single* \$3,000 family** <b>Effective June 30, 2025: \$2000 single/\$4000 family</b>	
<b>Covered Person Coinsurance</b>	Not Applicable	20%
<b>Covered Person Plan Year Out-of-Pocket Limit</b> *Applies to Prescription Drug Copayments	\$4,00 single*** \$8,000 family****	\$4,000 single*** \$8,000 family****
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<p><b>*Single Deductible</b> - The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.</p> <p><b>**Family Deductible</b> - The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Covered Person or all members of the family collectively.</p> <p><b>***Single Out-of-Pocket Limit</b> - Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Covered Person for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p><b>****Family Out-of-Pocket Limit</b> - Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.</p>		
<b>PREVENTIVE SERVICES</b>		
<b>Well Child Care</b>	No Cost-Share	Deductible & Coinsurance
<b>Adult Physical Examinations</b>	No Cost-Share	Deductible & Coinsurance



<b>Other Preventive Screenings including but not limited to:</b> Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening	No Cost-Share	Deductible & Coinsurance
<b>Immunizations and Vaccinations</b>	No Cost-Share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	Deductible	Deductible & Coinsurance
<b>Specialty Hospital</b> 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
<b>Outpatient Surgery</b> (including colonoscopy)	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
<b>Diagnostic, Laboratory and X-Ray Services</b>	Deductible	Deductible & Coinsurance
<b>High Cost Diagnostic Tests</b> MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance

<b>Other Therapy Services:</b> Outpatient cardiac rehabilitation therapy; Radiation therapy; Chemotherapy for the treatment of cancer; Electroshock therapy; Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible	Deductible & Coinsurance
<b>Allergy Office Visit/Testing</b>  <b>Allergy Injections</b> Immunotherapy or other therapy treatments	Deductible  Deductible	Deductible & Coinsurance  Deductible & Coinsurance
<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
<b>Emergency Room Treatment</b> Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room  <b>Urgent Care Services</b>	Deductible   Deductible	Deductible   Paid as In-Network Emergency Room
<b>Ambulance</b> Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
<b>Medical Office Visit</b>	Deductible	Deductible & Coinsurance
<b>Surgical Services</b> Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance

<b>Non-Surgical Services of a Physician or Surgeon</b> (other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care &amp; Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
<b>Outpatient Surgery</b>	Deductible	Deductible & Coinsurance
In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>Skilled Nursing Facility</b> Up to 120 days per calendar year	Deductible	Deductible & Coinsurance
<b>Immunizations and Vaccinations for Travel</b>	Deductible	Deductible & Coinsurance

<p><b>Prescription Drugs:</b></p> <p><b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p><b>Specialty Pharmacy:</b> The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p><b>Mail Order Prescription Drug Program</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs &amp; supplies</p>	<p>Deductible and then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p>Deductible &amp; Coinsurance per prescription</p> <p>Deductible &amp; Coinsurance per prescription</p> <p>Deductible &amp; Coinsurance per prescription</p> <p>Deductible &amp; Coinsurance per prescription</p>
<p><b>Human Organ and Tissue Transplant Services</b> Unlimited maximum</p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>

<p><b>Home Health Care</b> (including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p>	Deductible	Deductible & Coinsurance
<p><b>In the Home Hospice Medical Social Services</b> under the direction of a physician up to \$420</p>	Deductible	Deductible & Coinsurance
<p><b>Infusion Therapy</b> Unlimited lifetime maximum</p>	Deductible	Deductible & Coinsurance
<p><b>Durable Medical Equipment and Prosthetic Devices</b></p> <p><b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period.</p> <p><b>Diabetic equipment, and supplies</b></p>	Deductible	Deductible & 50% Coinsurance
<p><b>Ostomy Related Services</b></p>	Deductible	Deductible & 50% Coinsurance
<p><b>Hospice Care (inpatient)</b></p>	Deductible	Deductible & Coinsurance
<p><b>Wig</b> up to \$500 maximum per Member per Calendar Year</p>	Deductible	Deductible & Coinsurance
<p><b>Specialized Formula</b></p>	Deductible	Deductible & Coinsurance

<p><b>Infertility Services</b> Please see Maternity /Family Planning Section</p> <p><b>Office Visit</b></p> <p><b>Outpatient Hospital</b></p> <p><b>Inpatient Hospital</b></p> <p><b>Infertility Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply</p>	<p>Deductible</p> <p>Same as Hospital Outpatient Cost-Share</p> <p>Same as Hospital Inpatient Cost-Share</p> <p>Deductible</p>	<p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p>
<p><b>Maternity</b></p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>

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

**APPENDIX I**  
**BLUEVIEW VISION RIDER**

<b>BENEFIT PERIOD</b>	Calendar Year
<b>DEPENDENT AGE LIMIT</b>	To the end of the month after which the child attains age 26.

<b>COVERED SERVICES</b>	<b>COPAYMENTS/MAXIMUMS</b>	
<b>Prescription Lenses</b>	<b>Network Providers</b>	<b>Out-of-Network Providers</b>
<b>Standard:</b> (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
<b>Basic Lenses (pair)</b>		
Single Vision lenses	\$25 Copayment	Reimbursed up to \$36
Bifocal lenses	\$25 Copayment	Reimbursed up to \$54
Trifocal lenses	\$25 Copayment	Reimbursed up to \$69
(limited to one set of lenses per calendar year).		
<b>Frames</b>		
(Limited to one frame per calendar year)	\$130 retail amount, then 20% off any remaining balance	Reimbursed up to \$64
<b>Prescription Contact Lenses</b> (traditional or disposable)		
<b>Non-Elective Contact Lenses</b> (availability once every calendar year)	Covered in full	Reimbursed up to \$210
<b>Elective Contact Lenses (in lieu of eyeglass lenses allowances)</b> (availability once every calendar year)	\$130 retail amount	Reimbursed up to \$105

**Note:** If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.

**Laser Vision Correction Services:**

Participating Lasik/photorefractive keratectomy PRK surgical centers offer a discounted rate for Members enrolled under this plan. You are responsible for any remaining charges.

The Schedule of Benefits is a summary of the amount of benefits Anthem will pay when you receive Covered Services from a Provider. Please refer to the Covered Services Section of the Summary Plan Description for a more complete explanation of the specific vision services covered by the plan. All covered services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate including any attachments or riders.

No prior authorization is required to receive covered vision services.

**NEW:**

## MEMORANDUM OF UNDERSTANDING

- Effective 07.01.2022, the Town may choose to no longer provide the services of the municipal solid waste, bulky and dumpster collection operations according to the following parameters;
- No Member of the Union shall be negatively affected by this change, and all incumbents in the above-noted classifications will have their hourly rate "red circled" after which all hourly pay rate adjustments and GWIs will apply, as long as they are employees of the Town of East Hartford.
- Members in the above-noted classifications shall be allowed to choose another classification within the Union as long as they have the seniority to do so and are qualified to perform the work, but in no case will they "bump" another Member out of their classification.
- All sanitation members affected by this change shall receive two (2) lump-sum payments of one thousand dollars (\$1000.00) the first payroll of the 2022-2023 and 2023-2024 fiscal years.
- Should the Town resume the services noted above, employees who formally held the classification of above-noted classifications shall have the first right to the position and will be deemed qualified for said position.
- Should the Town resume the services noted above, the Town will negotiate with the Union the reinstatement of said services.



**From:** Wilson, Douglas  
**Sent:** Friday, January 14, 2022 10:31 AM  
**To:** White, Rosamond <[rwhite@easthartfordct.gov](mailto:rwhite@easthartfordct.gov)>  
**Cc:** Martin, Connor <[CMartin@easthartfordct.gov](mailto:CMartin@easthartfordct.gov)>; Lawlor, John <[JLawlor@easthartfordct.gov](mailto:JLawlor@easthartfordct.gov)>  
**Subject:** RE: URGENT-Action for the Next Council Meeting

Roz,

The language is:

**WHEREAS** the Capitol Region Council of Governments (CRCOG) is inviting municipalities to submit proposals for transportation projects to be funded under the Local Transportation Capital Improvement Program (LOTICIP); and

**WHEREAS** the Goodwin Street Reconstruction Project is eligible for funding under this program:

**NOW THEREFORE LET IT BE RESOLVED** that the East Hartford Town Council strongly supports the Goodwin Street Reconstruction Project and 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 CRCOG as they pertain to the above project and the LOTICIP Program.

Douglas R. Wilson, P.E.  
Town Engineer

Engineering Division

740 Main Street

East Hartford, CT 06108

(860) 291-7380

Direct (860) 291-7383

Mobile (860) 209-8121

[dwilson@easthartfordct.gov](mailto:dwilson@easthartfordct.gov)

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

**From:** White, Rosamond <[rwhite@easthartfordct.gov](mailto:rwhite@easthartfordct.gov)>  
**Sent:** Friday, January 14, 2022 9:05 AM  
**To:** Martin, Connor <[CMartin@easthartfordct.gov](mailto:CMartin@easthartfordct.gov)>; Lawlor, John <[JLawlor@easthartfordct.gov](mailto:JLawlor@easthartfordct.gov)>;  
Wilson, Douglas <[Dwilson@easthartfordct.gov](mailto:Dwilson@easthartfordct.gov)>  
**Subject:** RE: URGENT-Action for the Next Council Meeting

Good morning Gentlemen

Please let me know if a resolution has been done for the town council on Tuesday. Thanks



**Roz White**

**Executive Secretary**  
**Office of the Mayor**  
**Town of East Hartford**  
**860-291-7204 Office**  
**FB: [Town of East Hartford, CT – Government](#)**

**FB: [Mayor Mike Walsh](#)**

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

**From:** Martin, Connor  
**Sent:** Friday, January 7, 2022 4:50 PM  
**To:** White, Rosamond <[rwhite@easthartfordct.gov](mailto:rwhite@easthartfordct.gov)>  
**Subject:** FW: URGENT-Action for the Next Council Meeting

For council. May have to wait until next week at this point.

Connor Martin

Chief of Staff

Mayor's Office

Town of East Hartford

Phone number 860-291-7203

Cell phone 860-270-9681

[cmartin@easthartfordct.gov](mailto:cmartin@easthartfordct.gov)

**From:** Lawlor, John

**Sent:** Friday, January 7, 2022 4:37 PM

**To:** Martin, Connor <[CMartin@easthartfordct.gov](mailto:CMartin@easthartfordct.gov)>

**Cc:** Wilson, Douglas <[Dwilson@easthartfordct.gov](mailto:Dwilson@easthartfordct.gov)>

**Subject:** URGENT-Action for the Next Council Meeting

Attached please find the draft application for additional LOTCIP funding for the Goodwin Street Reconstruction Project. To finalize the application, the Town Council needs to approve a resolution authorizing the Mayor to sign. I will also need to sign and stamp the application.

**>> Please request that the Mayor advance this application to the next Town Council meeting (January 18) for approval of the resolution.**

The application is due on January 19, 2022 (email of the application plus 2 hard copies delivered to CRCOG).

The description of the request for a memorandum to the Mayor (or from the Mayor to Town Council) is:

*In 2020, the Town submitted an application to CRCOG for Local Transportation Capital Improvement Project (LOTICIP) funding. The project scope includes full-depth reconstruction of Goodwin Street from Ellington Road (U.S. Route 5) to School Street. That application was selected by CRCOG for funding, but only \$2M of the approximately \$2.8M project was approved. The current funding application aims to fully fund the project under the LOTICIP program. After minor adjustments to the cost estimate, including an adjustment for higher inflation, the total project cost is estimated at \$2,936,400. Therefore, the current funding request is for the balance: \$934,800.*

You'll note that the draft application includes the prior resolution (Page 15). I don't have a DOC file for the resolution. Angela, Town Council Clerk, should have the text in an editable format.

**John P. Lawlor, Jr. MPA, PWLF**

**Director of Public Works**

1 Ecology Drive, East Hartford, CT 06108

[jlawlor@easthartfordct.gov](mailto:jlawlor@easthartfordct.gov)

o: 860-291-7361





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11<sup>th</sup>, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P Walsh  
RE: RESOLUTION: Application to additional LOTCIP funding for the Goodwin Street Reconstruction Project.

---

The Town of East Hartford is seeking additional funding Phase 2 to reconstruct Goodwin Street through a grant issued by the Capitol Region Council of Governments (CRCOG) through the Local Transportation Capitol Program (LOTICIP). The project is to reconstruct approximately 2,360 linear feet of Goodwin Street.

In 2020, the Town submitted an application to CRCOG for Local Transportation Capital Improvement Project (LOTICIP) funding. The project scope includes full-depth reconstruction of Goodwin Street from Ellington Road (U.S. Route 5) to School Street. That application was selected by CRCOG for funding, but only \$2M of the approximately \$2.8M project was approved. The current funding application aims to fully fund the project under the LOTICIP program. After minor adjustments to the cost estimate, including an adjustment for higher inflation, the total project cost is estimated at \$2,936,400. Therefore, the current funding request is for the balance: \$934,800.

These funds would come out of the road improvement bond.

Please place this resolution on the Town Council agenda for the January 18<sup>th</sup>, 2022 meeting.

Cc: Eileen Buckheit, Development Director  
John Lawlor, Director of Public Works  
Douglas Wilson, Town Engineer  
Katherine Curran, Engineering Technician

1 Ecology Drive, East Hartford, CT 06108

[jlawlor@easthartfordct.gov](mailto:jlawlor@easthartfordct.gov)

o: 860-291-7361



OFFICE OF THE  
TOWN COUNCIL

**TOWN OF EAST HARTFORD**

740 Main Street  
East Hartford, Connecticut 06108

(860) 291-7208

FAX (860) 291-7389

I, Angela M. Attenello, duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 19<sup>th</sup> day of May, 2020.

**RESOLUTION**

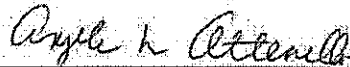
**WHEREAS** the Capitol Region Council of Governments (CRCOG) is inviting municipalities to submit proposals for transportation projects to be funded under the Local Transportation Capital Improvement Program (LOTICIP); and

**WHEREAS** the Goodwin Street Reconstruction Project is eligible for funding under this program.

**NOW THEREFORE LET IT BE RESOLVED** that the East Hartford Town Council strongly supports the Goodwin Street Reconstruction Project and that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by CRCOG as they pertain to the above project and the LOTICIP Program.

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this 22<sup>nd</sup> day of May, 2020.



Angela M. Attenello  
Town Council Clerk

**CAPITAL REGION COUNCIL OF GOVERNMENTS  
LOCAL TRANSPORTATION CAPITAL  
IMPROVEMENT PROGRAM (LOTICIP)  
2022 APPLICATION**

*FOR THE*

**GOODWIN STREET  
RECONSTRUCTION PROJECT**



*PREPARED BY:*

**TOWN OF EAST HARTFORD  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**





## Connecticut Department of Transportation



### Local Transportation Capital Improvement Program Application

Municipality:	East Hartford	COG:	CRCOG
Route/Road:	Goodwin Street		
Project Title:	Goodwin Street Reconstruction - 2022 Application		
Roadway Functional Classification (if applicable):	Major Collector		
COG Contact Information:	Sotoria Montanari	Program Manager	
	Name	Title	
	(860) 522-2217	smontanaria@crcog.org	
	Phone Number	Email	
Municipal Contact Information:	Douglas R. Wilson, P.E.	Town Engineer	
	Name	Title	
	(860) 291-7380	dwilson@easthartfordct.gov	
	Phone Number	Email	

The applicant must answer the questions below which are intended to address basic issues about existing conditions, project management, project costs, impacts on private property, utilities, wetlands, etc. You may provide your answer in the space provided below or submit separate answer sheets. **It is important that the application be as thorough as possible, as missing information will delay the review process. All project-related sections must be completely filled out or the application will be returned and will require resubmittal.**

The intent of the application is to establish eligibility, service life, and to ensure the Municipality is considering all pertinent aspects associated with major infrastructure improvements consistent with the purpose and need of the project.

**(A) Project Information**

1. Select the type of proposed improvement (select all that apply):

**Please note: The entire application must be completed for all projects in addition to any necessary supplemental sections (K through P) as determined by the type of project.**

- Roadway Geometric Improvement
- Stand-Alone Sidewalk Construction
- Bicycle/Pedestrian Improvement, including Multi-Use Trail Facilities
- Intersection Improvement

Provide additional information as required in section K

- Bridge Rehabilitation/Replacement

Provide additional information as required in section L

- Major Drainage Improvement

Provide additional information as required in section M

- Pavement Structure Improvement

Provide additional information as required in section N

- Traffic Signal Replacement/Upgrade/New Installation/Coordination

Provide additional information as required in section O

- Other (please specify): \_\_\_\_\_

Provide additional information as required in section P

2. Describe the purpose and need of the project (i.e. what are the problems to be corrected?). Please provide adequate detail to clearly convey the nature of the problem(s) to be corrected. Provide photographs to document the existing conditions and support the purpose and need. (Attachments acceptable)

Goodwin Street connects Route 5 to business and residential areas in East Hartford, especially Prestige Park Business Center. Ellington Road (Route 5) was repaved in the last few years by the state. In 2010, the Town repaved Goodwin Street to the east of School Street and all of School Street. The Goodwin Street Reconstruction will join the recently paved sections of state and local road.

Included in this project is an evaluation of the 1990s storm drainage system to identify problems and replace catch basin inlets. Additional improvements related to the Reconstruction Project include replacement of existing concrete sidewalks, which are in poor condition, replacing non-ADA compliant concrete handicap ramps at all existing intersections, and replacing deteriorated bituminous curbing with 5" granite stone curbing. Photographs of existing conditions are included in Attachment A-2.

This application, for the 2022 Request for Proposals, is for increased funding on the project. Initial funding selected by CRCOG for funding, was not adequate for the full scope of the project. The scope of work presented in this application is the same as the 2020 scope of work. See the additional calculation of funding requested on the last line of the Cost Estimate (Attachment J).

3. Provide a project description, including project limits and length, that specifically describe how the proposed improvements will correct the problem(s) identified in the purpose and need. Describe what alternative(s) were considered. (Attachments acceptable)

The project will replace the 11,500 square yards of pavement on Goodwin Street between Ellington Road (Route 5) and School Street, which will be designed for a 20 year pavement life. Reconstruction will also address poor surface drainage and pavement foundation.

4. Provide concept plans of the proposed improvement. The plans must be sufficiently developed and provide enough detail on a scaled drawing (including aerial photography base mapping if possible) to identify the following:

Inc. N/A

- Project location
  - Limits of project
  - Approximate limits and extent of any pavement widening or realignment
  - Proposed number of lanes, widths, and arrangements
  - Approximate limits and extent of any anticipated ROW acquisitions (based on available ROW information from Assessors maps, GIS data, etc.)
  - Structures (i.e. Retaining walls, bridges)
  - Watercourses
  - Typical Cross Section including lane and shoulder widths, pavement structure, etc.
5. Have the improvements at this location been previously submitted to the Department for funding?  No  Yes

If yes, when and under what program?

LOTICIP funding application to CRCOG for the 2020 RFP

6. Have any other Federal or State funding sources been applied for or awarded for the improvements at this location?

If yes, please list source, amount, and when awarded in detail below:

LOTICIP funding was for the project was selected by CRCOG for the 2020 RFP. This application is for the balance of funding for the whole project scope of work.

7. Does the project impact any State-owned Facilities (i.e. roads, bridges, etc.)?  
 No  Yes

If yes, describe the impacts:

With geometric modifications at the west end of Goodwin Street at Ellington Road (Route 5), traffic signal modifications will be required.

8. In the area of the project, are there any known proposed developments?

No  Yes

If yes, describe the proposed developments:

9. Design Standards to be used:

- Established municipal standards  
 AASHTO Policy on Geometric Design of Highways and Streets  
 Connecticut Department of Transportation Highway Design Manual  
 AASHTO LRFD Bridge Design Specifications and Connecticut Department of Transportation Bridge Design Manual  
 Other, please specify: \_\_\_\_\_

## **(B) Rights of Way**

1. Are any Right of Way (ROW) impacts anticipated?  No  Yes

If yes, describe the nature, extent, and type of impacts:

Coordination with the railroad is included as ROW effort by the Town.  
Limited rights-of-entry will be obtained by the Town as needed (e.g. for grading into lawn areas and cutback of driveways).  
No takings or easements are anticipated for the project.

2. If ROW acquisitions will be required, who does the Municipality plan to have perform acquisition activities?

Municipal staff    Consultant hired by Municipality    State

3. If ROW acquisitions are to be performed by the Municipality's staff or their consultant, will the Municipality be seeking reimbursement for ROW costs?

No    Yes

### (C) Utilities

1. List all utilities within the project area, including their owners.

<u>Overhead</u>	<u>Underground</u>
Cable (Comcast)	Gas (Connecticut Natural Gas)
Communications (Level3, Lightower, Frontier, WilTel)	Water & Sewer (Metropolitan District)
Eversource (Electrical)	Petroleum (Buckeye Pipe Line)

2. Are any utility impacts anticipated?    No    Yes

If yes, explain the nature and extent of the impacts:

Hydrant relocations may be necessary.

**Note:** Costs associated with utility betterments/upgrades that are not required to accommodate the proposed transportation improvement are not eligible project costs.

3. Have the utility companies been contacted to identify any plans to expand or improve existing utilities that would compromise the service life of the proposed improvements?

No    Yes

If yes, describe any proposed improvements and their schedule:

Utility companies have NOT identified any plans to expand or improve existing utilities that would compromise the service life of the proposed improvements.

### (D) Storm water drainage system and under drains

1. Do any existing storm water drainage problems exist?  No  Yes

If yes, describe the problem(s):

The road section has warped and sagged, trapping water on the roadway surface.

2. Is any storm water drainage system work anticipated, including any new or modified drainage outlets?  No  Yes

If yes, explain the nature and extent of the improvements:

3. Are there any existing watercourse crossings that are proposed to be modified, rehabilitated, or replaced as part of the project?  No  Yes

If yes, indicate the type of improvement needed and the reason for it. Please also indicate if any existing watercourse crossings have inadequate hydraulic capacity:

### (E) Rail Crossings

1. Are there any railroad crossings that are likely to be impacted as part of the project?

No

Yes

At-grade

Grade separated

If yes, describe impacts and any necessary modifications:

Sidewalk crossing the railroad is not ADA compliant.

## **(F) Pedestrian/Bicycle Safety and Mobility**

1. Complete and attach the Department's Bicycle and Pedestrian Needs Assessment Form to this application (a copy of this form is included in Appendix D). In accordance with Connecticut General Statutes, Section 13a – 153f, and the Department's focus on accommodating non-motorized travel modes, accommodation of all users shall be a routine part of the planning, design, construction, and operating activities of all highways. The need for inclusion of accommodations for bicyclists and pedestrians, including those with disabilities, must be reviewed for every project, regardless of funding source.

See Attachment R for the CRCOG Complete Streets Compliance form.

## **(G) Traffic**

**The information below needs to be provided or reviewed (as specified) by the designer for all project types** except for stand-alone sidewalk projects and bicycle/pedestrian improvements, and multi-use trail facilities that do not involve pedestrian crossings

### 1. Volumes

Provide existing and 20-year Projected ADTs and Turning Volumes. Refer to the Preliminary Engineering/Preliminary Design section for guidance on traffic volumes.

### 2. Crash Experience

Provide a summary of crash experience using the most current three year data, including a crash summary diagram, and analysis noting any discernable crash patterns.

### 3. Traffic Signals

Review the existing traffic signal plans for projects involving signalized intersections

### 4. Speed Data

Provide 85<sup>th</sup> percentile speeds in the project area

Provide all posted speed limits in the project area

## **(H) Environmental Resource Involvement**

Refer to Application Process/Preliminary Project Submittals - Information provided by the Department for more information.

### 1. Parks, Cemeteries, Historic Structures

- a. Are there any parks, cemeteries, or historic structures that are likely to be affected by the project?  No  Yes



If yes, describe the type and extent of the anticipated impact.

2. Wetlands

a. Are there any wetlands that are likely to be affected by the project?

No       Yes

If yes, describe the type and extent of the anticipated impact.

3. Hazardous or Contaminated Sites

a. Has the potential for hazardous or contaminated sites and materials in the project area been investigated?  No       Yes

If yes, describe the type and extent of the anticipated impact.

**(I) Public Involvement**

Refer to Preliminary Engineering/Project Design - Public Involvement section for more information.

1. Has public involvement been conducted?  No       Yes

If yes, describe the public involvement effort, when it was conducted, and any public support or opposition to the project:

If no, describe the planned public involvement effort should the project move forward:

The Town's planned public involvement effort should the project move forward include a press release, a web page update (which emails all residents on a list-serv called "Constant Contact", mailing to adjacent owners, a Public Involvement meeting, and a newspaper advertisement.

## (J) Cost Estimate

1. Attach a preliminary cost estimate identifying:
  - a. Approximate quantities and assumed unit prices of the major contract items
  - b. An allowance for minor items (percentage of a)
  - c. Standard lump sum items (i.e. clearing and grubbing, mobilization, construction staking, maintenance and protection of traffic), as applicable (percentages of a + b)
  - d. Total contract items (a + b + c)
  - e. Contingencies (10% of d)
  - f. Incidentals to construction, (i.e. construction inspection, materials testing) (10% of d)
  - g. Rights of way costs
  - h. Eligible utility relocation costs (in accordance with CGS13a-98f)  
**Note:** Costs associated with utility betterments/upgrades that are not required to accommodate the proposed transportation improvement are not eligible project costs
  - i. Total project costs (d + e + f + g + h)

Sample cost estimate form provided in Appendix M and the Excel spreadsheet is available for download from the Department's LOTCIP webpage: <https://www.ct.gov/dot/lotcip>

Refer to the Department's most current Cost Estimating Guidelines for cost estimate guidance or use town-generated unit prices. The anticipated costs for each phase of the project shall be well documented and based on reasonable anticipated costs.

The guidelines are located at:

<http://portal.ct.gov/-/media/DOT/documents/AEC/costestimatingguidelinespdf.pdf>

**ADDITIONAL INFORMATION TO BE PROVIDED BASED ON IMPROVEMENT TYPE SELECTED IN SECTION (A)1:**

**(K) Roadway Geometric Improvements**

Proposed Design Speed

**(L) Intersection Improvements**

Capacity Analyses (For build and no-build conditions using existing and projected traffic volumes).\*

**(M) Bridge Rehabilitation/Replacement**

Latest Condition Report

**(N) Major Drainage Improvement**

Material, Age, Hydraulic adequacy assessment of existing drainage system (Condition Report, post-cleaning is preferred)

**(O) Pavement Structure Improvement**

The level of investigation will be dependent upon the proposed improvements. **Cores or test pits must be performed** such that a representative sample of the existing roadway condition is obtained. If varying pavement conditions exist along the roadway indicating the possibility of different pavement conditions, a test pit should be performed in each roadway section. **Pavement thickness and type, sub-base thickness and type**, and the presence of fines and/or groundwater must be noted. Attach the data obtained. If full depth reconstruction is proposed, cores or test pits may be required to justify the scope of the proposed improvements.

Approximate percentage of heavy vehicles: 6% (estimated)

What is the existing pavement type, condition, and thickness?

The asphalt pavement was 3 to 6 inches thick. Base course was encountered in eight of the eleven test borings and was 3 to 12 inches thick. Fill was encountered in each test boring and was thicker than 27.6 inches.

The Goodwin Street pavement is in poor condition as observed by potholes, cracks, uneven pavement surface, and ponded water.

What is the anticipated pavement design? Describe the type and depth of each course including the base that is suitable for the ADT and percentage of heavy vehicles. Does it meet current design standards? Describe the cross-section (i.e. lanes and shoulder widths, etc.).

The recommended pavement section includes 3 inches of HMA S0.5, 4 inches of HMA S1.0, 3 inches of form 818 M.05.01 processed aggregate base, and 12 inches of form 818 M.02.02 subbase. This meets current design standards outlined in the AASHTO design guide. See cross-section in Attachment A.4 Concept Plans.

Describe how the service life requirement for the proposed pavement design was determined:

Service life of the proposed pavement design was determined based on the above parameters and the criteria established in the referenced AASHTO design guide. We estimate a service life of 20 years.

### **(P) Traffic Signal Replacement/Upgrade/New Installation/Coordination**

Who is/will be responsible for ownership, maintenance, and electrical costs

Age of existing signals

Capacity Analyses (For build and no-build conditions using existing and projected traffic volumes).\*

Warrant Analysis for new signals

Systems Engineering Analysis Form (SEAFORM) for Intelligent Transportation Systems (ITS) projects

### **(Q) Other**

To be determined based on type of improvement proposed.

**\*Capacity Analysis:** For the purposes of this application, a simplified analysis may be performed for signalized intersections that do not require detailed assumptions, proprietary software or specialized traffic engineering skills. The "Quick Estimation Method" is described in detail in the 2010 Highway Capacity Manual, with accompanying worksheets that can be completed by hand. A brief description of the method is also described in Section 3.3.6 of the FHWA Signal Timing Manual, where it is referred to as a "Critical Movement Analysis." The relevant section of the FHWA publication can be accessed at: <http://ops.fhwa.dot.gov/publications/fhwahop08024/chapter3.htm>. This simplified analysis will yield an approximate critical volume/capacity ratio that can be used to assess overall operation of the intersection. The build and no-build conditions should be analyzed for the existing and projected traffic volumes.

See Attachment R for the CRCOG Complete Streets Compliance form.

## APPLICATION SUBMISSION

This application and supporting documents must be submitted by the Municipality to their COG. At such time when the application is to be forwarded to the Department of Transportation by the COG, it must be forwarded electronically to:

Hugh.Hayward@ct.gov

Mr. Hugh H. Hayward, P.E.  
Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546

Prepared by: Douglas R. Wilson, P.E., Town Engineer Date: 01/19/2022

Name, Title and stamp of Responsible P.E. (Municipal or Consultant)

\_\_\_\_\_

Signature

(Stamp)

Reviewed/Recommended by: Michael P. Walsh, Mayor Date: 01/19/2022

Name and Title of Municipal Chief Administrative Officer

\_\_\_\_\_

Signature

Endorsed/Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of COG Executive Director

\_\_\_\_\_

Signature

**TOWN OF EAST HARTFORD**

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7208

FAX (860) 291-7389

I, Angela M. Attenello, duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 19<sup>th</sup> day of May, 2020.

**RESOLUTION**


**WHEREAS** the Capitol Region Council of Governments (CRCOG) is inviting municipalities to submit proposals for transportation projects to be funded under the Local Transportation Capital Improvement Program (LOTICIP); and

**WHEREAS** the Goodwin Street Reconstruction Project is eligible for funding under this program.

**NOW THEREFORE LET IT BE RESOLVED** that the East Hartford Town Council strongly supports the Goodwin Street Reconstruction Project and that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by CRCOG as they pertain to the above project and the LOTICIP Program.

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this 22<sup>nd</sup> day of May, 2020.



Angela M. Attenello  
Town Council Clerk

Need updated Town Council Resolution

## List of Attachments

- A.2 Project Photos
- A.4 Concept Plan
- C.3 Utility Correspondence
- F Bicycle and Pedestrian Needs Assessment Form
- F.2 CT Bike Map
- F.2 CT Transit Route Map
- G.1 Traffic Counts
- G.2 Accident Data
- G.3 Traffic Signal Plan
- G.4 Posted Speed Limits
- J Construction Cost Estimate
- O Geotechnical Engineer Recommendation
- R CRCOG Complete Streets Compliance Form

**ATTACHMENT A-2**  
**PROJECT PHOTOS**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**

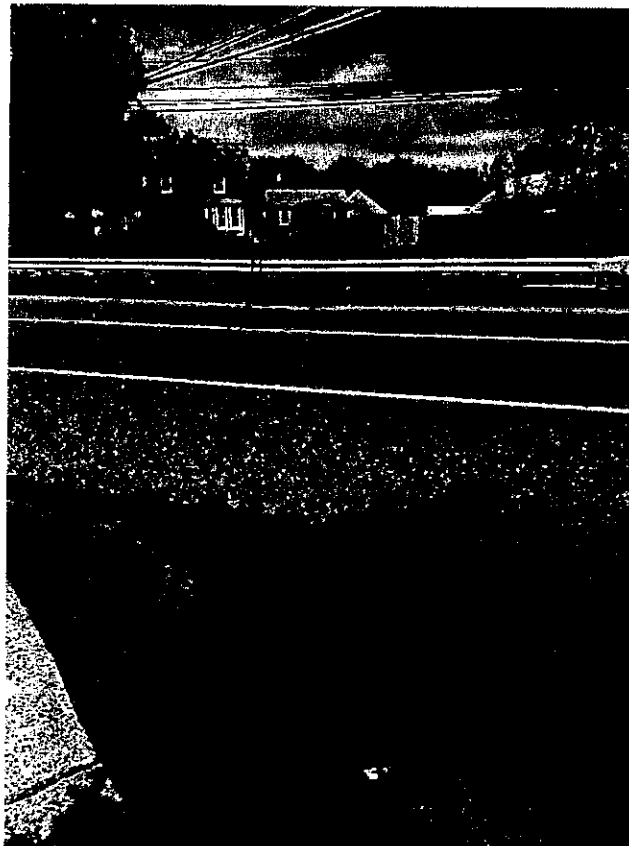


**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

**INTERSECTION OF ELLINGTON ROAD AND GOODWIN STREET  
FACING NORTH**



**INTERSECTION OF ELLINGTON ROAD AND GOODWIN STREET  
FACING WEST**



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

INTERSECTION OF ELLINGTON ROAD AND GOODWIN STREET  
FACING SOUTH



INTERSECTION OF ELLINGTON ROAD AND GOODWIN STREET  
FACING SOUTH



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

31 ELLINGTON ROAD  
FACING EAST



31 ELLINGTON ROAD  
FACING NORTH



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

14 GOODWIN STREET  
FACING EAST



14 GOODWIN STREET  
FACING EAST

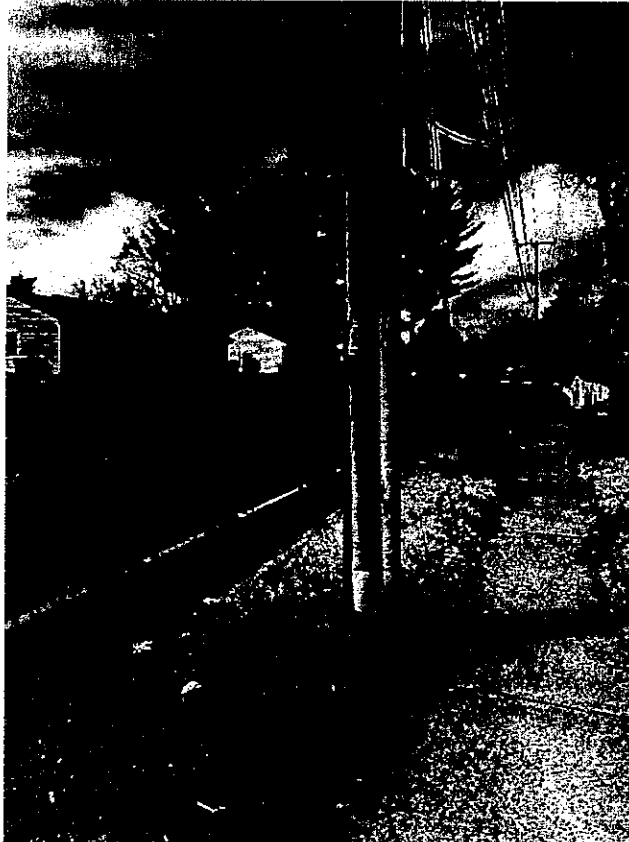


GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

15 GOODWIN STREET  
FACING WEST



32 GOODWIN STREET  
FACING WEST



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

32 GOODWIN STREET  
FACING WEST



42 GOODWIN STREET  
FACING WEST

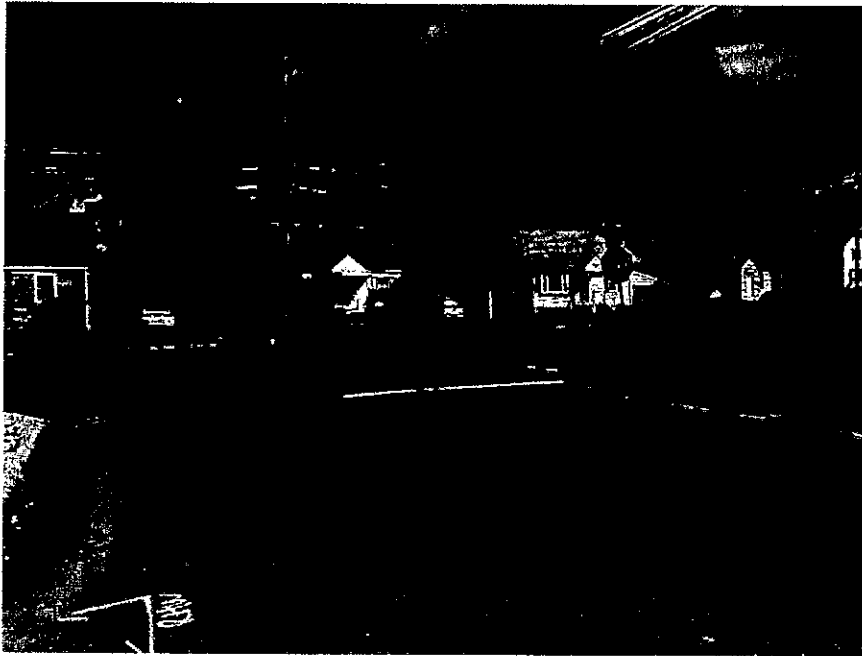


GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

41 GOODWIN STREET  
FACING SOUTH



INTERSECTION OF TIFFANY ROAD AND GOODWIN STREET  
FACING NORTH



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

48 GOODWIN STREET  
FACING EAST



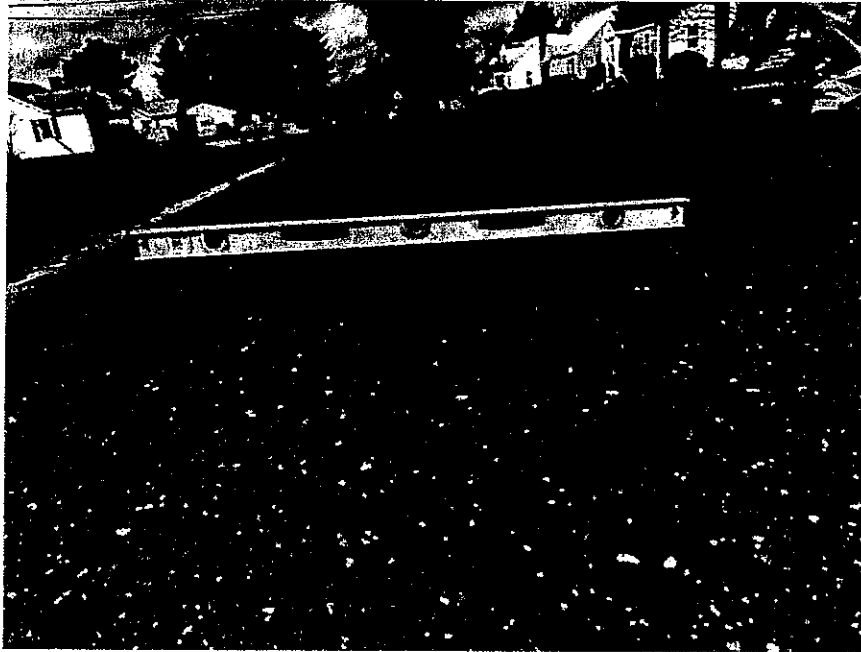
58 GOODWIN STREET  
FACING WEST





GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

58 GOODWIN STREET  
FACING WEST

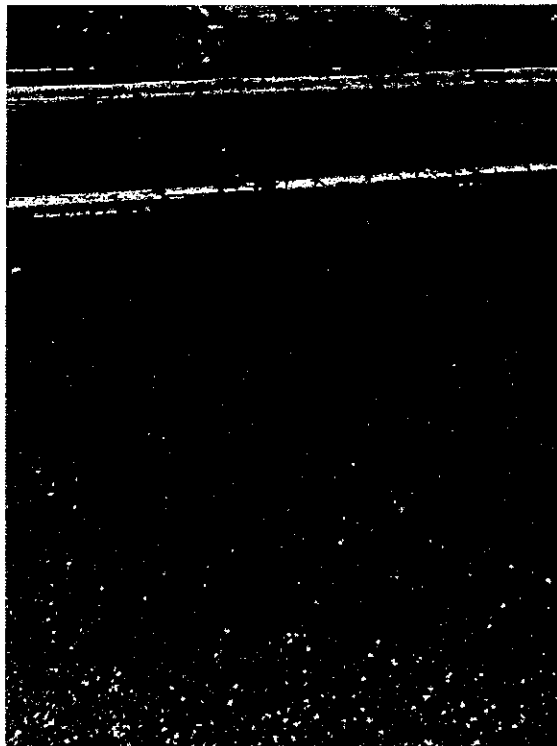


58 GOODWIN STREET  
FACING WEST



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

58 GOODWIN STREET  
FACING WEST



62 GOODWIN STREET  
FACING WEST



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

62 GOODWIN STREET  
FACING WEST



64 GOODWIN STREET  
FACING WEST



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

**72 GOODWIN STREET  
FACING WEST**



**76 GOODWIN STREET  
FACING WEST**



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

90 GOODWIN STREET  
FACING WEST



106 GOODWIN STREET  
FACING WEST



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

124 GOODWIN STREET  
FACING EAST

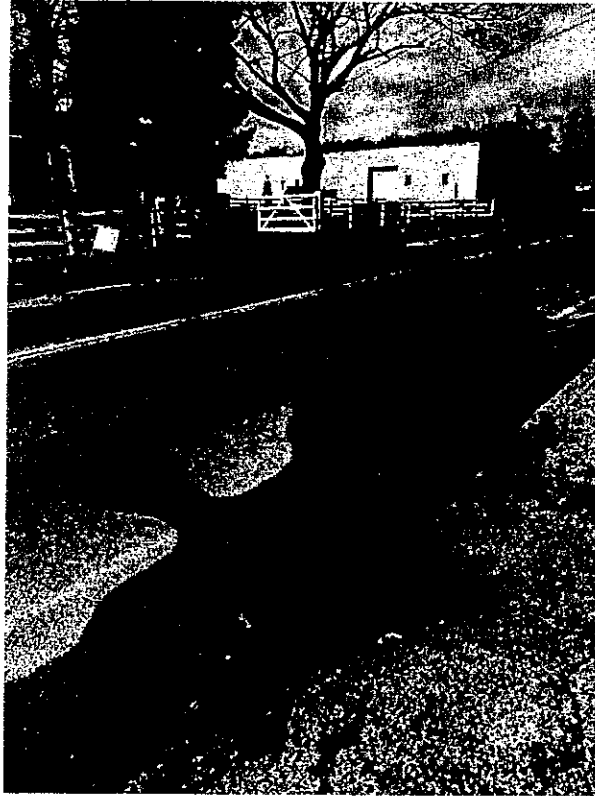


124 GOODWIN STREET  
FACING WEST



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

124 GOODWIN STREET  
FACING WEST

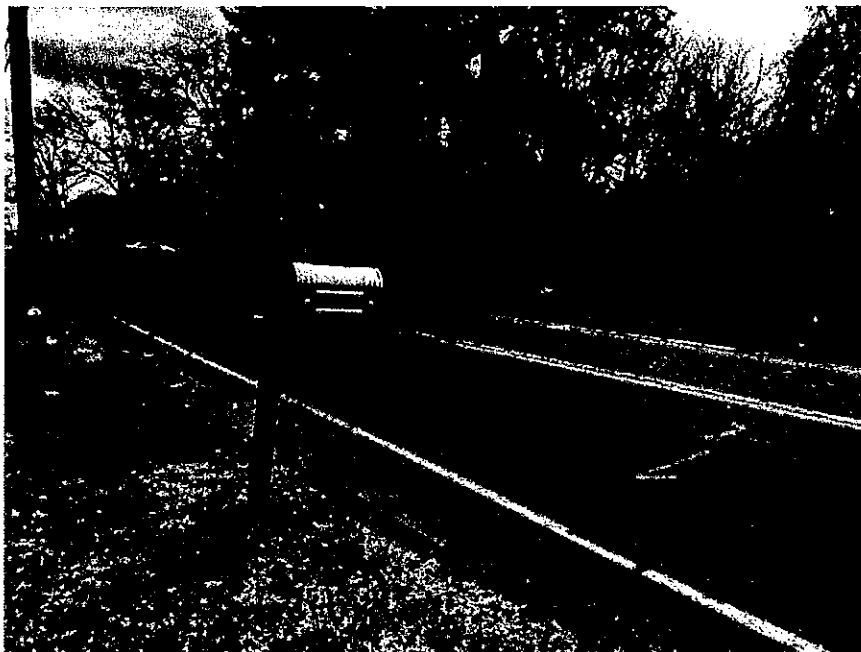


137 GOODWIN STREET  
FACING WEST



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

137 GOODWIN STREET  
FACING EAST



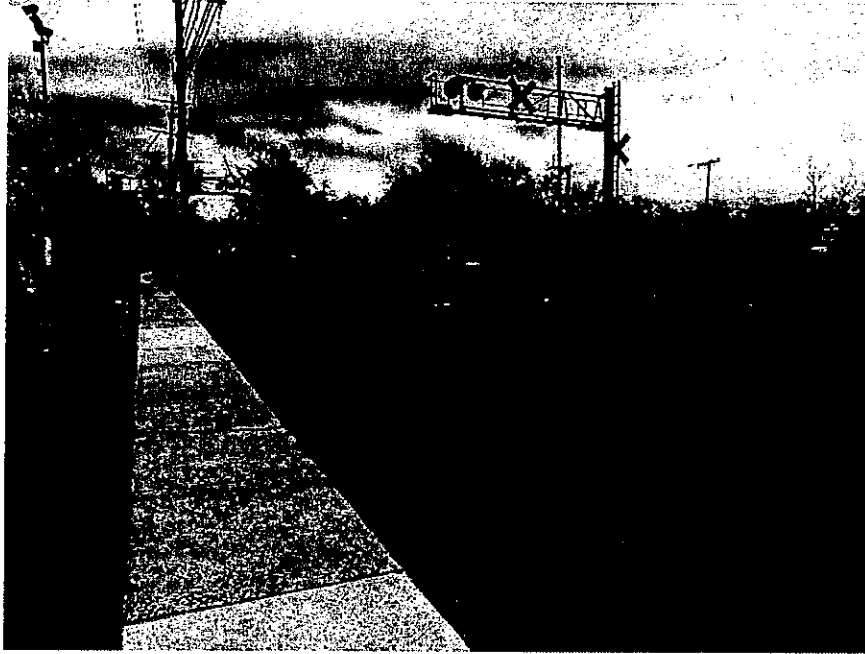
162 GOODWIN STREET  
FACING EAST





GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

180 GOODWIN STREET  
FACING EAST



180 GOODWIN STREET  
FACING SOUTH



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

180 GOODWIN STREET  
FACING SOUTH



180 GOODWIN STREET  
FACING EAST

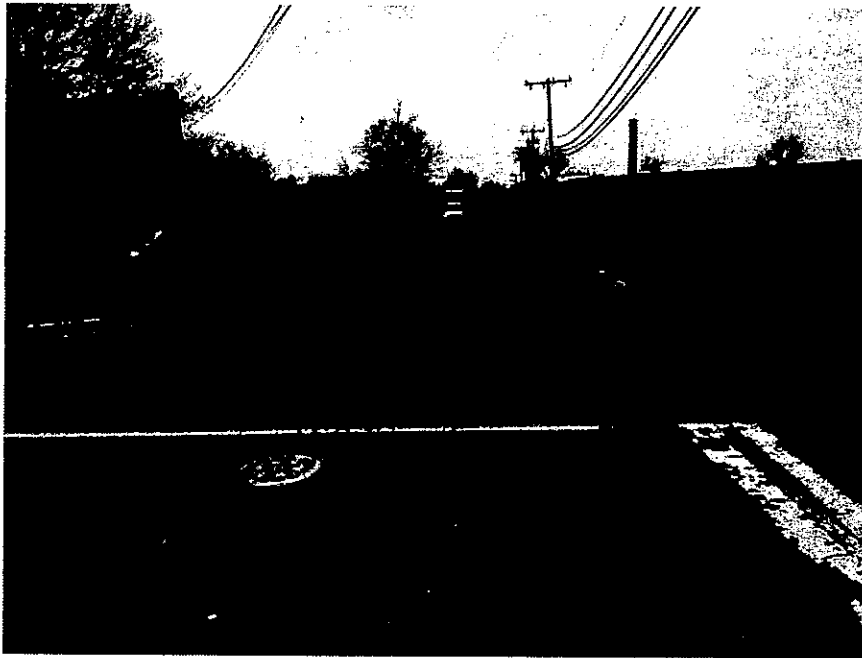


GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

192 GOODWIN STREET  
FACING WEST



INTERSECTION OF LEGGETT STREET AND GOODWIN STREET  
FACING SOUTH

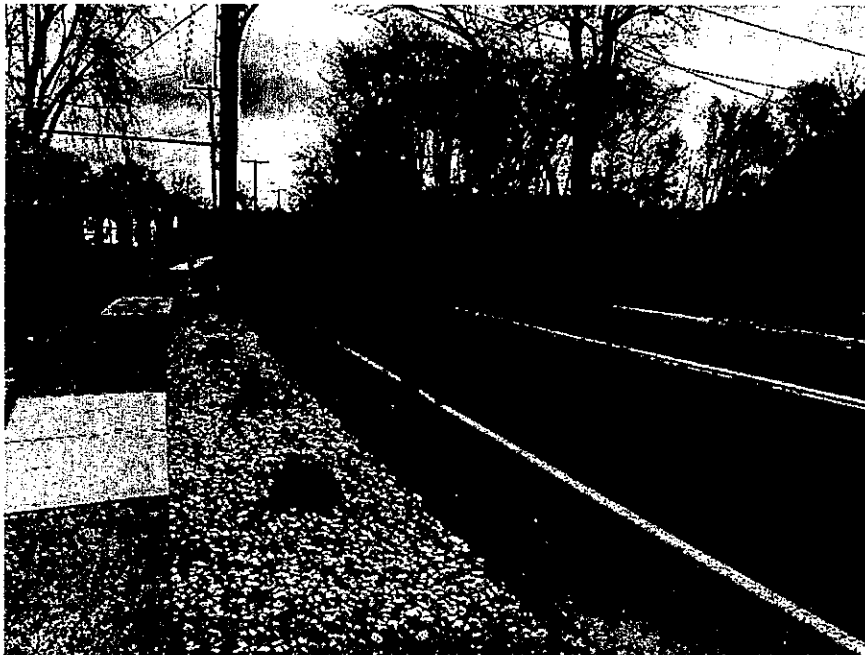


GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

204 GOODWIN STREET  
FACING EAST



204 GOODWIN STREET  
FACING EAST



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

242 GOODWIN STREET  
FACING SOUTH



242 GOODWIN STREET  
FACING EAST



GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS

250 GOODWIN STREET  
FACING EAST



250 GOODWIN STREET  
FACING WEST



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

262 GOODWIN STREET  
FACING SOUTH



266 GOODWIN STREET  
FACING EAST



**GOODWIN STREET RECONSTRUCTION PROJECT PHOTOS**

**284 GOODWIN STREET  
FACING NORTH**



**284 GOODWIN STREET  
FACING SOUTH**



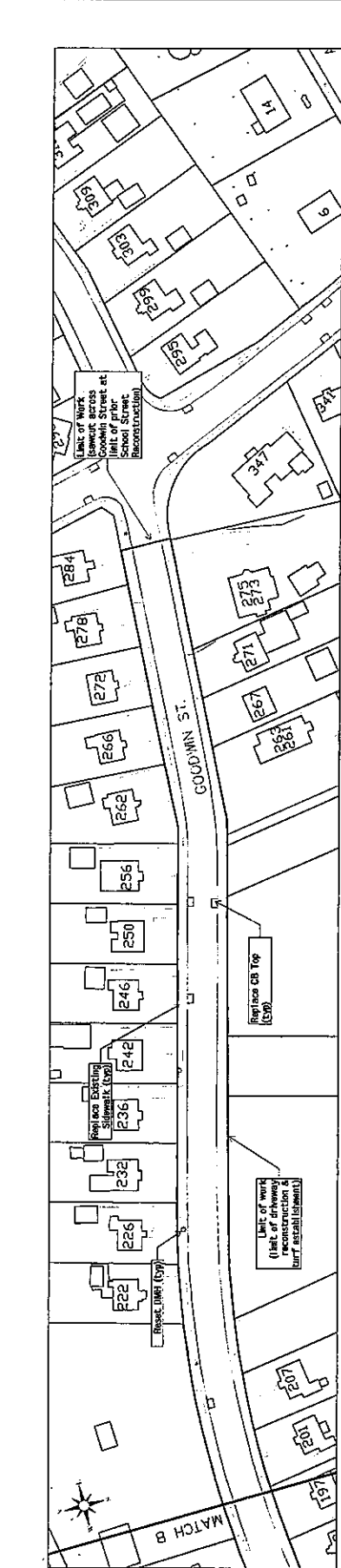
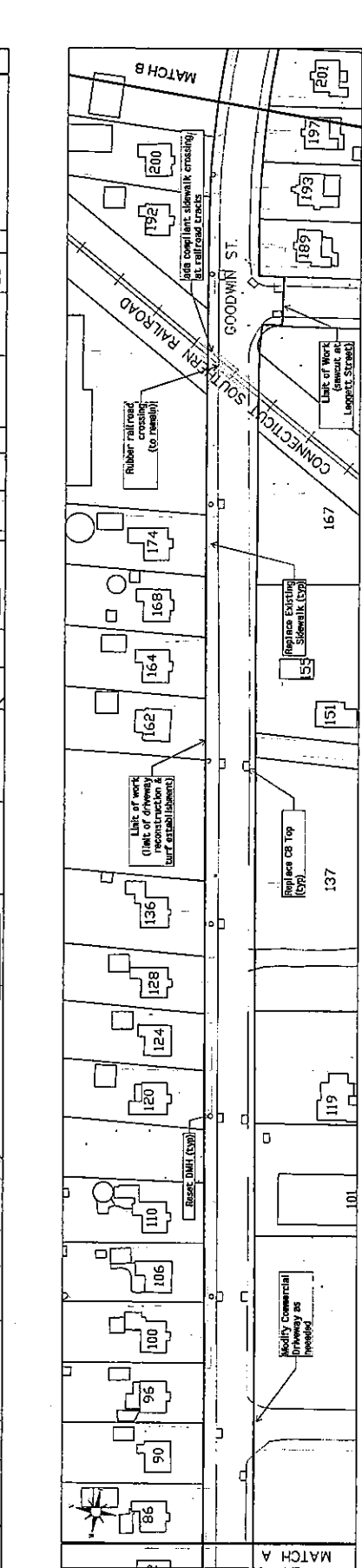
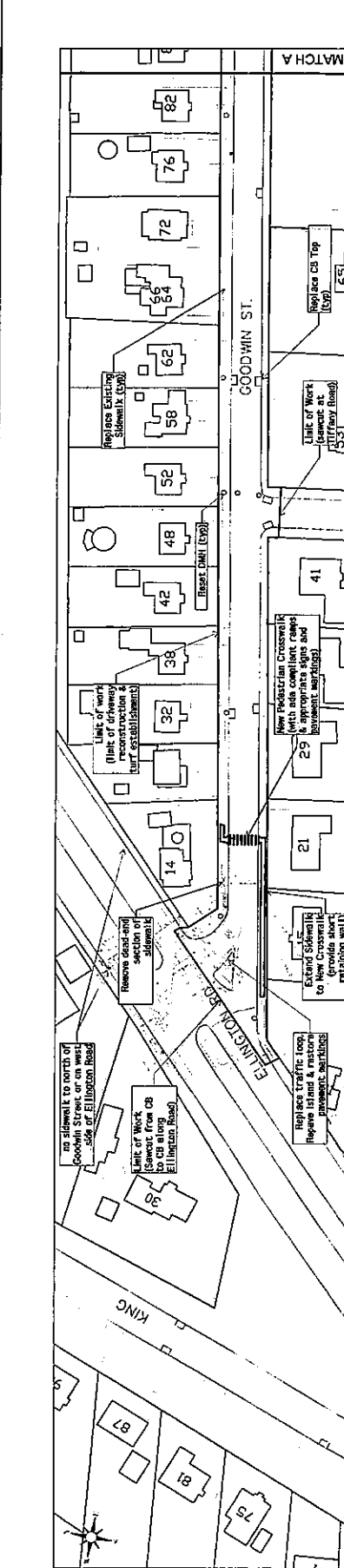


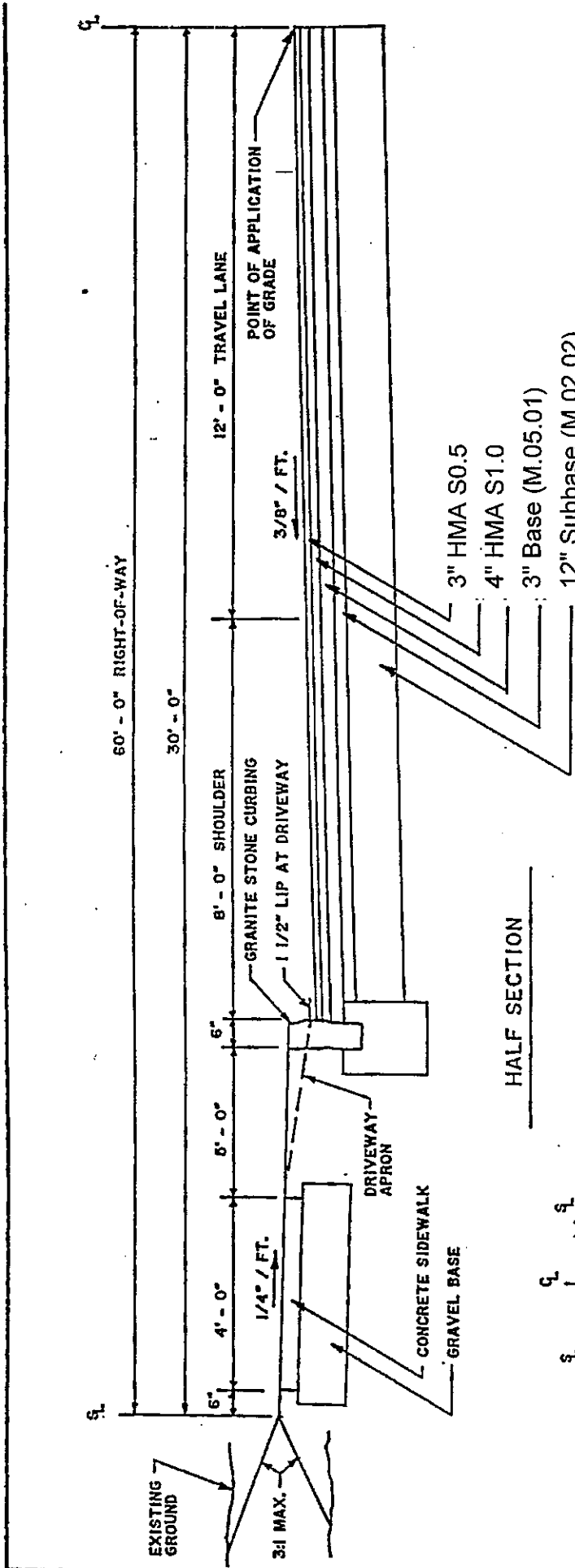
**ATTACHMENT A-4**  
**CONCEPT PLANS**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**

**GOODWIN STREET  
 RECONSTRUCTION PROJECT  
 ELLINGTON ROAD (RTE 5)  
 TO SCHOOL STREET**



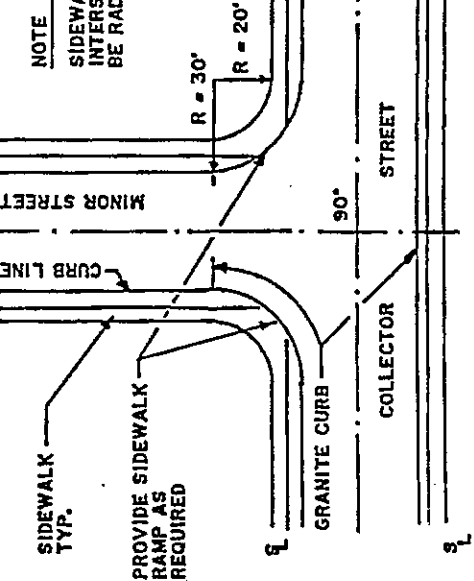
NO	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		





NOTE  
 IF BINDER COURSE IS LEFT AS A TOP COURSE FOR AN EXTENDED PERIOD A TACK COAT OF BITUMINOUS MATERIAL SHALL BE APPLIED PRIOR TO LAYING THE BITUMINOUS CONCRETE SURFACE COURSE.

NOTE  
 SIDEWALK JOINTS AT INTERSECTIONS ARE TO BE RADIAL.



NOTE  
 SIDEWALK JOINTS AT INTERSECTIONS ARE TO BE RADIAL.

DESIGN CRITERIA

DESIGN SPEED	45 MPH
STOPPING SIGHT DISTANCE	300 FEET (MINIMUM)
MAXIMUM GRADE	6%
MINIMUM GRADE	0.5%
MINIMUM RADIUS	500 FEET

NO.	DESCRIPTION	REVISION	DATE	APPROVE

TOWN OF EAST HARTFORD  
 STANDARD DETAIL  
 COLLECTOR STREET  
 DATE: JUNE 1993

**ATTACHMENT C-3**  
**UTILITY LETTERS AND CORRESPONDENCE**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**

# UTILITY BY TOWN LIST

## East Hartford

TOWN NUMBER: 42

DISTRICT NUMBER: 1

### Cable TV

Comcast of Connecticut, Inc  
CoxCom, LLC

### Communication

Level 3 Communications, LLC      aka CenturyLink Communications, LLC  
Lighttower Fiber Networks I, LLC      dba Crown Castle Fiber  
The Southern New England Telephone Company      dba Frontier Communications of Connecticut  
WHTel Communications, LLC      aka CenturyLink Communications, LLC

### Electric Distribution

The Connecticut Light and Power Company      dba Eversource Energy - Electric Distribution

### Gas

Connecticut Natural Gas Corporation

### Petroleum Pipeline

Buckeye Pipe Line Company, L.P.

### Railroad

Connecticut Southern Railroad, Inc.

### Water

Metropolitan District

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Mike Musumeci  
Project Manager  
Buckeye Pipe Line Company, L.P.  
9999 Hamilton Boulevard, Five TEK Park  
Breinigsville, PA 18031

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Musumeci,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CROG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

1. **Goodwin Street** – Ellington Road east to School Street.  
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2. **Silver Lane (Route 502)** –Route 15 Entrance Ramp east to Forbes Street.  
Possible Stand-Alone Sidewalk Project
  - Proposed pedestrian-scale lighting per the CROG Silver Lane Corridor Study.

As part of the application process, the Town needs to know if there are any plans, within the next five years, to expand or improve your facilities within the above referenced streets. Please review your records and let me know in writing of any future plans. It would be appreciated if you could respond back to me by Wednesdays, March 25, 2020 by email/mail.

If you have any questions regarding this request, please contact me at (860) 291-7385 or [kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov).

Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Jim Bitzas  
Regional Construction Director  
Comcast of Connecticut, Inc.  
1110 East Mountain Road  
Westfield, MA 01085

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Bitzas,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

740 Main Street  
East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Robert Ferguson  
Eversource Distribution – CDOT  
Connecticut Light & Power Company  
P.O. Box 270 - 410 Seldon Street  
Hartford, CT 06141

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Ferguson,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022



## Katherine Curran

---

**From:** Watson, Orwin <orwin.watson@eversource.com>  
**Sent:** Wednesday, March 25, 2020 1:54 PM  
**To:** Katherine Curran  
**Cc:** Deacon, James E; Ferguson, Robert C; Kozun, Peter J  
**Subject:** RE: Future Road Reconstruction Project - Connecticut Light & Power Company

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Katherine,

Eversource does not have any plans within the next five years to expand or improve our facilities at the following locations:

1. Goodwin Street – Ellington Road east to School Street.
2. Silver Lane (Route 502) –Route 15 Entrance Ramp east to Forbes Street.

If you require any additional information please let us know.

Thanks

*Orwin Watson*

Supervisor, Field Engineering Design  
Eversource  
410 Sheldon Street  
Hartford, CT 06106  
Work: (860) 280-2445  
Cell: (860) 655-7787  
orwin.watson@eversource.com

---

**From:** Deacon, James E  
**Sent:** Friday, March 20, 2020 3:24 PM  
**To:** Watson, Orwin <orwin.watson@eversource.com>  
**Subject:** FW: Future Road Reconstruction Project - Connecticut Light & Power Company

FYI\_ may want to check with Steve Wells and Pete Kozun

---

**From:** Katherine Curran <KCurran@easthartfordct.gov>  
**Sent:** Friday, March 20, 2020 1:59 PM  
**To:** Deacon, James E <james.deacon@eversource.com>  
**Cc:** Ferguson, Robert C <robert.ferguson@eversource.com>  
**Subject:** Future Road Reconstruction Project - Connecticut Light & Power Company

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Mr. Ferguson,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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As part of the application process, the Town needs to know if there are any plans, within the next five years, to expand or improve your facilities within the above referenced streets. Please review your records and let me know in writing of any future plans. It would be appreciated if you could respond back to me by Wednesdays, March 25, 2020 by email/mail.

If you have any questions regarding this request, please contact me at (860) 291-7385 or [kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov).

Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician IV



Engineering Division  
740 Main Street  
East Hartford, CT 06108  
Office (860) 291-7380  
Direct (860) 291 – 7385  
Mobile (860) 209 – 8300  
[kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov)  
[www.easthartfordct.gov](http://www.easthartfordct.gov)

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MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Jonathan Gould  
Gas Engineer  
Connecticut Natural Gas Corporation  
76 Meadow Street, 2<sup>nd</sup> Floor  
East Hartford, CT 06108

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Gould,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

## Katherine Curran

---

**From:** Jonathan E Gould <JGould@ctgcorp.com>  
**Sent:** Friday, March 20, 2020 4:45 PM  
**To:** Katherine Curran  
**Subject:** RE: Future Road Reconstruction Project - Connecticut Natural Gas Corporation

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Katherine,

In response to your request. Barring an unforeseen emergency CNG currently does not have plans to expand (main extension or main work) its facilities within the project limits of Goodwin St or Silver Lane. CNG's gas main in Goodwin St is 6" PE and the gas main in Silver Lane is 8" coated cathodically protected steel.

Please be aware that requests for new gas service can occur at any time and we have no way to know or predict when a request for a new gas service may occur. So it is possible CNG could be performing new service installations within the project limits of Goodwin St or Silver Lane in the next 5 years and beyond.

Let me know if there are any other questions.

Thank you,

**Jonathan Gould**  
Lead Engineer, Gas Engineering  
Connecticut Natural Gas  
76 Meadow Street  
East Hartford, CT 06108  
860.727.3044 | Phone  
860.727.3407 | Fax  
[jgould@ctgcorp.com](mailto:jgould@ctgcorp.com) | Email



---

**From:** Katherine Curran [mailto:KCurran@easthartfordct.gov]  
**Sent:** Friday, March 20, 2020 2:06 PM  
**To:** Jonathan E Gould  
**Subject:** EXTERNAL: Future Road Reconstruction Project - Connecticut Natural Gas Corporation

Mr. Gould,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CROG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician IV



Engineering Division  
740 Main Street  
East Hartford, CT 06108  
Office (860) 291-7380  
Direct (860) 291 – 7385  
Mobile (860) 209 – 8300  
[kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov)  
[www.easthartfordct.gov](http://www.easthartfordct.gov)

=====

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=====

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Jacob Smith  
Director of Public Projects  
Connecticut Southern Railroad, Inc.  
13901 Sutton Park Drive, STE 345  
Jacksonville, FL 32224

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Smith,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. David Velilla  
Utility Coordinator  
CoxCom, LLC  
9 JP Murphy Highway (3<sup>rd</sup> Floor)  
West Warwick, RI 02893

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Velilla,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022



## Katherine Curran

---

**From:** Velilla, Dave (CCI-Northeast) <Dave.Velilla@cox.com>  
**Sent:** Monday, March 23, 2020 6:32 AM  
**To:** Katherine Curran  
**Subject:** RE: Future Road Reconstruction Project - CoxCom, LLC

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Day: COX has no facilities on either location.

Thank you

**COX**

*David Velilla*

Right of Way Agent II  
9 JP Murphy Highway  
West Warwick, RI 02893  
401-615-1284

**Confidentiality Notice:** This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

**From:** Katherine Curran <KCurran@easthartfordct.gov>  
**Sent:** Friday, March 20, 2020 2:12 PM  
**To:** Velilla, Dave (CCI-Northeast) <Dave.Velilla@cox.com>  
**Subject:** [EXTERNAL] Future Road Reconstruction Project - CoxCom, LLC

Mr. Velilla,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CROCG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Possible Stand-Alone Sidewalk Project
  - Proposed pedestrian-scale lighting per the CROCG Silver Lane Corridor Study.

As part of the application process, the Town needs to know if there are any plans, within the next five years, to expand or improve your facilities within the above referenced streets. Please review your records and let me know in writing of any future plans. It would be appreciated if you could respond back to me by Wednesdays, March 25, 2020 by email/mail.

If you have any questions regarding this request, please contact me at (860) 291-7385 or [kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov).

Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician IV



Engineering Division  
740 Main Street  
East Hartford, CT 06108  
Office (860) 291-7380  
Direct (860) 291 – 7385  
Mobile (860) 209 – 8300  
[kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov)  
[www.easthartfordct.gov](http://www.easthartfordct.gov)

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

ENGINEERING DIVISION

East Hartford, Connecticut 06108



March 20, 2020

Mr. David Vega  
Project Manager, OSP Relocations  
Level 3 Communications, LLC  
71 Clinton Road  
Garden City, NY 11530

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Vega,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

## Katherine Curran

---

**From:** Thomas, Renoy <renoy.thomas@centurylink.com>  
**Sent:** Monday, March 23, 2020 12:30 PM  
**To:** Katherine Curran  
**Subject:** Return to Requester: Future Road Reconstruction Project - Level 3 Communications, LLC  
**Attachments:** Utility Map 1.pdf; Utility Map 2.pdf

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Katherine,

CenturyLink Communications, LLC (National Fiber Optic longhaul/metro network) has received your utility notice dated 03/20/2020 regarding the Future Road Reconstruction Project, East Hartford, CT ("Project"). In response to your inquiry please find the enclosed drawings indicating the approximate location of the CenturyLink telecommunications facilities (the "Facilities"). Note that the locations of Facilities shown on these drawings are only approximate and CenturyLink hereby disclaims any responsibility for the accuracy of this information. Persons working in the area covered by these drawings must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation.

After reviewing the information you provided it is uncertain whether the Project will impact the Facilities.

The Facilities have been constructed on private property and/or public right of way with the authorization of the applicable property owner. Prior to any work being performed by or on behalf of CenturyLink all costs associated with the adjustment and/or relocation of the Facilities are required to be paid in full to CenturyLink.

Please review the enclosed information. If it is determined that an adjustment and/or relocation of the Facilities is necessary to accommodate the Project, please contact the undersigned to discuss and reference the file number **169196 CT** with any future communications. Any changes or additions to the Project plans or parameters should be submitted to CenturyLink for review of potential new impacts to the CenturyLink facilities. Unless CenturyLink receives information that such adjustment or relocation is necessary it will assume that any potential conflict between the Project and Facilities has been eliminated.

Kind regards,

**Renoy Thomas**

**BUSINESS ANALYST I**  
**OSP National Relocations**  
CenturyLink  
Tulsa, OK 74103

Please send all initial requests to [NationalRelo@centurylink.com](mailto:NationalRelo@centurylink.com) to ensure visibility by the department.



**From:** Katherine Curran <KCurran@easthartfordct.gov>  
**Sent:** Friday, March 20, 2020 1:19 PM  
**To:** Vega, David D <David.Vega@CenturyLink.com>  
**Cc:** NationalRelo <NationalRelo@centurylink.com>  
**Subject:** Future Road Reconstruction Project - Level 3 Communications, LLC

Mr. Vega,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CROG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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If you have any questions regarding this request, please contact me at (860) 291-7385 or [kcurran@easthartfordct.gov](mailto:kcurran@easthartfordct.gov).

Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician IV



Engineering Division  
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East Hartford, CT 06108  
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Direct (860) 291 – 7385  
Mobile (860) 209 – 8300  
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[www.easthartfordct.gov](http://www.easthartfordct.gov)

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

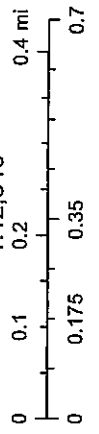
# CenturyLink and Level 3 Network



March 23, 2020

**CTL Facilities**    **Non CTL Facilities**    **Level 3 Facilities**    **Non Level 3 Facilities**    **CLA**  
 --- Aerial    --- Aerial    --- Aerial    --- Aerial    --- Aerial  
 - Underground    - Underground    - Underground    - Underground    - Underground

1:12,846



CenturyLink Data is Highly Confidential and Proprietary.  
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,  
 2022 LOTC:IP Application  
 CenturyLink and Level 3 Communications Data is Confidential

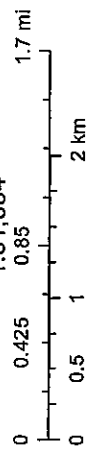
Persons working in the area covered by this data must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation.

# CenturyLink and Level 3 Network



March 23, 2020

1:51,384



CTL Facilities	Non CTL Facilities	Level 3 Facilities	Non Level 3 Facilities	CLA
— Aerial	— Aerial	— Aerial	— Aerial	— Aerial
- Underground	- Underground	- Underground	- Underground	- Underground

CenturyLink Data is Highly Confidential and Proprietary.  
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,  
 2022 LOTCIP Application  
 CenturyLink and Level 3 Communications Data is Confidential

Persons working in the area covered by this data must contact the statewide Call-Before-You-Dig System to ascertain the location of underground facilities prior to performing any excavation. CenturyLink and Level 3 Communications Data is Confidential

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Eric Clark  
Manager Fiber Construction  
Lighttower Fiber Networks I, LLC  
1781 Highland Avenue, Suite 102  
Cheshire, CT 06410

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Clark,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CROG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022



MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Clarence Corbin  
Project Manager  
The Metropolitan District  
555 Main Street, P.O. Box 800  
Hartford, CT 06142

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Corbin,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

740 Main Street  
East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Mr. Richard Norris  
Project Engineer  
The Metropolitan District  
555 Main Street, P.O. Box 800  
Hartford, CT 06142

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Norris,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CROG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

**Curran, Katherine**

---

**From:** Norris, Richard <RNorris@themdc.com>  
**Sent:** Friday, April 17, 2020 8:34 AM  
**To:** Curran, Katherine  
**Subject:** RE: Future Road Reconstruction Project - MDC Water

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Katherine,

The MDC has no plans to expand or improve the MDC facilities within the two referenced streets within the next 5 years.

Please contact me if you have any questions or need any additional information.

Thank you,

Richard J. Norris, P.E.  
Project Manager  
The Metropolitan District  
555 Main Street, P.O. Box 800  
Hartford, CT 06142-0800  
Phone (860) 278-7850 ext. 3450  
Fax (860) 251-7287  
[rnorris@themdc.com](mailto:rnorris@themdc.com)

---

**From:** Katherine Curran <KCurran@easthartfordct.gov>  
**Sent:** Friday, March 20, 2020 2:27 PM  
**To:** Norris, Richard <RNorris@themdc.com>  
**Subject:** Future Road Reconstruction Project - MDC Water

Mr. Norris,

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician IV



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MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

East Hartford, Connecticut 06108

ENGINEERING DIVISION



March 20, 2020

Ms. Lynne DeLucia  
Manager – Engineering & Construction  
Southern New England Telephone Company  
1441 North Colony Road  
Meriden, CT 06450

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Ms. DeLucia,

The Town of East Hartford, Engineering Division is in the process of preparing two applications to the Capital Region Council of Governments (CRCOG) under the 2020 Local Transportation Capital Improvement Program (LOTICIP) application requesting funds for a roadway reconstruction and a stand-alone sidewalk project. The following is the list of streets for which applications are being prepared:

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Thank you in advance for your time and assistance.

Sincerely,

Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

MARCIA A. LECLERC  
MAYOR



Phone: 860 291-7380  
Engineering@EastHartfordCT.gov

ENGINEERING DIVISION

March 20, 2020

Mr. David Vega  
Project Manager, OSP Relocations  
WilTel Communications, LLC  
71 Clinton Road  
Garden City, NY 11530

RE: Future Road Reconstruction Project  
East Hartford, Connecticut

Dear Mr. Vega,

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Katherine Curran  
Engineering Technician

xc: Douglas Wilson, Town Engineer  
19 January 2022

**ATTACHMENT F**  
**BICYCLE AND PEDESTRIAN NEEDS ASSESSMENT FORM**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**



# CONNECTICUT DEPARTMENT OF TRANSPORTATION BICYCLE AND PEDESTRIAN TRAVEL NEEDS ASSESSMENT FORM (BPTNA)



In accordance with Connecticut General Statutes, Section 13a-153f, Accommodations and Provisions of Facilities for All Users and the Department's Policy Statement No. EX-0-31, It is the policy of the Department to consider the needs of all users of all abilities and ages (specifically including pedestrians, bicyclists, transit users, and vehicle operators) in the planning, programming, design, construction, retrofit and maintenance activities related to all roads and streets as a means of providing a "safe, efficient transportation network which enhances quality of life and economic vitality." Therefore, the need for inclusion of accommodations specifically for bicyclists and pedestrians, including those with disabilities, must be reviewed for every project.

This form shall apply to all Department projects, mainline utility projects within the state right-of-way, the Office of the State Traffic Administration (OSTA) certificate applications receiving state or federal funding, and municipal transportation projects that receive state or federal funding. This form provides designers the documentation and information needed to make decisions on the need and extent of bicycle and pedestrian features that should be included in a project. This form is not intended to dictate what features should be included in a project design, as guidance on those questions can be found in numerous other reference documents. This form should be completed to the extent practical (at least Sections 1 & 2) during the project scoping phase and finalized by the completion of the Preliminary Design. Once signed, this form should be retained with the project documents.

Project Number(s):	N/A	Route(s):	Goodwin Street (Route 164)
Project Name:	Goodwin Street Reconstruction		
Municipality(s):	East Hartford	Planning Region(s):	CRCOG

### SECTION 1: APPLICABILITY

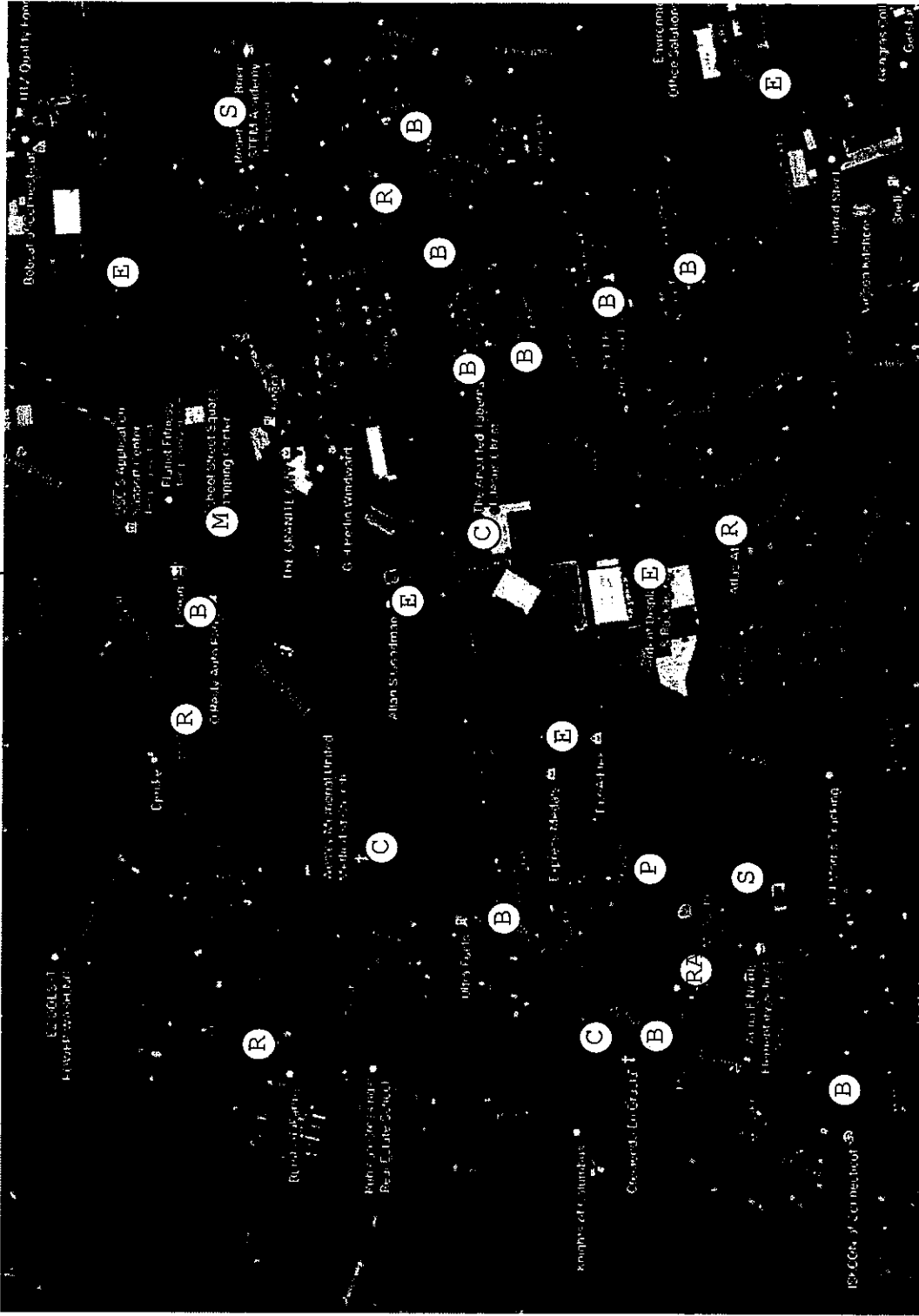
Although bicycle and pedestrian accommodations should be considered for all projects, certain types of projects (e.g. bridge deck patching, culvert re-lining, projects on expressway mainlines) do not typically provide reasonable opportunity to provide improvements for these travel modes. Considering the project type answer the question below. If the question below is answered no, please explain why, then skip to the last page, sign the form, and file this form with the project documents. If the answer is yes, go to Section 2 and complete the rest of the form.

Does this <u>project type</u> provide reasonable opportunity to provide improvements for non-motorized access?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If no, why?	



<b>SECTION 2: ASSESSMENT OF STUDY AREA</b>	
<i>2.1 Study Area Map</i>	
Please see attached "Area Generator Map"	
Identify any non-motorized and/or transit generators located within the Study Area (Study Area is generally defined as approximately ½ mile radius from the project limits). Using the letters in the code column below, create a map from a location plan or aerial photograph indicating the location of existing or planned non-motorized or transit user generators identified below (for planned facilities, precede the letter with a P-).	Code
<u>Non-Motorized/Transit User Generators</u>	
<u>Residential Areas:</u> Indicate any general areas of dense residential housing	R
<u>Parks:</u> Include areas that would attract people, whether officially designated as a park or not	P
<u>Recreational Areas:</u> Examples include athletic fields, dog parks	RA
<u>Religious Facilities</u>	C
<u>Schools (including public and private schools, colleges, universities, daycare or other educational institution)</u>	S
<u>Health / Medical Facilities</u>	H
<u>Town Centers:</u> typically would include areas where Town Halls, Libraries and other public facilities exist	TC
<u>Shopping Centers:</u> especially centers with businesses where non-motorized customers might be expected (restaurants, bookstores, drug stores, etc.)	M
<u>Large Employment Businesses:</u> Factories, large office buildings, hospitals, government offices	E
<u>Bus Stops</u>	B
<u>Public Transit Facilities:</u> train/bus stations, airports	T
<u>Shared-use trail access / parking</u>	TA
<u>Other:</u> other known facilities expected to generate or attract non-motorized users	O

PROJECT LIMITS



GOODWIN STREET RECONSTRUCTION PROJECT  
 FIGURE # 2.1  
 AREA GENERATOR MAP  
 SOURCE: GOOGLE MAPS

LOCATION:	GOODWIN STREET EAST HARTFORD, CONNECTICUT	
DATE:	05/27/2020	SHEET:
SCALE:	NTS	1 OF 1

2.2 Analysis of Study Area		Using the map prepared in Section 2.1, and the resources suggested below, answer the following questions about the study area. [For State/District-wide or Division of Traffic Engineering projects with many locations use the "Multi-location BPTNA Table" at: <a href="https://portal.ct.gov/DOI/PP/Policy/Documents/BikePed_Dashboard">https://portal.ct.gov/DOI/PP/Policy/Documents/BikePed_Dashboard</a> to answer questions marked with an (*)]	Explain as needed (attach additional sheet(s) if needed)
a. * Referencing the CTDOT Interactive Bike Map located at: <a href="http://www.ctbikepedplan.org/interactivemap.html">http://www.ctbikepedplan.org/interactivemap.html</a> is this project located on the Connecticut Statewide On-Road or Off-Road Bicycle Planning Network?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	See Figure 2.2.a	
b. * Have all existing bicycle, pedestrian and transit features within and just beyond the project limits (such as: features and ADA accessibility of existing bus stops, sidewalks, shoulder widths, bicycle markings/signs, shared-use paths, etc.) been identified and assessed for condition and need? (If assistance is needed identifying Transit requirements a request can be sent to: <a href="mailto:DOT.PTransitBikePed@ct.gov">DOT.PTransitBikePed@ct.gov</a> )	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	See Figure 2.2.b	
c. * Are there any areas of concern where physical impediments to non-motorized travel through the study area exist? Physical impediments can be excessive grade, limited width of roads/bridges, gaps or need for sidewalks (indicated by worn foot paths), utility poles or other appurtenances restricting access, etc.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
d. * Is there any reason to anticipate an increase in travel by non-motorized and /or transit users through the project limits in the future?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
e. * Based on the U.S. Access Board's Proposed Guidelines for Pedestrian Facilities in the <u>Public Right-of-Way (PROWAG)</u> , are there barriers to mobility inhibiting continuous access between schools, hospitals, senior care, or community centers, etc. for persons with disabilities that <u>cannot</u> be addressed in this project?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
f. * Is there a pattern of bicycle or pedestrian crashes within the project area? Crash information can be found by accessing the UCONN Crash Repository at ( <a href="https://www.ctcrash.uconn.edu/">https://www.ctcrash.uconn.edu/</a> ).	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

<p><b>g.</b> Does the project provide <u>unique or primary access</u> (defined as access which is not otherwise available within approximately one-half mile of the project) :</p> <ul style="list-style-type: none"> <li>• across a river, highway corridor or other natural and/or man-made barrier?</li> <li>• into or out of any of the bicycle and pedestrian generators listed above?</li> <li>• between communities?</li> </ul>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p><b>h.</b> Is the project located near or provide new access or connectivity to state parks, forests or CT Designated Greenways? Information on State Parks, Forests and Greenways can be found at:  <a href="http://www.ct.gov/deep/cwp/view.asp?a=2707&amp;q=323852">http://www.ct.gov/deep/cwp/view.asp?a=2707&amp;q=323852</a> and  <a href="http://www.ct.gov/deep/parkmaps">http://www.ct.gov/deep/parkmaps</a>          If yes, please notify the Trails and Greenways Program Coordinator at the Department of Energy &amp; Environmental Protection, State Parks Division, by sending a location and description of the project to: <a href="mailto:deep.stateparks@ct.gov">deep.stateparks@ct.gov</a>. This is for notification and not intended to be a formal review and /or concurrence.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p><b>i.</b> In accordance to the Complete Streets Policy, the Department will include non-motorized users in traffic counts to the extent possible. Has the existing pedestrian and/or bicyclist usage patterns within the project limits, particularly at intersection and midblock crossings, been observed / collected?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p><b>j.</b> Has there been any documented public concern or comments about non-motorized and/or transit needs in the area?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p><b>k.</b> Are there any comprehensive regional or local planning documents (such as Complete Streets Plan, Sidewalk Plan, Plan of Conservation &amp; Development, etc.) that address bicyclists, pedestrian or transit user conditions within or proximate to the project limits? (Can usually be found on applicable website) Contact the RPO Coordination or Intermodal Planning units in the Bureau of Policy and Planning if assistance is needed.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	

**SECTION 3: NON-MOTORIZED AND TRANSIT ACCOMMODATIONS**

Identify any non-motorized and/or transit user accommodations/improvements that may be considered as part of this project. This section is provided as a list of countermeasures that may be appropriate and is not intended to dictate what features should be included in the project design. [For State/District-wide or Division of Traffic Engineering projects with many locations answer this section by considering all sites as if they were one location]

3.1 Pedestrian Facilities and Crossing Treatments		3.2 Bike Facilities (Cont.)	
a. New sidewalks	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	e. Signage and/or pavement markings	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
b. Pedestrian median crossing island	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	f. Bicycle parking, bike racks/lockers	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
c. Curb extension/bulb-outs	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	g. Trail Improvements, including parking	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
d. Reduced Corner Radius	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	h. Special height railings	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
e. Pedestrian bridge/tunnel	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	3.3 Bike & Pedestrian Treatments	
f. New or relocated unsignalized or mid-block crossing	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	a. Road diet	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
g. Enhanced illumination at pedestrian crossings	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	b. Narrowing travel lane width	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
h. Pedestrian signing and yield lines	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	c. Corridor-wide speed calming	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
i. Parking restrictions near crossings	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	3.4 Transit Facilities	
j. Pedestrian hybrid beacon (PHB; also known as the High intensity Activated crossWalk (HAWK))	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	a. New or revised bus stops	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
k. Rectangular rapid flashing beacon (RRFB)	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	b. Bus shelters	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
l. Pedestrian fencing on bridges	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	c. Standing pads	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
		d. New or revised crossing for bus stop	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
3.2 Bike Facilities		3.5 Streetscape Elements	
a. Dedicated bike lane or cycle track	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	a. Landscaping, street trees, planters, buffer strips, etc.	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
b. Shared-used lanes	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	b. Decorative lighting	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
c. Shared-used path	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	c. Public seating or benches	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
d. Wider shoulders	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	3.6 Other (please specify):	

Once completed this form should be signed, attached to the Preliminary Design Statement, and filed with the project documents in ProjectWise. If the answer to the question under Section 1 "Applicability" is "Yes", please email the link to the completed form in ProjectWise (or a PDF copy) to: [CTDOT.BikePedReviews@ct.gov](mailto:CTDOT.BikePedReviews@ct.gov). Comments will be provided if necessary however, designers are not required to obtain concurrence to move forward with design. This form will be maintained and periodically updated by the Office of Strategic Planning & Projects in the Bureau of Policy & Planning.

**Katherine Curran**

Prepared By:

Project Engineer - Print Name

*Katherine Curran*

Signature

**05/27/2020**

Date:

**Douglas R. Wilson, P.E.**

Approved By:

Project Manager - Print Name

*Douglas R Wilson*

Signature

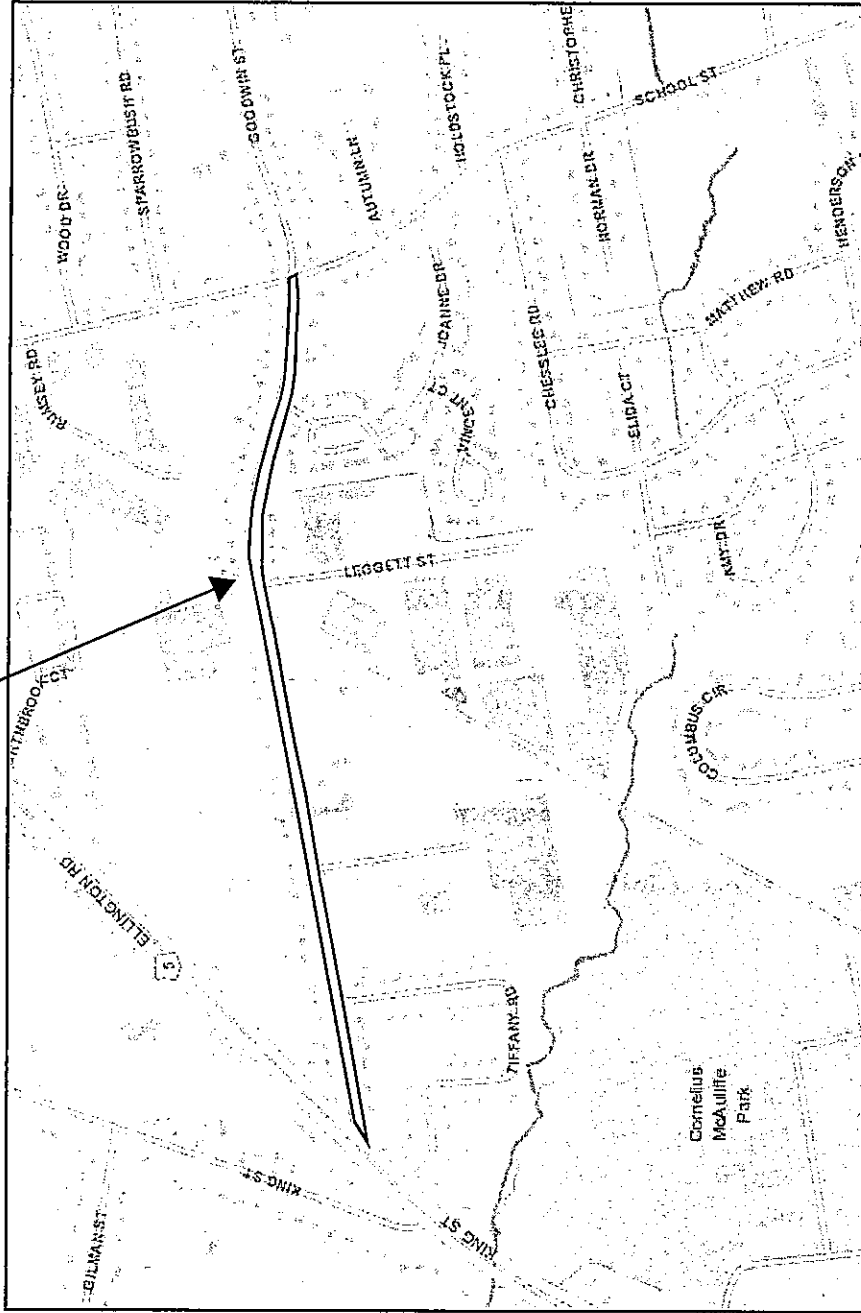
**05/27/2020**

Date

**ATTACHMENT F-2**  
**CT BIKE MAP**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**



PROJECT LIMITS



GOODWIN STREET RECONSTRUCTION PROJECT  
 FIGURE #2.2.A  
 ON ROAD BICYCLE PLANNING NETWORK  
 SOURCE: CTDOT INTERACTIVE BIKE MAP

LOCATION:	GOODWIN STREET EAST HARTFORD, CONNECTICUT
DATE:	05/27/2020
SHEET:	1 OF 1
SCALE:	NTS



ATTACHMENT F-2  
CT TRANSIT ROUTE MAPPING  
GOODWIN STREET  
RECONSTRUCTION PROJECT

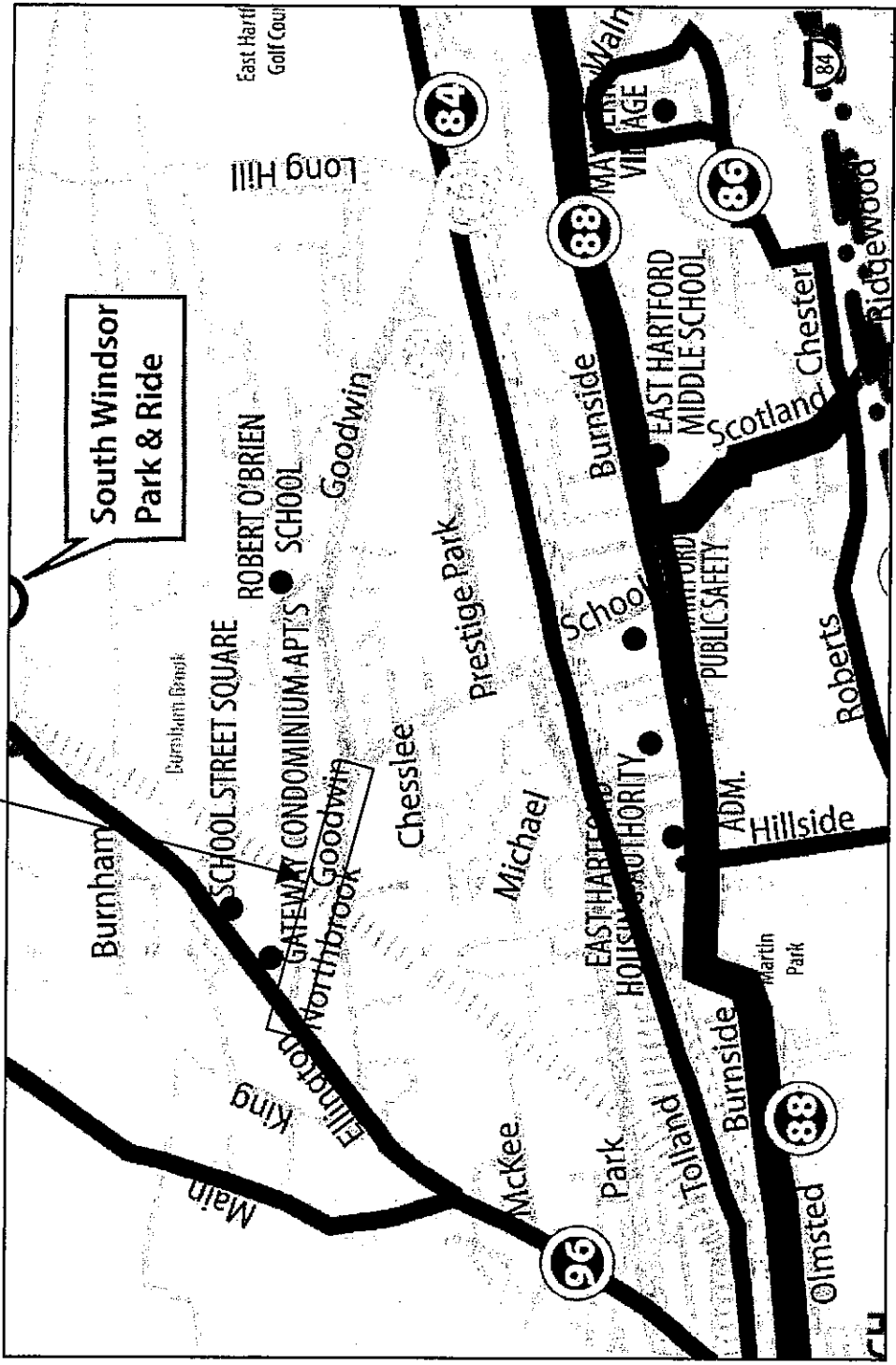
Although there is no transit running directly through Goodwin Street, it acts as a connector between the 96 line (John Fitch Boulevard) and the 94 line (Park Avenue).

96 = JOHN FITCH BOULEVARD

94 = PARK AVENUE



PROJECT LIMITS



### GOODWIN STREET RECONSTRUCTION PROJECT

FIGURE #2.2.B

CT TRANSIT ROUTE MAPPING

SOURCE: HARTFORD METRO AREA BUS SYSTEM MAP

LOCATION: GOODWIN STREET

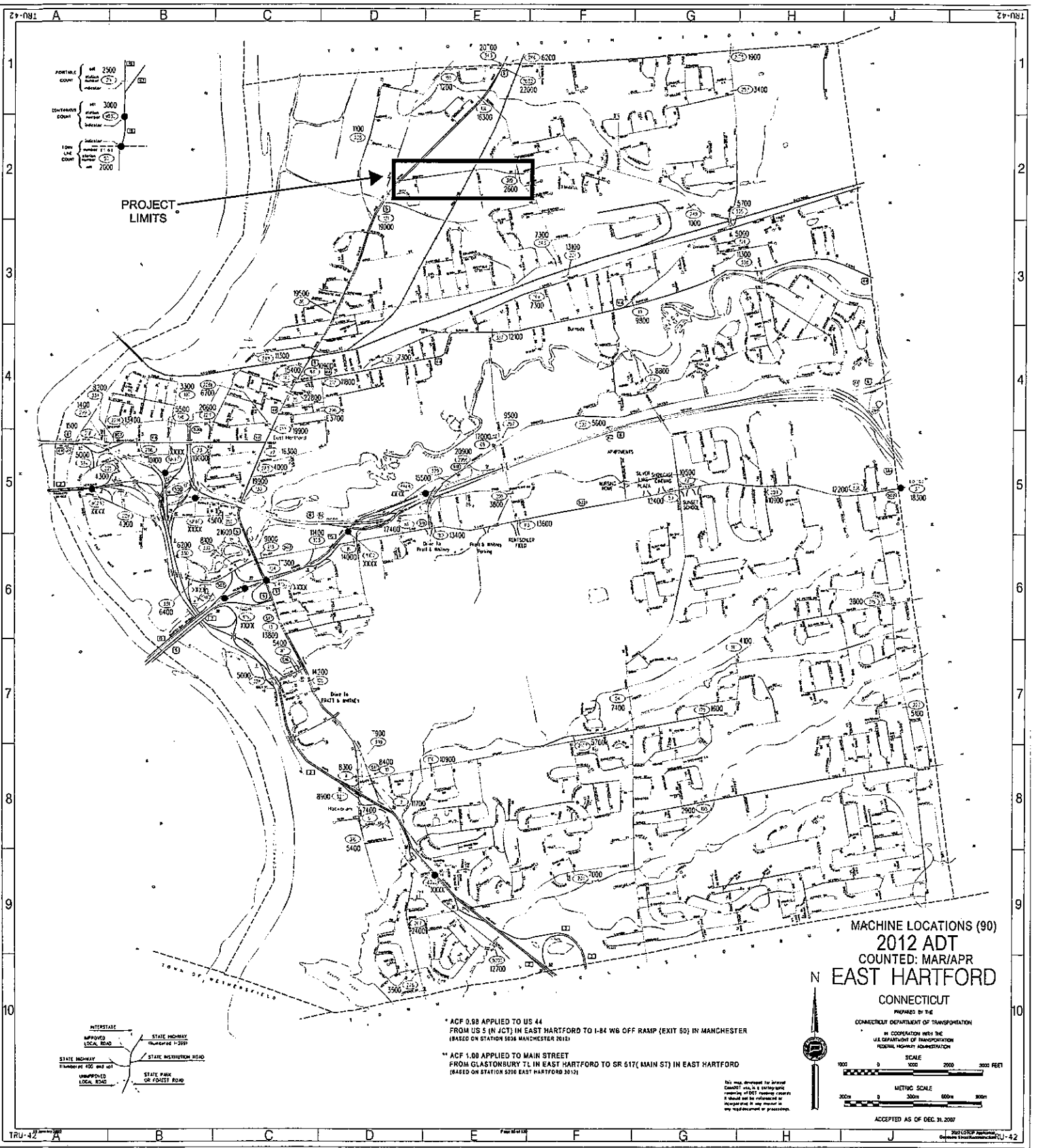
EAST HARTFORD, CONNECTICUT

DATE: 2016 SHEET:

SCALE: NTS 1 OF 1

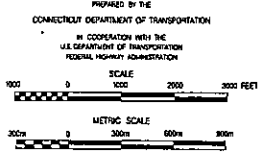
ATTACHMENT G-1  
TOWN OF EAST HARTFORD TRAFFIC COUNTS  
GOODWIN STREET  
RECONSTRUCTION PROJECT

\* Due to the COVID-19 pandemic, the Town was unable to capture accurate traffic information. Therefore, 2012 Department of Transportation data was used.



PROJECT LIMITS

MACHINE LOCATIONS (90)  
 2012 ADT  
 COUNTED: MAR/APR  
 EAST HARTFORD  
 CONNECTICUT



ACF 0.98 APPLIED TO US 44  
 FROM US 5 (N JCT) IN EAST HARTFORD TO I-84 WB OFF RAMP (EXIT 50) IN MANCHESTER  
 (BASED ON STATION 5036 MANCHESTER 2011)

ACF 1.00 APPLIED TO MAIN STREET  
 FROM GLASTONBURY TL IN EAST HARTFORD TO SR 517 (MAIN ST) IN EAST HARTFORD  
 (BASED ON STATION 220 EAST HARTFORD 2012)

This map developed for Internal  
 County use is a strategic  
 property of DOT. Funding sources  
 it should not be released or  
 reprinted in any manner or  
 by any department or process.

ACCEPTED AS OF DEC. 31, 2007

STATE OF CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 BUREAU OF POLICY AND PLANNING  
 PLANNING INVENTORY AND DATA

TRAFFIC RECORDER DATA

TOWN OF EAST HARTFORD	ROUTE							DIRECTION B
GOODWIN STREET - WEST OF SCHOOL STREET	SUN	MON	TUE	WED	THU	FRI	SAT	
DAY								
DATE	0	03/12/2012	03/13/2012	0	0	0	0	
TYPE								
HOUR								
	2012 ADT = 2600		ACF = NA					
	*****							
12A	0	0	20	0	0	0	0	
01A	0	0	10	0	0	0	0	
02A	0	0	7	0	0	0	0	
03A	0	0	7	0	0	0	0	
04A	0	0	11	0	0	0	0	
05A	0	0	33	0	0	0	0	
06A	0	0	122	0	0	0	0	
07A	0	0	196	0	0	0	0	
08A	0	212	0	0	0	0	0	
09A	0	125	0	0	0	0	0	
10A	0	110	0	0	0	0	0	
11A	0	116	0	0	0	0	0	
12P	0	166	0	0	0	0	0	
01P	0	159	0	0	0	0	0	
02P	0	192	0	0	0	0	0	
03P	0	273	0	0	0	0	0	
04P	0	218	0	0	0	0	0	
05P	0	191	0	0	0	0	0	
06P	0	157	0	0	0	0	0	
07P	0	125	0	0	0	0	0	
08P	0	86	0	0	0	0	0	
09P	0	77	0	0	0	0	0	
10P	0	46	0	0	0	0	0	
11P	0	28	0	0	0	0	0	
TOT	0	2281	406	0	0	0	0	

STATE OF CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 BUREAU OF POLICY AND PLANNING  
 PLANNING INVENTORY AND DATA

TRAFFIC RECORDER DATA

TOWN OF EAST HARTFORD	ROUTE							DIRECTION B
GOODWIN STREET - WEST OF SCHOOL STREET	SUN	MON	TUE	WED	THU	FRI	SAT	
DAY								
DATE	0	0	0	05/27/2009	05/28/2009	0	0	
TYPE								
HOUR								
	2009 ADT = 2800		ACF = NA					
	*****							
12A	0	0	0	0	17	0	0	
01A	0	0	0	0	10	0	0	
02A	0	0	0	0	5	0	0	
03A	0	0	0	0	8	0	0	
04A	0	0	0	0	11	0	0	
05A	0	0	0	0	36	0	0	
06A	0	0	0	0	162	0	0	
07A	0	0	0	0	198	0	0	
08A	0	0	0	245	0	0	0	
09A	0	0	0	136	0	0	0	
10A	0	0	0	157	0	0	0	
11A	0	0	0	128	0	0	0	
12P	0	0	0	199	0	0	0	
01P	0	0	0	182	0	0	0	
02P	0	0	0	191	0	0	0	
03P	0	0	0	268	0	0	0	
04P	0	0	0	218	0	0	0	
05P	0	0	0	267	0	0	0	
06P	0	0	0	233	0	0	0	
07P	0	0	0	152	0	0	0	
08P	0	0	0	148	0	0	0	
09P	0	0	0	89	0	0	0	
10P	0	0	0	64	0	0	0	
11P	0	0	0	30	0	0	0	
TOT	0	0	0	2707	447	0	0	

ATTACHMENT G-2

ACCIDENT DATA

SUPPLIED BY: UCONN CRASH REPOSITORY

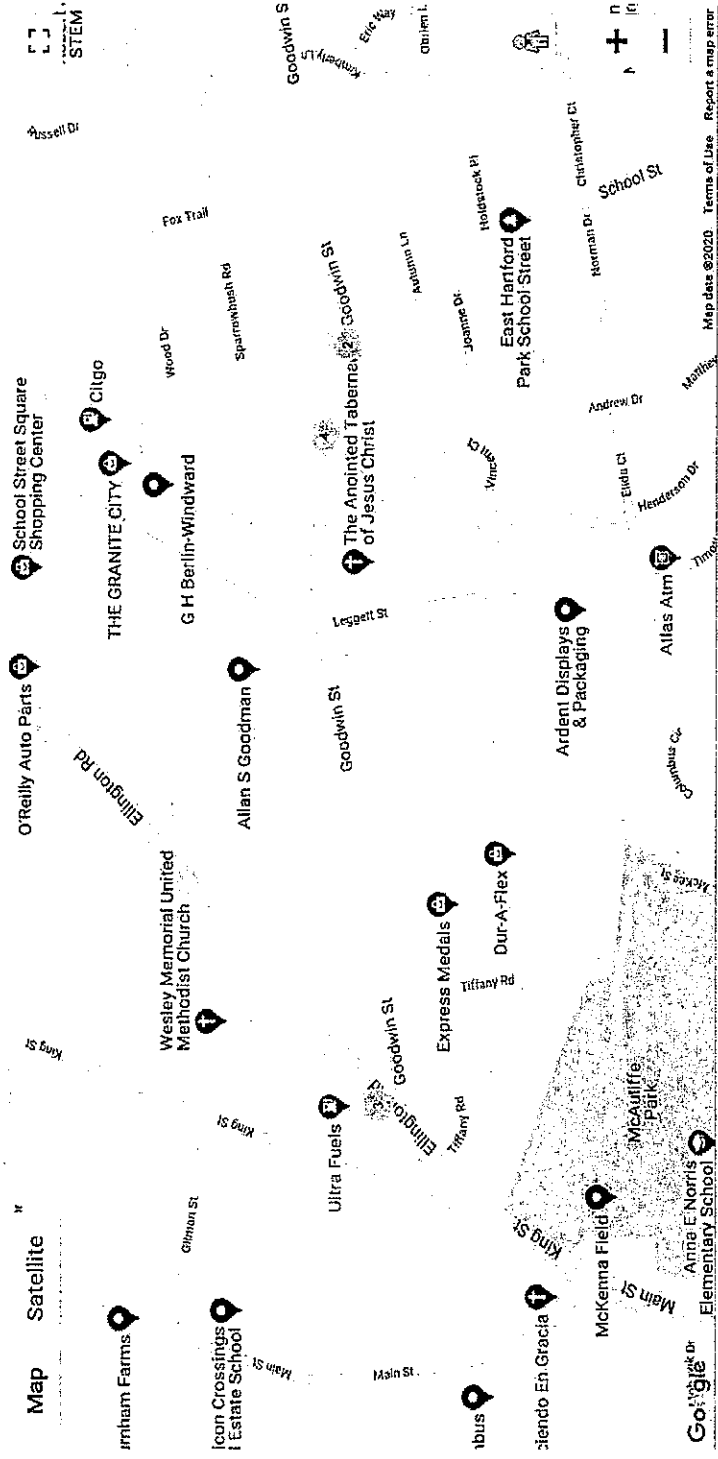
FROM: 01/01/2017 TO 03/15/2020

GOODWIN STREET

RECONSTRUCTION PROJECT

TOWN OF EAST HARTFORD, CONNECTICUT  
 ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS  
 VEHICLE CRASH DATA JANUARY 1, 2017 - MARCH 15, 2020  
 AT GOODWIN STREET (ELLINGTON ROAD - SCHOOL STREET)

CrashID	Date Of Crash	Time of Crash	Crash Severity	Milemarker	Roadway	Manner of Crash	Weather Condition	Light Condition	Road Surface Condition
392019	5/20/2017	15:55:00	Suspected Serious Injury	0.00	Goodwin St @ Ellington Road	Object	Clear	Daylight	Dry
603076	1/30/2019	8:12:00	Property Damage Only	0.00	Goodwin St @ Ellington Road	Front to rear	Clear	Daylight	Slush
670755	11/14/2018	18:43:00	Property Damage Only	0.05	Goodwin St @ Ellington Road	Front to rear	Clear	Dark-Not Lighted	Dry
349737	1/19/2017	13:53:00	Suspected Minor Injury	0.56	Goodwin St @ Joanne Drive	Object	Clear	Daylight	Dry
380219	1/19/2017	14:53:00	Property Damage Only	0.56	Goodwin St @ Joanne Drive	Object	Clear	Daylight	Mud, Dirt, Gravel
658312	7/6/2019	17:04:00	Property Damage Only	0.57	Goodwin St @ School Street	Unknown	Clear	Daylight	Dry
629786	4/25/2019	20:54:00	Property Damage Only	0.62	Goodwin St @ School Street	Front to rear	Clear	Dark-Lighted	Dry
393050	5/24/2017	6:47:00	Property Damage Only	0.65	Goodwin St @ School Street	Angle	Clear	Daylight	Dry
513946	3/7/2018	17:14:00	Property Damage Only	0.65	Goodwin St @ School Street	Angle	Snow	Dark-Lighted	Snow





**ATTACHMENT G-3**

**ELLINGTON ROAD AT GOODWIN STREET**

**TRAFFIC SIGNAL PLAN**

**SOURCE: CONNECTICUT DEPARTMENT OF TRANSPORTATION**

**GOODWIN STREET**

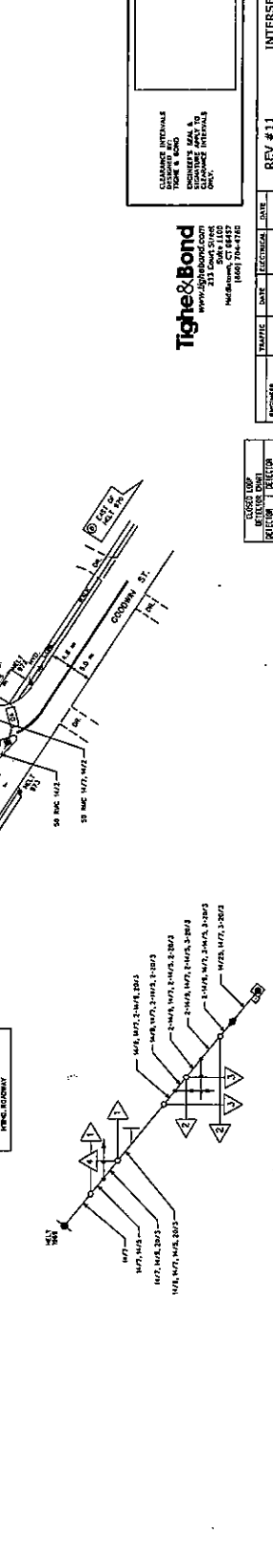
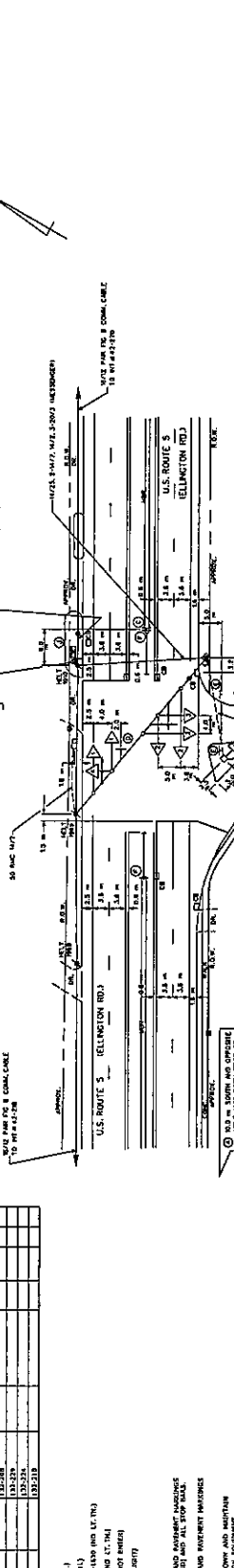
**RECONSTRUCTION PROJECT**

MOVEMENT DIAGRAM

PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8

PARAMETRIC SETTINGS

PARAMETER	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8
DELTA	0	0	0	0	0	0	0	0
RELEASE	0	0	0	0	0	0	0	0
START	0	0	0	0	0	0	0	0
STOP	0	0	0	0	0	0	0	0
DECEL	0	0	0	0	0	0	0	0
PRELIM	0	0	0	0	0	0	0	0
TRAIL	0	0	0	0	0	0	0	0
TRAIL	0	0	0	0	0	0	0	0
TRAIL	0	0	0	0	0	0	0	0
TRAIL	0	0	0	0	0	0	0	0



**Tighte & Bond**  
311 Canal Street  
Madison, CT 06449  
(860) 754-4742

ENGINEER	DATE	ELECTRICAL	DATE

PROJECT NO. 171-398	
SHEET NO. 171-398	
DATE 12/12/07	
PROJECT NAME EAST HARTFORD TRAFFIC CONTROL SIGNAL PLAN	
CLIENT U.S. ROUTE 5 (ELLINGTON RD) AT GOODMAN ST	
INTERSECTION #042-219	
ENERGY BY TOWN MAINT LEVEL 5	
SERVICES UNREGISTERED SERVICE	

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

NO.	REVISION	DATE

NOTES:

- 1. SEE PLAN FOR SIGNAL SETTINGS AND PHASING.
- 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

ATTACHMENT G-4  
POSTED SPEED LIMITS  
SOURCE: GOOGLE MAPS  
GOODWIN STREET  
RECONSTRUCTION PROJECT

\* Due to the COVID-19 pandemic, the Town was unable to capture accurate traffic information. Therefore, posted speed limits were used.

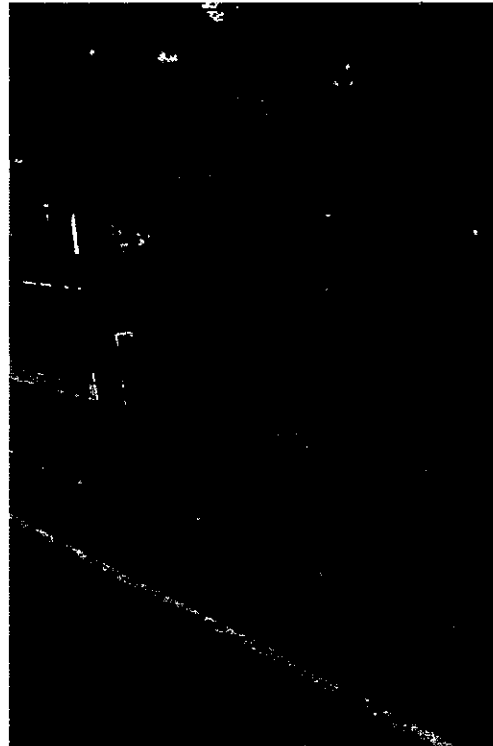
14 Goodwin Street (EB)



62 Goodwin Street (WB)



151 Goodwin Street (WB)



278 Goodwin Street (WB)

**ATTACHMENT J**  
**CONSTRUCTION COST ESTIMATE**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**

Construction Cost Estimate for LOTCIP Application  
 2022 CRCOG LOTCIP PROJECT SOLICITATION

**Goodwin Street Reconstruction / East Hartford**

**Major and Minor Contract Items**

Item No.	Item	Unit	Quantity	Unit \$	Total Cost
202529	Cut Bituminous Concrete Pavement	L.F.	226.52	\$ 3.00	\$ 679.56
219011	Sedimentation Control System @ Catch Basin	EA.	25.00	\$ 150.00	\$ 3,750.00
304002	Processed Aggregate Base	C.Y.	4,527.78	\$ 45.00	\$ 203,750.00
406002	Temporary Pavement	S.Y.	10,866.67	\$ 22.00	\$ 239,066.67
406170	HMA (0.25 to 1.0 inch) > 1,000 tons	Ton	4,373.83	\$ 110.00	\$ 481,121.67
506026	Segmented Retaining Wall	L.F.	604.75	\$ 15.00	\$ 9,071.27
507001	Type "C" Catch Basin	EA.	4.00	\$ 3,000.00	\$ 12,000.00
507006	Type "C" Catch Basin Top	EA.	25.00	\$ 1,200.00	\$ 30,000.00
651001	Bedding Material (100-1,000 cy)	C.Y.	700.00	\$ 50.00	\$ 35,000.00
751711	Underdrain 6"	L.F.	3,260.00	\$ 50.00	\$ 163,000.00
813001	5" Granite Stone Curbing	L.F.	6,102.98	\$ 45.00	\$ 274,633.88
813011	5" Granite Curved Stone Curbing	L.F.	417.02	\$ 54.50	\$ 22,727.85
921000	Concrete Sidewalk-5" (new sidewalk on west)	S.F.	749.83	\$ 15.00	\$ 11,247.47
921001	Concrete Sidewalk-5" (possible repairs)	S.F.	1,656.70	\$ 15.00	\$ 24,850.56
922501	Bituminous Concrete Driveway	S.Y.	1,160.18	\$ 40.00	\$ 46,407.16
924004	Concrete Driveway Ramp	S.Y.	47.83	\$ 110.00	\$ 5,260.77
944001	Furnish and Placing of Topsoil	S.Y.	1,875.70	\$ 7.00	\$ 13,129.93
1206092	Reset Sign	EA.	14.00	\$ 200.00	\$ 2,800.00
1210101	4" White Epoxy Resin Pavement Markings	L.F.	7,092.00	\$ 0.20	\$ 1,418.40
1210102	4" Yellow Epoxy Resin Pavement Markings	L.F.	6,662.66	\$ 0.20	\$ 1,332.53
1302061	Adjust Gate Box-Water	EA.	21.00	\$ 249.00	\$ 5,229.00
1302062	Adjust Gate Box-Gas	EA.	21.00	\$ 100.00	\$ 2,100.00
1403501	Reset Manhole-Sanitary	EA.	2.00	\$ 676.00	\$ 1,352.00
<b>Major Items Subtotal</b>					<b>\$ 1,589,929</b>
<b>Minor Items Subtotal (25% for all projects at the application phase)</b>		25	<b>% of Line "A"</b>		<b>\$ 397,482</b>
<b>Major and Minor Contract Items Subtotal (A + B)</b>					<b>\$ 1,987,411</b>

# Construction Cost Estimate for LOTCIP Application

## 2022 CROG LOTCIP PROJECT SOLICITATION

### Goodwin Street Reconstruction / East Hartford

#### Other Item Allowances

Clearing and Grubbing (suggested 0.5% - 2%)	1	% of Line "C"		\$ 19,874
M & P of Traffic (suggested 2% - 5%)	4	% of Line "C"		\$ 79,496
Mobilization and Project Closeout (suggested 3.5% - 10%)	6.5	% of Line "C"		\$ 129,182
Construction Surveying (suggested 0.5% - 3%)	1	% of Line "C"		\$ 19,874
<b>Other Items Subtotal</b>				<b>\$ 248,426</b>

<b>CONTRACT SUBTOTAL (C + D)</b>	<b>\$ 2,235,837</b>
----------------------------------	---------------------

#### Inflation Costs (Simple Method)

Date of Estimate	Jan-22	
Anticipated Bid Date	Feb-23	
Annual Inflation (3.5%; defaults to 0% for bid date < 1 yr)	3.5%	
<b>Inflation Subtotal</b>	<b>3.9%</b>	<b>of Line "E" \$ 86,080</b>

<b>TOTAL CONTRACT COST ESTIMATE (E + F) (Rounded to nearest \$1000)</b>	<b>\$ 2,322,000</b>
---	---------------------

LOTIP Project Costs Summary		
<b>Contract Cost Estimate (Line "G")</b>		<b>\$ 2,322,000</b>
Contingencies (10% FOR ALL PROJECTS - Do Not Revise)	10%	\$ 232,200
Incidentals (10% FOR ALL PROJECTS - Do Not Revise)	10%	\$ 232,200
Rights-of-Way (ROW)	LS	Enter Estimated ROW Costs→ \$ 100,000
Utility Adjustments (Limited to LOTCIP Participating Costs)	LS	Enter Estimated Utility Costs→ \$ 50,000
<b>TOTAL PROJECT COST</b>		<b>\$ 2,936,400</b>

<b>Funding Approved for the 2020 LOTCIP Application:</b>	<b>\$ 2,001,600</b>
<b>Funding Requested in the 2022 LOTCIP Application:</b>	<b>\$ 934,800</b>

**ATTACHMENT O**  
**GEOTECHNICAL ENGINEER RECOMMENDATIONS**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**



**Date:** May 21, 2020

**To:** Mr. Steven George, P.E.  
WSP USA, Inc.

**From:** Nathan L. Whetten, P.E., D.G.E. *NLW*  
Christopher J Tonzi, P.E.  
Freeman Cos., LLC

**Subject:** **Technical Memorandum**  
Geotechnical Engineering Recommendations  
Reconstruction of Goodwin Street  
East Hartford, CT

**File No.:** 2020-0411.1

## 1.0 INTRODUCTION

This technical memorandum presents our evaluation of subsurface conditions and geotechnical engineering recommendations for reconstruction of Goodwin Street in East Hartford, Connecticut. Recommendations for reconstruction of the pavement are provided herein.

We observed the pavement to be in poor condition. Subsurface conditions encountered in test borings include asphalt pavement, base course in most of the borings, and fill. The base course is free-draining, but the underlying fill is silty and not considered to be free-draining.

We recommend full-depth reconstruction of the roadway. Underdrains should be provided on each side of the road to drain water from the new base and subbase course layers. Our detailed roadway design recommendations follow.

## 1.2 Scope of Work

Freeman Companies, LLC performed the following tasks:

- Engaged a subsurface exploration contractor to conduct test borings at the site;
- Provided technical monitoring of the explorations;
- Arranged for a testing laboratory to conduct laboratory soil tests; and
- Evaluated the subsurface conditions and prepared this technical memorandum containing geotechnical design recommendations and construction considerations.

## 1.3 Authorization

The work was completed in accordance with our agreement and Task Order dated April 23, 2020.

## **Geotechnical Engineering Recommendations**

Reconstruction of Goodwin Street

East Hartford, Connecticut

May 21, 2020

### **2.0 PROJECT AND SITE DESCRIPTION**

#### **2.1 Project Description**

The project will consist of reconstruction of approximately 3,400 feet of Goodwin Street.

#### **2.2 Site Description**

The Goodwin Street pavement is in poor condition. We observed the following indications of pavement distress:

- Potholes;
- Cracks;
- Ruts and cracks along wheel-paths;
- Uneven pavement surface;
- Patches from utility construction;
- Water ponded against the asphalt curb in some areas;
- Asphalt curb pieces on the side of the road that appear to have been displaced by snowplows.

Most of the pavement distress items are indications of base failure.

### **3.0 SUBSURFACE EXPLORATIONS**

#### **3.1 Test Borings**

Eleven test borings (R-1 to R-11) were completed by Seaboard Drilling, Inc., of Chicopee, Massachusetts on May 8, 2020 with a truck-mounted drill rig. Borings were advanced by augering through the pavement and then driving a 24-inch-long, 2-3/8 inch I.D. split-spoon sampler with a 140-pound-hammer dropped 30 inches. Each boring was terminated at a predetermined depth of 2.5 feet.

Exploration locations were determined by taping from existing site features, and are shown on Figures 2A to 2C. A Freeman Companies geotechnical engineer observed the drilling and prepared the field boring logs with soil descriptions based on visual observation of the samples. Test boring logs are included in Appendix A and locations are shown on Figures 2A to 2C, Subsurface Exploration Location Plan.

#### **3.2 Laboratory Testing**

Laboratory tests were performed to aid in classification and determination of engineering properties. Laboratory testing consisted of ten grain size distribution analyses; five on samples of the base course, and five on samples of the underlying fill. Tests were performed by Geotesting Express of Acton, Massachusetts. Results of laboratory testing are included in Appendix B.

## Geotechnical Engineering Recommendations

Reconstruction of Goodwin Street

East Hartford, Connecticut

May 21, 2020

### 4.0 Subsurface Conditions

Subsurface conditions encountered in the explorations include Asphalt, Base Course, and Fill, as described below. Subsurface data are summarized on the attached Table I.

THICKNESS (FT)	GENERALIZED DESCRIPTION
0.25 to 0.5	<b>Asphalt Pavement</b> – The asphalt pavement was 3 to 6 inches thick.
0.25 to 1.0	<b>Base Course</b> —Base course was encountered in eight of the eleven test borings. Materials observed ranged from dark brown coarse to fine GRAVEL, little coarse to fine sand, trace silt; to coarse to fine GRAVEL and coarse to fine SAND, trace silt.
Greater than 2.3	<b>Fill</b> – Fill was encountered in each test boring and typically appeared to be dark brown coarse to fine SAND and SILT. A few of the samples were brown coarse to fine SAND, trace silt.

**Groundwater** – Groundwater was not encountered within the test borings, which penetrated only to a maximum depth of 2.5 feet. Water levels are expected to vary with season, precipitation, temperature, and other factors.

### 5.0 GEOTECHNICAL ENGINEERING RECOMMENDATIONS

#### 5.1 Pavement Evaluation

Pavement distress along Goodwin Street consists primarily of cracks, potholes, and ruts (with some cracks) along wheel paths. This type of deterioration is typically a sign of base failure, which can be exacerbated by inadequate drainage and seasonal frost action.

A distinct base course layer was encountered below the pavement in eight of the eleven test borings. Grain size distribution analyses indicated fines contents (silt and clay-size particles) between 3 and 7 percent, which indicates that the base course is a free-draining material. Grain size analyses performed on samples of the underlying fill indicated fines contents from 6 to 37 percent, which indicates the fines content of the fill is highly variable and primarily a non-free-draining material. The high fines content indicates that the fill does not allow water to drain from the base, which leaves the soil subject to freeze thaw cycles and accelerated deterioration of the pavement.

Considering the non-free-draining nature of the fill immediately below the base course, lack of drainage is the primary factor contributing to pavement deterioration.

#### 5.2 Recommended Pavement Section

The following pavement section is recommended:

**Geotechnical Engineering Recommendations**

Reconstruction of Goodwin Street

East Hartford, Connecticut

May 21, 2020

---

<b>Material</b>	<b>Thickness (in.)</b>
HMA S0.5 (Placed in two equal lifts, Form 818 Table M.04.02-2)	3
HMA S1.0 (Form 818 Table M.04.02-2)	4
Base (Form 818 M.05.01, Processed Aggregate Base)	3
Subbase (Form 818 M.02.02, Subbase)	12

---

The recommended pavement section is based on "AASHTO Guide for Design of Pavement Structures", 1993, and the following parameters:

- Urban Collector Average Daily Traffic (ADT) of 3,000 vehicles per day (VPD);
- Six percent heavy vehicles
- U.S. Climatic Region II
- "Fair" Quality of Roadbed Material
- Initial Serviceability ( $p_o$ ) = 4.2 (AASHTO Road Test)
- Terminal Serviceability ( $p_t$ ) = 3.0
- Reliability 95% (AASHTO Pavement Design Task Force)
- Standard Deviation 0.35

Based on the above parameters and the criteria established in the referenced AASHTO design guide, we estimate a service life of 20 years.

The recommended pavement section meets current design standards and its pavement section is generally consistent with the Town of East Hartford standard pavement for an Urban Collector roadway.

Subgrade soils are expected to be non-free-draining. We recommend that underdrains be provided on each side of the road to drain water that accumulates within the base and subbase. Underdrains should consist of perforated pipes surrounded by crushed stone (Form 818 M.01.01, No. 6), with geotextile fabric around the crushed stone. Underdrains should be placed such that underdrain pipe and surrounding crushed stone are at least 6 inches below the bottom of the subbase layer.

**6.0 CONSTRUCTION CONSIDERATIONS**

**6.1 Excavation**

Conventional heavy construction equipment should be suitable for excavation of existing soil materials. Excavation should conform to OSHA excavation regulations contained in 29 CFR Part 1926, latest edition, but should be confirmed at the time of excavation.

## **Geotechnical Engineering Recommendations**

Reconstruction of Goodwin Street

East Hartford, Connecticut

May 21, 2020

### **6.2 Subgrade Preparation**

Subgrades in most areas will consist of existing fill. Prior to placing new subbase materials, the subgrade should be compacted with a minimum 10 passes of a large ride-on 10-ton vibratory drum roller (in open excavations) or six passes of a large reversible, walk-behind vibratory compactor capable of exerting a minimum force of 2,000 pounds (in trenches). Note that the Metropolitan District requires static compaction without vibration within three feet above MDC facilities when compacting fill over the MDC facilities. Compacting fill with vibration is acceptable more than three feet over MDC facilities.

The fill is expected to contain a significant amount of silt and will be easily disturbed when wet. This disturbance may result in rutting and unstable surfaces. Subgrades that are soft or yielding should be over-excavated and replaced with granular fill. If the subgrade cannot be stabilized, the use of geogrid may be required.

### **6.3 Dewatering**

Temporary excavation dewatering likely won't be necessary for roadway reconstruction portions of the work. However, excavation dewatering may be required for deeper structures such as manholes. Open pumping from sumps located in the bottom of excavation appears feasible. Infiltration due to surface runoff or water from other sources should be anticipated. Dewatering should be discharged according to federal, state, and local regulations. Surface water entering the construction area should be diverted away from excavations.

### **6.4 Reuse of Existing Soils**

Existing subsurface materials, excluding organic materials, may be re-used as embankment fill, provided they are environmentally suitable for reuse, free of organics, debris, stones greater than two thirds the lift thickness in diameter, or other unsuitable material, and the material is placed to the required degree of compaction. The existing base course may be suitable for reuse as base or subbase, however, it may not be practical to discretely recover these materials during demolition of the existing pavement. The fill is not expected to be suitable for reuse as base or subbase due to high fines content. Construction-phase gradation testing should be required to confirm the suitability of existing all materials for reuse.

## **7.0 FUTURE SERVICES AND LIMITATIONS**

We recommend that Freeman Companies be engaged during construction to:

- Observe preparation of subgrades;
- Verify that soil conditions exposed in excavations are in general conformance with design assumptions; and
- Verify that the geotechnical aspects of construction are consistent with the project specifications.

This report was prepared for the exclusive use of WSP USA and the project design team. The recommendations provided herein are based on the project information provided at the time of this report and may require modification if there are any changes in the nature, design, location or alignment of the roadway or structures.

## **Geotechnical Engineering Recommendations**

Reconstruction of Goodwin Street

East Hartford, Connecticut

May 21, 2020

The recommendations in this report are based in part on the data obtained from the subsurface explorations. The nature and extent of variations between explorations may not become evident until construction. If variations from the anticipated conditions are encountered, it may be necessary to revise the recommendations in this report.

Our professional services for this project have been performed in accordance with generally accepted engineering practices; no warranty, expressed or implied, is made.

### **Attachments:**

Table 1 – Summary of Subsurface Data

Figure 1 – Site Location Map

Figure 2A, 2B, 2C – Subsurface Exploration Location Plan

Site Photos

Appendix A - Test Boring Logs

Appendix B - Results of Laboratory Testing

Reconstruction of Goodwin Street  
East Hartford, Connecticut

Table 1  
Subsurface Data

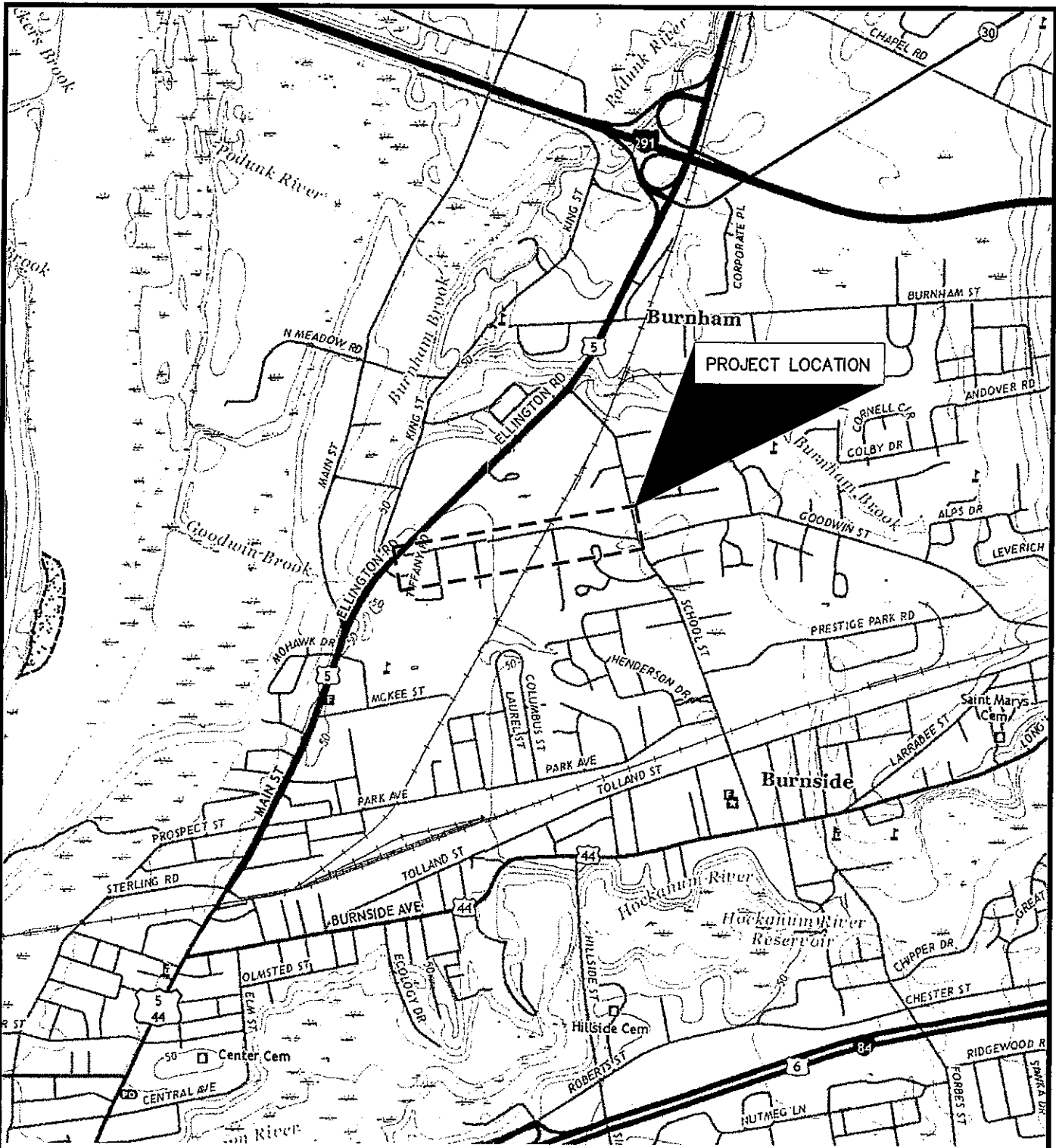
Boring No.	Depth (ft.)	Thickness (ft.)			Groundwater <sup>2</sup>	
		Pavement	Base	Fill	Depth (ft.)	Depth (ft.)
R-1	2.5	0.5	0.3	>1.7	NE	NE
R-2	2.5	0.25	NE	>2.3	NE	NE
R-3	2.5	0.42	NE	>2.1	NE	NE
R-4	2.5	0.33	0.3	>1.9	NE	NE
R-5	2.5	0.33	0.5	>1.7	NE	NE
R-6	2.5	0.5	0.8	>1.2	NE	NE
R-7	2.5	0.5	1.0	>1.0	NE	NE
R-8	2.5	0.5	NE	>2.0	NE	NE
R-9	2.5	0.33	0.25	>1.9	NE	NE
R-10	2.5	0.25	0.5	>1.8	NE	NE
R-11	2.5	0.25	0.5	>1.8	NE	NE

Notes:

1. ">" - Greater Than "NE" - Stratum Not Encountered
2. Groundwater levels are approximate and were measured at the time of drilling, and may not accurately represent static conditions.

**FIGURES**





USGS QUADRANGLE MAP  
 EAST HARTFORD, CONNECTICUT  
 DATE 2018



**FREEMAN**  
 COMPANIES

LAND DEVELOPMENT • ENGINEERING DESIGN • CONSTRUCTION SERVICES  
 36 JOHN STREET  
 HARTFORD, CT 06106  
 WWW.FREEMANCOS.COM  
 TEL: (860) 251-9550  
 FAX: (860) 986-7161

ELEVATE YOUR EXPECTATIONS  
 18 January 2022

**SITE LOCATION MAP**  
 REHABILITATION OF GOODWIN STREET  
 EAST HARTFORD, CONNECTICUT

DRAFTED:  
 CHECKED:  
 APPROVED:  
 SCALED:  
 PROJECT NO.:  
 DATE:

T.T.  
 N.W.  
 N.W.  
 1"=2000'  
 2020-0411.1  
 05/13/2020

SHEET NO.

**FIGURE 1**

Freeman Companies, LLC. R:\2020\2020-0411.1 Goodwin St\_E\_Hartford\_MSP\_V043\Figure 1 - Road.dwg May 13, 2020 - 3:53pm Plotted By: lla

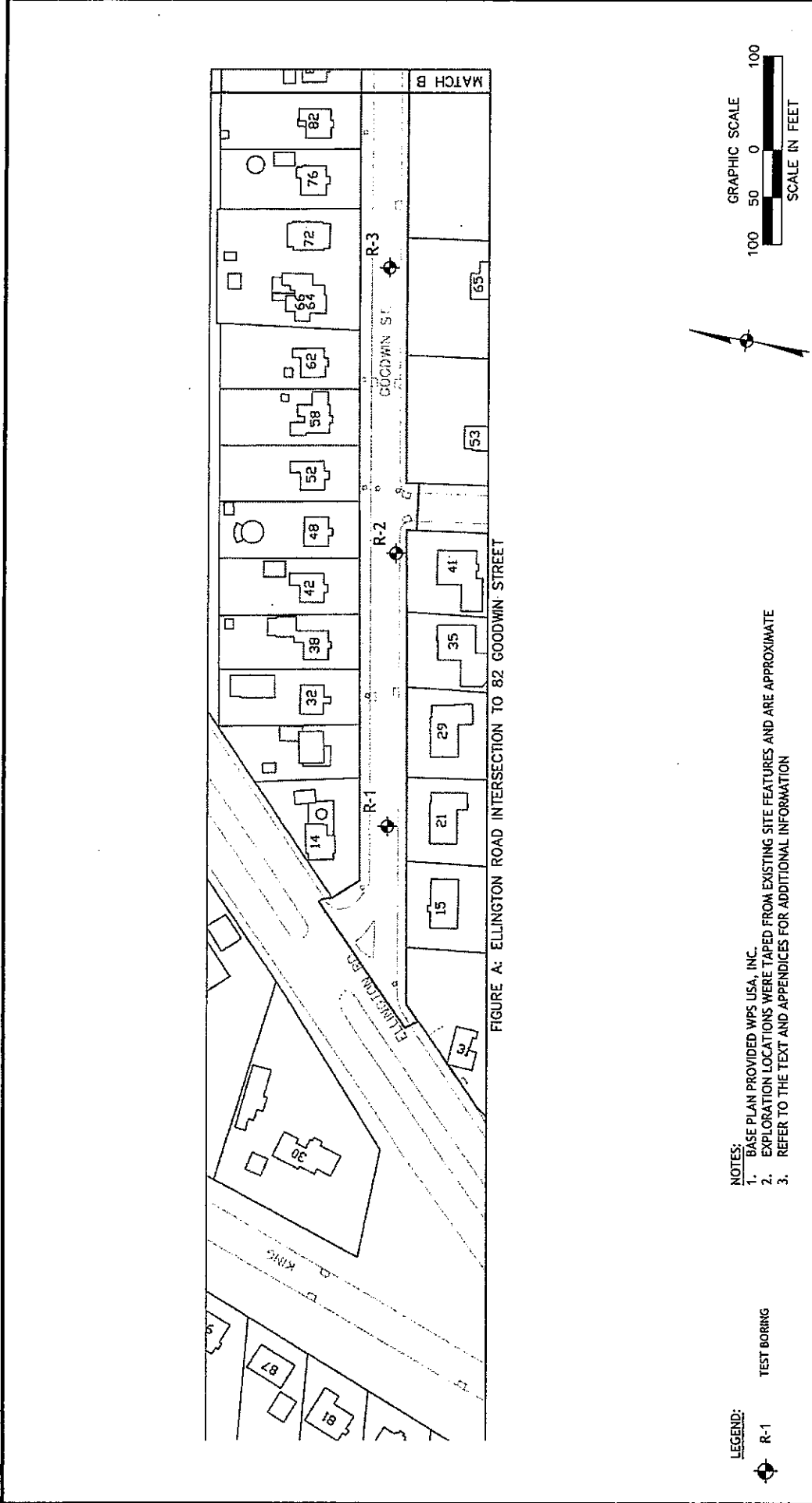


FIGURE A: ELLINGTON ROAD INTERSECTION TO 82 GOODWIN STREET

- LEGEND:**
- TEST BORING
  - R-1
  - R-2
  - R-3
- NOTES:**
1. BASE PLAN PROVIDED WPS USA, INC.
  2. EXPLORATION LOCATIONS WERE TAPED FROM EXISTING SITE FEATURES AND ARE APPROXIMATE
  3. REFER TO THE TEXT AND APPENDICES FOR ADDITIONAL INFORMATION

## SUBSURFACE EXPLORATION LOCATION PLAN

### REHABILITATION OF GOODWIN STREET EAST HARTFORD, CONNECTICUT

**FREEMAN COMPANIES**  
LAND RECONSTRUCTION • ENVIRONMENTAL SERVICES • CIVIL ENGINEERING • SURVEYING

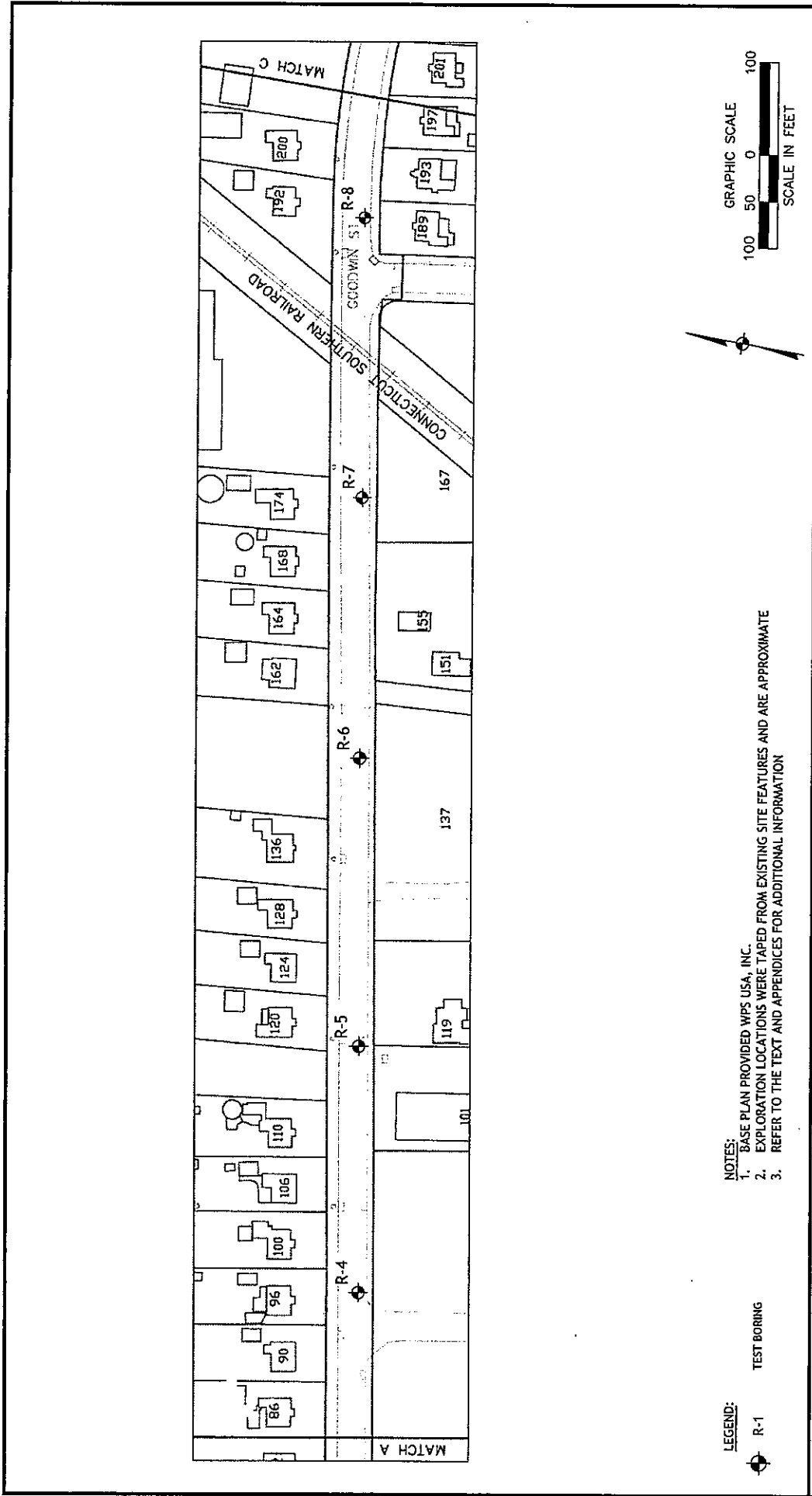
FREEMAN COMPANIES, LLC  
 31 JOHN STREET  
 HARTFORD, CT 06103  
 WWW.FREEMANCO.COM  
 TEL: 860.234.8444  
 FAX: 860.234.7741

ELEVATE YOUR EXPECTATIONS

<b>DRAWN:</b>	T.T.	SHEET NO.	<b>FIGURE 2A</b>
<b>CHECKED:</b>	N.W.	<b>APPROVED:</b>	
<b>SCALE:</b>	1"=100'	<b>PROJECT NO.:</b>	2020-0411.1
		<b>DATE:</b>	05/13/2020

No.	Date	Description

THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC



- LEGEND:**
- R-1 TEST BORING
- NOTES:**
1. BASE PLAN PROVIDED WPS USA, INC.
  2. EXPLORATION LOCATIONS WERE TAPED FROM EXISTING SITE FEATURES AND ARE APPROXIMATE
  3. REFER TO THE TEXT AND APPENDICES FOR ADDITIONAL INFORMATION

**SUBSURFACE EXPLORATION LOCATION PLAN**  
**REHABILITATION OF GOODWIN STREET**  
**EAST HARTFORD, CONNECTICUT**

SHEET NO. **FIGURE 2B**

T.T. \_\_\_\_\_  
 N.W. \_\_\_\_\_  
 N.W. \_\_\_\_\_  
 SCALE: 1"=10'  
 PROJECT NO.: 2020-0411.1  
 DATE: 05/13/2020

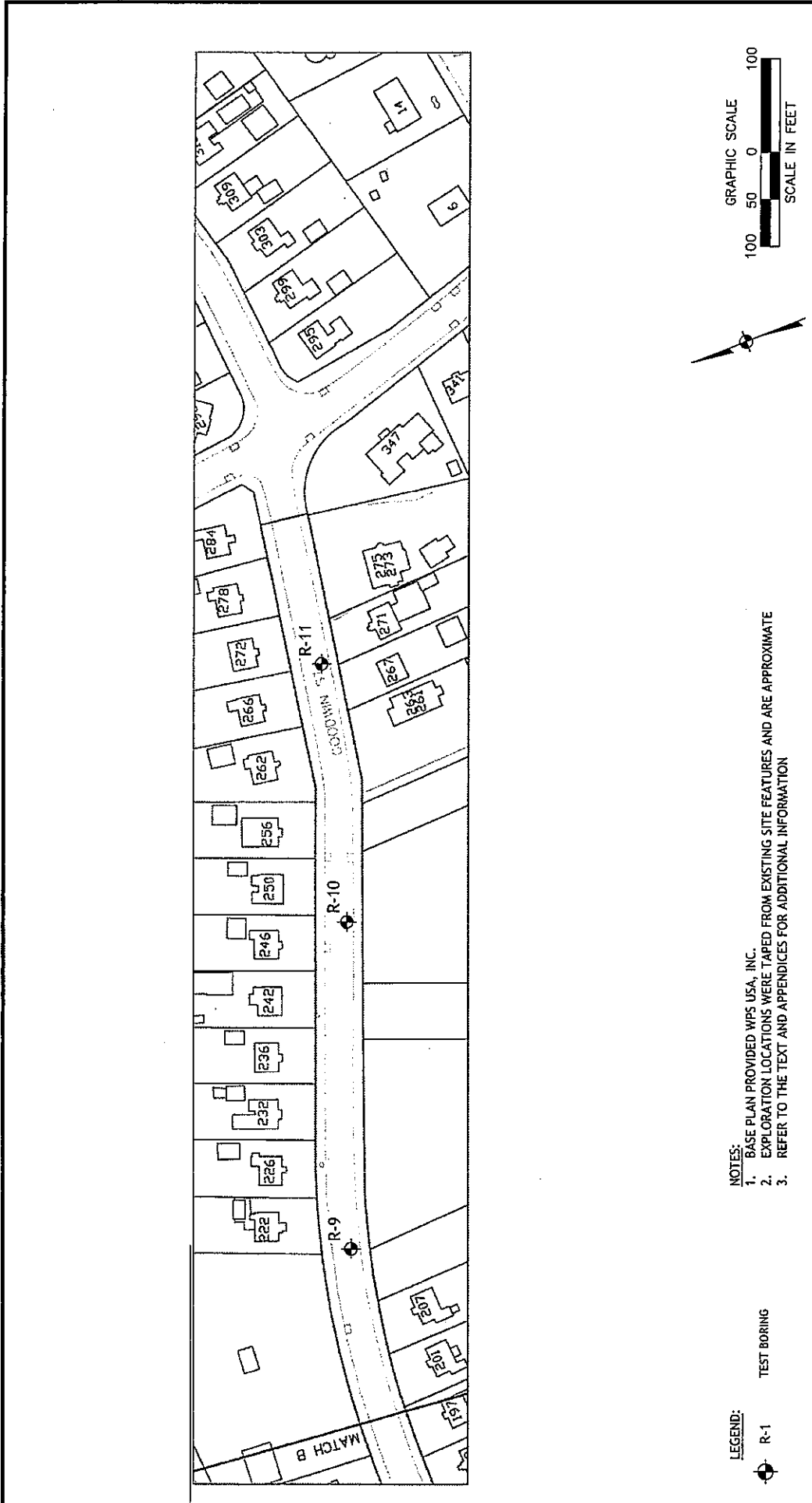
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**FREEMAN COMPANIES**  
 FREEMAN COMPANIES, LLC  
 30 BIRCH STREET  
 HARTFORD, CT 06103  
 TEL: (860) 271-1990  
 TEL: (860) 271-1991  
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REVISIONS

No.	Date	Description

Freeman Companies, LLC - R:\2020\2020-0411.1 Goodwin St, Hartford, MSF\DWG\Fig 2 - Roadway May 13, 2020-1:20pm Plotted By: lto



**SUBSURFACE EXPLORATION LOCATION PLAN**  
**REHABILITATION OF GOODWIN STREET**  
**EAST HARTFORD, CONNECTICUT**

**FREEMAN COMPANIES**  
 375 MAIN STREET  
 HARTFORD, CT 06115  
 WWW.FREEMAN.CO  
 TOLL FREE 800-543-5141  
 FAX 860-526-7151  
 ELEVATE YOUR EXPECTATIONS  
 FREEMAN COMPANIES, LLC  
 THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC

No.	Date	Description

**REVISIONS**  
 T.T. N.W. 11/11/20  
 N.W. N.W. 11/11/20  
 SCALE: 1"=100'  
 PROJECT NO.: 2020-0411.1  
 DATE: 05/13/2020  
 SHEET NO. **FIGURE 2C**

**SITE PHOTOS**



Photo 1: Potholes, Patches, Cracking



Photo 2: Potholes, Patches, Cracks



**Photo 3: Rutting and Cracks along Wheel Path**





Photo 4: Crack along Centerline

**APPENDIX A**

**TEST BORING LOGS**

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-1
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches	Pen. (in.)	Rec. (in.)	RQD %			
0						Asphalt	Pavement (6")	
						Base	Dark brown c-f GRAVEL, some c-f sand, little silt, (Gravel Base 4")	
						Fill		
	S-1	18 19 13 11	24	20			Brown c-f SAND, trace silt (with light brown sand layers 2")	
							END OF BORING 2.5ft	
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: 2.5ft Rock: ft	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-2
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (3")	
						Fill		
	S-1	6	5	4	6	24	18	Dark brown c-f SAND and SILT
								Brown c-f SAND, little silt
								END OF BORING 2.5ft
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: 2.5ft Rock: ft	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-3
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (5")	
						Fill		
	S-1	9	11	9	9	24	22	
							Brown to light brown c-f SAND, little silt, trace f-gravel, with few pavement pieces at top of spoon	
							END OF BORING 2.5ft	
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: _____ Rock: _____	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-4
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	
Project Description: Rehabilitation of Goodwin Street			

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (4")	
						Base	Brown c-f GRAVEL and c-f SAND, trace silt (Gravel Base 4")	
						Fill		
	S-1	14	10	9	10	24	22	Brown c-f SAND, some silt
5							END OF BORING 2.5ft	

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1	No. of Core Runs: ---	

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-5
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (4")	
						Base	Brown c-f GRAVEL and c-f SAND, trace silt (Gravel Base 6")	
						Fill		
	S-1	22	13	8	7	24	20	Brown to dark brown c-f SAND, some silt
5							END OF BORING 2.5ft	

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-6
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (6")	
						Base	Brown c-f GRAVEL and c-f SAND, trace silt (Gravel Base 10")	
	S-1	23	21	12	13	24		20
						Fill	Brown c-f SAND, little silt	
							END OF BORING 2.5ft	
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1	No. of Core Runs: ---	SM-001-M REV. 1/02



Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-7
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (6")	
						Base	Brown to dark c-f GRAVEL, little c-f sand, trace silt (Gravel base 12")	
	S-1	14	14	13	13	24		20
						Fill	Brown c-f SAND, little silt	
							END OF BORING 2.5ft	
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-8
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (6")	
						Fill	Dark brown c-f SAND, some silt	
	S-1	10	14	7	7	24	22	
							Brown c-f SAND, little silt	
							END OF BORING 2.5ft	
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-9
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (4")	
						Base	Brown c-f SAND, little c-f gravel, trace silt, (Gravel base 3")	
						Fill		
	S-1	14	11	9	9	24	22	Brown c-f SAND, trace f-gravel, trace silt
								END OF BORING 2.5ft
5								

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-10
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Pavement (3")	
						Base	Dark brown c-f GRAVEL and c-f SAND, trace silt (Gravel base 6")	
						Fill		
	S-1	21	13	10	6	24	22	Brown c-f SAND, little silt
5							END OF BORING 2.5ft	

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

Total Penetration in Earth: Rock:	NOTES:	Sheet 1 of 1
No. of Soil Samples: 1 No. of Core Runs: ---		

Driller: D. Griffen	<b>Connecticut DOT Boring Report</b>		Hole No.: R-11
Inspector: T. Ta	Town: East hartford	Stat./Offset:	
Engineer: N. Whetten	Project No.: 2020-0411.1	Northing:	
Start Date: 5-8-20	Route No.: Goodwin Street	Easting:	
Finish Date: 5-8-20	Bridge No.:	Surface Elevation:	

Project Description: Rehabilitation of Goodwin Street

Casing Size/Type:	Sampler Type/Size: 2-3/8 inch ID	Core Barrel Type:
Hammer Wt.: Fall: in.	Hammer Wt.: 140 Fall: 30in.	

Groundwater Observations:

Depth (ft)	SAMPLES					Generalized Strata Description	Material Description and Notes	Elevation (ft)
	Sample Type/No.	Blows on Sampler per 6 inches						
0						Asphalt	Asphalt (3")	
						Base	Dark brown c-f GRAVEL and c-f SAND, trace silt (Gravel base 6")	
						Fill		
	S-1	16	13	9	13	24	22	Brown c-f SAND, trace silt
5							END OF BORING 2.5ft	

Sample Type: S = Split Spoon C = Core UP = Undisturbed Piston V = Vane Shear Test  
 Proportions Used: Trace = 1 - 10%, Little = 10 - 20%, Some = 20 - 35%, And = 35 - 50%

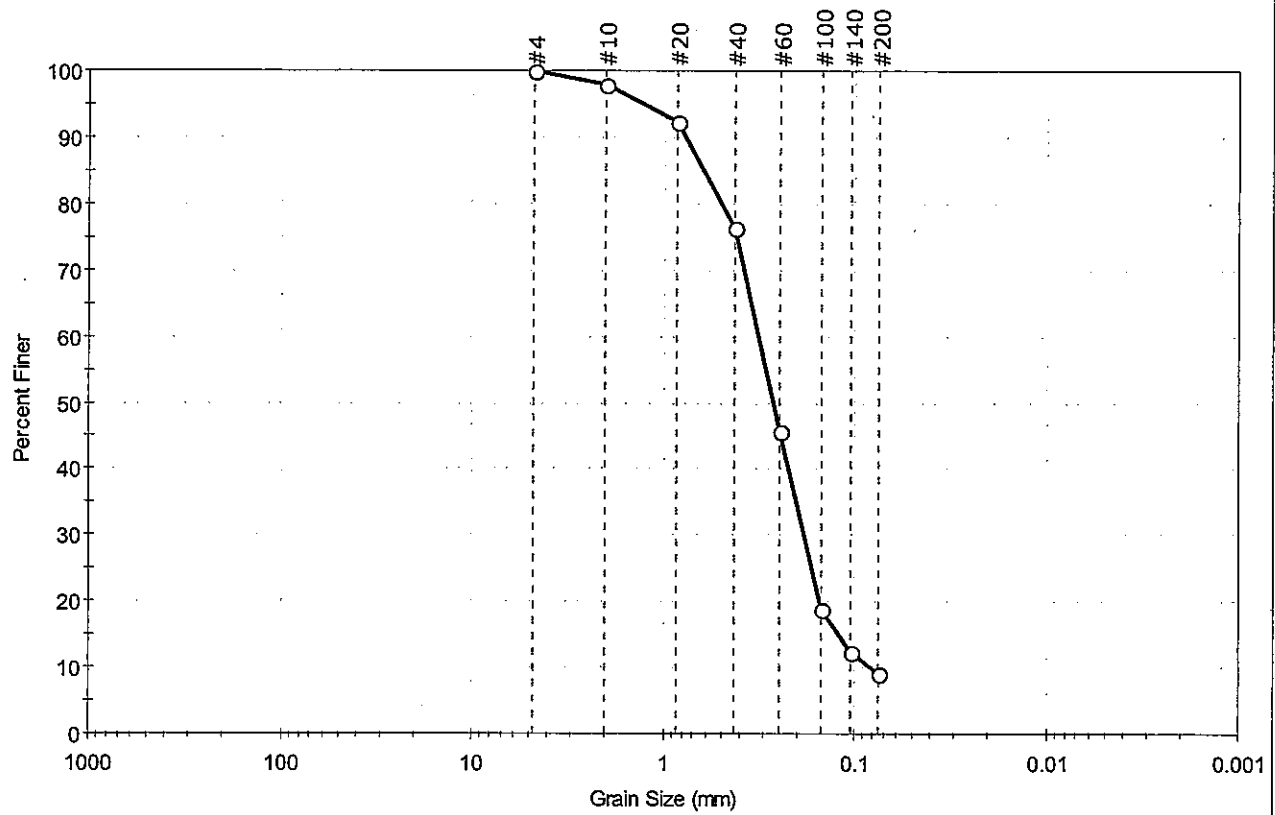
Total Penetration in	NOTES:	Sheet 1 of 1
Earth: Rock:		
No. of Soil Samples: 1 No. of Core Runs: ---		

**APPENDIX B**  
**RESULTS OF LABORATORY TESTING**



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-1	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	0.5-2.5	Test Id:	557319
Test Comment:	---		
Visual Description:	Moist, yellowish brown sand with silt		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	90.8	9.2

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	98		
#20	0.85	92		
#40	0.42	76		
#60	0.25	46		
#100	0.15	19		
#140	0.11	12		
#200	0.075	9.2		

Coefficients	
D <sub>85</sub> = 0.6182 mm	D <sub>30</sub> = 0.1852 mm
D <sub>60</sub> = 0.3200 mm	D <sub>15</sub> = 0.1215 mm
D <sub>50</sub> = 0.2691 mm	D <sub>10</sub> = 0.0819 mm
C <sub>u</sub> = 3.907	C <sub>c</sub> = 1.309

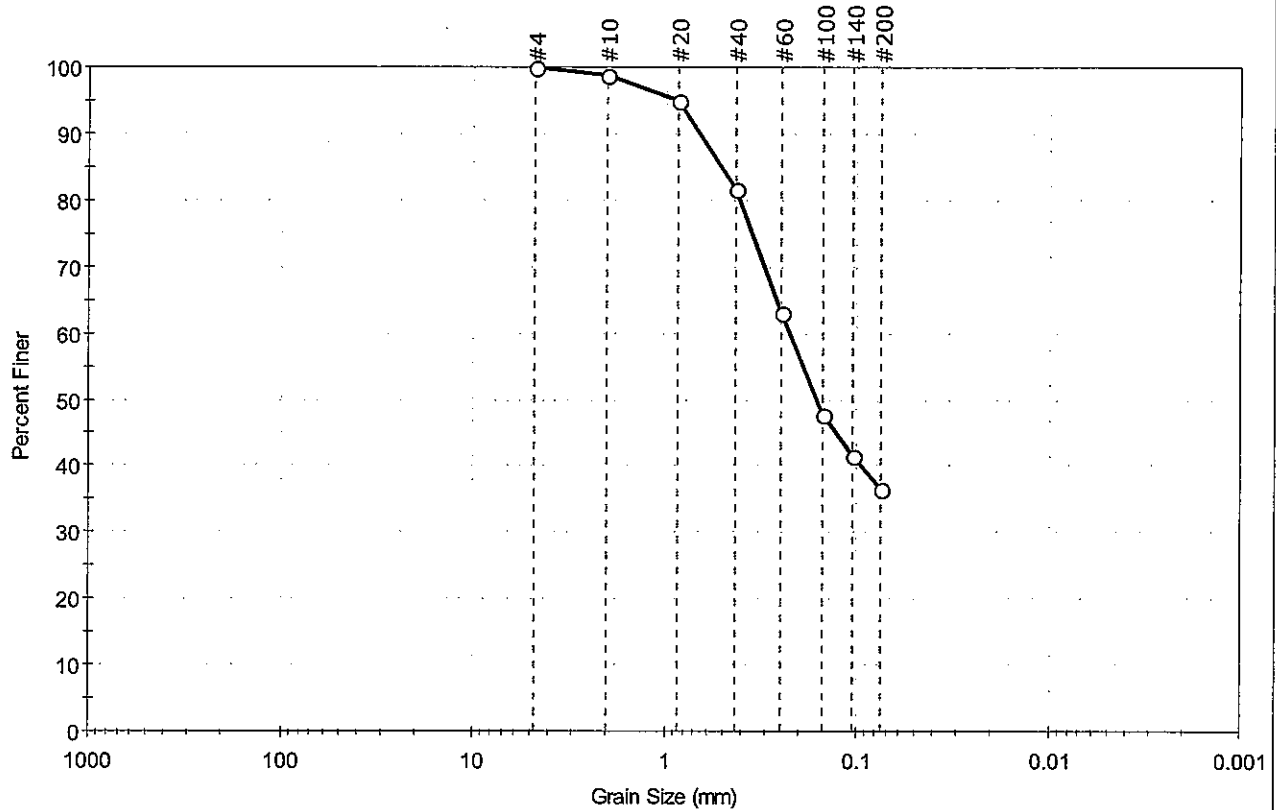
Classification	
ASTM	N/A
AASHTO	Fine Sand (A-3 (1))

Sample/Test Description
Sand/Gravel Particle Shape : ---
Sand/Gravel Hardness : ---



Client:	Freeman Companies, LLC		Project No:	GTX-311752
Project:	Rehab. of Goodwin Street		Tested By:	ckg
Location:			Checked By:	emm
Boring ID:	R-2	Sample Type:	bag	
Sample ID:	S-1	Test Date:	05/13/20	
Depth :	0.5-1.5	Test Id:	557320	
Test Comment:	---			
Visual Description:	Moist, dark yellowish brown silty sand			
Sample Comment:	---			

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	63.4	36.6

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	99		
#20	0.85	95		
#40	0.425	82		
#60	0.25	63		
#100	0.15	48		
#140	0.106	42		
#200	0.075	37		

Coefficients	
D <sub>85</sub> = 0.5061 mm	D <sub>30</sub> = N/A
D <sub>60</sub> = 0.2254 mm	D <sub>15</sub> = N/A
D <sub>50</sub> = 0.1616 mm	D <sub>10</sub> = N/A
C <sub>u</sub> = N/A	C <sub>c</sub> = N/A

Classification	
ASTM	N/A
AASHTO	Silty Soils (A-4 (0))

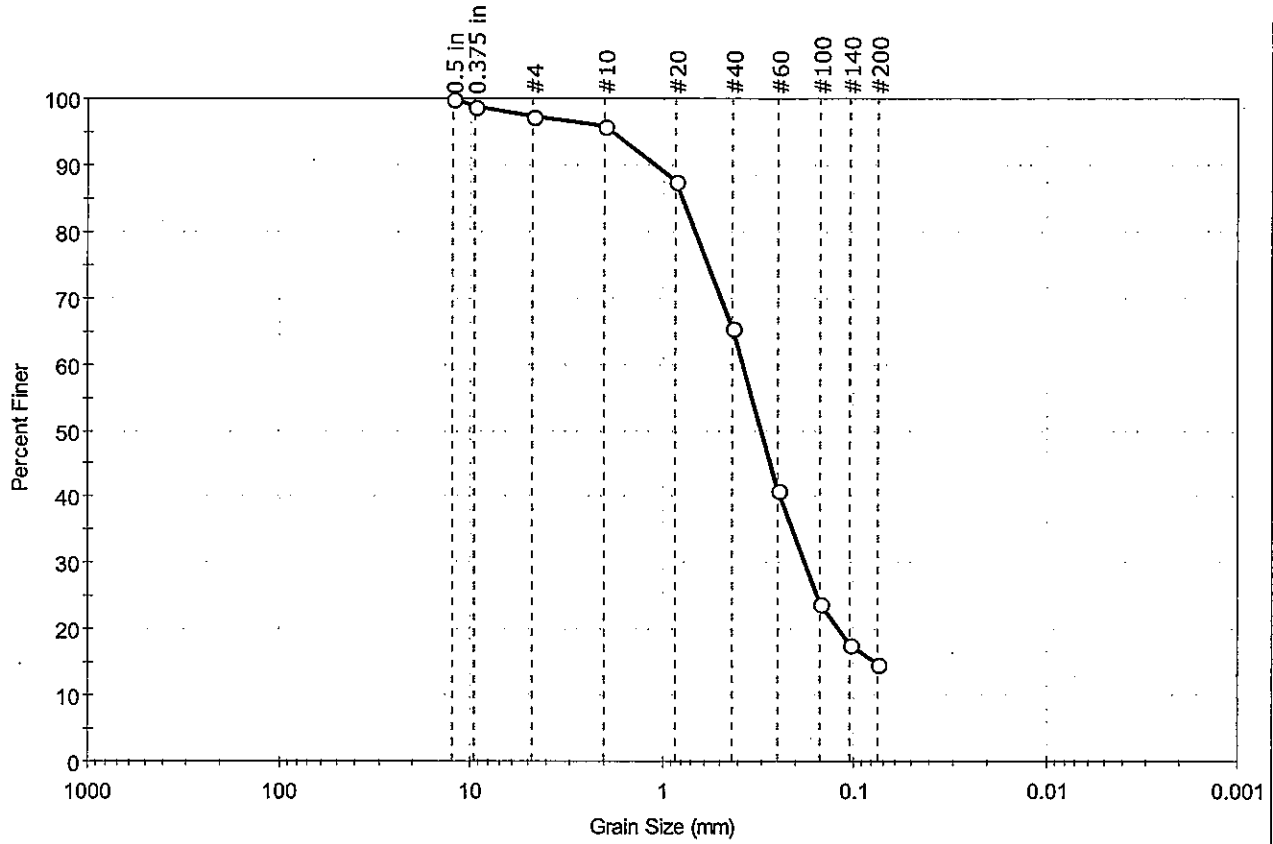
Sample/Test Description
Sand/Gravel Particle Shape : ---
Sand/Gravel Hardness : ---





Client: Freeman Companies, LLC	Project: Rehab. of Goodwin Street	Project No: GTX-311752
Location:	Boring ID: R-3	Sample Type: bag
Tested By: ckg	Sample ID: S-1	Test Date: 05/13/20
Checked By: emm	Depth: 0.5-2.5	Test Id: 557321
Test Comment: ---	Visual Description: Moist, dark yellowish brown silty sand	Sample Comment: ---

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	2.6	82.6	14.8

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
0.5 in	12.50	100		
0.375 in	9.50	99		
#4	4.75	97		
#10	2.00	96		
#20	0.85	88		
#40	0.42	65		
#60	0.25	41		
#100	0.15	24		
#140	0.11	18		
#200	0.075	15		

<u>Coefficients</u>	
D <sub>85</sub> = 0.7801 mm	D <sub>30</sub> = 0.1804 mm
D <sub>60</sub> = 0.3775 mm	D <sub>15</sub> = 0.0764 mm
D <sub>50</sub> = 0.3041 mm	D <sub>10</sub> = N/A
C <sub>u</sub> = N/A	C <sub>c</sub> = N/A

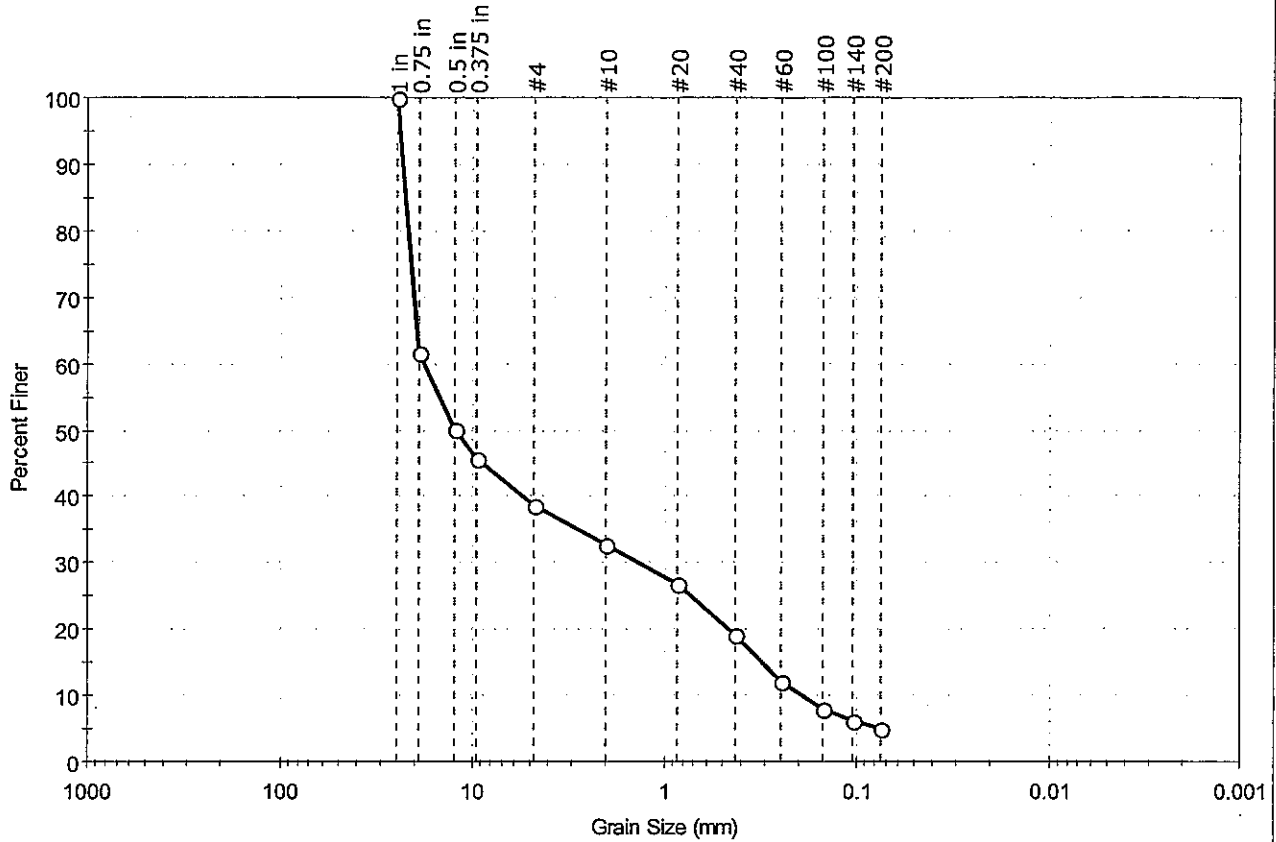
<u>Classification</u>	
ASTM	N/A
AASHTO Silty Gravel and Sand (A-2-4 (0))	

<u>Sample/Test Description</u>
Sand/Gravel Particle Shape : ---
Sand/Gravel Hardness : ---



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-4	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	base	Checked By:	emm
		Test Id:	557322
Test Comment:	---		
Visual Description:	Moist, dark brown gravel with silt and sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	61.4	33.6	5.0

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
1 in	25.00	100		
0.75 in	19.00	62		
0.5 in	12.50	50		
0.375 in	9.50	46		
#4	4.75	39		
#10	2.00	33		
#20	0.85	27		
#40	0.42	19		
#60	0.25	12		
#100	0.15	8		
#140	0.11	6		
#200	0.075	5.0		

Coefficients	
D <sub>85</sub> = 22.4583 mm	D <sub>30</sub> = 1.3464 mm
D <sub>60</sub> = 17.9023 mm	D <sub>15</sub> = 0.3098 mm
D <sub>50</sub> = 12.3438 mm	D <sub>10</sub> = 0.1931 mm
C <sub>u</sub> = 92.710	C <sub>c</sub> = 0.524

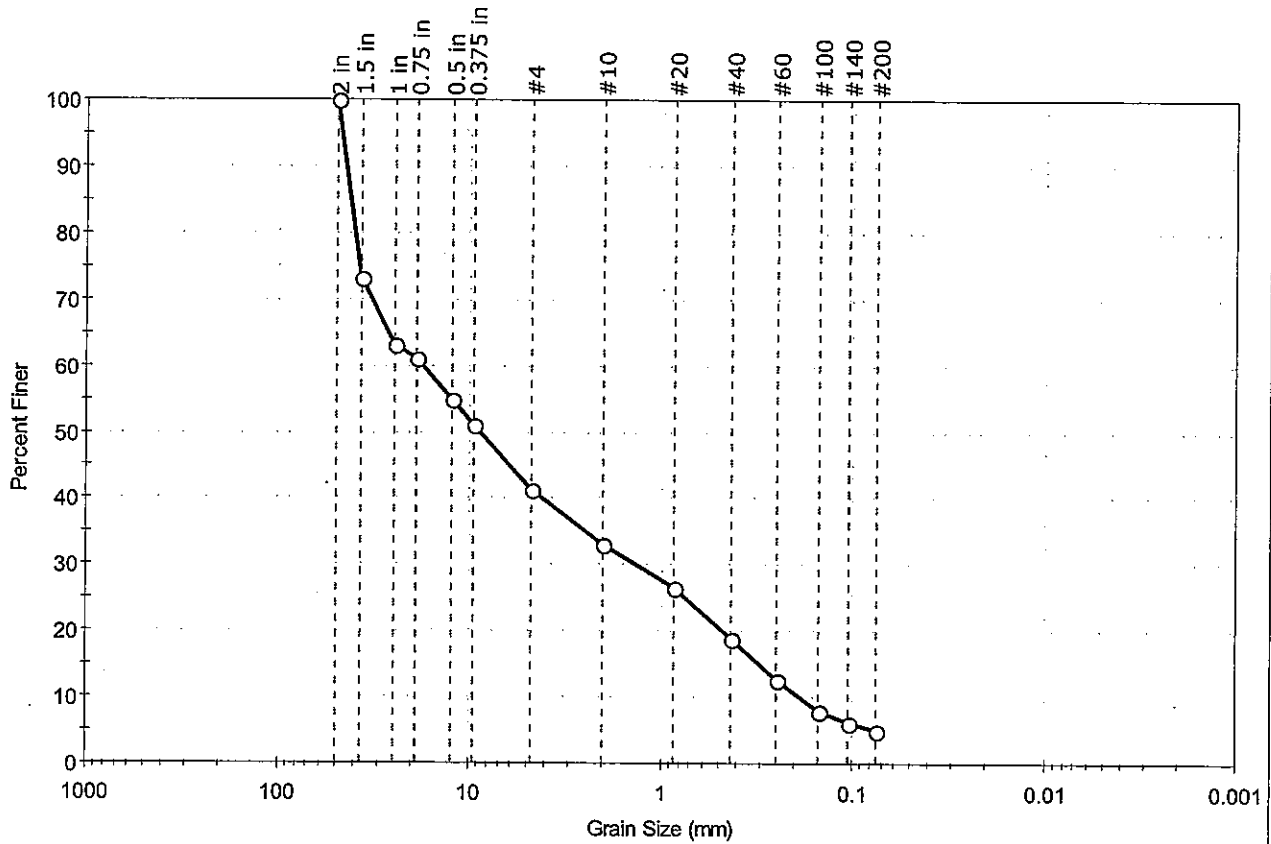
Classification	
ASTM	N/A
AASHTO	Stone Fragments, Gravel and Sand (A-1-a (1))

Sample/Test Description	
Sand/Gravel Particle Shape :	ANGULAR
Sand/Gravel Hardness :	HARD



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-5	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	base	Checked By:	emm
		Test Id:	557323
Test Comment:	---		
Visual Description:	Moist, dark brown gravel with silt and sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	58.8	36.1	5.1

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
2 in	50.00	100		
1.5 in	37.50	73		
1 in	25.00	63		
0.75 in	19.00	61		
0.5 in	12.50	55		
0.375 in	9.50	51		
#4	4.75	41		
#10	2.00	33		
#20	0.85	27		
#40	0.42	19		
#60	0.25	13		
#100	0.15	8		
#140	0.11	6		
#200	0.075	5.1		

Coefficients	
D <sub>85</sub> = 42.6052 mm	D <sub>30</sub> = 1.3351 mm
D <sub>60</sub> = 17.5321 mm	D <sub>15</sub> = 0.3047 mm
D <sub>50</sub> = 8.7644 mm	D <sub>10</sub> = 0.1858 mm
C <sub>u</sub> = 94.360	C <sub>c</sub> = 0.547

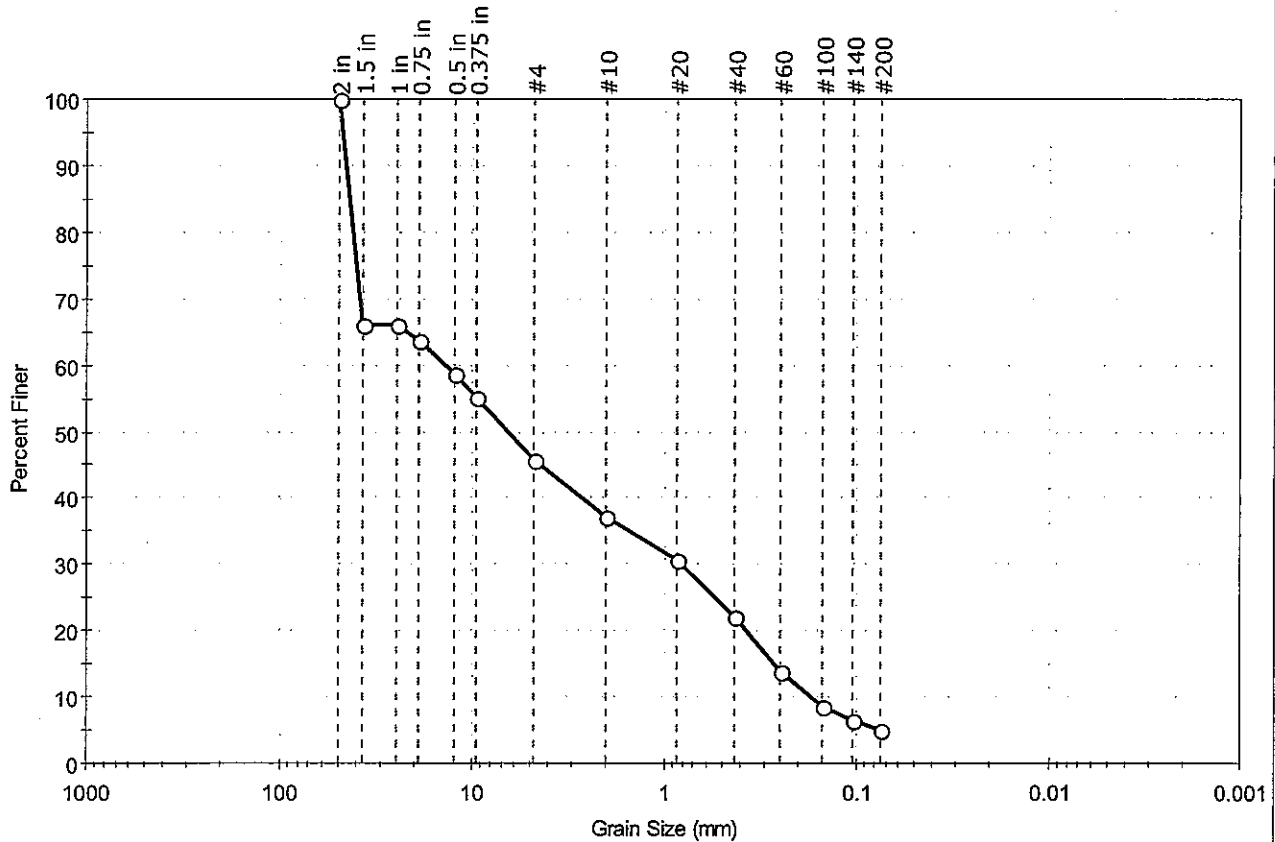
Classification	
ASTM	N/A
AASHTO	Stone Fragments, Gravel and Sand (A-1-a (1))

Sample/Test Description	
Sand/Gravel Particle Shape :	ANGULAR
Sand/Gravel Hardness :	HARD



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-6	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	base	Tested By:	ckg
		Checked By:	emm
		Test Id:	557324
Test Comment:	---		
Visual Description:	Moist, very dark brown gravel with sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	54.3	40.8	4.9

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
2 in	50.00	100		
1.5 in	37.50	66		
1 in	25.00	66		
0.75 in	19.00	64		
0.5 in	12.50	59		
0.375 in	9.50	55		
#4	4.75	46		
#10	2.00	37		
#20	0.85	31		
#40	0.42	22		
#60	0.25	14		
#100	0.15	8		
#140	0.11	6		
#200	0.075	4.9		

Coefficients	
D <sub>85</sub> = 44.0280 mm	D <sub>30</sub> = 0.8075 mm
D <sub>60</sub> = 13.9964 mm	D <sub>15</sub> = 0.2695 mm
D <sub>50</sub> = 6.5197 mm	D <sub>10</sub> = 0.1744 mm
C <sub>u</sub> = 80.255	C <sub>c</sub> = 0.267

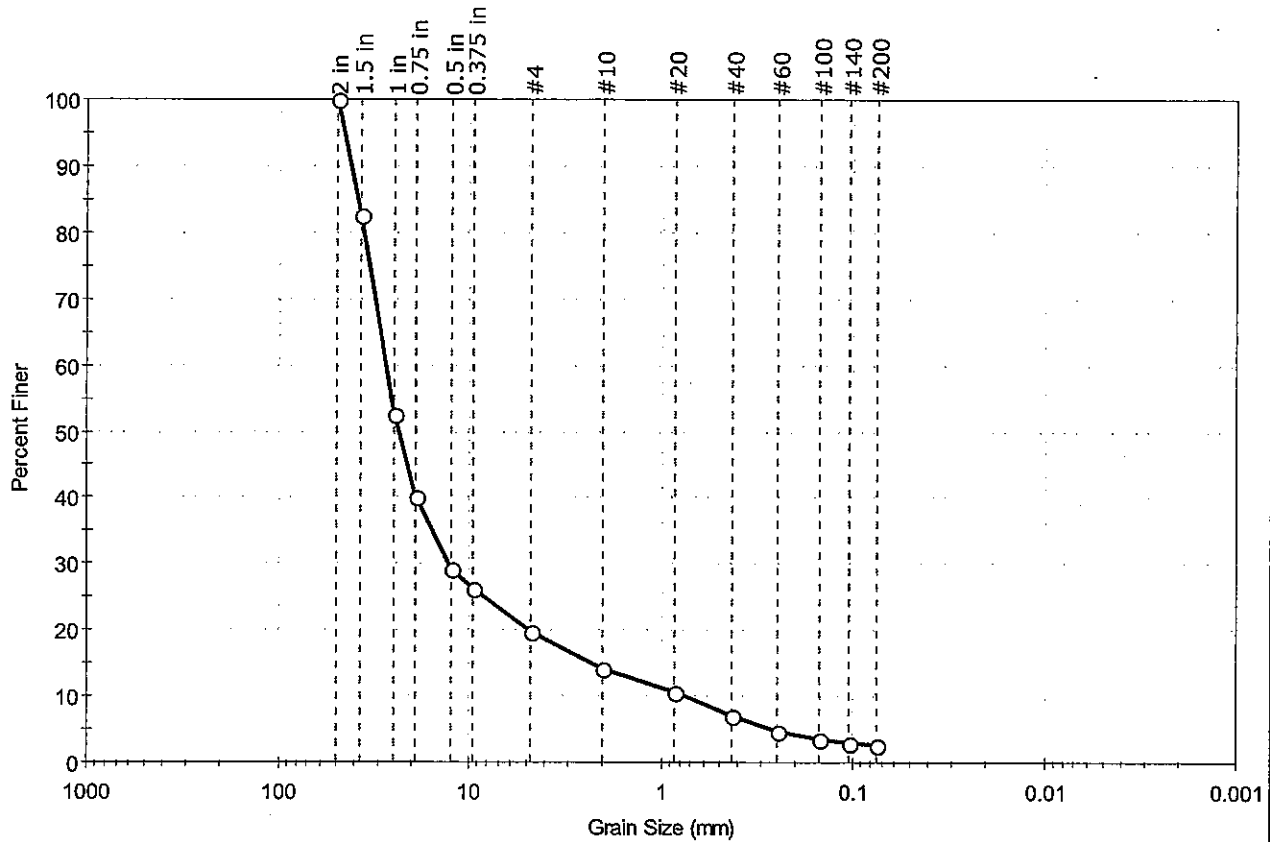
Classification	
<u>ASTM</u>	Poorly graded GRAVEL with Sand (GP)
<u>AASHTO</u>	Stone Fragments, Gravel and Sand (A-1-a (1))

Sample/Test Description	
Sand/Gravel Particle Shape : ANGULAR	
Sand/Gravel Hardness : HARD	



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-7	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	base	Tested By:	ckg
		Checked By:	emm
		Test Id:	557325
Test Comment:	---		
Visual Description:	Moist, dark yellowish brown gravel with sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	80.1	17.2	2.7

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
2 in	50.00	100		
1.5 in	37.50	82		
1 in	25.00	53		
0.75 in	19.00	40		
0.5 in	12.50	29		
0.375 in	9.50	26		
#4	4.75	20		
#10	2.00	14		
#20	0.85	10		
#40	0.42	7		
#60	0.25	5		
#100	0.15	3		
#140	0.11	3		
#200	0.075	2.7		

Coefficients	
D <sub>85</sub> = 39.0757 mm	D <sub>30</sub> = 12.8849 mm
D <sub>60</sub> = 27.6265 mm	D <sub>15</sub> = 2.2322 mm
D <sub>50</sub> = 23.5905 mm	D <sub>10</sub> = 0.7707 mm
C <sub>u</sub> = 35.846	C <sub>c</sub> = 7.797

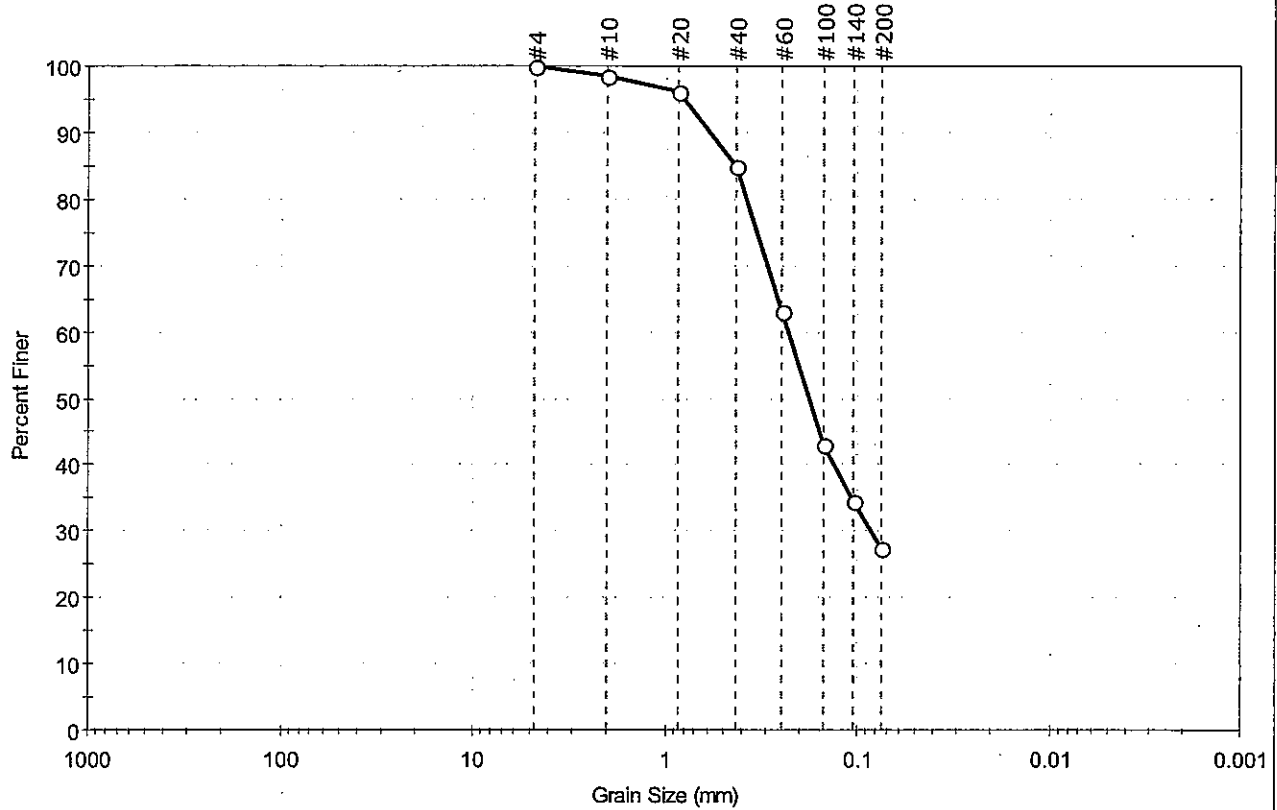
Classification	
<u>ASTM</u>	Poorly graded GRAVEL with Sand (GP)
<u>AASHTO</u>	Stone Fragments, Gravel and Sand (A-1-a (1))

Sample/Test Description	
Sand/Gravel Particle Shape : ANGULAR	
Sand/Gravel Hardness : HARD	



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-8	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	0.5-1.5	Test Id:	557326
Test Comment:	---		
Visual Description:	Moist, dark yellowish brown silty sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	72.7	27.3

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	99		
#20	0.85	96		
#40	0.42	85		
#60	0.25	63		
#100	0.15	43		
#140	0.11	35		
#200	0.075	27		

<u>Coefficients</u>	
D <sub>85</sub> = 0.4247 mm	D <sub>30</sub> = 0.0853 mm
D <sub>60</sub> = 0.2307 mm	D <sub>15</sub> = N/A
D <sub>50</sub> = 0.1786 mm	D <sub>10</sub> = N/A
C <sub>u</sub> = N/A	C <sub>c</sub> = N/A

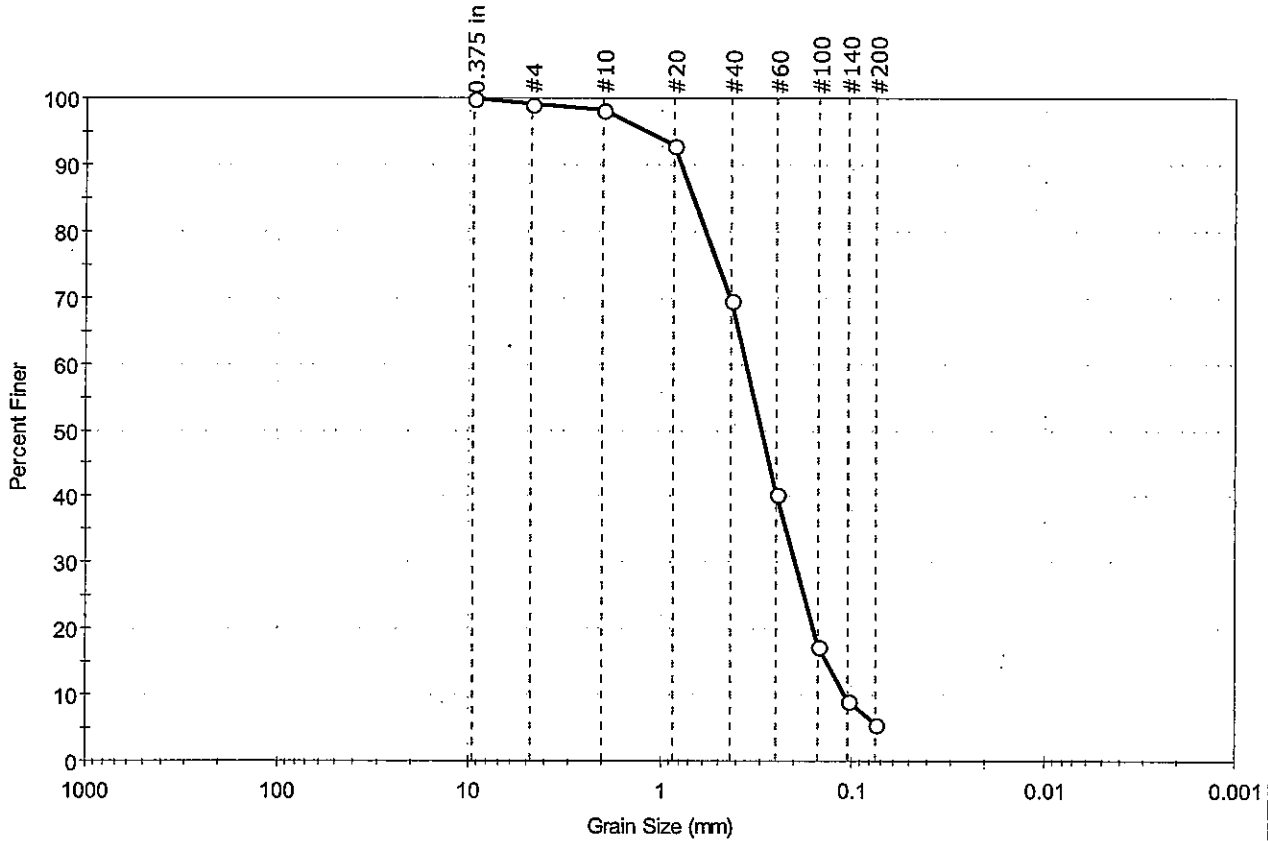
<u>Classification</u>	
ASTM	N/A
AASHTO	Silty Gravel and Sand (A-2-4 (0))

<u>Sample/Test Description</u>
Sand/Gravel Particle Shape : ---
Sand/Gravel Hardness : ---



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-9	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	1-2.5	Test Id:	557327
Test Comment:	---		
Visual Description:	Moist, yellowish brown sand with silt		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.8	93.6	5.6

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
0.375 in	9.50	100		
#4	4.75	99		
#10	2.00	98		
#20	0.85	93		
#40	0.42	70		
#60	0.25	40		
#100	0.15	17		
#140	0.11	9		
#200	0.075	5.6		

<u>Coefficients</u>	
D <sub>85</sub> = 0.6710 mm	D <sub>30</sub> = 0.1983 mm
D <sub>60</sub> = 0.3566 mm	D <sub>15</sub> = 0.1355 mm
D <sub>50</sub> = 0.2974 mm	D <sub>10</sub> = 0.1100 mm
C <sub>u</sub> = 3.242	C <sub>c</sub> = 1.002

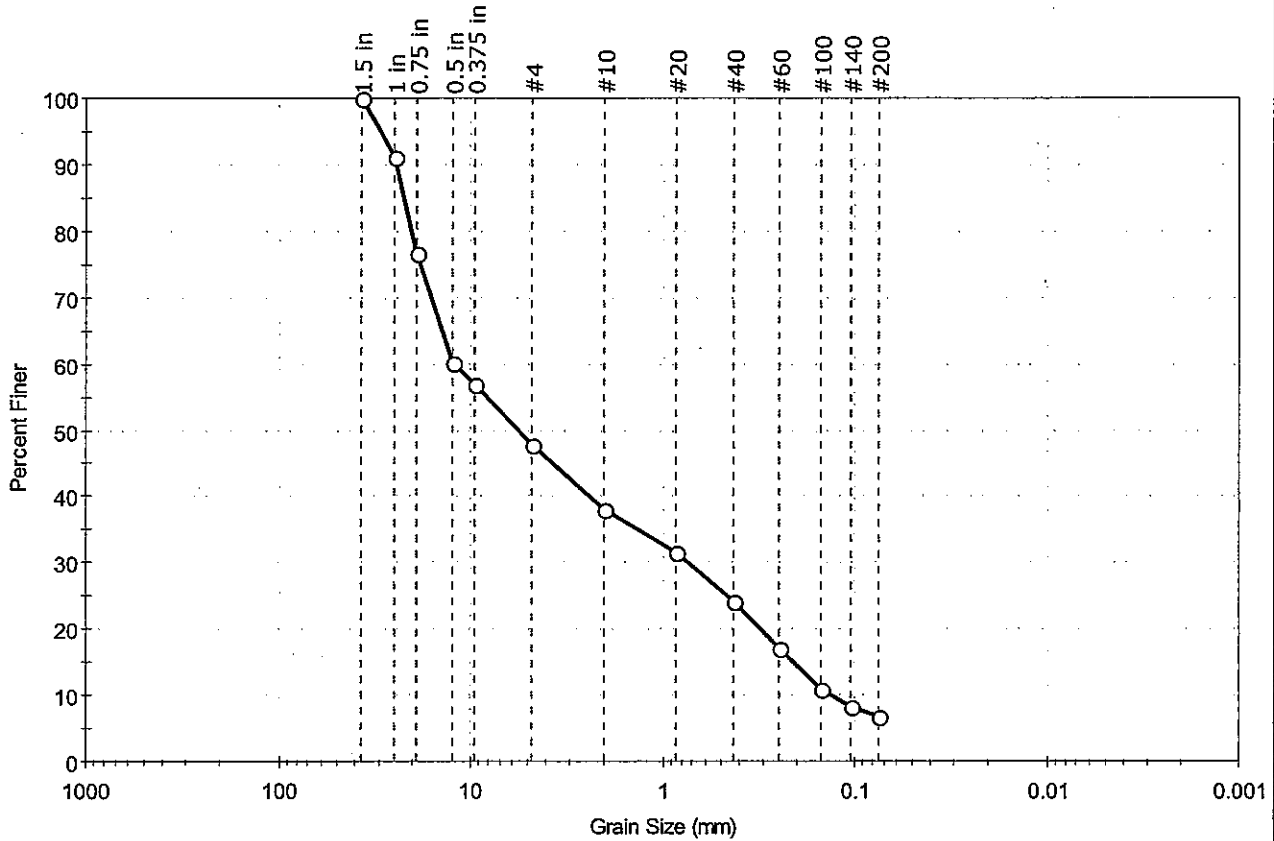
<u>Classification</u>	
ASTM	N/A
AASHTO	Fine Sand (A-3 (1))

<u>Sample/Test Description</u>
Sand/Gravel Particle Shape : ---
Sand/Gravel Hardness : ---



Client:	Freeman Companies, LLC		
Project:	Rehab. of Goodwin Street		
Location:		Project No:	GTX-311752
Boring ID:	R-10	Sample Type:	bag
Sample ID:	S-1	Test Date:	05/13/20
Depth:	base	Tested By:	ckg
		Checked By:	emmm
Test Comment:	---		
Visual Description:	Moist, dark yellowish brown gravel with silt and sand		
Sample Comment:	---		

## Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	52.2	41.0	6.8

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
1.5 in	37.50	100		
1 in	25.00	91		
0.75 in	19.00	77		
0.5 in	12.50	60		
0.375 in	9.50	57		
#4	4.75	48		
#10	2.00	38		
#20	0.85	32		
#40	0.42	24		
#60	0.25	17		
#100	0.15	11		
#140	0.11	8		
#200	0.075	6.8		

<u>Coefficients</u>	
D <sub>85</sub> = 22.2930 mm	D <sub>30</sub> = 0.7307 mm
D <sub>60</sub> = 12.3101 mm	D <sub>15</sub> = 0.2102 mm
D <sub>50</sub> = 5.6010 mm	D <sub>10</sub> = 0.1336 mm
C <sub>u</sub> = 92.141	C <sub>c</sub> = 0.325

<u>Classification</u>	
ASTM	N/A
AASHTO	Stone Fragments, Gravel and Sand (A-1-a (1))

<u>Sample/Test Description</u>	
Sand/Gravel Particle Shape : ANGULAR	
Sand/Gravel Hardness : HARD	



**ATTACHMENT R**  
**CRCOG COMPLETE STREETS COMPLIANCE FORM**  
**GOODWIN STREET**  
**RECONSTRUCTION PROJECT**

# CRCOG Complete Streets Compliance Form

**Instructions:** Complete this form and include it with your application for project funding to CRCOG.

**Project Name:** Goodwin Street Reconstruction

**Municipality:**  **Contact Person:** Douglas R. Wilson, P.E., Town Engineer

**Exception(s) Being Sought** *A description of each exception category is on the back of this form.*

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Legal Exclusion  | <input type="checkbox"/> Existing Parallel Facility | <input type="checkbox"/> Lack of Transit Service |
| <input type="checkbox"/> No Demand  | <input type="checkbox"/> Cost-Prohibitive           | <input type="checkbox"/> Physical Constraints    |
| <input type="checkbox"/> Inconsistent with Local Plans, Visions, and/or Standards |   |  |

**No Exception Being Sought**

## Description and Evidence

**Instructions:** If seeking an exception, describe the reasoning and explain whether the exception relates to bicyclists, pedestrians, or both. If not seeking an exception, summarize the project's Complete Streets elements. Please indicate if you are attaching additional documentation.




## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11th, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: Design Costs for Fire Station 2 Construction

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Please see the attached memo from Director of Finance, Linda Trzetzziak regarding design costs for the replacement of Fire Station 2. The Town contracted with Silver/Petrucci using the on-call contract process, and their fee, to date, has been funded through the fire department budget.

The fire department completed an evaluation during the initial design phase, and the current draft of concepts for the fire station includes many preferred practices in fire station design. The estimated Architect and Engineering fees for the project total \$450,000. In anticipation of grant funding and to prepare the project for bid, I request an allotment of funds to complete the design effort.

Please place this item on the Town Council agenda for the January 18th, 2022 meeting.

C: K. Munson, Interim Fire Chief



## MEMORANDUM

**DATE:** January 10, 2022

**TO:** Michael P. Walsh, Mayor

**FROM:** Linda M. Trzetzak, Director of Finance

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

**RE:** **Town Council Project Appropriation - 2020 Town Buildings Bond**

---

In August 2020, the Town Council approved the resolution for the November 2020 ballot for \$10 million for the planning, design, acquisition, reconstruction and equipping of improvements to Town Buildings. The voters approved the appropriation.

The resolution required Town Council approval of the expenditure of such appropriated funds.

At this time for the following project we are asking approval and authorization to proceed:

**Fire Department Fire Station 2:**

This project will complete design work for a new Fire Station Number 2 which houses Engine Company #2. Initial design work has been completed from the Fire Department's operating budget. At this time approval and authorization is requested to complete the design work to obtain a "shovel ready" project. Please see Interim Fire Chief Kevin Munson's memo for further details.

Cost: \$450,000

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

## White, Rosamond

---

**From:** Trzetzziak, Linda  
**Sent:** Monday, January 10, 2022 10:06 AM  
**To:** Walsh, Mike; Martin, Connor; White, Rosamond  
**Cc:** Lupkas, Mike  
**Subject:** For Town Council 1/18  
**Attachments:** Res2020BondAuth2.pdf; FD Bond Request.pdf

Mayor,

Attached please find my cover memo recommending Town Council Approval appropriation and approval of expenditures from the 2020 Town Building Bond Funds for the Fire Station 2 design completion. Also attached is Interim Chief Munson's detailed explanation.

This is following the same procedure we used on the October 19, 2021 Town Council meeting.

If there are any questions, please don't hesitate to contact me.

Linda Trzetzziak  
Director of Finance  
Town of East Hartford

KEVIN MUNSON  
INTERIM FIRE CHIEF

OFFICE OF THE FIRE  
CHIEF

**TOWN OF EAST HARTFORD  
FIRE DEPARTMENT**



(860) 291-7400

[WWW.EASTHARTFORDCT.GOV](http://WWW.EASTHARTFORDCT.GOV)

31 School St.  
East Hartford, Connecticut 06108

January 2, 2022

Honorable Council,

Fire Station Number 2 is nearing the end of its service life. Facilities continues to maintain the building as best as possible however; the building is nearly 100 years old, is plagued with roof leaks, and regular rodent infestations. Station 2 houses Engine Company #2 which responds to nearly 2000 calls for service per year. Engine #2 also provides paramedic level service to the north end of East Hartford serving a large geographic area.

In June of 2020, Mayor Leclerc authorized Chief Oates to begin early design work using the Town's on call architect Silver-Petrucelli. Initial design work was done using funds from the fire department budget. To date, the project has included several meetings with Silver-Petrucelli, attendance at the National Fire Station Design Conference, a site survey, and initial design plans. The initial design work by Silver-Petrucelli and Town staff has totaled around \$150,000 over the last two budget years.

We have been informed by our Congressional delegation that work is being done federally to fund fire station construction as part of an expanded infrastructure bill. Our experience has proven that projects deemed "shovel ready" are given the highest priority. One of the key components of being "shovel ready" is a site already allocated for the project. Fortunately, the site at 1718 Main Street was purchased by the Town and is designated as the site for the future Station 2. The other component of being "shovel ready" is having a set of completed architectural drawings approved by all necessary parties.

It is estimated that the cost to make the station "shovel ready" is approximately \$450,000. The Fire Department would like to request access to \$450,000 of previously approved Building Bond money to complete the design work on Station 2.

Your consideration is appreciated and I encourage you to contact me with any questions you may have.

Respectfully Submitted,

Kevin Munson  
Interim Fire Chief

## **Attenello, Angela**

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**From:** Gentile, Richard  
**Sent:** Tuesday, January 11, 2022 9:45 AM  
**To:** Attenello, Angela  
**Subject:** RE: Cancellation

OK. So let's see what the Chairman wants to do on the 18<sup>th</sup>.

---

**From:** Attenello, Angela <Aattenello@easthartfordct.gov>  
**Sent:** Tuesday, January 11, 2022 9:31 AM  
**To:** Gentile, Richard <RPGentile@easthartfordct.gov>  
**Subject:** RE: Cancellation

From the June 15, 2021 Town Council Minutes:

### Establishment of Charter Revision Commission

MOTION           By Awet Tsegai  
                          seconded by Esther Clarke  
                          to **adopt** the following resolution:

**Whereas** the East Hartford Town Council adopted a Town Charter in 1968 and subsequently revised the Town Charter in 1980 and 2004; and

**Whereas** many of the Charter provisions should be clarified to address issues that have arisen during the 17 years since the last revision; and

**Whereas** in particular, the Commission should consider (1) whether the Town Charter should continue to list all town departments or provide some flexibility to consolidate or transfer functions of town departments without a charter revision; (2) whether the town directors should serve at the pleasure of the mayor or have some job security protections; and (3) whether the Town should have a professional person in charge of overseeing all town government operations; and

**Whereas** the Connecticut General Statutes establish the procedures for revising town charters.

### **NOW THEREFORE BE IT RESOLVED THAT:**

The East Hartford Town Council, pursuant to Connecticut General Statutes section 7-188, establishes a Charter Revision Commission to review the East Hartford Town Charter and make recommendations for any amendments to such charter; and

The Charter Revision Commission shall consist of nine members; and

The Charter Revision Commission shall review the East Hartford Town Charter and address minor and technical changes along with the three specific issues contained in this resolution, hold a public hearing and address such other issues as it deems appropriate; and

The Charter Revision Commission shall make its recommendations in accordance with state law to the East Hartford Town Council by January 30, 2022.

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

*Angela*



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11<sup>th</sup>, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: AMUSEMENT PERMIT APPLICATION— "29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash"

---

The following Amusement Permit is before you due to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3 (e), passed by the Town Council:

Sec. 5-3 (e):

(e) If the application is submitted pursuant to subsection (b) of section 5-1 of the Town Ordinances, within one week of receipt of written comments from the Directors, the Chief of Police shall forward those comments to the Town Council. The Chief of Police shall also forward to the Town Council written comments pertaining to the impact the proposed amusement would have on the areas under the purview of the Police Department and any recommended changes in the planned operations, as well as a statement as to whether the Police Department can supply adequate police protection.

Please add the following Amusement Permit to the Town Council agenda for the January 18<sup>th</sup>, 2021 meeting.

- 29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash"

The event was already approved at the November 30<sup>th</sup> Town Council meeting and approved to take place this past Sunday, January 9<sup>th</sup> but due to inclement weather it had to be postponed.

- Sunday, January 30<sup>th</sup> with a rain date of Sunday, February 6<sup>th</sup>. 11 AM -3 PM

C: S. Sansom, Chief of Police



MICHAEL P. WALSH  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

TELEPHONE  
(860) 528-4401

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

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

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: January 13, 2022

Re: **Amusement Permit Application**  
**“29<sup>th</sup> Annual Officer Brian A. Aselton Snow Dash 5K”**

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Scott M. Sansom  
Chief of Police

MICHAEL P. WALSH  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

TELEPHONE  
(860) 528-4401

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

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

January 13, 2022

Richard F. Kehoe, Chairman  
East Hartford Town Council  
740 Main Street  
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application  
"29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by the East Hartford Police Department and the East Hartford Parks & Recreation Department by Jonathan Cooper, its Recreation Supervisor. This application was originally approved on November 30, 2021 by the Town Council. Due to inclement weather the event was postponed, this is an amendment to the original application asking for a new date. The applicants seek to conduct a 5K road race (Snow Dash) to be held in the vicinity of the Langford School in East Hartford on **Sunday, January 30, 2022 between the hours of 11 AM and approximately 3 PM**. The use of public streets should occur between the hours of 1:30 PM and should cease by 2:15 PM. The race will begin and end at the Langford School, 61 Alps Drive. Registration will begin at 11 AM. **There is a rain date of Sunday, February 6, 2022.**

**The applicant respectfully requests a waiver of the associated time requirement under the provisions of (TO) 5-2(a).**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The Department of Inspections & Permits states that permits and inspections may be required for temporary installations.

The Offices of Corporation Counsel and Risk Management along with the Fire, Health and the Parks & Recreation Departments approve the application as submitted and state there are no anticipated costs to their Departments for these events.

The Public Works Department approves the application as submitted and states that anticipated costs for this event is \$1,100.

The Police Department conducted a review of the application and the following comments/recommendations are made:

- The Police Department can provide police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- **The anticipated cost to the Department for this event is \$2,623.99.**

Respectfully submitted for your information.

Sincerely,

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

Scott M. Sansom  
Chief of Police

Cc: Applicant

**Rivera, Augustina**

---

**From:** Grew, Greg  
**Sent:** Tuesday, January 11, 2022 3:44 PM  
**To:** Rivera, Augustina  
**Subject:** Re: Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

Per Ordinance 5-3 my approval is not required. Permit and inspections may be required for temporary installations.

**MILTON GREGORY GREW, AIA**  
Director of Inspections & Permits  
(Building / Zoning / Property Maint.)



*Town of*  
**EAST HARTFORD**  
CONNECTICUT

Town Hall  
740 Main Street  
East Hartford, CT 06108  
Direct [\(860\) 291-7345](tel:8602917345)  
Mobile [\(860\) 874-8034](tel:8608748034)  
<http://www.easthartfordct.gov/inspections-and-permits>

---

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Tuesday, January 11, 2022 3:07 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

Good afternoon,

Attached please find attached your Directors Review and Notice along with the Outdoor Amusement Permit for the "29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K". You might remember that this was already approved to take place this past Sunday, January 9th but due to inclement weather it had to be postponed. They have a revised date of January 30, 2022, and this needs to make it to the Town Council for next Tuesday, January 18<sup>th</sup>.

Sorry for the short turnaround time, but I need this back **by noon this Thursday, January 13<sup>th</sup>**. The only change is the dates of the event.

**Rivera, Augustina**

---

**From:** Gentile, Richard  
**Sent:** Tuesday, January 11, 2022 3:25 PM  
**To:** Rivera, Augustina; Burnsed, Laurence; Fravel, Theodore; Lawlor, John; Munson, Kevin  
**Cc:** Alsup, Steve; Browning, Craig; Cohen, Bruce; Cruz-Aponte, Marilyn; Cummings, Kim; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Grew, Greg; Hawkins, Mack; Neves, Paul; O'Connell, Michael; Sansom, Scott; Sasen, Christine; Trzetzziak, Linda; Wagner, Justin  
**Subject:** RE: Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

NO issues or concern  
Richard P. Gentile  
Assistant Corporation Counsel  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

860-291-7217  
[rgentile@easthartfordct.gov](mailto:rgentile@easthartfordct.gov)

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE (1) IMMEDIATELY NOTIFY THE OFFICE OF THE CORPORATION COUNSEL ABOUT THE RECEIPT BY TELEPHONING (860)291-7219; (2) DELETE ALL COPIES OF THE MESSAGE AND ANY ATTACHMENTS; AND (3) DO NOT DISSEMINATE, FORWARD, OR MAKE ANY USE OF ANY OF THEIR CONTENTS.

S:

---

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Tuesday, January 11, 2022 3:07 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K  
**Importance:** High

Good afternoon,

**Rivera, Augustina**

---

**From:** Sasen, Christine  
**Sent:** Thursday, January 13, 2022 11:20 AM  
**To:** Rivera, Augustina  
**Subject:** RE: Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

Ok

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**From:** Rivera, Augustina  
**Sent:** Tuesday, January 11, 2022 3:07 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K  
**Importance:** High

Good afternoon,

Attached please find attached your Directors Review and Notice along with the Outdoor Amusement Permit for the "29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K". You might remember that this was already approved to take place this past Sunday, January 9th but due to inclement weather it had to be postponed. They have a revised date of January 30, 2022, and this needs to make it to the Town Council for next Tuesday, January 18<sup>th</sup>.

Sorry for the short turnaround time, but I need this back **by noon this Thursday, January 13<sup>th</sup>**. The only change is the dates of the event.

Thank you.

Tina

Augustina Rivera  
Administrative Clerk 3  
Support Services Bureau  
East Hartford Police Department  
31 School Street  
East Hartford, CT 06108  
[arivera@easthartfordct.gov](mailto:arivera@easthartfordct.gov)

Office: 860-291-7631  
Fax: 860-610-6290



Scott M. Sansom  
Chief of Police

TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**Administrative Review of Amusement Permit**

Event Date: **Sunday, January 30, 2022**  
Rain Date: **Sunday, February 6, 2022**

Event: **"29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

Applicant: **East Hartford Police Department and the East Hartford Parks & Recreation Department by Jonathan Cooper its Recreation Supervisor**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- XXX  1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- XXX  Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_ n/a \_\_\_\_\_

\_\_\_\_\_  
*<Stephen J. Alsop>* e signed \_\_\_\_\_ Signature  
Date 01/11/2022

Comments:

**Rivera, Augustina**

---

**From:** Wagner, Justin  
**Sent:** Wednesday, January 12, 2022 3:34 PM  
**To:** Rivera, Augustina  
**Subject:** RE: Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

No concerns

Justin Wagner  
Fire Marshal  
East Hartford Fire Department  
31 School St  
East Hartford, CT 06108  
860-291-7432 Office  
860-541-0346 Mobile  
860-291-9309 Fax  
[iwagner@easthartfordct.gov](mailto:iwagner@easthartfordct.gov)



The East Hartford Fire Department is committed to the prevention of fires and protection of lives, property and the environment. The Department's major areas of emergency response include fire suppression and investigation, emergency medical services, technical rescue, and hazardous materials incidents.

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---

**From:** Rivera, Augustina  
**Sent:** Tuesday, January 11, 2022 3:07 PM  
**To:** Burnsed, Laurence <[lburnsed@easthartfordct.gov](mailto:lburnsed@easthartfordct.gov)>; Fravel, Theodore <[tfravel@easthartfordct.gov](mailto:tfravel@easthartfordct.gov)>; Lawlor, John <[JLawlor@easthartfordct.gov](mailto:JLawlor@easthartfordct.gov)>; Munson, Kevin <[KMunson@easthartfordct.gov](mailto:KMunson@easthartfordct.gov)>  
**Cc:** Alsup, Steve <[SAIsup@easthartfordct.gov](mailto:SAIsup@easthartfordct.gov)>; Browning, Craig <[CBrowning@easthartfordct.gov](mailto:CBrowning@easthartfordct.gov)>; Cohen, Bruce <[BCohen@easthartfordct.gov](mailto:BCohen@easthartfordct.gov)>; Cruz-Aponte, Marilyn <[mcruzaponte@easthartfordct.gov](mailto:mcruzaponte@easthartfordct.gov)>; Cummings, Kim <[kcummings@easthartfordct.gov](mailto:kcummings@easthartfordct.gov)>; Davis, Robert <[RDavis@easthartfordct.gov](mailto:RDavis@easthartfordct.gov)>; Drouin, Darrell <[Ddrouin@easthartfordct.gov](mailto:Ddrouin@easthartfordct.gov)>; Dwyer, Sean <[SDwyer@easthartfordct.gov](mailto:SDwyer@easthartfordct.gov)>; Gentile, Richard <[RPGentile@easthartfordct.gov](mailto:RPGentile@easthartfordct.gov)>; Grew, Greg <[mggrew@easthartfordct.gov](mailto:mggrew@easthartfordct.gov)>; Hawkins, Mack <[MHawkins@easthartfordct.gov](mailto:MHawkins@easthartfordct.gov)>; Neves, Paul <[Pneves@easthartfordct.gov](mailto:Pneves@easthartfordct.gov)>; O'Connell, Michael <[Moconnell@easthartfordct.gov](mailto:Moconnell@easthartfordct.gov)>; Sansom, Scott <[SSansom@easthartfordct.gov](mailto:SSansom@easthartfordct.gov)>; Sasen, Christine <[CSasen@easthartfordct.gov](mailto:CSasen@easthartfordct.gov)>; Trzetzziak, Linda <[Ltrzetzziak@easthartfordct.gov](mailto:Ltrzetzziak@easthartfordct.gov)>; Wagner, Justin <[Jwagner@easthartfordct.gov](mailto:Jwagner@easthartfordct.gov)>





Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401**



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **Sunday, January 30, 2022**  
Rain Date: **Sunday, February 6, 2022**

Event: **"29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

Applicant: **East Hartford Police Department and the East Hartford Parks & Recreation Department by Jonathan Cooper its Recreation Supervisor**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel
- Anticipated Cost(s) if known \$0.00

Ted Fravel

Signature

1/13/2022

Date

Comments:



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401**



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **Sunday, January 30, 2022**  
Rain Date: **Sunday, February 6, 2022**

Event: **"29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_

Laurence Burns, MPH, MBA  
Signature

January 12, 2022  
Date

Comments:

Approved as submitted. No concerns regarding food service during the event per discussions with environmental services division.



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**Administrative Review of Amusement Permit**

**Event Date: Sunday, January 30, 2022**  
**Rain Date: Sunday, February 6, 2022**

**Event: "29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K"**

**Applicant: East Hartford Police Department and the East Hartford Parks & Recreation Department by Jonathan Cooper its Recreation Supervisor**

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- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ 1,100

Marilynn Cruz-Aponte                      1-13-22  
Signature \_\_\_\_\_ Date

Comments:

Rivera, Augustina

---

**From:** Hawkins, Mack  
**Sent:** Tuesday, January 11, 2022 5:27 PM  
**To:** Rivera, Augustina  
**Subject:** Re: Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

No issues

*Mack S. Hawkins*  
Assistant Chief of Police  
East Hartford Police Department  
31 School St.  
East Hartford, CT 06108  
Office **860 291-7597**

***Serving Our Community with Pride and Integrity***



---

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Tuesday, January 11, 2022 3:07:21 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit- 29th Annual Officer Brian A. Aselton Memorial Snow Dash 5K

Good afternoon,

Attached please find attached your Directors Review and Notice along with the Outdoor Amusement Permit for the "29<sup>th</sup> Annual Officer Brian A. Aselton Memorial Snow Dash 5K". You might remember that this was already approved to take place this past Sunday, January 9<sup>th</sup> but due to inclement weather it had to be postponed. They have a revised date of January 30, 2022, and this needs to make it to the Town Council for next Tuesday, January 18<sup>th</sup>.

Sorry for the short turnaround time, but I need this back **by noon this Thursday, January 13<sup>th</sup>**. The only change is the dates of the event.

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

OUTDOOR AMUSEMENT PERMITS  
31 SCHOOL STREET  
EAST HARTFORD, CT 06108-2638  
(860) 528-4401

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

**THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR**

1. Name of Event:  
29th Annual Officer Brian A. Aselton Memorial Snow Dash 5k
2. Date(s) of Event:  
Sunday, January 30, 2022. (inclement weather date Sunday, Feb 6, 2022)
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):  
  
Town of East Hartford Parks & Recreation Department  
Jonathan Cooper, Recreation Supervisor, 50 Chapman Street, East Hartford,  
CT 06108 work: 860-291-7164 jcooper@easthartfordct.gov.  
Cosponsored by the East Hartford Police Department, 31 School St, East Htfd
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
  
East Hartford Parks & Recreation Department  
c/o Theodore Fravel, Parks & Recreation Director  
50 Chapman Place  
East Hartford, CT 06108,
5. List the location of the proposed amusement: (Name of facility and address)  
Start/Finish Langford School, 61 Alps Drive, Course is on neighborhood streets
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
Sun, Jan 30, 2022 , Start 1:30 PM, Registration 11:00 AM, last runner 2:15 P
7. Provide a detailed description of the proposed amusement:  
5k Road Race which utilizes Town Streets. Starts and ends at Langford School. Gym used for staging area and registration. Proceeds benefit Aselton

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes  No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?

9. What is the expected age group(s) of participants?

Ages 8- 80 plus years of age

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

200-300 Runners

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Traffic will be controlled until final runner finishes course.

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

Traffic will be controlled by East Hartford Police Department

c. Parking plan on site & impact on surrounding / supporting streets:

Parking on site at Langford School on Hartvard Drive

d. Noise impact on neighborhood:

N/A

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

Trash & litter will be maintained by Parks Maintenance personnel.

f. List expected general disruption to neighborhood's normal life and activities:

Course will be marked with portable directional signs by P & R staff

g. Other expected influence on surrounding neighborhood:

Min. Traffic impace. As soon as runner pass, streets will reopen

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Course is accessible to emergecnyn personnel.

b. Provisions for notification of proper authorities in the case of an emergency:

Cell phones and two-way radioes will be used in event of emergency

c. Any provision for on-site emergency medical services:

no

d. Crowd control plan:

Crowd will be controlled by EHPD and Paks & Recreation Staff.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

Parks Maintenance will clean-up outside areas, school custodians inside area



f. Provision of sanitary facilities:  
lavatories located inside Langford School

13. Will food be provided, served, or sold on site:

a. Food available:  Yes  No AND

b. Contact has been made with the East Hartford Health Department  Yes  No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes  No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

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CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

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I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Town of East Hartford Parks

(Legal Name of Applicant)

Jonathan Cooper

(Applicant Signature)

Jonathan Cooper

(Printed Name)

1/11/2022

(Date Signed)

Recreation Supervisor

(Capacity in which signing)



(Click button to send application electronically to [lfitzgerald@easthartfordct.gov](mailto:lfitzgerald@easthartfordct.gov))

**FOR OFFICE USE**

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Augustina Rivera

Employee Number: 9099

Date & Time Signed: 1/11/22 2:00 AM  PM

Time remaining before event: 19 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.



## Rivera, Augustina

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**From:** Cooper, Jonathan  
**Sent:** Tuesday, January 11, 2022 2:44 PM  
**To:** Rivera, Augustina  
**Subject:** Snow Dash Permit

Hello Tina,

Due to the time sensitivity of the Snow Dash reschedule date. Our department is seeking the 30 day protocol to be waived. The dates requested align with the 3<sup>rd</sup> party company that handles our online registration and provides the day of race timing system. These dates were also selected to work around other 5ks in the area, which will support the race participation. Ensuring strong participation is vital for the Brian A. Aselton Memorial Snow Dash For the legacy of Brian, as well as to benefit the Brian A. Aselton Memorial Scholarship and the East Hartford Police Department Child Safety and Crime Prevention Programs.

Best,  
Jon

**Jonathan Cooper**  
Recreation Supervisor

East Hartford Parks & Recreation  
50 Chapman Place  
East Hartford, CT 06108  
Phone: 860-291-7164  
Fax: 860-282-8239  
Web: [www.easthartfordct.gov](http://www.easthartfordct.gov)  
Email: [JCooper@easthartfordct.gov](mailto:JCooper@easthartfordct.gov)



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11, 2022  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Michael P. Walsh  
RE: REFERRAL: Refund of Taxes

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I recommend that the Town Council approve a total refund of taxes in the amount of \$62,716.36 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place this item on the Town Council agenda for the January 18th, 2022 meeting.

C: I. Laurenza, Tax Collector  
L. Trzetzak, Finance Director  
M. Lupkas, Finance Director  
K. Foran, Assistant Collector of Revenue

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**INTEROFFICE MEMORANDUM**

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**TO:** MICHAEL P WALSH, MAYOR ✓  
LINDA TRZETZIAK, DIRECTOR OF FINANCE

**FROM:** KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 1/6/2022



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Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$62,716.36. Please see attached listing. Please place this item on the Town Council agenda for January 18, 2022.

**RECEIVED**

JAN 7 2021

TOWN OF EAST HARTFORD  
OFFICE OF THE MAYOR

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int	Over Paid
2020-03-0050152	ACAR LEASING LTD	4001 EMBARCADERO DR	ARLINGTON, TX 76014-4106	2018/3GKALTEV4JL301476	0	-216.66
2020-03-0050357	ADDO KOFI	106 CENTRAL AVE APT A1	EAST HARTFORD, CT 06108-3109	2008/1N4AL21E78N460892	0	-104.62
2020-03-0054027	BRADBY JAKE L	1331 BURNSIDE AVE APT B E	EAST HARTFORD, CT 06108-1577	2003/WBAEU33453PM52934	0	-14.12
2016-01-0001520	BREWER KEVIN	189 OXYOKE DR	BERLIN, CT 06037	9 CHERRY ST	0	-2,371.79
2019-03-0056296	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2019/1C4RFBG5KC702575	0	-1,167.30
2020-03-0055910	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2017/2C4RC1EG4HR752523	0	-768.60
2020-03-0055912	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/3C4NJD8B0JT162109	0	-508.95
2020-03-0055924	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/1C4HJXDIN7JW248646	0	-901.54
2020-01-0002661	CHANTHINITH DAWAN	150 JERRY RD	EAST HARTFORD, CT 06118	150 JERRY RD	0	-81.71
2020-02-0040434	CORT FURNITURE RENTAL C/O BADEN TAX MGMT LLC	PO BOX 80397	FORT WAYNE, IN 46898-0397	VARIOUS	0	-110.05
2020-03-0058011	CRUZ JOSE M	28 GRIFFIN ST	SPRINGFIELD, MA 01104-2656	2013/1HGCR2F51DA030546	-9.02	-400.96
2020-03-0058114	CUADROS JEROMI	71 LANDERS RD	EAST HARTFORD, CT 06118-3319	2015/2HGFG3B08FH506055	0	-430.66
2020-03-0059578	DICKIE HOWARD B	33 CONNECTICUT BLVD	EAST HARTFORD, CT 06108	1985/WDBAB53A0FA227772	0	-3.60
2020-03-0059579	DICKIE HOWARD B	33 CONNECTICUT BLVD	EAST HARTFORD, CT 06108	2009/WDBUF87X49B426940	0	-55.66
2019-03-0060417	DOUGENIK JAMES D	41 SALEM CT APT B	GLASTONBURY, CT 06033-1163	2009/JS2YC414796202448	0	-122.82
2020-03-0060777	EASON LUCY W	4701 GREENHILL AVE	BALTIMORE, MD 21206-5743	2011/5FNRLSH468B054541	0	-283.50
2020-03-0060775	EASON LUCY W	4701 GREENHILL AVE	BALTIMORE, MD 21206-5743	200/5NPEU46CC68H367843	0	-126.00
2020-03-0060826	EATHORNE BRIAN	49 FOREST LN	EAST HARTFORD, CT 06118-2024	2004/5GZCZ534945859689	0	-7.24
2020-03-0061822	FINANCIAL SER VEH TRUST	5550 BRITTON PKWY	HILLIARD, OH 43026-7456	2018/5UXTR9C58JLD68930	0	-685.53
2019-03-0063754	GARCIA VILMARIE	17 WOODLAND ST APT D	VERNON, CT 06066-7107	2017/KM8SMDHF4HU176675	0	-324.90
2019-03-0063755	GARCIA VILMARIE	17 WOODLAND ST APT D	VERNON, CT 06066-7107	2008/4T1BK46K08U565819	0	-194.40
2020-02-0040705	GERASIMO SERGEI	24 DRUMLIN RD	S GLASTONBURY, CT 06073	1268 MAIN ST	0	-8.09

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	int	Over Paid
2020-03-0050152	ACAR LEASING LTD	4001 EMBARCADERO DR	ARLINGTON, TX 76014-4106	2018/3GKALTEV4JL301476	0	-216.66
2020-03-0050357	ADDO KOFI	106 CENTRAL AVE APT A1	EAST HARTFORD, CT 06108-3109	2008/1N4AL21E78N460892	0	-104.62
2020-03-0054027	BRADBY JAKE L	1331 BURNSIDE AVE APT B8	EAST HARTFORD, CT 06108-1577	2003/WBAEU33453PM52934	0	-14.12
2016-01-0001520	BREWER KEVIN	189 OXYOKE DR	BERLIN, CT 06037	9 CHERRY ST	0	-2,371.79
2019-03-0056296	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2019/1C4RJFBG5KC702575	0	-1,167.30
2020-03-0055910	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2017/2C4RC1EG4HR752523	0	-768.60
2020-03-0055912	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/3C4NJD880JT162109	0	-508.95
2020-03-0055924	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/1C4HJXDN7JW248646	0	-901.54
2020-01-0002661	CHANTHINITH DAWAN	150 JERRY RD	EAST HARTFORD, CT 06118	150 JERRY RD	0	-81.71
2020-02-0040434	CORT FURNITURE RENTAL C/O BADEN TAX MGMT LLC	PO BOX 80397	FORT WAYNE, IN 46898-0397	VARIOUS	0	-110.05
2020-03-0058011	CRUZ JOSE M	28 GRIFFIN ST	SPRINGFIELD, MA 01104-2656	2013/1HGCR2F51DA030546	-9.02	-400.96
2020-03-0058114	CUADROS JEROMI	71 LANDERS RD	EAST HARTFORD, CT 06118-3319	2015/2HGF63B08FH506055	0	-430.66
2020-03-0059578	DICKIE HOWARD B	33 CONNECTICUT BLVD	EAST HARTFORD, CT 06108	1985/WDBAB53A0FA227772	0	-3.60
2020-03-0059579	DICKIE HOWARD B	33 CONNECTICUT BLVD	EAST HARTFORD, CT 06108	2009/WDBUF87X498426940	0	-55.66
2019-03-0060417	DOUGENIK JAMES D	41 SALEM CT APT B	GLASTONBURY, CT 06033-1163	2009/JS2YC414796202448	0	-122.82
2020-03-0060777	EASON LUCY W	4701 GREENHILL AVE	BALTIMORE, MD 21206-5743	2011/5FNRL5H46BB054541	0	-283.50
2020-03-0060775	EASON LUCY W	4701 GREENHILL AVE	BALTIMORE, MD 21206-5743	200/5NPEU46C68H367843	0	-126.00
2020-03-0060826	EATHORNE BRIAN	49 FOREST LN	EAST HARTFORD, CT 06118-2024	2004/5G7CZ53494S859689	0	-7.24
2020-03-0061822	FINANCIAL SER VEH TRUST	5550 BRITTON PKWY	HILLIARD, OH 43026-7456	2018/5UXTR9C58ILD68930	0	-685.53
2019-03-0063754	GARCIA VILMARIE	17 WOODLAND ST APT D	VERNON, CT 06066-7107	2017/KM8SMDHF4HUJ76675	0	-324.90
2019-03-0063755	GARCIA VILMARIE	17 WOODLAND ST APT D	VERNON, CT 06066-7107	2008/4T1BK46K08U565819	0	-194.40
2020-02-0040705	GERASIMO SERGEI	24 DRUMLIN RD	S GLASTONBURY, CT 06073	1268 MAIN ST	0	-8.09
2020-03-0064514	GROLL JOSEPH E	929 BURNSIDE AVE APT C4	EAST HARTFORD, CT 06108-2752	2016/1G1BE5SM4G7240816	0	-13.63

2020-03-0053422	BIALLAS GRACINDA	25 CLOVER LN	EAST HARTFORD, CT 06118-1608	1978/RN28156848	0	-152.55
2020-03-0066221	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040	2019/2HKRW2H53KH657091	0	-214.64
2020-02-0040817	HOWMEDICA OSTEONICS	PO BOX 460389	HOUSTON, TX 77056	255 PITKIN ST	0	-44,482.22
2020-03-0067151	JAHN SIOBHAN C	20 HUNTERS RDG APT 31	UNIONVILLE, CT 06085-1084	2008/1YVHP84C485M00962	0	-97.59
2020-03-0088148	JOHNSON OLIVIA I	9 KING CT UNIT 9	EAST HARTFORD, CT 06118	2014/5NPEB4ACXEH894311	-3.06	-34.20
2020-01-0007133	JOHNSTON JAMES J & SUSAN O	26 SPARROWBUSH RD	EAST HARTFORD, CT 06108	26 SPARROWBUSH RD	0	-33.34
2020-03-0074185	KEESLER THERESA	11 ANTHONY RD	BOLTON, CT 06043	2011/JHMZE2H38BS004144	0	-13.95
2019-03-0074116	MILLER ANDRE D	17 AVON DR	EAST HARTFORD, CT 06118-2006	2002/WAULT64B52N102092	0	-42.52
2020-01-0009965	NARAINÉ JOSEPH D & PITRI V	143 LEVERICH DR	EAST HARTFORD, CT 06108	19-21 BIDWELL AVE	0	-2,793.17
2019-02-0041761	NGUYEN THANH HUYEN	205 BURNSIDE AVE UNIT 3	EAST HARTFORD, CT 06108	205 BURNSIDE AVE	0	-363.42
2018-04-0086125	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265	2017/JN1EV7AR0HM838372	0	-346.23
2019-03-0075875	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265	2017/IN4AA6AP6HC379098	0	-534.38
2020-03-0074733	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265	2017/JN1EV7AR0HM839456	0	-772.66
2019-01-0010886	ORTIZ JUAN JR & TERESA	250 GOODWIN ST	EAST HARTFORD, CT 06108	250 GOODWIN ST	0	-99.84
2020-01-0011862	REKOSIEWICZ NORBERT	9913 VILLA MEDICI PL	BOCCA RATON, FL 33434	552 HILLS ST	0	-2,536.84
2020-03-0081705	SEELEY LYNN A	7 COLUMBUS CIR	EAST HARTFORD, CT 06108-1708	2004/4S3BH686547637444	0	-145.80
2020-03-0069120	TAWAKALITU AHMED	19 BELL CT APT B1	EAST HARTFORD, CT 06108-3828	2004/JTDBE32KX40278940	0	-117.00
2019-03-0087223	USB LEASING LT	1850 OSBORN AVE	OSHKOSH, WI 54902-6197	2016/2C3CDXJG7GH211616	0	-169.52
2019-03-0087224	USB LEASING LT	1850 OSBORN AVE	OSHKOSH, WI 54902-6197	2016/3CGRR7LT0GG388579	0	-284.86
2020-03-0085309	USB LEASING LT	1850 OSBORN AVE	OSHKOSH, WI 54902-6197	2016/2C3CDZAG4GH345267	0	-559.57
2020-03-0086952	WHITE CLAYTON A JR & WHITE CAROL	145 FILBERT ST	SEBASTIAN, FL 32958	1968/452398Y1131837	0	-7.65
SUBTOTAL					(12.08)	(62,704.28)
<b>TOTAL</b>						<b>\$ (62,716.36)</b>

2020-03-0064514	GROLL JOSEPH E	929 BURNSIDE AVE APT C4	EAST HARTFORD, CT 06108-2752	2016/1G1BE55M4G7240816	0	-13.63
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2020-03-0066221	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040	2019/2HKRW2H53KH657091	0	-214.64
2020-02-0040817	HOWMEDICA OSTEONICS	PO BOX 460389	HOUSTON, TX 77056	255 PITKIN ST	0	-44,482.22
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2020-03-0088148	JOHNSON OLIVIA I	9 KING CT UNIT 9	EAST HARTFORD, CT 06118	2014/5NPEB4ACXE894311	-3.06	-34.20
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2020-03-0074185	KEESLER THERESA	11 ANTHONY RD	BOLTON, CT 06043	2011/JHMZE2H388S004144	0	-13.95
2019-03-0074116	MILLER ANDRE D	17 AVON DR	EAST HARTFORD, CT 06118-2006	2002/WAULT64B52N102092	0	-42.52
2020-01-0009965	NARAINIE JOSEPH D & PITRI V	143 LEVERICH DR	EAST HARTFORD, CT 06108	19-21 BIDWELL AVE	0	-2,793.17
2019-02-0041761	NGUYEN THANH HUYEN	205 BURNSIDE AVE UNIT 3	EAST HARTFORD, CT 06108	205 BURNSIDE AVE	0	-363.42
2018-04-0086125	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265	2017/JN1EV7AR0HM838372	0	-346.23
2019-03-0075875	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265	2017/1N4AA6AP6HC379098	0	-534.38
2020-03-0074733	NISSAN INFINITI LT	PO BOX 650214	DALLAS, TX 75265	2017/JN1EV7AR0HM839456	0	-772.66
2019-01-0010886	ORTIZ JUAN JR & TERESA	250 GOODWIN ST	EAST HARTFORD, CT 06108	250 GOODWIN ST	0	-99.84
2020-01-0011862	REKOSIEWICZ NORBERT	9913 VILLA MEDICI PL	BOCCA RATON, FL 33434	552 HILLS ST	0	-2,536.84
2020-03-0081705	SEELEY LYNN A	7 COLUMBUS CIR	EAST HARTFORD, CT 06108-1708	2004/4S3BH686547637444	0	-145.80
2020-03-0069120	TAWAKALITU AHMED	19 BELL CT APT B1	EAST HARTFORD, CT 06108-3828	2004/JTDBE32KX40278940	0	-117.00
2019-03-0087223	USB LEASING LT	1850 OSBORN AVE	OSHKOSH, WI 54902-6197	2016/2C3CDXJG7GH211616	0	-169.52
2019-03-0087224	USB LEASING LT	1850 OSBORN AVE	OSHKOSH, WI 54902-6197	2016/3C6RR7LT0GG388579	0	-284.86
2020-03-0085309	USB LEASING LT	1850 OSBORN AVE	OSHKOSH, WI 54902-6197	2016/2C3CDZAG4GH345267	0	-559.57

2020-03-0086952	WHITE CLAYTON A JR & WHITE CAROL	145 FILBERT ST	SEBASTIAN, FL 32958	1968/452398Y131837	0	-7.65
	SUBTOTAL				(12.08)	(62,704.28)
	<b>TOTAL</b>					<b>\$ (62,716.36)</b>