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# TOWN COUNCIL AGENDA TOWN COUNCIL CHAMBERS 740 MAIN STREET EAST HARTFORD, CONNECTICUT

2017 APR 12 A II: 12
TOWN CLERK
EAST HARTFORD

APRIL 19, 2017

#### 7:00 P.M. Executive Session

#### Announcement of Exit Locations (C.G.S. § 29-381)

Pledge of Allegiance

7:30 p.m.

- 1. CALL TO ORDER
- 2. AMENDMENTS TO AGENDA
- 3. RECOGNITIONS AND AWARDS
- 4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
- 5. APPROVAL OF MINUTES
  - A. April 4, 2017Regular Meeting
- 6. COMMUNICATIONS AND PETITIONS
- 7. OLD BUSINESS
- 8. NEW BUSINESS
  - A. Contract between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO:
    - 1. Approval of Contract
    - 2. Contingency Transfer FY2016-2017
    - 3. Contingency Transfer FY2017-2018
  - B. Contract Authorization: Raymond Library and Televend Services Inc.
  - C. Municipal Tax Exempt Lease Purchase Financing: 5-Year Capital Improvement Plan
  - D. Historic Document Preservation Grant
  - E. Recommendation from Investigation & Audit Committee re: Appointment of Town Auditor
  - F. Recommendation from Real Estate Acquisition & Disposition Committee:
    - 1. Set a Public Hearing Date of May 2, 2017 @ 7:15PM re: 100 Woodlawn Circle
    - 2. Easement to Goodwin College South Meadows Multi-use Recreational Trail
  - G. Referral to Real Estate Acquisition & Disposition Committee re: 146 Prospect Street
  - H. Outdoor Amusement Permit Application: Gengras Harley Davidson Spring Open House
  - I. Refund of Taxes
- OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

- 10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
- 11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
- 12. ADJOURNMENT (next meeting: May 2<sup>nd</sup>)

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#### EAST HARTFORD TOWN COUNCIL

2017 APR 10 A 8: 39

#### TOWN COUNCIL CHAMBERS

TOWN CLERK EAST HARTFORD

APRIL 4, 2017

**PRESENT** 

Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Ram Aberasturia, Joseph R. Carlson and Patricia Harmon

ABSENT

Councillor Michael G. Kurker

#### CALL TO ORDER

Chair Kehoe called the meeting to order at 7:36 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to recognize the accomplishments of retired K-9 Axel, who had recently passed away. Both Officer John Zavalick, Axel's handler, and Axel retired from the East Hartford Police Department in 2015. Axel served the town of East Hartford admirably for eight years. He will be missed.

#### OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) believes that the Town needs to review the Zoning Board of Appeals membership to determine if any individuals should not be serving on that Commission; (2) asked that the Council not approve the appointments that are on the agenda until the Council is satisfied that the appointees are familiar with the law and their duties on the Board or Commission; and (3) asked that the Town inquire of the general public, not just the Democratic or Republican parties, to see if there is any interest in serving on a town Board or Commission.

Mayor Leclerc (1) stated that Chief Sansom has returned to work from the FBI Academy course; (2) thanked Deputy Chief Mack Hawkins for acting as Chief of Police in Chief Sansom's absence; (3) the EHPD will be enforcing the Distracted Driving Grant beginning April 4<sup>th</sup> through April 30<sup>th</sup>; (4) the Donate Life flag will be raised on Wednesday April 12<sup>th</sup> at 10AM in front of Town Hall; (5) on Friday, April 7<sup>th</sup>, Friends of East Hartford Seniors will host a breakfast honoring Senior Volunteers; (6) Fire Chief Oates performed the final inspection on the new rescue vehicle that will soon be added to East Hartford's inventory; (7) the EHFD hockey team hosted their annual charity game last week; and (8) the Parks and Recreation Department will be hiring lifeguards, camp counselors, park rangers, etc. to fill summer positions – applications are on the town's website.

#### **APPROVAL OF MINUTES**

March 21, 2017 Executive Session

MOTION

By Joe Carlson

seconded by Ram Aberasturia

to approve the minutes of the March 21, 2017 Executive Session.

Motion carried 6/0. Abstain: Horan, Russo

#### March 21, 2017 Regular Meeting

MOTION

By Joe Carlson

seconded by Pat Harmon

to approve the minutes of the March 21, 2017 Regular Meeting.

Motion carried 6/0. Abstain: Horan, Russo

#### COMMUNICATIONS AND PETITIONS

#### Presentation by Billy Casper Golf (BCG) re: East Hartford Golf Course

<u>Mayor Leclerc</u> introduced <u>Ciaran Carr</u>, Regional General Manager for BCG, who in turn introduced <u>Chris Gibbs</u>, the new General Manager of the East Hartford Golf Course. Mr. Gibbs is looking forward to working at the Golf Course and meeting the Councillors.

Also in the audience this evening was <u>Ryan Phelps</u>, Regional Director of Operations and <u>Bill Abbe</u>, Groundskeeper.

Mr. Carr then introduced <u>Greg Sinder</u>, Regional Director of Marketing, who used a PowerPoint presentation to outline the updates to the Golf Course and the rate structure for the upcoming season: (1) a new executive chef was hired to oversee the restaurant – Chad Wolfe; (2) the bar area in the club house is being renovated and clearly separated from the restaurant portion; (3) a canopy will be installed over the patio for better utilization of that space for 3-season outdoor dining; (4) through the tracking of sales, rates for Senior 9 holes and 18 holes will be eliminated on weekends, since most Seniors tend to play weekdays; (5) cart prices have been increased to where they were 2 years ago as lower prices did not increase sales; (6) a new communications strategy – through advertising – will better inform the residents of the Golf Course's events and restaurant offerings.

Another presentation will be scheduled for the summer, when more financial data is available.

<u>Tim Bockus</u>, Public Works Director, updated the Councillors on the re-construction of the cart paths and the installation of the new well.

#### Rotary Club of East Hartford - Donations Report

<u>Chair Kehoe</u> announced that in August 2011, the Town Council voted unanimously to allow the Rotary Club of East Hartford free use of the Veterans Memorial Clubhouse for its weekly meetings provided the Club donates a minimum of \$10,000 for the benefit of East Hartford residents on a yearly basis. A report containing such information would be due by July 1<sup>st</sup> of each year. Below is that report for the fiscal year 2015-2016 and for the fiscal year-to-date for 2016-2017.

#### ROTARY CLUB OF EAST HARTFORD CHARITABLE DONATIONS SERVING THE COMMUNITY OF EAST HARTFORD PERIOD 7/1/15 - 3/13/17

<u>GRANTEE</u>	FUNDED 2015-16	TO DATE FUNDED 2016-17	<u>NOTES</u>
Academy of Finance EH Holiday Fest EH Little League EH High School Basketball League EH Homeless Shelter EH Parks & Rec. Summer Concerts	\$ 1,000 \$ 200 \$ 500 \$ 0 \$ 2,598 \$ 0	\$ 0 \$ 200 \$ 500 \$ 500 \$ n/a \$ 300	High School students
EH Police Department SRO's EH Youth Football EH Social Services: Back to School	n/a \$ 1,000 \$ 262	\$ 3,200 \$ 750 \$ 250	ballistic vests/helmets
EH Social Services: Holiday gifts/food EH Social Services: "Koats for Kids" Food Banks (5 @ \$400 each) Mayberry School iPads Scholarships high school graduates School Business Partnership Program	\$ 1,402 \$ 3,484 \$ n/a \$ 2,648 \$12,000 \$ 1,000	\$ 2,848 \$ 3,320 \$ 2,000 \$ n/a \$12,000 \$ tbd	adopted two families  6 @ \$2,000 High School student
participation Totals:	\$26,094	\$25,868	riigis contoit student

#### Resignation of Gladys Rivera from the Economic Development Commission

<u>Chair Kehoe</u> announced the resignation of Gladys Rivera from the Economic Development Commission and thanked her for her dedication to the town.

#### **NEW BUSINESS**

#### **AT&T Foundation Grant**

MOTION

By Bill Horan

seconded by Marc Weinberg to **adopt** the following resolution:

WHEREAS AT&T and the AT&T Foundation have made funding available to support projects that create opportunities, make connections and address community needs; and

WHEREAS the East Hartford Youth Services Department is eligible for this funding through its operation of several positive youth development programs and the provision of outreach services to help meet the needs of East Hartford's youth and their families.

NOW THEREFORE LET IT BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts and amendments as may be required by AT&T and the AT&T Foundation as they pertain to this grant.

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

### Referral to Real Estate Acquisition & Disposition Committee re: Easement to Goodwin College – South Meadows Multi-use Recreational Trail

MOTION

By Linda Russo

seconded by Marc Weinberg

to **refer** to the Real Estate Acquisition & Disposition Committee the possible granting of an easement to Goodwin College across seven townowned parcels of land in connection with their proposed multi-use recreational trail through the South Meadows, with instructions to investigate the matter and report back to the Town Council with its recommendation if any.

Motion carried 8/0.

#### Appointments to Boards and Commissions

MOTION

By Joe Carlson seconded by Bill Horan

to approve the following appointments:

- > To the Planning and Zoning Commission:
  - Henry Pawlowski, 48 Oxford Drive, from alternate to full member; whose term shall expire December 2020
  - 2. Susan Skowronek, as Alternate, 84 Syracuse Drive, whose term shall expire December 2019
  - 3. Angela Parkinson, as Alternate, 31 High Street, whose term shall expire December 2019
- > To the Zoning Board of Appeals:
  - 1. Awet Tsegai, as Alternate, 19 Home Terrace, whose term shall expire December 2019

Motion carried 8/0.

### Outdoor Amusement Permit: Greater Hartford Area Walk for Children with Apraxia of Speech

MOTION

By Ram Aberasturia seconded by Linda Russo

to approve the outdoor amusement permit application submitted by Jaime LaVecchia, Events Coordinator for the Childhood Apraxia of Speech Association of North America, to conduct a walk as a fundraiser to raise awareness of Apraxia on Sunday June 4, 2017 from 9:30AM to 12:30PM at the Goodwin School Field, 1235 Forbes Street, with music during the same hours as the walk; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and to waive the associated permit fee under the provisions of Town Ordinance §5-6(a) as this is a fundraising event. Motion carried 8/0.

#### Refund of Taxes

MOTION

By Marc Weinberg

seconded by Ram Aberasturia

to refund taxes in the amount of \$62,963.25

pursuant to Section 12-129 of the Connecticut General Statutes.

Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2015-01-0000677	AUDIBERT JOSEPH & GAIL M	26 NORIGE DR	-93.98
2015-01-0000022	BTV REALTY OF EAST HARTFORD LLC	1375 SILVER LN	-304.00
2014-03-0055351	CAMPBELL REBECCAANN	1997/2G4WS52M3V1461847	-14.08
2015-03-0059338	DELLARIPPA MARY E	2011/JN8AF5MV6BT023259	-152.94
2015-03-0061744	FEDORAS MICHAEL J	2002/2FTZF07372CA55885	-48.99
2015-03-0061844	FERNANDEZ CARMEN T	2005/1GTDT136358156718	-142.45
2015-01-0005365	FREMONT 155 LLC	255 PITKIN ST	-58457.10
2015-01-0005376	FREMONT 60 PPR LLC	60 PRESTIGE PARK RD	-10.00
2015-03-0063778	GOBIN GODFREY A	2000/3N1BB51D7YL102513	-50.87
2015-04-0084013	GUERRIERI ANTHONY L	1986/1HD1EBL45GY117793	-153.92
2015-01-0006374	HAMELIN RENE	16 RIVERMEAD BLVD	-100.00
2015-03-0065523	HEBREW TONGAS A	2011/3N1BC1CPXBL454506	-189.99
2015-03-0066326	HONDA LEASE TRUST	2012/5FNRL5H45CB098841	-471.60
2015-03-0066404	HONDA LEASE TRUST	2012/2HGFB2F88CH576899	-28.53
2015-03-0068650	KIMBALL JOYCE P	2014/5NPEC4AC3EH851247	-9.67
2015-03-0070304	LETTMAN GERALDO	2008/4S4WX90D084410066	-191.80
2015-03-0071186	MACFARLANE CHRISTINE I	2016/KMHDH4AE1GU520234	-205.54
2015-03-0071262	MADE U LOOK PROMOTIONS LLC	2010/5TEUU4EN5AZ736919	-133.83
2015-03-0072751	MCKEOWN BRIAN M	1999/4S3BK4350X7302486	-36.07
2015-04-0086054	MCNEIL DIANE M	2003/JNKDA31A93T108593	-6.13
2015-03-0073566	MILONE ELLEN M	2015/3TMLU4EN0FM205546	-334.44
2015-03-0075151	NISSAN INFINITI LT	2013/3N1AB7AP6DL690769	-134.68
2015-03-0075248	NISSAN INFINITI LT	2012/3N1AB6AP4CL634029	-121.29
2015-03-0075319	NISSAN INFINITI LT	2014/5N1AR2MM5EC730796	-225.74
2015-03-0075330	NISSAN INFINITI LT	2015/KNMAT2MV6FP513637	-146.96
2015-03-0075338	NISSAN INFINITI LT	2013/1N4AZ0CP5DC407485	-140.23
2015-03-0075348	NISSAN INFINITI LT	2013/1N4AL3AP0DC173312	-380.73
2015-03-0079018	RATAIC JANICE M	2000/1FMRU1665YLA26886	-7.00

2015-01-0012051	RAWLINITIS ROSEMARY A	55 WESTERLY TER	-30.38
2015-01-0012445	RODRIGUE RITA H	245 WOODMONT DR	-229.77
2015-03-0082023	SANTIAGO DENNIS M	2015/2T1BURHE3FC299693	-134.87
2015-03-0084030	STAR STAINLESS SCREW CO.	2011/2B3CL5CT8BH555334	-238.61
2015-03-0084865	TEDS PLUMBING AND	2015/54DC4W1C3FS805805	-17.06
2015-01-0005508	VU BANG & NGUYEN CHAP	12 ARAPAHO DR	-20.00
		TOTAL	\$ (62,963.25)

#### OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke (1) asked the Administration to repair/reseed the front lawn of 58 Barbara Drive as a result of the road repair program. The Mayor said she would look into it. (2) asked if there was any way that the Memorial Day Parade could be held this year. The Mayor indicated that whether or not the parade is held is the decision of the Patriotic Commission.

<u>Rich Kehoe</u> commented that the program at Bicentennial Park for recognizing Memorial Day will still be held.

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

#### OPPORTUNITY FOR RESIDENTS TO SPEAK

<u>Rafael Zeligzon</u>, 430 Burnside Avenue, is concerned about questionable activity at the convenience store located at 442 Burnside Avenue.

#### **ADJOURNMENT**

MOTION

By Esther Clarke

seconded by Bill Horan to adjourn (9:30 p.m.). Motion carried 8/0.

The Chair announced the next meeting of the Town Council would be Wednesday, April 19th.

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TOWN COUNCIL CLERK



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE:

April 17, 2017

TO:

Richard F. Kehoe, Chair

FROM:

Mayor Marcia A. Leclerc

RE:

CONTRACT – Local 1548 International Association of Firefighters AFL-CIO

On April 6, 2017 the Town of East Hartford (the "Town") and the Local 1548 International Association of Fire Fighters (hereinafter the "Fire Fighters' Union") (collectively herein "the Parties") entered into a tentative agreement for a new collective bargaining agreement effective July 1, 2015 through June 30, 2019. The tentative agreement was ratified by the bargaining unit members on April 13, 2017.

The impetus for the tentative agreement centered on more effectively controlling health insurance costs for active employees and retirees. During the contract negotiation process, the Town's objectives were achieved as follows:

- 1. Effective 7/1/2018 the Town annual HDHP seed funding is eliminated.
- 2. Maintain cost shares at 16%, 15% and 10% (when the seed gets eliminated); and increasing cost share effective June 30, 2019 to 11%.
- 3. Effective 7/1/2017 the retiree PPO offering will be replaced with a retiree HDHP with no seed.
- 4. Grandfather sick time payout for current Fire Fighters, eliminated payout for Fire Fighters hired on or after 7/1/2017.
- 5. Require all Fire fighters to contribute toward OPEB liability.
- 6. Effective 7/1/2025 Increase the cost of retiree premium cost share from 50% to 75% for spouse when they reach age 60; and no longer provide the Medicare Supplement to the spouse.

You'll find that the tentative agreement with the Fire Fighters' Union regarding these items have achieved the objectives of the Town, while staying within the Town Council's spending directive from the June 2016 joint Town and Board of Education meeting. The duration of the agreement is for four years with one and a half percent (1.5%) average wage increases as follows:

• July 1, 2015 – June 30, 2016 2%

• July 1, 2016 – June 30, 2017 2%

• July 1, 2017 – June 30, 2018 1%

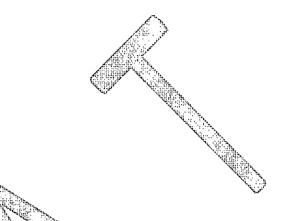
• July 1, 2018 – June 30, 2019 1%

Attached to this memorandum is a letter from the Town's Director of Finance, Mike Walsh, with a financial analysis of the four-year Fire Fighters' tentative agreement. Also attached for your review are a copy of the tentative agreement between the Parties; a copy of the tentatively agreed to operational contract language changes; and a draft copy of the successor collective bargaining agreement, highlighting all of the new language changes.

Since this matter involves a need to fund the successor collective bargaining agreement, the Town's Fire Chief, Finance and Human Resources Directors will be present at the meeting scheduled for April 19, 2017 should there be any questions or concerns, or a need to go into executive session.

The tentative agreement needs to be submitted to the Council within fourteen days from the date the union members ratified the agreement 4/13/2017. In accordance to Section 7-474 of the General Statutes of the State of Connecticut "Such request shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body."

cc: Michael Walsh, Finance Director
John Oates, Fire Chief
Santiago Malave, Human Resources Director



### CONTRACT BETWEEN

# THE TOWN OF EAST HARTFORD

### AND

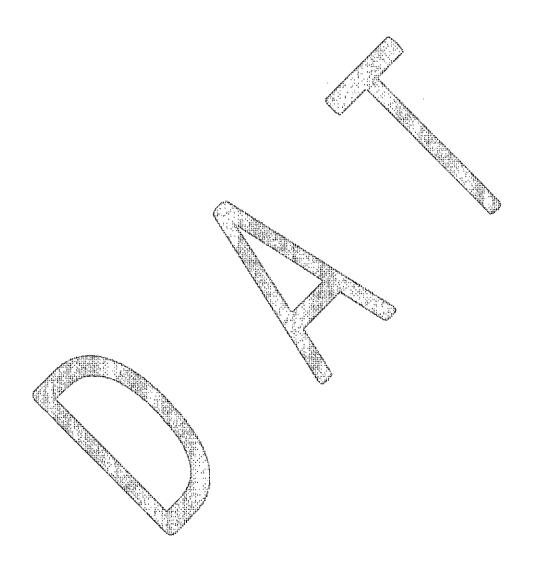
### LOCAL 1548 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

FOR THE PERIOD JULY 1, <del>2011</del>-2015 THROUGH JUNE 30, <del>2015</del> 2019

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The following contract, effective as of the first day of July 2011, by and between, respectively, the Town of East Hartford, hereinafter referred to as the "Town" and Local 1548, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service be rendered.

## ARTICLE I Recognition

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for this bargaining unit consisting of all uniformed positions within the East Hartford Fire Department, except those of Chief and Assistant Chiefs. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

# ARTICLE II Union Security

#### SECTION 1

- A. Employees who are members of the Union as of July 1, 1986, or who later become members shall, as a condition of employment, remain members of the Union in good standing for the duration of this contract or any extension thereof.
- B. Section 1 (A) shall be modified to provide that during the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or, in lieu of Union membership, pay to the Union a service fee which shall not be greater than the amount of dues uniformly required of its members. Adjustment to the service fee, if any, shall be in accordance with the procedure set forth in Article II, Section 2 of this Agreement.

#### **SECTION 2**

The Town shall deduct Union dues or a service fee weekly from the earned wages of each Union member or service fee member, in such amount as determined by the Union as the regular weekly dues uniformly required as a condition of retaining membership therein, upon the receipt of an employee's authorization card. The sum which represents such weekly Union dues deduction or service fee deductions shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall

not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized financial officer of the Union. Deductions provided for herein shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. Each month, the Town will simultaneously furnish the duly authorized financial officer of the Union with a list of the employees for whom Union dues deductions have been made.

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

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

### ARTICLE III Bulletin Boards

No material shall be posted except notices of meetings and elections, results of elections, changes in Union By-Laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union.

### ARTICLE IV Grievance Procedure

#### SECTION 1

No bargaining unit employee shall be removed, dismissed, discharged, suspended, fined, or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, wages, hours or conditions of employment as agreed to hereunder, all of which wages, hours and conditions are controlled by this contract, adjustment shall be as follows:

- (A) The Union shall submit such grievance, in writing, to the Chief of the Fire Department, within thirty (30) days of the incident giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the contract which the Union believes have been violated. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- (B) If such grievance is not resolved to the satisfaction of the Union by the Chief, within seven (7) days after such meeting, the Union may present such grievance,

in writing, within seven (7) days thereafter to the Human Resources Director. Within ten (10) days after said Human Resources Director receives such grievance, the Human Resources Director shall arrange to and shall meet with the Union in an attempt to resolve said grievance.

- (C) 1. If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director within seven (7) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action the Board of Mediation and Arbitration will have the power to uphold the action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.
  - 2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.
- (D) In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or five (5) work days for those covered by Section 2 of Article VI) before a hearing.
- (E) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- (F) Time limits provided for herein may be extended by written agreement of the parties.

(G) As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

#### ARTICLE V Union Business Leave

#### **SECTION 1**

The three (3)— four (4) members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

#### **SECTION 2**

The three (3) four (4) members of the Union Grievance Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

#### **SECTION 3**

Such officers and members of the Union, as may be designated by the Union, shall be granted twenty (20) days' leave from duty with full pay, for Union business such as attending labor conventions and educational conferences.

#### ARTICLE VI Work Week

#### SECTION 1

The work week for all employees except those assigned to the Fire Marshal's Division, the Apparatus Repair Division, the Fire Alarm Division, the EMS Division, the Training Division, Special Administrative Assignments, or Light duty shall be an average of not more than forty-two (42) hours per week computed over a period of one fiscal year. Personnel shall work a twenty four hour shift followed by 72 hours off. Each 24 hour shift shall be comprised of a ten hour day tour to commence at 0700 hours and to conclude at 1700 hours linked to a fourteen hour night tour which shall commence at 1700 hours and conclude at 0700 hours following day. All leave shall be taken in 24 hour blocks of time except as specified.

The following leave may be granted for a day tour or a night tour:

- 1. Vacation days
- 2. Earned Days (for perfect attendance)
- 3. Special Leave
- 4. Educational Leave
- 5. Personal/ Sick Leave
- 6. Sick Leave specific to the care of a family member

This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

#### **SECTION 2**

The work week of all employees who are not covered under Section 1 of this Article shall be thirty-five (35) hours per week, Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

#### **SECTION 3**

The procedures concerning group changes, which were in effect at the time this Agreement was negotiated, shall continue. The Chief or his/her designee and representatives of the Union shall meet for the purpose of reducing the group change procedure to writing.

#### **SECTION 4**

All temporary positions not covered under Section 1 of this Article will be covered under Section 2 of this Article. All temporary positions for which there is no active eligibility list shall be offered to qualified employees on the basis of seniority. Whenever the Town determines that a new temporary position (Special Administrative Assignments) is required The Chief shall identify the duties, responsibilities, and pay grade for the position. All temporary or acting positions which have been established prior to July 1, 2007 shall continue to be compensated at the established rates. New temporary positions (Special Administrative Assignments) shall be for a period of not less than ninety days. All temporary positions shall be for a period of not more than one year. Temporary positions may be extended up to an additional six months. Prior to extending a temporary position it shall again be offered to qualified employees on the basis of seniority. At the conclusion of the six month extension such temporary position shall be made permanent or eliminated.

- A. All temporary positions not covered under Section 1 of this Article will be covered under Section 2 of this article.
- B. Temporary Positions shall be created and assigned as follows:

Whenever the Town determines that a new temporary position is required, the Fire Chief shall identify the duties, responsibilities, and pay grade for that position.

All temporary positions, for which there is no active eligibility list, shall be offered to the most qualified person. Qualification is determined by a review of the individual's qualifications, including education, training, relevant experience, and certification, in comparison to the minimum qualifications contained within the job description. In the event of two persons with equivalent qualification, the senior most person shall be selected for the position.

Temporary positions shall be for a period not less than 90 days, nor more than 365 days from date of assignment. Temporary positions may be extended up to an additional 180 days, if agreed upon by the Fire Chief, member filling the temporary position, and Local 1548.

#### ARTICLE VII Holidays

#### **SECTION 1**

In each fiscal year, each employee shall receive holiday pay for twelve (12) holidays. Each day of the holiday pay for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours. Holiday pay shall be paid on or about September 1 of each fiscal year. The twelve (12) holidays are:

Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day New Year's Day Martin Luther King Day Presidents' Day Good Friday Easter Memorial Day

#### **SECTION 2**

In the event of an unforeseen national state holiday of mourning, and it is declared as such and is in fact celebrated by the Town, each employee shall receive an additional day of holiday pay.

### ARTICLE VIII Overtime

#### **SECTION 1**

Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at time and one half\* the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours if such employee works the full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of hours worked, whichever is

greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

\* See Memorandum of Agreement re Minimum Manning \*

#### **SECTION 2**

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, for the purpose of remaining at the scene of a fire until-he/she is properly relieved, for a period of time not to exceed thirty (30) minutes, such employee will receive no other compensation than his/her regular week's pay for such thirty (30) or less minutes of work. However, should any employee be held past thirty (30) minutes of his/her regular quitting time, for any reason, such employee will be paid the applicable overtime rate for all time worked in excess of his/her work schedule.

#### **SECTION 3**

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, because he/she has been ordered to and performs work in connection with a multiple alarm fire, or in the event of an emergency condition, such as, but not limited to such conditions as flooding, civil disturbance, severe and/or unusual weather conditions, or any other emergency declared by the Mayor or his/her designee, shall be paid for such overtime work at one and one quarter (1 1/4) times the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours, if such employee works a full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of such hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

#### **SECTION 4**

A. The overtime lists (with the exception of the Emergency List) shall consist of those employees who volunteer in writing. Newly hired employees shall have thirty (30) days from date of hire within which to volunteer, in writing, to have his/her name added to such list(s). The names of employees on the overtime lists shall be placed thereon in order of their seniority.

#### B. Regular Overtime Lists

There shall be two (2) separate lists for overtime which is needed to bring a company up to minimum manpower strength for the full shift:

1. Deputy Chiefs, Captains and Lieutenants,

- 2. Firefighters, Firefighter/Paramedics, Pumper/Driver Operators Apparatus Operators.
- C. Whenever overtime is required to bring a firefighting shift up to minimum manpower strength, it shall be rotated among the qualified employees whose names appear on the appropriate Regular or Four-Hour overtime lists.
- D. If an employee works an overtime assignment or refuses to work such an overtime assignment, his/her name shall be placed at the bottom of the rotating overtime list. If an employee is unable to work such overtime because he is on sick leave or injury leave, his name shall be placed at the bottom of the rotating overtime list only after he has completed the period of sick or injury leave and has had the same number of opportunities to work he would have had if he was not sick or injured, to a maximum of ten (10) such opportunities. Any employee who has reported off sick is ineligible for overtime during the next shift and thereafter until he/she reports back for duty.
- E. If no employee on the appropriate roster accepts an overtime assignment, the employee standing highest on the applicable rotating roster shall be ordered to work such assignment.
- F. The officer in charge of the shift on which such overtime work is to take place shall administer the provisions of this section. The lists and procedures outlined in this Section may be modified by mutual agreement between the Chief and the Union in order to better meet departmental needs.
- G. Members working in Temporary Position or Acting Assignment, upon returning to their previous permanent job assignment, shall have their proper position in each overtime list determined in the following manner:
  - 1. The total salary compensation (including base pay and any overtime worked) for the time period where the member was in the Temporary or Acting Assignment will be compared to a similarly situated member in his permanent classification. For the purpose of this section, similarly situated shall be defined as same job class, step, and having worked an average number of overtime shifts for the period.
  - 2. The difference in compensation will be translated into an equivalent number of overtime shifts 'behind.' Under no circumstance will the member coming from the Temporary or Acting Assignment be placed ahead (in number of overtime hours worked) of those in his job class.

#### **SECTION 5**

No employees who are covered by Section 1 of Article VI of this Agreement shall work more than five (5) consecutive tours of duty. An employee who has worked the maximum

consecutive tours permitted by this Section shall not be ordered to work overtime unless there is a state of emergency declared by the Mayor necessitating the presence of all personnel.

#### SECTION 6

Whenever any private person or organization is required to, or shall seek the services of employees of the Fire Department for extra duty assignments, the Chief or his designated representative shall hire the requested number of employees being requested from the extra duty overtime list.

- a. The extra duty list shall consist of those employees who volunteer in writing to have their names added to such list by April 15, 2004. Newly hired employees shall have thirty (30) days from date of hire to volunteer, in writing, to have their names added to such list. The names on the extra duty overtime list shall be placed in the order of department seniority. Employees who wish to be added to such list after April 15, 2004, may do so in writing to the Chief or his/her designee at any time, but shall be placed at the end of said list and averaged into the rotating order for hiring purposes. On January 1 and July 1 of each calendar year, the order of all names on the extra duty overtime list shall be adjusted to reflect department seniority.
- b. Employees may at any time request in writing to the Chief or his/her designee that their name be removed from the extra duty overtime list. These employees may also request in writing to the Chief or his/her designee that their name be placed back on to the extra duty overtime list. Such names shall be place back on to the extra duty overtime list two times per calendar year, on either January 1 or July 1 but only after a minimum period of six months has passed since they were removed from the extra duty overtime list. These names shall be placed on to the extra duty overtime list in order of department seniority and averaged into the rotating order for hiring purposes.
- c. All employees covered under this Collective Bargaining Agreement shall be eligible for placement on the extra duty overtime list. Employees shall be assigned and restricted to duties at specific events and/or occupancies based on their current position, job description, and/or rank except in the case of ancillary service employees who may work off the extra duty overtime list in a position of lower labor grade or different job description. Ancillary service employees may not be placed in line firefighter or line officer positions, whose duties are suppression. Ancillary service employees may be hired for such positions as fire prevention, fire watch, dual role fire prevention/ EMS positions, and other similar job assignments.
- d. Employees working extra duty shall be compensated at the following overtime rates:
  - 1. Firefighters, Firefighter/Paramedics, and Apparatus Operators.
    - a. Grade 66

- 2. Lieutenants, Captains, and Deputy Chiefs.
  - a. Grade 69, Step 2
- 3. Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspectors, Master Mechanic, Superintendent of Alarms, Fire Marshall, Chief Medical Officer, Chief Training Officer, and any new position(s) created in the ancillary services which are similar in labor grade and/or position.
  - a. Grade 66 when operating in a capacity which is less than their regular job assignment or position.
  - b. Grade 69, Step 2 when working in the capacity of their regular job assignment or a supervisory position relevant to their position.
- e. Employees hired for extra duty assignment shall be paid for such assignment at the appropriate overtime rate, multiplied by four (4) hours, or the actual number of hours of such overtime, whichever is greater.
- f. If no employee volunteers for extra fire duty, assignments will be made by the Chief to those off duty from the rotating extra fire duty list.

## ARTICLE IX Acting Officers

#### SECTION 1

Whenever any employee is required to work in a higher classification than his/her regular classification, such employee shall receive the next higher rate of pay for the higher classification in which he/she serves in this acting capacity. Employees who are Acting will receive only the next higher rate of pay. Service in an "acting" capacity shall not count towards seniority if and when an employee is permanently appointed to such higher rank, nor will it count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, nor for any purpose whatsoever.

#### **SECTION 2**

All acting assignments shall be offered to qualified employees on the basis of seniority. Whenever an employee is absent from duty for any reason or had died or retired and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence, death or retirement, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists. However, if the employer can reasonably determine that such absence will last more than

thirty-one (31) days, then the employer may appoint said highest eligible employee any time from the first day of absence.

52.

- A. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence or separation from service, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists.
- B. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is no existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, such position shall be offered to the senior most qualified person.
- C. If the employer can reasonably determine that such absence will last more than thirty-one (31) days, then the employer may appoint said highest eligible employee any time after the first day of absence.

### ARTICLE X Vacations

#### **SECTION 1**

In each calendar year, each employee who has or will have six (6) months but less than one (1) year of Town service on December 31st of such calendar year shall receive one (1) week of vacation leave with pay. Each employee who has or will have one (1) but less than five (5) years of Town service on December 31st of such calendar year shall receive two (2) weeks of vacation leave with pay. Each employee who has or will have five (5) but less than ten (10) years of Town service on December 31st of such calendar year shall receive three (3) weeks of vacation leave with pay.

Each employee who has or will have ten (10) but less than sixteen (16) years of Town service on December 31st of such calendar year shall receive four (4) weeks of vacation leave with pay. Each employee who has or will have sixteen (16) or more years of Town service on December 31st of such calendar year shall receive one (1) additional day of vacation leave with pay. Each employee who has or will have seventeen (17) or more years of Town service on

December 31st of such calendar year shall receive two (2) additional days of vacation leave with pay. Each employee who has or will have eighteen (18) or more years of Town service on December 31st of such calendar year shall receive three (3) additional days of vacation leave with pay. Each employee who has or will have nineteen (19) or more years of Town service on December 31st of such calendar year shall receive (4) additional days of vacation leave with pay. Each employee who has or will have twenty (20) or more years of Town service on December 31st of such calendar year shall receive five (5) additional days of vacation leave with pay.

#### **SECTION 2**

Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to one (1) employee on each Fire Fighting Company on each shift, and the number of officers (regardless of rank) who may be on vacation simultaneously shall be limited to one third (1/3) of the total number of officers assigned to a group, rounded to the nearest whole number. The shift commander shall hold-the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of rank, then seniority, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same, and except no employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

- A. Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to eleven (11). The distribution of the eleven (11) positions shall be three (3) officers, four (4) apparatus operators, and four (4) firefighter or firefighter/paramedics. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander.
- B. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of seniority in grade, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same. No employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

#### **SECTION 3**

All vacation leave may be taken as individual days off. For the purpose of this Section, a week of vacation leave shall mean four (4) tours of duty for those employees who are covered by

Section 1 of Article VI of this Agreement and shall mean four (4) tours of duty for those employees who are covered under Section 2 of Article VI of this Agreement. All applicable provisions of this Article shall apply to this Section as well.

#### **SECTION 4**

Each employee may carry forward up to two (2) weeks of unused vacation leave. Such leave shall be taken in accordance with the provisions of Section 2 of this Article. Carryover of vacation under this Section shall require thirty (30) days notice in writing to the Chief or the Deputy Chief.

#### **SECTION 5**

If any employee is entitled to vacation leave at the time of his/her separation from the Fire Department, or his/her death, such employee, or his/her dependent survivors, as the case may be, shall receive one (1) day of pay for each day or days of such vacation leave.

#### ARTICLE XI Sick Leave

#### **SECTION 1**

Each employee shall be entitled to one and one fourth (1 1/4) working days of sick leave, with pay, for each month of service which shall accumulate indefinitely. One 24 hour shift each year may be defined as Personal/Sick Leave to be used at the employee's sole discretion. Use of Personal/Sick Leave shall not break a period of "Perfect Attendance" as defined in Section 2 of Article XI.

#### **SECTION 2**

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay.

<del>A.</del>	Employees covered under Article VI, Section 1 of this Agreement shall earn one
	(1) day for perfect attendance for each of the following periods:
	January 1 thru April 30
	May 1 thru August 31
	September 1-thru-December 31
	* *

B. Employees-covered under Article VI, Section 2 of this Agreement, shall earn one (1) day for perfect attendance for each of the following periods:

January 1	thru	March 31
April 1	thru	June 30
July 1	thru	September 30
October 1	thru	December 31

C. Earned days must be taken within an eight (8) month period.

#### **SECTION 3**

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive one day of terminal leave-pay for each day of unused sick leave up to a maximum of ninety (90 one hundred twenty (120)) days., except as otherwise provided in Article XX. In the event of an employee's death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of minety (90) days. Employees hired on/after July 1, 2017 will not receive any payout of sick leave upon retirement.

#### **SECTION 4**

Sick leave may be used the employees recovery from illness, injury, exposure to disease, or to permit the absence of the employee for up to 24 hours to care for a member of the employee's immediate family. Immediate family, for the purposes of this section, is defined as the employee's spouse, dependent child, or with parent of the employee who is currently domiciled with the employee. Use of sick leave to care for a family member shall be limited to three occurrences per calendar year.

- A. Sick leave may be used by employees for the recovery from illness, injury, exposure to disease, or to permit the absence of the employee for up to 24 hours to care for a member of the employee's immediate family. Immediate family shall mean, and include, mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, grandparent, grandchild, and any family member that is domiciled in the employee's household.
- B. Use of sick leave to care for a family member shall be limited to six tours.

#### **SECTION 5**

No employee will be eligible for sick leave during any period which he/she is eligible for and collecting Workers' Compensation from an employer other than the Town of East Hartford.

#### **SECTION 6**

- A. A medical certification signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required for a period of more than two (2) consecutive working days, or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or any other type of leave, or when an employee's attendance shows frequent or habitual absence because of claimed sickness. Medical certification shall be provided on a prescribed form. See Appendix C.
- B. Notwithstanding any other provisions of this contract, the Chief will periodically review the attendance patterns of employees. If the review of any employee's

record discloses individual events of illness which total six (6) or more days during any twelve (12) month period, or a proportional number if the review period is less than twelve (12) months, the Chief may discuss such attendance pattern with the employee and advise him or her through consultation. The failure to improve his or her attendance prior to the end of the next review period may lead to disciplinary action.

#### **SECTION 7**

The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

## ARTICLE XII Injury Leave

#### **SECTION 1**

Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave, with full pay, from the date of injury until such time as he/she is able to return to duty or reaches maximum medical improvement, whichever comes first, and in no event for more than eighteen (18) months from the date of injury. Such injury leave may be extended to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to expiration of the initial 18 month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for that portion of such damages or awards which compensated him/her for the salary to which he/she was entitled during such leave. The Corporation Counsel is authorized to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

#### **SECTION 2**

The Town shall pay the hospital, medical and drug expense for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to his/her superior officer as soon as he/she becomes aware that such injury or disability was suffered in the line of duty and, further provided that he/she reports same within one (1) year of the date of the injury or disability, and further provided that he/she establishes, through proper evidence and witnesses, that such injury or disability was suffered in the performance of his/her duty.

#### **SECTION 3**

A. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee hired before July 1, 1996 shall be presumed to have been suffered in the performance of his/her duties.

B. Any employee who is hired on or after July 1, 1996 shall be subject to the provisions of C.G.S. §7-433c, as it may be amended from time to time.

#### **SECTION 4**

No employee shall engage in any activity of an emergency nature which is known to have caused heart and hypertension problems as covered under Section 7-433c of the Connecticut General Statutes. This provision shall not apply to activity in the employ of, or for the benefit of the Town.

#### **SECTION 5**

#### Light Duty Work Program

- A. There shall be established a Light Duty Work Program within the East Hartford Fire Department to accommodate the temporary partial physical disabilities of Department personnel, arising from both work related and non-work related illnesses, injuries or medical condition.
- B. Whenever any employee presents a doctor's certificate indicating the employee is fit for light duty, the Fire Chief or his designee shall determine:
  - i. That the employee's skills and abilities and medical condition are appropriate to the light duty job to which he/she has been assigned;
  - ii. An employee who has been released to light duty shall report for light duty on the day of his/her next regularly scheduled shift. Should the employee's next regular shift fall on a Saturday or Sunday he/she shall report for light duty on Monday.
  - iii. Light duty assignments shall be Monday through Friday from 0800 hours
     to-1600 hours with a one hour lunch break. be thirty-five (35) hours per week. Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department. Employees on light duty assignments will be excused from duty for reasonable periods of time for doctor's appointments and physical therapy.
  - iv. In the case of work related injuries, that the illness injury or medical condition is expected to continue for no more than eighteen (18) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to the expiration of the initial eighteen (18) month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period; and

In the case of non-work related injuries, that the illness, injury or medical condition is expected to continue for no more than six (6) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional eighteen (18) months upon receipt by the Town of the written opinion of a physician chosen by the Town, prior to the expiration of the initial six (6) month period that the injured employee will be capable of resuming his/her duties within such extended eighteen (18) month period. Employees with non-work related injuries will submit to independent medical examinations, at the expense of the Town, whenever the Chief in his or her discretion, deems such an independent medical examination (or series of examinations) to be reasonable and appropriate.

It shall be the responsibility of the employee to secure the doctor's certificate stating the information detailed above, except when an independent medical examination is required.

<u>C</u>

- i.The total number of employees that may participate in the Light Duty Work Program shall not exceed three (3) percent of the total-budgeted positions authorized for the Fire Department at that time, rounded to the nearest whole number. However, the Chief shall have the prerogative to grant exceptions to that total, on a non-precedent setting basis.
- ii.Half of the available light duty positions (or the simple majority in the case of an odd number of light duty positions)—shall be allocated and given preference to employees with work related injuries. The remaining available light duty positions shall be available for employees with non-work related illness, injury or medical condition.
- DC. Employees participating in the Light Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the East Hartford Fire Department. No employee shall be required to perform menial or degrading work in the Light Duty Program.
- ED. Upon receiving medical certification that he/she is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

# ARTICLE XIII Special Leave

#### **SECTION 1**

Each employee shall be granted special leave, with pay, for any day or days on which he/she is able to secure another employee to work in his/her place provided:

- (A) Such substitution does not impose any additional costs on the Town;
- (B) Such substitution does not cause the Company to be without a qualified employee to fill each of its positions;
- (C) The officer in charge of his/her assigned shift shall be notified in writing on an approved form or electronically at least 24 hours in advance;
- (D) In each calendar month, no employee shall exchange more than two (2) day tours of special leave, excluding weekends and holidays, except if being used for educational purposes proof may be required. If one or more additional days are requested, they may be granted only with approval of the Chief or the Assistant Chief;
- (E) Neither the Department nor the Town is held responsible for enforcing any agreements made between employees.

#### **SECTION 2**

#### Family Medical Leave

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

- (A) Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA.
- (B) Events which qualify employees for such leave are:
  - Birth or adoption of a child or placement of a child in the employee's home for foster care.
  - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
- (C) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.

- (D) The Town may require medical certification to document the reason for the leave, where provided by law.
- (E) The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- (F) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.
- (G) Employee may be required to provide a "fitness for duty" certification upon return to work.

### ARTICLE XIV Funeral Leave

Each employee shall be granted leave, with pay, in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, unless an additional day is necessary for travel, subject to approval by the Chief or designee. In no event shall such leave be less than three (3) tours commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, wife, child, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-son, step-daughter, and any relative who is domiciled in the employee's household.

### ARTICLE XV Uniform Allowance

#### **SECTION 1**

The Town shall provide employees with dress uniforms to include:

- 1 pair of Dress Gloves
- 1 Long-Sleeved Dress Uniform Shirt
- 1 Uniform tie
- 1 Class A Dress Uniform Blouse
- 1 Dress Uniform Winter Jacket
- 1 Pair of Dress Uniform Slacks
- 1 Pair of Dress Uniform Shoes
- 1 Dress Uniform Hat and Hat Badge
- 2 Dress Uniform Badges
- 2 Sets of Dress Uniform Collar Insignia

The Chief shall determine when the change of seasonal uniforms will occur. The Chief may make bi-annual inspections of dress uniforms.

#### **SECTION 2**

The Town shall continue to provide each employee with his/her own protective clothing which is of good quality and in good condition. Such personal protective equipment shall be appropriate for the conditions under which employees are expected to operate during emergency situations. All clothing shall meet or exceed the NFPA and/or OSHA standards. This equipment shall include the following:

- 1 New York style helmet
- 1 Set of complete turnout gear
- 1 Pair of Structural Firefighting gloves
- 1 Pair of Structural Firefighting boots
- 1 Nomex Hood
- 1 SCBA Mask

#### **SECTION 3**

Each calendar year the Town shall provide work uniforms consisting of shirts and pants to each employee. All work uniforms shall meet the specification of the turnout gear manufacturer and shall meet or exceed the NFPA and/or OSHA standards. Uniforms shall conform to the department uniform policy (DP-1003) in effect as of January 15<sup>th</sup>, 2008.

At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

- A. The Town shall provide work uniforms to each employee. Issued uniforms shall be solely and exclusively utilized when on-duty.
- B. Issued uniforms shall be selected based upon a combination of OSHA compliance, NFPA guidance, wearability, appearance, and economic considerations. Such uniforms shall conform to the department uniform policy (DP-1003) in effect as of January 15<sup>th</sup>, 2008.
- C. The Fire Chief, with input from the Joint Labor/Management Health and Safety Committee, shall have the ultimate and final decision on selection and purchase of uniforms.
- D. At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

#### ARTICLE XVI Insurance

#### **SECTION 1**

The Town shall provide and pay for the following insurance for all employees and their enrolled dependents:

- A. Preferred Provider (PPO) Plan with Managed Care provisions and full services prescription coverage, as described in Appendix D through June 30, 2014.
- B. Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (\$1,500/\$3,000 ~ 100%/80%) and full service prescription drug coverage as described in Appendix D.
  - 1. The Town shall contribute fifty percent (50%) of a participating HDHP members annual HDHP plan deductible into such employees' Health Savings Account ("HSA") in a single lump-sum deposit during the first week of each plan year annually on a pre-tax (IRC §123) basis. Effective July 1, 2017, the Town shall contribute twenty-five percent (25%) of a participating HDHP members annual plan deductible into such employees' Health Savings Account (HSA) in a single lump-sum deposit during the first week of the plan year. Effective July 1, 2018, the Town will no longer contribute any portion of the annual plan deductible.
    - i. The Town's contribution into an employee's HSA shall be prorated for any new or existing employee enrolling in the HDHP after a plan year has commenced.
    - ii. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall remain in the non-high deductible PPO and shall pay the same employee premium share contribution as the HDHP premium share contribution for the PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP, however, they should be aware of the timing of the HSA contributions to avoid potential tax penalties.
  - 2. The Town shall contribute an additional two hundred and fifty dellars (\$250.00) into each bargaining unit members HSA during the first week of each plan year annually on a pre-tax (IRC \$123) basis for participating in the wellness program defined herein under Article XX. The Town will annually deposit an additional \$250 toward the deductible for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their physician complete the Preventative Health Attestation as Appendix G

certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.

- a) C. The Triple Option Dental Plan, as described in Appendix E—with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty three (23) if the dependent is enrolled as a full-time student in an accredited school or university.
  - D. Vision Care Endorsement for employee and—spouse eligible dependents, as described at in Appendix D.
  - E. The Town shall provide and pay for a forty thousand dollar (\$40,000.00) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars (\$60,000); converted to a five thousand dollar (\$5,000) life insurance policy for each employee who retired between July 1, 1998 and June 30, 2006. Each employee who retired between July 1, 2006 through June 30, 2013, received a \$10,000 retiree life insurance benefit. Each employee who retires after July 1, 2013 shall receive a \$15,000.00 retiree life insurance benefit.
  - F. All members of the bargaining unit who elect insurance coverage under Sections A, B (as applicable) and D above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

Effective July 1, 2013 through June 30, 2014, each employee covered under Section A above shall-contribute 16% of the cost (the premium equivilancy rate i.e.—the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2014 through June 30, 2015, each employee-covered under Section B shall contribute 16% of the cost (the premium equivilancy rate—i.e. the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll-deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2015 through June 30, 2016, each employee covered under Section B shall contribute 16% of the cost (the premium equivilancy rate – i.e. – the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2016 through June 30, 2017, each employee covered under Section B shall contribute 16% of the cost (the premium equivalancy rate – i.e. – the rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2017 through June 30, 2018, each employee covered under section B shall contribute 15% of the cost based on the allocated rate (i.e. the actual cost of administrative fees plus the expected claim costs) of the health plan that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2018 through June 30, 2019, each employee covered under section B shall contribute 10% of the cost based on the allocated rate (i.e. the actual cost of administrative fees plus the expected claim costs) of the health plan that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

Effective July 1, 2019, each employee covered under section B shall contribute 11% of the cost based on the allocated rate (i.e. the actual cost of administrative fees plus the expected claim costs) of the health plan that he or she elects through weekly payroll deductions on a pretax (IRS Code §125) basis.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The Town shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

G. The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial

incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

Coverage Type	Payment Amount
Individual	\$ 500.00 \$1,000
Individual plus one dependent	\$ 750.00 \$1,250
Individual plus two or more dependents	\$ <del>1,000.00</del> <b>\$1,500</b>

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

- 2. One-quarter of the above amounts (\$125.00, \$187.50, \$250,00, \$250, \$312.50, \$375 respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
- 3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.
- 4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
- 5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
- 6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan

subject to the rules of that plan. Employees can enroll in the Town's medical plan Blue Cross & Blue Shield only at the first of each month. Enrollment in any of the Town's Health Maintenance Organizations can be done only at Open Enrollment in May of each year.

#### **SECTION 2**

A. The Town shall provide and pay for the insurance benefits listed at Section 1, paragraphs A and or B (as applicable) of this Article for all employees upon retirement. The premium cost sharing provisions contained in Section 1, paragraph F do not apply to retirees insurance. The PPO will be replaced with the HDHP for all employees retiring on or after July 1, 2017. The deductible will be \$1500 single, \$3000 family. The Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

- B. For retired employees age 65 and over, who are eligible for Social Security, Parts A and B Medicare Supplemental coverage shall be provided in place of the foregoing coverage.
- C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars (\$1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Such contribution shall remain unchanged and shall not be subject to re-negotiation until after July 1, 2015. Effective July 1, 2017, employees hired prior to September 1, 2013 shall contribute seven hundred dollars (\$700) annually through weekly payroll deductions to the Town's OPEB trust on a pre-tax basis (IRS Code §125).

#### **SECTION 3**

The Town shall provide and pay for the insurance benefits, as described in Section 2 above, for the retired employee's spouse, under the following circumstances:

- A. Coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of a presently retired employee.
- B. The retired employee must attain age (60) before his/her spouse will be eligible for this coverage.
- C. If the retired employee remarries, the new spouse will not be eligible for this coverage.
- D. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her wife/husband at the time of his/her retirement. When the retired employee dies, all coverage to his/her

spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100 percent of the monthly premium from his/her pension check.

- E. In order for this coverage to be effective the retired employee must pay to the Town fifty (50%) 50% percent of the monthly premium, as determined by the Town. Employees retiring on or after July 1, 2025 must pay 75% of the premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.
- F. When the retired employee's spouse reaches age sixty five (65) and enrolls in Medicare, the Town will pay 100 percent of the premium for Parts A and B Medicare Supplemental coverage For those employees who retire before July 1, 2025, the Town will pay 100% of the premium for Parts A & B Medicare Supplemental coverage for the spouse. For employees who retire on or after July 1, 2025, coverage to the spouse will cease when the spouse becomes eligible for Medicare.

#### **SECTION 4**

Employees may select in lieu of the health insurance coverage in Section 1, A or B (as applicable) other health insurance plans and carriers that may be offered by the Town subject to availability. Any cost above that charged by the health insurance coverage in Section 1, A or B (as applicable), shall be borne by the employee selecting any other health plan coverage.

#### **SECTION 6**

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

# ARTICLE XVII Leave of Absence Without Pay

The Town may grant a leave of absence without pay, benefits, seniority, or pension accrual, to any employee, upon his/her request, for a period not to exceed one (1) year, providing such leave may not be taken for the purpose of seeking other employment. Upon expiration of an approved leave of absence, or earlier if so requested by the employee, he/she shall be reinstated in the position held at the time leave was granted.

# ARTICLE XVIII Seniority and Reduction in Force

#### **SECTION 1**

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Section, Classification shall mean and include the following:

- A. Firefighter/Paramedic, Firefighter, Pumper-Driver and Operator Apparatus
  Operator
- B. Fire Lieutenant
- C. Fire Captain
- D. Deputy Chief

An employee's length of service shall not be reduced by time lost due to sick or injury leave.

#### **SECTION 2**

## **Layoff and Recall**

In the event that the Town deems layoffs to be necessary, the following procedures shall apply. Any reduction in force shall not reflect discredit on the service of any affected employee.

#### A. Order of Layoff

- i. Temporary employees shall be laid off before probationary employees.
- ii. Probationary employees shall be laid off before regular employees.
- iii. Among regular (non-probationary) full time employees, the following job classifications shall be established for purposes of layoff:
  - a. Deputy Chief
  - b. Captain
  - c. Lieutenant
  - d. Pumper Driver and Operator Apparatus Operator
  - e. Firefighter
  - f. Firefighter/Paramedic
  - g. Chief Training Officer
  - h. Chief Medical Officer
  - i. Assistant Medical Officer
  - j. Fire Marshal
  - k. Deputy Fire Marshal
  - 1. Master Mechanic
  - m. Assistant Master Mechanic
  - n. Alarm Superintendent
  - o. Assistant Superintendent of Alarms
  - iv. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior employee in the classification will be affected by the elimination of the position within

his/her-classification. The least senior employee in the classification in which the elimination takes place shall be entitled to "bump" the least senior employee in the classification most recently held by such employee. The least senior person in the classification so affected shall be entitled to bump the least senior employee in the classification most recently held by such employee-and-this bumping procedure-shall continue until the least senior person in the firefighter classification is laid off. Seniority within the previously held classification shall include time served in the classification from which the demotion is made. firefighter or firefighter/paramedic will be affected by the elimination of the position within his/her classification. The least senior firefighter or firefighter/paramedic in which the elimination takes place shall be entitled to "bump" the least senior firefighter or firefighter/paramedic most recently held by such employee. The least senior firefighter or firefighter/paramedic so affected shall be entitled to bump the least senior firefighter or firefighter/paramedic most recently held by such employee and this bumping procedure shall continue until the least senior firefighter or firefighter/paramedic is Seniority within the previously held classification shall include time served in the classification from which the demotion is made.

v. Notwithstanding anything in this Article to the contrary, no employee shall "bump" into a promotional position or pay increase as a result of this procedure.

#### B. Recall

The name of any employee who is laid off by operation of this procedure shall be placed on a recall list for a period of eighteen (18) months from the date on which his/her layoff occurred. Similarly, the names of all employees who were reduced in rank as a result of this procedure shall remain on a re-promotion list for a period of eighteen (18) months. Upon the creation of a new position or a promotional position, offers of employment shall be extended to the employees whose names appear on the recall or re-promotion list, in order of seniority, before offering any such position to any person from the eligibility list. Refusal to accept an offer of re-employment or re-promotion within five (5) calendar days, or to report to work within thirty (30) calendar days from receipt of a written offer of re-employment, or re-promotion, as the case may be, sent by certified mail, return receipt requested to the last known address of the employee, shall result in removal of the name of such employee from the recall or re-promotion list.

#### ARTICLE XIX

### **Probationary Period**

#### **SECTION 1**

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of one year's probationary service. During the probationary period the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

- A. To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of probationary service.
- B. The probationary period shall commence on the date of hire. The probationary period shall continue for not less than one year. Should the probationary period include attendance at the Connecticut Fire Academy Recruit Firefighter Program, or equivalent, it shall continue for a period of time not less than one year after graduation from that program.
- C. During the probationary period, the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

#### **SECTION 2**

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no promotional appointment into a position above the rank of Firefighter or Firefighter/Paramedic shall be deemed final until after the expiration of a period of one year's probationary service.

A. For those individuals that possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall begin on the date of appointment to the promotional position.

B. For those individuals that do not possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall end one year from the date the individual appointed to the promotional position satisfies all Job Qualifications and Licensing Requirements of the position.

# ARTICLE XX Employee Wellness Program

#### SECTION 1

Each employee hired after August 26, 1987 shall participate in a wellness program.

#### SECTION 2

Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or State laws and regulations.

#### **SECTION 3**

- 1. The wellness program shall require:
  - (a) no smoking
  - (b) an annual physical which shall include development of health related goals and objectives to be pursued by the employee over the coming year;
  - (c) reasonable progress toward the annual goals including any weight standard set by the physician;
  - (d) participation-in-a regular program-of-physical exercise as recommended and approved by the physician conducting—the annual physical examination.

Employees enrolled in the wellness program who continue to participate as outlined above shall be eligible for payment of sick leave under Article XI, Section 3 at a maximum of one hundred twenty (120) days.

- Participants in the program shall have two-opportunities to quit smoking through participation in a smoking cessation program. If the participant then continues to smoke or resumes smoking, he/she will no longer be considered a participant in the wellness program.
- The annual physical examination shall be performed by a physician selected by the Town. The Town shall identify the criteria to be applied by the physician in conducting the examination and developing health related goals and objectives for the employee. Medical information conveyed to the Town by said physician shall be limited to that which is

relevant to the employee's participation in the wellness program and shall otherwise remain-confidential.

If, at the time of the annual physical, the employee has failed to make reasonable progress toward the goals established the previous year, he/she shall no longer be considered a participant unless he/she makes such progress within thirty (30) days thereafter, as certified by the physician.

#### **SECTION 1**

Each employee shall participate in the wellness program. The wellness program shall consist of the following program elements: Annual Medical Physical examination as described in Section 4; Creation and Maintenance of a Program to address physical fitness as described in Section 7; Creation and Maintenance of a Program to address behavioral health as described in Section 8; and Creation and Maintenance of a program to assist injured members to return to duty as described in Section 9;

#### **SECTION 2.**

Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or Connecticut State laws or regulation.

## SECTION 3.

Entry Level candidates shall be required to undergo an entry-level medical physical prior to offer of employment. Said medical physical will be based upon the Entry Level Candidate sections of NFPA Standard 1582 or its equivalent.

#### **SECTION 4.**

All members of the organization shall be required to undergo a medical physical each year. This medical physical will based on the 'incumbent' portions of the National Fire Protection Association Standard 1582 or its equivalent. The medical physical will be provided by the Town at no cost to the employee and:

- i. Be conducted by an Board Certified Occupational Health Physician
- ii. Include blood work, spirometry, a physical exam, vision and hearing testing, aerobic capacity testing and such other

components as dictated by the applicable portions of the standard.

- iii. Included testing for the Hepatitis B anti-body each year
- iv. Include testing for the Hepatitis C anti-body once every five (5) years.

#### **SECTION 5.**

Tobacco use by members covered by the Wellness Program is prohibited. For the purposes of this section, tobacco is defined as any product consisting of, in whole or in part, tobacco or any by-product of tobacco. Tobacco products include, but are not limited to cigarettes, cigars, pipe tobacco, smokeless tobacco, chewing tobacco, snuff, and other similar products. Tobacco usage prescribed by a physician licensed by the State of Connecticut may be approved

#### **SECTION 6.**

Members participating in the Capital Region Hazardous Materials Team as described in the MOA dated May 21, 2010 shall have blood screening conducted for exposure to heavy metals. Such testing shall occur upon member entry to the team, separation from the team, and post-operation at any incident where the heavy metals were present, exposure occurred, and members of the team operated.

#### **SECTION** 7.

- A. Members participating in the wellness program shall have access to physical fitness facilities, including but not limited to aerobic, flexibility, and strength training equipment, while on duty.
- B. To ensure proper usage of the equipment described in Section 7 (A), the department will select and maintain a cadre of Peer Fitness Trainers as defined in NFPA Standard 1583 (or WFI) or equivalent.

## **SECTION 8.**

- A. Members participating in the wellness program shall have access to behavioral health resources.
- B. To enable the program the department will select and maintain a Peer Counseling Team.

#### **SECTION 9.**

Members who suffer an off-duty injury or illness that:

a. Results in lost work time greater than 30 days, and/or,

#### b. Results in surgical intervention resulting in lost work time,

Shall not return to full duty until cleared for such duty by the department's occupational health physician. In the event of conflict in medical opinion of the department's occupational health physician and the member's treating physician, the opinion of the department physician shall prevail. Should this result in extended leave, or Light Duty eligibility, the member will be carried on Special Leave until such time as they receive approval for full duty or non-service connected disability retirement. Such leave shall not exceed 365 calendar days.

## ARTICLE XXI Health and Safety

#### SECTION 1

There shall be a Safety Committee consisting of three members: one member appointed by the Union, one member appointed by the Town, and one representative of the Town's Workers' Compensation Administrator. The Town and the Union shall notify each other of the Committee appointees and reserve the right to remove and replace their appointees.

#### **SECTION 2**

The Safety Committee shall meet at times mutually agreed, provided that there shall be up to four (4) meetings each year held at the request of either the Town or the Union. The Union's representative on the Committee shall be released from duty without loss of base pay for the purpose of attending any Committee meeting which takes place during his/her regularly assigned work time.

### **SECTION 3**

The Safety Committee shall discuss safety issues and may formulate recommendations for preventive or corrective action on safety matters. Any Committee recommendation shall be forwarded to the Chief, the Personnel Director and the Mayor. The Committee shall establish guidelines as to the length of time required for the Town's response to its recommendations which shall take into consideration such factors as whether acceptance would require the purchase of additional equipment, appropriations to the Department, or approval by any person or body other than Town administration.

## **SECTION 4**

## **Physical Examinations**

A. All members of the uniformed Fire Department will have a physical examination every two (2) years. As part of the employee's yearly physical, he/she will be tested for Hepatitis C every year and tested for Hepatitis B every five (5) years.

- B. The Town will conduct the physicals in the Health Department at St. Francis Occupational Health\_with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.
- C. If an employee wishes to have his/her physician conduct the examination, it shall be at the employee's expense and on the employee's own time.
- D. If any follow-up examination is required after an individual has been examined by the Town's physician, the Town will bear the expense, and will select the physician to conduct the follow-up.
- E. If any follow up examination is indicated after an individual has been examined by his own physician, the cost will be borne by the employee.
- F. Job duties and specifications will accompany a medical form on which an employee's physician will certify his/her capability to perform the job. The form will require the physician's signature.

# ARTICLE XXII Emergency Medical Service

## **SECTION 1**

A. All employees render BLS medical aid and assistance to the ill and injured by job description and receive compensation for such services in their base salary.

Effective July 1, 2006, employees in grades 65, 66, and other personnel who provide paramedic level training and possess a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital and provide such service to the Town, shall be paid a yearly stipend the first pay period in December. The stipend for providing such care shall begin in year one (1) at 0.5% of top step firefighter pay and continue to increase by 0.5% of top step firefighter pay each year through the completion of year thirty (30).

- No licensed paramedic with medical control currently providing paramedic level care with East Hartford Fire Department shall receive less of a stipend than he or she would have received under the terms of the previous labor agreement.
- 2. Licensed paramedics who re-enter the system shall begin accumulating additional years of service immediately upon receiving medical control from the East Hartford Fire Department Sponsor Hospital.
- 2.3.Licensed paramedics who re-enter the system shall not receive credit for the intervening years between their separation and subsequent re-entry.

- 3.4. For the purposes of calculating years of service only, a licensed paramedic with medical control from the East Hartford Fire Department Sponsor Hospital who provides advanced life support for any portion of a year between their anniversary date and their next anniversary date shall have their service pro-rated for the time served. In no case will credit be less than a six (6) month period. -be eredited with an additional year of service.
- 4.Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service and exit the system between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive one half the annual stipend. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service and exit the system between July 1<sup>st</sup> and December 31<sup>st</sup> shall receive the full annual stipend.
  - 4. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service may voluntarily separate from the paramedic program. This separation is only permitted biannually on June 30 and December 31 regardless of the date the member entered the program.
  - 5. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service may, with approval of the fire chief, voluntarily re-enter the paramedic program. This is only permitted biannually on June 30 and December 31.
  - 6. Members voluntarily re-entering the paramedic program must have, at the time of their re-entry, all license and certifications required of current members in the paramedic program. Personnel lacking said certification or licensure shall not be re-admitted to the program.
  - 7. Members voluntarily re-entering the paramedic program after a separation of more than 24 months, and without demonstration of active paramedic service (with any agency) during the intervening period, shall be precepted in accordance with the requirements set forth by the sponsor hospital or regional medical authority.
  - 8. The department reserves the right to involuntarily separate, for cause, a practicing paramedic who has met their contractual obligation from the program.
  - 9. Licensed paramedics who exit the system on June  $30^{th}$  shall receive half of their annual stipend.
  - 10. Licensed paramedics, who exit the system on December 31<sup>st</sup>, shall receive the full annual stipend.

C. Employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for six months or more of the calendar year shall receive the full amount specified above for that year. These stipends shall be payable on the first pay period in December. Employees who are licensed as paramedics and have medical control from the East Hartford Fire Department Sponsor Hospital shall be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

## SECTION 2 Certification

- A. All firefighters hired between August 26, 1987 and June 30, 1996 shall be required to hold their EMT-P license and to maintain that license for six (6) licensing periods (of one year duration) following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.
- B. All firefighters hired on or after July 1, 1996, shall be required to hold, at a minimum, EMT-Basic certification and to maintain that certification thereafter.
- C. All firefighter/paramedics hired prior to January 1, 2002, who hold paramedic license at the time of appointment and who provide such service, shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for six (6) licensing periods (of one year duration) following appointment. All firefighter/paramedics hired on or after January 1, 2002 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) licensing periods (of one year duration) following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

The Department maintains the right and prerogative to implement changes in the EMT's skill set based on changes with the nationally recognized training curriculum and/or to skills approved for or extended to a specific EMS certification group by State, Regional, or Local EMS entities.

D. Employees with a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital shall constitute no less than thirty-three percent (33%) of the total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with paramedic licensing drops below the minimum percentage

- expressed herein, no applicant without a paramedic license will be hired until the minimum paramedic percentage level is restored.
- E. If, during the period that a firefighter/paramedic is required to maintain a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital he/she does not satisfy re-licensing requirements and/or fails to maintain medical control, he/she shall be provided a period of time not to exceed six (6) months to regain a paramedic license and/or medical control. The period of time from loss or license and/or medical control shall be added to the period the firefighter is required to hold a paramedic license. The Town shall not bear any costs associated with an employee's effort to regain his/her paramedic license and/or medical control.
- F. All current employees who were not required to possess paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital at the time of appointment and who elect to seek their paramedic license and medical control following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their paramedic license and medical control for a minimum of two (2) licensing periods (of one year duration each).
- G. All employees who participate in training for EMT certification must make a good faith effort to pass examinations and to meet all other requirements. All employees who possess their paramedic license and who participate in Department sponsored training to maintain their license shall perform the duties of a paramedic during the remainder of their licensing period.
- H. For employees who obtain their paramedic license and medical control subsequent to initial employment (in accordance with Section F hereof):
  - (1) If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payments under Section I for that calendar year and each calendar year thereafter during the period of medical disqualification.
  - (2) If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- I. For employees who were required to possess a paramedic license upon initial employment (in accordance with Sections A, C and D hereof):

- (1) If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive no pro rata payments under Section 1 for that calendar year and each calendar year thereafter during the period of medical disqualification.
- (2) If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- J. Any employee who holds an EMT-P license and decides not to re-license after completing his/her minimum commitment to maintain licensing, shall give one hundred twenty (120) days notice of his/her decision to the Chief.
- K. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.
- L. Any member who holds a State of Connecticut Paramedic license but provides only BLS care while performing his duties in the Department shall be given no less than 24 hours of continuing medical education over a three (3) year period.

#### **SECTION 3**

### **Precepting**

A Precepting program shall be established and maintained by the Department. Those employees who are assigned precepting duties (preceptors) shall receive a stipend of twenty five (25) forty (40) dollars for each tour in which precepting is performed.

# ARTICLE XXIII Miscellaneous

#### **SECTION 1**

No employee shall be required to stand watch after 10:00 p.m.

#### **SECTION 2**

The officer in charge shall apportion all work among subordinates as equitably as practicable.

#### **SECTION 3**

All promotions shall be made through a merit system.

#### **SECTION 4**

- A. A budget of \$15,000.00 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members of the Fire Department who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects at a recognized school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- B. A budget of \$15,000.00 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members of the Fire Department who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- C. Only employees who were enrolled in degree programs in the above referenced areas prior to July 1, 1989 and who continue in such program after the effective date of this contract shall continue, when scheduled to work, to receive leave with pay to attend such classes, provided prior approval is granted by the Chief of the Department, which approval shall not be unreasonably withheld. Any change in program or failure to participate continuously (each term) will disqualify current participants from this grandfather provision. The Town and the Union shall mutually develop a list of participants who are eligible for this grandfather provision. The Department shall also grant leave with pay for attending courses when attendance is required by the Department.
- D. Any employee who has been compensated under this Section shall remain in the Fire Department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.

#### **SECTION 5**

All employees shall be required to reside within thirty (30) minutes travel time of the town line of East Hartford. Notwithstanding the above provision, employees who, on March 15, 1985 resided outside the stated limit may continue to do so, as long-as-they remain at their present address of that date.

#### **SECTION 65**

All employees in Salary-Grades 67, 68, 69, 71, and 72 may be issued and required to carry a paging device at the sole discretion of the Fire Chief. Paging devices, if required shall be issued and worn on a 24-hour per day basis while both on duty and off duty. Employees will respond promptly to pages and messages when required. Employees may utilize a personal

paging device if such device is compatible with the Fire Department's Paging system. Utilization of a personal paging device shall be without additional compensation and at the employee's sole discretion. Fire Department paging devices may be used for personal matters.

At the sole discretion of the Fire Chief, employees in Salary Grades 67, 68, 69, 71, and 72 may be issued and required to carry a department issued phone. Department phones, if issued, shall be worn on a 24-hour per day basis while both on duty and off duty. Employees will respond promptly to phone calls and messages when required. Fire Department issued phones may be used for personal matters within the limits of service provided and any plan or level of service restriction.

#### **SECTION 76**

All employees shall be furnished with an identification card, which is the property of the Town.

#### **SECTION 7**

The department shall not schedule Fire or EMS related training on any holiday covered under Article VII, section 1 of this agreement. Training hours shall be conducted Monday thru Friday between the hours of 0800 and 1600 and on Saturday between the hours of 0900 and 1300. Any alterations must be accomplished with the consent of both the Union and the Chief of the Department. Outdoor training shall not occur when the Heat Stress Index (as displayed in Appendix H) is below 25 degrees Fahrenheit or the Wind Chill Index (as displayed in Appendix H) is below 25 degrees Fahrenheit. The National Weather Service shall be used to obtain the current temperature, humidity and wind chill.

#### SECTION 8

Fire Officers in salary grades 68, 69, and 72 shall be permitted twenty four (24) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings that take place when an employee is scheduled for duty provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

Employees in salary grades 67 and 71 shall be granted thirty two (32) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

ARTICLE XXIV
Savings Clause

#### **SECTION 1**

The Town retains all rights it had prior to the signing of this contract, except such rights as are specifically relinquished or abridged by this contract.

#### **SECTION 2**

All rights, privileges, and job benefits enjoyed by employees prior to the effective date of this contract, which are not specifically provided for or abridged in this contract, are hereby protected by this contract.

# ARTICLE XXV Wages and Longevity

#### SECTION 1

The wages for all employees shall be as set forth in Appendix A-1 attached hereto.

# ARTICLE XXVI Duration

- A. The duration of this contract shall extend from July 1, 2011–2015 through June 30, 2015–2019 as it applies to all items of the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to such expiration date.
- B. Within five (5) days of the receipt-of-such-notification by either party, a conference shall be held between the Town and the Union Negotiating-Committee for the purpose of such amendment, modification or termination.
  - B. Within twenty (20) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

# ARTICLE XXVII Apparatus Operators

The Town will maintain 40 Apparatus Operator positions for eight pieces of apparatus.

	IN WITNESS WHEREOF, the parties have caused their names to be sign	ed this	
day of	, <del>.2013</del> <b>201</b> 7.		

#### TOWN OF EAST HARTFORD

Witness	Ву:	Marcia A. Leclerc Mayor
	Ву:	Santiago Malave Director of Human Resources
	ASS	CAL #1548, INTERNATIONAL OCIATION OF FIREFIGHTERS, -CIO
Witness	By:	Daniel Wasilewski President

#### APPENDIX A

#### SALARY SCHEDULE

# July 1, 2011-2015 - June 30, 2015 2019

## **GRADE**

## 65 - Firefighter, Firefighter/Paramedic\*

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	Step 3	<u>Step 4</u>	<u>Step 5</u>
7/1/2011	2.00%	53,949	56,860	59,776	62,698	65,597
7/1/2012	2.00%	55,028	57,997	60,971	63,952	66,909
7/1/2013	2.00%	56,129	59,157	62,191	65,231	68,247
7/1/2014	2.00%	57,251	60,340	63,435	66,536	69,612
7/1/2015	2.00%	58,396	61,547	64,704	67,867	71,004
7/1/2016	2.00%	59,564	62,778	65,998	69,224	72,424
7/1/2017	1.00%	60,160	63,406	66,658	69,916	73,148
7/1/2018	1.00%	60,762	64,040	67,325	70,615	73,879

<sup>\*</sup> Subject to Recruit Rate, as described below.

# 66 - Pumper Driver and Operator Apparatus Operator

	<u>Increase</u>	Step 1
7/1/2011	2.00%	68,217
7/1/2012	2.00%	69,581
7/1/2013	2.00%	70,973
7/1/2014	2.00%	72,392
7/1/2015	2.00%	73,840
7/1/2016	2.00%	75,317
7/1/2017	1.00%	76,070
7/1/2018	1.00%	76,831

# 67 - Assistant Master Mechanic, Assistant Superintendant of Fire Alarms, Deputy Fire Marshal, Assistant Medical Officer

	Increase	Step 1
7/1/2011	<del>2.00%</del>	<del>72,95</del> 4

<del>7/1/2012</del>	<del>2.00%</del>	<del>74,414</del>
<del>7/1/2013</del>	<del>2.00%</del>	<del>75,902</del>
<del>7/1/2014</del>	<del>2.00%</del>	<del>77,420</del>
7/1/2015	2.00%	78,968
7/1/2016	2.00%	80,547
7/1/2017	1.00%	81,352
7/1/2018	1 000/	92 166
//1/2010	1.00%	82,166

# 68 - Lieutenant

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	2.00%	<del>72,911</del>	<del>75,73</del> 9
<del>7/1/2012</del>	<del>2.00%</del>	<del>74,369</del>	<del>77,25</del> 4
7/1/2013	<del>2.00</del> %	<del>75,856</del>	<del>78,799</del>
<del>7/1/201</del> 4	<del>2.00%</del>	<del>77,374</del>	<del>80,375</del>
7/1/2015	2.00%	78,921	81,982
7/1/2016	2.00%	80,499	83,622
7/1/2017	1.00%	81,304	84,458
7/1/2018	1.00%	82,117	85,303

# 69 - Captain

	<u>Increase</u>	<u>Step 1</u>	Step 2
<del>7/1/2011</del>	<del>2.00%</del>	<del>78,706</del>	<del>81,803</del>
<del>7/1/2012</del>	<del>2.00%</del>	<del>80,280</del>	<del>83,439</del>
7/1/2013	<del>2.00%</del>	<del>81,886</del>	<del>85,108</del>
7/1/2014	<del>2.00%</del>	83,524	86,810
			-
7/1/2015	2.00%	85,194	88,546
7/1/2016	2.00%	86,898	90,317
7/1/2017	1.00%	87,767	91,220
7/1/2018	1.00%	88,645	92,132

# 71 – Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, Chief Training Officer

	<u>Increase</u>	Step 1	Step 2	Step 3
7/1/2011	<del>2.00%</del>	<del>78,706</del>	<del>81,803</del>	<del>86,767</del>
7/1/2012	2.00%	80.280	<del>83,439</del>	88,502

7/1/2013	<del>2.00%</del>	<del>81,88</del> 6	<del>85,108</del>	90,272
7/1/2014	<del>2.00%</del>	<del>83,523</del>	<del>86,810</del>	92,078
7/1/2015	2.00%	85,193	88,546	93,920
7/1/2016	2.00%	86,897	90,317	95,798
7/1/2017	1.00%	87,766	91,220	96,756
7/1/2018	1.00%	88,644	92,132	97,724

#### 72 - Deputy Chief

	<u>Increase</u>	Step 1	Step 2	Step 3
7/1/2011	2.00%	85,004	88,280	91,74 <u>2</u>
7/1/2012	2.00%	86,704	90,046	93,577
7/1/2013	2.00%	88,438	91,847	95,448
7/1/2014	2.00%	90,207	93,683	97,357
7/1/2015	2.00%	92,011	95,557	99,304
7/1/2016	2.00%	93,851	97,468	101,290
7/1/2017	1.00%	94,790	98,443	102,303
7/1/2018	1.00%	95,738	99,427	103,326

#### NOTE:

Subject to the Recruit Rate, as described below, each Firefighter or Firefighter/Paramedic who has less than six (6) months of service in his/her classification and each employee in the remaining classifications who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has six (6) months but less than one (1) year of service, and each Lieutenant, Captain, Deputy Chief, Chief Medical Officer and Chief Training Officer who has one (1) but less than two (2) years of service in the classification, and each employee in the remaining classifications who has one (1) or more years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification.

Each Firefighter or Firefighter/Paramedic who has one (1) but less than two (2) years of service and each Deputy Chief, Chief Medical Officer and Chief Training Officer who has two (2) or more years of service in his/her classification shall be paid at Step 3 of the salary range for his/her classification.

Each Firefighter or Firefighter/Paramedic who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step 4 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has three (3) or more years of service shall be paid at Step 5 of the salary range for his/her classification.

#### Recruit Rate

All Firefighters and Firefighter/Paramedics shall be hired at a Recruit Rate which shall be at an annual rate that is \$2,500.00 less than Step 1, and shall move to Step 1 upon completion of the recruit training period and assignment to firefighting or firefighter/paramedic duties.

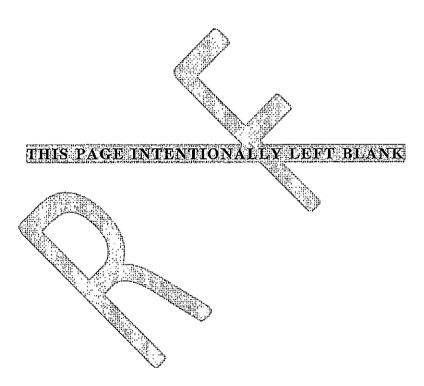
The change in the salary schedule from Grade 70 to Grade 71, shall not apply to those employees serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal as of July 1, 2001.

If an employee serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal on July 1, 2001 is eligible and is promoted to either Master Mechanic, Superintendent of Fire Alarm, or Fire Marshal, then upon promotion he/she shall be paid at Grade 71, Step 3.

All rates specified in this Appendix are annual rates, and reflect the following general wage increases during the term of this Agreement:

7/1/201 <del>1</del> 5	Two percent (2.00%)
7/1/20162	Two percent (2.00%)
7/1/201 <b>7</b> 3	Two percent (2.00%) One percent (1%)
7/1/201 <b>8</b> 4	Two percent (2.00%)One percent (1%)

# APPENDIX B



## APPENDIX C

# Dr.'s Own Letterhead

TO:	Chief, Fire Department Town of East Hartford	
FROM	M:	
DATE	в:	
As a p	physician duly licensed by the State of	
I herel	eby certify that was unable to	
	(name of employee)	
work (	during the continuous period from(date)	
to	as a result of being afflicted with	
	(date) , during which period he/she was under my care.	
	(cause of illness)	
I also	certify that said employee can return to duty with no testrictions on	
	(date)	
Signa	ature of Physician	.,

## APPENDIX D

# EAST HARTFORD FIRE FIGHTERS MEDICAL INSURANCE PLAN

#### SCHEDULE OF BENEFITS

# JULY 1, 2013 - CENTURY PREFERRED

This schedule generally describes the benefits available for Covered Services under this Summary Booklet. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in this Summary Booklet.

COVERED SERVICE	HINNELWORK SERVICES HE	OUT-OF-NETWORK-SERVICE
Covered Person Annual Deductible	Not Applicable	\$200 individual \$400 two person \$500 family
Covered Person Coinsurance	Not Applicable	20%
Covered Person Cost-Share Maximum	Not Applicable	\$1,000 individual \$2,000 two person \$2,500 family
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE SERVICES		
Well Child Care: 7 exams from birth to 1 year of age 7 exams 1 through 5 years of age 1 exam every Calendar Year 5 through 12 years of age 1 exam every Calendar Year 12 through 22 years of age	No Office Visit Copay	Deductible & Coinsurance
Adult Physical Examinations: 1 exam per Calendar Year 22 years old and older	No Office Visit Copay	Deductible & Coinsurance
Routine gynecological visit  1 visit per Calendar Year including pap smear	No Office Visit Copay	Deductible & Coinsurance
Mammography One baseline screening for female 35 through 39 years of age One screening mammogram every Calendar Year for female 40 and older Note: or more frequently if recommended by the woman's Physician (M.D.)	No Cost Share	Deductible & Coinsurance

Maternity	\$5 Office Visit Copay first visit only	Deductible & Coinsurance
Immunizations and Vaccinations includes those needed for travel	No Copay	Deductible & Coinsurance
Vision Exams: 1 vision exam and refraction every 2 Calendar Years	\$5 Copay	Deductible & Coinsurance
Hearing Exams: 1 hearing exam every Calendar Years	\$5 Copay	Deductible & Coinsurance
HOSPIPAL SERVICES		
ALL INPATIENT ADMISSIONS	No Copay	Deductible & Coinsurance
Specialty Hospital 60 days per Covered Person per Calendar Year	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Outpatient surgery In a licensed ambulatory surgical center (including colonoscopy) DIAGNOSTIC SERVICES	No Copay	Deductible & Coinsurance
Diagnostic, Laboratory and X-ray Services	No Copay	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	No Copay	Deductible & Coinsurance
THEOREA PAISERVICES		l
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	\$5 Copay	Deductible & Coinsurance
Other Therapy Services: Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free- standing dialysis center	No Copay	Deductible & Coinsurance
Outpatient cardiac rehabilitation therapy (up to 36 visits per cardiac episode)	\$5 Copay	Deductible & Coinsurance

Allergy Office Visit/Testing	\$5 Copay	Deductible & Coinsurance
Allergy Injection Immunotherapy or other therapy treatments to a maximum of 60 visits over a 2 Calendar Year period	No Copayment for Allergy Injection	
MEDICAL EMERGENCY / URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Copayment waived if the Covered Person is admitted directly to the Hospital from the emergency room	\$25 Copay	Paid as an In-Network Service
Urgent Care Services	\$25 Copay	Not Covered
Ambulance Land and Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule. PHYSICIAN MEDICAL/SURGICAL		Paid as an In-Network Service
SERVICES Medical Office Visit		Deductible & Coinsurance
Primary Care Services (Including surgical procedures done in the Office)	\$5 Copay	Doubline & Companies
Specialist Services (Including surgical procedures done in the Office)	\$5 Copay	Deductible & Coinsurance
Services of a Physician or Surgeon (other than a medical office visit)	No Copay	Deductible & Coinsurance
MENTAPHEAUTHSERVICES		
Outpatient treatment for Mental Health Care and Substance Abuse Care	\$5 Copay	Deductible & 50% Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care Per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Inpatient Rehabilitation treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility Per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
OTHER MEDICAL SERVICES  Skilled Nursing Facility up to 120 days per Calendar Year	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Private Duty Nursing limited to \$15,000 Per Calendar Year	Not Applicable	Deductible & Coinsurance

Prescription Drugs*: The maximum supply of a drug for which	Not Applicable	Deductible & Coinsurance
benefits will be provided when dispensed under any one prescription is a 31-day supply or 100 unit dose, whichever is		
greater.		
*Prescription Drugs not considered until the maximum is met on any other Prescription Drug plan.		
Diabetic equipment, drugs and supplies		
Human Organ and Tissue Transplant Services	No Copay	Deductible & Coinsurance
Unlimited Lifetime Maximum		
Home Health Care Nursing and therapeutic services limited to 200 visits	No Copay	Deductible & Coinsurance
Home health aide services limited to 80 visits that are applicable to the 200 visit limit		
In the Home Hospice Medical Social Services under the direction of a Physician up to \$420	•	
*After a \$50 Deductible has been met, the		
Covered Person shall pay the applicable		
Coinsurance, plus amounts above the Maximum Allowable Amount. The	•	
Deductible for Home Health Care		
benefits accrues towards the Covered Person's annual Deductible.		
Infusion Therapy Unlimited	No Copay	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices	No Cost Share	Deductible & Coinsurance
Unlimited		
Ostomy Related Services	No Cost Share	Deductible & Coinsurance
Unlimited Wig	No Copay	No Cost-Share
Up to \$350 maximum per Covered Person per Calendar Year.	· ·	1.0 Out Onato
Specialized Formula	No Copay	Deductible & Coinsurance
Hospice Care (inpatient) 60 days per Calendar Year	No Copay	Deductible & Coinsurance

Infertility Services Please see Maternity/Family Planning Section of this document		
Office Visit	\$5 Copay	Deductible & Coinsurance
Outpatient Hospital	Same as Hospital Outpatient Cost-Share	Deductible & Coinsurance
Inpatient Hospital	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any on e prescription is 30 day supply or 100 unit dose, whichever is greater Note: If this certificate has a Prescription Drug rider, see rider for infertility drug coverage. Infertility drugs will not apply to the Prescription Drug Rider Maximum. In the absence of a prescription drug rider then the coverage stated in this Schedule of Benefits will apply.	Paid as Out-of-Network	Deductible & Coinsurance
OTHER		
Penalty for Failure to Prior Authorize Covered Services	\$200 Hospital and 25% Physician	\$200 Hospital and 25% Physician
Please note that the combined penalty amount for Facility Benefit and the Admitting Physician Benefit will be no greater than \$500	(of Maximum Allowable Amount (MAA)	(of Maximum Allowable Amount (MAA)

Note: Out of Network services applicable after Deductible and Coinsurance. The Covered Person is responsible for the difference between Maximum Allowable Amount (MAA) and total charge.

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

#### APPENDIX D (continued)

### EAST HARTFORD FIRE FIGHTERS MEDICAL INSURANCE PLAN

#### SCHEDULE OF BENEFITS

## July 1, 2014 - LUMENOS HEALTH SAVINGS ACCOUNT

This schedule generally describes the benefits available for Covered Services under this Summary Booklet. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in this Summary Booklet.

Covered Person Plan Year Deductible	son Plan Year Deductible \$1,500 single * \$3,000 family **		
Covered Person Coinsurance	Not Applicable	20%	
Covered Person Plan Year Out-of- Pocket Limit	\$1,500 single*** \$3,000 family****	\$4,000 single*** \$8,000 family****	
* Applies to Prescription Drug Copayments			
Lifetime Maximum	Unlimited	Unlimited	

\*Single Deductible —The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.

\*\*Family Deductible — The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Covered Person or all members of the family collectively.

\*\*\*Single Out-of-Pocket Limit – Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Covered Person for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.

\*\*\*\*Family Out-of-Pocket Limit - Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.

In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.

PREVENTIVE SERVICES			
Well Child Care	No Cost-Share	Deductible & Coinsurance	
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance	

Other Busylanting gauge in a luding 1 -4	No Cost-Share	Deductible & Coinsurance
Other Preventive screenings including but not limited to:	140 Cost-Share	Deductible & Coniguratice
Routine gynecological care: pap smear and		
pelvic exam, Prostate screening,		
Mammography screening,		
colorectal cancer screening,		
flexible sigmoidoscopy,		
colonoscopy, total cholesterol screening,		
lipid screenings and panels,		
diabetic screening		
diabetic sciecimig		
(See Preventive Services in the Covered	1	
Services section for additional information)		
Immunizations and Vaccinations	No Cost-Share	Deductible & Coinsurance
(Other than those needed for travel, see		Poddonoro ex comonumos
OTHER MEDICAL SERVICES section of the		
Schedule of Benefits)		
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital	Deductible	Deductible & Coinsurance
100 days per Member per Calendar Year	1500001510	
Outpatient Surgery	Deductible	Deductible & Coinsurance
(Including colonoscopy)	~ ~~~	
(moradang poronouropy)		
Note: See Other Medical Services section also,		
for Outpatient Surgery rendered in an		•
ambulatory surgical center		
DIACNOSTIC SERVICES 1		
Diagnostic, Laboratory and X-ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests	Deductible	Deductible & Coinsurance
MRI, MRA, CAT, CTA, PET, and SPECT		
scans		
THERAPY SERVICES IN THE PARTY OF		
Outpatient Rehabilitation	Deductible	Deductible & Coinsurance
Outpatient rehabilitative and restorative		
physical, occupational, speech and chiropractic		
therapy for up to 60 combined visits per		
Calendar Year		
Other Therapy Services:	Deductible	Deductible & Coinsurance
Outpatient cardiac rehabilitation therapy		
Radiation therapy:		
Chemotherapy for the treatment of cancer		
Electroshock Therapy		
Kidney Dialysis in a Hospital or free-standing		
dialysis center		
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections	Deductible	Deductible & Coinsurance
Immunotherapy or other therapy treatments		
MEDICAL EMERGENCY/URGENT CARI	ESERVICES	

15	D - 1	D-1421-
Emergency Room Treatment	Deductible	Deductible
Emergency Room Cost-Share waived if the		·
Member is admitted directly to the Hospital		
from the emergency room		
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance	Deductible	Deductible
Land & Air; Paid according to the Department		
of Public Health Ambulance Service Rate		
Schedule		_
PHYSICIAN MEDICAL/SURGICAL SERV		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services	Deductible	Deductible & Coinsurance
Performed by a Surgeon or Physician		
(Specialist) in any setting other than an Office		
Visit		
Non-Surgical Services of a Physician or	Deductible	Deductible & Coinsurance
Surgeon		
(Other than a medical office visit) These		
services may include after care or attending		
medical care		
MENTAL EBALTHAND SUBSTANCE ABI		
Outpatient Treatment for Mental Health Care	Deductible	Deductible & Coinsurance
and Substance Abuse Care		
Y TT 10		
Inpatient Hospital Services	Deductible	Deductible & Coinsurance
In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Consulance
Tor Mental Health Care		
Inpatient Rehabilitation Treatment for	Deductible	Deductible & Coinsurance
Substance Abuse Care		
In a Hospital or Substance Abuse Treatment		
Facility		
OTHER MEDICAL SERVICES		
Outpatient Surgery	Deductible	Deductible & Coinsurance
In a licensed ambulatory surgical center (not		
located in a Hospital setting) (including		
colonoscopy)		
Note: See the Hospital Services section also for		
Outpatient Surgery rendered in a Hospital		Į
setting.		
Skilled Nursing Facility	Deductible	Deductible & Coinsurance
Up to 120 days per Calendar Year		
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
1		

Prescription Drugs:	Deductible & then:	
Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug	Deductible & Coinsurance per prescription
Diabetic equipment, drugs and supplies		
Specialty Pharmacy The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug	
Mail Order Prescription Drug Program The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug	Deductible & Coinsurance per prescription
Diabetic drugs and supplies		Deductible & Coinsurance per prescription
Human Organ and Tissue Transplant Services	Deductible	Deductible & Coinsurance
Unlimited maximum		
Home Health Care (Including In-Home Hospice Care)	Deductible	Deductible & Coinsurance
Nursing and therapeutic services limited to 200 visits		
In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420.	Deductible	Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices	Deductible	Deductible & 50% Coinsurance
Hearing Aid Coverage Available for dependent children age 12 years and under	·	
Diabetic equipment, and supplies		
Ostomy Related Services	Deductible	Deductible & 50% Coinsurance
Hospice Care (inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Calendar Year.	Deductible	Deductible & Coinsurance
Specialized Formula	Deductible	Deductible & Coinsurance

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

Note: Out of Network services applicable after Deductible and Coinsurance. Covered Person is responsible for the difference betwee Maximum Allowable Amount (MAA) and total charge.

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

## APPENDIX E

# EAST HARTFORD TRIPLE OPTION DENTAL PLAN

BENEFIT DESCRIPTION	PPO IN NETWORK <u>NO</u> <u>DEDUCTIBLE</u>	FLEX DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK <u>\$200</u> DEDUCTIBLE
BENEFIT BESCRIPTION			
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
PREVENTIVE SERVICES			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction	100%	100%	80%
(Included with Oral Evaluation)	400	100%	000
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50% 50%
Space Maintainers	100%	100%	50%
DIAGNOSTIC SERVICES			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test	100%	100%	70%
(Included with Oral Evaluation)			
RESTORATIVE SERVICES			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
ENDODONTICS			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<b></b>			•
ORAL SURGERY			
Simple Extractions	100%	100%	50%
Surgical Extractions and	50%	50%	50%
Impaction Treatment of Fractures & Dislocations	50%	50%	Not Covered

	PPO		
	IN NETWORK	FLEX DENTAL	OUT OF
	NO	\$50	NETWORK
	DEDUCTIBLE	DEDUCTIBLE*	<u>\$200</u>
			DEDUCTIBLE
GENERAL SERVICES			-
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
Emergency reasonable			
PERIDONTICS			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection	50%	50%	Not Covered
and oral lesions			
PROSTHODONTICS			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and	50%	Not Covered	Not Covered
removable			
Inlays, onlays and crowns not	100%	50%	Not Covered
part of bridge			
Addition of teeth to partial	50%	Not Covered	Not Covered
denture to replace extracted teeth			
<del>-</del>			
Repair of Dentures	100%	100%	Not Covered
-			
Orthodontia			
\$1,000 Lifetime maximum	50%	50%	Not Covered
Dependents covered to age 19 or			
to age 23 if a full-time student			

<sup>\*</sup>Flex Dental deductible does not apply to preventive services or sealants.

Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic) fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the maximum allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

This is not a legal contract. It is only a general description of the Triple Option Dental Program.

### APPENDIX F

### HEALTH BENEFIT OPT-OUT FORM

Employee Name	Date of Form Completion
Department	Effective Date of Cancellation
-	
<b>V</b>	ion to Participate in Town of East Hartford Ith Benefit Opt-Out Program
I elect to cancel my healt	h insurance (but not my dental insurance) with the
Town of East Hartford. T	he health plan that I will be covered under is offered
through	(name of
company offering program	n). The name of the plan providing my insurance
coverage (name of health in	nsurance carrier) is
This plan	covers: $\square$ my spouse, $\square$ my family, and $\square$ myself
(check all that apply).	
Attached is documentation	of my enrollment in the above plan.
(totaling \$5001000 for ind plus one dependent cove coverage) to be paid in quality. I understand that be	my health insurance, I elect to receive a cash payment ividual employee coverage, \$7501250 for employee rage, or \$1,0001500 for employee plus family larterly installments in October, January, April, and by accepting the opt-out program, I am no longer alth insurance program. However, I will continue to dental insurance program.
Employee Signature	Date
Notary	Date
	51

### APPENDIX G

## ATTESTATION FOR \$250 WELLNESS REWARD

THE ORIGINAL FORM SHOULD BE TURNED IN TO
OR MAILED DIRECTLY TO:
Town of East Hartford, Human Resources
Attention: Sandra Franklin
740 Main Street
East Hartford, CT 06108

### ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee covered by a Town of East Hartford High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below <u>as deemed appropriate</u> by the employee's primary care provider.

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to HR. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

### The Routine Physical Exam Should Include the Following:

- Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc). and measurement of height and weight
- Routine blood pressure and urine screenings
- Cholesterol and lipid level screenings
- Blood glucose screening
- Eye chart vision screening
- Immunizations (tetanus every ten years, others as appropriate)
- Pelvic examination, Pap Smear, and Mammography screenings
- Prostate examination and prostate specific antigen blood test (PSA) (males only)
- Colorectal cancer screening

You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done.

I certify that I performed a routine physical exam on Town of East Hartford Employee:

ΕM	PΙ	O	/FF	NZ	\MF

Physician's Name:	 _
Date of Physical:	
Physician's Signature:	 _

APPENDIX H - WIND CHILL INDEX

			_	<del></del>			remp	ERATL	JRE °F			,		
		45	40	35	30	25	20	15	10	5	0	<b>~</b> 5_	-10	-15
<u> </u>	5	43	37	32	27	22	16	11	6	0	<b>-</b> 5	-10	-15	-21
(MPH)	10	34	28	22	16	10	3	-3	-9	-15	-22	-27	-34	-40
	15	29	23	16	9	2	-5	-11	-18	-25	-31	-38	-45	-51
SPEED	20	26	19	12	4	-3	-10	-17	-24	-31	-39	-46	-53	-60
	25	23	16	8	1	-7	-15	-22	-29	-36	-44	-51	-59	-66
WIND	30	21	13	6	-2	-10	-18	-25	-33	-41	-49	<b>-5</b> 6	-64	-71
	35	20	12	4	-4	-12	-20	-27	-35	-43	-52	-58	-67	-75
	40	19	11	3	-5	-13	-21	-29	-37	-45	-53	-60	-69	<b>-76</b>
	45	18	10	2	-6	-14	-22	-30	-38	-46	-54	-62	-70	-78
					Α	<u> </u>				В				C

7	Wind Chill	
Те	mperature °F	DANGER
Α	ABOVE 25°F	LITTLE DANGER FOR PROPERLY CLOTHED PERSON
	25°F/75°	
В	F	INCREASING DANGER, FLESH MAY FREEZE
	BELOW	
C	75°F	GREAT DANGER, FLESH MAY FREEZE IN 30 SECONDS

APPENDIX H - HEAT STRESS INDEX

		, <del></del>		RELA	TIVE H	UMIDI	TY	<u>.</u>		
			20			50	60	70	80	90
		10%	%	30%	40%	%	%	%	%	%
	104	98	104	110	120	132				
	102	97	101	108	117	125				
	100	95	99	105	110	120	132			
	98	93	97	101	106	110	125			
	96	91	95	98	104	108	120	128		
ᄠ	94	89	93	95	100	105	111	122		
TEMPERATURE	92	87	90	92	96	100	106	115	122	
\T.	90	85	88	90	92	96	100	106	114	122
ER/	88	82	86	87	89	93	95	100	106	115
MΡ	86	80	84	85	87	90	92	96	100	109
끄	84	78	81	83	85	86	89	91	95	99
	82	77	79	80	81	84	86	89	91	95
	80	75	77	78	79	81	83	85	86	89
	78	72	75	77	<b>7</b> 8	79	80	81	83	85
	76	70	72	75	76	77	77	77	78	79
	74	68	70	73	74	75	75	75	76	77

NOTE: Add 10°F when protective clothing is worn and add 10°F when in direct sunlight.

HUMITURE °	F DANGER CATERGORY	INJURY THREAT
BELOW 60°	NONE	Little or no danger under normal circumstances
80°-90°	CAUTION	Fatigue possible if exposure is prolonged and there is physical activity
90°-105°	EXTREME CAUTION	Heat cramps and heat exhaustion possible if exposure is physical activity
105°-130°	DANGER	Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity

ABOVE		
130°	EXTREME DANGER	Heat stroke imminent

### MEMORANDUM OF AGREEMENT

WHEREAS, the Town of East Hartford, herein referred to as the "Town", and the International Association of Firefighters, Local 1548, herein referred to as the "Union" have negotiated a bargaining agreement covering the period from July 1, 1989 - June 30, 1992; and,

WHEREAS, both parties have reached agreement with regard to overtime and minimum manning which amends the terms of the Agreement; and,

WHEREAS, the parties desire that these amendments last only so long as the Agreement referenced above remains in effect; and,

WHEREAS, it is not the intention of the parties to achieve minimum manning through layoffs;

NOW, therefore, the parties agree as follows:

- 1. Article VIII of the Agreement shall be amended to delete the term time and one-half (1 1/2) and to substitute the term time and one-quarter (1 1/4), effective on approval of both parties.
- 2. The parties agree that there shall be maintained a minimum of twenty-six (26) Fire Department personnel on duty at all times. The above shall not include the Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspector, Master Mechanic, Superintendent of Fire Alarms, and Fire Marshal.
- 3. The Town maintains the right to reduce the manning level below twenty-six (26), when financial circumstances so dictate, subject to one (1) exception set forth below. The Town is to be the sole determiner of when financial circumstances dictate the reduction; however, the Town will present to the Union the basis for its determination. Exhaustion of the overtime account in and out of itself will not be deemed a sufficient financial circumstance justifying reduction of the work force below the above minimum.

Should the Town determine the financial circumstances require a reduction below the above minimum, then this entire Memorandum of Agreement shall become null and void.



### MEMORANDUM

**DATE:** April 7, 2017

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance

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

RE: Firefighter's Contract Settlement - Contingency Transfers

By way of this memo, attached please find the Budgetary Transfer of Funds forms for the settlement of the Firefighter's contract.

One form initiates the transfer for the current FY 17 budget while the other form initiates the transfer for the upcoming FY 18 budget.

Taken together, approval of both forms will provide the funding to satisfy the contract settlement through June 30, 2018.

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

## Town Of East Hartford Request for Budgetary Transfer of Funds

Fund Name	CONTINGENCY General	Fiscal Year	2016-17	Date Fund Number	April 7, 2017 GO1
o: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Fire Suppression	G5317-60110	\$ 656,784	Contingency Reserve  - Contract Nea	G9600-60201	\$ 656,784
	JUSTIF should include future budget i	mpact on both the "to" and		additional information if nec	\$ 656,784 essary.
	JUSTIF should include future budget i	FICATION: Provide detail ar mpact on both the "to" and Contract for the years ending	the "from" accounts. Attach	ransfer. additional information if nec	

### Town Of East Hartford Request for Budgetary Transfer of Funds

Department Name Fund Name	CONTINGENCY General	Fiscal Year	2017-18	Date Fund Number	April 7, 2017 GO1
To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Fire Suppression	G5317-60110	\$ 571,861	Contingency Reserve  - Contract Neg	G9600-60201	\$ 571,861
	Total  JUSTIF s should include future budget if funds to settle the Firefighter's	mpact on both the "to" and		additional information if nec 2017, and June 30, 2018.	\$ 571,861 essary.
	JUSTIF s should include future budget i funds to settle the Firefighter's	FICATION: Provide detail ar impact on both the "to" and Contract for the years ending	the "from" accounts. Attach	ransfer. additional information if necessary and June 30, 2018.	
	JUSTIF should include future budget i	FICATION: Provide detail ar impact on both the "to" and Contract for the years ending	the "from" accounts. Attaching June 30, 2016, June 30,	ransfer. additional information if nec	
	JUSTIF s should include future budget i funds to settle the Firefighter's	FICATION: Provide detail are impact on both the "to" and Contract for the years ending Signature	the "from" accounts. Attaching June 30, 2016, June 30,	ransfer. additional information if necessary and June 30, 2018.	



### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE:

April 3, 2017

TO:

Richard F. Kehoe, Chair

FROM:

Mayor Marcia A. Leclerc

RE:

**CONTRACT AUTHORIZATION** 

The Raymond Library has the opportunity to offer residents a public fax service at no cost to the Town. Service would be provided through Televend Services, Inc. whose company will install a pay-per-use FaxScan24<sup>TM</sup> Kiosk.

The contract with Televend Services, Inc. will provide a much needed service to our residents; the library receives numerous weekly inquiries from patrons looking to utilize a fax machine. In addition the contract will provide a small commission to the Town based on gross monthly revenue.

Please place this information on the agenda for the April 19, 2017 Town Council meeting for approval.

Thank you.

C: S. Morgan, Library Director

### Library Fax Machine Contract Review

TO: Mayor Marcia A. Leclerc

**FROM:** Sarah Kline Morgan, Library Director

**SUBJECT:** Library Fax Machine, contract review

**DATE:** March 29, 2017

Attached is a proposed contract with Televend for public fax service to be offered at the Raymond Library.

Fax service is a standard public library service, and we receive dozens of inquiries per week from patrons who visit us in hopes of utilizing a fax machine. The installation of a fax machine at the library will benefit community members at no cost to the Town. The contract further provides a small commission to the Town based on the number of uses.

The Town's purchasing ordinances do not squarely address contracts of this type (i.e., a no bid contract where a vendor provides a service at no cost to the Town and agrees to pay the Town a commission or percentage of sales). Accordingly, I believe the Town Council should review the contract and provide the appropriate authorization.

I respectfully request that this item be placed on the Town Council agenda for their review at an upcoming meeting. Please contact me if you have any questions or concerns.

Attachments (1)

# TELEVEND SERVICES, INC.

Interactive Voice & Fax Solutions

10 Lonetown Road, # 1171 Redding, CT 06875-1171

Tel:1-877-329-8363 Fax: 1-888-329-8726

www.faxscan24.com

Agreement to Provide FaxScan24 Fax & Scan Service

The "Customer" desires to have the "Company" provide a FaxScan24™ Fax & Scan Kiosk in or on the property of its premises.

The "Company" is in the business of manufacturing, maintaining and servicing the FaxScan24™ Kiosk.

The "Company" and "Customer" agree as follows:

- 1. The "Customer" hereby grants to the "Company", and its assignees or agents, the exclusive right to operate the FaxScan24™ Kiosk in or on the property of the "Customers" place of business located at the above address. Prior to commencement of this agreement, Customer shall designate the location where the Kiosk will be located.
- 2. In consideration of the "Customer" granting this agreement, the "Company" and or its agents or assignees shall pay to the "Customer" a commission from revenues generated by the "Company's" FaxScan24™ Kiosk installed in or on the "Customers" property.

Payments are calculated using the following commission scale:

Gross Monthly Revenue	<u>% Commission</u>
\$ 0 to 50	0% (of this portion of revenue)
\$ 51 to 100	5% (of this portion of revenue)
\$ 101 and up	20% (of this portion of revenue)

The "Company", its agents or assignees agree to furnish the "Customer" with monthly statements detailing fax activity and gross income along with any commissions due on the following quarterly schedule:

Quarterly Fax/Scan Activity
January, February, March
April, May, June
July, August, September
October, November, December

Commission Payment Date
May 15<sup>th</sup>
August 15<sup>th</sup>
November 15<sup>th</sup>
February 15<sup>th</sup>

The commission payment schedule shall not be changed without the mutual agreement of both the "Customer" and the "Company".

- 3. The term of this agreement shall be for a six (6) month trial commencing as of the date of installation and shall automatically renew annually on the same terms and conditions contained herein. Notwithstanding anything herein to the contrary, either party hereto may terminate this agreement at any time upon 30 days written notice to the other party. Notices hereunder shall be sent via United States mail or a national overnight courier, to the addresses set forth above. In addition, Company agrees:
  - a. The FaxScan24 kiosk will be removed from the Location no later than 10 business days after the termination of the agreement.
  - b. Company shall leave the area at the Location where the FaxScan24 kiosk was located in the same condition that it was on the commencement of the agreement, reasonable wear and tear excepted.
- 4. The "Customer" agrees that during the term of this agreement, the "Customer" will not grant the right or license to any other entity to operate or install any competing public fax service on or in the premises or property for such operation. The "Customer" will supply the ANALOG phone line (either shared or dedicated), phone jack and an electrical outlet to render the fax operational. The "Customer" agrees to promptly notify the "Company" of any known malfunctions, vandalism or loss of service. The "Customer" agrees to give the FaxScan24 kiosk an occasional simple surface dusting or wipe to maintain a clean appearance. The "Customer" will not take any action which prevents or adversely affects the use of the "Company" public fax & scan service. Notwithstanding anything herein to the contrary, Company agrees that scanning/faxing capabilities on public/Customer computers shall not violate the terms of this agreement.
- 5. The "Company" and its agents or assignees agree that as of this date it will order and be responsible for the payment of the FaxScan24™ fax & scan kiosk

designated to the above address. The "Company" agrees to pay all long distance calls that originated from the FaxScan24™ and carried over the "Company" toll-free network. Each FaxScan24™ provided by the "Company" is equipped with a "Toll Restrictor/Dialer" that prevents any unauthorized, direct-dial toll calls to be made from the fax machine. When the handset is lifted, the dialer will dial directly over the "Company" toll-free network into our interactive voice & fax processor that will guide the user through his or her entire fax or scan transaction. The "Company" will repair, and if necessary, replace, any faulty equipment that is part of the FaxScan24 kiosk at no charge to the "Customer". Faulty equipment shall be repaired, and if necessary replaced, within 5 business days of Customer's notification to Company that the equipment is no longer working. Such downtime or replacement will not constitute a breach or cause this agreement to be cancelled by either party. All equipment provided by the "Company" is the sole property of the "Company", its agents or assignees.

6. This agreement constitutes the entire agreement between the two parties and its binding to the benefit to the parties herein is assignable and shall survive any sale, assignment or other transfer of ownership. The "Customer" acknowledges that he has thoroughly read and understands this agreement and all its terms, and has received a copy. No additions or modifications or verbal promises shall be binding to either party unless in writing and signed by both parties. The "Customer" represents and warrants that the business premises or property named in this agreement is owned, or leased and controlled, by it and is authorized to enter into this agreement.

### 7. Insurance Requirements:

Commercial General Liability Insurance: The Company shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

o Type of Coverage: Occurrence Basis

o Amount of Coverage: \$1,000,000 per occurrence

\$2,000,000 aggregate

o Policy Period: Annual Policy

Auto Liability Insurance: The Company shall carry Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased

and non-owned and hired vehicles.	Any deviations from the standard
unendorsed form will be noted on th	e Certificate of Insurance.

o Type of Coverage:

Occurrence Basis

Amount of Coverage:

\$100,000/\$300,000 bodily injury/\$50,000 property

o Policy Period:

**Annual Policy** 

The Company shall provide the Town of East Hartford with a Certificate of Insurance evidencing such coverage upon inception of this contract and yearly thereafter upon renewal of the insurance.

Accepted				
Town of East Hartford	Marcia A.	Leclerc, Mayor	DATE	
AcceptedTELEVEND SERVICES, I		TITLE		
TEELVERID OERWIOLO,		111 ===	5,	
		<u></u>		
FaxScan24 Kios	•	I <b>ration</b> (to be com all that apply	pleted by "Custome	er")
Kiosk Model: Ta	ble-top	Floor-stand		
our patrons will use:	Prepaid Fax	<u>c Cards</u> , Credit Car	ds & Debit Cards	
our patrons will use:	Only Credit	Cards & Debit Card	s	
The phone line we'll be us	ing for the Fa	x24 kiosk requires:		
Dialing Direct	First dialing	a 9, 8, or 7 Circle	the number that ap	plies)



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### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE:

April 7, 2017

TO:

Richard F. Kehoe, Chair

FROM:

Mayor Marcia A. Leclerc

RE:

RESOLUTION: Municipal tax Exempt Lease Purchase Financing

Recently the Town Council, as part of the budget process, adopted the Town of East Hartford's 5-year Capital Improvement Plan from 2017-2018 through 2021-2022.

Attached is the Resolution which when approved will authorize the municipal tax exempt lease purchase financing to be submitted to secure funding to pay for the plan

Please place this information on the agenda for the April 19, 2017 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: I. Laurenza, Tax Collector

M. Walsh, Finance Director



### MEMORANDUM

**DATE:** April 7, 2017

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance

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

RE: Resolution to Authorize a Municipal Tax Exempt Lease Purchase

Financing

As part of the recent budget process, the Town Council adopted the Town of East Hartford's 5-year Capital Improvement Plan for the years 2017-18 through 2021-22 (copy attached).

With the approved plan in place, I now request that the attached municipal tax exempt lease purchase financing resolution be submitted for their approval to secure funding to pay for the plan.

Should you have any questions on any of the aforementioned, please do not hesitate to let me know.

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

WHEREAS, the Town of East Hartford approved the purchase of various capital equipment including police cars, fire department extrication and rescue equipment, one waste removal truck, stadium lighting, HVAC equipment, various vehicles, one zero-turn mower, a variety of building improvements and equipment, and the replacement of office furniture as part of the Town of East Hartford's Approved 5-Year Capital Improvement Plan for the fiscal years 2017-18 through 2021-22; and

WHEREAS, the cost of the various capital equipment designated for lease-purchase financing totals \$861,700; and

WHEREAS, the Town will budget \$225,964 in fiscal years 2018-19 through 2021-22 in the General Operating Fund to pay principal and interest on the purchases.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with TD Equipment Finance, Inc. or their affiliates in the principal amount not to exceed \$861,700. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

**BE IT FURTHER RESOLVED**, that the Town declares its intent to be reimbursed for any temporary advances from the General Fund to pay for any part of the equipment from proceeds of the lease financing in accordance with Treasury Regulation 26 CFR 1.103-18 and/or 26 CFR 1.150-2.

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on April 19, 2017.

Angela Attenello, Clerk of the Town Council

REF. #	REF. #   Project Description	Funding Source	Recommended	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	TOTAL
	TOWN HALL								
18-101	2018-101 Town - furniture replacement	Lease	25,000	25,000	25,000	25,000	25,000	25,000	125,000
18-102	2 Senior bus (20% local match)		,		25,000	•	,		25,000
18-103	2018-103 Town/PSC PBX replacement		,			225,000		-	225,000
	TOWN HALL TOTAL		25,000	25,000	20,000	250,000	25,000	25,000	375,000

REF.#	Project Description	Funding Source	Recommended	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	TOTAL
	PUBLIC WORKS								
2018-201	Ecology Drive Fuel Storage Tank Replacement	LoCIP	225,000	250,000		1	•	•	250,000
2018-202	EHCCC HVAC	Lease	110,000	110,000	000'06	1	•		200,000
2018-203	Compact cars	Lease	40,000	40,000	-	1	•		40,000
2018-204	Utility Vehicle	Lease	38,000	38,000	•		38,000		76,000
2018-205	EHCCC Front Step replacement	Lease	30,000	30,000	,	•	•	•	30,000
2018-206	Police Booking Dehumidification	Lease	25,000	25,000	•	•	•	•	25,000
2018-207	PSC Carpet Replacement CIB Wing	Lease	20,000	20,000	•	•	•	1	20,000
2018-208	Bus Shelter Replacement	Lease	18,000	18,000	-	18,000	•	1	36,000
2018-209	Zero-turn Mower	Lease	17,000	17,000	17,000	•	•	-	34,000
2018-210	Wide Format Printer/Copier/Scanner	Lease	14,000	14,000	•	•	•	-	14,000
2018-211	Enclosed trailer	Lease	12,000	12,000	-	•	•	-	12,000
2018-212	Cemetery Lowering Device	Lease	2,500	7,500	-	-	•	-	7,500
2018-213	Waste Payloader Bucket	Lease	7,200	7,200	1	1	ı	•	7,200
2018-214	Landfill PCB remediation		-	6,000,000	•	•	•	•	6,000,000
2018-215	New Public Works garage and operations facility		•	3,000,000	1	30,000,000	•	1	33,000,000
2018-216	Landfill monitoring wells		•	1,208,000	•		•		1,208,000
2018-217	Flood Control System modifications/reconstruction			000'006	6,375,000	4,104,000	5,086,000	3,985,000	20,450,000
2018-218	Vehicle wash facility			850,000	•			,	850,000
2018-219	Emergency generators - EHHS and EHMS, one trailer mounted			250,000	•				250,000
2018-220	McAuliffe Park pedestrian railroad crossing			520,000	t				520,000
2018-221	Corrugated metal pipe lining rehab		•	334,000	1				334,000
2018-222	Storm drainage repair			300,000	300,000	300,000	300,000	300,000	1,500,000
2018-223	Firehouse #6 parking lot		•	300,000					300,000
2018-224	Automated waste removal truck		•	285,000	285,000	285,000	•	-	855,000
2018-225	Front-end loader		-	275,000	1		280,000	•	555,000
2018-226	Rear loading waste truck		-	245,000		245,000	•	1	490,000
2018-227	Dump trucks - 6 wheel		•	230,000		230,000	•	250,000	710,000
2018-228	MS4 General Permit Engineering Requirements		•	225,000	210,000	210,000	80,000	80,000	805,000
2018-229	Burnham Brook drainage study		•	225,000	•	•	1	•	225,000
2018-230	Silver Lane Cemetery channel stabilization		1	185,000	1,100,000	1	-	•	1,285,000
2018-231	Gorman Park dam rehabilitation - design		-	177,000	•		1	•	177,000
2018-232	Town Hall Façade Improvements		-	175,000	-	•	•	•	175,000
2018-233	McAuliffe Park culvert replacement- design and construction		•	165,000	585,000	1	•	1	750,000
2018-234	Pewterpot Brook at Forbes Street culvert - design & construction		•	135,000	820,000	•	1	•	955,000
2018-235	Landfill PCB study		' !	115,000	•	•	,	-	115,000
2018-236	Outfall repair and stabilization		,	100,000	100,000	100,000	100,000	100,000	200,000
2018-237	Generator - McCartin School		•	100,000		1	,	•	100,000
2018-238	Various Dridges - channel maintenance			86,000		-	-	•	86,000
2018-239	Utility trucks Dump Body			80,000	80,000	80,000	80,000	80,000	400,000
2018-240	Public Safety Complex duct cleaning		-	75,000		•	•	75,000	150,000
2018-241	Town Hall elevator piston replacement		•	75,000	000 17	- 100	000 11	. 00	75,000
2018-242	Public Works Vard retaining well replacement, desire & construction		•	45,000	110,000	45,000	47,000	49,000	150,000
2018-244	Economy hybrid vehicles		1	40.000	40.000	40.000	40.000	40.000	200,000
2018-245	Automated Leaf Vacuum		•	40.000	,	40.000		40 000	120,000
2018-246	Pothole patching hot-box		-	40.000				200'21	40.000
2018-247	Town Hall Interior Doors			35,000	35.000	30.000	,	,	100:000
2018-248	Main Street over Pewterpot Brook - bridge repairs			35.000				•	35.000
2018-249	Transfer Station compactor			35,000				•	35,000
2018-250	Main at Maple Traffic Signal Design and Construction		1	34,000	440,000	1	,		474,000
2018-251	Replace retaining walls		•	33,000	72,000			,	105,000
2018-252	Skid steer loader accessories		-	30,000	-	-	-	-	30,000
2018-253	2nd North School Cupola repairs		•	30,000	,	ı	1	1	30,000
2018-254	Clam bucket			27,000	-	-	•		27,000
2018-255	Survey van		•	26,000		,	•		26,000

REF.#	Project Description	Funding Source	Recommended	FV 17.18	FV 18.10	EV 10_20	10000	CC 14 73	TOTAL
2010 256	2019 2EC   Doll off track rate (05 million) (450)			90.50	2000	22 22	77.07	4.4-4.4	100
20107			1	000,62	000,62	75,000	72,000	25,000	125,000
/57-8107	PSC sidewaik and curb replacement		•	25,000	25,000	•	-	•	20,000
2018-258	- 1		•	25,000	•	1	•	•	25,000
2018-259	- 1		•	25,000	•	•	,		25,000
2018-260			•	25,000	•	•	•		25,000
2018-261				20,000			•		20,000
2018-262				20,000	r		•		20,000
2018-263	Cemetery all-terrain vehicle		•	20,000	'	•	•	•	20,000
2018-264	$\neg$			20,000	1	•		'	20,000
2018-265	Streetlight Pole Replacements			18,000	18,000	18,000	18,000	18,000	000'06
2018-266	2018-266 Traffic sign machine		•	18,000	•		1		18,000
2018-267	Fire Station # 2 exterior painting		•	15,000			•		15,000
2018-268	Overseas storage containers			15,000	,			,	15,000
2018-269	Emergency light tower			2,000		1			2,000
2018-270	GPS Units - 15			9'000'9			•		90009
2018-271	Public Safety Complex Fire Department lobby door replacement		•	2,000	1			,	2,000
2018-272	Road improvement program			•	15,000,000	,	15,000,000	•	30,000,000
2018-273	Gorman Park dam rehabilitation - construction				365,000	•			365,000
2018-274			•	r	240,000	•	240,000		480,000
2018-275	Silver Lane cemetery building- design & construction		•	•	137,000	859,000		,	000'966
2018-276	2018-276 Tractor with over fence mower		1	ı	100,000	•		,	100,000
2018-277			•	-	20,000	•	•	•	20,000
2018-278	- 1		•	1	40,000		•	,	40,000
2018-279	High Street over Pewterpot Brook - culvert cleaning		•	-	35,000	•	,		35,000
2018-280	Tractor/trailer (used)		1	1	30,000	•	•	•	30,000
2018-281	10 - yard containers - front loader - 6		-	•	7,500	•	7,500		15,000
2018-282	Connecticut Blvd. median replacement construction		,	1	,	435,000	•	•	435,000
2018-283	Backhoe		•	-	•	150,000	•	,	150,000
2018-284	Mason Truck			•		120,000	-	,	120,000
2018-285	2018-285 Skid steer loader		,	•	-	30,000	•	•	30,000
			,	-	-	16,500	,		16,500
2018-287	Carpentry Cold Storage Electricity		•	-	•	2,000		•	5,000
2018-288	Public Safety Complex shooting range air conditioning		ı	•	-	•	150,000	•	150,000
2018-289	Ecology Drive security cameras		-	•	ij	•	25,000		25,000
2018-290	Stump grinder		•		•	1	10,000		10,000
2018-291	Town Hall alarm system		•	•	-	•	7,500	•	2,500
2018-292	Street sweeper		1	•	1	•	1	300,000	300,000
	TATOL ON				1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
	PUBLIC WORKS TOTAL		263,700	18,282,700	76,776,500	37,385,500	21,534,000	5,342,000	109,320,700

REF.#	Project Description	Funding Source	Recommended	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	TOTAL
	PARKS AND RECREATION								•
2018-301	Rubbish Truck	Lease	100,000	100,000	,			,	100.000
2018-302	McKenna Field Lighting	Lease	23,000	23,000	•	1			23,000
2018-303	Hockanum River Linear walkway - repairs		•	165,000		25,000	65,000	65,000	320,000
2018-304	Playscape replacement program		•	140,000	140,000	140,000	140,000	140,000	700,000
2018-305	Portable stage (Showmobile) replacement		•	140,000	•			•	140,000
2018-306	Backhoe		•	140,000			1		140,000
2018-307	McAuliffe Park - improvements			125,000	125,000	125,000	,		375,000
2018-308	Repave Parks Maintenance parking lot			125,000			1		125,000
2018-309	Dog Park construction			120,000			1	•	120,000
2018-310	Large rotary mower			110,000		110,000			220,000
2018-311	Large dump truck			000'68			1		89,000
2018-312	VMC building painting & repairs			75,000	10,000	8,000	8,000	8,000	109,000
2018-313	Mechanic Utility Van		•	25,000			•		55,000
2018-314	Basketball Court Resurfacing			20,000	20,000	20,000	20,000		200,000
2018-315	EHCCC Phase III - Sealing Bricks below ground sealant			20,000	1	•	•		50,000
2018-316	Pick-up truck		'	45,000	45,000		47,000	49,000	186,000
2018-317	Automated Leaf vacuum		•	40,000			1		40,000
2018-318	Martin Park Improvements		•	36,000	4,000	1	4,000	,	44,000
2018-319	Hockanum tennis court lights		-	36,000				•	36,000
2018-320	3 point hitch tractor		-	32,000		•	,		35,000
2018-321	Community Garden		-	30,000	,	1	•	,	30,000
2018-322	Repaving and crack sealing projects		•	25,000	25,000	25,000	25,000		100,000
2018-323	Backstop and fencing - replacement program			24,000	10,000	10,000	10,000	10,000	64,000
2018-324	Compressor w/ attachments		•	23,000			•	<u> </u>	23,000
2018-325	Baseball Infield Groomer		•	20,000	•	1		23,000	43,000
2018-326	Exterior repairs for Brewer House		t	20,000	ı	•	-		20,000
2018-327	Replace sidewalks		1	18,000	1	•	'	•	18,000
2018-328	Zero-turn Mower		-	17,000	17,000	18,000	19,000	20,000	91,000
2018-329	Bleachers		•	15,000	16,000	17,000	18,000	-	66,000
2018-330	3-pt hitch Overseeder		•	15,000	1	1	•	,	15,000
2018-331	Gravely tractor with broom		•	10,100	•		ı	•	10,100
2018-332	Surge pit hatch replacement and starting blocks at Terry Pool		•	8,000	•	1	-	•	8,000
2018-333	EHCCC - replacement equipment (chairs, tables, carpet etc.)			8,000	-	•	1	•	8,000
2018-334	Dump Trailer		•	8,000		-	•	1	8,000
2018-335	Parks Maintenance office furniture replacement		•	7,500	•	-	-	-	7,500
2018-336	Landscape Irailer		-	2,000	7,000	,	•		14,000
2018-337	Brush Hog mower for 3 point nitch tractor		,	6,500	-	1	•	,	6,500
2018-338	Replacement pool vacuums		,	9000'9	6,000			•	12,000
2018-339	Automatic external defibrillators - 2-4 units		1	6,000	3,000	3,000	3,000	•	15,000
2018-340	Yanner Property development			,	125,000	75,000	35,000	35,000	270,000
2018-341	Terry Pool Filters		•	•	100,000	1	•	1	100,000
2018-342	Buildozer 4-way blade		1	-	95,000			•	95,000
2018-343	F - 550 dump truck with plow		•	1	80,000	-	84,000	•	164,000
2018-344	Labor Park - improvements	Ì	•	1	65,000	F	25,000	'	000'06
2018-345	Trackless tractor w/attachments		1	•	1	155,000	•	'	155,000
2018-346	Tennis court - repairs		-	•	-	75,000		•	75,000
2018-347	Drennan Pool - replacement		1	-	•		•	2,000,000	2,000,000
2018-348	Martin Pool - replacement		•	-	•	1	,	2,000,000	2,000,000
2018-349	Tennic Court Surface Maintenance		•	-	1	•		45,000	45,000
	Tanyan tayang a dada da a tayang a sara da a s		-						
	PARKS AND RECREATION TOTAL		123,000	1,973,100	923,000	836,000	533,000	4,395,000	8,660,100

Part	REF.#	Project Description	Funding Source	Recommended	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	TOTAL
Section   Sect										
State of the part of the par		FIRE								
Station   1,500,000   1,500,	2018-401	Extrication and Rescue Equipment	Lease	20,000	83,000					83,000
Part	2018-402	Station 2		•	•	1,500,000	-	-	,	1,500,000
Station 1   Station 2   Station 3   Stat	2018-403	Fire Alarm bucket truck		•	•	80,000	1 -	•	•	80,000
Fights 6 Fights 7 Fights 6 Fights 7 Fights 6 Fights 7 Fig	2018-404	Station 1		•	•	1	3,000,000	1	,	3,000,000
Figure 2 Figure 2 Figure 3 Fig	2018-405	Engine 6		•	1		605,000	•	,	605,000
Part	2018-406	Engine 2		•		1		615,000		615,000
Part   International Communication   Part	2018-407	Engine 3		•	•		,	615,000	•	615,000
Apparent Service Truck	2018-408	Thermal Imaging Cameras		1	•	-	1	10,000		10,000
Apparator Strocker Pract.	2018-409	Ladder 1		-	•			•	1,330,000	1,330,000
Recure State 1	2018-410	Apparatus Service Truck		•		•	1			
Page 12   Page	2018-411	Rescue Squad 1			,	r	•			,
Public select part and suction units   Public select pa	2018-412	Engine 1			,			•		•
Use Pack registerent and suction units   Use Pack registered and suction units   Use Pack regis	2018-413	Engine 5		,			,	1	,	1
Life Face Registered and Station units	2018-414	Ladder 2				r				•
Notice and the control of th	2018-415	Life Pack replacements and suction units		,						1
Politic Selectory ultility vehicle   Politic Vehicle   Pol	2018-416	Medic Tablets to IPad								
Public Safety utility vehicle (Training)         -	2018-417	Public Safety utility vehicle						•		
Station State of	2018-418	Public Safety utility vehicle (Training)			•					1
Station 3         Station 3           Station 3         Station 3           Station 5         Station 3           Station 5         Station 5           Station 6         Station 5           Well-resylflaces equipment         -           Well-resylflaces equipment         -           Rand 5/station 6         83,000         35,000         3,240,000         1,240,000         1,330,000         7           File FOTAL         File FOTAL         -         -         -         -         -         -           Police Evol Contents         -         -         -         -         -         -         -           Police Evol Contents         -         -         -         -         -         -         -           Police Evol Contents         -         -         -         -         -         -         -         -           Police Evol Contents         -<	2018-419	Rolling stock - light vehicle								
Station S         Section S         -	2018-420	Station 3			•	,				
Station 6         Station 6	2018-421	Station 5			•	,	-	-		1
Radio System Replacement         So.000         83,000         3,505,000         1,240,000         7,330,000           FIRE TOTAL         SO.000         83,000         3,505,000         1,240,000         1,330,000         7,	2018-422	Station 6					•	-	•	1
File TOTAL	2018-423	Wellness/Fitness equipment		•			•			
FIRE TOTAL         SG,000         83,000         3,505,000         1,240,000         1,330,000         330,000         1,230,000         1,230,000         1,230,000         1,230	2018-424	Radio System Replacement		•	1	-				1
FIRE TOTAL   1,580,000   3,505,000   1,230,000   1,3										
POLICE         POLICE<		FIRE TOTAL		20,000	83,000	1,580,000	3,605,000	1,240,000	1,330,000	7,838,000
POLICE         Police         325,000         325,000         330,000										
POLICE POLICE TOTAL         Lease         325,000         330,000										
Police - rolling stock replacement - cars         225,000         330,000		POLICE								
Police Body Cameras         137,140         110,040 <td>2018-501</td> <td>Police - rolling stock replacement - cars</td> <td>Lease</td> <td>325,000</td> <td>325,000</td> <td>330,000</td> <td>330,000</td> <td>330,000</td> <td>330,000</td> <td>1,645,000</td>	2018-501	Police - rolling stock replacement - cars	Lease	325,000	325,000	330,000	330,000	330,000	330,000	1,645,000
Animal Control Vehicle         25,000         -         25,000         -         <	2018-502	Police Body Cameras		-	137,140	110,040	110,040	110,040	110,040	577,300
POLICE TOTAL   325,000   487,140   440,040   440,040   240,040   225,000	2018-503	Animal Control vehicle		1	25,000	1	•	•		25,000
POLICE TOTALE   198ARY   1980   125,000   12		14101		200	0.00					
LIBRARY         LoCIP         225,000         225,000         -         -         -           Wickham Renovation         LoCIP         225,000         -         -         -         -           LIBRARY TOTAL         225,000         225,000         -         -         -         -           GRAND TOTALS         1,311,700         21,075,940         29,769,540         42,516,540         23,772,040         11,532,040           Less: LOCIP funded - 2017-18         450,000         -         -         -         -         -           Net Funded by General Fund Lease/Purchase         861,700         -         -         -         -         -         -		רטוויב וסואר		000,626	48/,140	440,040	440,040	440,040	440,040	2,247,300
LIBRARY         VICkham Renovation         LoCIP         225,000         225,000         -										
Wickham Renovation         LoCIP         225,000         225,000         -		LIBRARY								
225,000 225,000 -	2018-601	Wickham Renovation	LoCIP	225,000	225,000			,	1	225,000
225,000         225,000         -         <										
1,311,700     21,075,940     29,769,540     42,516,540     23,772,040     11,532,040       450,000     861,700     861,700     861,700     861,700     861,700		LIBRARY TOTAL		225,000	225,000		,	•	-	225,000
1,311,700         21,075,940         29,769,540         42,516,540         23,772,040         11,532,040           450,000         861,700										
450,000		GRAND TOTALS		1 311 700	21 075 940	29 769 540	42 516 540	23 777 040	11 532 040	128 666 100
				and the sale	-	21.00.00	21 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -	2026	a discolor	2000/200
		Less: LOCIP funded - 2017-18		450,000						
		Net Funded by General Fund Lease/Purchase		861,700						



### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE:

April 5, 2017

TO:

Richard F. Kehoe, Chair

FROM:

Mayor Marcia A. Leclerc W

RE:

**RESOLUTION: Historic Document Preservation Grant** 

The Town of East Hartford is eligible to receive \$5,000 through the Public Records Administration of the Connecticut State Library. The town has been a recipient of this non-competitive grant for fifteen years. No matching funds are required.

Grant funds will be used to convert 31,250 microfilmed pages to digital images allowing the public to search the land record index online, and view and print from home or the office. To date the computer system's digital records go back to July 8, 1971, volume 461. After the utilization of this grant the digital record will cover records back to May 1967, volume 416.

Please place this information on the agenda for the April 19, 2017 meeting for approval of the Resolution as submitted.

Thank you.

C:

R. Pasek, Town Clerk

P. O'Sullivan, Grants Manager

I, Angela M. Attenello, 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 19th day of April, 2017

### RESOLUTION

**WHEREAS**; The Public Records Administration of the Connecticut State Library offers a non-competitive grant each year to the Town Clerk's Office and

WHEREAS the grant for the fiscal year of 2018, is in the amount of \$5,000.00 and

**WHEREAS** said grant supports the preservation of Historic Documents in the Town Clerk's Office,

**NOW THEREFORE LET IT BE RESOLVED**; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut State Library Public Records Administrator as they pertain to this Historic Documents Preservation grant.

**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 sea
of said Town of East Hartford the day of April, 2017.

Signed:					
_	Angela	M.	Attenello,	Council	Clerk

## OWN OF EAST HARTFORD TOWN CLERK'S OFFICE MEMORANDUM

DATE:

**April 4, 2017** 

TO:

Mayor Marcia A. Leclerc

FROM:

Robert J. Pasek - Town Clerk

CC:

Paul O'Sullivan, Grants Administrator

RE: Referral to Council – Historic Document Preservation Grant

Public Act 00-146 "An Act Concerning Real Estate Filings and the Preservation of Historic Documents", established an account to support the costs of preservation and management of historic documents. This Public Act allows an extra Three dollar charge per land record document recorded by the Town Clerk. Two dollars is returned to the State. The Town receives One dollar for each recording.

For the fifteenth year, East Hartford is eligible to receive a non-competitive grant in the amount of \$5,000 through the Public Records Administration of the Connecticut State Library.

I am recommending that East Hartford use these grant funds to convert 31,250 microfilmed pages to digital images. Currently the images available on our computer system date back to July 8, 1971, volume 461. This grant will allow the image availability to go back to May 1967, volume 416. These digital images will then be linked to our land record index; allowing title searchers, the public, and staff the ability to view and print the document from the internet or from the office without having to remove the volume from the vault. This will save the volumes from the wear and tear of being copied, save the staff the time and energy of having to stop what they are doing to help make copies, and give the public the convenience of viewing and copying a document from their home computer for a fee.

No matching funds are required under this program. A final report on the work performed is the only requirement for receiving these funds.

I am requesting that the attached Resolution be placed on the April 19, 2017 Agenda of the Town Council. The Resolution authorizes you, as Mayor, to make application and contract with the Connecticut State Library to receive this funding for the Town.

these auditors for many years over several auditing contracts. A general discussion regarding the four prospective auditors ensued.

MOTION By Barbara Rossi

seconded by Eric Thompson

to **accept** the proposal of Blum Shapiro to provide auditing services for the Town of East Hartford for five one-year contracts as follows:

fiscal years ending June 30, 2013 (\$65,900), June 30, 2014 (\$65,900), June 30, 2015 (\$67,900), June 30, 2016 (\$69,900) and June 30, 2017 (\$69,900) contingent upon approval of the Town

Council for each year. Motion carried 3/0.

MOTION By Barbara Rossi

seconded by Eric Thompson

to **recommend** to the Town Council to appoint Blum Shapiro as the auditors for fiscal year 2012-2013 to perform required financial audits consistent with the most recent proposal of \$65,900.

Motion carried 3/0.

### **OLD BUSINESS**

None

### **ADJOURNMENT**

MOTION By Eric Thompson

seconded by Barbara Rossi to **adjourn** at 5:49 p.m. Motion carried 3/0.

C: Town Council
Mayor Leclerc
Mike Walsh, Finance Director
Joseph Carlson, Treasurer
Vanessa Rossitto, Blum Shapiro

Kalvet of Cosek

2017 APR 12 A 11: 12

### TOWN COUNCIL MAJORITY OFFICE

TOWN CLERK EAST HARTFORD

# REAL ESTATE ACQUISITION AND DISPOSITION COMMITTEE

APRIL 10, 2017

PRESENT Linda Russo, Chair; Councillors William P. Horan, Jr. (arrived 6:20 p.m.)

and Michael Kurker

ALSO Marcia Leclerc, Mayor

PRESENT Rich Gentile, Assistant Corporation Counsel

Tim Bockus, Public Works Director Henry Genga, State Representative

Harold Sparrow, President and CEO, YMCA

David Glissman, Attorney, YMCA

Todd Andrews, Vice President of Development, Goodwin College

Bryant Harrell, Vice President of Facilities & Technology, Goodwin College

### **CALL TO ORDER**

Chair Russo called the meeting to order at 5:33 p.m.

### **APPROVAL OF MINUTES**

### January 17, 2017 Minutes

MOTION By Mike Kurker

seconded by Linda Russo

to approve the minutes of the January 17, 2017 Real Estate Acquisition &

Disposition Committee meeting.

Motion carried 2/0.

### OPPORTUNITY FOR RESIDENTS TO SPEAK

None

### **NEW BUSINESS**

### 100 Woodlawn Circle

Rich Gentile, Assistant Corporation Counsel, initiated a discussion regarding the parcel of land known as 100 Woodlawn Circle and the desire of the YMCA to obtain it. Mayor Leclerc thought that it would be in the best interests of the town to sell the property to the YMCA. David Glissman, Attorney for the YMCA, suggested a purchase price of \$30,000

payable over a 10-year period. Mayor Leclerc indicated that, given the financial situation of the Town, she would like to see full payment within 3 years.

The YMCA would like to change the name of the Larson Center to the "Center of Excellence".

### MOTION

By Mike Kurker seconded by Linda Russo that this Committee:

- 1. Not seek bids with respect to the sale of 100 Woodlawn Circle (the "Property");
- Negotiate directly with the interested purchaser of the Property the Young Men's Christian Association of Metropolitan Hartford, Inc., (YMCA):
- 3. Recommend that the Town Council waive the appraisal requirement set forth in Town Ordinances 10-19(c); and
- 4. Recommend that the Town sell the Property by Quit Claim Deed to the YMCA for the sum of \$30,000.00 payable in four (4) installments as follows:
  - a. \$1,000 at closing;
  - b. \$9,000 on January 1, 2018;
  - c. \$10,000 on January 1, 2019; and
  - d. \$10,000 on January 1, 2020; such payment obligation to be evidenced by a promissory note and secured by a mortgage.
- 5. Recommend that such sale be subject to the following terms:
  - That this sale be submitted to the Town Planning and Zoning Commission pursuant to Connecticut General Statutes Section 8-24;
  - That the Town Council complies with the Public Hearing Requirements of Connecticut General Statutes Section 7-163e;and
  - c. That the Deed (or another document executed in recordable form) contain a right of first refusal in favor of the Town, at the purchase price (or, if less, the amount paid by the YMCA under the note to date) should the YMCA sell the property, fail to maintain operations at its facility across the street from the site, or use the Property for a use not associated with the operations at the Facility. This restriction will last for the term of the mortgage and note.

Motion carried 2/0.

### Easements to Goodwin College re: South Meadows Multi-use Recreational Trail

A discussion with Todd Andrews and Bryant Harrell was initiated to provide background on the need for the easements along the South Meadows for the College's multi-use recreational trail.

### MOTION

By Bill Horan

seconded by Mike Kurker

that this Committee recommends that the Town Council waive the appraisal requirement set forth in Town Ordinances Section 10-19(c) and grant an easement to Goodwin College, Inc. for its multi-use trail through seven parcels of land owned by the Town, the terms of such easement to be governed by the Easement agreement attached hereto subject to the following:

1. That this easement be submitted to the Town Planning and Zoning Commission pursuant to Connecticut General Statutes §8-24.

Motion carried 3/0.

### **OLD BUSINESS**

### 1252-1256 Main Street

Assistant Corporation Counsel Rich Gentile reported that all tenants have vacated the building and liens are in the process of being placed on the property by the Town for the cost of maintenance.

### **ADJOURNMENT**

MOTION

By Bill Horan

seconded by Mike Kurker to adjourn (6:44 p.m.) Motion carried 3/0.

cc:

Town Council

Marcia Leclerc, Mayor

Rich Gentile, Assistant Corporation Counsel

Tim Bockus, Public Works Director

Walust J. Chark

2017 APR 12 A II: 12

### TOWN COUNCIL MAJORITY OFFICE

TOWN CLERK

# REAL ESTATE ACQUISITION AND DISPOSITION COMMITTEE

APRIL 10, 2017

PRESENT

Linda Russo, Chair; Councillors William P. Horan, Jr. (arrived 6:20 p.m.)

and Michael Kurker

**ALSO** 

Marcia Leclerc, Mayor

**PRESENT** 

Rich Gentile, Assistant Corporation Counsel

Tim Bockus, Public Works Director Henry Genga, State Representative

Harold Sparrow, President and CEO, YMCA

David Glissman, Attorney, YMCA

Todd Andrews, Vice President of Development, Goodwin College

Bryant Harrell, Vice President of Facilities & Technology, Goodwin College

### CALL TO ORDER

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### January 17, 2017 Minutes

MOTION

By Mike Kurker

seconded by Linda Russo

to approve the minutes of the January 17, 2017 Real Estate Acquisition &

Disposition Committee meeting.

Motion carried 2/0.

### OPPORTUNITY FOR RESIDENTS TO SPEAK

None

### **NEW BUSINESS**

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Motion carried 2/0.

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1. That this easement be submitted to the Town Planning and Zoning Commission pursuant to Connecticut General Statutes §8-24.

Motion carried 3/0.

#### OLD BUSINESS

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#### **ADJOURNMENT**

MOTION

By Bill Horan

seconded by Mike Kurker to adjourn (6:44 p.m.) Motion carried 3/0.

cc:

Town Council

Marcia Leclerc, Mayor

Rich Gentile, Assistant Corporation Counsel

Tim Bockus, Public Works Director

## OFFICE OF CORPORATION COUNSEL

Date:

March 21, 2017

To

Mayor Marcia A. Leclerc

Cc:

Tim Bockus, Director of Public Works

From:

Richard Gentile

Re

Easement to Goodwin College, Inc. for use of Town Property in

connection with South Meadows Multi-Use Recreational Trail.

Goodwin College has planned a multi-use trail through the South Meadows. The planned trail requires a 30' easement across seven (7) parcels owned by the Town. These parcels are depicted on the attached survey. I have negotiated an easement agreement with Goodwin College's Counsel (attached). The easement clarifies Goodwin College's non-exclusive right to utilize the easement area, as well as its maintenance and indemnity obligations. Kindly forward this easement to the Town Council for inclusion on the agenda for the April 4, 2017 meeting as a referral to the Real Estate Acquisition and Disposition Committee.

## RECREATIONAL TRAIL EASEMENT EAST HARTFORD, CONNECTICUT

KNOW ALL MEN BY THESE PRESENTS that the Town of East Hartford, 740 Main Street, East Harford, Connecticut ("Grantor") for the consideration of One Dollar (\$1.00) and other good and valuable consideration received to its full satisfaction from Goodwin College, Inc., One Riverside Drive, East Hartford, Connecticut ("Grantee"), does give, grant, bargain, sell and confirm unto Grantee and its successors and permitted assigns forever a non-exclusive easement to construct, maintain, operate, use, alter, repair and replace a recreational trail in, through, on and under those certain pieces or parcels of land situated described in Exhibit A in the Town of East Hartford, County of Hartford and State of Connecticut known as the South Meadows being more particularly described as a 30 foot wide easement, running parallel to the Connecticut River ("the Parcels"). Said Parcels and the location of the 30 foot wide easement area are shown on a map entitled "South Meadows Multi-Use Recreational Trail, Easement Map, Showing Easements Granted to Goodwin College, Inc. Across Land N/F of the Town of East Hartford, Sheet No. C-01."

Within the Easement Area the Grantee shall have the right to construct, maintain, operate, use, alter, repair and replace a recreational trail and appurtenances thereto and right to enter on the land within said Easement Area at any time for the purpose of constructing, servicing, repairing or replacing said recreational trail or any material therein.

The Grantor reserves the right for themselves and their successors and assigns forever to use the land within said Easement Area for any use and purpose that does not unreasonably interfere with the use by the Grantee and its successors and permitted assigns, herein provided for. Further, Grantee agrees that it shall prohibit all motorized vehicles from use of the trail, except those vehicles used by: (i) the Grantee, its officials, employees, servants, contractors and agents, for maintenance and upkeep of the Trail; (ii) the Grantor, its official employees, agents, invitees, guest, contractors, subcontractors, licensees and vendors for governmental purposes.

The Grantee shall notify the Grantor, with at least five (5) days prior notice, of its intent to perform any work within said Easement Area, excepting therefrom an emergency condition that demands immediate attention or routine maintenance and repair. The Grantee in the performance of any Work with the Easement Area will provide appropriate and reasonable protective devices around all such Work to protect the Grantor's employees, officials, the public and all other who are lawfully on the premises of the Grantor.

In no event shall Grantee its officials, employees, servants, contractors, agents or invitees use the Easement in any manner or for any purpose (other than in a manner or for the purposes for which the Easement is herein granted) which shall in any way interfere with, detract from, or otherwise impair Grantor's use of the Parcels. The Grantee, its officials, employees, servants, contractors, agents, and invitees shall only use the Easement for educational or passive recreational purposes. Grantee, its officials, employees, servants, contractors, agents and invitees may not park vehicles of any type on the Easement. Grantee, its officials, employees, servants, contractors, agents, and invitees may not place or construct any buildings or structure (permanent or temporary) on the Easement Area, nor may Grantee, its officials, employees,

servants, contractors, agents, or invitees place or store any personal property, equipment or building materials on the Easement Area. Grantee, its officials, employees, servants, contractors, agents and invitees may not hunt or trap on the Easement Area, bring alcohol onto the Easement area, build fires, or use any type of outdoor cooking or heating equipment. This easement is not assignable without the permission of the Grantor. Grantee may not charge the public or any party for the use of the Easement Area. Notwithstanding the foregoing, Grantee may place directional, educational and other signage, trail improvements including concrete pads for benches, split rail fencing, benches, trash cans and other structures in the Easement Area normal and customary for a multi-use recreational trail as approved by the Town land use agencies.

Grantee will keep the Easement Area in a clean and safe condition. Grantee will remove all ashes, garbage, rubbish and other waste on a regular basis to keep the Easement Area in a clean and safe manner. Grantee will not destroy or damage any part of the Easement Area and will take all reasonable steps to ensure that Grantee, its officials, employees, servants, contractors, agents and invitees do not damage the Easement Area. Grantee will not clear any portion of the Easement Area without Grantor's permission and will take all reasonable steps to be certain that soil and plant disruption is minimal and repairable. Any environmental clean-up or remediation based on Grantee, its officials, employees, servants, contractors, agents, or invitees' use of the Easement area will be cleaned and or abated at Grantee's sole expense and liability. Notwithstanding the foregoing, Grantee may, as part of its maintenance and repair operations, perform regular maintenance to keep the trail clear and passable.

Grantee shall not use the Easement in any manner which is in violation of any federal, state or local law, statute, rule, regulation, code, or ordinance nor shall Grantee use the Easement in any manner which violates any permit issued by the Town of East Hartford or State of Connecticut. Grantee will not permit any other party to use the Easement in violation of any law, statute, rule, regulation, code, ordinance or permit. Grantee further covenants and agrees to obtain, at its own cost and expense, any and all appropriate governmental permits, and to pay any and all required fees, before exercising or continuing to exercise any of its rights pursuant to this Easement.

Grantee, its officials, employees, servants, contractors, agents and invitees' use of the Easement Area shall not create any threat to the safety outside of the Easement Area of any third party or of Grantor, Grantor's successors in title and any agents, invitees, guests, contractors, subcontractors, licensees, employees and vendors of Grantor or its successors and assigns.

Grantee recognizes that the Easement Area runs through a grouping of parcels primarily in the meadows and floodplains of East Hartford, along the Connecticut River. The boundaries of these parcels are not clearly marked. Notwithstanding the foregoing, Grantee will take all reasonable steps to ensure that Grantee do not trespass onto lands that abut these parcels which are not owned by the Grantor. Grantee agrees that the indemnity set forth below shall extend to any claims made with respect to Grantee, its officials, employees, servants, contractors, agents or invitees' entry onto, and/or damage of any kind or nature these abutting parcels.

By accepting this Easement, Grantee agrees that it will indemnify, defend and hold Grantor and its officials, employees, agents, invitees, guests, contactors, subcontractors, licensees and vendors harmless from all claims, damages, costs (including reasonable attorneys' fees and costs) and liabilities suffered because of (i) the breach of any representation, term or condition of this Easement; (ii) personal injury, bodily injury, property damage or death of any person or persons ;or (iii) environmental harm, contamination or damage to the Easement Area, the parcels on which the Easement is located and all abutting properties that may arise out of or as a consequence of any act or omission of Grantee or its agents, licensees, invitees, servants or employees in the exercise of the rights granted hereunder, excluding any claims, damages, costs or liabilities to the extent caused by the negligence or willful misconduct of Grantor.

Grantee agrees to obtain general liability insurance with limits of at least \$1,000,000.00 per occurrence/\$2,000,000 aggregate that provides coverage for personal injury, property damage, bodily injury and wrongful death. Grantee agrees to obtain business automobile liability insurance with a combined single limit of \$1,000,000. Said policies of insurance shall be specifically endorsed to name the Town of East Hartford and its elected officials, licensees, agents, servants, contractors, employees, volunteers and invitees as additional insureds; and shall be endorsed as primary to any insurance, including self-insurance of the Town of East Hartford. Said policies of insurance shall also be specifically endorsed to provide coverage for the agreement by the Grantee to indemnify, defend and hold harmless the Town of East Hartford, its elected officials, agents, servants and employees and volunteers described in this agreement. A copy of all certificatesof insurance shall be provided to the Town of East Hartford prior to the commencement of Agreement, and shall be provided to the Grantor annually thereafter.

This agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein.

The foregoing Easement shall burden the Parcels and the Easement Area and shall run with the land forever and shall be binding in perpetuity upon the parties, their heirs, successors and assigns.

TO HAVE AND TO HOLD the above-granted rights, privileges and authority unto the Grantee, its heirs, successors and assigns forever, to its and their own proper use and behoof.

2017.	N WITNESS WHEREO	F, the Grantor has hereunto set their hand this day of March,
Signed a	and delivered in the	TOWN OF EAST HARTFORD
Presence	e of:	
_		By
COUNT	TY OF HARTFORD )  On this day of March	s: at  1, 2017, before me, the undersigned officer, personally appeared ly authorized, signer and sealer of the foregoing instrument and free act and deed.
		Commissioner of the Superior Court Notary Public My Commission expires:

# EAST HARTFORD LIST OF PARCELS

# EXHIBIT A

Property Address	Owner Name	Owner Address	Owner Town	Owner State Owner Zip	Owner Zip
50 South Meadow Ln	Town of East Hartford	740 Main Street	East Hartford	CT	06108
54 South Meadow Ln	Town of East Hartford	740 Main Street	East Hartford	CT	06108
66 South Meadow Ln	Town of East Hartford	740 Main Street	East Hartford	CT	06108
31 South Meadow Ln Town of East Harfford	Town of East Hartford	740 Main Street	East Hartford	CT	06108
114 South Meadow Ln	114 South Meadow Ln Town of East Hartford	740 Main Street	East Hartford	$\mathbf{cr}$	06108
126 South Meadow Ln Town of East Hartford	Town of East Hartford	740 Main Street	East Hartford	CT	06108
134 South Meadow Ln Town of East F	Town of East Hartford	740 Main Street	East Hartford	CT	06108



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE:

April 3, 2017

TO:

Richard F. Kehoe, Chair

FROM:

Mayor Marcia A. Leclerc

RE:

REFERRAL: Real Estate Acquisition and Disposition Committee

Please refer to the Real Estate Acquisition and Disposition Committee the consideration of town ownership of 146 Prospect Street. The Estate of Betty Weisner would like to donate the property to the town of East Hartford.

Thank you.

APR 03 2017
TOWN OF EAST HARTFURD OFFICE OF THE MAYOR

1945 Main Street Glastonbury, CT 06033-2902 March 30, 2017

Mayor Leclerc Town Hall 740 Main Street East Hartford, CT 06108

Mayor Leclerc:

I am Executor of my aunt Betty Wiesner's Estate( see attachment). Betty resided at 116 Prospect Street, East Hartford for most of her life. Her Estate contains a 7.14 acre property at 146 Prospect Street, which is approximately 93% wetlands and near the Connecticut River. Please click on the following website and it will give you a clearer view of the 7.14-acre property. If you want an aerial view of the property, click on last icon in the upper right-hand corner of the map.

http://www.mapsonline.net/easthartfordct/index.html

As Executor, I am authorized to donate this parcel of land to the Town of East Hartford. This donation was supported by my aunt before her death in August, 2016.

Please inform me of your interest in this parcel. My home telephone number is: 860-633-6935 and my cell is: 860-882-2233.

Sincerely yours,

Lynn E. Powell

DECREE GRANTING ADMINISTRATION OR PROBATE OF WILL PC-260 REV. 1/13

#### STATE OF CONNECTICUT

KECORDED:

#### COURT OF PROBATE

COURT OF PROBATE, Glastonbury - Hebron Probate Court

DISTRICT NO. PD06

**ESTATE OF** 

BETTY A. WIESNER (16-0293) DECEASED

FIDUCIARY'S NAME AND ADDRESS

POSITION OF TRUST

Lynn E. Powell, 1945 Main Street, Glastonbury, CT 06033

Executor

At a court of probate held at the place and time of hearing set by the court on the petitioner's application for admission to probate of an instrument in writing purporting to be the Last Will and Testament of said decedent dated December 14, 2015, and for the appointment of the proposed fiduciary, and the issuance of letters testamentary, all as in the application more fully appears.

PRESENT: Hon. Sean Michael Peoples

#### After due hearing, THE COURT FINDS that:

The above-named decedent died on the following date August 23, 2016, domiciled at the time of death at The Hearth at Glastonbury, 281 Western Boulevard, Glastonbury, CT 06033 and having estate whereof administration appertains to this court, and administration of the estate ought to be granted.

All persons known to be interested in the proceedings have received notice of their right to request a hearing in a decedent's estate matter.

The fiduciary named above has accepted the position of trust designated above.

The fiduciary is excused by the will from giving probate bond.

#### And it is ORDERED AND DECREED that:

The will (and codicils, if any) is duly proved, and the same is approved and admitted to probate as the LAST WILL AND TESTAMENT of the deceased, and the fiduciary named above is approved, and letters testamentary are hereby issued to the fiduciary.

#### And it is further ORDERED AND DECREED that:

Within two months from the date hereof, the fiduciary shall file a true and complete inventory of all property of the estate of the deceased.

Within six months from the decedent's date of death, the fiduciary shall file the Connecticut Estate Tax Return.

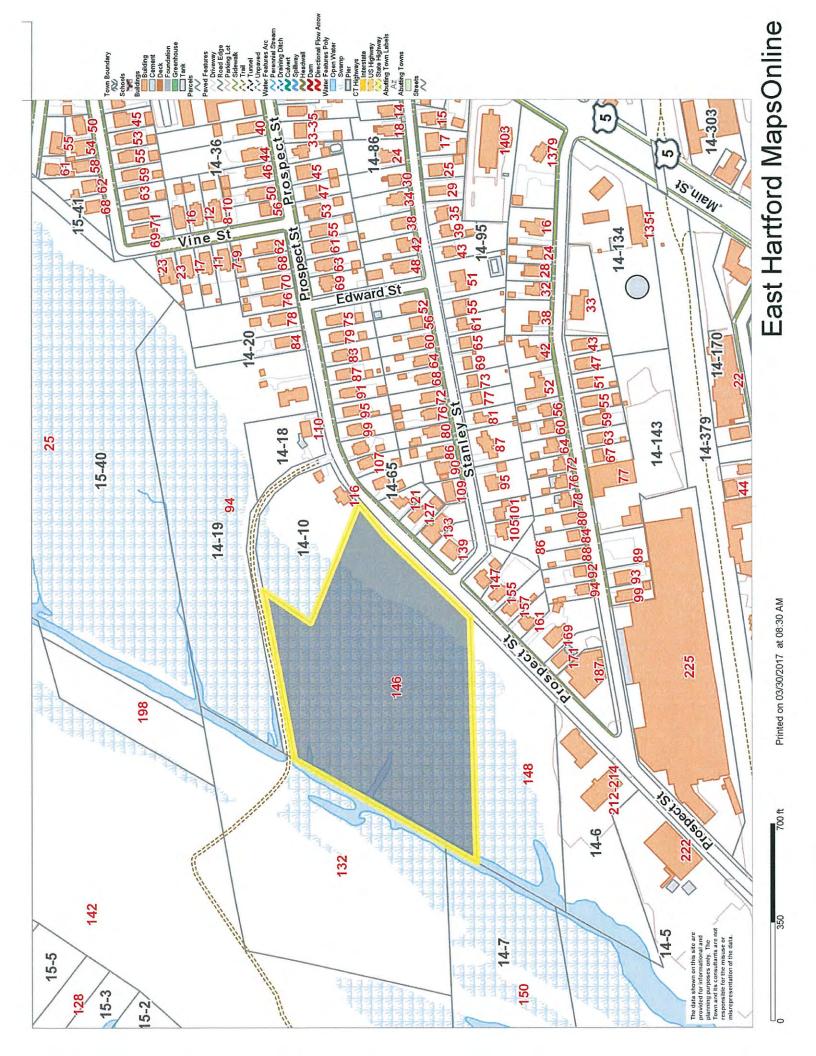
The fiduciary is allowed twelve months within which to settle the estate.

All claims against the above estate be presented pursuant to the provisions of C.G.S. Ch. 802b, Part VII.

Notice of this decree be given by the judge, clerk or assistant clerk by regular mail, not more than TEN days from the date hereof.

Dated at Glastonbury, Connecticut, on December 15, 2016.

Sean Michael Peoples, Judge



### **Town of East Hartford Property Summary Report**

#### 146 PROSPECT ST

MAP LOT: 14-9 CAMA PID: 11685

LOCATION: 146 PROSPECT ST

OWNER NAME: WIESNER BETTY A

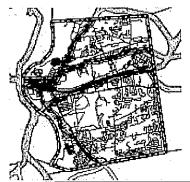


#### OWNER OF RECORD

WIESNER BETTY A

281 WESTERN BLVD APT 325

GLASTONBURY, CT 06033



LIVING AREA: null ZONING: R1 ACREAGE: 7.14

SALES HISTORY				
OWNER	BOOK / PAGE	SALE DATE	SALE PRICE	
WIESNER BETTY A	1948/ 238	16-Jan-2001	\$0.00	
WIESNER A MIRIAM & BETTY A	1413/ 319	02-Nov-1992	\$0.00	
WIESNER A MIRIAM & BETTY A ETAL	1403/ 181	08-Sep-1992	\$0.00	
WIESNER ELIZABETH M ETAL	868/ 166	01-Jan-1900	\$0.00	
WIESNER, RUDOLPH A EST OF ETAL	378/ 603		\$0.00	

CURRENT PARCEL ASSESSMENT					
TOTAL:	\$26,540.00	IMPROVEMENTS:	\$0.00	LAND:	\$26,540.00

ASSESSING HISTORY				
FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE	
2016	\$26,540.00	\$0.00	\$26,540.00	
2015	\$26,540.00	\$0.00	\$26,540.00	
2014	\$26,540.00	\$0.00	\$26,540.00	
2013	\$26,540.00	\$0.00	\$26,540.00	
2012	\$26,540.00	\$0.00	\$26,540.00	



Town of East Hartford PO BOX 150424 HARTFORD, CT 06115 (860) - 291 - 7250

#### **Payment Details**

Tax Payer Information

**Bill #:** 2015-1-0015411 (REAL ESTATE )

**Unique ID:** 00011685

District & Flag:

Name: WIESNER BETTY A

Address:

Property Location: 146 PROSPECT ST 14 9

Volume: Page:

Town Benefit: 0.00 Elderly Benefit (C): 0.00

		Bill Inform	ation as of 03/3	0/2017	
Due 1:	07/01/2016	Inst1:	\$608.56	Total Installment:	\$1,217.12
Due 2:	01/01/2017	Inst2:	\$608.56	Paid:	\$1,217.12
Due 3:		Inst3:	\$0.00	Tax/Princ/Bint Due:	\$0.00
Due 4:		Inst4:	\$0.00	Interest Due:	\$0.00
Assessment	\$26,540	Total:	\$1,217.12	Lien Due:	\$0.00
Exempt	\$0	Total Adjusti	\$0.00 nent:	Fee Due:	\$0.00
Net	\$26,540	Mill Rate	45.86	Total Due:	\$0.00
To Pay This Bill in Full:					\$0.00

Payment History						
Pay Date	Type	Tax/Principal	Interest	Lien	Fee	Total
02/22/2017	PAY	\$608.56	\$18.26	\$0.00	\$0.00	\$626.82
07/13/2016	PAY	\$608.56	\$0.00	\$0.00	\$0.00	\$608.56

* Total Payments made to taxes in 2016:	\$608.56

\* This is not a tax form, contact your financial advisor for information regarding tax reporting.

MARCIA A. LECLERC MAYOR

## TOWN OF FAST HARTFORD Police Department

TELEPHONE (860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM CHIEF OF POLICE Si School Street / East Hartford Connecticut 06108-2638

www.easthartfordct.gov

April 11, 2017

Richard F. Kehoe, Chairman East Hartford Town Council 740 Main Street East Hartford, CT 06108

Re: Outdoor Amusement Permit Application - "Gengras HD Spring Open House"

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by Gengras Motor Cars, Inc. by Mallory Craig, its Marketing & Events Coordinator. The applicant seeks to conduct a Spring Open House. Motorcycle rides will be offered by Gengras staff where riders will have the opportunity to take test rides and the event will also feature music, sales and vendors. The event will be held at 221 Governor Street, on the following day and time in 2017:

Saturday, April 29 9AM - 5PM with music from 12PM - 3PM.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The Offices of Corporation Counsel and Finance approve the application as submitted.

The Parks & Recreation, Fire, Public Works and Health Departments approve the application as submitted and state there are no anticipated costs to their Departments for this event.

The Police Department conducted a review of the application and the following comments/recommendations are made:

- The Police Department can provide adequate police protection for the event.
   The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- There are no anticipated costs to the Department for this event.

Respectfully submitted for your information.

Sincerely,

Scott M. Sansom Chief of Police DIC milt #003

Cc: Applicant

#### TOWN OF EAST HARTFORD POLICE DEPARTMENT



OUTDOOR AMUSEMENT PERMITS 31 SCHOOL STREET EAST HARTFORD, CT 06108-2638 (860) 528-4401

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom Chief of Police

#### THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event:

Gengras Harley-Davidson Spring Open House

2. Date(s) of Event:

April 29, 2017

3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):

Gengras Motor Cars, inc. 300 Ct Blvd, East Hartford, Ct. 06108 by Maltory Craig, Events Coordinator, cell 860-977-3499 work 860-727-6234 mcraig@gengras.net

 If <u>Applicant</u> is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.

Skip Gengras, Chip Gengras, Jonathan Gengras, Gengras Motorcycles. inc. 300 Connecticut Blvd, East Hartford, CT. 06108

5. List the location of the proposed amusement: (Name of facility and address)

Gengras H-D 221 Governor St. East Hartford, CT 06108

4/29: 9am-5pm

7. Provide a detailed description of the proposed amusement:

Open House with 2 vendors, live music, motorcycle stunt show contained to our rear parking area.

List the dates and hours of operation for each day (if location changes on a particular day, please list):

8.	Will music or other entertainment be provided wholly or partially outdoors?
	✓ Yes No
	<ul> <li>If 'YES,' during what days and hours will <u>music or entertainment</u> be provided (note: this is different from hours of operation)?</li> <li>12-3pm</li> </ul>
9.	What is the expected age group(s) of participants?
	18 and older. Some families
	What is the expected attendance at the proposed amusement: (If more than one performance, indicate time / day / date and anticipated attendance for each.)
	250-300 throughout day
	Provide a <u>despiled</u> description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:  a. Crowd size impact:
	crowd Inpact minimal. Ample parking on site
	b. Traffic control and flow plan at site & impact on surrounding / supporting streets:
	No impact expected, as we are easily accessible from multiple routes.
	c. Parking plan on site & impact on surrounding / supporting streets:
	Ample parking on site.
	d. Noise impact on neighborhood:
	Minimal as we are in a commercial zone, daytime event.
	e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:
	Gengras staff responsible for trash disposal.
	f. List expected general disruption to neighborhood's normal life and activities:
	none
	g. Other expected influence on surrounding neighborhood:
	none
	Provide a detailed plan for the following:  a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles: entrances will be clear as well as fire lanes in case of emergency.  b. Provisions for notification of proper authorities in the case of an emergency: Multiple on site phones are available in case of emergency c. Any provision for on-site emergency medical services: none
	d. Crowd control plan: Staff will guide attendees.  b. If on town property, the plan for the return of the anusement site to pre-amusement condition: N/A  f. Provision of sanitary facilities:
	On site indoor restrooms and porta potties and handwashing station. Will food be provided, served, or sold on site:
	Food available Yes No AND contact has been made with the East Hartford Health
	Department Yes V No. RM # 127, Revised 01-10-14 Page 2 of 4 pages

<ol> <li>Does the proposed amusement in attendees,</li> </ol>	volve the sale and/or provision of alcoholic	boverages to amusement
Yes No Alcoholic beve	eruges will be served / provided.	
If 'YES', describe, in detail, any a. For such sale or provision	and all arrangements and what procedures sion,	hall be employed:
b. To ensure that alcohol is	s not sold ar provided to minors or intoxicate	ed persons.
Check if copy of the liqu	uor permit, as required by State law, is inclu	ded with application.
<ol> <li>Include any other information wh should go here):</li> </ol>	ich the applicant deems relevant (ie: time w	aivers and fee waiver requests
CGS Sec. 53u-157. False Statement: Clas	A Missamanor	
pursuant to a form bearing notice, au punishable, which he does not believ the performance of his official duties  a. Fulse Statement is a Class A  b. The penalty for a Class A M fine not to exceed \$1,000, o		ments made therein are to mislead a public servant in to exceed one (1) year, or a
Mallory Anne Craig (Legal Name of Applicant)	Mallana A Conta	00/00/0047
(Applicant Signature)	Mallory A Craig	03/29/2017
Marketing d	(Printed Name)	(Date Signed)
(Send applicati	on electronically to cfrank@easthartfordct.g	ov)
FOR OFFICE USE		
Insurance Certificate Included; Liquor Permit Included; Certificate of Alcohol Liability Included; Time Waiver Request Included; Fee Waiver Request Included;	YES NO YES V NO YES V NO YES V NO YES V NO	119-
EHPD FORM # 127, Revised 01-10-14	Page 3 of 4 pages	

Received By: While and
Employee Number. 9019
Date & Time Signed: MACh 30, 207 9:35 AM
Time remaining before event:

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.



# TOWN OF EAST HARTFORD POLICE DEPARTMENT Outdoor Amusement Permits 31 School Street East Hartford, CT 06108 (860) 528-4401



Marcia A. Leclero Mayor

#### Administrative Review of Amusement Permit

Event D	ate:	April 29, 2017
Event:		Gengras HD Spring Open House
Applica	nt:	Gengras Motor Cars, Inc. by Mallory Craig, its Marketing & Events Coordinator.
		own Ordinance (TO) 5-3, a review of the application was completed and the following tion is made:
$\boxtimes$	1. 1	the application be approved as submitted.
		the application be revised, approved subject to the condition(s) set forth in the attached comments.
	3. 1	the application be disapproved for the reason(s) set forth in the attached comments.
	Hea Park Pub	Department Ith Department s & Recreation Department lic Works Department poration Counsel
Ø	Anti	cipated Cost(s) if known \$0
William Signatur		z, Assistant Fire Chief April 4, 2017
2.6	•	Bate

Comments:



# TOWN OF EAST HARTFORD POLICE DEPARTMENT Outdoor Amusement Permits 31 School Street East Hartford, CT 06108 (860) 528-4401

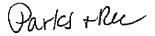


Marcia A. Leclero Mayor

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	3. the	application be disapproved for the reason(s) set forth in the attached comments.
	Health Parks & Public	partment Department  Recreation Department  Works Department ation Counsel
$\boxtimes$	Anticip	ated Cost(s) if known \$0
Signatur	efan	15. Some 1 4/4/17

Comments:





# TOWN OF EAST HARTFORD POLICE DEPARTMENT Outdoor Amusement Permits 31 School Street East Hartford, CT 06108 (860) 528-4401



Marcia A. Leclero Mayor

#### Administrative Review of Amusement Permit

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Event:			Gengras HD Spring Open House
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 x 	He Par Pu	alth I ks & blic V	partment Department Recreation Department Vorks Department tion Counsel
	An	ticipa	ted Cost(s) if known \$0.0
Ted F	rav	el	4/5/2017
Signatu	re		Date
Comme	<u>nts</u> :		

Public Works

#### Frank, Carol

From:

Bockus, Tim

Sent:

Friday, March 31, 2017 3:44 PM

To:

Frank, Carol

Subject:

RE: Gengras H-D Spring Open House

Attachments:

SCAN20170331144848.pdf

Carol,

I have reviewed this application and pursuant to Town Ordinance 5.3, I recommend it be approved.

There are no anticipated costs to the Department.

Tim Bockus Director of Public Works



Town of East Hartford 740 Main Street East Hartford, CT 06108

Phone (860)291-7372 tbockus@easthartfordct.gov

From: Frank, Carol

Sent: Thursday, March 30, 2017 10:13 AM

To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John

Cc: Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Wagner, Justin; Walsh,

Subject: Gengras H-D Spring Open House

Good morning all.

Attached please find a copy of the application and your Directors' Notice and Review in connection with the above captioned event.

\*This application was received 30 days prior to the event. In order to accommodate this event's placement before the Town Council meeting of April 19th, I am requesting that your reviews be returned to me in one week's time. Your attention in this matter is greatly appreciated.\*

Town Ordinance (TO)5-3 requires that certain department heads submit their comments regarding the proposed amusement. Can you kindly forward your administrative review of the Amusement Permit Application via e-mail or signed Administrative Review to my attention at the Police Department by no later than <u>Monday</u>, <u>April 10, 2017</u>.

#### Frank, Carol

From:

Gentile, Richard

Sent:

Tuesday, April 11, 2017 8:39 AM

To:

Frank, Carol

Subject:

RE: Gengras H-D Spring Open House

I have no comments or concerns. Rich

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108
860-291-7217
rpgentile@easthartfordct.gov

From: Frank, Carol

Sent: Tuesday, April 11, 2017 7:27 AM

To: Gentile, Richard

Subject: Gengras H-D Spring Open House

Good morning Rich.

Just a quick reminder that your review for the above captioned event was due yesterday. This is one of those events that need to be "rushed through" the process due the date it was received, the date of the event and the date(s) of the appropriate Council meetings. I only have April 19th available for this particular one. Your assistance would be very much appreciated.

I have attached a copy of the application and Directors' review sent on March 30th for your convenience. Thank you.

Regards,

Carol

Risk Mingmit

#### Frank, Carol

From:

Sullivan, Trent

Sent:

Monday, April 03, 2017 10:38 AM

To: Cc: Frank, Carol Walsh, Mike

Subject:

RE: Gengras H-D Spring Open House

Hi Carol – This event was reviewed/approved from a Risk/Finance perspective. I did have a question about medical response, but I see that Will Perez is listed, so he will address it if it were important. Thanks, Trent

From: Frank, Carol

Sent: Thursday, March 30, 2017 10:13 AM

To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John

Cc: Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Wagner, Justin; Walsh,

Mike

Subject: Gengras H-D Spring Open House

Good morning all.

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Please feel free to contact me with any questions or concerns you may have. Thank you.

Carol A. Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631 Fax: 860-610-6290

PO RWiew

#### Frank, Carol

From:

Hawkins, Mack

Sent:

Thursday, March 30, 2017 2:02 PM

To:

Frank, Carol

Subject:

RE: Gengras H-D Spring Open House

Carol,

I have reviewed the Outdoor Amusement Permit Application for the "H-D Spring Open House" for Gengras. I approve this permit. Please mark the Worksheet "EXTRA ATTENTION" for the day of the event.

Question - Do we know what the stunt show is?

Thank you,

Deputy Chief Mack S. Hawkins

Chief of Field Operations
East Hartford Police Department
31 School St.
East Hartford, CT 06108
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Frank, Carol

Sent: Thursday, March 30, 2017 10:13 AM

To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John

Cc: Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Wagner, Justin; Walsh,

Mike

Subject: Gengras H-D Spring Open House

Good morning all.

Insp. + Kernits

#### Frank, Carol

From:

Grew, Greg

Sent:

Thursday, March 30, 2017 12:34 PM

To:

Frank, Carol

Subject:

RE: Gengras H-D Spring Open House

Per Town Ordinance 5-3 my review and approval are not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA
Director of Inspections & Permits
(Building / Zoning / Property Maint.)
TOWN OF EAST HARTFORD
740 Main Street
East Hartford, CT 06108
Direct (860) 291-7345
Mobile (860) 874-8034
www.easthartfordct.gov/inspections-and-permits

From: Frank, Carol

Sent: Thursday, March 30, 2017 10:13 AM

To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John

Cc: Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; Litwin, Joshua; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Wagner, Justin; Walsh,

Mike

Subject: Gengras H-D Spring Open House

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Please feel free to contact me with any questions or concerns you may have. Thank you.

Carol A. Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108



#### TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE:

April 7, 2017

TO:

Richard F. Kehoe, Chair

FROM:

Mayor Marcia A. Leclerc

RE:

**RFERRAL: Refund of Taxes** 

I recommend that the Town Council approve a total refund of taxes in the amount of \$43,491.17 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the April 19, 2017 Town Council meeting.

Thank you.

C:

I. Laurenza, Tax Collector

M. Walsh, Finance Director

#### INTEROFFICE MEMORANDUM

TO:

MARCIA A LECLERC, MAYOR V

MICHAEL WALSH, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 4/7/2017

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 \$43,491.17. Please see attached listing.

Bill Name Name
1 CORELOGIC DR

Halvet J. Clark

OFFICE OF THE TOWN COUNCIL



DATE: April 12, 2017

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Wednesday, April 19, 2017 7:00 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Wednesday, April 19, 2017

7:00 p.m.

#### **Town Council Majority Office**

The purpose of the meeting is to meet in Executive Session to discuss contract negotiations between the Town of East Hartford and East Hartford Firefighters' Local 1548.

cc: Mayor Leclerc Mike Walsh, Finance Director Santiago Malave, Human Resources Director