

TOWN COUNCIL AGENDA
COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"
50 Chapman Place
EAST HARTFORD, CONNECTICUT
February 7, 2023

REVISED 2/3/2023

=====

This Town Council meeting is accessible through "**Microsoft Teams**" [929-235-8441](tel:929-235-8441)
Conference ID: 275 460 877# or [Click here to join the meeting](#)

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 17, 2023 Regular Meeting

6. COMMUNICATIONS AND PETITIONS

- A. Presentation by Department of Public Works re: Facilities Improvement Plan
- B. Notice of Bid Approval: Custom Boat Trailer
- C. Notice of Fund Balance Surplus: Transfer to Retiree Benefit Trust Fund
- D. Resignation/s from Boards and Commissions

7. OLD BUSINESS

8. NEW BUSINESS

- A. Grant Application: Brownfields Funding for Church Corners Inn from Capitol Region Council of Governments (CRCOG)
- B. Waiver of Qualifications: Educational Requirements for Public Works Director Applicant
- C. Bid Waiver: Westlaw Legal Research Service
- D. Recommendation from Real Estate Acquisition and Disposition Committee re: Rosenthal Street
- E. Recommendations from Personnel and Pensions Committee re: Revised Job Descriptions
 - 1. Police Records Clerk I
 - 2. Police Records Clerk II
 - 3. Supervisor Public Safety Communications
 - 4. Animal Control Officer

- 5. Telecommunications Officer - Public Safety
 - 6. Police Patrol Officer
 - 7. Chief of Staff
 - F. Refund of Taxes
 - G. Bid Waiver: McAuliffe Park Railroad Crossing**
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
 10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. The pending workers' compensation claims of former Town employee, Christopher Moquin.
 - B. The pending assessment (tax) appeal known as INTERCOMMUNITY, INC. v. TOWN OF EAST HARTFORD – HHB-CV22-6155974-S ~~involving real property located at 287 Main Street, East Hartford for the Grand List year 2021.~~
 - C. The pending assessment (tax) appeal known as EAST HARTFORD BUSINESS PARK v. TOWN OF EAST HARTFORD – HHB-CV22-6073434-S, ~~involving real property located at 88 Long Hill Street, East Hartford for the Grand List year 2021.~~
 11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
 12. ADJOURNMENT (next meeting: February 21, 2023 at Community Cultural Center)

EAST HARTFORD TOWN COUNCIL

COMMUNITY CULTURAL CENTER AUDITORIUM

January 17, 2023

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

ABSENT

ALSO Mayor Michael P. Walsh
PRESENT Connor Martin, Chief of Staff (via Teams)
Melissa McCaw, Finance Director
Kevin Munson, Fire Chief
Laurence Burnsed, Director of Health and Human Services (via Teams)
Eileen Buckheit, Director of Development (via Teams)
Marilynn Cruz-Aponte, Director of Public Works (via Teams)
Amy Peltier, Director, EH Works!

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:31 pm. The Chair stated that this meeting was also available to the public through the “Teams” platform.

The Chair then announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the Pledge of Allegiance.

The Chair asked for a moment of silence to recognize the passing of Vincent Parys, long time resident who worked for the town as a carpenter and served on the Veterans Commission.

AMENDMENTS TO THE AGENDA

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Walsh

- wished all a good evening
- announced that all Town Hall Departments have relocated to their temporary locations at the Community Cultural Center as of January 9th. The Town Clerk’s Office is located in a temporary building in front of Town Hall at 740 Main Street.
- As of January 11th, 2023 the Town of East Hartford has acquired the Church Corners Inn located at 860 Main Street. Approximately 30 tenants will be relocated and administration is developing a request for proposal to renovate the property.
- National Development has begun adding dirt at the Rentschler Field site to increase the elevation as one of the first steps of construction.

- Friday is the last day for appeal on the Silver Lane Plaza Eminent Domain claim. Pullman and Comley, LLC have assisted the town by filing a Certificate of Taking which the Mayor anticipates will take effect in the next few days.
- February 15, 2023 at 6:30 pm is tentatively scheduled for a “Town Hall” meeting detailing plans for projects in the coming year. The presentation will be held in the CCC Auditorium and residents are encouraged to attend.

APPROVAL OF MINUTES

January 3, 2023 Public Hearing

MOTION By Sebrina Wilson
seconded by John Morrison

to **approve** the minutes of the January 3, 2023 Public Hearing.

Motion carried 9/0

January 3, 2023 Regular Meeting

MOTION By Sebrina Wilson
seconded by Travis Simpson

to **approve** the minutes of the January 3, 2023 Regular Meeting.

Motion carried 9/0

COMMUNICATIONS AND PETITIONS

Bulky Waste, Transfer Station and Recycling Report from Department of Public Works

The Chair introduced Marilynn Cruz-Aponte, Director of Public Works who provided an update on new solid waste initiatives implemented by the department.

On July 1, 2022 All American Waste was contracted to handle bulky waste and curbside solid waste collection services to residents. The procedure for bulky waste pick up was changed to eliminate the several weeks in which bulky waste such as sofas, bedding and other items were left on the curb. Reports of such waste are reported to the town and American Waste picks them up. Property owners are notified that the waste was in violation of town ordinances and that one of the two free bulky waste pickups has been charged to the property owner. Bulky collection pick-ups nearly tripled July-December 2023 vs. the two previous annual periods and the number of unscheduled bulky waste pickups has been significantly reduced. The Director stated that communications to encourage residents to schedule pickups have proven effective.

On October 1, 2022, the Transfer Station’s new pay-at-the-gate system took effect with an updated fee structure and allowance of credit/debit card and checks as forms of payment to replace ticket permits. The pattern of use remains similar and the Director stated that the program has provided an opportunity to repurpose administrative staff to other projects.

DPW has also initiated curbside recycling cart inspections as of February 2022. Led by Solid Waste Official Cesar Zapata, a marketing campaign was created to educate the public on proper recycling practices. The Director shared examples of door-tags and other communications and feels the program has been very successful. An enforcement process for those who fail to comply will be developed in the near future.

Annual Energy Use Summary from Bay State Consultants

Mayor Walsh stated that in 2016 the Town entered into a 7-year fixed-rate contract through private contractor TC Energy that remains effective through December 2023. Comparing the contracted rate to Eversource's current standard rate has yielded an estimated savings of roughly \$775,000 to the town for the 2022 calendar year. The Mayor stated that it is unlikely to expect a similar savings once the contract ends as rates have increased over time.

Resignation from Boards and Commissions

The Chair shared that Brennden Colbert has resigned from the Economic Development Commission due to health reasons, with the goal of returning to serve on the commission once his situation improves. The Chair expressed appreciation on behalf of the Council for Mr. Colbert's service and wished him a speedy recovery.

OLD BUSINESS

NEW BUSINESS

Approval of Collective Bargaining Agreement Between the Town of East Hartford and Local 1548 International Association of Fire Fighters, AFL-CIO

MOTION By Awet Tsegai
 seconded by Tom Rup

to **approve** the tentative collective bargaining agreement between the Town of East Hartford and Local 1548 International Association of Fire Fighters, AFL-CIO effective July 1, 2022 through June 30, 2026 as outlined and attached to a memo dated January 10, 2023 from Michael P. Walsh, Mayor to Rich Kehoe, Town Council Chair and as ratified by the bargaining unit members on January 4, 2023.

Motion carried 9/0

Contingency Transfer

MOTION By Awet Tsegai
 seconded by Tom Rup

to **transfer** \$298,508 from Account #G9600-60201, "Contingency Reserve Contract Negotiations," and \$9,825 from Account G9600-63492, "Contingency Reserve- General"

to Account #G5137-60110, "Permanent Services- Fire Suppression;" such transfer to provide a source of funds for the recently settled Fire Fighters Contract.

Motion carried 9/0

Tax Policy Committee- Council Acting as Committee of the Whole Re: Tax Incentive for National Development Project at Rentschler Field

MOTION By Angie Parkinson
seconded by Tom Rup

to adopt the following resolution:

WHEREAS, Rentschler WD West LLC, a Delaware limited liability company, has proposed building an approximately 1.3 million square foot warehouse building to be located at Map/Lot 33-7, 695 East Harford Boulevard North, in the Town of East Hartford, Connecticut and Map/Lot 33-8, 501 East Hartford Boulevard North, East Hartford, Connecticut (hereinafter the "Project"); and

WHEREAS, the Project is located within the Rentschler Field Enterprise Zone; and

WHEREAS, the construction of the Project will generate an interim assessment to the October 1, 2023 Grand List, prior to the commencement of the Enterprise Zone tax abatement; and

WHEREAS, the proposed cost of the Project is in excess of Forty Million Dollars (\$40,000,000.00) in the aggregate; and

WHEREAS, the Town will benefit from the development of the Project, the prospect of new jobs for the area and increased personal property taxes; and

WHEREAS, the Town's goals are to preserve and create jobs, create a stable long-term tax base and encourage the growth of new and existing businesses; and

WHEREAS, Connecticut General Statutes Section 12-65b, as amended, provides the legal authority for a municipality to enter into this tax assessment agreement for the October 1, 2023 Grand List interim assessment; and

WHEREAS, the Town and Rentschler WD West LLC, intend to enter into two Tax Modification Agreements, drafts of which have been provided to the Town Council (the "Tax Agreements"), to modify the assessment attributable to the project on the October 1, 2023 Grand list year by:

1. reducing the assessed value of land at Map/Lot 33-8 by an amount equal to 2.84% of the 2023 Grand List Year assessed value. For purposes of this agreement the "Baseline Assessment" shall be the assessed value of land at Map/Lot 33-8 as assessed for the real property tax purposes on the October 1, 2022 Grand List, which assessed value is \$8,879,190 per the East Hartford Assessor: (i) The first payment of taxes due on the October 1, 2023 Grand List with respect to the "Baseline Assessment" shall be due and payable on July 1, 2024; and (ii) The remainder of the

tax bill due on the October 1, 2023 Grand List shall be due and payable in full no later than January 31, 2025; and

2. reducing the assessed value of land at Map/Lot 33-7 by an amount equal to 2.84% of the 2023 Grand List Year assessed value. For purposes of this agreement the "Baseline Assessment" shall be the assessed value of land at Map/Lot 33-7 as assessed for the real property tax purposes on the October 1, 2022 Grand List, which assessed value is \$6,295,500 per the East Hartford Assessor: (i) The first payment of taxes due on the October 1, 2023 Grand List with respect to the "Baseline Assessment" shall be due and payable on July 1, 2024; and (ii) The remainder of the tax bill due on the October 1, 2023 Grand List shall be due and payable in full no later than January 31, 2025.

NOW, THEREFORE, BE IT HEREBY

RESOLVED: That the two Tax Agreements, substantially in the form as presented to this meeting and made a part hereof as fully as if set forth herein, with such changes, omissions, insertions and revisions as any Corporation Counsel of the Town shall deem advisable, are hereby approved; and Michael P. Walsh, Mayor, in the name of the Town, is hereby authorized to execute said Tax Agreement.

RESOLVED: That the Mayor, or any designee of the Mayor, is hereby authorized to make, execute and deliver all such additional and supplemental documents, and to do and perform such acts and to take such actions as may be necessary or required for the consummation of the transactions provided for and contemplated by the Tax Agreement and any supplements or amendments thereto.

On call of the vote, the motion carried 9/0

Bid Waivers: Fire Department

Narcotic Electronic Storage Vault

MOTION By Don Bell
 seconded by John Morrison

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by Section 10-7(b) and allow the Fire Department to purchase 10 Knox Med Vaults as part of the Department's Electronic Storage System for \$18,260 from CDBG-CV funds as detailed in a memo from Kevin Munson, Fire Chief to Mayor Michael P. Walsh on December 30, 2022.

Motion carried 9/0

Replenishment Station

MOTION By Don Bell
 seconded by Travis Simpson

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by

Section 10-7(b) and allow the Fire Department to purchase a BD Pyxis MedBank Tower for \$39,965.00 from CDBG-CV funds as detailed in a memo from Kevin Munson, Fire Chief to Mayor Michael P. Walsh on December 30, 2022.

Motion carried 9/0

Bid Waiver: Plowing Services

MOTION By Harry Amadasun
seconded by Don Bell

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by Section 10-7(b) and allow the Department of Public Works to engage plowing services for Fiscal Year 23 with contractors JVIII Construction, A&A Industries and Connecticut Seal Coating at rates detailed in a memo from Marilynn Cruz-Aponte, Director of Public Works to Mayor Michael P. Walsh dated January 10, 2023.

Motion carried 9/0

Resolution Re: Authorization for Receipt of Grant Funds from Capital Workforce Partners for Summer Youth Employment and Learning Program

MOTION By Sebrina Wilson
seconded by John Morrison

to **adopt** the following resolution:

WHEREAS; Capital Workforce Partners has made available funding to support the Summer Youth Employment and Learning Program, and;

WHEREAS; these funds can be used to provide East Hartford youth age 14-21 with employment and learning experience, while offering local employers subsidized wages for the interns' labor,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by Capital Workforce Partners as they pertain to this Summer Youth Employment and Learning Program grant.

On call of the vote, the motion carried 9/0

Resolution: Office of Policy and Management Neglected Cemeteries Grant Program

MOTION By Sebrina Wilson
seconded by Travis Simpson

to **adopt** the following resolution

WHEREAS; the state Office of Policy and Management (OPM) makes funds available to municipalities under the Neglected Cemeteries Program; and

WHEREAS, the purpose of this program is to provide grants to clear weeds, briars and bushes; to mow cemetery lawn areas; to repair fences and walls; to straighten memorial stones and perform other activities to keep neglected cemeteries in an orderly and decent condition,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, accept, execute and approve on behalf of this corporation, any and all agreements, documents, contracts, and amendments as may be required by the state Office of Policy and Management as they pertain to this Neglected Cemeteries Grant Program.

On call of the vote, the motion carried 9/0

Resolution: CT Department of Public Health Epidemiology and Laboratory Capacity Supplement (ELC2) Program

MOTION By Harry Amadasun
 seconded by Tom Rup

to **adopt** the following resolution

WHEREAS; the State Department of Public Health (DPH) is making funds from the Centers of Disease Control and Prevention (CDC) for the enhanced detection, response, surveillance and prevention of COVID-19, and;

WHEREAS; these funds provide resources to improve and enhance the Town's response to COVID-19 and other infectious diseases,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the DPH or CDC as they pertain to this the Epidemiology and Laboratory Capacity Supplement (ELC2) grant.

On call of the vote, the motion carried 9/0

Referral to Personnel and Pensions Subcommittee Re: Police Records Clerk Job Descriptions (levels I and II)

MOTION By Awet Tsegai
 seconded by Tom Rup

to **refer** to the Personnel & Pensions Subcommittee proposed revisions to job descriptions for the positions for Police Records Clerk, Level I and Police Records Clerk, Level II as provided in a memo from Tyron Harris, Human Resources Director to Mayor Michael P. Walsh dated January 10,

2023 with instructions to review the positions and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Recommendations from Personnel and Pensions Subcommittee Re: Job Descriptions for Deputy Finance Director and Real and Personal Property Assistant

MOTION By Awet Tsegai
seconded by Tom Rup

to **approve** the revised Job Description for the position of Deputy Finance Director and the revised Compensation Plan for the position of Real and Personal Property Assistant dated December 1, 2022 as amended by the Department of Human Resources per the subcommittee's discussion at the December 20, 2022 meeting.

Motion carried 9/0

Referral to Real Estate Acquisition and Disposition Committee Re: Classification of Rosenthal Street as a Town Road

MOTION By Angie Parkinson
seconded by John Morrison

to **refer** to the Real Estate Acquisition and Disposition Committee consideration of the acquisition of Rosenthal Street to be classified as a Town Road as detailed in a memo from Michael P. Walsh to Town Council Chair Richard Kehoe on January 11, 2023 and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Referral to Fees Committee Re: Permit Fee Reduction at 1-36 Jaidee Drive (Easton Place)

MOTION By Harry Amadasun
seconded by Travis Simpson

to **refer** to the Fees Committee consideration of a permit fee reduction for a project at 1-36 Jaidee Drive, also known as Easton Place as proposed in a memo from Michael P. Walsh to Town Council Chair Richard Kehoe on January 11, 2023 and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Revised FY2023-24 Budget Workshop Schedule

MOTION By Angie Parkinson
seconded by Don Bell

to **revise** the FY2023-2024 Town Council Budget Workshop schedule, which will be held in person at the Community Cultural Center and virtually

with access information posted on the agenda, and the start time for each workshop shall be as follows:

FY 2023-24 Revised Budget Workshop Calendar

COMMUNITY CULTURAL CENTER

Monday, February 27, 2023

6:30 p.m.

Mayor's Summary of Budget

Town Treasurer
Town Council
Town Clerk
Registrars of Voters
Selectmen
Probate Court
Corporation Counsel

Public Works

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

Wednesday, March 1, 2023

6:30 p.m.

Board of Education

Superintendent of Schools

Police Department

Police Administration
Operations
Criminal Investigation
Police Capital Improvements

Public Safety Complex

Public Safety Communications

Fire Department

Administration
Suppression
Fire Training
Fire Marshal
Apparatus Maintenance
Alarm Maintenance
Emergency Medical Service

Emergency Management
Fire Capital Improvements

Saturday, March 4, 2023

8:30 am

Boards and Commissions

Beautification Commission
Inland/ Wetlands/Environment Commission
Personnel Board of Appeals
Emergency Medical Services
Zoning Board of Appeals
Board of Ethics
Commission on Aging
Services for Persons w/Disabilities

Veterans Commission
Board of Assessment Appeals
Historic District Commission
Commission on Culture & Fine Arts
Public Building Commission
Pension & Retiree Benefit Board
The Hockanum River Commission Commission on

Development

Administration
Redevelopment Agency
Economic Development Commission
Planning & Zoning Commission
Grants Administration
Inspections and Permits
East Hartford Works!

Lunch Break 12:30 p.m.

Executive

Office of the Mayor
Human Resources
Public Library

Information Technology

Monday, March 6, 2023

6:30 p.m.

Health and Social Services

Administration
Community Health & Nursing Services
Environmental Control
Social Services

Parks and Recreation

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

Finance

Administration

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

Motion carried 9/0

Appointments/Reappointments: Boards and Commissions

MOTION By Harry Amadasun
seconded by Tom Rup

to **approve** the following:

Appointments

Zoning Board of Appeals

- D — Erwin Hurst — 118 Oxford Drive — term to expire 12/23
- D — Daron Ross — 2 Outlook Street — term to expire 12/23

Beautification Commission

- D — Time Larson — 33 Gorman Place — term to expire 12/24

Re-Appointments

Commission on Aging

- R — Anita Morrison — 34 Jonathan Lane — term to expire 12/24

Economic Development Commission

- R — Anita Morrison — 34 Jonathan Lane — term to expire 12/24

Motion carried 9/0

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Tsegai requested an update on the Jasko, LLC development project at the former Showcase Cinema site on Silver Lane. *The Mayor stated that changes in financial economy since the project was approved by the Council have caused delay and affected the project. Jasko are proposing plans that downsize the number of apartments from 476 to a number under 400 units. A meeting is planned between the Town and the developers to discuss the request. The Mayor expects to refer to the Council a modified tax agreement based on the changes and potentially reengaging with the Planning and Zoning Commission to approve changes.*

Councillor Tsegai also made note of a lack of lighting on Roberts Street heading towards Forbes Street. *The Mayor stated he will look into the issue.*

Councillor Simpson made note that the basketball court located directly behind the auditorium at the CCC was in use during a recent Planning and Zoning meeting, causing a noise issue. *Eileen Buckheit, Development Director stated that there was a practice involving the Special Olympics*

group that ended just before the meeting began. The issue will be addressed to assure the court is not in use during meetings going forward.

Councillor Simpson also requested clarification regarding live viewing options for meetings held at the Community Cultural Center. *Chair Kehoe stated that due to the relocation to the Cultural Center, the only current option for watching meetings live is via Teams or in person. The goal is to provide live broadcasts from the auditorium as soon as possible and discussions with Channel 5 are ongoing.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

OPPORTUNITY FOR RESIDENTS TO SPEAK

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell
 to **adjourn** (9:52 pm)

Motion carried 9/0

The Chair wished all a good evening and announced that the next regular meeting of the Town Council would be on February 7, 2023.

Attest _____

Jason Marshall
TOWN COUNCIL CLERK



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24th, 2023
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor
RE: COMMUNICATION: DPW Facilities Improvement

M/W

Please allocate time on the town council agenda to allow DPW Director Marilynn Cruz-Aponte to present an updated plan for improvements to Public Works facilities at Ecology Drive.

Please place this item on the Town Council agenda as a communication for the February 7th, 2023 meeting.

C: M. Cruz-Aponte, Public Works Director.



**TOWN OF EAST HARTFORD PUBLIC WORKS
MEMORANDUM**

To: Michael P. Walsh, Mayor

From: Marilyn Cruz-Aponte, Director of Public Works

Date: January 24, 2023

RE: Council Communication – DPW Facilities Improvements

Marilyn Cruz-Aponte

Background

In May, 2022, the Department of Public Works envisioned a three-year, \$54M renovation of its facility on Ecology Drive based on a study provided by engineers Weston & Sampson. The Department then subsequently revised the project scope and timetable based on input provided by the Mayor, Finance Director and the Council members who toured the facility.

The Department discussed the alternate plan with the Council at its September 20, 2022, meeting, and there was general consensus that the poor condition of the facility warranted action to correct the numerous deficiencies identified by Weston & Sampson. Those deficiencies include:

1. Substandard bathroom and breakroom amenities unsuitable for use by the men and women of the department.
2. Unsafe fleet building due to inadequate ventilation, structural deterioration, deficient storage of lubricants and other chemicals; inadequate interior lighting, outdated shop equipment, lack of proper vehicle wash, dangerous sight-lines at garage entrance and exit restricting safe ingress and egress of vehicles.
3. Existing roofs and the key mechanical, electrical and plumbing systems in all buildings are at the end of their usable lives. For example, on December 23, 2022, a wind storm detached a section of roofing material covering the Fleet Shop requiring repair estimated to cost \$20,000. The roofing vendor, The Garland Company Inc., considers the repair to only be temporary and recommends a full roof replacement by November 2023 costing between \$725,000 and \$787,000.
4. Non-compliance with OSHA requirements, especially absence of facilities suitable for use by female personnel, and lack of ADA ramps, and required clearances at water fountains, sinks, showers, etc.
5. Unsafe buildings due to lack of fire suppression/sprinkler systems; no emergency power supply, excessive water leakage into structures, and outdated sewerage pump systems.

6. Unsecure site due to lack of security cameras, unfenced border, inadequate night lighting that does not protect against theft and vandalism.
7. Inadequate storage facilities for vehicles and equipment resulting in their deterioration and reduced lifespan.
8. Abundant rodent populations and concomitant disease vector concerns.

At its September 20, 2022 meeting, the Council acknowledged the facility's poor condition and requested the Department to consider the following:

1. In light of the many financial obligations of the Town, the fiscal impact of the project requires its phasing over a longer period of time than first recommended by the Department.
2. The use of existing DPW facilities as swing-space during renovations is preferred over the rental of privately-owned commercial garage space. Any expenditures on temporary DPW facilities should accrue to the benefit of the Town.
3. Alternatives to the proposed rental of temporary restroom/breakroom facilities for DPW personnel should be examined to reduce rental costs.

Current Plan and Conclusion

In response to the Council's guidance, the Department has amended the project plan in the following ways:

1. Attachments A, B and C provide details of the recommended eight (8) year plan. The phases are sequenced in priority order and enable the Town to spread costs over time.
2. The immediate need for employee restroom/breakroom facilities is addressed in the current fiscal year with funding identified in the existing operating budget in the amount of \$141,400 for set up and use. The proposed FY 24 budget includes \$71,400 for the rental use. After research, the rented modular units were deemed to be the most practicable and will cost 22% less than presented to the Council in September.
3. As a result of the December, 2022 Fleet Shop roof damage and the projected cost of repair and replacement of its 17,500 square foot roof, DPW has identified an alternative option to design temporary Fleet Shop facilities in the existing Sanitation garage, now vacant, at a cost of \$200,000.
4. The costs described in Attachments A, B and C will be submitted as part of the ten-year Capital Improvement Plan for consideration by the Mayor and Council. The estimated cost of renovations of the vacant Sanitation garage for temporary Fleet Shop operations is \$2.4M. This will be the first significant allocation in the proposed sequence of improvements.

This multi-year plan is responsive to the financial concerns of the Town while recognizing and honoring the Town's duty to provide its employees a safe and healthy workplace. It provides for the best interests of Public Works personnel enabling them to offer effective service to the residents, businesses, and visitors of East Hartford.

ATTACHMENT A

East Hartford DPW Phased Improvement Price Comparison



PROJECT NAME	TOWN COUNCIL MTG. DATE	PROJECT YEAR										Project #	SF	TOTAL COST		
		2023	2024	2025	2026	2027	2028	2029	2030	2031						
IMMEDIATE URGENT PROJECTS TO MITIGATE EMPLOYEE SAFETY AND SUBSTANDARD SANITARY CONDITIONS																
PW-B: Rental of Two Modular Employee Facilities Bldgs	Sept. 20, 22	\$181,480	\$111,480	\$111,480	\$181,480									PW-B	0	\$565,920
PW-A: Rental of Two Modular Employee Facilities Bldgs	Feb. 7, 23	\$141,400	\$71,400	\$71,400	\$71,400	\$141,400								PW-B	0	\$568,400
PW-A: Rental of Fleet Maintenance Bldg	Sept. 20, 22	\$650,000	\$100,000	\$100,000	\$100,000	\$100,000								PW-A	0	\$1,050,000
PW-B: Retrofit of Sanitation for Temp. Fleet Maintenance	Feb. 7, 23	\$200,000	\$2,400,000											PW-A	5,800	\$2,600,000
PROJECTS VITAL TO LONG-TERM DPW OPERATIONS																
PW-C: Highway Storage Protective Shelter	Sept. 20, 22		\$170,000	\$1,530,000										PW-2	20,000	\$1,700,000
PW-C: Highway Storage Protective Shelter	Feb. 7, 23		\$170,000	\$1,530,000										PW-2	20,000	\$1,700,000
PW-D: Remove Highway Building	Sept. 20, 22		\$68,000	\$674,000										PW-3A	0	\$742,000
PW-D: Remove Highway Building	Feb. 7, 23		\$68,000	\$674,000										PW-3A	0	\$742,000
PW-E: Build New Highway Garage w/Employee Fac.	Sept. 20, 22			\$1,000,000	\$10,300,000									PW-3B	13,000	\$11,300,000
PW-E: Build New Highway Garage w/Employee Facilities	Feb. 7, 23			\$1,000,000	\$10,300,000									PW-3B	13,000	\$11,300,000
PW-F: New 13,000 SF Fleet Maintenance Garage, Sign Shop, Facilities Workshop Bldg	Sept. 20, 22			\$1,060,000	\$10,440,000									PW-1	13,000	\$11,500,000
PW-F: New 13,000 SF Fleet Maintenance Garage, Sign Shop, Fac. Workshop Bldg	Feb. 7, 23			\$1,116,000	\$10,884,000									PW-1	13,000	\$12,000,000
PW-G: Renovations and additions to Parks Building	Sept. 20, 22			\$360,000	\$3,240,000									PW-4	12,000	\$3,600,000
PW-G: Renovations and additions to Parks Building	Feb. 7, 23			\$198,450	\$1,786,050									PW-4	10,000	\$1,984,500
PROJECTS FOR FUTURE CONSIDERATION																
PW-H: Remove Fleet Maintenance Building	Sept. 20, 22					\$97,200	\$874,800							PW-5	0	\$972,000
PW-H: Remove Fleet Maintenance Building	Feb. 7, 23						\$104,400	\$940,000						PW-5	0	\$1,044,400
PW-I: Construct new PEMB Admin Building	Sept. 20, 22					\$382,000	\$3,438,000							PW-6	3,200	\$3,820,000
PW-I: Construct new PEMB Admin Building	Feb. 7, 23						\$410,000	\$3,690,000						PW-6	3,200	\$4,100,000
TOTALS																
September 20, 2022 Cost/Year		\$631,480	\$449,480	\$3,415,480	\$12,001,480	\$13,780,000	\$479,200	\$4,312,800	\$0	\$0	\$0	\$0	Sept. 20, 2022	61,200		\$35,269,920
February 7, 2023 Cost/Year		\$341,400	\$2,709,400	\$3,275,400	\$10,371,400	\$11,187,400	\$11,223,850	\$1,786,050	\$514,400	\$4,630,000	\$4,630,000	Jan. 31, 2023	65,000			\$36,039,300
													MTG. DATE	SF	TOTAL COST	COST/SF

September 20, 2022
January 31, 2023

DESIGN AND BIDDING COSTS
DESIGN AND BIDDING COSTS

ATTACHMENT B

PROJECT PW-A
Rental of Two Modular Employee Facilities Buildings
2023-2028



PROJECT PW-B
Retrofit Sanitation Garage for Temp. Fleet Maintenance
2024



PROJECT PW-C
Highway Storage Protective Shelter
2025



PROJECT PW-D
Demolition of Existing Highway Building
2025



PROJECT PW-E
New Highway Garage with Employee Facilities
2026



PROJECT PW-F
New Fleet Maintenance Garage, Sign Shop
& Facilities Workshop
2028

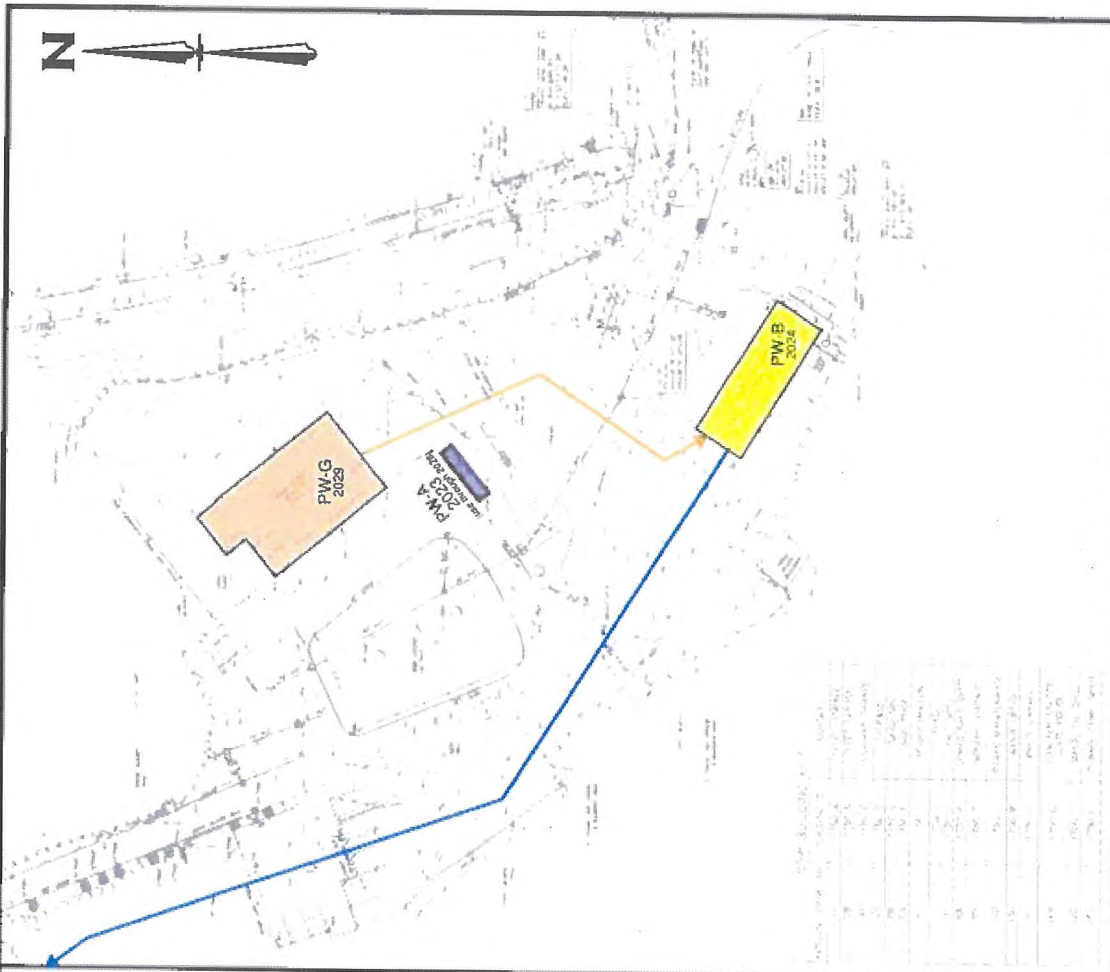
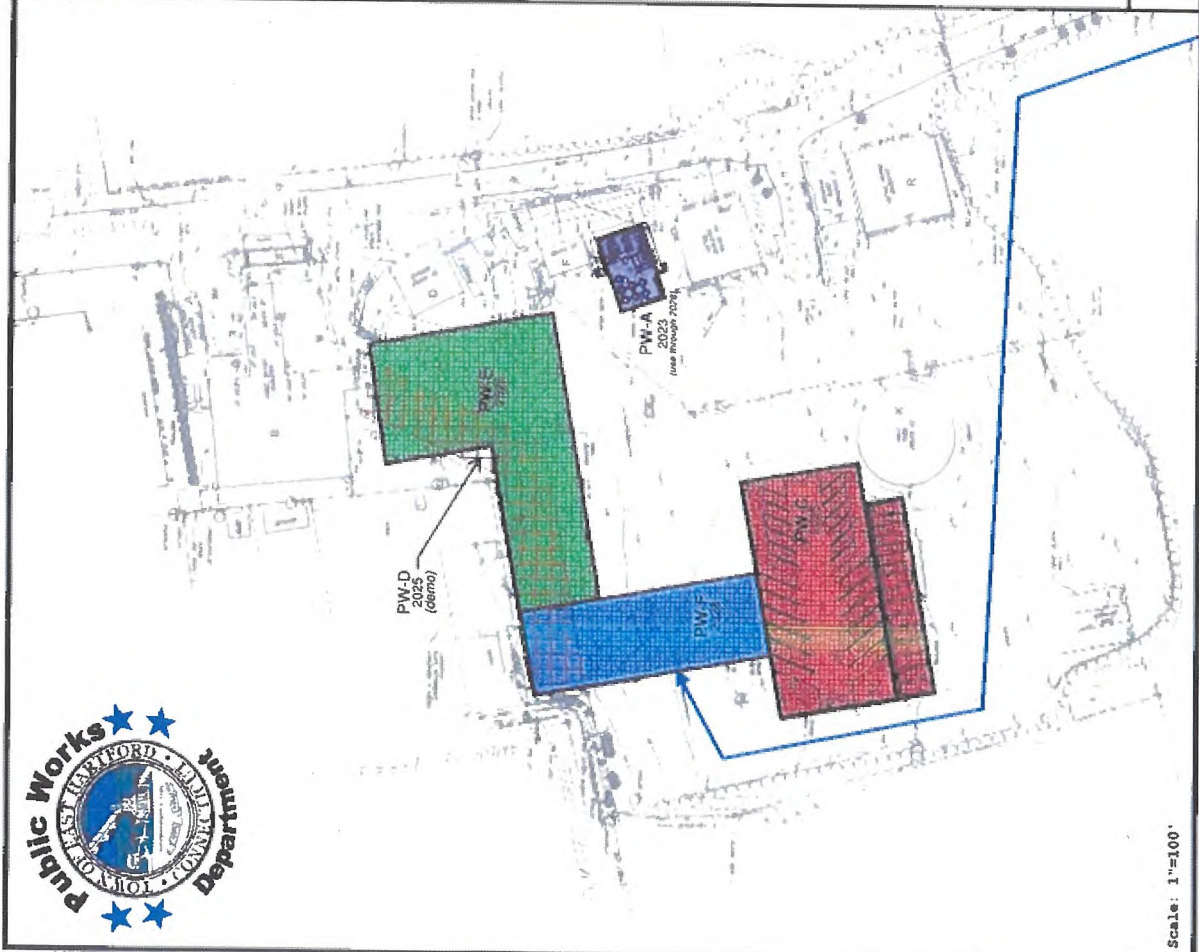


PROJECT PW-G
Renovations to Parks Maintenance Building
2029



**FACILITY UPGRADES
PROJECTS PW-A THRU PW-G**

ATTACHMENT C



DEPARTMENT OF PUBLIC WORKS FACILITY UPGRADES
PROJECTS PW-A THRU PW-G

Scale: 1"=100'



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: BID# 23-09: Custom Boat Trailer *myw*

Please see attached packet from Purchasing Agent Michelle Enman. After review of the bid responses for the East Hartford Fire Department boat trailer. Per Ordinance Sec.10-10(b), the Fire Department rejects the lowest bidder, Connecticut Trailers Inc., and awarded Loadmaster Trailer Company, LTD the bid. The bid meets the posted bid specifications.

Please place this information on the Town Council agenda for the February 7th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director
M. Enman, Purchasing Agent
K. Munson, Fire Chief

EAST HARTFORD FIRE DEPARTMENT DEPARTMENTAL MEMORANDUM

To: **Michelle Enman, Purchasing Agent**

From: Stephen Alsup, Assistant Fire Chief 

Date: January 3, 2023

Subject: Bid # 23-09 – Custom Boat Trailer

After review of the bid responses for the boat trailer, I recommend that Loadmaster Trailer Company, LTD be awarded the bid. Their bid meets the posted bid specifications.

The Fire Department rejects the lowest bidder, Connecticut Trailers, Inc. Their bid does not meet the bid specifications in the following areas as indicated in their bid response.

- Trailer Frame Material
- Paint
- Boat to sit low in the trailer between wheels.
- Axle size
- Brake type
- Wheel size
- Fender type

Should you have any further questions, please contact my office.

PURCHASING DEPARTMENT

INTEROFFICE MEMORANDUM

DATE: January 11, 2023
TO: Mayor Michael P. Walsh
FROM: Michelle A. Enman, Purchasing Agent
SUBJECT: Ordinance Sec.10-10(b), Not accepting lowest bid

Please place this item on the Council Agenda that will allow for documentation within the minutes.

DATE OF BID OPENING: 11/17/2022

BID # 23-09

BID ITEM:

Custom Boat Trailer for the Fire Department

BIDDER SUBMITTING LOWEST PRICE:

**Connecticut Trailers, Inc.
Bolton, CT**

BIDDER SUBMITTING LOWEST RESPONSIBLE PRICE:

**Loadmaster Trailer Co., LTD.
Port Clinton, OH**

BASIS OF REJECTION:

Per the attached evaluation by the Assistant Fire Chief, Steve Alsup, the low responsible bidder has been determined to be Loadmaster Trailer Co., LTD. based on Sec. 10-10 (a) of the Town of East Hartford Code of Ordinances.

Attachment: Evaluation & Bid Summary

C: Melissa McCaw, Director of Finance

TOWN OF EAST HARTFORD, CT.

PURCHASING DEPARTMENT

BID SUMMARY

860-291-7271

ITEM: Custom Boat Trailer for Fire Department

BID #: 23-09 **DATE:** November 17, 2022
TIME: 11 A.M.

ITEM #	QUANT.	Unit of Measure	DESCRIPTION	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
				Connecticut Trailers, Inc. Bolton, CT	Loadmaster Trailer Co., LTD. Port Clinton, OH	Phoenix Contracting, LLC. Ruskin, FL			
			1 – New Trailer including delivery	\$16,240.00	\$19,515.00	\$25,995.00			

PLEASE NOTE: THIS SUMMARY ONLY REPRESENTS PRICES AS SUBMITTED ON THE ABOVE DATE



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 25, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: COMMUNICATION: Application of Ordinance 10-52-OPEB Contribution

MPW

Please place on the agenda the attached memo from the Director of Finance Melissa McCaw regarding the OPEB additional appropriation per ordinance 10-52.

Please place on the Town Council Agenda for the February 7th, 2023 Town Council meeting.

Thank you.

C: M. McCaw, Finance Director

The Town of East Hartford
OPEB Contribution Calculation - Ordinance 10-52
For the Fiscal Year Ending June 30, 2022
Prepared as of January 17th, 2023

	Ref.	Pre-Transfer	%	Post-Transfer	%
Revised Budget: June 30, 2022	RSI - 2	204,250,000		204,250,000	
Unassigned Fund Balance: June 30, 2022	Exhibit III	22,638,000	11.08%	20,425,000	10.00%
Revised Budget Appropriation - 10%		20,425,000	10.00%	20,425,000	10.00%
Excess Unassigned Fund Balance Over (Under) 10%		2,213,000		-	
Transferred to OPEB Trust		2,213,000			



MEMORANDUM

DATE: January 17, 2022

TO: Michael P. Walsh, Mayor

FROM: Melissa McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Application of Ordinance 10-52 - OPEB Contribution**

In June of 2008, the Town Council adopted the following ordinance:

- (a) There is established a Retiree Benefit Trust Fund. The purpose of the fund is to provide funds to meet long-term obligations of the town of East Hartford regarding health benefits provided to retired town employees in accordance with provisions for such benefits contained in any agreement between town employees and the Town of East Hartford.
- (b) Income to such fund shall include any amounts appropriated to such fund by the town council or as provided in this subsection and any return on investments of such funds. If, at the close of any fiscal year, the undesignated reserve fund for the town exceeds ten percent of the total budget appropriation for such fiscal year, the budget surplus in such fiscal year, as verified by the town auditors, shall be appropriated to the Retiree Benefit Trust Fund.
- (c) Expenses of such fund shall include those expenses necessary for the maintenance and administration of the fund, including but not limited to actuary and consulting fees. Fund expenses shall not include compensation of any town employee or other general office-related expenses unless approved by the Town Council.

With respect to the aforementioned ordinance, specifically subsection (b), attached please find a worksheet which calculates the amount of transfer required from Fund Balance to meet the conditions of the ordinance. The transfer of \$2,213,000 will be processed in January and deposited into the OPEB Trust. Please forward this memo to the Town Council as a communication.

Should you have any questions or problems on the aforementioned, please feel free to contact me at 860-291-7246. Thank you in advance for your cooperation.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 25, 2023
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh
RE: RESIGNATIONS: Boards and Commissions *mfw*

Enclosed is an email received by my office from the following boards or commission members stating their resignation from their respective board or commissions.

R Antonio Matta Full Member Public Building Commission 12/23

Please place these resignations on the February 7th, 2023 Town Council agenda and share our appreciation as a community for the valuable service these members have provided by volunteering their time on the above mentioned boards and commissions.

C: R. Pasek, Town Clerk

From: ANTONIO MATTA <mattaadults2@comcast.net>
Sent: Thursday, January 26, 2023 8:30 AM
To: Martin, Connor <CMartin@easthartfordct.gov>
Subject: RE: Re-appointment to Boards and Commission

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.

Connor,

While I enjoyed being involved on the Public Building Committee, I have decided not to continue. I remain involved in my Town through Redevelopment. Thanks

Tony Matta



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: Application to CRCOG for Brownfields Funding for Church Corners Inn

MW

The Town of East Hartford is looking to apply for funding under the Capitol Region Council of Governments (CRCOG) for a brownfields assessment grant for the investigation of possible environmental contaminants at the Church Corners Inn.


The ACP is a \$14.2 billion FCC benefit program that helps ensure that qualifying low-income households can afford the broadband they need for work, school, healthcare, and more.

Please place this item on the Town Council agenda for the February 7th, 2023 meeting.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director
Melissa McCaw, Finance Director

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – Application to CRCOG for Brownfields Funding for Church Corners Inn

DATE: January 24, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Capitol Region Council of Governments (CRCOG) for a brownfields assessment grant for the investigation of possible environmental contaminants at the Church Corners Inn.

In order to proceed with the redevelopment of Church Corners Inn, there needs to be an assessment of potential environmental contamination at the site. If successful in this application, an environmental firm will be engaged to assess/identify the presence of lead paint, asbestos and PCBs.

In partnership with the MetroHartford Alliance, CRCOG established the MetroHartford Brownfields Assessment Program in 2004. Its purpose is to inventory and assess properties contaminated by petroleum products and/or hazardous substances in communities throughout the greater Hartford area. The program uses grant funding from the US EPA and State of Connecticut to undertake this work on behalf of member cities and towns.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on February 7, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Melissa N. McCaw, Finance Director

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: Metrohartford Brownfields Assessment Program Grant for Church Corners Inn Redevelopment

Funder: Capitol Region Council of Governments (CRCOG)

Grant Amount: \$30,000

Frequency: One time Annual Biennial Other Open application

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To inventory and assess properties contaminated by petroleum products and/or hazardous substances in communities throughout the greater Hartford area.

Results achieved: Assessment of potential environmental hazards, such as lead paint, asbestos and PCBs, that may be present at the Church Corners Inn property.

Duration of grant: To be determined

Status of application: Under development

Meeting attendee: Development Director Eileen Buckheit, x7303

Comments: None

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 7th day of February, 2023.

RESOLUTION

WHEREAS, the Capitol Region Council of Governments (CRCOG) has made funds available for the assessment and remediation of environmentally compromised properties, known as Brownfields; and

WHEREAS, detection and assessment of potential contaminants such as lead paint, asbestos and PCBs is an essential step in the redevelopment of the Church Corners Inn property.

NOW THEREFORE LET IT BE RESOLVED; That Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the CRCOG as they pertain to this Metrohartford Brownfields Assessment Program.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ____ day of February, 2023.

Seal

Signed: _____
Jason Marshall, Council Clerk

Capitol Region MetroHartford Brownfields Program

The Capitol Region Council of Governments, in partnership with the MetroHartford Alliance, established the MetroHartford Brownfields Assessment Program in 2004 to inventory and assess properties contaminated by petroleum products and/or hazardous substances in communities throughout the combined CRCOG/MetroHartford Alliance region. Our program is now expanding to also provide funding for the cleanup of contaminated sites.

CRCOG believes that one of the greatest economic challenges facing the greater Hartford region is finding available sites for new and expanding industry. Cleaning up contaminated sites allows them to be recycled into new economic opportunities for companies expanding or relocating into the area. The increased value of these properties will bring additional revenue to our municipalities, help revitalize communities, and provide alternatives to greenfield development. Such investments can be a catalyst for development that supports the major transit investments now being undertaken in the region, particularly CT*fastrak* (bus rapid transit system) and the CT*rail* (New Haven-Hartford-Springfield Rail line).

Accomplishments

Since 2004, the MetroHartford Brownfields Program has managed six US EPA assessment grants totaling \$1,600,000 and a \$200,000 grant from the State Department of Economic and Community Development (DECD). The MetroHartford Brownfields Program has conducted environmental site assessments and/or remediation planning on 40 sites in twelve municipalities with funds from six EPA and one CT DECD assessment grants. We have undertaken 68 assessments: 25 Phase I, 31 Phase II and/or Phase III, 4 hazardous building materials assessments, and 8 remedial action/clean-up plans.

We have accomplished the following with \$1.8 Million in state and federal assessment funding:

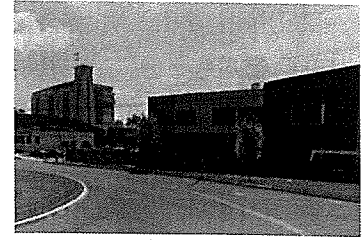
Summary of MetroHartford Brownfields Assessment Program Activity				
Description of Activity	Total	Hazardous	Petroleum	Both (Mixed)
# of Sites/Projects Receiving Assistance	40	15	15	10
% of Sites/Projects Receiving Assistance	100%	38%	38%	25%
# Acres of Land Assessed	231	176	31	24
% of Acres of Land Assessed	100%	76%	13%	10%

We have also established a Revolving Loan Fund Program to help clean up contaminated sites. To date, four sites have been selected for funding: 889 Farmington Avenue, part of the Town of Berlin's TOD project adjacent to the new Hartford Line rail station; Somersville Mill/Scantic River retaining wall in Somers; Silver Lane Plaza in East Hartford; and the Rocky Hill Foundry site along the Connecticut River. There is funding available for additional sites.

Through its MetroHartford projects, CRCOG has demonstrated its crucial role in providing the needed impetus to move brownfield sites assessed with federal and state funding to productive reuse.

Two examples of successful revitalization initiated through the MetroHartford Brownfields Program are:

The Goodwin College Riverfront Campus where our investment of \$169,703 in EPA funding for assessments on a former tank farm helped leverage over \$250 million for remediation and construction of an award-winning educational facility, and

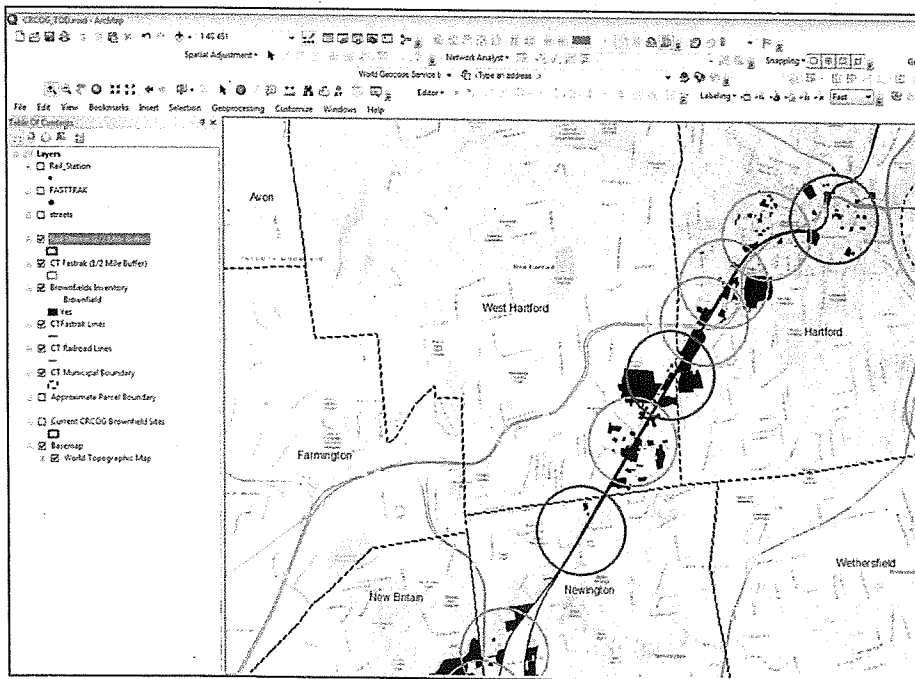


The Capewell Horsenail Factory Redevelopment Site where our investment of \$4,400 in EPA funding for assessments on two parcels helped leverage over \$9 million for site remediation and the construction of 16 affordable townhouses.

Targeted Inventory

CRCOG has developed a targeted inventory of sites within the CTfastrak and the CTrail-Hartford Line corridors to identify the need for brownfield assessment and remediation and to support transit-oriented development (TOD). Using a Geographic Information System (GIS) we are able to show parcels within a half-mile radius of the CTfastrak and the CTrail stations which have been identified through state or federal brownfields databases or by municipalities as brownfields sites.

The goal of this work is to identify sites with TOD potential which need environmental assessment and/or remediation. The focus is on non-residential sites. Existing planning and environmental assessment reports can be linked to the inventory. Our inventory currently includes 245 potential and known brownfields sites. We are also working to expand this online inventory to include additional brownfield sites throughout the region.



For more information: Contact Lynne Pike DiSanto, (860) 724-4211 lpikedisanto@crcog.org



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: WAIVER: Educational Requirements for Public Works Director

M.P.W.

The Town of East Hartford is pleased to announce that an employment offer for the position of East Hartford's Public Works Director was extended to Alex M. Trujillo. Mr. Trujillo has had a successful career in the public works industry for decades, including, but not limited to his service as a Deputy Director of Public Works in the Town of Avon and Equipment Superintendent in the City of Hartford Public Works.

With that said, the Council is asked to approve a waiver of qualifications related to the educational requirements of the job.

Please place this item on the council agenda for February 7th, 2023 meeting.

Alexander M. Trujillo

5 Sage Road•Rocky Hill, CT 06067
860-550-2130•alex325@gmail.com

EXECUTIVE PUBLIC ADMINISTRATOR

Outstanding 37-year career in Public Works. Experiences include administration and budgeting; labor relations; fleet management, snow response planning and implementation; solid waste operations; facilities and infrastructure maintenance and community engagement.

Demonstrated ability to re-organize services; leading and managing employees including training and supervising to improve performance. Experienced in hearing and resolving public employee union grievances.

CORE COMPETENCIES

- Public Works Operations
- Team Building & Leadership
- Community Service Focus
- Personnel Supervision/Training
- Workplace Accountability
- Fleet Management
- Communications Skills
- Organizational Restructuring
- Facility Management

PROFESSIONAL EXPERIENCE

TOWN OF AVON – Avon, CT

2006 - Present

Deputy Director of Public Works & Deputy Tree Warden

- Responsible for 23 employees, supervision of 4 supervisors, assists with the budget preparation and presentation to the Town Council, oversight of department labor relations including hiring, promoting and terminations, establishing operating procedures, CBA negotiation, managing all property claims, department procurement and sale of surplus property, fleet vehicle and equipment procurement for all Town departments, 14 municipal buildings, 1200 acres of park land including 17 athletic fields, 12 snow plow routes, OSHA training and compliance, safety committee member and Acting Chair as needed, managing electronic door access for building security and camera system.

CITY OF HARTFORD PUBLIC WORKS—Hartford, CT

1986 - 2006

Equipment Superintendent (Division Manager)

- Direct report to the Director of Public Works. Responsible for 40 employees, supervision of 4 operation supervisors, fiscal office staff, budget preparation and oversight, labor relations, employee development, disciplinary hearings, \$2.2M General Fund budget, managed and improved flood control operations with 6 pump stations, represented the City at various State and Federal government agencies, procurement of 600k gallons of fuel for 2 fueling sites, Right-sized staffing and restructured services as needed to improve efficiencies and delivery of services. Worked closely with the Mayor and the Mayor's office staff to address any needs that required Public Works immediate attention.

Superintendent of Buildings (Facilities Coordinator)

- Managed the operations of the Facilities division which consisted of 4 sections, Administration / Fiscal, Electrical / Mechanical, Structural and Building Maintenance.
- Managed the Flood Control operations.
- Managed the decorative street light program throughout several neighborhoods and commercial zones.
- Managed building security systems and security contractor for all buildings.
- Managed contractors, vendors and contracts for compliance.
- Worked closely with other department heads to make sure their building issues were being addressed.

Automotive Mechanic Supervisor

- Responsible for the repair and maintenance of all City owned vehicles and equipment excluding the Fire department and Board of Education.
- Responsible for the safe operations of the repair facility and fueling stations.
- Responsible for purchasing and \$1.5M in inventory of equipment parts.
- Responsible for inspecting snow contractors equipment prior to snow season operations. This also included loaning of City plows.
- Acting as the Equipment Superintendent as needed.

Equipment Mechanic

- Responsible for all repairs and maintenance of specialized equipment and automotive vehicles.
- Acted as an Automotive Mechanic Section Leader as needed shortly after being hired.

Great lawns and Landscaping – Rocky Hill, CT
Owner

1989 - 2004

Management of medium scale landscape construction company with 10 full and part-time employees serving the greater Hartford area. Responsible for all business office functions including payroll, State and Federal employer filings. Projects included paver sidewalks and decorative stone retaining walls, landscape designs and installation, irrigation installation and maintenance, snow removal operations.

CERTIFICATIONS

UCONN TRANSPORTION CENTER

- Pavement Management
- Fleet Management and Safety Best Practices
- Analyzing and Solving Local Traffic Problems
- OSHA 10 and OSHA Safety Regulations
- Risk Management
- Infrastructure Assel Management

UConn CENTER FOR CONTINUING STUDIES

- Foundation of Supervision in the Public Sector

FEMA and EMERGENCY MANAGEMENT

- IS – 00200A, 300 and 700
- ICS – Introduction, 100 and 400

DEEP

- Landfill / Transfer Station cert 2010 - 2015

PROFESSIONAL MEMBERSHIPS & VOLUNTEER SERVICE

- Connecticut Association of Highway, Street Officials (CASHO) Current President and Board Member 2017 - Present
- APWA and NEAPWA member 2006 - Present
- Hartford Municipal Employee Association (HMEA - Labor Union for managers and supervisors of the City of Hartford) President 2003 – 2006 and Director 2002 -2003
- Radio Communications Committee - Board Member 2004 - 2006
- Hartford Municipal Federal Credit Union (GenCap Credit Union presently) Positions held Director, Supervisory Committee Chair, Credit Committee Chair, various other positions. 1992 – 2005
- Joint Labor / Management Safety Committee Chair 1988 - 2022
- AFSCME Local 1716 - Executive Vice President, Treasurer and Delegate 1988 – 2001
- City of Hartford Labor / Management Program - Facilitator (Appointed by management) 1989 – 1991
- Wethersfield Volunteer Ambulance Association - Emergency Medical Technician 1984 -1988

EDUCATION

Porter and Chester Institute – Rocky Hill, CT
Automotive Gasoline and Diesel Technology 1985



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 25, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: BID WAIVER: Corporation Counsel *MPW*

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, please see the enclosed bid waiver request submitted by Assistant Corporation Counsel Robert Fitzgerald to contract with Thomson Reuters for the Westlaw Precision Service to modernize the legal services provided to the town.

Please place this information on the Town Council agenda for the February 7th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director
R. Fitzgerald, Assistant Corporation Counsel

MICHAEL P. WALSH
MAYOR

OFFICE OF
CORPORATION
COUNSEL

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7215

WWW.EASTHARTFORDCT.GOV

DATE: January 25, 2023

TO: Michael P. Walsh, Mayor

FROM: Robert P. Fitzgerald, Assistant Corporation Council.

RE: Request for waiver of multiple quote requirement under Ordinance Section Sec. 10-7(a) to enter into a contract with Thomson Reuters for the Westlaw Precision Service.

The Office of Corporation Counsel is requesting a waiver of the multiple quote procedures as outlined in Town of East Hartford Code of Ordinances, Sec. 10-7 *Et. Seq.* for entering into a contract with Thomson Reuters for the Westlaw Precision Service. The waiver is necessary to permit the Office of Corporation Counsel to modernize the legal services provided to the Town.

Westlaw is an online legal research service and proprietary database for lawyers and legal professionals that provides up to date access to statutory law and case law. Transitioning to a modern online legal database and away from the print subscription model will aid the department in providing legal counsel and will serve as a cost saving device to the Town. The proposed contract is for a three-year term with a total approximate price of \$9,835.00. This will prevent the need to continually purchase annual updates to the printed resources. The State of Connecticut has a long-term contract with Thomson Reuters for the Westlaw Service that is set to expire on December 31, 2050. The CT DAS did not respond to inquiry regarding whether that contract was competitively bid.

Section 10-7(c) of the Code of Ordinances establishes the Town Council's authority to waive the requirements for obtaining multiple quotes when such waiver is in the best interest of the Town.

If the Council determines that the requirement to obtain three quotes should be waived in this instance, the following motion should be adopted by the Town Council.

MOVE THAT pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council waive the requirement to obtain three quotes under Section 10-7(a) of the Town of East Hartford Code of Ordinances to ratify entry and further authorize the Town to enter into a contract with Thomson Reuters for the Westlaw Precision Service, that such waiver is in the best interest of the Town as it will allow the Office of Corporation Counsel to more efficiently provide legal advice and guidance to the Town.

Community Cultural Center Room 111/Microsoft "TEAMS"
REAL ESTATE ACQUISITION AND DISPOSITION COMMITTEE

January 30, 2023

PRESENT Councillor Angie Parkinson, Chair; Councillors Awet Tsegai and Tom Rup
ALSO Douglas Wilson, Town Engineer
PRESENT

CALL TO ORDER

Chair Parkinson called the meeting to order at 6:00 p.m.

AMENDMENTS TO THE AGENDA

APPROVAL OF MINUTES

July 26, 2022 Meeting

MOTION By Awet Tsegai
seconded by Tom Rup

to **approve** the minutes of the July 26, 2022 meeting.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

Classification of Rosenthal Street as a Town Road

Chair Parkinson shared that Rosenthal Street is a short dead-end that is located off Burnside Avenue and adjacent to Tolland Street. A business owner located at the end of the roadway (25 Rosenthal) has requested that it be classified as a Town Road as the town has historically provided plowing services on it. The landowner has requested that the town handle all maintenance on the road aside from trash pickup.

Doug Wilson, Town Engineer provided a background on the original development of the subdivision and transfer of the roadway to the current owner of 25 Rosenthal Street in 1974. Based on Mr. Wilson's interpretation, when the owner purchased the west half of the large lot on the north end of the road, he also acquired title to the road.

Mr. Wilson provided the Committee with three options for consideration based on his findings: 1) leave the road private (no change from current conditions); 2) accept the road as a Town road, but only after significant improvements to the road and drainage system are made. We would need a waiver of claim from Mr. Goulet (owner at 25 Rosenthal) for the drainage connection to the (newly acquired) Town drainage system and an easement (or land transfer) to accommodate traffic turning around (and snow removal); or 3) assist the owner with creation of a Special Taxing District that could be used for road and drainage improvements where common costs are assessed and paid from a shared

2023 FEB -1 PM 3:09
TOM RUP
EAST HARTFORD
Colon J. Park

account for road maintenance that would come from all the property owners on Rosenthal Street.

Mr. Wilson noted that plowing is an inherently dangerous activity and did not recommend that the town continue to plow this private road due to the liability risk. In addition, the way the road terminates suddenly in the parking lot of the northern property, it's likely that Town trucks deposit snow into the private lot and in the process, are actually plowing part of a private property. Based on this, Mr. Wilson recommendation is to not accept the road.

Administration estimates the cost could be up to \$250,000 to bring the road to proper standard should the Town acquire it.

The Committee concurred with Mr. Wilson's recommendation, and discussed that should the town reach a position where they have negotiated with Mr. Goulet to have the required road improvements made, acceptance of the road can come back to the Committee for approval.

MOTION By Tom Rup
 seconded by Awet Tsegai

that the Committee recommend that the Town Council **not accept** Rosenthal Street as a Town Road in its current condition.

Motion carried 3/0

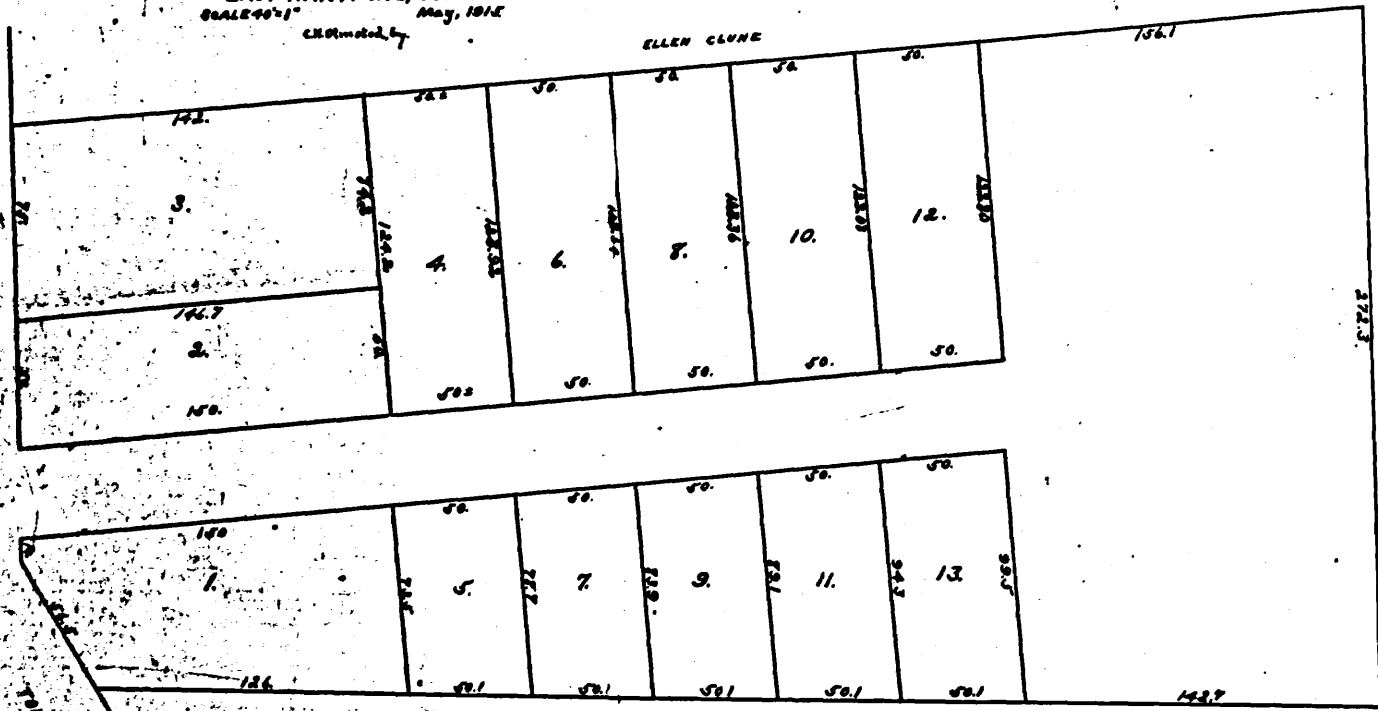
ADJOURNMENT

MOTION By Tom Rup
 seconded by Awet Tsegai
 to **adjourn** (6:33 pm)

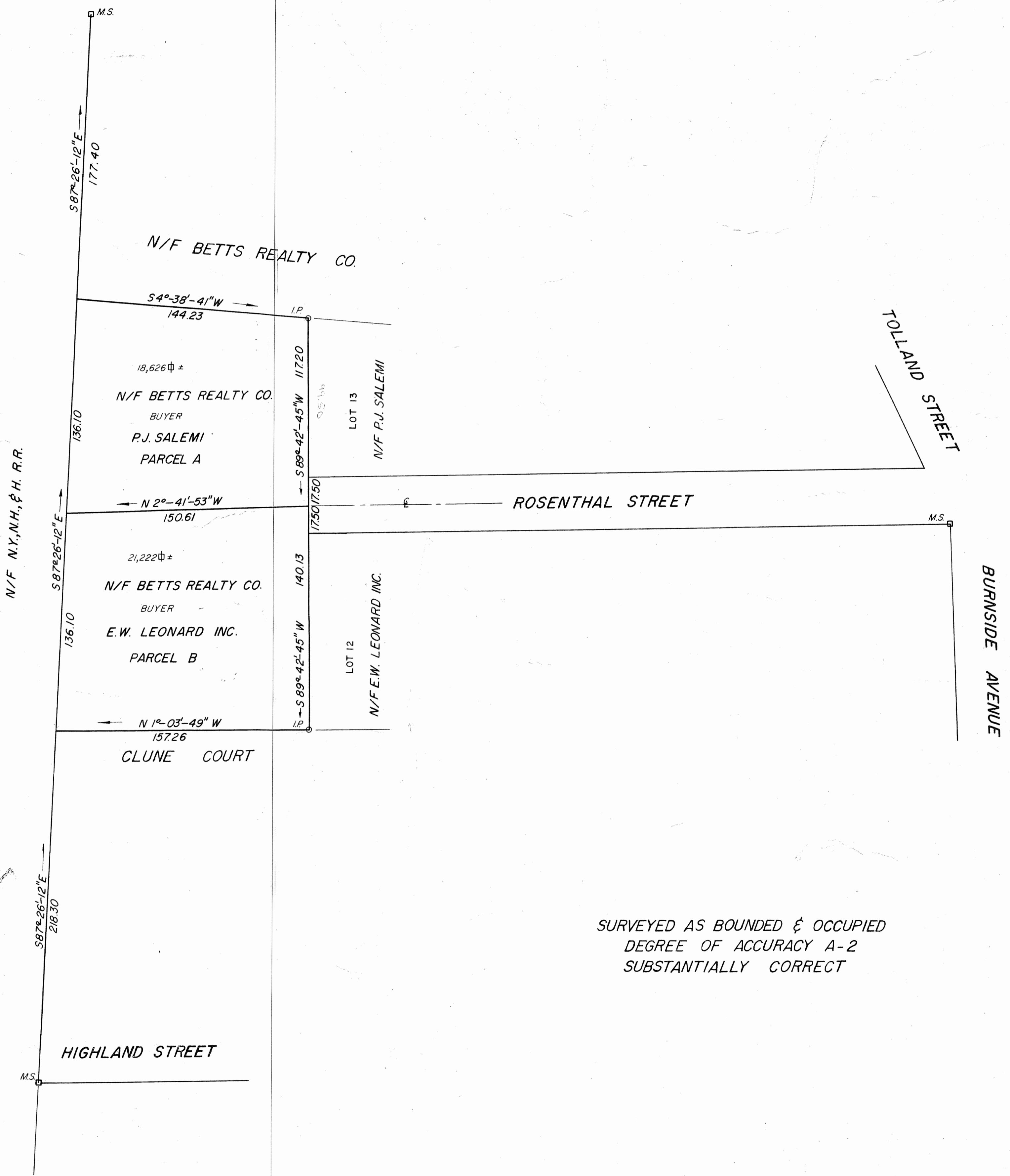
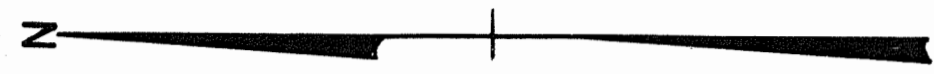
Motion carried 3/0

cc: Town Council
 Mike Walsh, Mayor
 Marilynn Cruz-Aponte, Director of Public Works

REVISED PLAN
 BUILDING LOTS
 OF
 MRS. EMIL ROSENTHAL
 EAST HARTFORD, CONN.
 SCALE 40'-1" May, 1914
 Checked by



W. W. M. & W. W. M.



SURVEYED AS BOUNDED & OCCUPIED
DEGREE OF ACCURACY A-2
SUBSTANTIALLY CORRECT

PROPERTY SURVEYED FOR
P.J. SALEMI & E.W. LEONARD INC.
ROSENTHAL STREET
EAST HARTFORD, CONN.
SCALE: 1" = 40' MAY 15, 1969
GRISWOLD ENGINEERING INC.
MANCHESTER, CONN.

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That ELMER W. LEONARD and WINTHROP H. GUPTILL, JR., both of the Town of East Hartford, County of Hartford and State of Connecticut, (hereinafter referred to as "Grantors"),

for the consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations

received to their full satisfaction of RALPH B. GOULET of the Town of East Hartford, County of Hartford, and State of Connecticut, and NORMAND J. GOULET of the Town of Windsor Locks, County of Hartford, and State of Connecticut, (hereinafter referred to as "Grantees"),

do give, grant, bargain, sell and confirm unto the said Grantees, their heirs and assigns, two certain pieces or parcels of land, with all buildings and improvements thereon, situated in the Town of East Hartford, County of Hartford and State of Connecticut, and being more particularly bounded and described as follows:

FIRST PARCEL

refers to the 1915 map

Being on the west side of Rosenthal Street, so-called, and the east side of Clune Court, and being shown and designated as Lot No. 12 on a certain map or plan entitled "Revised Plan Building Lots of Mrs. Emil Rosenthal, East Hartford, Conn., Scale 40' = 1" May 1915 O. H. Olmsted, Eng.", which map is on file in the Town Clerk's Office in said Town of East Hartford, to which reference may be had, and being bounded:

- NORTH by land now or formerly of John B. Abrahms, as shown on said map, 122.80 feet;
- EAST by Rosenthal Street, so-called, as shown on said map, 50 feet;
- SOUTH by Lot No. 10, as shown on said map, 123.08 feet;
- WEST by Clune Court, 50 feet.

Together with the right-of-way for all ordinary highway purposes over said Rosenthal Street, so-called, from Burnside Avenue to the northerly lot line extended easterly of the premises above-described, said right-of-way being in common with all others who may be entitled to use the same.

was a private road when lot was purchased

SECOND PARCEL

refers to both the 1915 and the 1969 map

Being shown and designated as a portion of an unnumbered lot located north of Lot No. 12 Rosenthal Street, so-called, and Lot No. 13, in part by each, on a certain map or plan entitled "Revised Plan Building Lots of Mrs. Emil Rosenthal, East Hartford, Conn., Scale 40' = 1" May 1915, O. H. Olmsted, Eng.", and also being shown and designated as Parcel B on a certain map or plan entitled "Property Surveyed for P. J. Salemi and E. W. Leonard, Inc. Rosenthal Street, East Hartford, Connecticut Scale 1" = 40' May 15, 1969 Griswold Engineering Inc. Manchester, Conn.", both of which maps are on file in the Town Clerk's Office in said Town of East Hartford, to which reference may be had, and being more particularly bounded:

- NORTH by land now or formerly of The New York, New Haven and Hartford Railroad Company, 136.15 feet, more or less;

EAST by other land now or formerly of Betts Realty Corp, 150.61 feet, more or less;

SOUTH by land now or formerly of E. W. Leonard, Inc., being Lot No. 12 on said map or plan and by Rosenthal Street, so-called, in part by each, in all, 140.13 feet, more or less; and

WEST by Clune Court, 156.10 feet, more or less.

Together with the right, title and interest of the grantors herein in and to Rosenthal Street, so-called. *purchase included Rosenthal Street*

Both of said parcels being the same premises conveyed to the Grantors herein by warranty deed of E. W. Leonard, Inc. dated April 29, 1972, and recorded in the East Hartford Land Records in Volume 481 at Page 293. *road has an easement for the gas line*

Said second parcel is subject to an easement in favor of the Hartford Gas Company dated July 27, 1960 and recorded in the East Hartford Land Records in Volume 314, Page 267, in which the easement is located along the west 10 feet of said parcel.

Said parcels are conveyed subject to taxes on the List of October 1, 1973, and to a mortgage in the original principal amount of \$90,000.00 to Northern Connecticut National Bank and Trust Company dated March 30, 1971 and recorded in the East Hartford Land Records in Volume 457, Page 741, of which the present principal balance is \$79,150.58, which taxes and mortgage the Grantees herein assume and agree to pay as part consideration for this deed.

"\$ 132.00 Conveyance Tax received

John T. Callahan

Town Clerk of East Hartford"

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the m, the said grantees, their heirs, ~~successors~~ and assigns forever, to them and their own proper use and behoof.

And also, we the said grantors do for themselves, their heirs, executors and administrators, covenant with the said grantees, their ~~successors~~, heirs and assigns, that at and until the ensealing of these presents,

they are well seized of the premises, as a good indefeasible estate in **FEE SIMPLE**; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, they, the said grantors do by these presents bind themselves and their heirs, executors and administrators forever to WARRANT AND DEFEND the above granted and bargained premises to THEM the said grantees, their ~~successors~~ heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, Grantors have hereunto set their hands and seals this 25th day of June in the year of our Lord nineteen hundred and seventy-four.

Signed, Sealed and Delivered in presence of

Walter H. Mayo
Walter H. Mayo

Elmer W. Leonard LS
ELMER W. LEONARD

George E. Merwin
George E. Merwin

Winthrop H. Guptill, Jr. LS
WINTHROP H. GUPTILL, JR.

State of Connecticut,

SS. Hartford, June 25, 1974

County of HARTFORD

On this the 25th day of June, 1974, before me, Walter H. Mayo, the undersigned officer, personally appeared Elmer W. Leonard and Winthrop H. Guptill, Jr. known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Walter H. Mayo
Walter H. Mayo
Commissioner of the Superior Court

My commission expires:

Title of Officer

Received for Record June 25, 1974 at 2:23 P. M. and recorded by

John F. Callahan Town Clerk.

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That We, PASQUALE J. SALEMI and MARY ANN SALEMI, both of the Town of East Hartford, County of Hartford and State of Connecticut

for the consideration of FIFTY THOUSAND (\$50,000.00) DOLLARS

received to our full satisfaction of RALPH B. GOULET and NORMAN J. GOULET, both of the Town of East Hartford, County of Hartford and State of Connecticut

do give, grant, bargain, sell and confirm unto the said RALPH B. GOULET and NORMAN J. GOULET, their heirs and assigns forever, two certain pieces or parcels of land located and situated in the Town of East Hartford, County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

55700
[Signature]

FIRST PIECE: Town Clerk of East Hartford"

A certain piece or parcel of land known as Lot No. 13 on a map or plan entitled, "Revised Plan Building Lots of Mrs. Emil Rosenthal, East Hartford, Conn., Scale 40' = 1", May 1915, C. H. Olmsted, Eng.", which map is on file in the Town Clerk's Office in said Town of East Hartford, to which reference may be had. Said premises are more particularly bounded and described as follows:

- NORTH : by the "second piece" herein described, Ninety-Nine and Fifty One-Hundredths (99.50) feet;
- EAST : by land now or formerly of Cotton, Fifty and Ten One-Hundredths (50.10) feet;
- SOUTH : by Lot No. 11 on said map, Ninety-Four and Thirty One-Hundredths (94.30) feet; and
- WEST : by Rosenthal Street, Fifty and no One-Hundredths (50.00) feet.

SECOND PIECE:

A certain piece or parcel of land being described as a portion of an unnumbered Lot located north of Lot No. 12 Rosenthal Street and Lot No. 13, partly by each, as shown on a map or plan entitled, "Revised Plan Building Lots of Mrs. Emil Rosenthal, East Hartford, Conn., Scale 40' = 1", May 1915, C. H. Olmsted, Eng." also known as Parcel A on a map or plan entitled "Property Surveyed For P. J. Salemi and E. W. Leonard, Inc. Rosenthal Street East Hartford, Connecticut Scale 1" = 40' May 15, 1969 Griswold Engineering Inc. Manchester, Conn.", both of which maps are on file in the Town Clerk's Office in said Town of East Hartford, to which reference may be had, and said premises are more particularly bounded and described as follows, to wit:

- NORTHERLY : by land now or formerly of The New York, New Haven and Hartford Railroad Company, One hundred thirty-six and fifteen one-hundredths (136.15) feet, more or less;
- EASTERLY : by land now or formerly of the grantor herein, One hundred forty-two and seventy one-hundredths (142.70) feet, more or less;
- SOUTHERLY : by land now or formerly of Pasquale J. Salemi, et al, being Lot No. 13 on said map and by Rosenthal Street, as shown on said map, partly by each, in all, One hundred seventeen and twenty one-hundredths (117.20) feet, more or less; and,

WESTERLY : by other land now or formerly of the grantor herein, One hundred fifty and sixty-one one-hundredths (150.61) feet, more or less.

to pass and repass on
Together with the right, ~~title and interest of the grantor herein do and do~~ Rosenthal Street.

Said premises are subject to building, building line and zoning restrictions and to real estate taxes on the list of October 1, 1980, which the grantees herein assume and agree to pay.

Being a portion of the same premises conveyed to the grantor herein by Warranty Deeds of John B. Abrahms and Betts Realty Corporation, recorded in the East Hartford, Land Records.

To Have and to Hold the above granted and bargained premises, with the appurtenances there- of, unto them the said grantees, their heirs, successors and assigns for- ever, to them and their own proper use and behoof.

And also, We the said grantors do for ourselves, our heirs, executors and administrators, covenant with the said grantees, their successors, heirs and assigns, that at and until the en sealing of these presents, they are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, We, the said grantors do by these presents bind ourselves and our heirs, executors and administrators forever to WAR- RANT AND DEFEND the above granted and bargained premises to them the said grantees, their successors, heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

In Witness Whereof, We have hereunto set our hands and seals this 31st day of December in the year of our Lord nineteen hundred and eighty.

Signed, Sealed and Delivered in presence of Francis C. Vignati

Judith A. Lawrence

Pasquale J. Salemi

Mary Ann Salemi

State of Connecticut, County of Hartford

SS. East Hartford

On this the 31st day of December, 19 80, before me, FRANCIS C. VIGNATI, the undersigned officer, personally appeared PASQUALE J. SALEMI and MARY ANN SALEMI

names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Francis C. Vignati Commissioner of the Superior Court

Received for Record December 31 19 80 at 2:34 P.M. and recorded by

John J. Barry Jr Town Clerk.

MICROSOFT TEAMS

PERSONNEL AND PENSIONS SUBCOMMITTEE

January 23, 2023

PRESENT Awet Tsegai, Chair, Councilors Harry Amadasun Jr. and Tom Rup

ALSO Tyron Harris, Human Resources Director

PRESENT

CALL TO ORDER

Chair Tsegai called the meeting to order at 6:02pm

APPROVAL OF MINUTES

August 29, 2022 Meeting

MOTION By Tom Rup
seconded by Harry Amadasun Jr.
to **approve** the minutes of the December 20, 2022 Personnel & Pensions
Subcommittee meeting.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

None

NEW BUSINESS

Director Harris stated that majority of job descriptions to be discussed at this meeting were in the Police Department. The current descriptions are not compliant with CALEA (Commission on Accreditation for Law Enforcement Agencies) Accreditation Review. Adjustments have been proposed to reflect the needed changes. Human Resources also added the Town of East Hartford EEO/AA Statement: "In the Town of East Hartford, we don't just accept difference — we celebrate it, support it, and thrive on it for the benefit of our employees, residents, and community partners. The Town of East Hartford is proud to be an equal opportunity workplace." Additional non-substantial grammatical changes were made as well.

Police Records Clerk I

Police Records Clerk II

MOTION By Tom Rup
Seconded by Harry Amadasun

to **recommend** the Town Council accept the revised job descriptions for Police Records Clerk I and Police Records Clerk II as amended by the Department of Human Resources and provided to Mayor Walsh in a memo from Tyron Harris, Human Resources director dated January 10, 2023 per the subcommittee's discussion.

Motion carried 3/0

Supervisor Public Safety Communications

Animal Control Officer

Telecommunications Officer, Public Safety

Police Patrol Officer

The Director advised that job specific certifications were added to each of these positions, the majority of which would be required within two months of hire date; most notably Taser certification for Animal Control Officer and CPR/AED certifications for the Supervisor Public Safety Communications and Telecommunications Officer positions. The Police Patrol Officer Position now will require candidates have a high school diploma or equivalent and be at least 21 years of age.

MOTION By Tom Rup
Seconded by Harry Amadasun Jr.

to **recommend** the Town Council accept the revised job descriptions for Supervisor Public Safety Communications, Animal Control Officer Telecommunications Officer, Public Safety and Police Patrol Officer as amended by the Department of Human Resources and provided to Mayor Walsh in a memo from Tyron Harris, Human Resources director dated December 26, 2022 per the subcommittee's discussion.

Motion carried 3/0

Chief of Staff

The Director stated that the purpose of the proposed revisions to the job description of Administrative Assistant to the Mayor, including the retitling of the position to "Chief of Staff" were made to more accurately align the position to accurately reflect the additional responsibilities required in the role along with inclusion of the increased pay grade that had been previously approved by the Council in 2022.

MOTION By Tom Rup
Seconded by Harry Amadasun

to **recommend** the Town Council accept the revised Job Description, Compensation Plan and Job Title for the position of Chief of Staff, replacing the title of Administrative Assistant to the Mayor, dated January 1, 2023 as

amended by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

ADJOURNMENT

MOTION By Tom Rup
seconded by Harry Amadasun Jr.
to **adjourn** at 6:15pm

Motion carried 3/0

C: Town Council
Mayor Walsh
Tyron Harris, Human Resources Director
Melissa McCaw, Finance Director



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh *MPW*
RE: REFERRAL: Personnel and Pensions Subcommittee

Please see the attached job descriptions for Police Records Clerk I and Police Records Clerk II submitted by HR Director Tyron Harris.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting for referral to the Personnel and Pensions Subcommittee.

C: T. Harris, HR Director

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7220

TYRON HARRIS
DIRECTOR
OFFICE OF HUMAN
RESOURCES

740 Main Street
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

January 10th 2023

The Hon. Mayor Mike Walsh
740 Main Street
East Hartford, CT 06108

Re: Police Records Clerk I and Police Records Clerk II

Dear Mr. Walsh:

The Police Department job descriptions are not compliant with CALEA Accreditation Review; therefore, we made changes to reflect the needed changes. We also added the Town of East Hartford EEO/AA Statement, which is:

In the Town of East Hartford, we don't just accept difference — we celebrate it, support it, and thrive on it for the benefit of our employees, residents, and community partners. The Town of East Hartford is proud to be an equal opportunity workplace.

Tyron V. Harris

Human Resources Director

Customer Service. Collaboration. Communication.

TOWN OF EAST HARTFORD

TITLE: Police Records Clerk I

GRADE: 4

DEPARTMENT: Police

DATE: 10/13/2022

POSITION DEFINITION:

Performs general clerical work of complexity and variety in organizing and maintaining police record-keeping and cross-filing systems. Enters and retrieves information in the functional areas of criminal, motor vehicle accidents, and administrative records. Assists the public in receiving and completing various police-related permit applications.

ESSENTIAL JOB FUNCTIONS:

- Receives oral or written instructions from supervisor or lead clerk.
- Plans work according to established office procedures.
- Enters and retrieves information by a remote computer terminal.
- Receives information on arrests, accidents, and investigations.
- Classifies, codes, and processes the information.
- Enters data into criminal history files from incident reports and related information.
- Retrieves and organizes information from criminal history files for transmittal to a court or law-enforcement agencies.
- Reports motor vehicle accident and criminal history information to authorized persons, including attorneys, insurance representatives, and public members.
- Compiles and types statistical information for reports, including criminal activity reports to federal and state governments, specific incident activity reports, and various department activity reports.
- Processes issued, paid, and uncollectible parking tags for Data Processing.
- Balances tags and money collected against accounts receivable and data processing records.
- Prepares and types routine correspondence.
- Processes arrest tickets coordinating them with Officers' reports to prepare court transmittals.
- Prepares related tasks as required.
- Reports work accomplished to supervisor.

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ADDITIONAL JOB FUNCTIONS:

- Classifies and files materials such as correspondence, reports, and technical documents.
- Waits on public and issues copies of police reports after determining whether requests comply with the Freedom of Information Act and state privacy laws.
- Prepares copies of materials for the public, as authorized.

SUPERVISED BY:

Receives general supervision from both division lieutenant and police records supervisor.

QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with graduation from high school and two years of clerical or secretarial experience.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form.
- Ability to deal with practical problems involving concrete variables in or from standardized situations.
- Ability to enter and retrieve information in an automated filing system.
- Ability to add, subtract, multiply and divide all units of measure.
- Ability to maintain accurate records and files.
- Ability to type with accuracy and speed.
- Ability to deal with the public and other employees courteously and effectively.
- At all times, ability to consistently remain calm and effective, even during times of heavy workloads, exercise critical thinking, including sound judgment and decision making, prioritize emergent and non-emergent situations, and obtain and act on information quickly and accurately.
- Maintain confidentiality at all times for citizens, emergency responders, and employees, including Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in a sensitive, information-rich environment.
-

LICENSING REQUIREMENTS:

- Ability to obtain NCIC certification within six months of accepting position. This includes being able to pass a background check.

NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

TOWN OF EAST HARTFORD

TITLE: Police Records Clerk II

GRADE: 6

DEPARTMENT: Police
2022

DATE: 07/19/198810-13-

POSITION DEFINITION:

Performs general clerical work of ~~some~~ complexity and variety in organizing and maintaining police record-keeping, cross-filing systems, and property control. Serves as a lead clerk in the police records unit. Enters and retrieves information in specific functional areas, such as criminal, motor vehicle accident, property, and administrative records.

ESSENTIAL JOB FUNCTIONS:

- Receives oral or written ~~instructio~~instruction as from the unit commander or designated supervisor.
- Plans work according to the established office or standard procedure.
- Assigns work to clerks of lower grade.
- Receives information on arrests, accidents, and investigations.
- Classifies, codes, and processes information, ~~enters~~enter data into criminal history files from incident reports ~~and related~~related information, and property.
- Enters data into an electronic filing system by remote computer terminal, including criminal history files.
- Retrieves and organizes information from criminal history ~~file~~files for transmittal to a court or other law enforcement agencies.
- Receives, indexes, and files criminal intelligence information.
- Provides copies of police reports, criminal history, and property inventory to authorized persons, including attorneys, insurance representatives, and ~~members of the public~~public members pursuant to state statutes and established procedures.
- Observes strict confidentiality in maintaining restricted information, files, records, and property.
- Provides information and referral services to the public regarding department or town programs and procedures.
- Compiles and types statistical information for reports.
- Serves as a relief to Accounts Clerk.
- Performs payroll, attendance, and leave record-keeping and related duties as needed.
- Performs related tasks as required.

- Reports work accomplished to supervisor.

•

ADDITIONAL JOB FUNCTIONS:

- Classifies and files materials such as correspondence, property, reports, and technical documents.
- Maintains worksheets of assigned ~~unit~~units.
- Periodically reviews and purges ~~records~~a record of outdated records.

SUPERVISED BY:

- ~~Receives general supervision from a division lieutenant, police records supervisor, or an assigned supervisor, a unit sergeant or an assigned supervisor.~~

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QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with a high school education and three years of experience in general office work.
- Knowledge of basic office procedures, including filing, scheduling, posting, and basic bookkeeping.
- Ability to apply principles of confidential record keeping to solve practical problems.
- Ability to follow written and oral instructions furnished in written, oral or diagrammatic form.
- Ability to acquire a working knowledge of laws, regulations, and police procedures.
- Ability to type accurately.
- Ability to operate data and word processing equipment.
- Ability to maintain accurate records and files.
- Ability to perform accurate mathematical computations.
- Ability to deal cooperatively with others.
- Ability to process confidential information with responsibility.
- Prior police records experience is desirable.

LICENSING REQUIREMENTS:

- ~~Not applicable.~~
- NCIC certification within the requisite amount of time

NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

TOWN OF EAST HARTFORD

TITLE: Supervisor **GRADE:** 104
Public Safety Communications

DEPARTMENT: Police **DATE:** ~~12/12/2013~~10-13-2022

POSITION DEFINITION:

Under the general supervision of the ~~Communications Division Officer in Charge~~~~Officer in Charge of the Communications Division~~, assigns, directs, supervises, trains, and evaluates Telecommunications Operators on ~~an assigned~~~~assigned given~~ shift. Confers regularly with superiors regarding shift effectiveness.

ESSENTIAL JOB FUNCTIONS:

- Receives, records, documents, and makes referrals of actions performed by, or complaints regarding, Communications staff, facilities, and equipment.
- Reviews and documents subordinates' performance, and refers written documentation of these matters to Department management.
- Maintains files and records per Department standard operating procedures.
- Prepares narrative and statistical reports for Department management.
- Relays, implements, and enforces Departmental policies, orders, and directives.
- Records and forwards attendance records of Telecommunications staff.
- Reviews the accuracy and validity of entries made by subordinates into Collect, NCIC, and Departmental records and information systems.
- Provides relief or augments Telecommunications Operators as may be required during the shift.

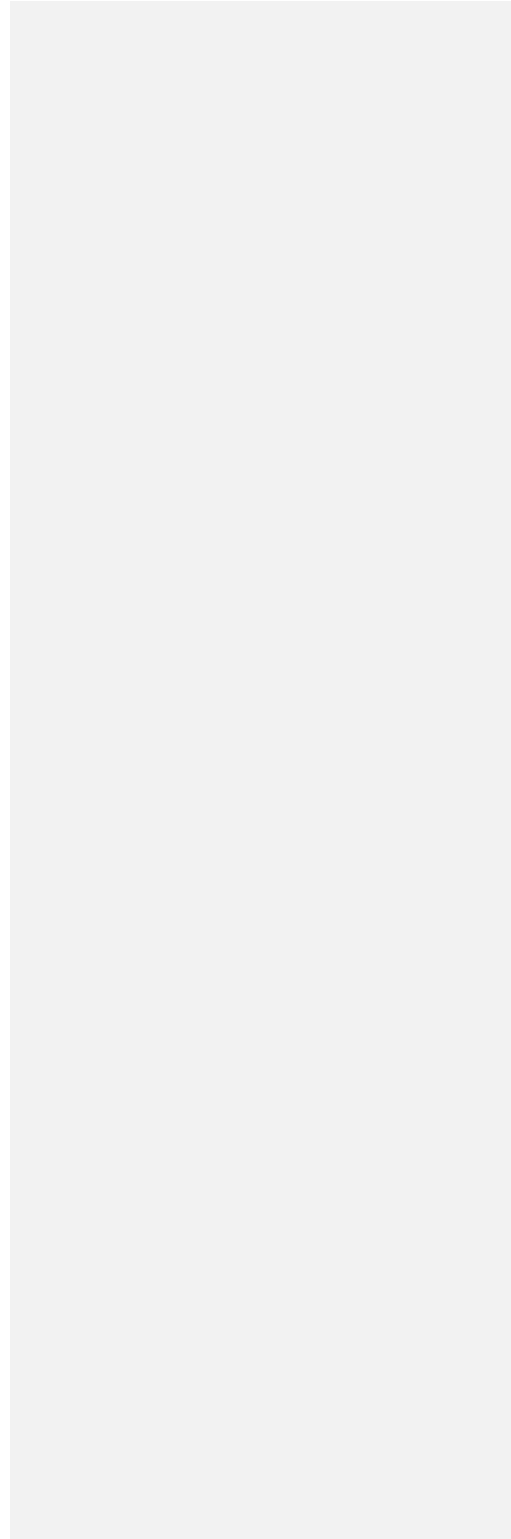
ADDITIONAL JOB FUNCTIONS:

- Makes physical check-checks of the Communications Division's physical environment, equipment status, operational readiness, and availability of necessary equipment, supplies, and material at the beginning and end of each assigned shift.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of both routine and emergency communications practices.
- Ability to type accurately and rapidly.
- Ability to operate LAN and ~~PC-based~~PC-based word processing and related software.
- Ability to work rotating shifts and overtime as required.
- Ability to plan, organize, direct and evaluate the work of others.
- Ability to deal firmly, effectively, and impartially with subordinates, associates, and the public.
- Uses a computer terminal to enter and retrieve information.
- Ability to access and process information ~~contained~~ in file records and computer databases.

| • Ability to deal effectively with high-stress situations.



KNOWLEDGE, SKILLS, AND ABILITIES (cont'd):

- Bilateral hearing ability based on a ~~puretone~~ pure tone threshold between 0-25 decibels, with a frequency range between 500-3000 cycles.
- Binocular vision correctable to 20-20, with no colorblindness.
- Well-modulated voice, with distinct enunciation.
- Ability to remain seated for extended ~~periods of time~~ periods.

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PHYSICAL AND MENTAL EFFORT, AND ENVIRONMENTAL CONDITIONS:

- Works in an office setting subject to continuous interruptions and background noise.
- Includes exposure to video display terminals ~~on a daily basis~~ daily.
- Must be able to work under stress from demanding deadlines and changing priorities and conditions.
- Ability to operate equipment requiring eye and hand coordination and mechanical aptitude.
- Ability to work independently with minimum supervision.

JOB QUALIFICATIONS:

- Requires graduation from an accredited High School or its equivalent, and at least three years of police, fire, or emergency medical dispatch experience, **or**
- Comparable time spent as a police supervisor with the rank of Sergeant or higher, or as a fire supervisor with the rank-level of Lieutenant or higher in a full-time career department.
- Must pass the Police Department background investigation.
- Prior experience with Collect and NCIC is desirable.

LICENSING REQUIREMENTS:

- Valid Connecticut Motor Vehicle Operator's License
- State Certification as a Telecommunications Operator within one year of appointment.
- Certification by APCO or PSTC as a Communications Training Officer within one year of appointment.
- Eligibility for commissioning as a Connecticut Notary Public.
- Additional certifications as Medical Response Technician or higher, Police Officer, or Firefighter II are desirable.
- State Certification of CT COLLECT/NCIC within two months of hire.
- Certification of CPR/AED within two months of hire.
- Certification of Emergency Medical Dispatch within two months of hire.

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EEO/AA Statement

The Town of East Hartford is an Equal Opportunity/Affirmative Action institution with a solid In the Town of East Hartford, we don't just accept difference — we celebrate it, we support it, and we thrive on it for the benefit of our employees, our residents, and our community partners. The Town of East Hartford is proud to be an equal-opportunity workplace.

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The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

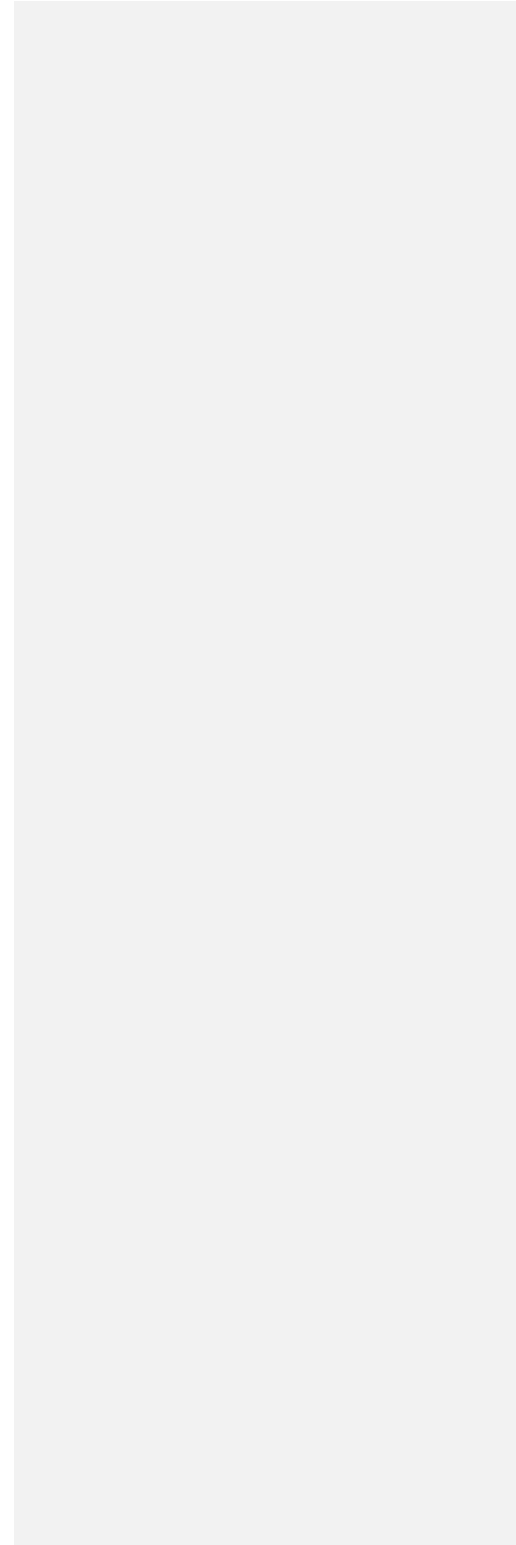
Original Date: 11/22/2002

Contract Date: 12/12/2013

Last Reviewed: 05/04/2016

Supervisor Public Safety Communications, Police

2



TOWN OF EAST HARTFORD

TITLE: Animal Control Officer GRADE: 9

DEPARTMENT: Police Department DATE: 7/12/05

10-13-2022

GENERAL DESCRIPTION:

This is responsible enforcement and patrol work involving ~~the~~ enforcement of ~~statutes and ordinances pertaining to about animals~~ animal laws and ordinances.

Work involves responsibility for the overall enforcement of animal statutes and ordinances and for ~~the capture and impounding of~~ capturing and impounding stray dogs. Duties include response to complaints of roaming dogs, sick, injured, noisy and vicious animals. This position also has the responsibility for making limited decisions within detailed written or oral instructions dealing with the enforcement of animal control statutes. This work requires that the employee have considerable knowledge, skill and ability in animal care and handling and dealing with the public in a courteous manner.

SUPERVISION RECEIVED:

Works under the direction of ~~the~~ Police Department Superior Officer.

SUPERVISION EXERCISED:

~~None.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Drives ~~vehicle-vehicles~~ and patrols the Town for stray or unlicensed dogs and improperly cared for animals.
- Responds to ~~animal-related~~ animal-related complaints and investigates cases of stray, lost, stolen, injured, mistreated, or vicious animals.
- Takes appropriate action to enforce state and local animal control laws. Captures, impounds stray and uncontrolled animals, ~~examines~~ examine injured and mistreated animals, and obtains proper veterinary care. Issues warnings and summonses.
- Oversees the care and treatment of impounded dogs in a private kennel. Handles various kinds of animals, such as lizards, snakes, and birds, when the Town is responsible for ~~the~~ care of ~~the~~ personal property, during ~~the~~ eviction, etc.
- Advises dog owners on proper restraint, sheltering, feeding, healthcare issues, spaying, neutering, and training of ~~proper restraint, sheltering, feeding, healthcare issues, spaying, neutering, and training of~~ dogs.
- Keeps files up-to-date, including impoundment records and quarantine reports. Makes various ~~state required~~ state-required reports.
- Returns impounded dogs to owners. Attempts to place unclaimed animals, places legal notices, and arranges for euthanasia. Conducts dog surveys to ~~insure~~ ensure compliance with licensing regulations.

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- Attends civic and community meetings to explain animal control laws. Participates in public education programs.
- Maintains patrol vehicle and equipment in a sanitary condition.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Considerable knowledge of animal care and handling, especially dogs.
- Considerable knowledge of safety practices in handling dogs and other animals.
- Good working knowledge of state and local animal control laws.
- Good knowledge of report writing and record keeping and the ability to communicate effectively, orally and in writing.
- Considerable ability to establish and maintain an effective working relationship with superiors, coworkers, the veterinary community, and the general public.

ANIMAL CONTROL OFFICER

QUALIFICATIONS:

A high school diploma or GED certification plus three years of work experience, including at least one year working with dogs, and one year dealing with the public, or an equivalent combination of education and experience.

SPECIAL REQUIREMENTS:

- Must have a valid Connecticut driver's license.
- Must obtain and maintain State licenses as a Nuisance Wild Animal Control Officer.

TOOLS AND EQUIPMENT USED:

- Patrol vehicle, animal capture equipment, police radio, first aid equipment, noose pole, and dog bite gloves.
- Taser Certification

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PHYSICAL AND MENTAL DEMANDS:

The physical demands described here ~~are representative of~~ represent those that must be met by an employee ~~to perform the essential functions of this job successfully~~ to successfully perform the essential functions of this job. Reasonable accommodations may ~~be made to~~ enable individuals with disabilities to perform ~~the~~ essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift ~~and/or~~ move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, ~~and~~ peripheral vision, and the ability to adjust focus. The employee must have ~~basic~~ essential reading and writing skills and ~~be able to communicate with individuals effectively~~ to effectively communicate with individuals. The

position requires the ability to use commonsense in dealing with problems involving few concrete variables in standardized situations.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform ~~the~~ essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee must frequently handle, restrain, and move large dogs and other animals, requiring specialized equipment. The noise level in the office is quiet, and the noise level in the field is moderate.

GENERAL GUIDELINES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

[EEO/AA Statement](#)

[In the Town of East Hartford, we don't just accept difference — we celebrate it, we support it, and we thrive on it for the benefit of our employees, our residents, and our community partners. The Town of East Hartford is proud to be an equal-opportunity workplace.](#)

TOWN OF EAST HARTFORD

TITLE: Telecommunications Operator, Public Safety

GRADE: 7

DEPARTMENT: Police

DATE: [10-13-2022](#)

POSITION DEFINITION:

Receives and transmits ~~routine~~routine periodic, administrative, and emergency messages over a combined fire, police, and emergency medical services communications system.

GENERAL DUTIES:

- Receives oral or written instructions from supervisor.
- Plans, organizes, and performs work according to standardized procedures.
- Follow the rules, regulations, and procedures of the Communications Section.
- Establishes work priorities within approved guidelines.
- Receives administrative, routine, and emergency calls for fire, police, emergency medical, and related emergency services.
- Operates telephone console, and routes incoming calls.
- Records complaints as received.
- Enters information into a computerized dispatch system using a computer terminal.
- Enters information into the manual information system.
- Enters and retrieves information from electronic data and information systems, including, but not limited to, Conn. Department of Motor Vehicles, National Crime Information Center, and ~~local syst~~systems plans.
- Determines ~~priority of dispatch~~dispatch priority by policy, procedure, experience, and common sense.
- Dispatches fire, police, and emergency medical personnel as needed, ~~using~~using appropriate radio system and frequency.
- Receives and transmits instructions, directions, and orders using clear and coded language.
- Adjusts geographic assignments of public safety personnel to provide ~~adequate~~adequate coverage of the Town.
- Operates public safety communications console.
- Switches transmit/receive frequencies, establishes, ~~monitors~~monitor, ~~controls~~control and terminates multiple-frequency dispatches and broadcasts.
- Establishes, monitors, controls, and terminates console-controlled radio crosspatches.
- ~~Select~~Selects alternate frequencies to maintain communications with field units in the event of communications failure.
- Maintains constant communications capability with fire, police, and emergency medical services mobile units.

- Records incident information on a computer terminal or written forms and documents.
- Relays directions and orders from supervisors to Field units.
- Operates appropriate radio systems to relay information between East Hartford agencies and agencies for the State and adjacent towns.
- Summons ambulances ~~in accordance with~~ with requests from field units and established ~~procedure~~ procedures.
- Relays information ~~and/or~~ and requests for service to other Town agencies, departments, utility companies, and vehicle wrecker services.
- Monitors alarm communication system.
- Monitors incoming radio and COLLECT systems for ~~significant~~ important information, and forwards information as necessary. Reports failures or deficiencies in ~~systems~~ methods or equipment.
- Receives and relays calls concerning canines to Canine Control Officer or designee.
- Provides general information to the public. Overtime work may be required.

SUPERVISED BY:

Works under the general supervision of the Communications Supervisor

QUALIFICATIONS PROFILE: required skills and knowledge would generally be acquired with graduation

~~The skills and knowledge required would generally be acquired with graduation from~~ high school, and previous public safety communications experience, or equivalent. ~~Reading:~~ reading, writing, and speaking proficiency in the English language.

- Ability to type accurately.
- Aptitude to acquire ~~skill~~ skills in operation of automated information ~~systems~~ systems, especially the entering and retrieving ~~of~~ information from an electronic filing system.
- Ability to acquire a working knowledge of telephone and radio communications equipment and systems.
- Competence to carry out instructions ~~furnished~~ in written, oral or ~~schedule~~ scheduled form.
- Ability to apply experience and common sense to devise solutions to problems.
- A calm and clear manner when handling problems and situations presenting several variables and under emergency conditions.
- Capacity to deal effectively with high-stress situations.
- Ability to acquire a thorough working knowledge of established public safety procedures and policies and ~~to acquire~~ a thorough working knowledge of State Motor Vehicle Department records systems.

PHYSICAL REQUIREMENTS INCLUDE:

- Excellent hearing ability in both ears, based on a ~~pure tone~~ pure tone threshold between 0-25 decibels, with a frequency range between 500-3000 cycles.
- Excellent binocular vision, correctable to 20/20, with no color-blindness
- ~~Well modul~~ Well-modulated voice with distinct enunciation.
- Ability to remain seated for extended ~~periods of time~~ periods.
- Ability to work rotating shifts, including holidays and weekends

Telecommunications Operator Public Safety, Police

LICENSE OR CERTIFICATE:

- ~~Completion of course and certification by the Association of Public Safety Communication Officers (APCO) as a trained Telecommunications Operator or must be acquired within one (1) year of appointment.~~
- ~~Certification as Medical Response Technician (MRT) or Emergency Medical Technician Responder (EMRT) is desirable.~~
 - ~~State Certification as a Telecommunications Operator within one (1) year of hire.~~
 - ~~State Certification of CT COLLECT/NCIC within 2 months of hire.~~
 - ~~Certification of CPR/AED within 2 months of hire.~~
 - ~~Certification of Emergency Medical Dispatch within 2 months of hire.~~
-

EEO/AA Statement

~~The Town of East Hartford is an Equal Opportunity/Affirmative Action institution with a solid commitment to diversity.~~

~~In the Town of East Hartford, we don't just accept difference — we celebrate it, we support it, and we thrive on it for the benefit of our employees, our residents, and our community partners. The Town of East Hartford is proud to be an equal-opportunity workplace.~~

Note: The above tasks and responsibilities are illustrative only. It is not meant to be all-inclusive of in every task or responsibility.

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TOWN OF EAST HARTFORD

TITLE: Police Patrol Officer **GRADE:** 4280

DEPARTMENT: Police **DATE:**
02/19/197610/13/2022

GENERAL STATEMENT OF DUTIES:

Under ~~the immediate~~ the immediate supervision of the Sergeant, performs routine law enforcement work on foot or squad car patrol; performs related duties as required.

Example of duties: (Illustrative only)

- Patrols an assigned area on foot or in a cruiser.
 - Continuously checks the windows and doors of business establishments and windows and doors of business establishments and of assigned private homes, and investigates any suspicious conditions.
- Maintains continuous enforcement of motor vehicle laws, criminal statutes, and local ordinances.
- Provides public services such as information, traffic control, emergency ~~assists as~~ sistance, and rescues, found property, missing persons, and investigations.
- Provides documentation of police services and investigations through written reports.
- Obtains and executes arrest and search warrants.
- Provides testimony before special hearings and courts.
- Reports ~~unsafe and hazardous~~ unsafe conditions observed while on patrol.
- ~~May be assigned to~~ assist at the complaint desk and dispatch at Police Headquarters.
 - Building relationships with the community while helping contribute to vulnerable populations' health and safety,
 - Creating community awareness by using crime prevention methods or intervention initiatives

-
-

REQUIRED KNOWLEDGESKNOWLEDGE, SKILLS, AND ABILITIES:

- Good written and oral communicative skills.
- Mathematical ability sufficient to compile accurate statistical reports.
- Exceptional ability to deal effectively and courteously with people.
- Can act quickly and calmly in emergencies, remember details, and have ~~keen~~ keen powers of observation.

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- Ability to analyze and solve problems.

ACCEPTABLE TRAINING AND EXPERIENCE:

- ~~Graduation from a standard senior High School or possession of a State equivalency.~~
- ~~Candidates must be of majority age.~~
- **High School Diploma or State equivalent required**
- ~~Candidates must be at least 21 years of age.~~
- Possession of a valid Connecticut Motor Vehicle Operator's License.
- Height should be proportional to weight in order to evidence good physical health.
- Must be free of any physical impairment that would prohibit ~~the accomplishment of~~ accomplishing bona fide occupational duties.
- Have the ability to ~~pass job-rejob-related~~ related strength and agility tests.

EEO/AA Statement

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TOWN OF EAST HARTFORD

TITLE: Police Records Clerk II

GRADE: 6

DEPARTMENT: Police
2022

DATE: 07/19/198810-13-

POSITION DEFINITION:

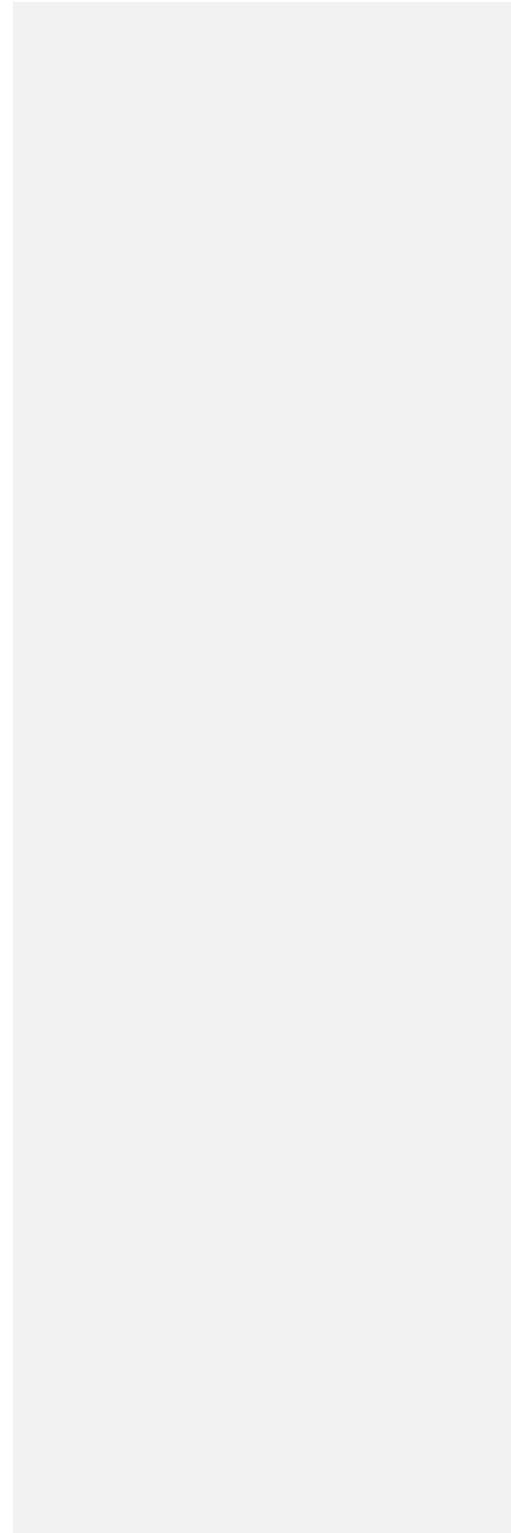
Performs general clerical work of ~~some~~ complexity and variety in organizing and maintaining police record-keeping, cross-filing systems, and property control. Serves as a lead clerk in the police records unit. Enters and retrieves information in specific functional areas, such as criminal, motor vehicle accident, property, and administrative records.

ESSENTIAL JOB FUNCTIONS:

- Receives oral or written ~~instructio~~instruction ~~as~~ from the unit commander or designated supervisor.
- Plans work according to the established office or standard procedure.
- Assigns work to clerks of lower grade.
- Receives information on arrests, accidents, and investigations.
- Classifies, codes, and processes information, ~~enters~~enter data into criminal history files from incident reports ~~and related~~ related information, and property.
- Enters data into an electronic filing system by remote computer terminal, including criminal history files.
- Retrieves and organizes information from criminal history ~~file~~files for transmittal to a court or other law enforcement agencies.
- Receives, indexes, and files criminal intelligence information.
- Provides copies of police reports, criminal history, and property inventory to authorized persons, including attorneys, insurance representatives, and ~~members of the public~~public members pursuant to state statutes and established procedures.
- Observes strict confidentiality in maintaining restricted information, files, records, and property.
- Provides information and referral services to the public regarding department or town programs and procedures.
- Compiles and types statistical information for reports.
- Serves as a relief to Accounts Clerk.
- Performs payroll, attendance, and leave record-keeping and related duties as needed.
- Performs related tasks as required.

- Reports work accomplished to supervisor.

-



ADDITIONAL JOB FUNCTIONS:

- Classifies and files materials such as correspondence, property, reports, and technical documents.
- Maintains worksheets of assigned [units](#).
- Periodically reviews and purges [records](#) ~~a record~~ of outdated records.

SUPERVISED BY:

- Receives general supervision from [a division lieutenant, police records supervisor, or an assigned supervisor](#) ~~a unit sergeant or an assigned supervisor~~.

QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with ~~a~~ high school education and three years [of](#) experience in general office work.
- Knowledge of basic office procedures, including filing, scheduling, posting, and basic bookkeeping.
- Ability to apply principles of confidential record keeping to solve practical problems.
- Ability to follow written and oral instructions furnished in written, oral or diagrammatic form.
- Ability to acquire a working knowledge of laws, regulations, and police procedures.
- Ability to type accurately.
- Ability to operate data and word processing equipment.
- Ability to maintain accurate records and files.
- Ability to perform accurate mathematical computations.
- Ability to deal cooperatively with others.
- Ability to process confidential information with responsibility.
- Prior police records experience [is](#) desirable.

LICENSING REQUIREMENTS:

- ~~Not applicable.~~
- [NCIC certification within the requisite amount of time](#)

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NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

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TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 30, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Refund of Taxes

m/w

I recommend that the Town Council approve a total refund of taxes in the amount of **\$8,386.29** as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the February 7th, 2023 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector
M. McCaw, Finance Director

INTEROFFICE MEMORANDUM

TO: MICHAEL P WALSH, MAYOR ✓
MCCA W MELISSA, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

SUBJECT: REFUND OF TAXES

DATE: 1/26/2023



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 \$8,386.29. Please see attached listing. Please place this item on the Town Council agenda for February 7, 20223

Bill	Name/ Check payable to:	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int	Over Paid
2021-03-0053161	BENJAMIN MICHAEL M	156 LARRABEE ST	EAST HARTFORD, CT 06108-2736	2021/4T3B6RFV2MU036496	0	-369.24
2021-03-0054336	BROWN AUDREY A	86 LAFAYETTE AVE	EAST HARTFORD, CT 06118-2629	2013/JM1BL1TG7D1740885	0	-48.27
2021-01-0008905	CHELSEA GROTON BANK ATTN: ESCROW	PO BOX 869	GROTON, CT 06340	112 SHADYCREST DR	0	-1,019.00
2021-03-0074429	HANCOCK MANUFACTURING LLC	247 BURNHAM ST	EAST HARTFORD, CT 06108-1131	2021/1F2GTAEC3M8288331	0	-205.95
2020-03-0064697	HERMANDEZ AIDALUZ G	51 RENE CT	EAST HARTFORD, CT 06108-1338	2005/1N4BA41E55C830590	0	-91.08
2021-03-0066160	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2019/1HGCV1F58KA093453	0	-520.98
2021-03-0066279	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2019/2HKRW6H35KH226001	0	-617.40
2021-03-0066748	HYUNDAI LEASE TRUSTING TRUST	4100 WILDWOOD PARKWAY	ATLANTA, GA 30339	2019/5YXGT4L31KG304717	0	-249.94
2021-03-0067233	JANANGELO FRANK P 2ND	26 LARAILA AVE	EAST HARTFORD, CT 06108-2731	1999/1NXBR12E4XZ193832	0	-10.81
2020-03-0082898	SOTOMAYOR ORLANDO	35 WOODBRIDGE AVE	EAST HARTFORD, CT 06108	2002/4A3AAA46G72E133709	0	-52.48
2020-04-0088688	SOTOMAYOR ORLANDO	35 WOODBRIDGE AVE	EAST HARTFORD, CT 06108	2000/2HKRL1856VH604798	-2.00	-22.50
2020-03-0084707	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2020/1TDP4RC3U039050	0	-399.56
2021-03-0084552	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2020/1TDL9RFU2L3018150	0	-414.85
2021-03-0084556	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/2T3BFREVX1W806361	0	-193.17
2021-03-0084590	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/2T3RFREV21W841720	0	-519.99
2021-03-0084591	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/1TMBRFREVJ1250910	0	-483.20
2021-03-0084616	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2020/4T1K61BK8LU015155	0	-536.97
2021-03-0084622	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/5TDBZRFH515494578	0	-715.10
2021-03-0084633	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/1TMBRFREVJ1249750	0	-96.86
2021-03-0084635	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/2T3G1RFV3KC005664	0	-442.99
2021-03-0084651	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/4T1B11HK9KU715397	0	-327.58
2021-03-0084656	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/1TME1RFV3KD502768	0	-110.92
2021-03-0084659	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/3TMCZ5AN4KM279608	0	-148.22
2021-03-0084660	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2019/5TDZRH8KS607730	0	-75.04
2021-03-0084665	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2020/1TDP4RC3U039050	0	-582.34
2021-03-0084941	TU HUONG N	49 PARK AVE	EAST HARTFORD, CT 06108-4021	2015/WA1LEAFP0FA015665	0	-101.92
2019-03-0089573	WOOD FLORENCE C	79 REDWOOD LN	SOUTH GLASTONBURY, CT 06073-2911	2018/1CABJWFG0L850319	0	-16.13
2019-03-0089578	WOOD JOSHUA V	79 REDWOOD LN	SOUTH GLASTONBURY, CT 06073-2911	2014/3GCUKREC5EG231272	0	-11.80
SUBTOTAL					(2.00)	(8,384.29)
TOTAL						<u>\$18,386.29</u>



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: February 2, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: BID WAIVER: McAuliffe Park Railroad Crossing

A handwritten signature in black ink, appearing to be "M. Walsh", is written to the right of the "RE:" line.

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, please see the enclosed bid waiver request submitted by Town Engineer Doug Wilson for design and construction of an at-grade pedestrian crossing over the railroad adjacent to McAuliffe Park.

On November 15, 2022, the Town Council authorized the town to enter into a construction and maintenance agreement with Connecticut Southern Railroad on the project. The purpose of the bid waiver is to have on record that the expenditures under the endorsed contract are not subject to town purchasing ordinances that require bidding.

Please place this information on the Town Council agenda for the February 7th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director
D. Wilson, Town Engineer
M. Enman, Purchasing Agent

**TOWN OF EAST HARTFORD
DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

TO: Mayor Michael Walsh

FROM: Douglas R. Wilson, P.E., Town Engineer *DRW*

COPY: Marilynn Cruz-Aponte, Director of Public Works
Connor Martin, Chief of Staff
Melissa McCaw, Director of Finance

DATE: January 24, 2023

RE: McAuliffe Park Railroad Crossing
Bid Waiver Request

We are writing to request that the Town Council waive the bidding procedures in Section 10-7(b) of the East Hartford Code of Ordinances (the "Ordinances") for design and construction of an at-grade pedestrian crossing over the railroad adjacent to McAuliffe Park.

On November 15, 2022, the Town Council approved a resolution authorizing the Town (the Mayor) to enter into a construction and maintenance agreement with Connecticut Southern Railroad (CSR), the railroad owner. Design and construction services provided by CSR, or their subcontractors, will eliminate the need for permits to occupy the railroad right-of-way by designers or contractors hired by the Town. Also, if the Town retained its own designers and contractors, personnel from those entities would require special training to work in the railroad right-of-way.

The contract with CSR was endorsed and finalized. At this time, we need to requisition monies to pay for work under the contract. The purpose of this bid waiver request is to confirm, for the record, that expenditures under the endorsed contract are not subject to Town purchasing ordinances that require bidding.

Enman, Michelle

From: McCaw, Melissa
Sent: Tuesday, January 24, 2023 4:29 PM
To: Enman, Michelle
Subject: FW: 22-A-007 McAuliffe Park Railroad Crossing - Bid Waiver for CSR Contract

FYI

Thanks,
MM

Melissa N. McCaw
Director of Finance
Town of East Hartford
740 Main Street
East Hartford, CT 06108
O: (860) 291-7246
E: mmccaw@easthartfordct.gov

From: Walsh, Mike <mwalsh@easthartfordct.gov>
Sent: Tuesday, January 24, 2023 4:28 PM
To: McCaw, Melissa <mmccaw@easthartfordct.gov>; Wilson, Douglas <Dwilson@easthartfordct.gov>; EHMAYORSOffice <ehmayorsoffice@easthartfordct.gov>
Cc: Cruz-Aponte, Marilynn <mcruzaponte@easthartfordct.gov>; Martin, Connor <CMartin@easthartfordct.gov>
Subject: RE: 22-A-007 McAuliffe Park Railroad Crossing - Bid Waiver for CSR Contract

I concur. If I recall, CSR will do the work, but let's make it clear so everyone is aware. Thanks.

Mike

*Mike Walsh, Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108
Phone: (860) 291-7201
Fax: (860) 289-0831
MWalsh@EastHartfordCT.Gov*

From: McCaw, Melissa <mmccaw@easthartfordct.gov>
Sent: Tuesday, January 24, 2023 4:26 PM
To: Wilson, Douglas <Dwilson@easthartfordct.gov>; EHMAYORSOffice <ehmayorsoffice@easthartfordct.gov>
Cc: Cruz-Aponte, Marilynn <mcruzaponte@easthartfordct.gov>; Martin, Connor <CMartin@easthartfordct.gov>
Subject: RE: 22-A-007 McAuliffe Park Railroad Crossing - Bid Waiver for CSR Contract

Mayor,

I requested this bid waiver as the resolution approving the entering into the contract was silent to the fact that some of this work may not be bid. To put this matter to bed, this bid waiver would be prudent. I did have Michelle listen to the

discussion to see if this was disclosed and one councilman asked the question and the Town administration's response was not clear. So we cannot confirm that Council was aware when they acted. I'd like to have this on file along with their approval to enter into contract.

Thanks,
Melissa

Melissa N. McCaw
Director of Finance
Town of East Hartford
740 Main Street
East Hartford, CT 06108
O: (860) 291-7246
E: mmccaw@easthartfordct.gov

From: Wilson, Douglas <Dwilson@easthartfordct.gov>
Sent: Tuesday, January 24, 2023 4:23 PM
To: EHMayersOffice <ehmayorsoffice@easthartfordct.gov>
Cc: Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Martin, Connor <CMartin@easthartfordct.gov>;
McCaw, Melissa <mmccaw@easthartfordct.gov>
Subject: 22-A-007 McAuliffe Park Railroad Crossing - Bid Waiver for CSR Contract


Mayor,

Attached please find a bid waiver request for the above-referenced project. While the agreement with Connecticut Southern Railroad was endorsed by the Town Council in November, we need to document that the agreement is not subject to bidding requirements under Town purchasing ordinance.

>> Assuming you are in agreement with the bid waiver, please transmit the memorandum to the Town Council for their consideration.

Let me know if you have any questions.

Thanks in advance!

 Douglas R. Wilson, P.E.
Town Engineer/Local Traffic Authority

Town of East Hartford
Department of Public Works, Engineering Division
740 Main Street
East Hartford, CT 06108
(860) 291-7380
Direct (860) 291-7383
Mobile (860) 209-8121
dwilson@easthartfordct.gov
www.easthartfordct.gov



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 10, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: Construction and Maintenance Agreement - CT Southern Railroad

Please find the enclosed construction and maintenance agreement between the Town and the Connecticut Southern Railroad Inc. for the McAuliffe Park at-grade crossing. ARPA funding in the amount of \$500,000 for this project has been appropriated by the Town Council.

The agreement would allow the Town to authorize the railroad company to construct and maintain the at-grade crossing, which will provide the residents of Veterans Terrace Housing Complex located on Columbus Circle a safe and convenient way to access McAuliffe Park.

Please place on the Town Council Agenda for the November 15, 2022 Town Council meeting.

Thank you.

C: R. Gentile, Assistant Corporation Counsel
D. Wilson, Town Engineer
C. Martin, Chief of Staff

CONNECTICUT SOUTHERN RAILROAD, INC.
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 0.75
TOWN OF EAST HARTFORD, COUNTY OF EAST HARTFORD, STATE OF CONNECTICUT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this “Agreement”) made this day of _____ 2022 (“**Effective Date**”), by and between the **Town of East Hartford**, hereinafter called “**Agency**”, and **Connecticut Southern Railroad, Inc.**, hereinafter called “**Railway**”:

WITNESSETH:

WHEREAS, Agency proposes a public pedestrian path and at-grade crossing near McAuliffe Park at Railway’s Milepost 0.75, hereafter called “**Project**”; located in the Town of East Hartford, State of Connecticut; and

WHEREAS, Agency is willing to undertake the expense for the Project as detailed in **Exhibit B**, except as provided in Section I. (C) of the Agreement; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size and location of the Project; and

WHEREAS, Railway is willing to coordinate and cooperate with Agency with respect to the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, said Project shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of Railway and Agency.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

Agency and Railway will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER AGENCY OR ITS CONTRACTOR AT AGENCY EXPENSE.

1. Construction of Pedestrian Path Outside the Railroad ROW

Take all necessary, reasonable steps, including, without limitation, funding for and construction of the pedestrian path located outside of the Railroad’s property and Railroad’s right-of-way.

2. Prohibition of Crossing Traffic

The Agency shall prohibit any traffic from using the crossing until construction is complete.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY RAILWAY AT AGENCY EXPENSE.

1. Project Plans & Specifications and Construction

Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the Project within Railroad's right-of-way.

2. Flagging

Railway will schedule and perform flagging and furnish requested services and devices during construction operations of Railway or its contractor, as deemed necessary by Railway. Any flagging cost or protective services performed by Railway or its contractor shall be at Agency's expense.

3. Preliminary Engineering, Construction Engineering, and Inspection

Perform administrative and engineering services, including project research, correspondence, Surface/Signal Site Survey, create Basis of Design documents, RR surface & RR signal vendor solicitation, RR surface & RR signal construction management, plan review, project controls, agency invoicing, process agreements, and progress project to completion.

4. Construction

Construction of the at-grade crossing, pedestrian gates, emergency exits, and all other improvements within the Railway Right of Way as set forth on Exhibit B.

C. COSTS AND PAYMENTS.

Railway's financial contribution to the total Project cost shall be zero percent (0%) of the total Project cost, or zero dollars (\$0.00) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total Project cost may be modified by amendment with the mutual consent of Agency and Railway. In the interest of clarity and to avoid ambiguity, the flagging and protective services provided by Railway pursuant to Section I. (B) above are included in the total Project cost.

II. Construction Plans and Specifications

Railway's contractor shall perform its work in accordance with detailed plans and specifications which shall be prepared by Railway's contractor and submitted to Railway for approval of those sections that are applicable to Railway's right-of-way, facility or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of Railway prior to receipt of notices to

proceed given by Railway and Agency or their authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be a ratification or adoption by Railway of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for on Railway's right-of-way shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of Railway. Agency or Agency's contractor shall reimburse Railway for one hundred percent (100%) of the actual costs related to flagging per Section I. (B)(1) of this Agreement. Railway will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. Railway may bill the Agency monthly or periodically for its force account when costs exceed One Thousand dollars (\$1,000).

Wherever the safeguarding of trains or traffic of Railway is mentioned in this Agreement, it is intended to cover and include all users of Railway's tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right of Entry Agreement, Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; Railway's contractor, in the exercise of the rights and in the conduct of the Project, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

Railway shall ensure that its contractor(s) obtain and provide to Railway evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on Railway's property in connection with the Project.

V. Intentionally Omitted

VI. Funding and Signatory Warranty

Agency acknowledges that it has available all funds necessary to complete the Project, including the reimbursement of Railway for the estimated costs, as set forth in the initial estimate (**Exhibit B**).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX. (B), if it occurs, or twelve (12) months after either (i) the date construction commences within Railway's Right-of-Way or (ii)

completion of the construction of the Project, as determined by Railway and subject to Section IX. (C). Agency's and Railway's obligations under Sections X. and XI. (B) shall survive the term of this Agreement.

Upon completion of the Project, Railway, at Railway's expense, will be responsible for the future maintenance of Railway's track infrastructure. The Railway at Agency expense will maintain the at-grade crossing, pedestrian gates, emergency exits, and all other improvements in the Railway Right of Way as set forth on Exhibit B.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and permitted assigns.

IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the Project.
- B. Railway shall complete all construction for the Project located within Railroad's property and Railroad's right-of-way within ten (10) months of the Effective Date.

X. Indemnity

As a material inducement for entering into this Agreement, and without which Railway would not enter into the same, Agency covenants and agrees that:

- A. AGENCY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY WHATSOEVER (INCLUDING BUT NOT LIMITED TO PROPERTY OWNED BY OR IN THE CARE, CUSTODY, OR CONTROL OF RAILWAY INDEMNITEES, AGENCY OR ITS DESIGNEES), ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, AGENTS OR EMPLOYEES UNDER Section I. A. 1 of THIS AGREEMENT, EXCEPT TO THE EXTENT OF THE CRIMINAL OR INTENTIONAL ACTS, OR SOLE NEGLIGENCE, OF RAILROAD INDEMNITEES.

IT IS THE EXPRESS INTENTION OF AGENCY AND RAILWAY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY INDEMNITEES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY

SHALL NOT PROTECT RAILWAY INDEMNITEES FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL OR INTENTIONAL ACTIONS OR SOLE NEGLIGENCE OF RAILWAY INDEMNITEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY INDEMNITEES OWE NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFEWORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

- B. Agency shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the property of Railway and shall indemnify, defend and hold Railway Indemnitees harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the criminal or intentional acts, or negligence of Railway Indemnitees.
- C. IN NO EVENT SHALL RAILWAY INDEMNITEES OR AGENCY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

XI. Cancellation of Project; Termination of Agreement: Remedies

- A. If Agency determines it is necessary to cancel the Project for any reason, Agency may terminate this Agreement by delivery of written notice to Railway. Upon Railway's receipt of such notice, Railway shall proceed to stop work.
- B. Agency shall reimburse Railway for (i) all reasonable costs and expenses incurred in returning Railway's property to its original condition to Railway's reasonable satisfaction, and (ii) any of Railway's expenses incurred in connection with its provision of flagging and protective services up until the time of termination.
- C. Any delays in or failure of performance by either party under this Agreement will not constitute default or give rise to any claims for damages or penalties if the delay or failure is directly caused by a **Force Majeure Event**. A "**Force Majeure Event**" means any of the following and any other event, which are events, circumstances, or conditions beyond the reasonable control of the parties, including, without limitation, acts of God, riots, wars (whether declared or not), equipment malfunction, derailments, civil disturbances, civil disobedience, insurrections, acts of terrorism, sabotage, rockslides, landslides, snowslides, avalanches, earthquakes, explosions, floods, fire, underground damage, lightning, sustained abnormal weather conditions or other natural catastrophes and/or strikes, work slowdown, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g. SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other **Force Majeure Events**), whether or not of a similar kind or nature to any of the foregoing. The parties agree that a **Force Majeure Event** does not include economic hardship, changes in market conditions, or insufficiency of funds. Under no circumstances shall an obligation to pay monies owed under this Agreement be delayed, deferred, postponed or excused by a **Force Majeure Event**.

XII. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than Railway Indemnitees, the parties' successors and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one party of a breach hereof by the other party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the parties that its terms be not construed against any of the parties by reason of the fact that it was prepared by one of the parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

SURVIVAL. Agency's and Railway's indemnity obligations shall survive the expiration or termination of this Agreement along with any other right or obligation that is, by its express terms or nature and context, intended to survive.

The following is a list of the attachments:

Exhibit A – Project Plan Set

Exhibit B – Rail Services Cost Estimate

Exhibit C – Insurance Requirements

Attachment 1 – G&W Code of Ethics and Conduct

Attachment 2 – Roadway Worker Protection Training Policy

Attachment 3 – Contractor Safety Rules

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

TOWN OF EAST HARTFORD

Authorized Representative Signature

Authorized Representative (print) / Title

WITNESS:

**CONNECTICUT SOUTHERN RAILROAD,
INC.**

Authorized Representative Signature

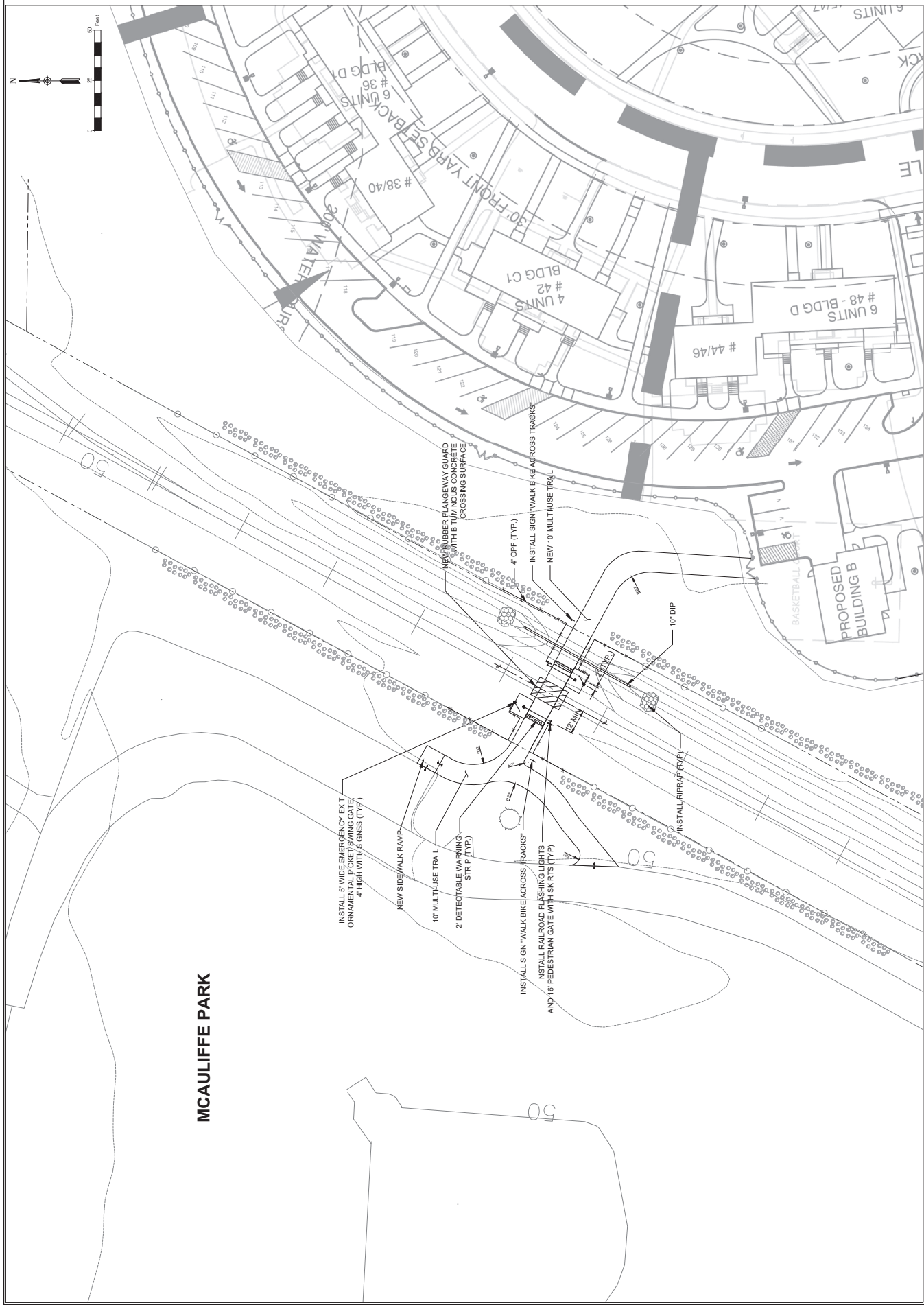
Authorized Representative (print) / Title



APPROVED BY:
COMMISSIONER OF PUBLIC WORKS
TOWN OF EAST HARTFORD
100 STATE STREET
EAST HARTFORD, CT 06108
TEL: 860-281-1000
WWW.EASTHARTFORD.CT.GOV

22-A-005
MCAULIFFE PARK RAILROAD FOOTBRIDGE
EAST HARTFORD, CONNECTICUT

NO.	DATE	DESCRIPTION



MCAULIFFE PARK

Exhibit B
Rail Services Cost Estimate

MAINTENANCE FEES

AGENCY shall pay RAILWAY a base annual fee of **\$ 5,000.00 per year** as a minimum signal maintenance fee ("Signal Maintenance Fee"). AGENCY shall have no right of refund for any cause whatsoever with respect to Signal Maintenance Fee payments paid to RAILWAY, which said sum shall be payable annually in advance commencing on the Effective Date and each anniversary of the Effective Date thereafter.

All future maintenance, repair and/or reconstruction of the Crossing surface shall be performed by RAILWAY, at the sole cost of the AGENCY, on an as-needed basis as determined by RAILWAY.

RAILWAY reserves the right to adjust the Signal Maintenance Fee on each anniversary date of this Agreement, or at such other times as conditions warrant, but in no event more than once per calendar year and in no event shall either such increase exceed five percent (5%) of the fee assessed for the immediately preceding year. Billing or acceptance by RAILWAY of any Signal Maintenance Fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

At no time shall the Signal Maintenance Fee be less than those fees payable as of the Effective Date of this Agreement.

Exhibit B

Force Account Estimate

OOM

Railroad:	Connecticut Southern Railroad (CSOR)	Region:	NORTHERN
Agency:	Town of East Hartford	State:	CT
DOT #:	TBD	COUNTY:	Hartford
ROADWAY:	McAuliffe Park Pedestrian Path	CITY:	East Hartford
DESCRIPTION:	GEC Services for support of the Pedestrian Path across CSOR at MP 0.75. Tasks include project research, correspondence, Surface/Signal Site Survey, create BoDs, surface/signal vendor solicitation, surface/signal construction, plan review, project controls, process agreements, and progress project to completion.		
AGENCY PROJECT NUMBER:	ESTIMATE SUBJECT TO REVISION AFTER:		01/02/23

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	20,000
Subtotal	\$	20,000

CONSTRUCTION & CLOSEOUT:

Contracted & Administrative Engineering Services	\$	17,100
Subtotal	\$	17,100

FLAGGING SERVICE:

Contracted or Railroad Flagmen Services	<u>15</u>	Days	\$	21,000
Subtotal			\$	21,000

UTILITY WORK:

Power Service	\$	-
Other	\$	-
Subtotal	\$	-

CONTRACT WORK:

Outside Services	\$	-
Design & Labor & Material	\$	235,135
Subtotal	\$	235,135

RAILROAD TRACK:

Labor & Material	\$	-
Subtotal	\$	-

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material	\$	-
Subtotal	\$	-

PROJECT SUBTOTAL:

	\$	293,235
Public Project Admin: 0.00%	\$	-
Contingencies: 10.00%	\$	29,323

PROJECT TOTAL:

	\$	322,558
CURRENT AUTHORIZED BUDGET:	\$	-
TOTAL SUPPLEMENT REQUESTED:	\$	322,558

DIVISION OF COST:

	Agency	<u>100.00%</u>	\$	322,558
	Railroad	<u>0.00%</u>	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: SKS	Approved by:	Public Project Department
DATE: <u>07/06/22</u>	REVISED: <u>07/06/22</u>	DATE: <u>07/06/22</u>

Exhibit C

Insurance Requirements

The coverages and limits required hereunder shall include the liability assumed by the named insured under the indemnification provisions contained in the Agreement between the Agency and Railway covering work to be performed upon or adjacent to Railway's property **Mile Post 0.75**:

The parties agree that the following coverages are material requirements of this Agreement and such coverages shall not be limited by Agency's inability to indemnify and hold harmless Railroad Indemnitees under applicable laws and regulations:

- (a) Agency shall, at its own cost and expense, prior to the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:
- (i) Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of no less than two million dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of no less than six million dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.
 - (ii) Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds.
 - (iii) Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of no less than one million dollars (\$1,000,000) for bodily injury by accident, each accident; one million dollars (\$1,000,000) for bodily injury by disease, policy limit; one million dollars (\$1,000,000) for bodily injury by disease, each employee. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees.
 - (iv) Prior to construction within fifty (50) feet of the Railway's tracks, Agency shall purchase Railroad Protective Liability Insurance naming Railway Indemnitees as the named insureds with limits of two million dollars (\$2,000,000) each occurrence and six million dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from Railway.
- (b) The following general insurance requirements shall apply:
- (i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.
 - (ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by Railway Indemnitees.
 - (iii) All insurance policies shall be endorsed to provide Railway with thirty (30) days prior written notice of cancellation, non-renewal or material changes.
 - (iv) Agency shall provide Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by date and description

and shall be furnished to Railway at the following address, or to such other address as Railway may hereafter specify:

Connecticut Southern Railroad, Inc. (CSOR); Attn: Public Projects Consultant: Alfred Benesch & Company, 4614 Red Fox Road, Oshkosh, WI 54904 AND Connecticut Southern Railroad, Inc., Attn: Katelyn Krysiak, 75 Hammond Street, Worcester, MA 01610.

- (v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
 - a. The retroactive date shall be prior to the commencement of work.
 - b. Agency shall maintain such policies on a continuous basis.
 - c. If there is a change in insurer or policies are cancelled or not renewed, Agency shall purchase an extended reporting period of not less than three (3) years after the Agreement expiration or termination date.
 - d. Agency shall arrange for adequate time for reporting of any loss under this Agreement.
- c. Railway may require Agency to purchase additional insurance if Railway reasonably determines that the amount of insurance then being maintained by Agency is insufficient in light of all relevant factors. If Agency is required to purchase additional insurance, Railway will notify Agency. Failure of Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.
- d. Furnishing of insurance by Agency shall not limit Agency's liability under this Agreement but shall be additional security therefor.
- e. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.
- f. Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk
- g. If contractors are utilized by Agency, Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Property under this Agreement is completed to the satisfaction of and accepted by Railroad and thereafter until Agency has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Property.

Attachment 1

GWJ CODE OF ETHICS AND CONDUCT

GWJ Code of Ethics and Conduct: This document is located online at

<https://gwrr.com/about-us/code-of-ethics>

I certify that I have reviewed and understand the GWJ Code of Ethics and Conduct and agree to abide by this Code for the duration of this Agreement while performing services for Connecticut Southern Railroad, Inc.

Town of East Hartford

Printed Name, Title

Signature

Date

Attachment 2

ROADWAY WORKER PROTECTION TRAINING POLICY

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$75.00 USD, payable via credit or purchasing card.

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT

On-Line Portal please follow these instructions:

- Start at website <https://railpros.com/training/>
- Click on the "Online Training" button
- Select the G&W course by clicking on the course name or simply add to cart
- If creating an account for multiple people, adjust the quantity purchased to match the tests needed
- Create an account as a new user or use previous login information
- A username will be assigned after an account is created
- Fill out all of the fields on the payment page and submit
- You will be asked if this is for you or someone else, if it is for your use select you. If it is for members of your team, enter the name and contact information of those that will be taking the test
- After receiving the username and password go back to the On-Line University page and select the G&W course again
- Complete the registration process and training

All employees of the Contractor or its subcontractor(s) will be required to submit a copy of their training certification to the railroad personnel managing the applicable project

Attachment 3

Contractor Safety Rules



**CONTRACTOR
SAFETY
RULES**

Issued to all North American Subsidiaries of

Genesee & Wyoming Inc.

Effective April 1, 2002
Revised Dec. 31, 2006

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project (i.e. Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety, and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track, bridges, roadway, or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:

a. Safety Footwear:

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses.
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:-

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle is under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:-

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track:

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee in Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
 - Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:**Responsibilities:**

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track, at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator:

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks:
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

21. Watchmen:**Responsibilities:**

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

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- b. If you cannot clear all tracks:
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard) or any other track not controlled by a Dispatcher.

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. Communicate with employees in the vicinity of the equipment and cover:
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

The undersigned has read and understands these Genesee & Wyoming "Safety Guidelines for Contractors and Non-GWRR Personnel":

Printed Name, Title

Signature

Date

Contractor Safety Rules