

TOWN COUNCIL AGENDA
COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"
50 Chapman Place
EAST HARTFORD, CONNECTICUT
July 11, 2023

Public Hearing re: Fair Rent Commission Ordinance 7:15 PM- [Click here to join the meeting](#)

=====

This Town Council meeting is accessible through "Microsoft Teams" [929-235-8441](tel:929-235-8441)
Conference ID: 730 207 557# # or [Click here to join the meeting](#)

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. June 20, 2023 Executive Session
 - B. June 20, 2023 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Follow Up on CIRMA Valuation of Town Hall
 - B. Resignation/s from Boards and Commissions
 - C. Ordinance 10-3(c)- Disposition of Obsolete Town-Owned Gym Equipment by Police Department
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Authorization of Letter of Interest re: Port Eastside Project
 - B. Amendment to Agreement Between Department of Transportation and Town of East Hartford re: Funding of Municipal Roadways and Transportation Projects
 - C. Memorandum of Agreement with CT Foodshare re: Summer Meals Program
 - D. Connecticut Department of Health Prevention Block Grant
 - E. Connecticut Department of Health Per Capita Grant Allocation
 - F. Bid Waiver: Public Safety Radio Communication System Maintenance and Repair
 - G. Approval of Sale of Individual Tax Liens
 - H. Recommendation from Ordinance Committee re: Fair Rent and Quality Housing Commission Ordinance

- I. Recommendations from Personnel and Pensions Subcommittee
 - 1. Proposed Revisions of Job Descriptions
 - a. Case Worker I
 - b. Case Worker II
 - 2. Proposed Revisions of Job Descriptions and Pay Grade Adjustments
 - a. Account Clerk- Tax
 - b. Assistant Building Official- Electrical
 - c. Assistant Building Official
 - 3. Proposed Revisions of Job Descriptions, Pay Grade Adjustments and Changes in Title
 - a. Administrative Secretary II - Senior Services
 - b. Assistant Building Official- Plumbing and Mechanical
 - J. Approvals of Amusement Permit Applications
 - 1. Religious Community Outreach
 - 2. East Hartford Latin Festival
 - 3. National Night Out
 - K. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
- A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: August 1, 2023 at Community Cultural Center)

Community Cultural Center Room 111

June 20, 2023

EXECUTIVE SESSION

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

ALSO James Tallberg, Corporation Counsel
PRESENT Attorney Timothy Ward, McGann, Bartlett & Brown
Attorney Jonathan Reik, McGann, Bartlett & Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:00 p.m.

MOTION By John Morrison
seconded by Don Bell

to **go into** Executive Session to discuss:

A. The pending workers' compensation claim of former Town employee, Lydia
Sanabria.

B. The pending workers' compensation claim of Town employee Joseph Ficacelli
in conjunction with the pending third party action known as Ficacelli v Arroyo- Stulpin,
Docket No. HHD-CV-21-6135788-S.

Motion carried 9/0

MOTION By John Morrison
seconded by Don Bell

to **go back to** Regular Session.

Motion carried 9/0

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell

to **adjourn** at 7:18 p.m.

Motion carried 9/0

Attest 
Richard F. Kehoe
Town Council Chair

2023 JUN 21 AM 11:48
TOWN CLERK
EAST HARTFORD



EAST HARTFORD TOWN COUNCIL

COMMUNITY CULTURAL CENTER AUDITORIUM

June 20, 2023

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

ABSENT

ALSO Mayor Michael P. Walsh
PRESENT Melissa McCaw, Finance Director
Paul O’Sullivan, Grants Manager
Lieutenant Paul Neves, East Hartford Police Department
Alex Trujillo, Director of Public Works
Bruce Cohen, Building Division Supervisor (via Teams)
Justin Stanziale, Board of Education Facilities Manager (via Teams)

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:30 pm. The Chair stated that this meeting was also available to the public through the “Teams” platform.

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

AMENDMENTS TO THE AGENDA

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Walsh

- wished all a good evening
- Sounds of Summer, a series of concerts returns to Great River Park, 301 East River Drive Thursday evenings.
- East Hartford Commission on Aging has created a needs survey for senior residents. All East Hartford seniors ages 55 and older are encouraged to participate.
- East Hartford outdoor pools have opened Saturday, June 17. Parks and Recreation will be offering private and group swim lessons and other outdoor pool programming for the summer.
- Silver Lane Pedestrian Bridge ribbon-cutting is scheduled for June 21st at 10 am.
- The relocation process for the businesses at Silver Lane Plaza is underway.

APPROVAL OF MINUTES

June 6, 2023 Executive Session

MOTION By Sebrina Wilson
seconded by Don Bell

to **approve** the minutes of the June 6, 2023 Executive Session.

Motion carried 9/0

June 6, 2023 Regular Meeting

MOTION By Sebrina Wilson
seconded by Don Bell

to **approve** the minutes of the June 6, 2023 Regular Meeting.

Motion carried 9/0

COMMUNICATIONS AND PETITIONS

Presentation by Indigo Golf re: Update on East Hartford Golf Course

Ryan Phelps, Vice President of Operations for Indigo Partners and Bill Abbey, Golf Course Superintendent along with Alessandro Capossela, General Manager, East Hartford Golf Club provided a review of recent historical data and changes made at the East Hartford Golf Course. The majority of players who used the course in 2022 reside in Hartford County (85%) with 43.3% of participants from East Hartford. Overall reviews of the course experience have increased in positivity and are comparable to other area golf courses.

Fiscal year 2022 saw the highest number of participants play at the facility, as golf as a sport has gained in popularity as a result of the pandemic. The course has gained profitability due to the increased attendance and has benefitted from a mild and dry winter. Total Net Profit/Loss at the course forecasted to be a \$35,000 loss for 2022-23 vs. a \$110,000 loss in 21-22.

OLD BUSINESS

NEW BUSINESS

End of Fiscal Year 2022-2023

Melissa McCaw, Finance Director provided preliminary Fiscal Year 2023 financial results along with a summary of interdepartmental transfers to be approved by the Council. Overall, the revenues exceeded budgeted forecasts but there were unanticipated expenses that required additional funds to be transferred from fund balance. However, after all the transfers, the town's fund balance will increase. More definitive numbers will be available after the close of the fiscal year on June 30. The Town Council will need to transfer funds between departments – some departments spent less than budgeted and others incurred more expenses. And the Town Council needs to transfer funds from Fund Balance to pay for additional incurred expenses. However, once the finance books

close, it is anticipated that more surplus funds will be deposited in Fund Balance than were transferred tonight.

Interdepartmental Budget Transfers

MOTION By Don Bell
seconded by Tom Rup

to approve the interdepartmental transfers for fiscal year 2022-2023 consistent with the transfers listed in a memorandum from Finance Director Melissa McCaw to Mayor Michael P. Walsh dated June 15, 2023 totaling \$347,000 in transfers within the General Fund **as follows:**

The Town of East Hartford For the Fiscal Year Ending June 30, 2023 Year-End Budget Transfers		
General Fund To		
Account Number	Name	Amount
G2200 63230	Corp Counsel - Legal	50,000
G2200 63138	Corp Counsel - Contractual Services	30,000
G4100 63138	Development - Contractual Services	45,000
G9200 63402	Health - Social Services - Emergency Services	13,000
G2300 60110	Human Resources - Permanent Services	37,000
G2300 63129	Human Resources - Consultant Services	118,000
G9700 63228	Capital Improvement (Leases) - Escrow Fee	1,600
G2400 60121	Library - Temporary Services	19,000
G2100 60121	Mayor's Office - Temporary Services	4,400
G1300 62360	Registrar of Voters - Election Day Expenses	2,000
G1200 60121	Town Clerk - Temporary Services	5,000
G1100 60110	Town Council - Permanent Services	22,000
	TOTAL	347,000
General Fund From Account Number	Name	Amount
G9842 63138	Planning and Zoning - Contractual Services	22,000
G9600 63492	Contingency - Reserve for Contingency	20,000
G6100 60110	Inspections and Permits - Permanent Services	174,000
G6100 60121	Inspections and Permits - Temporary Services	16,000
G5203 60110	Police - Permanent Services	75,000
G9430 63138	Senior Services - Contractual Services	20,000
G2600 60110	Youth Services - Permanent Services	20,000
	TOTAL	347,000

Motion carried 9/0

Supplemental Budget Appropriation

MOTION By Don Bell
seconded by Tom Rup

to adopt the following resolution:

WHEREAS, the Town of East Hartford has experienced higher than budgeted costs for Corporation Counsel legal contractual and salary costs, Public Works contractual, utilities, and overtime costs, Benefits – Sick Leave Payouts for retirements and recurring Fire overtime expenses due to required minimum manning and the impact of vacancies, and

WHEREAS, these expenses have been or will be paid from the Town’s General Fund for the fiscal year ending June 30, 2023, and

WHEREAS, as a result of the aforementioned, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund a projected General Fund expenditure deficit in fiscal year 2022-23; and

WHEREAS, the Town Council approved the necessary \$21.6 million Town Hall Renovation project with a funding plan that contained the use of General Fund surpluses of \$600,000; and

WHEREAS, the Town of East Hartford currently projects a revenue surplus that is sufficient to fund these expenses and commitments;

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$2,748,000 from the Town’s current year revenues for the purpose of funding a fiscal year 2022-23 expenditure deficit and other requirements as listed below and does hereby amend the current 2022-23 fiscal year Operating Budget to reflect the attached Supplemental Revenue and Expenditure Appropriations.

G0370 40067	Property Taxes: Current Year Levy	1,000,000
G0350 42542	Municipal Revenue Sharing Account	648,000
G0320 51410	Miscellaneous Income: Interest Income	1,100,000

Total Revenue Appropriation	2,748,000
------------------------------------	------------------

G2200 60110	Corp Counsel - Permanent Services	78,000
G3200 60141	Finance – Empl. Benefits - Reserve for Severance	150,000
G5317 60141	Fire Suppression Overtime	970,000
G7100 64404	Public Works - Fleet Garage	100,000
G7200 60141	Public Works - Engineering - Overtime	100,000
G7400 63138	Public Works - Waste - Contractual Services	482,000
G7700 62321	Public Works - Fleet Services - Gasoline and Fuel	145,000
G7800 65251	Public Works - Building Maintenance - Natural Gas	123,000
G3100 67100	Finance - Transfer Out	600,000

Total Expenditure Appropriation

2,748,000

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

Town Administration Capital Reserve Fund Contribution for FY2023

MOTION By Don Bell
seconded by Travis Simpson

in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council **approve** the Town Administration's request to transfer \$600,000 or such lesser amounts to the Town Capital Reserve Fund as determined by the Finance Director and to expend \$600,000 or such lesser amount, as deposited, from the Town's Capital Reserve Fund appropriation for the purposes of funding the Town Hall Renovation project.

Motion carried 9/0

Bid Waiver: Sewer Pump Replacement at Department of Public Works Facility

MOTION By Awet Tsegai
seconded by Tom Rup

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council allow Mayor Michael P. Walsh to execute a contract with Mechanical & Pump Services, Inc. for the replacement of sewage pumps, controls and associated plumbing at the Public Works Facility at a cost of \$13,585.00.

Motion carried 9/0

Board of Education Capital Reserve Fund Contribution for FY2023

MOTION By Angie Parkinson
seconded by Travis Simpson

that in accordance with Section 10-38 of the Town of East Hartford Code of Ordinances, the Town Council approve the Board of Education's request to expend \$1,919,877 or such lesser amounts as deposited based on the proceeds as forwarded by the BOE from the Board of Education's Capital Reserve Account for the purposes of funding capital improvements and other general improvement projects which are all consistent with the projects contained in the district's approved Capital Improvement Plan.

Motion carried 9/0

FY 2023 Highway Safety Project Comprehensive DUI Enforcement Grant

MOTION By Harry Amadasun

seconded by John Morrison

to adopt the following resolution

WHEREAS; the Connecticut Department of Transportation (DOT) has made funds available for Comprehensive DUI Enforcement under the FY 2023 Highway Safety Project Grants, and,

WHEREAS; the East Hartford Police Department wishes to apply for these funds to reduce the number of crashes, injuries and fatalities from impaired driving through increased high-visibility DUI enforcement activities.

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Connecticut DOT as they pertain to this Highway Safety Project Comprehensive DUI Enforcement grant.

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

2023 Neighborhood Assistance Act Tax Credit Program Application

MOTION By Angie Parkinson
 seconded by Travis Simpson

to adopt the following resolution

WHEREAS, the Connecticut Neighborhood Assistance Act Tax Credit Program provides State of Connecticut tax credits to businesses who contribute to community programs benefiting low income or persons with disabilities in such areas as: job training, job education, community services, and energy conservation, and;

WHEREAS, fourteen proposals have been received from area agencies, listed on the 2023 State of Connecticut Neighborhood Assistance Act Proposal Summaries sheet as attached, and have requested to be included in the 2023 State of Connecticut tax credit program through the Town of East Hartford, and;

WHEREAS, a Public Hearing to present these applications was held on June 12, 2023, as required by the State of Connecticut.

NOW, THEREFORE, LET IT BE RESOLVED: That Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to forward these applications to the State of Connecticut Department of Revenue Services for their review and inclusion into the 2023 Neighborhood Assistance Act Tax Credit Program.

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

Setting of Public Hearing Date re: Fair Rent and Quality Housing Commission Ordinance

MOTION By Sebrina Wilson

seconded by John Morrison

to set a public hearing date of July 11, 2023 @ 7:15 pm in the Community Cultural Center Auditorium as well as via the Teams platform to hear public comment on the Fair Rent and Quality Housing Commission and the proposed addition of Sections 2-113e, 2-113f and 2-113g to the East Hartford Code of Ordinances with language that is consistent with the draft dated June 13, 2023 as recommended at the June 13, 2023 Ordinance Committee meeting.

Motion carried 9/0

Referrals to Personnel and Pensions Subcommittee

Proposed Revisions of Job Descriptions for Case Worker I and Case Worker II

MOTION By Awet Tsegai
seconded by Tom Rup

to refer to the Personnel & Pensions Subcommittee proposed revisions to job descriptions for the administrative positions of Case Worker I and Case Worker II as provided in a memo from Mayor Michael P. Walsh to Rich Kehoe, Town Council Chair dated June 13th, 2023 with instructions to review the positions and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Proposed Revisions of Job Descriptions and Pay Grade Adjustments for Account Clerk-Tax, Assistant Building Official- Electrical, and Assistant Building Official

MOTION By Awet Tsegai
seconded by Tom Rup

to refer to the Personnel & Pensions Subcommittee proposed revisions to job descriptions and pay grade adjustments for the administrative positions of Account Clerk- Tax, Assistant Building Official- Electrical, and Assistant Building Official as provided in memo from Mayor Michael P. Walsh to Rich Kehoe, Town Council Chair dated June 13th, 2023 with instructions to review the positions and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Proposed Revisions of Job Descriptions, Pay Grade Adjustments and Changes in Title for positions of Administrative Secretary II - Senior Services and Assistant Building Official- Plumbing and Mechanical

MOTION By Awet Tsegai
seconded by Tom Rup

to refer to the Personnel & Pensions Subcommittee proposed revisions to job descriptions, pay grade adjustments and changes in title for the administrative positions of Administrative Secretary II - Senior Services and Assistant Building Official- Plumbing and Mechanical as provided in memo from Mayor Michael P. Walsh to Rich Kehoe, Town Council Chair dated June 13th, 2023 with instructions to review the positions and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Appointments to Boards and Commissions

MOTION By Harry Amadasun
seconded by John Morrison

to **approve** the following appointments to Boards and Commissions:

Commission on Aging

James G. Sundin Jr.– 6 Suffolk Dr – term to expire 12/25

Public Building Commission

Angel Santiago – 700 Forbes Street – term to expire 12/23
Gary Roy – 61 Matthew Road – term to expire 12/23

Economic Development Commission

Shana Rohan – 53 Woodbridge Ave – term to expire 12/25

Motion carried 9/0

Amusement Permit Application: Diligence Training 4-year Anniversary

MOTION By Angie Parkinson
seconded by Travis Simpson

to **approve** the outdoor amusement permit application entitled “Diligence Training 4-year Anniversary” as submitted by Scott Sansom, Chief of Police, scheduled for Saturday June 24, 2023 from 11:00 am to 3:00 pm at 275 Park Avenue, and **waive the associated permit fee and time requirements**, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 9/0

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Simpson thanked the Administration for information regarding Veterans' benefits for residents provided to the Council.

Councillor Simpson also requested clarification regarding the recently appraised insurance value of Town Hall given the amount of money invested in renovations.

Councillor Morrison requested an update on the Fiber City project and the progress of the Town Hall Renovation. *Mayor Walsh stated that Town Hall is on schedule and on budget. The Mayor estimates Town departments will be back in the building by February 2024. With regards to the SiFi Project, the process has been delayed due to a change in vendors that will improve lawn restorations. The vendor estimates the project will still be completed in two years as projected, but the Mayor is unsure if the timeline is achievable.*

Councillor Amadasun thanked the Administration for their efforts to relocate the weekend's Juneteenth Celebration indoors to the Community Cultural Center due to the inclement weather.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

The pending workers' compensation claim of former Town employee, Lydia Sanabria.

MOTION By Sebrina Wilson
seconded by Tom Rup

to **accept** the recommendation of Corporation Counsel to fully and finally settle the pending workers' compensation claim of former Town employee, Lydia Sanabria, for a total sum of \$5,000.00.

Motion carried 9/0

The pending workers' compensation claim of Town employee Joseph Ficacelli in conjunction with the pending third party action known as Ficacelli v Arroyo-Stulpin, Docket No. HHD-CV-21-6135788-S.

MOTION By Sebrina Wilson
seconded by John Morrison

to **accept** the recommendation of Corporation Counsel to compromise the Town's workers' compensation lien in the amount of \$37,663.28 regarding Town employee, Joseph Ficacelli, to a total of \$30,000.00 in the third-party action known as Ficacelli v Arroyo-Stulpin, Docket No. HHD-CV-21-6135788-S.

Motion carried 9/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Walsh shared that there has been a recent change in CSEAU board leadership. A provision in the Union contract allows for reviews of compensation and a number of job descriptions are under evaluation to assure they remain competitive in the current market.

The Mayor also shared that Youth Services Director Cephus Nolan is retiring. As part of the administration’s restructuring plan to improve department efficiency an evaluation of positions within the Youth Services department is underway; including the possible introduction of a Police activities league.

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell

to **adjourn** (9:35 pm)

Motion carried 9/0

The Chair wished all a good evening and announced that the next regular meeting of the Town Council would be on July 11, 2023.

Attest _____
 Jason Marshall
 TOWN COUNCIL CLERK



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 7, 2023
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor
RE: COMMUNICATION: Town Hall Update

Please see the enclosed memo provided by Finance Director Melissa McCaw regarding the value of Town Hall on CIRMA statement of values.

Please place this item on the agenda for the Town Council meeting on July 11, 2023.

C: M. McCaw, Finance Director
C. Saseen, Risk Manager



MEMORANDUM

DATE: July 2, 2023

TO: Melissa McCaw, Director of Finance

FROM: Christine Sasen, Risk Manager

TELEPHONE: (860) 291-7244

RE: Value of Town Hall on CIRMA Statement of Values

Why did CIRMA have the value of the Town Hall Building at \$6,350,000?

- The Building Value of \$6,350,000 is from the last time CBIZ did valuations in 2008. \$183 per square foot was used in 2008. \$251 per square foot was used in 2022. The 2022 valuation was completed in February of 2022 and received by the Town in May of 2023. Please note that the Assessor Card for the Town Hall dated 6/22/2023 has the Replacement Cost of the Building at \$6,931,365.
- In the first 9 pages of the February 2022 CBIZ report explains how the valuation was determined for any location valued over \$250,000. The building value CBIZ determined for the Town Hall in February of 2022 is \$11,588,000. **This is prior to the renovation.** CIRMA also added on Increased Cost of Construction (ICC) this year in the amount of \$2,553,400 for a total Building Replacement Cost value of \$14,141,400. ICC is the cost to bring a damaged building up to current building code. Please note: this still does not include the full value of the renovation.
 - All the upgrades that are being completed at the Town Hall do not have a direct dollar for dollar correlation in the building value. Many of the improvements are the types that are “unseen”; such as upgrading HVAC, lighting, and hazardous materials abatement (to name a few). Of the 21M Town Hall budget, some of the line items are not insurable and would not be considered in the Replacement Cost value of the building, such as Demo & Hazard - \$1,230,389 and Site work & Landscaping - \$2,722,445

When Does CIRMA Complete a Re-Evaluation of Town and BOE Buildings?

- CIRMA dictates when to have properties revalued. The Town requested increases in building values in 2019 and CIRMA responded that this was not necessary given the extensive blanket limit property insurance coverage.
- The most important item of note is that the Town/BOE has blanket limit property insurance coverage. The blanket limit is the total of all building and content values for all Town/BOE locations. The current blanket limit on the 2023-2024 renewal is \$560,380,440. This means for any one loss to a specific building, the blanket limit of \$560,380,440 is available. Coverage is not limited to the valuation of the individual building.
- The total limit of \$560,380,440 is the annual policy limit and exhausted after the limit of \$560,380,440 is used during the annual policy year. Our policy effective dates run concurrent with the fiscal year.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 5, 2023
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh
RE: RESIGNATIONS: Boards and Commissions

Attached is a letter received by my office from the following boards or commission members stating their resignation from their respective board or commissions.

D Melissa-Sue John	Alternate	Planning and Zoning	12/24
---------------------------	------------------	----------------------------	--------------

Please place this resignation on the July 11th, 2023 Town Council agenda and share our appreciation as a community for the valuable service this member has provided by volunteering her time on the above mentioned commission.

C: R. Pasek, Town Clerk

Martin, Connor

From: Martin, Connor
Sent: Friday, June 23, 2023 2:48 PM
To: Martin, Connor
Subject: FW: East Hartford Zoning Regulations Rewrite - 9/28 Special Meeting Materials

From: Melissa-Sue John <melissasuejohn@gmail.com>
Sent: Wednesday, September 28, 2022 11:19 AM
To: Hnatuk, Steve <shnatuk@easthartfordct.gov>
Subject: Re: East Hartford Zoning Regulations Rewrite - 9/28 Special Meeting Materials

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

Hi Steve

I think I am going to have to resign from Planning and Zoning.

I work in West Hartford and I have meetings until 6pm so it is not possible for me to attend in person.

I really enjoyed learning about Zoning but unfortunately I cant make in person meetings. And whatever I commit to I put my all in and I haven't been able to do so here.

Please let me know to whom I should return the tablet. I can come in on Friday.

Thank you

Melissa



EAST HARTFORD POLICE DEPARTMENT MEMORANDUM



To: Connor Martin, Chief of Staff

From: Deputy Chief Robert Davis, Police Department

Date: July 6, 2023

Subject: **Gym Equipment Available from the Police Department**

The Town of East Hartford Human Resources Department recently provided the East Hartford Police Department Gym Committee with incentive money to purchase new equipment for the Police Department gym for employee wellness.

We upgraded our stair climber and our functional trainer. The elliptical machine was replaced with another piece of equipment. These three pieces of equipment no longer fit in the Police Department gym. This equipment is in working condition.

The Fire Department claimed the stair climber and the elliptical machine. The functional trainer is still available to any interested Town department.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 11, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: LETTER OF INTEREST: Port Eastside Project

I have previously updated the Town Council on the potential for large scale development along East River Drive and in the Founder's Plaza area (the "Port Eastside Project").

I am happy to report that the proposed developers, Port Eastside LLC, continue working on a plan to make this a reality. As the plan moves forward, the Town will be asked to play a critical role in marshalling benefits, including state grants, financing, tax incentives, and other Town services in connection with the Port Eastside Development.

The types of benefits that the Town can bring to the table are summarized in the attached draft letter of interest to Port Eastside LLC. The letter is non-binding, and clearly indicates that any and all future benefits are subject to Town Council approval. I would ask that the Town Council authorize me to sign the attached draft letter of interest. The Town Council may consider the following motion:

Move: That the Town Council authorize the Mayor to execute a non-binding letter of interest to Port Eastside LLC, in the form attached hereto, with the understanding that benefits provided in connection with the Port Eastside Project are subject to Town Council approval.

I will be available the night of July 11th to further update the Council and answer your questions.

C: R. Fitzgerald, Assistant Corporation Counsel

TAX INCREMENT FINANCING

A. GENERALLY

1. Tax increment financing (“TIF”) is a technique whereby the projected additional tax revenue created by the construction of the project (the “incremental taxes”) are used to pay the debt service on bonds issued to finance the project
 - a. See attached diagrams.
2. TIF is used to finance projects which a county, city, town (“Issuer”), for one reason or another, does not wish to finance with general obligation bonds. Commonly used in the South for condominium developments. Advantages include:
 - a. Issuer does not pledge its full faith and credit
 - b. Not counted against debt limitation
 - c. Not subject to voter referendum

B. KEY ASPECTS

1. Issuer’s Analysis:
 - a. Use GO bonds
 - i. Lower Issuer interest rate
 - ii. Counts against Issuer’s debt limit
 - iii. Construction risk, unless turnkey (Blueback Square garages)
 - iv. Issuer benefits from 100% of tax increment in excess of debt service
 - b. Use TIF bonds
 - i. No full faith and credit pledge, just TIF revenues
 - ii. Does not count against Issuer’s debt limit
 - iii. No construction risk to Issuer
 - iv. Higher interest rate due to construction risk
 - v. Secured by tax lien on specific properties within TIF district
 - vi. TIF bonds might be issued by District, depending on legislation

2. Timing

- a. Statutory program requirements
 - i. TIF projects generally authorized pursuant statutes to foster redevelopment and economic development
 - ii. Project must meet technical requirements of statute, which may include certain uses, investment requirements, job creation requirements, other
 - iii. Statutory requirements for development plans, public hearings and approvals can take time
 - iv. Environmental, zoning and building code requirements

3. Conditions to Issuance

- a. Stage of completion of project/lease commitments to support ability to pay
- b. Debt service coverage ratio provided by the tax increment
 - i. Projected tax increment ÷ debt service
- c. Alternate sources of funding debt service (e.g., assessments)
- d. Property owners ability to pay assessments, if pledged
- e. Construction completion guaranties, other guaranties
- f. Legal structure of the documentation

4. Municipal Benefits

- a. Partial TIF (e.g., Town gets base tax revenue and portion of incremental taxes)
- b. Town gets incremental taxes in excess of debt service on TIF bonds
- c. Building permit fees
- d. Personal property taxes (if not pledged)
- e. Real estate conveyance taxes
- f. Jobs, economic development activity

C. TAX EXEMPT FINANCING

1. Interest on bonds can qualify for tax exemption two different ways:

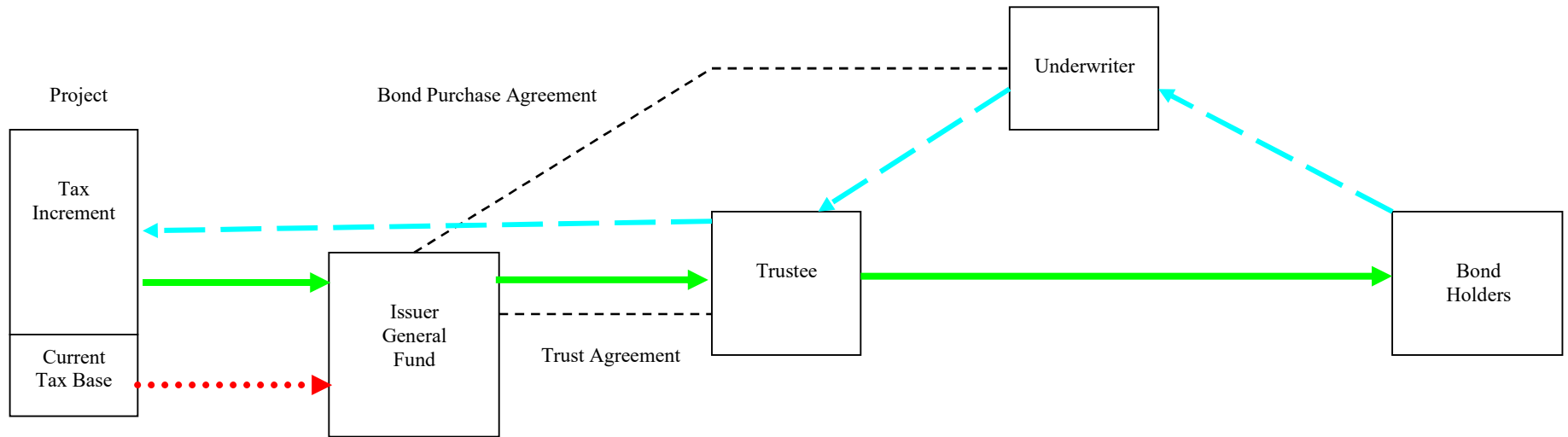
- a. No “private business use”
 - i. Improvements available to the general public
 - roads, sidewalks, parks, public parking, extension of utilities
 - ii. Traditional method, especially if statutes do not permit bonds for private use
- b. No “private security or payments”
 - i. Only “generally applicable taxes” used to repay bonds

- An enforced contribution exacted pursuant to legislative authority in the exercise of taxing power for the purpose of raising revenue for governmental purposes
 - Uniform tax rate applied to all persons of the same classification within the jurisdiction
 - Generally applicable manner of determination and collection
- ii. No “impermissible arrangements” regarding payment of the tax
- Agreement to be personally liable on tax that does not impose personal liability (i.e., no developer guarantees)
 - Providing additional credit support (e.g., third party guarantee)
 - Agreement to pay unanticipated tax shortfalls
 - Agreement regarding minimum market value of property subject to tax
 - Agreement not to challenge assessment or seek deferral of tax
- iii. Permissible arrangements
- Representations regarding the expected value of the property after improvement
 - Agreement to insure property
 - Agreement to restore property if damaged
 - PILOT agreements if payment commensurate with and not greater than statutory generally applicable tax and designated for public purpose; cannot be in exchange for use of tax-exempt financed property
2. If assessments used to further secured TIF bonds (impermissible arrangement), bond proceeds are required to be used for general public improvements
- a. Harbor Point, Great Pond
 - b. Legislation may also require bond proceeds to be used for general public improvements

D. NEXT STEPS

1. Engage underwriter specialized in TIF financing
 - a. Non-rated, limited offering
2. Appraisal, market study, tax revenue/assessment projection, engineer’s report on cost of public improvements, assessment plan

Tax Increment Financing



Legend:

Incremental Taxes



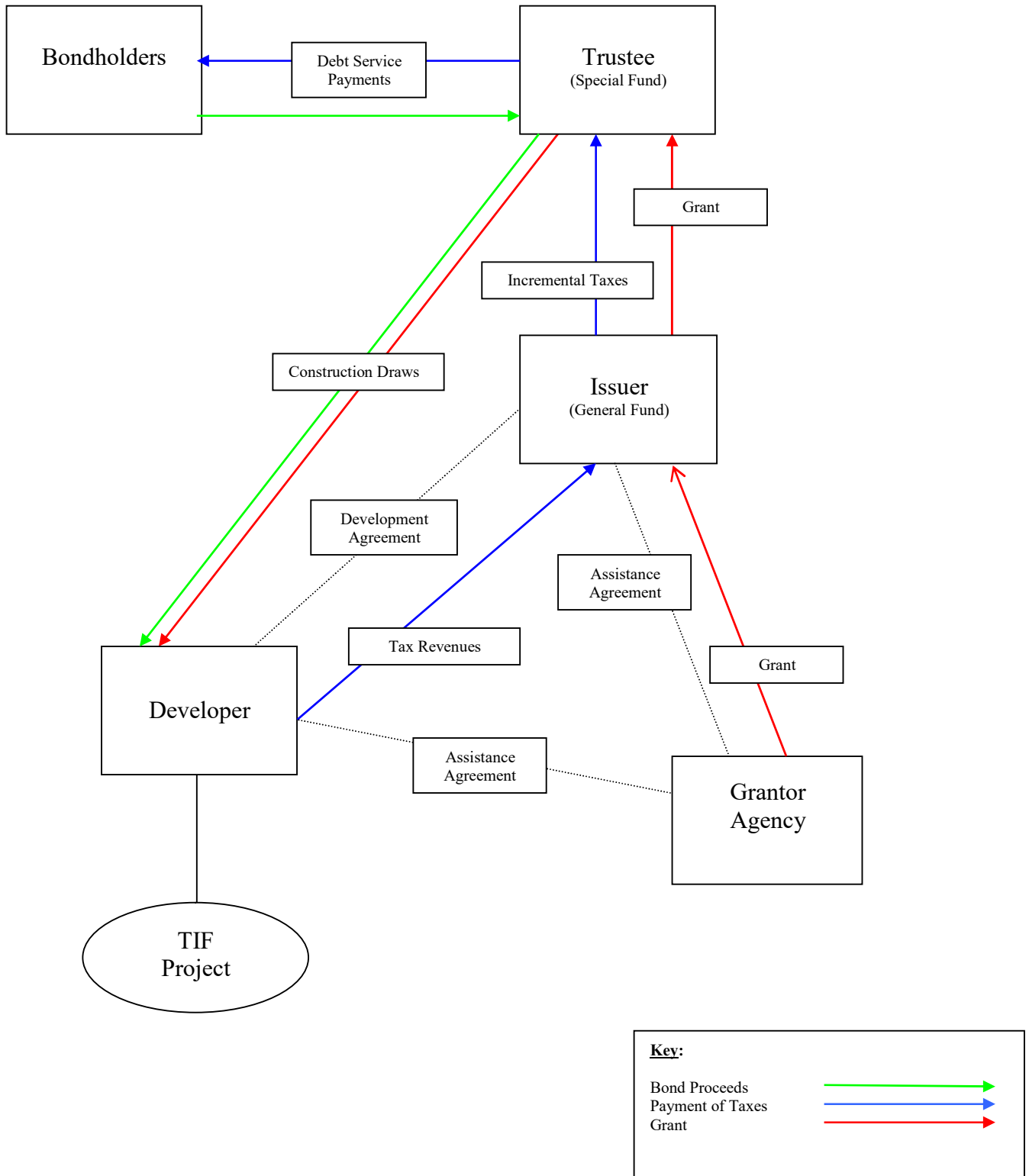
Base Taxes



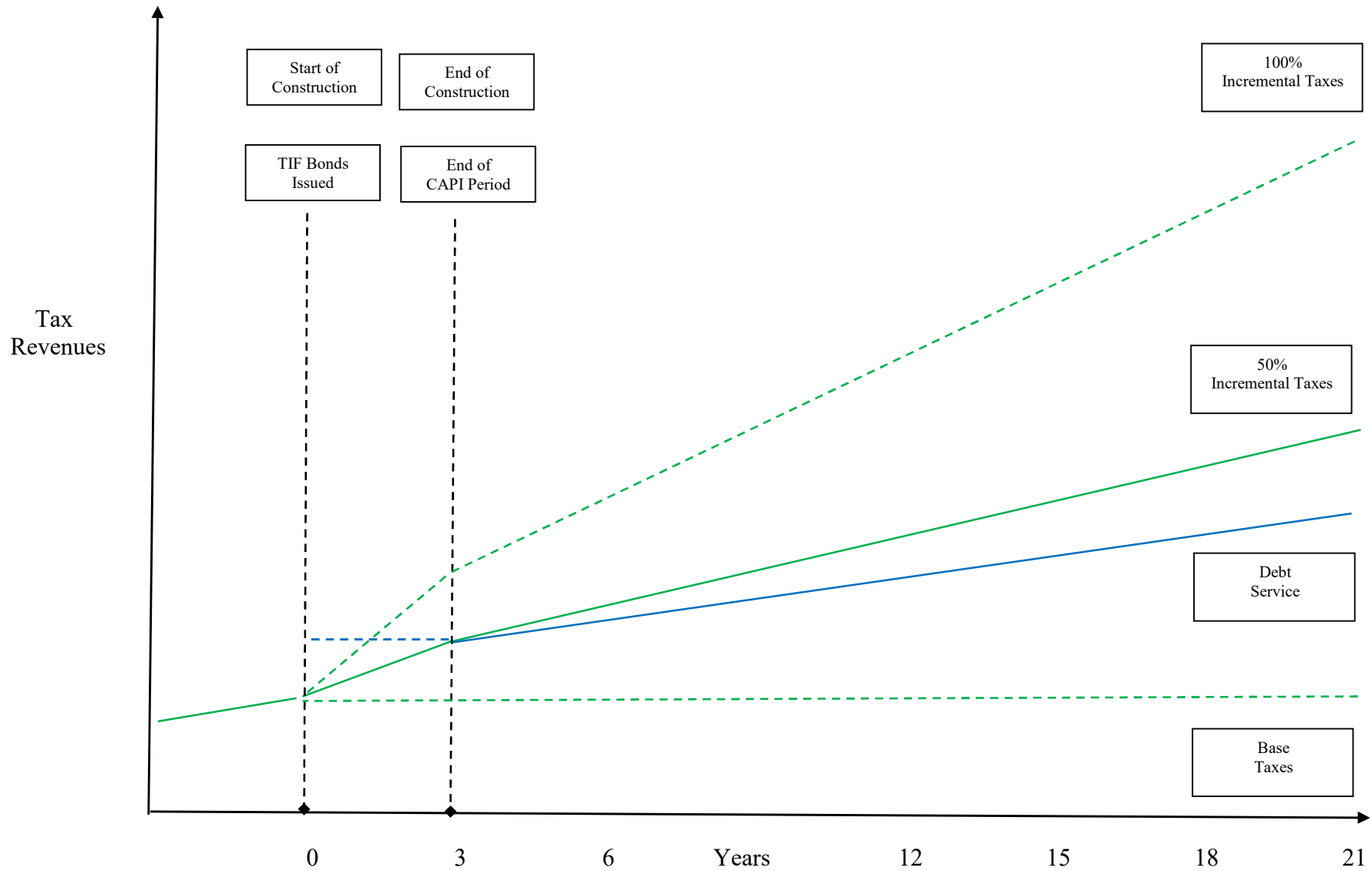
Bond proceeds



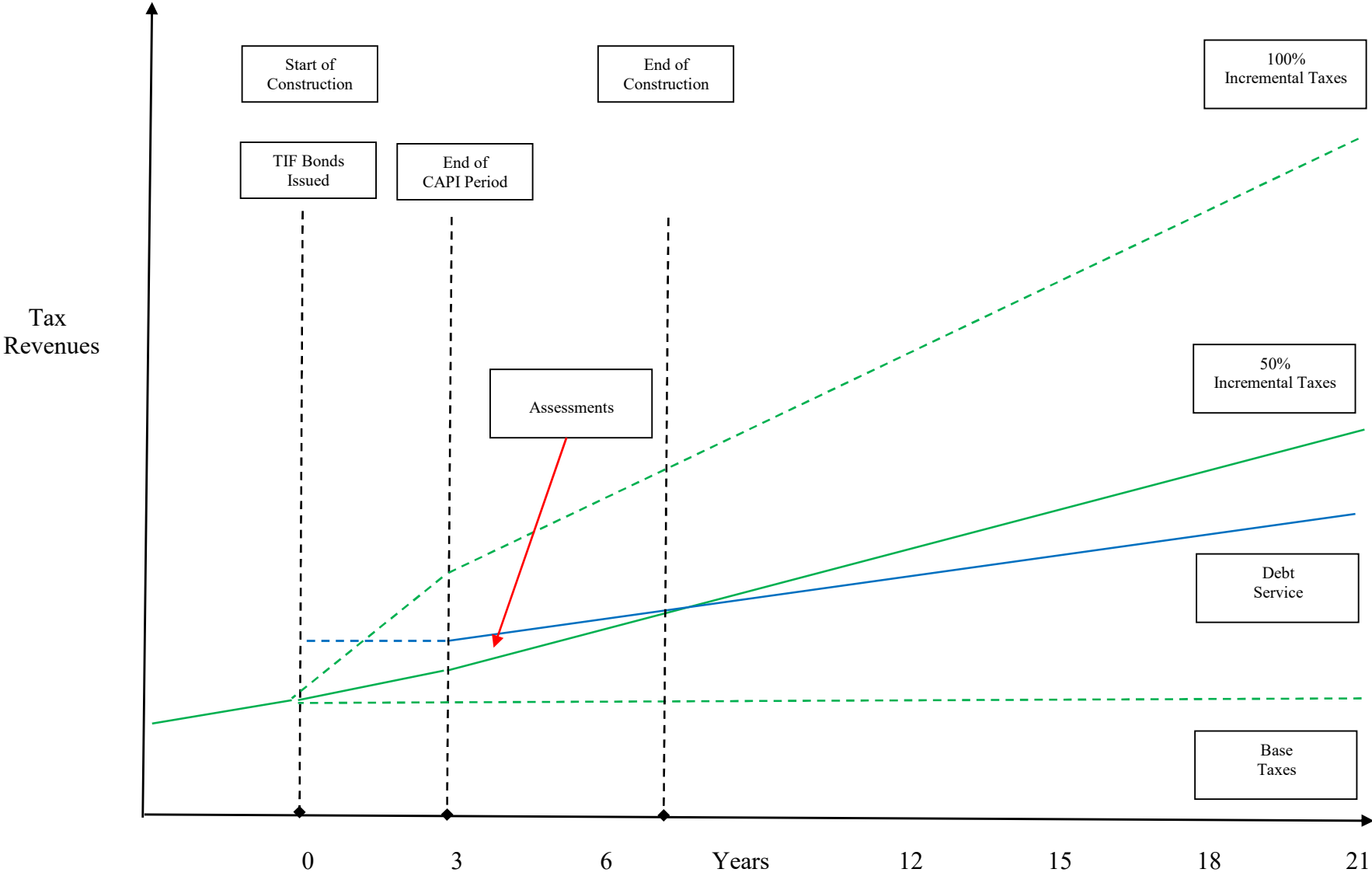
Tax Increment Financing (with Grant)



Tax Increment Financing (Perfect Scenario)



Tax Increment Financing (Need for Assessments)



MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7200

OFFICE OF THE MAYOR

740 Main Street
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

July 11, 2023

Port Eastside LLC
c/o Peter Roisman
433 South Main Street, Suite 112
West Hartford, CT 06110

Re: **Port Eastside Project**

Dear Mr. Roisman:

The Town of East Hartford, Connecticut (the "Town") is pleased to work with Port Eastside LLC (the "Developer") in the development of the project generally described below (the "Project"). As a political subdivision of the State of Connecticut, the Town can provide a host of benefits, including State grants, financing, tax incentives and services, for the development of the Project. Some of these benefits may be easier to obtain than others, and all of them are subject to Town Council approval. We look forward to working with you to determine which benefits we can pursue together.

Description of the Project

The Project will be located in the area bordered by Interstate 84 and Route 2 to the North, Pitkin Street and Jayce Street to the East, East River Drive to the South and the Connecticut River to the West (the "Project District"). The Project will be developed in phases, with the build out of infrastructure first, as set forth in the Phasing Plan Legend prepared by MBH Architecture, as follows:

Phase 1:

- Extension of East River Drive, widening of Hartland Street
- Demolition of 99 Founders Plaza (4 story office building and garage; asbestos; \$6.4 million)
- Demolition of 111 Founders Plaza (20 story office building; no sprinklers)
- Demolition of 300 East River Drive ("Red Thread" building, office, warehousing)

Phase 2:

- Build retaining wall, in-fill and landscaping

Phase 3:

Construction of raised greenway over East River Drive

Phase 4:

Development of 300 East River Drive (Medical Office Building, Retail, Housing, Parking Garage) and 111 Founders Plaza (residential, mixed use)

Phase 5:

Development of Parcels D, E and G on East River Drive (CCAT office)

Start Pedestrian Bridge across Connecticut River

Phase 6:

Development of Parcels K, J and F (entertainment venue)

Finish Pedestrian Bridge across Connecticut River

Below is a summary of some of the benefits the Town may be able to provide to the Partnership for the development of the Project.

Application for Grants

The Town has applied to the State for \$9 million of bond funds for demolition

Tax Increment Financing (“TIF”)

Tax increment financing (“TIF”) is a technique used to finance projects owned by private entities with tax-exempt financing. In a TIF, a portion of the additional property tax revenue created by the construction of the project is pledged to pay the debt service on bonds issued to finance the project. The bonds are considered “revenue bonds” and the only source of repayment is from the incremental tax revenue generated by the project. Features of all types of TIF include:

No voter referendum

No pledge of municipality’s full faith and credit

Bonds are not counted against the municipality’s debt limit

Longer term financing (usually 30 years or more)

Higher interest rates due to limited source of repayment and construction risk

Tax-exempt rates available if financed improvements available to the general public, such as streets, water supply, sewers and open space

Bonds can be refinanced at lower rates when ratio of incremental tax revenue to annual debt service is higher

The Connecticut General Statutes contain several provisions that allow for TIF. In addition, special legislation for “improvement districts” containing TIF has been used in

several Connecticut municipalities. The type of TIF available for the Project will depend on the desired governance of the district, the improvements to be financed, the statutory process and timing. Some features of each kind of TIF are described below:

Improvement Districts (Special Legislation)

Used successfully at Harbor Point (Stamford) and Great Pond (Windsor)

East Hartford adopted same kind of legislation for Rentschler Field Improvement District, but district does not encompass the Project area.

New legislation adopted by General Assembly would be required

15 or more people petition Town Council to establish district

District voters (property owners) determine board of directors (one appointed by Town), officers (President, Vice-President, Treasurer, Clerk), annual and regular meetings, quorum requirements, etc.

District has the same powers as a district under CGS Sections 7-324 to 7-329

District has the power to fix, revise, charge, collect, abate and forgive reasonable taxes, fees, rents and benefit assessments, and other charges for the cost of the improvements, financing costs, operating expenses and other services furnished or supplied to the district

District has the power to assess, levy and collect benefit assessments upon the land and buildings in the district which, in its judgment, are benefited by the improvements

Legislation provides for entering into an interlocal agreement with the municipality for the sharing of tax revenues and exchange of services in the district (road, street light, open space maintenance, snow plowing, garbage, etc.)

Legislation provides District with power to issue bonds payable from its share of taxes and benefit assessments

Types of improvements financed include street lights, trees, roads, sidewalks, drains, sewers and sewage treatment facilities, utility improvements and connections, parking facilities, open space, bulkhead repairs, dredging and construction, environmental remediation, other infrastructure improvements, recreational facilities, flood and erosion control systems, and community water systems

Establishing, maintaining and issuing bonds through a district using this type of legislation is more expensive than utilizing other forms of TIF

Tax Increment Districts (Chapter 105b, CGS Sections 7-339cc to 7-339kk)

Legislative body of a municipality may establish a tax increment district

Requires district master plan, including boundaries of the district, present and future uses of the property, a financial plan, and operation and maintenance

District master plan transmitted to planning commission for advisory opinion

Portion of the real property within district must meet one of the following conditions: (i) be in a substandard, insanitary, deteriorated, deteriorating or blighted area; (ii) in need of rehabilitation, redevelopment or conservation work; or (iii) be suitable for industrial, commercial, residential, mixed-use or retail uses, downtown development or transit-oriented development

Municipality has broad powers to assist the district, including (1) acquiring, constructing, operating and maintaining property, (2) executing contracts relating to the operation and maintenance of the district; (3) issuing bonds and other obligations of the municipality; and (4) entering into agreements with a taxpayer fixing the assessment of real estate within the district for a term not to exceed fifteen years. Benefit assessments against properties are also permitted

Bonds are to be issued by the municipality and may be secured by (1) the full faith and credit pledge of the municipality; (2) income, proceeds, revenues and property of the projects within the tax increment district, including the proceeds of grants, loans, advances or contributions from the federal government, the state or other source; (3) tax increment revenues or benefit assessments received by the municipality; or (4) any combination of the methods in subdivisions (1), (2) and (3)

Costs allowed to be financed include: (a)(i) the acquisition or construction of land, improvements, infrastructure, public ways, parks, buildings, structures, railings, street furniture, signs, landscaping, plantings, benches, trash receptacles, curbs, sidewalks, turnouts, recreational facilities, structured parking, transportation improvements, pedestrian improvements and other related improvements, fixtures and equipment for public use, (ii) the acquisition or construction of land, improvements, infrastructure, buildings, structures, including facades and signage, fixtures and equipment for industrial, commercial, residential, mixed-use or retail use or transit-oriented development, (iii) the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures and fixtures; (iv) environmental remediation; (v) site preparation and finishing work; and (vi) all fees and expenses associated with the capital cost of such improvements, including, but not limited to, licensing and permitting expenses and planning, engineering, architectural, testing, legal and accounting expenses; (b) financing costs, including, but not limited to, closing costs, issuance costs, reserve funds and capitalized interest; (c) real property assembly costs; (d) costs of technical and marketing assistance programs; (e) professional service costs, including, but not limited to, licensing, architectural, planning, engineering, development and legal

expenses; (f) maintenance and operation costs; (g) administrative costs, including, but not limited to, reasonable charges for the time spent by municipal employees, other agencies or third-party entities in connection with the implementation of a district master plan; and (h) organizational costs relating to the planning and the establishment of the tax increment district, including, but not limited to, the costs of conducting environmental impact and other studies and the costs of informing the public about the creation of tax increment districts and the implementation of the district master plan

Redevelopment Projects (Chapter 130, CGS Sections 8-124 to 8-139)

Rehabilitation or demolition of structures, construction of new structures, improvements or facilities, location or relocation of streets, parks and utilities

Project must be in area considered “deteriorated, deteriorating, substandard or detrimental to the safety, health, morals or welfare of the community”

Requires redevelopment plan and public hearings for approval of plan by redevelopment agency

Bonds are issued by the municipality and payable solely from and secured by: (a) a pledge of and lien upon any or all of the revenues and property of redevelopment project; (b) taxes or payments in lieu of taxes, or both, or (c) any combination of (a) and (b)

Municipal Development Projects (Chapter 132, CGS Sections 8-186 to 8-200b)

Similar to redevelopment projects above

For the assembly, improvement and disposition of land or buildings or both to be used principally for industrial or business purposes and includes vacated commercial plants

Business purpose includes, but is not limited to, any commercial, financial or retail enterprise and includes any enterprise which promotes tourism and any property that produces income

Vacated commercial plant is a building formerly used principally for a business or industrial purpose of which more than fifty percent of the usable floor space is, or which it is anticipated, within eighteen months, shall be, unused or substantially underutilized

Requires project plan and public hearings for approval of plan by development agency

Bonds are issued by the municipality and payable solely from and secured by: (a) a pledge of and lien upon any or all of the revenues and property of redevelopment project; (b) taxes or payments in lieu of taxes, or both, or (c) any combination of (a) and (b)

General Obligation Bond Financing

Under Connecticut General Statutes and the Town's Charter, the Town has the ability to issue general obligations bonds payable from the Town's general fund

Debt service on general obligation bonds directly impacts the Town's budget

Subject to voter referendum

Typically reserved for the Town's infrastructure needs (roads, flood control improvements, fire trucks, schools and other Town-owned facilities)

Under Internal Revenue Code, interest on the Town's bonds used for these purposes qualifies for exemption from Federal and State of Connecticut income taxes, resulting in a lower financing cost

Town typically issues general obligation bonds with a 10-year term

Tax Fixing Agreements

The Connecticut General Statutes have several provisions that allow a municipality to enter into an agreement with a property owner to reduce the amount of property taxes that would otherwise be due on real property. These types of agreements are referred to as "tax abatement" or "tax fixing" agreements.

Seven (7) year term, but can be for periods up to 20 years if the City and Town Development Act applies

Beneficial to property owners to reduce property taxes overall and/or during construction and lease-up periods when revenues are low

Can also be structured to prevent significant tax increase in year construction is completed

If property taxes will be used for financing purposes (see "Tax Increment Financing" above), tax fixing agreements generally not used since all or a portion of incremental taxes are needed to pay debt service on financing

Services District

Chapter 105a of the Connecticut General Statutes allows for the establishment of a special services district ("SSD"). An SSD can own, operate and maintain public or common improvements and provide all of the services which a municipality is authorized to provide, including construction, acquisition, leasing and operating parking facilities (but not education)

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7200

740 Main Street

OFFICE OF THE MAYOR

East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

Established by municipality by ordinance of legislative body

Majority of owners of real property within SSD and majority of assessed value within SSD must also adopt ordinance

Subdistricts may be established for different types of land uses or benefits

SSD ordinance provides for a tax levy on real property to carry out powers of the SSD, which is recommended to the municipality for collection with regular tax levy

SSD ordinance provides for Board of Commissioners, which adopt annual budget

Parking Authority

Chapter 100 of the Connecticut General Statutes allows municipalities to create parking authorities

May be a separate corporate body or an existing municipal department

Powers include the power to finance, construct, manage and maintain parking facilities and other off-street parking, establish and collect parking fees, and to own and collect revenue from parking meters

Parking authorities can issue revenue bonds to finance parking garages

Revenue bonds may require space/revenue commitments from the Partnership or tenants of the Project for issuance

Depending on the location and the expected use of such facilities, financing may qualify for tax-exempt rates

We look forward to discussing these potential benefits with you. Please contact us to arrange for a meeting at your convenience.

Very truly yours,

Town of East Hartford

By: _____

Michael P. Walsh, Mayor



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 11, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: Amendment to Agreement Between DOT and Town of East Hartford

The Mayor's Office has received a request from the State of Connecticut Department of Transportation to amend an agreement between the Town and the CT DOT that was entered into on August 1, 2013 ("Master Agreement") setting forth the responsibilities of the parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring July 31, 2023.

The aforementioned Master Agreement was approved by the council on July 16, 2013.

Please place this item on the agenda for the July 11, 2023 Town Council meeting.

C: R. Fitzgerald, Assistant Corporation Counsel

**AMENDMENT NO. 1
TO THE
MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS**

THIS AMENDMENT NO.1 TO THE MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS (“Amendment No. 1”) is entered into by and between the STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (“DOT”) and the TOWN OF EAST HARTFORD (“Municipality”). The DOT and the Municipality may each be referred to individually as a “Party,” and collectively as the “Parties”).

WHEREAS, the Parties entered into Agreement No. 04.19-01(13) dated August 1, 2013 (“Master Agreement”) setting forth the responsibilities of the Parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring July 31, 2023;

WHEREAS, the Parties are preparing an updated master municipal agreement for construction projects to go in effect in succession to the Master Agreement;

WHEREAS, the Parties wish to extend the term of the Master Agreement until the effective date of the successor agreement to ensure there is no lapse in ability to issue PALs for projects; and

WHEREAS, the Commissioner is authorized to enter into this Amendment No. 1 pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. All capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Master Agreement.
2. This Amendment No. 1 shall become effective upon execution by the Parties.
3. The Term of the Master Agreement shall extend for one (1) year through July 31, 2024, or until the effective date of the successor agreement, whichever occurs earlier (“Extension Term”).
4. If the Parties do not finalize a successor agreement by July 31, 2024, the Agreement shall expire. While in-progress PALs will remain in effect pursuant to Section 13.4(a), no new PALs shall be issued to the Municipality.
5. The Municipality shall comply with the State of Connecticut Required Provisions attached to this Amendment No. 1 and hereby incorporated into the Master Agreement as Schedule N.

6. All other terms and conditions of the Master Agreement not explicitly modified in this Amendment No.1 remain in full force and effect.

The Parties execute this Amendment No. 1 by their duly authorized representatives on the date indicated.

**STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
GARRETT EUCALITTO, COMMISSIONER**

By: _____ Date _____
Scott A. Hill, P.E.
Bureau Chief
Bureau of Engineering & Construction
Duly Authorized

TOWN OF EAST HARTFORD

By: _____ Date _____
Michael Walsh
Mayor
Duly Authorized

Schedule N

STATE OF CONNECTICUT REQUIRED PROVISIONS

For the purposes of this Schedule, references to “contract” or “Contract” mean the Master Agreement, and references to “contractor” or “Contractor” mean the Municipality.”

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Executive Orders and Other Enactments

As of the Effective Date of Amendment No. 1, Section 1 of Schedule K is deleted in its entirety and replaced with the following provision:

All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT’s authority to require compliance with the Enactments.

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated

**MASTER MUNICIPAL AGREEMENT
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the TOWN OF EAST HARTFORD, 740 Main Street, East Hartford, Connecticut 06108 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

Master Municipal Agreement for Construction Projects

1.3 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.4 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.5 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.7 "Contingencies" means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT's determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.8 "Construction Project" means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality's behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.

1.9 "Contract Items" means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

1.10 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.11 "Depreciation Reserve Credit" means the credit for the used life of the replaced utility facility when a new facility is installed.

1.12 "Design Services During Construction" means design services required during the construction phase, with the DOT's prior approval, which may include, but are not limited to,

Master Municipal Agreement for Construction Projects

construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed

Master Municipal Agreement for Construction Projects

necessary by the DOT.

1.21 "Inspection Consultant" means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 "Municipal Project" means a project undertaken by the Municipality for improvements on locally-maintained roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.23 "Nonparticipating Items" means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration ("FHWA"), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 "Official Notice" means notice given from one Party to the other in accordance with Article 14.

1.25 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.26 "Prime Contractor" means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 "Project Amount" means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT's issuance of the PAL.

1.28 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

1.29 "Small Business Enterprise (SBE)" has the meaning defined in Schedule F.

1.30 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule G.

1.31 "Special Provisions" means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and

Master Municipal Agreement for Construction Projects

Incidental Construction (Form 816)," Connecticut Department of Transportation (July 2010), as may be revised.

1.33 "Term" means the duration of the Master Agreement.

1.34 "Transportation Enhancement Facilities" means the facilities provided as a result of transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised).

1.35 "Transportation Facilities" means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Enhancement Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Construction Projects.

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL," which serves to acknowledge the Municipality's receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with the PAL and this Master Agreement). The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT.

2.3 **Designated Official.** The Municipality herein represents that the Mayor of the Town of East Hartford is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the parties must amend this section by

Master Municipal Agreement for Construction Projects

mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each party.

2.4 Obligations of Municipality. Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to use the Funding to complete the same.

2.5 Revisions to the PAL. Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Supplemental PAL." The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project and will control.

Article 3. Municipality-Administered Construction Projects. When the Municipality is responsible for Administering the Construction Project, the sections of this Article 3 apply.

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;
- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Construction Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;
- (e) the Project Amount; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:
 - (1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities,

Master Municipal Agreement for Construction Projects

the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

- (2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or
- (3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

3.2 Authorization to Award and Authorization to Proceed.

(a) The Municipality shall not commence to Administer the Construction Project until it has received from the DOT an Authorization to Award Notice or an Authorization to Proceed Notice when the Municipality is, respectively, hiring a Prime Contractor or electing to perform work with its own staff. The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official.

(b) The Municipality shall not have the Prime Contractor or the Municipality's staff commence construction work on the Construction Project until the Municipality has received from the DOT an Authorization to Award Notice or Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Construction Project.

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient manpower, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

Master Municipal Agreement for Construction Projects

(d) With respect to any Construction Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Construction Project are entirely ineligible for reimbursement with federal funds.

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

3.4 Engaging a Prime Contractor.

(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (January 2010), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2008), as may be revised ("Municipality Manual").

(b) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

3.5 **Pre-Award Requirements and Documentation.** The Municipality shall require the low bidder to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities. The pre-award requirements include, but are not limited to:

Master Municipal Agreement for Construction Projects

- (a) Required documentation applicable to any assigned affirmative action goal, e.g., DBE, SBE, or SBPPP goal, including, but not limited to, the Affirmative Action program certification;
- (b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form "Anticipated Source of Materials (CON-83)," as revised;
- (d) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form ("OSHA Compliance Form RFP-12 New 6/98"), as revised;
- (e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and
- (f) Any other documentation requested by the DOT or federal government as pre-award requirements.

3.6 Approval to Award Contract(s).

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any construction orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure

Master Municipal Agreement for Construction Projects

compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

3.7 Changes in Scope. Extensions of Time. The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

3.8 Design Services During Construction. The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

3.9 Inspection Activities. The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2011), as may be revised.

- (1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2008) as may be revised, when determining the required qualifications of the Inspection Consultant.

Master Municipal Agreement for Construction Projects

- (2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full time employee of the Municipality to be in responsible charge of the Construction Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

3.10 Additional Administration Responsibilities. The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

3.11 Inadequate Administration. If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

3.12 Federal and State Required Contract Provisions.

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following attachments, each as may be revised:

- (1) "State and Federal Workforce Utilization Goals," attached at Schedule B, including Appendix A which is applicable to Construction Projects that are funded by the state government (with no federal participation in Funding), and Appendix B which is applicable to Construction Projects that receive federal participation in Funding;
- (2) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule C; and

Master Municipal Agreement for Construction Projects

(3) FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," (2012), attached at Schedule D, which is applicable to Construction Projects that receive federal participation in Funding.

(b) The Municipality's failure to comply with any requirement within this section 3.12 may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

3.13 Affirmative Action (AA) Goals & On-the-Job Training Requirement.

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the "Special Provision, Disadvantaged Business Enterprises" (2012), as may be revised, the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)" (2012), as may be revised, or the "Special Provisions, Small Business Participation Pilot Program" (2012), as may be revised, which are attached at Schedules E, F & G, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within such contract(s) requiring compliance with the AA Requirements and attach a copy of the applicable AA Requirements provided at Schedule E, F or G to such contract(s).

(b) The Municipality acknowledges that with respect to any Construction Project that receives federal participation in Funding, the Construction Project may be subject to an On the Job Training (OJT) requirement and the "On-the-Job Training Program Special Provision" (2012) as may be revised, attached at Schedule H. The Municipality agrees that upon receiving notice from the DOT of the OJT requirement, the Municipality will include the OJT requirement in its contract with the Prime Contractor and attach a copy of Schedule H to the contract.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state or federal authorized agencies, to impose additional AA requirements upon and obtain certain assurances from the Prime Contractor, and, where applicable, the Inspection Consultant. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor, and, where applicable, the Inspection Consultant, at the direction of the DOT.

(d) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 3.13 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

3.14 Inspection Consultant Fees and Auditing Requirements.

Master Municipal Agreement for Construction Projects

(a) With respect to any contract with an Inspection Consultant, the Municipality shall comply with Policy No. F&A-30, dated April 12, 2006 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule I. The Municipality shall utilize the guidelines stipulated in Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, attached at Schedule J, when applicable, in accordance with Policy No. F&A-30.

(b) With respect to Construction Projects that receive federal Funding, the Municipality shall comply with, and require the Inspection Consultant and, if applicable, the Consulting Engineer, to comply with, the audit requirements set forth in 48 CFR Part 31 and 23 CFR Part 172, as may be revised.

3.15 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT and federal laws and regulations and the current version of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) The Municipality Manual;
- (4) Pamphlet for Monitoring Performance and Payment Requests for Consultants, State of Connecticut Department of Transportation (1994);
- (5) QA Program for Materials Acceptance and Assurance Testing Policies and Procedures, at Chapter 8, entitled "Minimum Schedule for Acceptance Testing," Connecticut Department of Transportation (2009);
- (6) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (7) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all provisions contained

Master Municipal Agreement for Construction Projects

therein into its contract(s) with the Prime Contractor and, if applicable, the Inspection Consultant, for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

3.16 Maintenance of Records On-Site. The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

3.17 DOT-provided Services. If the Construction Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Construction Project, and such inspections shall be deemed DOT-provided Services.

3.18 Demand Deposit Requirement; Depreciation Reserve Credit.

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

3.19 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Construction Project and then shall seek from the DOT reimbursement for approved costs.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, material purchases made by the Municipality, and reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the

Master Municipal Agreement for Construction Projects

DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Construction Project and fringe benefits associated with payroll.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Construction Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Construction Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Construction Project, nor relieve the Municipality from any liability related to its breach.

(d) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Construction Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher") as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

3.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

3.22 **Extra Work.**

(a) The PAL will provide a line item category for Extra Work to set-aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Construction Project.

(b) If the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT of the type and scope of the Extra Work and the associated costs prior to the

Master Municipal Agreement for Construction Projects

Municipality authorizing performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable.

- (c) Once approved in writing by the DOT, the Extra Work will be funded as follows:
- (1) If the Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
 - (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, the DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

3.23 Funding of Additional DOT-Approved Costs upon Final Audit.

(a) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT or if, pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

3.24 Semi-Final and Final Inspections.

(a) Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project. The Municipality shall notify the DOT in writing that the work is complete and ready for inspection by the DOT.

(b) Within one hundred twenty (120) calendar days of the final acceptance of the physical work by the Municipality and the DOT, the Municipality shall submit to the DOT the required documents as set forth in the Municipality Manual. The Municipality shall be available, and if

Master Municipal Agreement for Construction Projects

applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.

(a) Suspension, Postponement, or Termination by the DOT.

- (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
- (2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

- (1) The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
- (2) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

Master Municipal Agreement for Construction Projects

(c) **Funding of Acceptable Work.** Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without

Master Municipal Agreement for Construction Projects

reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Construction Projects. When the DOT is responsible for Administering the Construction Project, the sections of this Article 4 apply.

4.1 Content of the PAL. The DOT shall issue a PAL to the Municipality which will set forth, at least:

(a) the funding source, the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the estimated cost for all work under the Construction Project;

(c) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project; and

(d) the Project Amount.

4.2 Engaging a Prime Contractor. The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

4.3 DOT to Perform and Complete the Construction Project. The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

4.4 Copies of Plans and Specifications. Upon the completion of the design phase, prior to

Master Municipal Agreement for Construction Projects

commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

4.5 Design Services During Construction - Municipality-provided. When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

(1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.

(2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

4.6 Municipal Contact Person. The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

4.7 Reimbursement for Value of Municipality-Owned Utility Facility. Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

4.8 Semi-Final and Final Inspections. The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the

Master Municipal Agreement for Construction Projects

Construction Project.

4.9 Suspension, Postponement, or Termination of a DOT-Administered Construction Project.

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Construction Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Construction Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Construction Project.

(c) In the case of a Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination of the Construction Project, including but not limited to, DOT oversight services for the Construction Project.

4.10 Responsibility for Design Phase Errors or Omissions. With respect to a Municipal Project for which the Municipality was responsible for undertaking the design phase at its sole expense (without DOT or federal funding), the Municipality assumes all responsibility for any damages, including but not limited to delay damages, during the construction phase that are a result of the errors or omissions or negligence of the Municipality or its consultant(s) in the design of the Municipal Project. The DOT, even while Administrating the Construction Project, shall have no responsibility with respect to such damages, and the Municipality agrees to indemnify, hold harmless and defend the DOT as more particularly described in Article 16.

Article 5. Utilities and Highway Right-of-Way.

5.1 Relocation. Where the Construction Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust

Master Municipal Agreement for Construction Projects

or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Construction Project.

5.2 **Delays.** Regardless of which Party is responsible for Administering the Construction Project, the Municipality shall be responsible, and will not be reimbursed with Funding, for any charges, claims and related damages or costs incurred, including those by the Prime Contractor, for any delays to the Construction Project resulting from:

- (a) the failure of the Municipality to issue or enforce compliance with an order to a utility where the Municipality is responsible for such (Municipality-owned highway right-of-way) order; or
- (b) in the case of a Municipality-owned utility, failure by the Municipality to promptly readjust, relocate, or remove its utility facilities impacted by the Construction Project.

5.3 **Access to Right-of-Way.** With respect to any work on the Construction Project that requires access to the state highway right-of-way or Municipality-owned highway right-of-way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the Prime Contractor, the Inspection Consultant, or any subcontractor or subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 5.3 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of-way, including but not limited to, applying for and obtaining an encroachment permit.

Article 6. Responsibilities of the Parties for Transportation Facilities.

6.1 **During Construction Project.** During the Construction Project, the Municipality shall enforce all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to any existing Transportation Facilities being directly or indirectly affected by the work undertaken during the Construction Project.

6.2 **Upon Completion of Construction Project.** Upon completion of the Construction Project to the satisfaction of the DOT and, if applicable, FHWA (or other federal authority):

- (a) The Municipality assumes all responsibility for:
 - (1) the proper maintenance and operation of all Municipality-owned Transportation Facilities constructed as part of the Construction Project;
 - (2) the proper maintenance and operation of all traffic control signals installed on Municipality-maintained roadways as part of the Construction Project, provided that a thirty (30) day operational test period, which commences upon the Prime Contractor's installation of the respective traffic control signal, has been completed to the satisfaction of the Party Administering the Construction Project. (The Party Administering the Construction Project shall require its Prime Contractor to assume

Master Municipal Agreement for Construction Projects

responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.

- (3) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
- (4) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities, roadways, or improvements thereto, constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for maintenance of DOT-owned Transportation Facilities, or improvements thereto, constructed as part of the Construction Project, unless otherwise agreed to in writing by the authorized representatives of the Parties.

6.3 Failure to Fulfill Maintenance Responsibilities. If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 6.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

Article 7. Responsibility for Costs.

7.1 Non-participating Items. With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

7.2 Final Payment. Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

Master Municipal Agreement for Construction Projects

7.3 Costs Resulting from Errors or Omissions. The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

7.4 Sidewalk Construction. The Municipality shall participate in the cost of sidewalks constructed as part of the Construction Project, other than existing sidewalks disturbed by the Construction Project, as set forth in Connecticut Department of Transportation Policy Statement, Policy No. E&C.-19, as may be revised, incorporated by reference into this Master Agreement.

Article 8. Disbursement of Grant Funds; Conditions of Payment.

8.1 Method of Disbursement. With respect to each Construction Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

8.2 Funding on Reimbursement Basis. The DOT, by entering into this Master Agreement, does not pledge or promise to pledge the assets of the DOT or the State of Connecticut, nor does it promise to pay any compensation to the Municipality from any monies of the treasury of the State of Connecticut. The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

8.3 Federal Approvals Required. The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

8.4 Lack of Timeliness in Municipality Performance. If the Municipality fails to timely commence and complete the Construction Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

Master Municipal Agreement for Construction Projects

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services performed on the Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

Article 9. Records and Audit.

9.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

9.2 **Retention.** With respect to each Construction Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 10. Additional Mandatory Requirements.

10.1 **Mandatory State and Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule K, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to pass down to its contractor(s) and in lower tier subcontractor(s) the applicable requirements set forth in the Mandatory State and Federal Requirements.

10.2 **Additional Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

10.3 **Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with

Master Municipal Agreement for Construction Projects

and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Construction Project, throughout the Term of this Master Agreement.

Article 11. Conflict.

11.1. **Conflict.** In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

11.2 **Revisions to Manuals.** With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Construction Project. This section does not apply to the Standard Specifications.

Article 12. Review of Municipality's Activities. The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Construction Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 13. Term and Termination of the Master Agreement.

13.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

13.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

Master Municipal Agreement for Construction Projects

13.3 Termination for Cause. As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 14. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

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

(b) When the Municipality is to receive Official Notice:

Master Municipal Agreement for Construction Projects

Mayor
Town of East Hartford
740 Main Street
East Hartford, Connecticut 06108;

14.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 15. Insurance.

15.1 Minimum Limits of Coverage.

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including "Section 1.03.07 Insurance" and specifically with respect to any working drawings prepared by a designer "Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings," and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

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

Master Municipal Agreement for Construction Projects

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

(3) Railroad Protective Liability Insurance (when the Construction Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work

Master Municipal Agreement for Construction Projects

performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Inspection Consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project

(c) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

15.2 Insurance Company Authorized Pursuant to State of Connecticut Law. For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

15.3 Certificate of Insurance. The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

15.4 Copies of Policies. The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

Master Municipal Agreement for Construction Projects

15.5 Update to Minimum Insurance Limit Requirements. The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

15.6 Self-insurance.

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Master Municipal Agreement for Construction Projects

Article 16. Indemnification.

16.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(b) **Municipality's Parties:** A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Master Agreement or the PAL in any capacity.

(c) **Records:** All working papers and such other information and materials as may have been accumulated by the Municipality in performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save harmless, the State, and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's or Municipality's Parties' bids, proposals or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of

Master Municipal Agreement for Construction Projects

commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs, and expenses including but not limited to, attorneys' and other professionals' fees, arising directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

16.6 The Municipality's and the Municipality's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Master Agreement and any extension thereof, without being lessened or compromised in any way, even where the Municipality and the Municipality's Parties are alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

16.7 The Municipality and the Municipality's Parties shall carry and maintain at all times during the term of this Master Agreement, and during the time that any provisions survive the term of this Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality and the Municipality's Parties shall name the DOT as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is or was contributorily negligent.

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, shall apply to any extension of the Term of this Master Agreement, and shall not be limited by reason of any insurance coverage.

Article 17. Sovereign Immunity.

17.1 **No Waiver of the State's Immunities.** Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims.

Master Municipal Agreement for Construction Projects

The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

Article 18. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 19. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 20. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 21. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 22. Remedies are nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 23. Entire Agreement. This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto

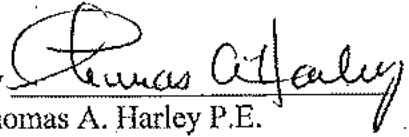
Master Municipal Agreement for Construction Projects

with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

Master Municipal Agreement for Construction Projects


The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By 
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

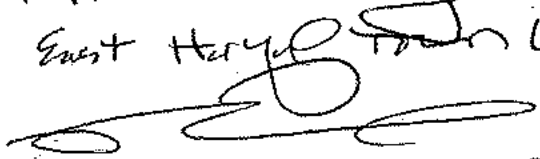
Date: Aug. 1, 2013

TOWN OF EAST HARTFORD

By 
Honorable Marcia A. Leclerc
Mayor

Date: 7/22/13

Approved for Signature By TE
East Hartford Town Council

 7.22.2013
Asst. Corp. Counsel



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546




Office of the
Commissioner

An Equal Opportunity Employer

Delegation of Authority
Authorized by Sections 13b-17 and 13b-20 of the
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, James Redeker, Commissioner of Transportation, as authorized by Section 13b-17 and Section 13b-20 of the Connecticut General Statutes, as amended, do hereby delegate to Thomas A. Harley, Bureau Chief of the Bureau of Engineering and Construction and who also serves as the Chief Engineer, Department of Transportation, the duties and responsibilities which relate to all day-to-day operational and administrative activities and functions for the Bureau of Engineering and Construction and the authority to sign any agreement, contract, document, or instrument pertaining to the above which I am authorized to sign for said Bureau.


James Redeker
Commissioner

Date: 8.26.11

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7208

FAX (860) 289-0831

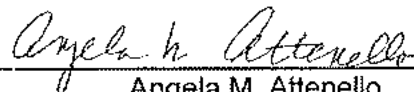
I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation duly held on the 16th day of July, 2013.

RESOLVED, that the Honorable Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement Entitled "Master Municipal Agreement for Construction Projects".

FURTHER BE IT RESOLVED that the East Hartford Town Council endorses an amendment to the Master Contract to address the town employee indemnification provision in Section 16.2 of the Master Contract which is inconsistent with the provisions of Connecticut General Statute Sections 7-465 and 7-101a.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this 17th day of July, 2013.



Angela M. Attenello
Town Council Clerk

Schedule A
PAL Template

[Addressee - Designated Municipal Official]

Local Roads

Dear [Addressee - Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Construction Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Construction Project.

The Construction Project is to provide [ENTER DESCRIPTION], beginning at a point [] and ending at [], a distance of [] feet.

Funding for the Construction Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for construction project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT] dollars is due the DOT for [identify the purpose of the deposit, i.e. their share of DOT costs, non-federal cost of sidewalks etc.]

This Construction Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of [%] and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

[For Municipality-Administered Construction Projects ADD: The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after it has received from the DOT an Authorization to Award Notice.]

[enter to:]

-2-

[enter date:]

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

Concurred By _____ Date _____

Print Name:
Designated Municipal Official

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED Construction COSTS

A. Contract Items and Contingencies	\$
B. Incidentals to Construction-Municipal Services	\$
C. Extra Work Allowance-Municipal Services (+/-10% of B)	\$
D. Total Municipal Cost (A+B+C)	\$
E. Incidentals to Construction-DOT Materials Testing	\$
F. Incidentals to Construction-DOT Administrative Oversight	\$
G. Incidentals to Construction-DOT Audits	\$
H. Extra Work Allowance by DOT Forces (+/-10% of E+F+G)	\$
I. Total Incidentals to Construction-DOT (E+F+G+H)	\$
J. Total Construction Cost (D+I)	\$
K. Federal Proportionate Share of the Total Construction Cost (X% of J)	\$
L. DOT Proportionate Share of the Total Construction Cost (X% of J)	\$
M. Maximum Amount of Reimbursement to the Municipality (100% of D)	\$
N. Demand Deposit Required from the Municipality	\$

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Master Municipal Agreement for Construction Projects
Schedule B

CONNECTICUT
REQUIRED CONTRACT PROVISION
STANDARD EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. Appendix A and Appendix B referred to below and attached hereto express goals and timetables for the utilization of females and minorities respectively on all state funded and federally assisted construction projects funded by or through the Connecticut Department of Transportation.

Appendix A establishes the goal for minority and female utilization in all crafts statewide on state funded construction projects. Appendix B refers to minority and female utilization goals in all crafts statewide on federally assisted/funded construction projects.

2. The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the Covered Area, are as follows:

STATE UTILIZATION GOALS FEDERAL UTILIZATION GOALS

See Appendix A

See Appendix B

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the Covered Area. If the contractor performs construction work in a geographical area located outside of the Covered Area, it shall apply the goals established for such geographical area where the work is actually performed. With federally involved and non-federally involved construction.

3. The contractor's compliance with the federal Executive Order 11246 and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

4. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

Schedule B

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American or other Spanish Culture or Origin, regardless of race):
3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

5. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

6. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the Covered Area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

7. The contractor shall implement the specific affirmative action standards provided in subparagraphs 10a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the Covered Area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, federal Executive Order 11246, or the regulations promulgated pursuant hereto.

9. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

10. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Schedule B

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph 10b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and

Schedule B

training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs 10a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under subparagraphs 10 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

12. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of federal Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific

Schedule B

minority group of women is under utilized).

13. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

14. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to federal Executive Order 11246.

15. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to federal Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and federal Executive Order 11246, as amended.

16. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

17. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

18. Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

19. The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR Part 60-4.2.

Schedule B

STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

<u>LABOR MARKET AREA GOAL</u>			<u>Minority</u>	<u>Female</u>
Bridgeport			14%	6.9%
Ansonia	Beacon Falls	Bridgeport	Derby	
Easton	Fairfield	Milford	Monroe	
Oxford	Seymour	Shelton	Stratford	
Trumbull				
Danbury			4%	6.9%
Bethel	Bridgewater	Brookfield	Danbury	
Kent	New Fairfield	New Milford	Newtown	
Redding	Ridgefield	Roxbury	Sherman	
Washington				
Danielson			2%	6.9%
Brooklyn	Eastford	Hampton	Killingly	
Pomfret	Putnam	Scotland	Sterling	
Thompson	Voluntown	Union	Woodstock	
Hartford			15%	6.9%
Andover	Ashford	Avon	Barkhamsted	
Berlin	Bloomfield	Bolton	Bristol	
Burlington	Canton	Chaplin	Colchester	
Columbia	Coventry	Cromwell	Durham	
East Granby	East Haddam	East Hampton	East Hartford	
East Windsor	Ellington	Enfield	Farmington	
Glastonbury	Granby	Haddam	Hartford	
Harwinton	Hebron	Lebanon	Manchester	
Mansfield	Marlborough	Middlefield	Middletown	
Newington	Plainville	Plymouth	Portland	
Rocky Hill	Simsbury	Somers	South Windsor	

Schedule B

<u>STATE</u> <u>LABOR MARKET AREA GOAL</u>		<u>Minority</u>		<u>Female</u>
Southington	Stafford	Suffield	Tolland	
Vernon	West Hartford	Wethersfield	Willington	
Winchester	Windham	Windsor	Windsor Locks	
Lower River			2%	6.9%
Chester	Deep River	Essex	Old Lyme	
Westbrook				
New Haven			14%	6.9%
Bethany	Branford	Cheshire	Clinton	
East Haven	Guilford	Hamden	Killingworth	
Madison	Meriden	New Haven	North Branford	
North Haven	Orange	Wallingford	West Haven	
Woodbridge				
New London			8%	6.9%
Bozrah	Canterbury	East Lyme	Franklin	
Griswold	Groton	Ledyard	Lisbon	
Montville	New London	North Stonington	Norwich	
Old Lyme	Old Saybrook	Plainfield	Preston	
Salem	Sprague	Stonington	Waterford	
Hopkinton	RI - Westerly	Rhode Island		
Stamford			17%	6.9%
Darien	Greenwich	New Canaan	Norwalk	
Stamford	Weston	Westport	Wilton	
Torrington			2%	6.9%
Canaan	Colebrook	Cornwall	Goshen	
Hartland	Kent	Litchfield	Morris	
Norfolk	North Canaan	Salisbury	Sharon	
Torrington	Warren			
Waterbury			10%	6.9%
Bethlehem	Middlebury	Naugatuck	Prospect	
Southbury	Thomaston	Waterbury	Watertown	
Wolcott	Woodbury			

Schedule B

FEDERALLY FUNDED OR ASSISTED PROJECTS (only)

APPENDIX B

(Labor Market Goals)

GOALS

Standard Metropolitan Statistical Area (SMSA) Minority Female

Bridgeport - Stamford - Norwalk - Danbury	10.2%	6.9%
--	--------------	-------------

Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

Hartford - Bristol - New Britain	6.9%	6.9%
---	-------------	-------------

Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

New Haven - Waterbury - Meriden	9.0%	6.9%
--	-------------	-------------

Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

Schedule B

FEDERAL
LABOR MARKET AREA GOAL

<u>New London - Norwich</u>				4.5%	6.9%
Bozrah	East Lyme	Griswold	Groton		
Ledyard	Lisbon	Montville	New London		
Norwich	Old Lyme	Old Saybrook	Preston		
Sprague	Stonington	Waterford			

Non SMSA

Minority Female

<u>Litchfield - Windham</u>				5.9%	6.9%
Abington	Ashford	Ballouville	Bantam		
Barkhamsted	Bethlehem	Bridgewater	Brooklyn		
Canaan	Canterbury	Central Village	Cahplin		
Colebrook	Cornwall	Cornwall Bridge	Danielson		
Dayville	East Canaan	East Killingly	East Woodstock		
Eastford	Falls Village	Gaylordsville	Goshen		
Grosvenor Dale	Hampton	Harwinton	Kent		
Killignly	Lakeside	Litchfield	Moosup		
Morris	New Milford	New Preston	New Preston		
Marble Dale					
Norfolk	North Canaan	No. Grosvenordale	North Windham		
Oneco	Pequabuck	Pine Meadow	Plainfield		
Pleasant Valley	Pomfret	Pomfret Center	Putnam		
Quinebaug	Riverton	Rogers	Roxbury		
Salisbury	Scotland	Sharon	South Kent		
South Woodstock	Sterling	Taconic	Terryville		
Thompson	Torrington	Warren	Warrenville		
Washington	Washington Depot	Wauregan	West Cornwall		
Willimantic	Winchester	Winchester Center	Windham		
Winsted	Woodstock	Woodstock Valley			

Master Municipal Agreement for Construction Projects
Schedule C

**CONNECTICUT REQUIRED
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(2012)**

1. General:

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

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

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

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

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

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

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

Schedule C

construction firms from the Division of Contract Compliance.

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

4. Records and Reports:

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

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

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

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

Master Municipal Agreement for Construction Projects
Schedule D

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preferences for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 308 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification — First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOI wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Master Municipal Agreement for Construction Projects
Schedule E

SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised -- April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 -- "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

Schedule E

J. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Schedule E

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

Schedule E

contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.

2. Provide a detailed statement for each DBE that submitted a subcontract proposal which the Contractor considered not to be acceptable stating the reasons for this conclusion.

3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.

4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative

Schedule E

Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

Schedule E

Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Administrative Agency, or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Administrative Agency to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the

Schedule E

performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

Schedule E

10. Any information of a similar nature relevant to the application:

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by mail of the approval or denial of its Good Faith Efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate Good Faith Efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

Schedule E

Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contract;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

Schedule E

**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project# _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ _____ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule E

2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule E

3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule E

4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other</u>	<u>Result</u>
--------------------	----------------------------	------------------------	------------------------------	---------------

5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
--------------------	----------------------------	----------------------	---------------------------------------

Schedule E

6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid</u>
--------------------	----------------------	--------------------------	----------------------------------

7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: _____

Name of DBE Referred by ConnDOT

Schedule E

8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

Master Municipal Agreement for Construction Projects
Schedule F

SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. **GENERAL**

- A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a

Schedule F

description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
 5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors

Schedule F

Minority Business Enterprises.

- B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.
- C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:
1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
 2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.
- D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
 4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments

Schedule F

or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the municipality with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
- (2) A statement addressing any special arrangements for manpower.

F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.

G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising the municipality, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. BROKERING

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

IV. PRE-AWARD WAIVERS:

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

Schedule F

A. Information described in Section IVB.

B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

Master Municipal Agreement for Construction Projects
Schedule G

SPECIAL PROVISION
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "Subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that

Schedule G

also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out

Schedule G

these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

Schedule G

3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The

Schedule G

submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter

Schedule G

and to date.

J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for

Schedule G

similar services.

VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

Schedule G

Compliance seeking SBPPP referrals and the result of each such call; and

10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

Master Municipal Agreement for Construction Projects
Schedule H

ON-THE-JOB TRAINING PROGRAM SPECIAL PROVISION

This On-The-Job Training Program Special Provision (Special Provision) is included in this contract in implementation of Title 23 U.S.C., Section 140(a) as established by Section 22 of the Federal-Aid Highway Act of 1968.

As part of the contractor's equal employment opportunity affirmative action program, on-the-job training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing and retaining full journeypersons in the type of trade involved. The number of trainees or apprentices to be trained under this contract is determined by dividing the original quantity of hours assigned in the proposal form by 1,000 hours, or the number of hours required under a particular apprenticeship program schedule. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision. The contractor shall also ensure that this Special Provision is made applicable to such subcontract.

The contractor shall submit for approval to the Connecticut Department of Transportation (ConnDOT), a training outline for each trainee or apprentice that will be trained on this project. The training outline shall include the trade, the training categories, the number of training hours that will be provided, and if there will be any off-site training. If the contractor is participating in a bona fide apprenticeship program approved by the Connecticut State Labor Department (CDOI) Apprentice Training Division, identification of such apprentice program shall also be submitted to ConnDOT.

No more than twenty percent (20%) of the trainees or apprentices proposed shall be in the laborer classification (applicable only when five (5) or more trainees or apprentices are required).

Training, upgrading and retaining minority group workers and women in the various construction trades is a primary objective of this Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Accordingly, a contractor choosing to utilize a non-apprenticeship program shall make use of the supportive services consultant and/or make every effort to enroll minority and women trainees or apprentices by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof; prior to a determination as to whether the contractor is in compliance with this Special Provision.

No employee shall be employed as a trainee or apprentice in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Trainees, or apprentices, may be employed and

Schedule H

trained in the advancement of their training or apprenticeship program.

After award of the contract, and prior to the order to start date of the physical construction of the project, the contractor shall, in conjunction with the required schedule of progress or time chart, submit and obtain approval for, the number of trainees, or apprentices, for each classification selected, the training outline for each classification and an explanation of the start time of each trainee as it relates to the schedule of progress or time chart.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by ConnDOT and the Federal Highway Administration (FHWA). ConnDOT and the FHWA shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, programs approved by the U.S. Department of Labor (USDOL) or CDOL, including apprenticeship programs, shall be considered acceptable under this Special Provision, except in those cases where the Secretary of Transportation, the Federal Highway Administrator, or ConnDOT, has determined that the program is not administered in a manner consistent with the equal employment obligations of federal-aid-highway construction contracts.

The contractor shall furnish each trainee or apprentice with a copy of the program that will be followed in providing the training. The contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The contractor shall provide for the maintenance of records and furnish monthly and final reports documenting his performance under this Special Provision to the Engineer. The monthly updates and final report shall be made on forms provided by ConnDOT or by providing signed copies of the "Apprentice Handbook and Progress Record" provided by CDOL.

In the event that the contractor intends to transfer a trainee or apprentice to another ConnDOT, (FHWA funded) project, the contractor shall provide ConnDOT with a minimum of a 14-day advance notice.

Except as otherwise noted below, the contractor will be reimbursed at \$0.80 per hour of training given an employee in accordance with an approved training or apprenticeship program. As approved by ConnDOT, reimbursement will be made for training hours in excess of the number specified. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Payment for training is made upon completion of the training program on this contract and not on a monthly basis.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor. It is normally expected that a trainee or apprentice will remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not

Schedule H

required that all trainees or apprentices be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities, under this Special Provision, if he has provided acceptable training for the number of hours specified.

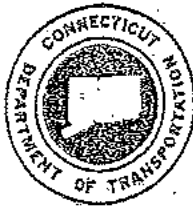
Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by CDOL in connection with the existing program shall apply to all trainees or apprentices being trained for the same classification who are covered by this Special Provision.

The number of hours shown on the proposal form for Item #2999998A On-The-Job Training Program is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original quantity will be used to determine the amount bid for the contract.

Pay Item
On-The-Job Training Program

Pay Unit
Hour

Master Municipal Agreement for Construction Projects
Schedule I



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 49, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

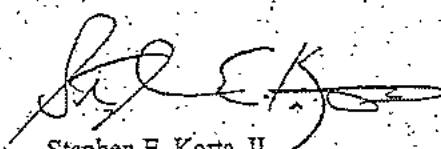
Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency..." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)


Stephen E. Korta, II
Commissioner

Master Municipal Agreement for Construction Projects
Schedule J



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State
Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Phone:

Fax:

Master Municipal Agreement for Construction Projects
Schedule K

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule L.
3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
 - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

Schedule K

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule M, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts (Applicable to contracts exceeding \$100,000):**

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's website at

Schedule K

<http://www.whitehouse.gov/omb/grants/forms/>, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller

Schedule K

General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at Schedule C, as may be revised, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Master Municipal Agreement for Construction Projects
Schedule L



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services

2800 Berlin Turnpike
Newington, CT 06131-7546

Tel: (860) 594-3045

To contact the Office of State Ethics:

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

Tel: (860) 566-4472

Facs: (860) 566-3806

Web: www.ethics.state.ct.us

Enforcement

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

Prohibited Activities

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

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

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

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

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

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

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

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

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

Training for DOT Employees

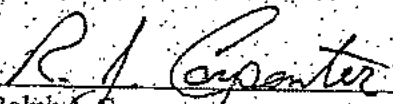
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training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

Important Ethics Reference Materials

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

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

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



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

Master Municipal Agreement for Construction Projects
Schedule M

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

INTEROFFICE COMMUNICATION

AUG 5 2013
printing

TO: See Distrition below

FROM: Gary W. Belina

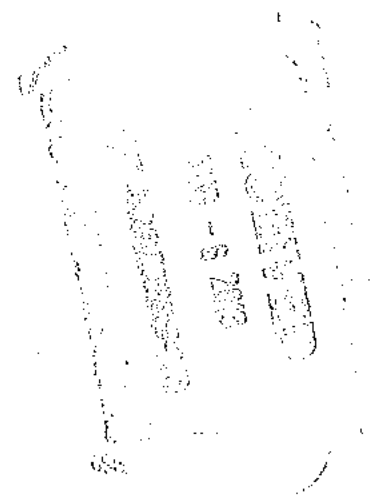
Agreement With: East Hartford, Town of

Agreement No. : 04.19-01(13)

Project No. or
Identifier:

Federal Number:

CORE Contract ID: 14DOT0055AA



cc: Hugh Hayward
Robert W. Harrison
Gary W. Belina
District (1)

INTEROFFICE COMMUNICATION

14 AUG 16 7 13 013
#2 to unit

TO: Timothy M. Wilson
Manager of Consultant Design
Bureau of Engin. & Construction

FROM: Gary W. Belina

Agreement With: East Hartford, Town of

Agreement No. : 04.19-01(13)

Project No. or
Identifier:

Federal Number:

CORE Contract ID: 14DOT0055AA

REQUEST: Please forward attached No. 2 copy of Agreement to Second Party. Conformed
copies are being prepared.

Belina, Gary W

From: Belina, Gary W
Sent: Friday, August 02, 2013 12:08 PM
To: Arnold, Nancy
Subject: RE: MMAC East Hartford Town of (Agreement Signatory Approval form)

Nancy:

I have reviewed the Master Contract and it has not been amended or revised in any way.

Gary

From: Arnold, Nancy
Sent: Friday, August 02, 2013 11:59 AM
To: Belina, Gary W
Subject: RE: MMAC East Hartford Town of (Agreement Signatory Approval form)

Gary: the resolution indicates that an amendment was done. It states: "...the East Hartford Town council endorses an amendment to the Master Contract to address...". In order for me to approve this I need you to advise me in writing (a reply to this email is fine) that the Master Contract with East Hartford has NOT been amended. Thanks. N.

Nancy E. Arnold
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106

Phone: 860.808.5090
Fax: 860.808.5384
Email: Nancy.Arnold@ct.gov
URL: <http://ct.gov/ag/>

CONFIDENTIAL INFORMATION: The information contained in this e-mail is confidential and protected by state and federal disclosure laws. If the recipient of this e-mail is not the intended recipient, or if you have received this e-mail by mistake, you are requested to delete this e-mail immediately and do not disseminate or distribute the e-mail. If you have received this e-mail by mistake, please notify the sender immediately by e-mail or by telephone. If you are not the intended recipient, you are notified that disclosing, disseminating, distributing, copying, or otherwise using the information contained in this e-mail is strictly prohibited.

From: Belina, Gary W
Sent: Friday, August 02, 2013 11:19 AM
To: Arnold, Nancy
Subject: MMAC East Hartford Town of (Agreement Signatory Approval form)

Hi Nancy:

Please see attached PDF, which contains Agreement Signatory Approval form for MMAC East Hartford.

Thanks Gary

CONTRACT/LEASE FACE SHEET
B-204 REV. 5/88

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

DEPARTMENT Transportation	DIVISION Thomas A. Harley, P.E., Bureau Chief Bureau of Engineering and Construction <i>TH</i>	DATE 5-1-13
CONTACT PERSON Gary W. Belina <i>GB</i>	TITLE Fiscal/Administrative Manager I	PHONE NO. X 3134

CONTRACTOR OR LESSOR Town of East Hartford Agreement No. 4.19-01(13), Core No. 14DOT0055AA					
IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>(if current, attach statement from agency head attesting to his/her availability)</i>		CONTRACT OR LEASE PERIOD:	FROM * TO *		
TYPE OF CONTRACT OR LEASE <input type="checkbox"/> AMENDMENT OF EXISTING CONTRACT/LEASE <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> NEW * Ten (10) years from the date DOT executes the Agreement					
DESCRIPTION OF CONTRACT OR LEASE	Complete below where applicable		THIS CONTRACT OR LEASE	PRIOR CONTRACT OR LEASE	DIFFERENCE
	FREQUENCY:	<input type="checkbox"/> HOURS <input type="checkbox"/> VISITS (length) <input type="checkbox"/> OTHER (Specify)			
	RATE:	IF CONTRACT PER HOURS <input type="checkbox"/> PER VISIT <input type="checkbox"/> OTHER (Specify)	\$		
		IF LEASE PER SQUARE FOOT <input type="checkbox"/> OTHER (Specify)	\$		
	FUNDING	General	\$		
		Other:	\$		
		TOTAL COST	\$ 0**		
IS THIS CONTRACT/LEASE "RETRO-ACTIVE"? <i>(if Yes, attach explanation)</i> ** Charges to be made on a project-by-project basis from appropriate funding source <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A					

EXPLANATION OF COST INCREASE <i>(if applicable)</i>	N/A
---	-----

REASON FOR CONTRACT OR LEASE	This Master Municipal Agreement allows the Municipality to have the possibility to financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the State, the federal government, or both.
------------------------------	---

PROPOSALS OR BIDS	ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES? <i>(if YES, explain why not being utilized)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? <i>(if YES, briefly summarize on an attached sheet) (if NO, explain why not)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A

FOR USE OF OFFICE OF POLICY AND MANAGEMENT ONLY			
ARE FUNDS AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS THERE NEED FOR SERVICE/LEASE? <input type="checkbox"/> YES <input type="checkbox"/> NO	MANAGEMENT DIVISION IF APPLICABLE <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached	
		BUDGET DIVISION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached	

Enc. 2	Angelo Fazio/af				
ANALYST RECOMMENDATION	bcc: Thomas A. Harley Timothy M. Wilson - Hugh H. Hayward Eugene V. Falcone - Robert W. Harrison - Ava M. Torello - Courtney R. Blanks Mario F. Torcia Barbara E. Farnsworth Charles F. Roman - Gary W. Belina - Glenn R. Hunter - Angelo Fazio				
ANALYST	DATE	SECTION DIRECTOR	DATE	EXECUTIVE BUDGET OFFICER	DATE

Agreement Title or Description Master Municipal Agreement for Construction Projects Town of East Hartford

State Project No(s) Various

If multiple State projects, please break out amounts. List on separate sheets if necessary.

Negotiations Committee action completed _____

Date

Draft approved by Federal: Highway Administration ()
Aviation Administration ()
Other ()

Date

A. To be completed by unit originating Agreement. Highway Design-Local Roads

Unit Name

Date

Will this agreement result in expenditure of State and/or Federal Funds?

 No. IF NO, PLEASE FORWARD PACKAGE DIRECTLY TO CONTRACT COMPLIANCE

 Yes Please complete the following:

Total Agreement Amount *

Master Municipal Agreement
\$ for various Projects

If a Supplemental Agreement, enter amount of previous Agreement (s)

(NA)

Net amount to be certified by this CON-128

\$ NA

* If this is a Town/State Agreement, enter the maximum reimbursement due to the Town.
If this is a Utility Agreement, enter the State and/or Federal share.

B. Funding: Net amount to be certified by this CON-128

Federal \$ see note 1 0
State 0
Other 0
Total \$ 0

note 1 - charges to be determined on project by project basis from appropriate funding sources.

I certify sufficient funds are available/programmed.

1. Operating Funds: Unit

 NA
Budget Coordinator

Date

David Meyer 7/31/13

2. Capital funds: () Bonds
() Revenue Construction Appropriations
() Other

 NA

Date

3. Federal Funds:

 NA

Date

C. I certify that the subject Agreement has been reviewed by this Office Re: Civil Rights and Affirmative Action.

Wanda Klips
Director of Contract Compliance

7/31/13
Date

D. Final Agreement Package checked by

[Signature] 7-31-13
Date

DBE See note 2 %

SBE See note 2 %

SBE/MBE See note 2 % note 2 - goals to be determined on project by project basis.

DBE \$

SBE \$

SBE/MBE \$

I certify that I have reviewed the subject Agreement and recommend that it be signed. I also certify that the percentages and amounts (if applicable) stated immediately above are correct for this Agreement.

Title: PLM CON
Originating Unit

ELIEN HARTFORD
Name

7-31-13
Date

Fiscal Administrative Manager I
Agreement Section

[Signature]
Name

8-1-13
Date

To:

From: Transportation Director of Contract Administration

The above concerned personnel have reviewed the subject Agreement package and I recommend that the Agreement be signed.

[Signature] 8-1-13
Transportation Director of Contract Administration Date

INTEROFFICE COMMUNICATION

File
1 AUG 27 11 53 AM '13
fiscal

TO: Mario Torcia ✓

FROM: Gary W. Belina

Agreement With: East Hartford, Town of

Agreement No. : 04.19-01(13)

Project No. or
Identifier:

Federal Number:

CORE Contract ID: 14DOT0055AA

REQUEST: Please release as soon as possible.

cc: Eugene V. Falcone - Robert W. Harrison - CORE

REPLY:

DATE:

Release
Gary W. Belina
8/13

Belina, Gary W

From: Arnold, Nancy
Sent: Friday, August 02, 2013 12:11 PM
To: Belina, Gary W
Subject: RE: MMAC East Hartford Town of (Agreement Signatory Approval form)

Ok; MMA with East Hartford approved; a copy of this email and hard copies of title page, first page and affidavits and signature pages and East Hartford's resolution have been approved notwithstanding East Hartford's resolution language. NEA

Nancy E. Arnold
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106

Phone: 860.808.5090
Fax: 860.808.5384
Email: Nancy.Arnold@ct.gov
URL: <http://ct.gov/ag/>

CONFIDENTIAL INFORMATION: The preceding page(s) may contain information that is confidential, privileged, or otherwise exempt from disclosure under the Freedom of Information Act. If you have received this information in error, please do not disseminate it, and please notify the sender immediately by e-mail if you have received this information in error. Please do not disseminate this information to other personnel.

From: Belina, Gary W
Sent: Friday, August 02, 2013 12:08 PM
To: Arnold, Nancy
Subject: RE: MMAC East Hartford Town of (Agreement Signatory Approval form)

Nancy:

I have reviewed the Master Contract and it has not been amended or revised in any way.

Gary

From: Arnold, Nancy
Sent: Friday, August 02, 2013 11:59 AM
To: Belina, Gary W
Subject: RE: MMAC East Hartford Town of (Agreement Signatory Approval form)

Gary: the resolution indicates that an amendment was done. It states: "...the East Hartford Town council endorses an amendment to the Master Contract to address...". In order for me to approve this I need you to advise me in writing (a reply to this email is fine) that the Master Contract with East Hartford has NOT been amended. Thanks. N.

Nancy E. Arnold
Assistant Attorney General
Office of the Attorney General

55 Elm Street
Hartford, CT 06106

Phone: 860.808.5090

Fax: 860.808.5384

Email: Nancy.Arnold@ct.gov

URL: <http://ct.gov/ag/>

CONFIDENTIAL INFORMATION: This document contains information that is not provided under a public information request disclosure. If the recipient is the holder of this request and the information is provided in error, the sender does not intend, and you are requested to delete this e-mail from your system and destroy any copies of this information that you may have. If you are not the intended recipient, please do not disseminate this information to others. If you have any questions about this e-mail, please contact the sender.

From: Belina, Gary W
Sent: Friday, August 02, 2013 11:19 AM
To: Arnold, Nancy
Subject: MMAC East Hartford Town of (Agreement Signatory Approval form)

Hi Nancy:

Please see attached PDF, which contains Agreement Signatory Approval form for MMAC East Hartford.

Thanks Gary

Belina, Gary W

To: Arnold, Nancy
Subject: MMAC East Hartford Town of (Agreement Signatory Approval form)
Attachments: east hartford_201308021120.pdf

Hi Nancy:

Please see attached PDF, which contains Agreement Signatory Approval form for MMAC East Hartford.

Thanks Gary



Connecticut Department of Transportation

Date: August 2, 2013

To: Nancy Arnold, Assistant Attorney General, Office of Attorney General

From: Gary W. Belina, Fiscal/Administrative Manager X3134

RE: Agreement Signatory Approval

Attached for your review are the resolution indicating authority to sign the agreement, the first page of the agreement, and the signatory page in connection with the execution of the following Master Municipal Agreement for Construction Projects:

Second Party: Town of East Hartford

Agreement Number: 4.19-01(13)

Description: Master Municipal Agreement for the Construction of locally-maintained roadways, structures, and transportation enhancement facilities that are eligible for governmental financial assistance.

Please indicate your disposition in the space provided so we may proceed with the release of the agreement.

Approved: _____

Date: _____

Disapproved: _____

Date: _____

GWB/gwb
Attachments

MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the TOWN OF EAST HARTFORD, 740 Main Street, East Hartford, Connecticut 06108 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

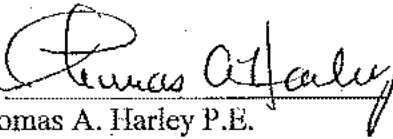
1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

Master Municipal Agreement for Construction Projects


The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

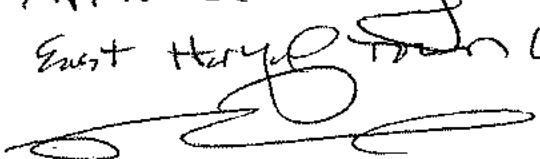
By 
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: Aug. 1, 2013

TOWN OF EAST HARTFORD

By 
Honorable Marcia A. Leclerc
Mayor

Date: 7/22/13

Approved for Signature By TE
East Hartford Town Council
 7-22-2013
Asst. Corp. Counsel



STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



Office of the
Commissioner

An Equal Opportunity Employer

Delegation of Authority
Authorized by Sections 13b-17 and 13b-20 of the
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, James Redeker, Commissioner of Transportation, as authorized by Section 13b-17 and Section 13b-20 of the Connecticut General Statutes, as amended, do hereby delegate to Thomas A. Harley, Bureau Chief of the Bureau of Engineering and Construction and who also serves as the Chief Engineer, Department of Transportation, the duties and responsibilities which relate to all day-to-day operational and administrative activities and functions for the Bureau of Engineering and Construction and the authority to sign any agreement, contract, document, or instrument pertaining to the above which I am authorized to sign for said Bureau.

A handwritten signature in cursive script, reading "James Redeker", written over a horizontal line.

James Redeker
Commissioner

Date: 8.26.11

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7208

FAX (860) 289-0831

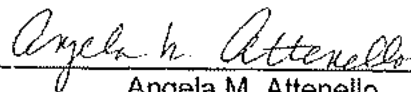
I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation duly held on the 16th day of July, 2013.

RESOLVED, that the Honorable Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement Entitled "Master Municipal Agreement for Construction Projects".

FURTHER BE IT RESOLVED that the East Hartford Town Council endorses an amendment to the Master Contract to address the town employee indemnification provision in Section 16.2 of the Master Contract which is inconsistent with the provisions of Connecticut General Statute Sections 7-465 and 7-101a.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this 17th day of July, 2013.



Angela M. Attenello
Town Council Clerk

To: Agreement Files

From: Gary W. Belina Fiscal Admin.
Manager I, Department of Transportation

Date: 7/31/13

Re: Contract Approval Request Agreement No. 4.19-01(13)

Attached for your Office's review and approval is a contract between State of Connecticut and Town of East Hartford Master Municipal Agreement in the amount of \$Charges to be made on a project by project from appropriate funding sources.

The contract contains the following:

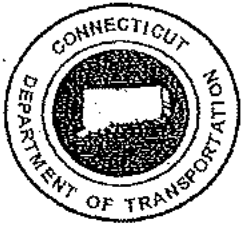
1. Dated signature of the parties involved, at page 36.
2. Reference to the agency's statutory authority to contract, at page 1, 4th Whereas Clause.
3. The contractor is a governmental entity, from outside of Connecticut, reference to the contractor's statutory authority to contract, at page _____. N/A
4. Audit clause for State grants (§7-396a), at page Schedule K, Pgs. 3, 4 Art. 8. N/A
5. Whistleblower provision, if value of non-public works contract > \$5MM (§4-61dd(e)), at page _____. N/A
6. Public records provision, if contract exceeds \$2.5MM (§1-218), at page NA. N/A
7. Provision making Connecticut law applicable and the State of Connecticut the venue, at page 34, Art. 18. If omitted or changed, attached is agency's memo with appropriate justification.
8. Provision allowing termination "in the best interests of the state" (for convenience), at page 26, Art. 13.2. If omitted or changed, attached is agency's memo with appropriate justification.
9. Provision concerning tangible personal property (§12-411b), at page NA. N/A
10. Provision obligating contractor to indemnify and hold harmless the State, at page 32, Art. 16. If omitted or changed, attached is agency's memo with appropriate justification.
11. Provision declaring the non-waiver of State's immunity, at page 33, Art. 17.1. If omitted or changed, attached is agency's memo with appropriate justification.
12. Provision concerning State Ethics Commission's summary of ethics laws (§1-101qq), at page _____. N/A
13. Provision concerning audit and inspection of plants, places of business and records (§4e-29 and §4e-30), at page N/A.
14. Provision concerning accountability, transparency and results based outcomes (§4e-14), at page N/A. Currently not required.
15. Provision concerning campaign contribution restrictions if contract value > \$50K or if value of all of contractor's contracts > \$100K in calendar year (OPM Requirement), at page _____. N/A
16. Provision concerning protection of confidential information (Governor's requirement), at page NA. If omitted or changed, attached is a written authorization from the Governor's Office. N/A
17. Payment schedule or statement of payment, at page Pg. 6, Art. 3.1.
18. Provision concerning Executive Order Nos. 3, 7C, 14, 16 and 17, at page Schedule K, Pg. 1, Art. 1. If omitted or changed, attached is a written authorization from the Governor's Office.
19. Nondiscrimination provisions (§4a-60 and §4a-60a), at page N/A. If omitted or changed, attached is a written authorization from CHRO. Political subdivisions, quasi-publics and other government entities are statutorily exempt. N/A

In addition, I am also duly authorized to confirm, and have verified that the contract DOES NOT include any provisions which:

- 34. Incorporate into the contract additional terms and conditions that are found on a non-State website.
- 35. Permit the filing of liens against the State.
- 36. Obligate the State to indemnify or hold harmless the contractor.
- 37. Make the State subject to binding arbitration.
- 38. Waive or modify the implied warranties of fitness or merchantability. If waived or modified, attached is agency's memo with appropriate justification.
- 39. Indicate that the contract has expired or terminated.

COMMENTS:

Revision of November 2011



Connecticut Department of Transportation

RECEIVED
AUG 7 2013

Date: August 2, 2013

To: Nancy Arnold, Assistant Attorney General, Office of Attorney General
From: Gary W. Belina, Fiscal/Administrative Manager X3134
RE: Agreement Signatory Approval

Attached for your review are the resolution indicating authority to sign the agreement, the first page of the agreement, and the signatory page in connection with the execution of the following Master Municipal Agreement for Construction Projects:

Second Party: Town of East Hartford

Agreement Number: 4.19-01(13)

Description: Master Municipal Agreement for the Construction of locally-maintained roadways, structures, and transportation enhancement facilities that are eligible for governmental financial assistance.

Please indicate your disposition in the space provided so we may proceed with the release of the agreement.

Approved: *[Signature]* AAAG

Date: 8/2/13

Disapproved: _____

Date: _____

Note attached email confirming that no amendments to Master Municipal Agreement has been done

GWB/gwb
Attachments

RESOLUTION TO APPROVE AMENDMENT TO THE MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS, CT DOT AGREEMENT NO. 6.22-01(23) BETWEEN THE TOWN OF EAST HARTFORD AND THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

WHEREAS, on July 16, 2013, this Council passed a resolution authorizing the Mayor to sign a master municipal agreement for construction projects between the Town of East Hartford and The State of Connecticut Department of Transportation

WHEREAS, the Town and CT DOT entered into Agreement No. 04.19-01(13) dated August 1, 2013 (“Master Agreement”) setting forth the responsibilities of the Parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring July 31, 2023;

WHEREAS, the Town and CT DOT are preparing an updated master municipal agreement for construction projects to go in effect in succession to the Master Agreement;

WHEREAS, the Parties wish to extend the term of the Master Agreement and incorporate new CT DOT requirements until the effective date of the successor agreement to ensure there is no lapse in ability to issue project authorization letters for projects;

WHEREAS, the Town desires to enter into an Amendment to the Master Agreement.

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

1. Pursuant to East Hartford Town Charter, Chapter III, Sec. 3.4(c) that Mayor, Michael P. Walsh, is hereby authorized to execute and deliver an amendment to the master municipal agreement for construction projects between the Town of East Hartford and The State of Connecticut, Department of Transportation extending the duration of such agreement and incorporating new terms required by the CT DOT in a form acceptable by the Corporation Counsel.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 7, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: Connecticut Foodshare Summer Meals Program

The Town of East Hartford is looking to enter into a Memorandum of Understanding (MOU) with Connecticut Foodshare to perform outreach activities for the Summer Meals Program.


The Summer Meals Program provides free, nutritious meals that meet federal nutrition guidelines to kids during summer break. Meals are composed of milk, fruits, vegetables, grains, and meat or another protein. Summer Meals are offered at hundreds of sites around the state from June to late August, serving combinations of breakfast, lunch, dinner, and snacks. Meals are free to any child age 18-and-under

Please place this item on the Town Council agenda for the July 11, 2023 meeting.

C: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
L. Burnsed, Health and Social Services Director

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – Connecticut Foodshare Summer Meals Program

DATE: June 30, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to enter into a Memorandum of Understanding (MOU) with Connecticut Foodshare to perform outreach activities for the Summer Meals Program.

The Summer Meals Program provides free, nutritious meals that meet federal nutrition guidelines to kids during summer break. Meals are composed of milk, fruits, vegetables, grains, and meat or another protein. Summer Meals are offered at hundreds of sites around the state from June to late August, serving combinations of breakfast, lunch, dinner, and snacks. Meals are free to any child age 18-and-under

Under the terms of the MOU, the Town will be required to do the following:

- Create and post at least twenty five (25) social media posts about the Summer Meal Programs on at least one (1) Town social media platform through August 2023.
- Perform direct communication, distribution of fliers and additional online promotion to share information about the Summer Meals Program in East Hartford.
- Attend in-person events(s) promoting the program in East Hartford.
- Conduct targeted outreach to families in East Hartford to share where they can participate in the Summer Meal Programs.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on July 11, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: Summer Meals Program

Funder: Connecticut State Department of Education Via Connecticut Foodshare

Grant Amount: \$5,000

Frequency: One time Annual* Biennial Other _____

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

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To provide free, nutritious meals that meet federal nutrition guidelines to children 18 and under during summer break.

Results achieved: increased participation by East Hartford families with children in the Summer Meals Program

Duration of grant: July, 2023 to August 2023

Status of application: Under development

Meeting attendee: Youth Services Director Cephus Nolen, x7181

Comments: This is an annual program, but this is the first year that the Town has been asked to participate in this manner



ABOUT

SERVICES

ADVOCACY

PARTNERS



Photos by Channing Johnson

SUMMER MEALS

No-Cost Meals for All Kids, All Summer

The CT Summer Meals Program is federally funded by the USDA and state-administered by the [Connecticut State Department of Education \(CSDE\)](#). The program provides free, nutritious meals to kids during summer break. Summer Meals meet federal nutrition guidelines and are composed of milk, fruits, vegetables, grains, and meat or another protein. Summer Meals are offered at hundreds of sites around the state from June to late August, serving combinations of breakfast, lunch, dinner, and snacks. Meals are free to any child age 18-and-under, no questions asked. **Want to help us spread the word & be a hunger advocate? Contact us [here](#).**

SERVICES

SNAP >

SUMMER MEALS

SCHOOL BREAKFAST

SUPPER PROGRAM

FARMERS' MARKETS

FULL SHELVES

CABHN

MAKE A DONATION

VOLUNTEER

GET DOWNLOADABLE MATERIALS

ADD A WEB BUTTON TO YOUR SITE

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 11th day of July, 2023

R E S O L U T I O N

WHEREAS; the Town of East Hartford Youth Services Department has been nominated by Connecticut Foodshare to serve as an outreach partner for the Summer Meals Program, and;

WHEREAS; the Summer Meals Program provides free, nutritious meals to children age 18 and under during summer break,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by Connecticut Foodshare as they pertain to this Summer Meals Program 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 seal of said Town of East Hartford the ____ day of July, 2023.

Seal

Signed: _____
Jason Marshall, Town Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 7, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: CT DPH Prevention Block Grant

The Town of East Hartford is looking to apply to the Connecticut Department of Public Health (CT DPH) for funding under the Prevention Block Grant Program.


Through these funds, the Health Department will seek to enhance the reach and capacity of existing programs and intra-departmental services by implementing targeted activities supported by grant funds.

Please place this item on the Town Council agenda for the July 11, 2023 meeting.

C: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
L. Burnsed, Health and Social Services Director

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – CT DPH Prevention Block Grant Application

DATE: June 30, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Connecticut Department of Public Health (CT DPH) for funding under the Prevention Block Grant Program.

CT DPH is seeking proposals from full-time local health departments and districts to implement programs to address Chronic Disease Prevention & Management, Injury & Violence Prevention, Community Safety & Supports, and/or Tobacco Prevention to address Healthy People 2030 goals and objectives using evidence-based interventions within their communities.

Through these funds, the Health Department will seek to enhance the reach and capacity of existing programs and intra-departmental services by implementing targeted activities supported by grant funds. Our five-year plan will be sustaining these public health programs through our strengthened partnerships with local providers, developing solutions to support the workload with existing staff, and demonstrating the need to support services with local funds.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on July 11, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

Executive Summary

The East Hartford Health Department (EHHD) is a municipal public health department responsible for administering public health services for the Town of East Hartford. East Hartford is a diverse community; 70% of East Hartford residents identify as a person of color, compared to 37% of the residents in the state of Connecticut. Although East Hartford is home to a vibrant community with programs that focus on quality of life, the residents we serve experience financial challenges and accessibility barriers that have contributed to several conditions where our community ranks poorly compared to other Towns, and the existence of disparities among our black, indigenous and people of color.

The Town of East Hartford is submitting an application for the *Request for Proposals # 2023 – 0903, Preventive Health Strategies at Work in Connecticut Communities*. This application proposes completing activities listed in both Component A and Component B. Our grant application contains proposed program activities that address Healthy People 2030 objectives listed in Chronic Disease Prevention and Management, Violence Prevention, Community Strength and Resilience, and Tobacco Prevention.

The EHHD is responsible for administering core public health services for the approximately 51,000 residents. Our department has a demonstrated history of administering regulatory programs according local ordinance and the Connecticut Public Health Code, and implementation of evidence-based programs within the categories of primary prevention, specific protection, and clinical services for targeted populations. A central component of our vision is to strive for equitable delivery of services in which all residents have a fair and just opportunity to attain their highest level of health and well-being. Health equity is also a focus of the proposed grant activities, with programs targeted to positively impact resident subgroups with higher rates of chronic disease, risk factors that contribute to poor health outcomes, and strategies to reduce access barriers to services.

Another strength of our grant application is the formal partnerships we've formed to complete preventive health strategies. EHHD will sub-contract with First Choice Health Centers Inc., a federally qualified health center that has provided integrated care to residents in East Hartford for more than 25 years. FCHC has recently brought on the capacity to operate mobile clinical services. The chronic disease prevention programs included in this grant application leverages their mobile services to address transportation and access barriers experienced by our residents. EHHD will also sub-contract with the Connecticut Alliance to End Sexual Violence, a statewide alliance of individual sexual crisis programs

with facilities in East Hartford. Their subject matter expertise in sexual violence prevention, education, and specialized training for emergency response personnel and first responders will help EHHD reduce the occurrence of sexual violence and improve the processes and services offered by our Town response personnel when engaging with victims of sexual violence.

Finally, our goal with proposed projects is to enhance the reach and capacity of existing programs and intra-departmental services by implementing targeted activities supported by grant funds. Our five-year plan will be sustaining these public health programs through our strengthened partnerships with local providers, developing solutions to support the workload with existing staff, and demonstrating the need to support services with local funds.

Appendix A

Town of East Hartford, (RFP) # 2023 - 0903

FUNDING PERIOD: 10/01/2023 to 09/30/2024

Contract Period: 10/01/2023 to 09/30/2024

Budget Summary

Program:	Components A & B Funding	Name	Total
Fund:	SID	SID	
1. Salaries & Wages	\$36,400		\$36,400
2. Fringe Benefits	\$13,468		\$13,468
3. Contractual (Sub-Contracts)**	\$45,000		\$45,000
4. Transportation	0.00		
5. Materials & Supplies	\$5,132		\$5,132
6. Facilities	0.00		
7. Capital Expenses (>\$5,000)	0.00		
8. Client Subsidies	0.00		
9. Other Expenses (list)	0.00		
a.			
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i.			
12. Administrative and General Costs	0.00		
Total DPH Grant	\$100,000		\$100,000
Other Program Income	0.00		0.00

**Complete Sub-contractor Schedule A

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: Prevention Block Grant

Funder: State Dept. of Public Health (DPH)

Grant Amount: \$500,000 (\$100,000 per year for 5 years)

Frequency: One time Annual Biennial Other _____

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

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To implement programs and initiatives to address health issues that align with Healthy People (HP) 2030 goals and follow recognized evidence-based practices as defined by the Centers for Disease Control and Prevention (CDC)

Results achieved: Reduction of preventable morbidity and mortality, and improvement of the health status of target populations

Duration of grant: 5 years

Status of application: Submitted*

Meeting attendee: Health Director Laurence Burnsed,

Comments: Application deadline did not allow for Council consideration prior to due date. Application will be withdrawn if Council approval is not secured.

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 11th day of July, 2023

R E S O L U T I O N

WHEREAS; The Connecticut Department of Public Health (CT DPH) is seeking proposals to implement programs to address Chronic Disease Prevention & Management, Injury & Violence Prevention, Community Safety & Supports, and/or Tobacco Prevention; and,

WHEREAS; these funds can assist the East Hartford Health Department in providing equitable delivery of services in which all residents have a fair and just opportunity to attain their highest level of health and well-being.

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by CT DPH as they pertain to this Prevention Block 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 seal of said Town of East Hartford the ____ day of July, 2023.

Seal

Signed: _____
Jason Marshall, Town Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 7, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: 2023 CT DPH Per Capita Allocation

The Town of East Hartford is looking to apply to the state DPH for the town's per capita grant allocation.

Per capita funding is provided to support direct services to Connecticut communities with a population over 50,000. Eligible services (a Basic Health Program) are outlined in CGS 19a-207a and are based on the Center for Disease Control's (CDC's) 10 essential public health services.

Please place this item on the Town Council agenda for the July 11, 2023 meeting.

C: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
L. Burnsed, Health and Social Services Director

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager

SUBJECT: Council Resolution – 2023 CT Department of Public Health Per Capita Allocation

DATE: June 29, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the state Department of Public Health for the Town's Per Capita grant allocation.

Per capita funding is provided to support direct services to Connecticut communities with a population over 50,000. Eligible services (a Basic Health Program) are outlined in CGS 19a-207a and are based on the Center for Disease Control's (CDC's) 10 essential public health services.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on July 11, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Laurence Burnsed, Health Director

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: Annual Per Capita Grant Allocation

Funder: CT Department of Public Health

Grant Amount: \$97,910.83

Frequency: One time Annual Biennial Other _____

First year received:	<u>2008</u>		
Last 3 years received:	<u>2022</u>	<u>2021</u>	<u>2020</u>
Funding level by year:	<u>\$98,460.88</u>	<u>\$ 0*</u>	<u>\$ 0*</u>

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To support direct services to Connecticut communities with a population over 50,000

Results achieved: Provide services based on the Center for Disease Control's (CDC's) 10 essential health services

Duration of grant: One year

Status of application: Under development

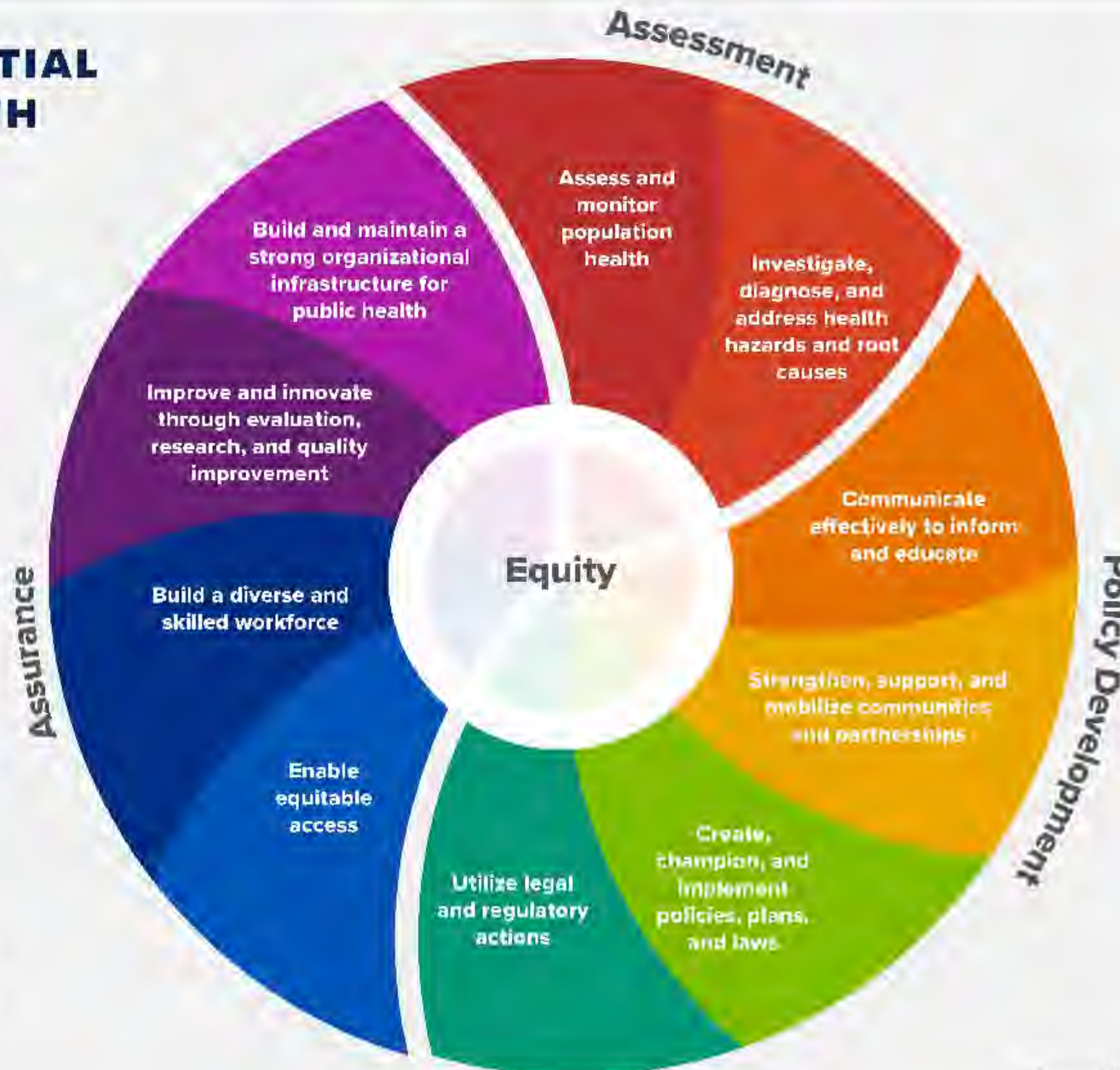
Meeting attendee: Laurence Burnsed, Health Director

Comments: *The Town did not receive this grant for two years due to its population dropping below the 50,000 resident threshold. The most recent data from the Census Bureau put East Hartford's population over that level, (50,731), so the Town is once again eligible for this funding.

THE 10 ESSENTIAL PUBLIC HEALTH SERVICES

To protect and promote the health of all people in all communities

The 10 Essential Public Health Services provide a framework for public health to protect and promote the health of all people in all communities. To achieve optimal health for all, the Essential Public Health Services actively promote policies, systems, and services that enable good health and seek to remove obstacles and systemic and structural barriers, such as poverty, racism, gender discrimination, and other forms of oppression, that have resulted in health inequities. Everyone should have a fair and just opportunity to achieve good health and well-being.



I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 11th day of July, 2023

R E S O L U T I O N

WHEREAS; the Connecticut Department of Public Health has allocated funds to the Town under the Per Capita Grant Program; and

WHEREAS; these funds can be used to provide essential health services to the residents of the Town of East Hartford,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Department of Public Health as they pertain to this Per Capita 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 seal of said Town of East Hartford the ____ day of July, 2023.

Seal

Signed: _____
Jason Marshall, Town Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 11, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: BID WAIVER: Goosetown Communications

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, please see the enclosed bid waiver request submitted by Fire Chief Kevin Munson to contract with Goosetown Communications for the purpose of maintenance and repair of the town's public safety radio communication system.

Please place this information on the Town Council agenda for the July 11, 2023 meeting.

C: M. McCaw, Finance Director
K. Munson, Fire Chief
J. Stanziale, Facilities Manager
M. Enman, Purchasing Agent

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7200

740 Main Street

East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

KEVIN MUNSON
FIRE CHIEF

June 29, 2023

TO: Mayor Michael P. Walsh
FROM: Kevin W. Munson, Fire Chief
RE: Request for waiver of bidding requirements

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to renew our annual service agreement with Goosetown Communications for the purpose of maintenance and repair of the Town's Public Safety Radio Communication System. The Town entered into the service agreement last year which proved beneficial. This waiver request covers renewal for fiscal year 2023-2024.

Goosetown Communications is the original installer of the system and has a State of Connecticut Contract Award for radio equipment and its installation. The Town purchases the equipment through Goosetown via that contact award mechanism. However, there is no State Contract for a Service Agreement. We want to ensure the service dealer is the same as the installing dealer; Goosetown Communications.

Then annual cost of the service agreement is expected to be \$19,776. Funding will be shared between the Police and Fire Department budgets.

It is in the best interest of the Town to enter into a Service Agreement with Goosetown Communication. I appreciate your consideration and am available for any questions.

Respectfully,



Kevin Munson
Fire Chief

cc: Michelle Enman, Purchasing Agent

MICHAEL P. WALSH
MAYOR

OFFICE OF
CORPORATION
COUNSEL

TOWN OF EAST HARTFORD

(860) 291-7215

740 Main Street
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

If the Council determines that the bidding requirement should be waived in this instance, the following motion should be adopted by the Town Council:

MOVE THAT, pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding requirements of Section 10-7(a) of the Town of East Hartford Code of Ordinances to authorize the Town to enter into a contract with Goosetown Communications, Inc. for an annual service agreement for the purpose of maintenance and repair of the Town's Public Safety Radio System in the amount of \$19,776.00 which is in the best interest of the Town.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 6, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Tax Lien Sales

Please find the enclosed packet from Finance Director Melissa McCaw regarding the sale of individual tax liens.

At the April 4, 2023 council meeting, the Town Council approved a motion related to tax liens the town was interested in selling. Now, a council approval is needed to sell the tax liens where the bids received by the town through the RFP process were satisfactory.

Please place this item on the Town Council agenda for the July 11, 2023 meeting.

C: M. McCaw, Finance Director
I. Laurenza, Tax Collector
R. Fitzgerald, Assistant Corporation Counsel



MEMORANDUM

DATE: July 5, 2023

TO: Michael P. Walsh, Mayor

FROM: Melissa N. McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Town Council Approval of the Sale of Individual Tax Liens**

At the April 4, 2023 Town Council Meeting, a motion was approved by the Town Council as it relates to tax liens the town is interested in selling including the following provisions:

1. The Collector of Revenue shall notify the record owner of each property subject to a lien that is to be included in the tax lien sale, by certified mail, that the lien is being included in the request for proposal and invitation to bid, and that the owner should contact the Town immediately to pay the taxes or seek a payment plan if they wish to keep the Town's tax liens on their property from being sold;
2. In order to qualify for a payment plan, the property owner must meet the following three criteria:
 - They must remit 25% of the outstanding amount due
 - They cannot have defaulted on a prior payment arrangement
 - Their property must not have active property code violations;
3. The letters from the Collector of Revenue to each property owner shall notify the property owner that the purchaser of the tax lien on their property shall have the right to foreclose on that property; and
4. The Administration shall return to the Town Council with the results of the request for proposal and that the proposal for each tax lien must be approved by the Town Council before it is sold.

With respect to the aforementioned motion, having satisfied the conditions of the process articulated by the Town Council and now needing to return to the Town Council to seek approval to sell the tax liens where the bids received by the Town through the request for proposal (RFP) process were satisfactory.

Please be advised that the initial list acted on by the Town Council on April 4, 2023 totaled 97 properties with \$1,430,365.44 due to the town in delinquent taxes. Taxpayers had the opportunity to continue to make payments and/or enter into a payment arrangement to mitigate their property’s inclusion in the tax lien sale. The list which went out for request for proposal in June included 69 properties with \$1,025,454.75 due to the Town.

As of today, 2 properties did not receive a bid while 38 properties either paid in full (\$393,800.37) or entered into a payment plan with the town (\$155,877.32) leaving 29 properties totaling \$420,524.16 set to go to lien sale.

Based on the bids received (and attached), we are requesting these 29 properties be sold to the following bidders:

Bidder # 1	RTLF-CT LLC	23 bids totaling	\$367,125.68
Bidder # 2	Tower Capital Management LLC	6 bids totaling	\$ 77,903.58

The bids for these 29 properties total \$445,029.26. It should be noted that all bids being recommended for approval were higher than the tax and interest due to the town by 5.8% or \$24,505.10. All bidders have previously been assigned liens from the Town of East Hartford.

Please note that there are no identified taxpayers that redeemed a partial amount of the taxes due, but not enough to remove the property from the tax lien sale list without entering into a payment arrangement. If final review identifies any such taxpayers, the high bid amount will be proportionately adjusted by the partial reduction in outstanding balance as redeemed by the taxpayer.

Once these liens are sold, the property owner will have the opportunity to redeem these liens from the new owner based on a time period established by Connecticut General Statutes.

The tax lien bids expire on 7/11/23 or on a date extended to based on mutual consent. Therefore, awards must be secured within this timeframe. Based on these recommendations, I would respectfully request that this package of information be forwarded along to the Town Council for their approval in the 7/11/23 Town Council meeting. Should you have any questions or problems on the aforementioned, please feel free to let me know.

Cc: Iris Laurenza, Tax Collector
Robert Fitzgerald, Assistant Corporation Counsel
Richard Gentile, Assistant Corporation Counsel (PT)

Town of East Hartford
 FY2023 Tax Lien Sale
 Summary of Bid Results
 7/5/2023

	Final \$ Amount	# Prop	RFP Amount
NO BID	55,252.90	2.00	55,252.90
PAID IN FULL	393,800.37	28.00	393,800.37
PYMT ARR	155,877.32	10.00	155,877.32
RTLFL	367,125.68	23.00	343,318.77
Tower	77,903.58	6.00	77,205.39
Grand Total	1,049,959.85	69.00	1,025,454.75

Total Tax Lien Sale	445,029.26
Total Paid and Payment Plans	549,677.69
	994,706.95

Bidder	Bid Amount	# Prop	RFP Amount
RTLFL	367,125.68	23.00	343,318.77
Tower	77,903.58	6.00	77,205.39
Total	445,029.26	29.00	420,524.16
<i>Premium (\$)</i>	24,505.10		
<i>Premium (%)</i>	5.8%		

Town of East Hartford Lien Sale Properties - Bid Sheet for FY2023

BILL#	UNIQUE ID NAME	PROPERTY LOCATION	TAX	INTEREST	LIEN	TOTAL	#	BIDS	RTLF	R#	Tower	T#	Awarded					
													Final	To	F#			
2018-01-0009503	3507 MCCRAY CAROLYN E	113 CRESCENT DR	4,698.84	1256.55	24	5,979.39												
2019-01-0009503	3507 MCCRAY CAROLYN E	113 CRESCENT DR	4,776.36	2,507.59	24	7,307.95												
2020-01-0009093	3507 MCCRAY CAROLYN E	113 CRESCENT DR	4,721.82	1,629.02	24	6,374.84												
2021-01-0009083	3507 MCCRAY CAROLYN E	113 CRESCENT DR	5,350.50	882.83	24	6,257.33												
TOTAL	4	3507 113 CRESCENT DR	19,547.52	6,275.99	96	25,919.51	1							\$	25,919.51	NO BID	1	
2017-01-0010037	405 MONTANEZ RAUL P & AWILDA N	113 ARNOLD DR	5,797.84	1,739.80	24	7,561.64												
2018-01-0010037	405 MONTANEZ RAUL P & AWILDA N	113 ARNOLD DR	5,974.24	4,211.84	24	10,210.08												
2019-01-0010037	405 MONTANEZ RAUL P & AWILDA N	113 ARNOLD DR	6,072.78	3,188.21	24	9,284.99												
2020-01-0009635	405 MONTANEZ RAUL P & AWILDA N	113 ARNOLD DR	6,003.44	2,071.19	24	8,098.63												
2021-01-0009607	405 MONTANEZ RAUL P & AWILDA N	113 ARNOLD DR	6,255.38	1032.13	24	7,311.51												
TOTAL	4	405 113 ARNOLD DR	24,030.90	12,243.17	120.00	42,466.85	1		\$	45,906.66	1	\$	34,330.71	1	\$	45,906.66	RTLF	1
2020-01-0008637	8780 MAIN APARTMENTS LLC	1252-1256 MAIN ST	8,758.64	2,627.59	24	11,410.23												
2021-01-0008611	8780 MAIN APARTMENTS LLC	1252-1256 MAIN ST	20,661.96	3,409.23	24	24,095.19												
TOTAL	2	8780 1252-1256 MAIN ST	29,420.60	6,036.82	48.00	35,505.42	1		\$	37,671.25	1	\$	27,329.17	1	\$	35,505.42	PYMT ARR	1
2021-01-0000146	12944 8 NEW BRITAIN PIZZA LLC	300 SILVER LN	27,198.02	4,487.67	24	31,709.69												
TOTAL	1	12944 300 SILVER LN	27,198.02	4,487.67	24.00	31,709.69	1		\$	33,643.98	1	\$	33,454.06	1	\$	33,643.98	RTLF	1
2020-01-0006148	14593 TUGER PROPERTIES LLC	20 WESTBROOK ST	8,994.29	2,698.29	24	11,716.58												
2021-01-0014612	14593 TUGER PROPERTIES LLC	20 WESTBROOK ST	15,101.12	2,491.69	24	17,616.81												
TOTAL	2	14593 20 WESTBROOK ST	24,095.41	5,189.98	48.00	29,333.39	1							\$	29,333.39	NO BID	1	
2017-01-0008400	13411 FERRARO-LEE TEENA & LEE PERRY	24 SPAULDING CIR	3,456.30	3,058.83	24	6,539.13												
2018-01-0008400	13411 FERRARO-LEE TEENA & LEE PERRY	24 SPAULDING CIR	3,330.64	2,348.10	24	5,702.74												
2019-01-0008400	13411 FERRARO-LEE TEENA & LEE PERRY	24 SPAULDING CIR	3,385.58	1,777.43	24	5,187.01												
2020-01-0004817	13411 FERRARO-LEE TEENA & LEE PERRY	24 SPAULDING CIR	3,346.92	1,154.69	24	4,525.61												
2021-01-0004806	13411 FERRARO-LEE TEENA & LEE PERRY	24 SPAULDING CIR	3,781.02	623.87	24	4,428.89												
TOTAL	5	13411 24 SPAULDING CIR	17,300.46	8,962.92	120.00	26,383.38	1							\$	26,383.38	PYMT ARR	1	
2021-01-0006936	8757 JCT WHITNEY REALTY GROUP LLC	1123 MAIN ST	18,448.48	1383.63	24	19,856.11												
TOTAL	1	8757 1123 MAIN ST	18,448.48	1383.63	24	19,856.11	1		\$	21,067.33	1	\$	20,973.15	1	\$	19,856.11	PAID IN FU	1
2021-01-0005108	2013 FRANKLIN PLAZA TIC 1 LLC & FRANKL	1120 BURNSIDE AVE	22,575.22	2709.03	24	25,308.25												
TOTAL	1	2013 1120 BURNSIDE AVE	22,575.22	2709.03	24	25,308.25	1							\$	25,308.25	PAID IN FU	1	
2021-01-0004353	8650 DUONG ANH THU THI	445 MAIN ST	19,553.56	3,226.34	24	22,823.90												
TOTAL	1	8650 445 MAIN ST	19,553.56	3,226.34	24.00	22,823.90	1							\$	22,823.90	PAID IN FU	1	
2021-01-0015119	7115 WADE LYNE	85-87 JAMES ST	19,818.35	2236.4	24	22,078.75												
TOTAL	1	7115 85-87 JAMES ST	19,818.35	2236.4	24	22,078.75	1		\$	23,425.55	1	\$	20,622.24	1		\$23,425.55	RTLF	1
2020-01-0002527	17010 CASSADY JAMES & JUNE	7 STRAWBERRY LN	8,200.00	2,829.00	24	11,053.00												
2021-01-0002520	17010 CASSADY JAMES & JUNE	7 STRAWBERRY LN	7,418.96	1224.13	24	8,667.09												
TOTAL	2	17010 7 STRAWBERRY LN	15,618.96	4,053.13	48.00	19,720.09	1		\$	20,134.21	1	\$	20,734.23	1	\$	19,720.09	PAID IN FU	1
2020-01-0015315	11762 WELDON RENEE C & DEANDRE L	11 RECTOR ST	6,315.79	2,027.88	24	8,367.67												
2021-01-0015301	11762 WELDON RENEE C & DEANDRE L	11 RECTOR ST	9,459.52	1560.82	24	11,044.34												
TOTAL	2	11762 11 RECTOR ST	15,775.31	3,588.70	48.00	19,412.01	1		\$	20,596.14	1	\$	13,327.96	1	\$	19,412.01	PYMT ARR	1
2019-01-0013380	10443 COLWICK CHRISTOPHER & EILEEN	123 OAK ST	2,870.38	1205.56	24	4,099.94												
2020-01-0003031	10443 COLWICK CHRISTOPHER & EILEEN	123 OAK ST	5,353.98	1,847.13	24	7,225.11												
2021-01-0003030	10443 COLWICK CHRISTOPHER & EILEEN	123 OAK ST	6,801.50	1122.25	24	7,947.75												
TOTAL	3	10443 123 OAK ST	15,025.86	4,174.94	72.00	19,272.80	1		\$	20,833.90	1	\$	20,224.42	1	\$	20,833.90	RTLF	1
2019-01-0013343	1309 OBRIEN JOSEPH A	139 BRITT RD	3,937.02	826.77	24	4,787.79												
2020-01-0010315	1309 OBRIEN JOSEPH A	139 BRITT RD	4,949.82	1,707.68	24	6,681.50												
2021-01-0010310	1309 OBRIEN JOSEPH A	139 BRITT RD	5,591.58	922.61	24	6,538.19												

Town of East Hartford Lien Sale Properties - Bid Sheet for FY2023

BILL#	UNIQUE ID NAME	PROPERTY LOCATION	TAX	INTEREST	LIEN	TOTAL	#	BIDS	RTLF	R#	Tower	T#	Awarded			
													Final	To	F#	
TOTAL	3	1309 139 BRITT RD	14,478.42	3,457.06	72.00	18,007.48	1				\$ 18,794.69	1	\$	18,794.69	Tower	1
2020-01-0010223	11382 NO CHOICE LLC	195 PITKIN ST	7,371.90	2,543.31	24	9,939.21										
2021-01-0010210	11382 NO CHOICE LLC	195 PITKIN ST	6,513.80	1074.78	24	7,612.58										
TOTAL	2	11382 195 PITKIN ST	13,885.70	3,618.09	48.00	17,551.79	1						\$	17,551.79	PAID IN FU	1
2021-01-0004663	1706 EZ CASHING LLC	78-84 BURNSIDE AVE	15,048.52	2,483.00	24	17,555.52										
TOTAL	1	1706 78-84 BURNSIDE AVE	15,048.52	2,483.00	24.00	17,555.52	1						\$	17,555.52	PAID IN FU	1
2020-01-0011786	8656 RAVALESE MICHAEL & RAVALESE HA	456 MAIN ST	573.66	43.02	24	640.68										
2021-01-0011769	8656 RAVALESE MICHAEL & RAVALESE HA	456 MAIN ST	8,844.52	1459.34	24	10,327.86										
TOTAL	2	8656 456 MAIN ST	9,418.18	1,502.36	48.00	10,968.54	1	\$	11,856.99	1	\$	11,541.20	\$	11,856.99	RTLF	1
2020-01-0009497	14471 MILLETTE ROLAND J & VIRGINIA A	52 WARREN DR	4,860.48	1,676.86	24	6,561.34										
2021-01-0009475	14471 MILLETTE ROLAND J & VIRGINIA A	52 WARREN DR	5,697.36	940.06	24	6,661.42										
TOTAL	3	14471 52 WARREN DR	13,569.27	2,616.92	48.00	13,222.76	1	\$	14,293.80	1	\$	13,920.52	\$	14,293.80	RTLF	1
2019-01-0005206	10843 FORBES ANTHONY	50 ORCHARD ST	2,539.43	1218.93	24	3,782.36										
2020-01-0005019	10843 FORBES ANTHONY	50 ORCHARD ST	5,020.88	1,732.20	24	6,777.08										
2021-01-0005003	10843 FORBES ANTHONY	50 ORCHARD ST	5,489.08	905.69	24	6,418.77										
TOTAL	3	10843 50 ORCHARD ST	13,049.39	3,856.82	72.00	16,978.21	1	\$	18,353.45	1	\$	17,784.54	\$	18,353.45	RTLF	1
2020-01-0010610	14238 PACK LEADERS RESCUE OF CT INC	1026 TOLLAND ST	6,624.94	2,285.60	24	8,934.54										
2021-01-0010601	14238 PACK LEADERS RESCUE OF CT INC	1026 TOLLAND ST	6,394.78	1055.14	24	7,473.92										
TOTAL	2	14238 1026 TOLLAND ST	13,019.72	3,340.74	48.00	16,408.46	1						\$	16,408.46	PAID IN FU	1
2019-01-0001078	5385 BEGIN RICHARD A	683 GOODWIN ST	873.33	327.5	24	1,224.83										
2020-01-0001178	5385 BEGIN RICHARD A	683 GOODWIN ST	5,348.56	1,845.25	24	7,217.81										
2021-01-0001180	5385 BEGIN RICHARD A EST OF	683 GOODWIN ST	6,704.32	1106.21	24	7,834.53										
TOTAL	3	5385 683 GOODWIN ST	12,926.21	3,278.96	72.00	16,277.17	1						\$	16,277.17	PAID IN FU	1
2019-01-0002138	14274 DIAZ DENISE R	1177 TOLLAND ST	2,342.00	667.47	24	3,033.47										
2020-01-0003980	14274 DIAZ DENISE R	1177 TOLLAND ST	4,703.56	1,622.72	24	6,350.28										
2021-01-0003992	14274 DIAZ DENISE R	1177 TOLLAND ST	5,692.86	939.32	24	6,656.18										
TOTAL	3	14274 1177 TOLLAND ST	12,738.42	3,229.51	72.00	16,039.93	1						\$	16,039.93	PAID IN FU	1
2020-01-0006157	8159 HACHI GROUP LLC	32-34 LILAC ST	6,106.58	2,106.77	24	8,237.35										
2021-01-0006126	8159 HACHI GROUP LLC	32-34 LILAC ST	6,500.56	1072.59	24	7,597.15										
TOTAL	2	8159 32-34 LILAC ST	12,607.14	3,179.36	48.00	15,834.50	1						\$	15,834.50	PAID IN FU	1
2019-01-0001092	3575 BELCH WILLIAM E EST OF	30 CROSS DR	3,029.45	1226.93	24	4,280.38										
2020-01-0001185	3575 BELCH WILLIAM E EST OF	30 CROSS DR	4,295.42	1,481.92	24	5,801.34										
2021-01-0001186	3575 BELCH WILLIAM E EST OF	30 CROSS DR	4,827.76	796.58	24	5,648.34										
TOTAL	3	3575 30 CROSS DR	12,152.63	3,505.43	72.00	15,730.06	1		PARTIAL		\$	13,766.91	\$	13,766.91	Tower	1
2019-01-0008947	874 MAGNOTTA BARBARA T &	37 BODWELL RD	2,227.44	1069.17	24	3,320.61										
2020-01-0008621	874 MAGNOTTA BARBARA T &	37 BODWELL RD	4,420.78	1,525.17	24	5,969.95										
2021-01-0008597	874 MAGNOTTA BARBARA T &	37 BODWELL RD	5,246.36	865.65	24	6,136.01										
TOTAL	3	874 37 BODWELL RD	11,894.58	3,459.99	72.00	15,426.57	1	\$	15,750.53	1	\$	2,367.67	\$	15,426.57	PAID IN FU	1
2021-01-0013553	8644 SKELLY PATRICK M	438 MAIN ST	13,312.30	2196.53	24	15,532.83										
TOTAL	1	8644 438 MAIN ST	13,312.30	2196.53	24	15,532.83	1	\$	16,480.33	1			\$	15,532.83	PYMT ARR	1
2020-01-0014797	4189 VALE DASERRA JOSE	11 ERIC WAY	1,065.33	79.9	24	1,169.23										
2021-01-0014774	4189 VALE DASERRA JOSE	11 ERIC WAY	7,073.32	1167.1	24	8,264.42										
TOTAL	2	4189 11 ERIC WAY	8,138.65	1247	48	9,433.65	1	\$	9,820.43	1	\$	6,785.92	\$	9,433.65	PYMT ARR	1
2021-01-0010027	14016 120 TOLLAND LLC	120 TOLLAND ST	13,148.29	1577.79	24	14,750.08										
TOTAL	1	14016 120 TOLLAND ST	13,148.29	1577.79	24	14,750.08	1						\$	14,750.08	PAID IN FU	1

Town of East Hartford Lien Sale Properties - Bid Sheet for FY2023

BILL#	UNIQUE ID NAME	PROPERTY LOCATION	TAX	INTEREST	LIEN	TOTAL	#	BIDS	RTLF	R#	Tower	T#	Awarded				
													Final	To	F#		
2020-01-0004343	5828 DUNKLE AVIS M	91 GREEN MANOR DR	5,313.02	1,832.99	24	7,170.01											
2021-01-0004342	5828 DUNKLE AVIS M	91 GREEN MANOR DR	5,972.88	985.52	24	6,982.40											
TOTAL	2	5828 91 GREEN MANOR DR	11,285.90	2,818.51	48.00	14,152.41	1	_____	\$ 15,298.76	1	\$ 14,766.04	1	\$	15,298.76	RTLF	1	
2020-01-0014512	8866 TORRES MELANIE A	1725 MAIN ST	4,164.77	937.07	24	5,125.84											
2021-01-0014478	8866 TORRES MELANIE A	1725 MAIN ST	7,746.14	1278.11	24	9,048.25											
TOTAL	2	8866 1725 MAIN ST	11,910.91	2,215.18	48.00	14,174.09	1	_____	\$ 16,314.38	1			\$	14,174.09	PAID IN FU	1	
2020-01-0010987	13584 PATRICK JANICE E	25 STRONG DR	4,288.59	1338.26	24	5,650.85											
2021-01-0010977	13584 PATRICK JANICE E	25 STRONG DR	7,220.10	1191.32	24	8,435.42											
TOTAL	2	13584 25 STRONG DR	11,508.69	2,529.58	48.00	14,086.27	1	_____					\$	14,086.27	PAID IN FU	1	
2020-01-0007912	536 LARACUENTE PROPERTY MANAGEME	58 BARBONSEL RD	5,262.68	1,815.62	24	7,102.30											
2021-01-0007876	536 LARACUENTE PROPERTY MANAGEME	58 BARBONSEL RD	5,916.30	976.19	24	6,916.49											
TOTAL	2	536 58 BARBONSEL RD	11,178.98	2,791.81	48.00	14,018.79	1	_____	\$ 14,593.56	1	\$ 14,755.53	1	\$	14,755.53	Tower	1	
2021-01-0003249	12921 193 SILVER LANE LLC	193 SILVER LN	11,243.84	1855.23	24	13,123.07											
TOTAL	1	12921 193 SILVER LN	11,243.84	1855.23	24	13,123.07	1	_____					\$	13,123.07	PAID IN FU	1	
2021-01-0010892	11057 PARK PLACE PLAZA LLC	353-357 PARK AVE	11,483.28	1377.99	24	12,885.27											
TOTAL	1	11057 353-357 PARK AVE	11,483.28	1377.99	24	12,885.27	1	_____					\$	12,885.27	PAID IN FU	1	
2020-01-0002956	10485 COLEMAN ARLENE M	284 OAK ST	4,643.84	1,602.13	24	6,269.97											
2021-01-0002950	10485 COLEMAN ARLENE M	284 OAK ST	5,528.44	912.2	24	6,464.64											
TOTAL	2	10485 284 OAK ST	10,172.28	2,514.33	48.00	12,734.61	1	_____	\$ 13,002.04	1	\$ 5,140.45	1	\$	12,734.61	PYMT ARR	1	
2020-01-0012909	8202 SAWANIEWICZ HALINA L/U & CONSE	26 LINWOOD DR	3,289.18	986.75	24	4,299.93											
2021-01-0012898	8202 SAWANIEWICZ HALINA L/U & CONSE	26 LINWOOD DR	7,066.76	1166.02	24	8,256.78											
TOTAL	2	8202 26 LINWOOD DR	10,355.94	2,152.77	48.00	12,556.71	1	_____	\$ 13,573.80	1	\$ 13,163.30	1	\$	13,573.80	RTLF	1	
2021-01-0011766	8659 RAVALESE HARRY A	456 MAIN ST REAR	5,701.37	427.6	24	6,152.97											
TOTAL	1	8659 456 MAIN ST REAR	5,701.37	427.6	24	6,152.97	1	_____	\$ 6,528.30	1	\$ 6,464.27	1	\$	6,528.30	RTLF	1	
2020-01-0015802	10635 YOUNG ROBERT S JR EST OF	992 OAK ST	4,520.78	474.68	24	5,019.46											
2021-01-0015781	10635 YOUNG ROBERT S JR EST OF	992 OAK ST	6,423.06	1059.8	24	7,506.86											
TOTAL	2	10635 992 OAK ST	10,943.84	1534.48	48	12,526.32	1	_____					\$	12,526.32	PAID IN FU	1	
2020-01-0015245	2753 WARMOLTS ELIZABETH L	16 CHRISTINE DR	4,543.66	1,567.56	24	6,135.22											
2021-01-0015233	2753 WARMOLTS ELIZABETH L	16 CHRISTINE DR	5,193.06	856.85	24	6,073.91											
TOTAL	2	2753 16 CHRISTINE DR	9,736.72	2,424.41	48.00	12,209.13	1	_____	\$ 13,198.07	1	\$ 12,738.82	1	\$	13,198.07	RTLF	1	
2020-01-0005707	14648 GONZALEZ JORGE	175 WESTERLY TER	4,312.20	1,487.71	24	5,823.91											
2021-01-0005684	14648 GONZALEZ JORGE	175 WESTERLY TER	4,862.20	802.26	24	5,688.46											
TOTAL	2	14648 175 WESTERLY TER	9,174.40	2,289.97	48.00	11,512.37	1	_____					\$	11,512.37	PAID IN FU	1	
2021-01-0009200	8318 PIANKA MARK	292-294 LONG HILL ST	9,839.18	1623.46	24	11,486.64											
TOTAL	1	8318 292-294 LONG HILL ST	9,839.18	1623.46	24	11,486.64	1	_____					\$	11,486.64	PAID IN FU	1	
2020-01-0013773	1404 SOUZA-BAILEY IAN	85 BROOKFIELD DR	3,519.00	316.71	24	3,859.71											
2021-01-0013757	1404 SOUZA-BAILEY IAN	85 BROOKFIELD DR	6,022.90	993.77	24	7,040.67											
TOTAL	2	1404 85 BROOKFIELD DR	9,541.9	1,310.48	48	10,900.38	1	_____	\$ 11,347.30	1	\$ 7,310.45	1	\$	10,900.38	PYMT ARR	1	
2021-01-0012870	4071 GONDAL CORPORATION	379 ELLINGTON RD	10,054.82	1206.58	24	11,285.40											
TOTAL	1	4071 379 ELLINGTON RD	10,054.82	1206.58	24	11,285.40	1	_____					\$	11,285.40	PAID IN FU	1	
2020-01-0004440	6420 EASTERN ASSOCIATES LLC	33-35 HIGHLAND ST	2,741.81	534.65	24	3,300.46											
2021-01-0004443	6420 EASTERN ASSOCIATES LLC	33-35 HIGHLAND ST	6,783.86	1119.34	24	7,927.20											
TOTAL	2	6420 33-35 HIGHLAND ST	9,525.67	1,653.99	48	11,227.66	1	_____	\$ 12,137.10	1			\$	12,137.10	RTLF	1	

Town of East Hartford Lien Sale Properties - Bid Sheet for FY2023

BILL#	UNIQUE ID NAME	PROPERTY LOCATION	TAX	INTEREST	LIEN	TOTAL	#	BIDS	RTLF	R#	Tower	T#	Awarded				
													Final	To	F#		
2019-01-0007270	16639 FREEMAN ESSENCE	14 WAKEFIELD CIR	2,843.94	1,493.07	24	4,361.01											
2020-01-0005156	16639 FREEMAN ESSENCE	14 WAKEFIELD CIR	2,811.48	969.96	24	3,805.44											
2021-01-0005134	16639 FREEMAN ESSENCE	14 WAKEFIELD CIR	2,423.92	399.95	24	2,847.87											
TOTAL	3	16639 14 WAKEFIELD CIR	8,079.34	2,862.98	72.00	11,014.32	1		\$ 11,906.48	1	\$ 11,128.14	1	\$	11,906.48	RTLF	1	
2021-01-0002396	11003 CAPO REALTY LLC	115 PARK AVE	9,851.82	1182.22	24	11,058.04											
TOTAL	1	11003 115 PARK AVE	9,851.82	1182.22	24	11,058.04	1						\$	11,058.04	PAID IN FU	1	
2021-01-0003567	3273 DAL HOLDINGS LLC	34 CONNECTICUT BLVD	9,304.54	1535.25	24	10,863.79											
TOTAL	1	3273 34 CONNECTICUT BLVD	9,304.54	1535.25	24	10,863.79	1						\$	10,863.79	PAID IN FU	1	
2021-01-0012393	15867 ROMANELLI IRENE H & PAUL F	235 EAST RIVER DR 150	9,266.42	1528.96	24	10,819.38											
TOTAL	1	15867 235 EAST RIVER DR 150	9,266.42	1528.96	24	10,819.38	1		\$ 11,262.97	1	\$ 6,889.39	1	\$	10,819.38	PYMT ARR	1	
2021-01-0001596	15125 BOUTIETTE SUSAN LAURIE	113 WOODLAWN CIR	4,847.84	799.89	24	5,671.73											
TOTAL	2	15125 113 WOODLAWN CIR	9,223.70	799.89	24	5,671.73	1		\$ 5,904.27	1	\$ 4,360.80	1	\$	5,671.73	PYMT ARR	1	
2021-01-0014571	9527 TRIUMPH NADIA	61-63 MELROSE ST	6,847.56	513.57	24	7,385.13											
TOTAL	2	9527 61-63 MELROSE ST	6,847.56	513.57	24	7,385.13	1		\$ 7,687.92	1	\$ 5,343.23	1	\$	7,687.92	RTLF	1	
2020-01-0011671	6789 RACICOT SANDRA	42 HOCKANUM DR	3,874.96	1336.86	24	5,235.82											
2021-01-0011652	6789 RACICOT SANDRA	42 HOCKANUM DR	4,533.78	748.08	24	5,305.86											
TOTAL	2	6789 42 HOCKANUM DR	8,408.74	2,084.94	48.00	10,541.68	1				\$ 10,999.57	1	\$	10,999.57	Tower	1	
2020-01-0008855	2321 MARTINAJ AVNI	33 CENTRAL AVE	2,594.83	778.45	24	3,397.28											
2021-01-0008833	2321 MARTINAJ AVNI	33 CENTRAL AVE	6,120.48	1009.88	24	7,154.36											
TOTAL	2	2321 33 CENTRAL AVE	8,715.31	1,788.33	48.00	10,551.64	1		\$ 11,406.32	1			\$	11,406.32	RTLF	1	
2020-01-0014151	10728 TARIDONA AGNES J	238 OCONNELL DR	4,731.68	1,632.43	24	6,388.11											
2021-01-0014114	10728 TARIDONA AGNES J	238 OCONNELL DR	2,742.70	329.12	24	3,095.82											
TOTAL	3	10728 238 OCONNELL DR	8,240.89	1,961.55	48.00	9,483.93	1		\$ 9,872.77	1	\$ 7,251.00	1	\$	9,483.93	PYMT ARR	1	
2021-01-0015489	2003 WEINER HOWARD N	1073 BURNSIDE AVE	5,201.77	390.14	24	5,615.91											
TOTAL	1	2003 1073 BURNSIDE AVE	5,201.77	390.14	24	5,615.91	1						\$	5,615.91	PAID IN FU	1	
2020-01-0014844	12884 VANESSA E STEVENS REVOCABLE TRU	65 SILVER LN	3,086.94	694.56	24	3,805.50											
2021-01-0009930	12884 NAIPAUL KAVITA	65 SILVER LN	5,661.28	934.11	24	6,619.39											
TOTAL	2	12884 65 SILVER LN	8,748.22	1,628.67	48.00	10,424.89	1		\$ 10,643.81	1	\$ 4,031.94	1	\$	10,643.81	RTLF	1	
2020-01-0009089	884 MCCORMICK PENELOPE ANN B EST C	61 BODWELL RD	3,546.30	1223.48	24	4,793.78											
2021-01-0009079	884 MCCORMICK PENELOPE ANN B EST C	61 BODWELL RD	4,614.14	761.33	24	5,399.47											
TOTAL	2	884 61 BODWELL RD	8,160.44	1,984.81	48.00	10,193.25	1		\$ 11,018.90	1	\$ 10,735.89	1	\$	11,018.90	RTLF	1	
2021-01-0005732	00008763A BAILEYS REAL ESTATE LLP	1137 MAIN ST	9,006.88	1080.83	24	10,111.71											
TOTAL	1	00008763A 1137 MAIN ST	9,006.88	1080.83	24	10,111.71	1		\$ 10,526.29	1			\$	10,111.71	PAID IN FU	1	
2020-01-0001566	9637 BOTELHO-ORTIZ FILOMENA	25 MIDDLE DR	3,745.18	1292.09	24	5,061.27											
2021-01-0001570	9637 BOTELHO-ORTIZ FILOMENA	25 MIDDLE DR	4,220.96	696.46	24	4,941.42											
TOTAL	2	9637 25 MIDDLE DR	7,966.14	1,988.55	48.00	10,002.69	1						\$	10,002.69	PAID IN FU	1	
2020-01-0011647	2357 QUIROZ RAFAEL	124 CENTRAL AVE	3,721.80	893.24	24	4,639.04											
2021-01-0011629	2357 QUIROZ RAFAEL	124 CENTRAL AVE	4,510.00	744.15	24	5,278.15											
TOTAL	2	2357 124 CENTRAL AVE	8,231.80	1,637.39	48	9,917.19	1		\$ 10,323.79	1	\$ 4,734.11	1	\$	10,323.79	RTLF	1	
PAYMENT ARRANGEMENTS																	
2020-01-0007914	14704 LARACUENTE PROPERTY MANAGEME	123 WHITEHALL DR	6,792.04	1,877.47	24	8,693.51											
2021-01-0007878	14704 LARACUENTE PROPERTY MANAGEME	123 WHITEHALL DR	7,383.28	1218.24	24	8,625.52											
TOTAL	3	14704 123 WHITEHALL DR	14,449.69	3,095.71	48	17,319.03	1		\$ 18,375.49	1	\$ 18,285.52	1	\$	18,375.49	RTLF	1	

Town of East Hartford Lien Sale Properties - Bid Sheet for FY2023

BILL#	UNIQUE ID NAME	PROPERTY LOCATION	TAX	INTEREST	LIEN	TOTAL	#	BIDS	RTLF	R#	Tower	T#	Awarded				
													Final	To	F#		
2020-01-0006792	10533 IARACUENTE PROPERTY MANAGEME	486 OAK ST	5,310.93	318.66	24	5,653.59											
2021-01-0006754	10533 IARACUENTE PROPERTY MANAGEME	486 OAK ST	8,269.70	1364.5	24	9,658.20											
TOTAL	2	10533 486 OAK ST	14,940.28	1683.16	48	15,311.79	1		\$ 15,939.57	1	\$ 10,778.11	1	\$	15,939.57	RTLF	1	
2020-01-0015360	72 WHEELER JARED L	84 ALPS DR	4,967.08	1,413.66	24	6,404.74											
2021-01-0015346	72 WHEELER JARED L	84 ALPS DR	5,782.64	954.14	24	6,760.78											
TOTAL	3	72 84 ALPS DR	10,827.44	2,367.80	48.00	13,165.52	1		\$ 13,705.31	1	\$ 9,792.41	1	\$	13,705.31	RTLF	1	
2020-01-0005937	2586 GRAHAM CHRISTOPHER &	158 CHESTER ST	4,897.50	1,689.64	24	6,611.14											
2021-01-0005904	2586 GRAHAM CHRISTOPHER &	158 CHESTER ST	5,613.72	926.26	24	6,563.98											
TOTAL	3	2586 158 CHESTER ST	10,734.22	2,615.90	48.00	13,175.12	1		\$ 14,242.30	1	\$ 13,747.39	1	\$	14,242.30	RTLF	1	
2021-01-0004066	7618 DINEEN ROSEMARY W EST OF	16 KIRKWOOD DR	7,207.86	540.59	24	7,772.45											
TOTAL	2	7618 16 KIRKWOOD DR	10,985.41	540.59	24	7,772.45	1						\$	7,772.45	PAID IN FU	1	
2020-01-0007913	3504 LARACUENTE PROPERTY MANAGEME	107 CRESCENT DR	4,916.26	1,105.81	24	6,046.07											
2021-01-0007877	3504 LARACUENTE PROPERTY MANAGEME	107 CRESCENT DR	5,174.20	853.74	24	6,051.94											
TOTAL	2	3504 107 CRESCENT DR	10,090.46	1,959.55	48.00	12,098.01	1		\$ 12,594.03	1	\$ 12,681.10	1	\$	12,681.10	Tower	1	
2018-01-0000798	16722 SANCHEZ ORTIZ REVOCABLE TRUST	120 WAKEFIELD CIR	682.72	143.37	24	850.09											
2019-01-0000798	16722 SANCHEZ ORTIZ REVOCABLE TRUST	120 WAKEFIELD CIR	2,843.94	1,493.07	24	4361.01											
2020-01-0012776	16722 SANCHEZ ORTIZ REVOCABLE TRUST	120 WAKEFIELD CIR	2,811.48	969.96	24	3805.44											
2021-01-0012760	16722 SANCHEZ ORTIZ REVOCABLE TRUST	120 WAKEFIELD CIR	2,423.92	399.95	24	2847.87											
TOTAL	4	16722 120 WAKEFIELD CIR	8,762.06	3,006.35	96.00	11,864.41	1		\$ 12,825.43	1	\$ 11,990.45	1	\$	12,825.43	RTLF	1	
2018-01-0007492	14590 KAMPFMAN MARY ELLEN	11 WESTBROOK ST	1,950.36	1,375.00	24	3,369.36											
2019-01-0007492	14590 KAMPFMAN MARY ELLEN	11 WESTBROOK ST	2,010.56	1055.54	24	3,090.10											
2020-01-0007289	14590 KAMPFMAN MARY ELLEN	11 WESTBROOK ST	1,968.20	679.03	24	2,671.23											
2021-01-0007258	14590 KAMPFMAN MARY ELLEN	11 WESTBROOK ST	1,425.10	235.15	24	1,684.25											
TOTAL	4	14590 11 WESTBROOK ST	7,354.22	3,344.72	96.00	10,814.94	1						\$	10,814.94	PAID IN FU	1	
2020-01-0002142	777 CALANO DEBORAH M 1/2 INT &	22 BITTERSWEET DR	259.06	23.32	24	306.38											
2021-01-0002145	777 CALANO DEBORAH M 1/2 INT &	22 BITTERSWEET DR	7,380.82	1217.84	24	8622.66											
TOTAL	2	777 22 BITTERSWEET DR	7,639.88	1241.16	48	8,929.04	1						\$	8,929.04	PAID IN FU	1	
2019-01-0013581	16405 SKOGLUND THOMAS & SUSAN	50 HILLSIDE ST B-9	1,790.59	322.31	24	2,136.90											
2020-01-0013586	16405 SKOGLUND THOMAS & SUSAN	50 HILLSIDE ST B-9	2,051.48	707.76	24	2,783.24											
2021-01-0013563	16405 SKOGLUND THOMAS & SUSAN	50 HILLSIDE ST B-9	1,601.06	264.17	24	1,889.23											
TOTAL	3	16405 50 HILLSIDE ST B-9	5,443.13	1294.24	72	6,809.37	1				\$ 6,905.78	1	\$	6,905.78	Tower	1	
TOTAL			1,025,454.75	69		\$ 614,063.51	39	\$ 499,951.08	38	\$ 1,049,959.85	69						
								\$ 122,812.70		\$ 99,990.22		\$ 222,802.92					
								\$ 367,125.68	23.00	\$ 77,903.58	6.00	\$ 445,029.26					
AMT TO BE PAID/(RETURNED)								\$ 244,312.98		\$ (22,086.64)		\$ 222,226.34					

COMMUNITY CULTURAL CENTER ROOM 111

ORDINANCE COMMITTEE

June 13, 2023

PRESENT Rich Kehoe, Chair; Councillors Sebrina Wilson and John Morrison

ALSO Connor Martin, Chief of Staff
PRESENT

CALL TO ORDER

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

APPROVAL OF MINUTES

March 27, 2023

MOTION By John Morrison
seconded by Sebrina Wilson

to **approve** the March 27, 2023 meeting minutes.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

No resident came forward to speak.

OLD BUSINESS

Fair Rent Commission

The chair presented the June 12, 2023 revised draft of the Fair Rent and Quality Housing Commission ordinance which was the result of discussions and edits with Administration staff.

The proposal provides that all complaints about rental increases would be filed with the Mayor's office or such other person designated by the mayor. The complaint would be reviewed by town staff. If the basis of the complaint is the condition of the property, the complaint would be sent to appropriate departments for review. Once any outstanding orders to correct are complied with, the complaint would be closed. If the complaint concerns increased rent that is claimed to be excessive, the Commission would hold a hearing, receive any information compiled by town staff or provided by the tenant or landlord and make a decision as to whether the rent increase is excessive in accordance with the criteria established in state law. State law also provides for an appeal of the Commission's decision to the superior court.

The committee reviewed the draft and made several minor and technical changes which will become the June 13, 2023 draft.

MOTION By Sebrina Wilson
Seconded by John Morrison

to send the June 13, 2023 draft of the Fair Rent and Quality Housing
Commission ordinance to the Town Council for the purposes of
Setting a public hearing date

Motion carried 3/0

NEW BUSINESS

None

MOTION By Sebrina Wilson
seconded by John Morrison

to **adjourn** (6:51 p.m.)

Motion carried 3/0

cc: Mayor Walsh

FAIR RENT AND QUALITY HOUSING COMMISSION ORDINANCE
06/13/2023

Section 1. The East Hartford Code of Ordinances is hereby amended by adding a new Section 2-113e as follows:

(a) There is established a Fair Rent and Quality Housing Commission which shall consist of five members. Such members shall be residents or owners of real estate in the town of East Hartford. At least one member shall be a tenant and at least one member shall be an owner of residential rental property.

(b) The Commission shall have the powers and authority in Sections 2-113f and 2-113g of the East Hartford Code of Ordinances and for fair rent commissions under Connecticut General Statutes sections 7-148b through 7-148f, inclusive.

Section 2. The East Hartford Code of Ordinances is hereby amended by adding a new Section 2-113f as follows:

As used in section 2-113g:

- (1) "Commission" shall mean the Fair Rent and Quality Housing Commission;
- (2) "Fair Rent and Quality Housing Commission" shall be the commission established in section 2-113e of the East Hartford Code of Ordinances;
- (3) "seasonal basis" shall have the same meaning as in section 7-148b of the Connecticut General Statutes.

Section 3. The East Hartford Code of Ordinances is hereby amended by adding a new Section 2-113g as follows:

(a) Any tenant residing in a housing rental unit except one rented on a seasonal basis who has been provided notice of an increase in rent may file a complaint with the mayor or the mayor's designee alleging that such increase is excessively high or excessive in light of the conditions of the rental unit or structure in which such unit is located. Such complaint shall contain the following information: (1) the applicant's name home mailing address; (2) a copy of the signed lease or an affidavit from the tenant indicating the monthly rent and such other information regarding the tenancy that such tenant may deem appropriate; (3) documentation of the current rent and the proposed rent increase; (4) a written summary of why such increase is excessive; and (5) such other information that the mayor or designee shall require. Such information shall be filed with the mayor's office or such other physical or online location which the mayor determines will facilitate the filing, or enhance the town's review, of such complaint.

(b) Within five days of receipt of the complaint, the Mayor or designee shall notify in writing the tenant and landlord of receipt of such complaint and forward the complaint to the Fair Rent and Quality Housing Commission. Upon receipt of such notice, the landlord is prohibited from charging the proposed rent increase and the tenant shall be liable to pay the previously agreed to rent amount. Such notice shall include a statement that the landlord is prohibited from charging the increased rent during the town's review and shall not take any retaliatory action against the tenant for filing such complaint. Such notice shall also include the Commission's hearing date regarding such complaint.

(c) Within thirty days of receipt of a complaint, the Mayor or designee shall conduct an investigation.

(d) If the complaint is based on the rent being excessive because of the conditions of the rental unit, the Mayor or designee shall refer such complaint to the appropriate director or designee who shall initiate an inspection and issue appropriate orders to correct any violations. Upon completion of the inspection and corrective action, the Mayor or designee shall notify the landlord and tenant of such corrective action and the determination that the complaint is resolved. If the tenant still considers the increase excessive, such complaint shall proceed in accordance with the provision of this section.

(e) Upon receipt of the complaint and information pursuant to subsection (b) of this section, the Fair Rent and Quality Housing Commission shall hold a hearing on such complaint at which the Mayor or designee shall present the information gathered during the investigation and at which the landlord and tenant or their representatives may provide additional information. The landlord and tenant shall be provided written notice of such hearing at least twenty days prior to the hearing. Upon request of the landlord or tenant, the Commission may provide additional time for such persons to provide additional information regarding the complaint.

(f) After completion of such hearing, the Commission, at the same meeting or at a subsequent meeting, shall review the criteria in section 7-148c of the Connecticut General Statutes and determine whether the proposed rent increase is excessive and issue any appropriate order in accordance with the procedure established in section 7-148d of the Connecticut General Statutes. Notice of such order shall be provided to the landlord and tenant.

Section 4. Sections 2 and 3 of this act shall be effective October 1, 2023.

TOWN OF EAST HARTFORD



FAIR RENT COMMISSION

Standard Operating Procedure

ADOPTED JULY 1ST, 2023

TABLE OF CONTENTS

Section		Page
Section 1	Definitions	
Section 2	Title/ Authority.....	3
Section 3	Application Requirements	
Section 4	Application Procedure	
Section 5	Consideration for Decision	
Section 6	Decision Process	
Section 7	Appeals	
Section 8	Resources	

SECTION 1 DEFINITIONS

For purposes of this section and sections 7-148c to 7-148f, inclusive, “seasonal basis” means housing accommodations rented for a period or periods aggregating not more than one hundred twenty days in any one calendar year and “rental charge” includes any fee or charge in addition to rent that is imposed or sought to be imposed upon a tenant by a landlord.

SECTION 2 TITLE AND AUTHORITY

Any town, city or borough may, and any town, city or borough with a population of twenty-five thousand or more, as determined by the most recent decennial census, shall, through its legislative body, adopt an ordinance that creates a fair rent commission. Any such commission shall make studies and investigations, conduct hearings and receive complaints relative to rental charges on housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction, which term shall include mobile manufactured homes and mobile manufactured home park lots, in order to control and eliminate excessive rental charges on such accommodations, and to carry out the provisions of sections 7-148b to 7-148f, inclusive, section 47a-20 and subsection (b) of section 47a-23c. The commission, for such purposes, may compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions. The commission may be empowered to retain legal counsel to advise it.

SECTION 3 APPLICATION REQUIREMENTS

Any resident wishing to challenge alleged excessive rental charges, and alleged violations, including retaliation may do so by submitting an application to have your case heard in front of the Fair Rent Commission. In addition to the application, the applicant shall provide a copy of the current lease agreement including the current rental rate, and proposed new rental rate. In addition, applicants must submit a written summary as to why they are asking for their case to be heard by the commission. Application forms may be obtained in the Office of the Mayor or may be downloaded from the Town’s website under boards and commissions.

SUBMISSION DATE The Commission requires submission of the application on the second Monday of each month or 16 days prior to its regular scheduled meeting for the application to appear on the agenda.

INFORMATION REQUIRED All applications shall include the following information in writing:

- a. The applicant's name, home mailing addresses, email address and telephone numbers; if the applicant is a Limited Liability Company or a Corporation the managing member’s or responsible corporate officer’s name, home and business mailing address, email address and telephone number.
- b. Copy of the current signed lease showing current rental rate.
- c. If applicable, new lease with proposed rental rate increase.
- d. Written summary of why the applicant is asking for the commission to hear their case.
- e. Any other information the applicant finds relevant for the commission to understand their situation.

SECTION 4 APPLICATION PROCEDURE AND HEARING ON COMPLAINTS

FILING All applications shall be filed with the Mayor's Office of the Town of East Hartford.

APPLICATION DEADLINE All applications are due before 3pm on the second Monday of each month to appear on the commission agenda for that month.

COPIES The applicant shall provide 7 copies of ALL documents along with the original signed application.

RECEIPT OF APPLICATIONS The date of receipt of any application shall be the day in which it is received by the Office of the Mayor. If an application is submitted after 3pm on the second Monday of each month, the application will appear on the next regular scheduled commission meeting agenda.

NOTIFICATION TO PARTIES Upon the filing of a complaint, the Commission shall promptly notify all parties in writing of the receipt of the complaint no later than 5 days after the complaint is received. Such notice shall also inform the parties that the landlord is prohibited from retaliating against the tenant due to the filing of the complaint. It shall also inform the parties that, until a decision on the complaint is made by the Commission, the tenant's liability shall be for the amount of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent, and that an eviction based upon non-payment of rent cannot be initiated against a tenant who continues to pay the last agreed-upon rent during the pendency of the fair rent commission proceeding.

HOUSING CONDITION VIOLATIONS If a complaint alleges housing conditions that violate a housing, health, building or other code or statute, the Commission shall notify the appropriate municipal office or agency, which may then concurrently exercise its own powers. In addition, the Commission may request that the appropriate municipal official or agency promptly investigate and provide a report to the Commission.

TWO OR MORE COMPLAINTS If two or more complaints are filed against the same landlord by tenants occupying different rental units in the same building, complex, or mobile home park that appear to raise the same or similar issues, the Commission may consolidate such claims for hearing.

MUTUAL RESOLUTION The Commission or municipal staff may, to the extent practicable, encourage the parties to the complaint to reach a mutually satisfactory resolution through informal conciliation. Municipal staff may serve as informal conciliators. Any agreement to resolve the complaint shall be in writing and signed by the parties.

NOTIFICATION OF HEARING A hearing on the complaint shall be scheduled no later than thirty (30) days after the filing of the complaint, unless impracticable. Written notice of the date, time, and place of the hearing shall be given to the parties at least ten (10) days prior to the hearing by first class and certified mail and, if practicable, by electronic mail.

EVIDENCE All parties to a hearing shall have the right to be represented, to cross-examine witnesses, to examine documents introduced into evidence, and to call witnesses and introduce evidence. The testimony taken at a hearing shall be made under oath. Hearings shall be recorded.

ADDITIONAL INFORMATION At any time during the review period, the Commission may require the applicant to provide additional information as the Commission may require.

INCOMPLETE OR INACCURATE INFORMATION Submission of applications which are incomplete or contain inaccurate information may be grounds for denial or move to the following meeting agenda until the commission's agent confirms completeness and accuracy of the application.

POSTPONEMENT OF HEARING In the event that there is insufficient time to complete a hearing or for other cause, the Commission shall have the power to adjourn the hearing to another time and date.

No sale, assignment, transfer of the housing accommodation in question or attempt to evict the tenant shall be cause for discontinuing any pending proceeding nor shall it affect the rights, duties and obligations of the Commission or the parties.

SECTION 5 CONSIDERATION FOR DECISION

In determining whether a rental charge or a proposed increase in a rental charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, the Commission shall consider such of the following circumstances as are applicable to the type of accommodation:

1. The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality;
2. The sanitary conditions existing in the housing accommodations in question;
3. The number of bathtubs or showers, flush waste closets, kitchen sinks and lavatory basins available to the occupants thereof;
4. Services, furniture, furnishings and equipment supplied therein;
5. The size and number of bedrooms contained therein;
6. Repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein;
7. The amount of taxes and overhead expenses thereof;
8. Whether the accommodations are in compliance with the ordinances of the [town/city] and the General Statutes of the State of Connecticut relating to health and safety;
9. The income of the petitioner and the availability of accommodations;
10. The availability of utilities;
11. Damages done to the premises by the tenant, caused by other than ordinary wear and tear;
12. The amount and frequency of increases in rental charges; and
13. Whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations.
14. Nothing in this section shall preclude the Commission from considering other relevant circumstances.

SECTION 6 DECISION PROCESS

COMMISSION ORDERS The Commission shall render its decision at the same meeting at which the hearing on the complaint is completed or within thirty (30) days following such date, unless impracticable. In accordance with the state Freedom of Information Act, both the hearing itself and the deliberation by the Commission shall be open to observation by the public. Until a decision on

the complaint is made by the Commission; the tenant's liability shall be for the amount of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent.

NOTIFICATION OF DECISION All parties will be notified of the commission's decision no later than 15 days after the date in which the decision has been made.

REDUCTION IN RENTAL CHARGE If the Commission determines after a hearing that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive, based on the standards and criteria set forth in Section 5, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable, effective the month in which the tenant filed the complaint. A Commission's orders may include, but are not limited to, a reduction in a rental charge or proposed rent increase; a delay in an increased rental charge until specified conditions, such as compliance with municipal code enforcement orders, have been satisfied; or a phase-in of an increase in a rental charge, not to exceed a fair and equitable rent, in stages over a period of time. Commission orders shall be effective for at least one (1) year from the date of issuance, unless the Commission otherwise orders.

SUSPENSION OF RENT If the Commission determines after a hearing that a housing accommodation fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, the Commission may order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring the housing accommodation into compliance with such laws, statutes, or regulations. If the Commission's order constitutes a complete suspension of all rent, the rent during such period shall be paid to the Commission to be held in escrow subject to such ordinances or provisions as may be adopted by the town, city or borough. Upon the landlord's full compliance with such ordinance, statute or regulation for which payments were made into such escrow, the Commission shall determine after hearing such distribution of the escrowed funds as it deems appropriate.

FAILURE TO COMPLY WITH COMMISSION ORDERS Any person who violates any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, and no appeal pursuant to § 7-148e is pending, or who violates any other provision of this chapter or C.G.S. § 47a-20 or 21-80a or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than \$25 nor more than \$100 for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.

The Commission, in its own name or through the municipality, may bring a civil action to any court of competent jurisdiction or take any other action in such a court to enforce any order of the Commission made pursuant to this subchapter, or to enjoin a violation or threatened violation of any order of the Commission.

RETALIATION No landlord shall engage in retaliatory actions. Retaliatory actions by a landlord include but are not limited to the following:

1. Engaging in any action prohibited by C.G.S. § 47a-20 or § 21-80a within six months after any event listed in such statutes, including but not limited to within six months after the tenant has filed a complaint with the Commission;

2. Refusing to renew the lease or other rental agreement of any tenant; bringing or maintaining an action or proceeding against the tenant to recover possession of the dwelling unit; demanding an increase in rent from the tenant; decreasing the services to which the tenant has previously been entitled; or verbally, physically or sexually harassing a tenant because a tenant has filed a complaint with the fair rent commission;
3. Engaging in any other action determined by the Commission, after a hearing, to constitute landlord retaliation as set forth in C.G.S. 7-148d(b).

In the initial notice scheduling a hearing or conciliation on a complaint, and in its notice of decision, the Commission shall include notice, in plain language, to landlords and tenants that retaliatory actions against tenants are prohibited.

Any tenant who claims that the action of his or her landlord constitutes retaliatory action may file a notice of such claim with the Commission. If the Commission determines, after a hearing, which hearing shall be expedited, that a landlord has retaliated in any manner against a tenant because the tenant has complained to the Commission, the Commission may order the landlord to cease and desist from such conduct and order the landlord to withdraw or remediate such conduct as has already occurred.

SECTION 7 APPEALS

APPEALS Any person aggrieved by any order or decision of the Commission may appeal to the Superior Court within thirty (30) days of the issuance of the written notice of the decision to the parties. Such notice shall include notice of the right to appeal, the court to which an appeal may be taken, and the time in which an appeal must be filed. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

SECTION 8 RESOURCES

CCC 111/MICROSOFT TEAMS

PERSONNEL AND PENSIONS SUBCOMMITTEE

June 26, 2023

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

ALSO Tyron Harris, Human Resources Director (via Teams)

PRESENT

CALL TO ORDER

Chair Tsegai called the meeting to order at 5:34 pm

APPROVAL OF MINUTES

May 2, 2023 Meeting

MOTION By Tom Rup
seconded by Harry Amadasun

to **approve** the minutes of the May 2, 2023 Personnel & Pensions Subcommittee meeting.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

None

NEW BUSINESS

Proposed Revisions of Job Descriptions

Case Worker I (Health Department)

Case Worker II (Health Department)

Director Harris shared that as each position brought to the Subcommittee is evaluated for changes, a wage study is performed amongst other municipalities. In the case of the Case Worker I position, current pay grade for the position remains on par with other municipalities. As the administration is currently restructuring the Health and Social Services department to become more all-encompassing of services, the purpose of evaluating the Case Worker I and Case Worker II positions was to provide a clear line of distinction between the two titles and their responsibilities.

The Caseworker I position's job description had not been updated since 2008. After receiving feedback from staff, Director Harris stated that there was a fair amount of overlap between the two positions' day to day activities.

The majority of changes in the position are focused on providing a more accurate and detailed definition of specific caseload responsibilities and expectations, which include determination of and community needs, providing application assistance and access to appropriate resources and maintaining proper historical records.

The Subcommittee discussed how standard job descriptions for roles such as the Caseworker positions are compared to other municipalities. Director Harris stated that the process will include evaluation of a number of other local town job descriptions, focusing on municipalities of a similar size and scope. The goal is to make East Hartford's job descriptions more robust and accurate to current needs.

For Caseworker I, the position is currently a Paygrade 7, which for 2023-24 ranges from \$49,495 to \$60,163 based on experience. The Caseworker II position, which requires a higher level of responsibility for training and critical response is a Paygrade 9, which ranges from \$56,403 to \$68,558.

The Subcommittee recommended that consideration be made to encourage Town residents to apply for administrative positions going forward. Director Harris stated that currently a number of administrative positions are filled by East Hartford residents and is in the process of providing a report on where staff currently resides.

MOTION By Harry Amadasun
Seconded by Tom Rup

to **recommend** the Town Council accept the proposed revised Job Description for the position of Case Worker I in the Health and Social Services department, dated November 2, 2022, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

MOTION By Harry Amadasun
Seconded by Tom Rup

to **recommend** the Town Council accept the proposed revised Job Description for the position of Case Worker II in the Health and Social Services department, dated April 11, 2023, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

Proposed Revisions of Job Descriptions and Pay Grade Adjustments

Director Harris stated that the position of Accounts Clerk had not been redefined since 2012. A number of changes based on staff and evolving responsibilities have occurred within the department and the revised job description provided details those duties, including clerical responsibilities, research and updated reporting methods.

The current agreement with the CESAU states that any current employee has the contractual right to request evaluation of their grade. In response to a petition by the current Account Clerk and discussion with management, Director Harris has recommended that the Account Clerk I position be re-graded from Paygrade 4 (\$40,975-\$49,801) to Paygrade 5 (\$43,597-\$52,992).

The Subcommittee discussed that while day to day operations can evolve over time to highlight individual talents and skills of current staff, job descriptions should remain consistent to reflect varying levels of responsibilities, particularly in the case of larger departments.

Account Clerk (Tax Department)

MOTION By Tom Rup
 Seconded by Harry Amadasun

to **recommend** the Town Council accept the proposed revised Job Description and Compensation Plan for the position of Account Clerk in the Tax department, dated April 12, 2023, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

Director Harris stated while the job descriptions for the three positions to be discussed within the Building and Inspections Department have not changed since 1987, the primary reason for recommending revisions is to reflect a paygrade change for each of the Assistant Building Official job descriptions from a level 11 (\$64,517-\$78,415) to level 13 (\$74,069-\$90,034) as the Town has struggled to recruit and hire skilled applicants to fill the role. An evaluation of other municipalities resulted in the discovery that the current market requires an increase in salary to remain competitive.

Assistant Building Official- Electrical

MOTION By Tom Rup
 Seconded by Harry Amadasun

to **recommend** the Town Council accept the proposed revised Job Description and Compensation Plan for the position of Assistant Building Official- Electrical in the Inspections and Permits department, dated July 1, 2023, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

Assistant Building Official

MOTION By Harry Amadasun
 Seconded by Tom Rup

to **recommend** the Town Council accept the proposed revised Job Description and Compensation Plan for the position of Assistant Building

Official in the Inspections and Permits department, dated July 1, 2023, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

Proposed Revisions of Job Descriptions, Pay Grade Adjustments and Changes in Title

The Director stated that a change in the job title is proposed for the position of Assistant Building Official- Plumbing and Heating to "Plumbing and Mechanical" to more accurately reflect the scope of responsibilities and skills required for the role.

Assistant Building Official- Plumbing and Mechanical

MOTION By Tom Rup
 Seconded by Harry Amadasun

to **recommend** the Town Council accept the proposed revised Job Description, Compensation Plan and Job Title for the position of Assistant Building Official- Plumbing and Mechanical in the Inspections and Permits department, dated July 1, 2023, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

Administrative Secretary II - Senior Services

The Director stated that with the increased responsibilities of the current Senior Center Administrative Clerk and need for support to accommodate the growing demands of the Senior Center, the proposed job description reflects a change from an "Administrative Clerk II" position (grade 3, salary \$38,547-46,853) to an "Administrative Secretary II" (grade 5, salary \$43,597-\$52,992) position as the duties align more comparably to that title. The addition of "Senior Services" to the title is made to reflect the specialized duties that are more specific to the department.

MOTION By Harry Amadasun
 Seconded by Tom Rup

to **recommend** the Town Council accept the proposed revised Job Description, Compensation Plan and Job Title for the position of Administrative Secretary II - Senior Services in the Health and Human Services department, dated April 18, 2023, as provided by the Department of Human Resources per the subcommittee's discussion.

Motion carried

Adjournment

MOTION By Tom Rup
 Seconded by Harry Amadasun

to **adjourn** (6:05 pm)

Motion carried 3/0

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: June 13, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Personnel and Pensions Subcommittee – Pay Grade Changes

Please see the attached requests for changes to the pay grade of a variety of municipal positions, submitted by HR Director Tyron Harris. These changes are required to better reflect the updated job responsibilities for each position.

Please place this item on the Town Council agenda for the June 20, 2023 meeting for referral to the Personnel and Pensions Subcommittee.

C: T. Harris, HR Director

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7220

TYRON HARRIS
DIRECTOR
OFFICE OF HUMAN
RESOURCES

740 Main Street
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

June 5th 2023

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

Re: Case Worker I, Case Worker II. Administrative Secretary II - Senior Services and Account Clerk- Tax

Dear Mr. Walsh:

Please see the revised job descriptions for Case Worker I and Case Worker II in the department of Health and Social Services. The majority of revisions are to better define case management responsibilities, and the additional responsibilities related to providing support to the program supervisor by the case worker II.

With the opening of our new senior center, Victoria Diana Liberator, Senior Services Coordinator, Laurence Burnsed, Director of Health and Social Services and I met to discuss the staffing needs at the Senior Center. To date we have 1,975 members. Last month we had 5,701 event sign-ups and 763 unduplicated sign-ins. We also had 192 guests. (Most of these guests are people coming in to do their taxes but some are for our special programs we offer.) Our gym has 487 members with about 70 people using it daily. Therefore, the Senior centers needs to transition from an Administrative Clerk II to an Administrative Secretary II - Senior Services employee. I've attached the Administrative Secretary II - Senior Services job description that is specific to the needs of the Senior Center.

Attached is the Account Clerk- Tax position description with proposed revisions. The Account Clerk- Tax job description has not been updated since 2012, and the role has evolved and adjust from a Grade 4 to Grade 5. Some of the key additions are

- Motor Vehicle (DMV) clearance for delinquent tax payers.
- Responsible for coordinating parking ticket appeals, rebilling and keeping files of all tickets.
- Correction of change reports from Assessors office, mailing adjusted or added bills as well as mailing refund letters for accounts with credits, and researching thoroughly.
- Spanish speaking is desirable being able to help taxpayers in tax department and guide them with brief questions they may have for other departments.
- Assisting with alias warrants, filing copy's every warrant cycle, calculating interest and fees confirming constable payments for clearance with DMV. Correspondence with constables regarding adjusted or removed bills.
- Assisting in thoroughly reading the bridge from the assessor's office and rebilling accounts.

- Assist in routine clerical duties.

Following CSEA/SEIU LOCAL NO. 2001, ARTICLE VIII 8.7, to be considered for a change in pay grade, an employee must show that he/she is: (a) performing duties in a competent manner that are significantly different from the duties of his/her current classification, and (b) the change in his/her duties are so substantial that the position in question is of a different classification than his/her current classification. Therefore, I recommend that this position is referred to Town Council for consideration of a pay grade change.

Tyron V. Harris
Human Resources Director

Customer Service. Collaboration. Communication.

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7220

TYRON HARRIS
DIRECTOR
OFFICE OF HUMAN
RESOURCES

740 Main Street
East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

June 6th 2023

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

Re: Asst. Bldg. Official Electrical, Asst. Bldg. Official General, Asst. Bldg. Official P & H

Dear Mr. Walsh:

Attached is the Asst. Bldg. Official Electrical, Asst. Bldg. Official General, Asst. Bldg. Official P & H position description with proposed revisions.

The Asst. Bldg. Official Electrical, Asst. Bldg. Official General, Asst. Bldg. Official P & H job description has yet to be updated since 1987, and the role has evolved and adjusted from Grade 11 to Grade 13. Some of the key additions are

- Receives supervision from the Supervisor and Director of Development.
- Graduation from a standard senior high school or GED equivalent, and five (5) years of experience in general construction and related fields, or up to a maximum of two (2) years' experience as an Assistant Building Official or one year as Provisional Building Official may be substituted for experience in the construction, design or supervision of construction of buildings.
- Investigates complaints of building code violations and takes corrective action.
- Provides technical consultation to town departments and commissions as needed.

Following CSEA/SEIU LOCAL NO. 2001, ARTICLE VIII 8.7, to be considered for a change in pay grade, an employee must show that he/she is: (a) performing duties in a competent manner that are significantly different from the duties of his/her current classification, and (b) the change in his/her duties are so substantial that the position in question is of a different classification than his/her current classification. Therefore, I recommend that this position is referred to Town Council for consideration of a pay grade change.

Tyron V. Harris
Human Resources Director

Customer Service. Collaboration. Communication.

TOWN OF EAST HARTFORD

TITLE: Caseworker I

GRADE: 7

Formatted: Highlight

DEPARTMENT: Health and Social Services
~~2008~~ ~~October 6th 2022~~ ~~November 2, 2022~~

DATE: May 6,

Formatted: Highlight

Formatted: Superscript

GENERAL DESCRIPTION

The Town of East Hartford, Department of Health & Social Services is responsible for promoting the well-being, self-sufficiency, and quality of life of residents by administering a variety of human services programs, including tax rebate programs, housing, energy assistance programs, food distribution, emergency relocation services pursuant to the Uniform Relocation Assistance Act, and other community support systems. The person in this position serves as a case worker for the Social Services Division. The person in this position provides casework, community outreach, emergency assistance and referral services to individuals and families.

Formatted: Font: (Default) Arial, 11 pt, Not Bold

The goals and objectives of case management will vary greatly depending on the problems the Health Department attempts to resolve. A case could be a specific problem, incident, response, transaction, or complex issue.

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: Not Bold

Formatted: Font: (Default) Arial

Formatted: No bullets or numbering, Tab stops: Not at -0.25"

Formatted: Font: (Default) Arial

SUPERVISION RECEIVED

Works under the general direction of the department director and the direct supervision of the Program Supervisor, Social Services.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides counseling assistance to families and individuals in relation to a variety of social services programs and needs.
- Provides community outreach and represents the division at community events.
- ~~Serves as the back-up coordinator for municipal food pantry sites and mobile foodshare distribution operations as needed in the absence of the Food Bank Coordinator. Serves as Site Coordinator for Mobile Foodshare distributions.~~
- Assists the ~~division~~ department in the planning/delivery of "Special Programs." that address community needs (i.e., food insecurity, unstable housing, clothing, school supplies, etc.); including but not limited to annual back-to-school shoes, winter coats for kids, holiday meals for residents, and holiday toys for children.
- Interviews applicants to determine eligibility for various benefits programs. Performs case management responsibilities to determine eligibility for various local, state, federal, and privately funded assistance programs. Assessment and application assistance may include, but is not limited to, housing, shelter access, food, medical benefits, referral to behavioral health services, local and state tax programs, fuel bank and energy assistance, and employment.
- Research and identify services which will assist in meeting client's needs. Contacts clients' relatives and appropriate agencies for information to pursue solutions to challenges such as substance abuse, unemployment, lack of housing, food insecurity, and medical needs.
- Refers clients to appropriate resources; assists clients by identifying appropriate points of contact, program eligibility, and navigating application processes.
- Conducts home visits, schedule meetings at satellite office sites, or meet with clients at other public settings as required.
- Maintain case records and statistics. Prepares regular reports as required by the department.

— Responds to crisis situations; public health and welfare emergencies; assesses needs; and provides appropriate emergency assistance at all hours.

Formatted: Indent: Left: 0", Hanging: 0.31", Bulleted + Level: 1 + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25", Tab stops: -0.38", List tab + -0.25", List tab + Not at 0.25"

• — Responds to police and fire department calls for Town emergencies and Collaborates with Red Cross and other emergency management agencies to meet needs in times of emergency.

Formatted: Indent: Left: 0", Hanging: 0.31", Bulleted + Level: 1 + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25", Tab stops: -0.38", List tab + -0.25", List tab

Formatted: Indent: Left: 0"

• Receives referrals from Town crisis response staff and provides case management to address client needs.

• Serves as liaison to various social service and community agencies and attends scheduled meetings.

• Participates in job related trainings, drills and educational workshops.

• Provide intensive case management, care coordination, and support and interventions.

Formatted: Font: (Default) Arial, 11 pt, Font color: Auto

• Coordinate and case manage the day-to-day needs and overall service delivery of consumers in the community as assigned by the Clinical Supervisor or Program Director.

Formatted: Justified, Indent: Left: 0", Hanging: 0.31", Tab stops: -0.38", List tab + -0.25", List tab + Not at 0.25"

• Provide intensive supportive casework for assigned caseload, including advocacy and assistance with access to entitlements to social, medical, psychiatric, and community services.

• May oversee operations of municipal food pantry sites and mobile food distribution operations in the absence of a Foodbank Coordinator.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of social casework and community outreach methods.
- Working knowledge of available town, state, federal and private resources.
- Ability to interview and establish rapport with clients.
- Ability to read, interpret, and apply program rules/regulations as they apply to clients and recommend courses of action.
- Ability to match the variety of resources available to the complex needs of clients.
- Ability in written and oral expression.
- Ability to keep accurate case records.
- Ability to deal effectively with co-workers, clients, other agencies, and the general public.

Formatted: Font: (Default) Arial, 12 pt, Font color: Auto

• Ability to learn and utilize local and state case management software programs.

Formatted: Font: (Default) Arial, 12 pt

• Ability to remain calm under adverse situations.

Formatted: Indent: Left: 0.06", Space After: 0 pt, Line spacing: single, Tab stops: 0.31", List tab + Not at 0.5"

QUALIFICATIONS

A bachelor's degree from a recognized college or university in social work, psychology, sociology or related field, and one year of ~~full-time~~ full-time social work experience. ~~Bilingual desirable.~~ Relevant experience in social work or related fields may be substituted for the educational requirement, or an equivalent combination of education and experience.

SPECIAL-ADDITIONAL REQUIREMENTS

- Must have a valid Connecticut Motor Vehicle Operator's license.
- Bilingual/Bicultural. Spanish/English skills helpful, but not required.
- An acceptable general background check to include a local and state criminal history and sex offender registry check. Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

- In the event of a declared emergency in the town of East Hartford, individuals in this position are required to work shelter duty if local disaster conditions require shelter activation for residents.
- Experience assisting traditionally underserved populations with a developed understanding of issues of diversity essential.
- Crisis intervention and counseling skills.
-

Formatted: Font: (Default) Arial, 11 pt, Font color: Auto

Formatted: Left, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Pattern: Clear (White), Tab stops: Not at 0.31"

TOOLS AND EQUIPMENT USED

Motor vehicle, computer, calculator, telephone, fax and copying machines.

PHYSICAL AND MENTAL DEMANDS

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

~~While performing the duties of this job, the employee is frequently required to sit, talk, listen, walk, use hands and fingers to operate office equipment and reach with hands and arms. The employee may have to lift or move 50 pounds. May have to work outdoors under adverse weather conditions. Specific vision abilities required for this job include close vision and the ability to adjust focus. Must be able to read and interpret regulations and guidelines, write reports and correspondence and effectively present information in one on one and group settings.~~

The following physical and mental standards are identified as necessary to perform the essential duties and responsibilities. However, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

- Mobility: frequent sitting for long periods; occasional kneeling, crouching, pushing, pulling, walking, and standing; occasional reaching above and below desk level.
- Dexterity: frequent fine manipulation sufficient to operate a computer keyboard; frequent grasping to handle individual papers, write and take notes, and feel individual objects.
- Lifting: frequent lifting of papers, files, and material weighing up to 10 pounds; occasional lifting and carrying of equipment and other items up to 25 pounds.
- Visual Requirements: frequent use of vision sufficient to read files, documents, and computer screens and do close-up work.
- Hearing/Talking: frequent hearing and talking, in person and on the telephone.
- Emotional/Psychological Factors: frequent contact with others, including extensive public contact; frequent deadlines and time-limited assignments.

Formatted: Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: 0.31", Left

Formatted: Font: (Default) Arial, 11 pt

WORK ENVIRONMENT

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

- Work is primarily performed in an office setting, subject to continuous interruptions and background noise.
- While performing the duties of the job, the employee occasionally works in outside weather conditions while conducting home visits or resident outreach.
- Occasional after-hours work may be required for outreach and education events.

Formatted: Font: (Default) Arial, 11 pt

GENERAL GUIDELINES

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

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

EEO/AA Statement

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

TOWN OF EAST HARTFORD

TITLE: Caseworker II

GRADE: 9

Field Code Changed

DEPARTMENT: Health and Social Services

DATE: 4/11/2023

4/11/2023

6/07/2005124/82/2022

GENERAL DESCRIPTION

The Town of East Hartford, Department of Health & Social Services is responsible for promoting the well-being, self-sufficiency, and quality of life of residents by administering a variety of human services programs, including tax rebate programs, housing, energy assistance programs, food distribution, emergency relocation services pursuant to the Uniform Relocation Assistance Act, and other community support systems. The person in this position serves as a case worker for the Social Services Division. This is a responsible professional position involving counseling and casework service to individuals and families, as well as community outreach, emergency assistance, advocacy and referral services. The goals and objectives of case management will vary greatly depending on the problems the Department attempts to resolve. A case could be a specific problem, incident, response, transaction, or complex issue.

SUPERVISION RECEIVED

Works under the general direction of the department director and the direct supervision of the Program Supervisor, Social Services.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provides counseling assistance to families and individuals in relation to a variety of programs and needs.
- Conducts home visits, schedule meetings at satellite office sites, or meet with clients at other public settings as required.
- Performs case management responsibilities to determine eligibility for various local, state, federal, and privately funded assistance programs. Assessment and application assistance may include but is not limited to, housing, shelter access, food, medical benefits, referral to behavioral health services, local and state tax programs, fuel bank and energy assistance, and employment.
- Assists the department in the planning/delivery of "Special Programs" that address community needs (i.e., food insecurity, unstable housing, clothing, school supplies, etc.).
- Research and identify services which will assist in meeting client's needs. Contacts clients' relatives and appropriate agencies for information to pursue solutions to challenges such as substance abuse, unemployment, lack of housing, food insecurity, and medical needs.
- Refers clients to appropriate resources; assists clients by identifying appropriate points of contact, program eligibility, and navigating application processes.
- Receives referrals from Town crisis response staff to assess and provides case management to address client needs.
- May oversee operations of municipal food pantry sites and mobile food distribution operations in the absence of a Foodbank Coordinator.
- Maintain case records and statistics. Prepares regular reports as required by the department.
- Respond to crisis situations; public health and welfare emergencies; assesses needs, and gives appropriate emergency assistance at all hours. Responds to Police and Fire Department calls for Town emergencies and collaborates with Red Cross and Emergency Management Agencies to meet needs in times of emergency.
- Assists the Supervisor to provide guidance, training and direction to social services staff with regard to difficult or complex issues and questions.

- Coordinates and monitors assignments related to program operations and case management activities of caseworkers (caseworker I), outreach workers, part-time contracted staff and student interns, as assigned by supervisor.
- Interprets and clarifies policy and through meetings and conferences with caseworkers and other division staff, assures that clients are appropriately served.
- Assists the Supervisor with the administration and staffing of departmental outreach and satellite programs.
- Manages the Social Services Division in the absence of the Supervisor.
- Assists in drafting the department's budget and control expenditures within fund allocations.
- Serves as liaison to various community agencies and attends scheduled meetings.
- ~~Oversees and monitors the work of Social Service Caseworkers (Caseworker I), outreach workers, part-time contracted workers and student interns.~~
- ~~Coordinates and monitors assignments related to program operations and case management activities of caseworkers (caseworker I), outreach workers, part-time contracted staff and student interns. Schedules, assigns, and assists the supervisor in the evaluation of Social Service Caseworkers. Assures safe work practices.~~
- ~~Interprets and clarifies policy and through meetings and conferences with caseworkers and other division staff, assures that clients are appropriately served.~~
- ~~Assists the Supervisor with the administration and staffing of departmental outreach and satellite programs.~~
- ~~Provides guidance and support to the staff regarding issues such as burnout, internal conflicts, and office safety.~~
- ~~Manages the Social Services Office Division in the absence of the Supervisor.~~
- ~~Assists the Supervisor with the administration and staffing of departmental outreach and satellite programs.~~
- ~~Assists in drafting the department's budget and control expenditures within fund allocations.~~
- ~~Provides guidance, training and direction to social services staff with regard to difficult or complex issues and questions.~~
- ~~Provides counseling assistance to families and individuals in relation to a variety of programs and needs. Makes home visits to clients as may be required.~~
- ~~Conducts home visits, schedule meetings at satellite office sites, or meet with clients at other public settings as required.~~
- Performs case management responsibilities to determine eligibility for various local, state, federal, and privately funded assistance programs. Assessment and application assistance may include but is not limited to, housing, shelter access, food, medical benefits, referral to behavioral health services, local and state tax programs, fuel bank and energy assistance, and employment.
- ~~Assists the department in the planning/delivery of "Special Programs" that address community needs (i.e., food insecurity, unstable housing, clothing, school supplies, etc.).~~
- ~~Research and identify services which will assist in meeting client's needs. Contacts clients' relatives and appropriate agencies for information to pursue solutions to challenges such as substance abuse, unemployment, lack of housing, food insecurity, and medical needs.~~
- ~~Refers clients to appropriate resources; assists clients by identifying appropriate points of contact, program eligibility, and navigating application processes.~~
- ~~Receives referrals from Town crisis response staff to assess and provides case management to address client needs.~~
- ~~May oversee operations of municipal food pantry sites and mobile food distribution operations in the absence of a Foodbank Coordinator.~~
- Maintain case records and statistics. Prepares regular reports as required by the department.
- ~~Interviews applicants for housing, food, medical benefits, fuel and employment. Determines initial and ongoing eligibility for assistance.~~
- ~~Schedules, assigns, and assists the supervisor in the evaluation of Social Service Caseworkers. Assures safe work practices. Completes employee time records.~~

Formatted: Indent: Left: 0", Hanging: 0.25", Tab stops: -0.25", List tab + 0.25", List tab + Not at -0.38"

- ~~Interprets and clarifies policy and through meetings and conferences with caseworkers, assures that clients are appropriately served.~~
- ~~Provided guidance and support to the staff regarding issues such as burnout, internal conflicts, and office safety.~~
- ~~Responds to crisis situations; public health and welfare emergencies; assesses needs, and gives appropriate emergency assistance at all hours. Responds to Police and Fire Department calls for Town emergencies and collaborates with Red Cross and Emergency Management Agencies to meet needs in times of emergency.~~
- ~~Provides guidance, training and direction to social services caseworkers with regard to difficult or complex issues and questions.~~
- ~~Contacts client's relatives and other agencies for information and to pursue solutions to problems such as alcoholism, unemployment, lack of housing, medical needs and family related problems.~~
- ~~Determines eligibility for various municipal and privately funded programs such as fuel assistance, homemaker subsidy and child day care.~~
- ~~Maintains contact with community groups, agencies and officials, acting as an advocate for clients and their needs. Assists other Town departments with relocation services for residents of Town-purchased properties.~~
- ~~Assists in drafting the department's budget and control expenditures within fund allocations.~~
- ~~Conducts Homeowner's Tax Relief Program for elderly and disabled residents and assists in the administration of the Renter's Rebate and other programs.~~
- ~~Manages the Social Services Office in the absence of the Supervisor.~~
- ~~Serves as liaison to various community agencies and attends scheduled meetings.~~
- ~~Participates in job related educational workshops~~
- ~~Assists the Supervisor with the administration and staffing of departmental outreach and satellite programs.~~
- ~~Thorough knowledge of social work principles and practices~~
- ~~Considerable knowledge of psycho-social dynamics of individuals and families.~~

Formatted: Indent: Left: 0", Hanging: 0.25"

KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of social work principles and practices
- Considerable knowledge of psycho-social dynamics of individuals and families.
- Considerable skill in case management and case coordination
- Considerable interviewing and counseling skills
- Considerable ability to communicate orally and in writing and to coordinate technical and specialized operational and administrative activities
- Thorough ability to administer policies and procedures including scheduling, day-to-day problem solving, and report writing
- Considerable ability to handle stressful situations
- Considerable ability to establish and maintain effective working relationships with co-workers, clients, other agency staff and officials and the general public
- Ability to learn and utilize local and state case management software programs

QUALIFICATIONS

A master's degree from a recognized college or university in social work, psychology, sociology or a related field, plus four years of progressively responsible experience in professional social services work; or, an equivalent combination of training and experience.

SPECIAL-ADDITIONAL REQUIREMENTS

- Must have a valid Connecticut Driver's license.

Formatted: Indent: Left: 0", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

- Bilingual/Bicultural, Spanish/English skills helpful, but not required.
- An acceptable general background check to include a local and state criminal history and sex offender registry check. Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.
- In the event of a declared emergency in the town of East Hartford, individuals in this position are required to work shelter duty if local disaster conditions require shelter activation for residents.
- Experience assisting traditionally underserved populations with a developed understanding of issues of diversity essential.
- Crisis intervention and counseling skills.
- Working knowledge of trauma-informed work, adverse childhood experienced, and motivational interviewing.
- Working knowledge of treatment and prevention of substance misuse, suicide prevention, and crisis response.

Formatted: Indent: Left: 0", Bulleted + Level: 1 +
Aligned at: 0.25" + Indent at: 0.5"

TOOLS AND EQUIPMENT USED

Motor vehicle, computer, calculator, telephone, fax and copying machines.

PHYSICAL AND MENTAL DEMANDS

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

~~While performing the duties of this job, the employee is frequently required to sit, talk and listen. Occasionally the employee is required to walk, use hands and fingers to operate office equipment and reach with hands and arms. The employee may occasionally lift or move 50 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus. Must be able to read and interpret professional journals and government regulations, write standard reports and correspondence and effectively present information in one on one and small group situations. The position requires the ability to solve practical problems involving several concrete variables.~~

~~*The following physical and mental standards are identified as necessary to perform the essential duties and responsibilities. However, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.*~~

- Mobility: frequent sitting for long periods; occasional kneeling, crouching, pushing, pulling, walking, and standing; occasional reaching above and below desk level.
- Dexterity: frequent fine manipulation sufficient to operate a computer keyboard; frequent grasping to handle individual papers, write and take notes, and feel individual objects.
- Lifting: frequent lifting of papers, files, and material weighing up to 10 pounds; occasional lifting and carrying of equipment and other items up to 25 pounds.
- Visual Requirements: frequent use of vision sufficient to read files, documents, and computer screens and do close-up work.
- Hearing/Talking: frequent hearing and talking, in person and on the telephone.
- Emotional/Psychological Factors: frequent contact with others, including extensive public contact; frequent deadlines and time-limited assignments.

WORK ENVIRONMENT

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

- Work is primarily performed in an office setting, subject to continuous interruptions and background noise.

- While performing the duties of the job, the employee occasionally works in outside weather conditions while conducting home visits or resident outreach.
- Occasional after-hours work may be required for outreach and education events.

GENERAL GUIDELINES

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

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

EEO/AA Statement

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

TOWN OF EAST HARTFORD

TITLE: Accounts Clerk

GRADE: 4-5

DEPARTMENT: Tax

DATE: ~~10/16/12~~ 4-12-23

GENERAL DESCRIPTION

This is responsible counter and telephone public service work involving the collection of municipal revenues.

Work involves responsibility for effectively and courteously dealing with the taxpaying public. Duties include receiving and processing revenue payments and responding to taxpayer inquiries. This position also has the responsibility for making basic revenue collection clerical decisions. The work requires that the employee have general familiarity with tax collection procedures and good knowledge, skill and ability with data entry, basic mathematics and dealing with the public.

SUPERVISION RECEIVED

Works under the general supervision of the Collector of Revenue and Assistant Collector of Revenue.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Renders service and assistance to parties at the payment counter of the Tax Department.
- Receives payments for taxes and for parking tickets.
- Processes cash, credit card and check payments. Makes necessary change and receipts tax bills.
- Balances cash drawer and makes daily deposit of revenues.
- Responds to questions regarding tax payments, mill rates, interest charges and Town parking ordinances.
- Answers telephone, directs callers, takes messages or answers routine procedural questions.
- Responsible for processing large cash and check payments.
- Motor Vehicle (DMV) clearance for delinquent tax payers.
- Responsible for coordinating parking ticket appeals, rebilling and keeping files of all tickets.
- Plans and organizes work according to established or standard office procedures.
- Receives, records and verifies revenues.
- Assists in balancing monies collected on a daily basis.
- Performs mathematical computations, requiring absolute accuracy in examining, verifying and correcting taxes, and interest amounts.
- Assists in the preparation and processing of delinquent tax lists, tax and other lien notices.
- Provides continuing assistance to other clerical staff.
- Sets up and maintains office files and records as needed.
- Maintains files documenting adjustments, corrections for audit trail.
- Provides information and assistance to attorneys, title searchers, and banking officials.
- Correction of change reports from Assessors office, mailing adjusted or added bills as well as mailing refund letters for accounts with credits, and researching thoroughly.

- Updates QDS by messaging and flagging accounts.
- Assisting with alias warrants, filing copy's every warrant cycle, calculating interest and fees confirming constable payments for clearance with DMV. Correspondence with constables regarding adjusted or removed bills.
- Assisting in thoroughly reading the bridge from the assessor's office and rebilling accounts.
- Assist in routine clerical duties.

KNOWLEDGE, SKILLS, AND ABILITIES

- Good knowledge of general office procedures, including the use of personal computer and software.
- Good knowledge of tax collection procedures.
- Good knowledge of the operations of standard office machines, including a word processor, typewriter and calculator.
- Good knowledge of business English.
- Good skill in word processing skills.
- Good ability in oral and written communications.
- Good ability to follow oral and written instructions.
- Good ability to perform administrative procedures.
- Good ability to learn the operations of the assigned department.
- Very good ability to establish and maintain effective working relationships with supervisors, coworkers and tax and revenue paying public.
- Spanish speaking is desirable being able to help taxpayers in tax department and guide them with brief questions they may have for other departments.

QUALIFICATIONS

A high school diploma or the equivalent, supplemented by business courses, plus one to two years of progressively responsible clerical experience including public contact, or an equivalent combination of education and experience which provides a demonstrated ability to perform the duties of the position.

SPECIAL REQUIREMENTS

None.

TOOLS AND EQUIPMENT USED

Computer, calculator, typewriter, fax equipment, copy machine, telephone, and credit card machine.

PHYSICAL AND MENTAL DEMANDS

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

The employee is frequently required to sit, talk and listen. Occasionally the employee is required to walk, use hands and fingers to operate office equipment and reach with hands and arms. The employee must occasionally lift or move up to 10 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus. Must be able to read and comprehend standard instructions, write straightforward correspondence and effectively present information in one-on-one

situations. The position requires the ability to apply common sense understanding in carrying out instructions and deal with standardized situations involving occasional or no variables.

WORK ENVIRONMENT

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

While performing the duties of the job, the employee will occasionally deal with clients who are mentally disturbed, substance abusers, hostile, terminally ill, or socially deviant. The noise level in the work environment is moderately quiet.

GENERAL GUIDELINES

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

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

EEO/AA Statement

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

TOWN OF EAST HARTFORD

TITLE: Assistant Building Official (Electrical) **Grade:** 1113
Department: Inspections and Permits **Date:**
7/01/1987/1/20223

Field Code Changed

POSITION DEFINITION:

Performs inspection, review, and enforcement duties in assisting in the administration and enforcement of the State Building Code, National Electrical Code, and related regulations. Provides lead supervision in the inspection, review, and acceptance of new electrical systems and equipment and inspects electrical systems or equipment damaged by fire or natural causes to determine safe operating ~~condition~~conditions. Performs general building inspections as needed.

GENERAL DUTIES:

- Reviews oral or written assignments from the supervisor.
- Plans and organizes work according to unit and standard procedure.
- Allocates work to secretaries and clerks.
- Primary inspection assignment is within respective construction discipline, performs related inspections, i.e., general, heating and plumbing, etc., as needed.
- Receives building and system plans.
- Analyzes and evaluates plans, including location, design, materials, construction methods, and health and safety measures.
- Coordinates review with other town departments.
- Recommends issuance of building permits.
- Performs field inspections of construction work ~~in process~~ to assure conformity with code and regulations.
- Enforces building and electrical ~~code~~codes.
- Assists with zoning regulations.
- Recommends issuance of certificates of occupancy.
- Confers with, and interprets code provisions and application procedures to architects, engineers, contractors, and members of the public.
- Assists the public in modifying plans or in taking corrective action to comply with code and/or regulations.
- Provides technical consultation to town departments in specific building construction areas, including electrical systems and equipment, to ~~assure~~ensure public health and safety.
- Assists the Director in the inspection and review of major construction projects.
- Prepares ~~supporting to support~~ statistical and narrative reports for the supervisor.
- Reports work accomplished to supervisor.
- Assists subordinates in performing duties; adjusts errors and complaints;

- Assists in the preparation of and/or prepares a variety of studies, reports and related information for decision making purposes;

ADDITIONAL DUTIES:

- Organizes and maintains files on inspection and review work.
- Investigates complaints of building code violations and takes corrective action.
- Provides technical consultation to town departments and commissions as needed.

SUPERVISED BY:

~~Receives general supervision from Director of Inspections and Permits.~~
Receives supervision from the Supervisor and Director of Development.

Formatted: Tab stops: 2.01", Left

QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with graduation from a Vocational Technical School or completion of an apprenticeship training program in electrical skill and five years experience in a construction trade.
- Ability to interpret engineering and architectural drawings and specifications.
- A strong working knowledge of the building and electrical codes and related building and zoning ordinances, regulations and procedures.
- Ability to explain code regulatory information to members of the public.
- Physical ability to inspect construction work in progress.
- Some ability to prepare and present written reports.
- Ability to work in poor weather conditions, including heat, cold, rain, or snow.
 - Ability to develop and maintain records, reports and logs;
 - Ability to establish and maintain effective and courteous working relationships with State and Federal Officials, Town officials, public officials, other departments and agencies. Effective communication includes both verbal and written; also must have the ability to maintain confidentiality.
 - Ability to enforce regulations firmly, tactfully, and impartially;

Formatted: Font: Bold, Underline

LICENSE OR CERTIFICATE:

- Licensed as an E-1 Unlimited Contractor, or and E-2 Unlimited Journeyman for two years.
- Certified as an Assistant Building Official, Section 19-391 of the Connecticut General Statutes.
- Connecticut Motor Vehicle Operator's License.

- Graduation from a standard senior high school or GED equivalent, and five (5) years of experience in general construction and related fields, or up to a maximum of two (2) years' experience as an Assistant Building Official or one year as Provisional Building Official may be substituted for experience in the construction, design or supervision of construction of buildings.



- EEO/AA Statement

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

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

TOWN OF EAST HARTFORD

TITLE: Assistant Building Official

Grade: 4413

Field Code Changed

Department: Inspections and Permits

Date: 7/01/1987/1/2023

POSITION DEFINITION:

~~Performs inspections, reviews, and enforcement duties in assisting in the administration and enforcement of the State Building Code and related regulations. Performs inspections in other trade disciplines as needed.~~

Under the general direction of the Building Official or designee, performs technical work involving the examination of construction documents, inspection of building construction, including the on-site inspection of heating, plumbing and electrical installations, alterations and repairs to ensure compliance with the State Building Code and other related regulations. Duties include both field and office work related to the enforcement of electrical, building and plumbing and heating codes and must be able to efficiently utilize standard office technology including desktops, portable computers and automated software. The work requires a special knowledge of general and flood resistant building construction practices, methods, materials and knowledge of plumbing, heating and air conditioning and knowledge of electrical installations for code compliance. The work is subject to general supervision and is normally carried on with considerable independence and initiative, subject to review by a superior through the analysis of prepared plan review reports and/or inspection reports.

GENERAL DUTIES:

- Receives oral or written assignments from supervisor.
- Plans and organizes work according to unit or standard procedure.
- Prepares schedule for regular inspections of subdivisions and development sites.
- Primary inspection assignment is within respective construction discipline.
- Allocates work to clerks and secretaries.
- Performs preliminary and on-going construction inspections of subdivision, multi-family and commercial development applications.
- Receives building plans.
- Analyzes and evaluates building plans, including location, design, materials, construction methods, health and safety measures.
- Coordinates review with other town departments.
- Recommends issuance of building permits.
- Performs field inspections of construction work in process to assure conformity with code and regulations.
- Enforces building code.
- Oversees safety and erosion control requirements on construction projects.
- Recommends issuance of certificates of occupancy.
- Confers with and interprets code provision and application procedures to architects, engineers, contractors, and members of the public.
- Assists public in modifying building plans or in taking corrective action to comply with code and/or regulations.

- Provides technical consultation to town departments in specific building construction areas, including electrical, plumbing, heating, and carpentry to assure public health and safety.
- Assists supervisor in inspection and review of major construction projects.
- Prepares supporting statistical and narrative reports for supervisor.
- Reports work accomplished to supervisor.

ADDITIONAL DUTIES:

- ~~Organizes and maintains files on inspection and review work.~~
 - Maintains documentation on the system on reviews and inspections.
- Investigates complaints of building code or zoning violations and takes corrective action.
- Provides technical consultation to town departments and commissions as needed.

SUPERVISED BY:

Receives general supervision from the Supervisor and the Director of Development.
~~Receives general supervision from Director of Inspections and Permits.~~

QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with graduation from a Vocational Technical School or completion of an apprenticeship training program in a construction skill, and five years experience in a construction trade.
- Ability to interpret engineering and architectural drawings and specifications.
- A strong working knowledge of the building code and related building and zoning ordinances, regulations and procedures.
- Ability to explain code and regulatory information to members of the public.
- Physical ability to inspect construction work in progress.
- Some ability to prepare and present written reports.
- Ability to work in poor weather conditions, including heat, cold, rain, or snow.
 - Ability to develop and maintain records, reports and logs;
 - Ability to establish and maintain effective and courteous working relationships with State and Federal Officials, Town officials, public officials, other departments and agencies. Effective communication includes both verbal and written; also must have the ability to maintain confidentiality.
 - Ability to enforce regulations firmly, tactfully, and impartially;

LICENSE OR CERTIFICATE:

- Certification as an Assistant Building Official, Section 19-391 of the Connecticut General Statutes.
- Connecticut Motor Vehicle Operator's License.
- Graduation from a standard senior high school or GED equivalent, and five (5) years of experience in general construction and related fields, or up to a maximum of two (2) years' experience as an Assistant Building Official or one year as Provisional Building Official may be substituted for experience in the construction, design or supervision of construction of buildings.
- The Assistant Building Official shall be certified as required by CGS 29-262 and shall stay current with statutorily required continuing education to maintain license.

EEO/AA Statement

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

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

TOWN OF EAST HARTFORD

TITLE: Administrative Clerk II ~~Secretary II Senior Services~~
GRADE: ~~3~~ 5

DEPARTMENT: ~~As Assigned~~ Department of Health & Human Services,
Senior Services ~~at the Senior Center~~
04/18/2023 **DATE:** 07/01/87

Formatted: Strikethrough

Commented [BL1]:

Formatted: Strikethrough

POSITION DEFINITION:

Under supervision of Senior Services Coordinator and Program Supervisor, P performs general clerical work of some complexity and variety; and specialized clerical administrative work in assigned department. Enters and retrieves information ~~from~~ the public requiring knowledge of department programs and procedures. ~~Engages with residents regarding department programs, including registration as a senior center member, enrollment in available programs, and referral of residents to other senior services staff or departments to address resident needs.~~

Essential job Functions:

- ~~Primary Responsibility is to assist with the day-to-day operation of the Senior Center.~~
- ~~The person in this position is responsible for Daily Opening and closing of the Senior Center building on a daily basis.~~
- ~~Job functions and assignments are primarily performed at the Senior Center; however, assignments may involve working at other sites within Town for senior services program activities.~~

Formatted: Font: Not Bold, No underline

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold, No underline

Formatted: Font: Not Bold, No underline

Formatted: Font: Bold, Underline

GENERAL DUTIES:

- Receives oral and written instructions from supervisor. ~~Also, may act independently to initiate or complete certain tasks.~~
- Plans and organizes work according to established office or standard procedure.
- ~~Allocates work to clerks of lower grade.~~ Trains and supports clerical and part-time support staff allocating work as needed.
- Classifies and files materials such as correspondence, reports, or technical documents in an established filing system.
- Enters and retrieves information through a computer terminal.
- Prepares file information for review by a supervisor or public.
- Performs copying, faxing and mail duties (incoming and outgoing).
- Organizes and types materials for publication such as program brochures, activity schedules, special flyers, and tickets for events.
- ~~Utilizes Town-supported software programs to develop or update Using Canva, uploads advertisements for upcoming senior services events and other~~

Formatted: Strikethrough

Commented [BL2]:

communications to inform residents of program activities. keeping the information up to date.

- Provides information and referral services to public regarding department, unit or town programs and procedures.
- Observes strict confidentiality in maintaining restricted files and records.
- Transmits requested files, materials or related information to appropriate receiving agents.
- Answers telephone and greets visitor, refers them to appropriate person or office. Answers questions, gives out information to members of the public about department or Town services, cultural, social or recreational programs
- Respond to voice messages and emails in a timely fashion.
- ~~Receives and records fees.~~
- Signs up new members and updates existing members' information
- Assists members in registration for program activities, maintains program registers.
- Receives and processes money payments
- ~~Interacts with instructors and provide them with needed supplies, including -ie- Activity sheets, headset, etc.~~
- Prints off daily activity sheets checking who signed up for classes, who showed up for classes and who paid for classes.
- Selling ADA tickets and inputting them into the ADA system.
- Arranging for Senior Center Bus transportation.
- Maintains limited financial records for a department or a unit.
- Types letters, cards, reports, or forms from prepared material or rough copy.
- Composes routine letters or reports for review and signature by supervisor.
- ~~Prepares requisitions for materials and supplies.~~
- Directs complaints about the Senior Center and or Senior Services to the appropriate person, follows up to assure that the complaint has been resolved.
- Performs arithmetical computations as required.
- Reports work accomplished to supervisor.

Formatted: Strikethrough

Formatted: Indent: Left: 0"

Formatted: Underline

Formatted: Underline

Formatted: Strikethrough

ADDITIONAL DUTIES:

- Performs general receptionist duties.
- Maintains inventory of office materials ~~and supplies and ordering supplies as needed.~~
- ~~Maintains office petty cash fund.~~
- Operates office equipment such as calculators, photocopying machines, collators, and mailing equipment.
- Temporarily relieves other office staff as need requires and assists with programs as needed
- Proof read newsletter
- Tech assistance as needed
- Software trouble shooting
- Ability to put in IT work ticket and building work tickets.
-
- Performs related tasks as required.

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

Formatted: Font: Bold, Underline

SUPERVISED BY:

- ~~Receives immediate supervision an assigned supervisor. Senior Services Coordinator~~

Formatted: Strikethrough

QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with a high school education, and two years experience in general office work.
- Basic understanding of aging issues and a compassion for older adults
- Possess a friendly, professional demeanor
- Patience
- ~~Time management skills to ensure completion of tasks.~~
- Knowledge of basic office procedures, including filing, scheduling, posting and basic bookkeeping.
- Ability to follow written and oral instructions.
- Ability to acquire working knowledge of laws, regulations and procedures pertaining to mission of ~~assigned department. Senior Services~~
- Ability to type accurately.
- Ability to acquire skill to operate data and word processing equipment.
- Ability to maintain accurate files and records.
- Ability to add, subtract, multiply and divide all units to measure.
- Ability to deal cooperatively and effectively with others.

Formatted: Strikethrough

Physical and Mental Effort and Environmental Conditions:

The following physical and mental standards are identified as necessary to perform the essential duties and responsibilities. However, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

Commented [BL3]:

- Mobility: frequent sitting for long periods; occasional kneeling, crouching, pushing, pulling, walking, and standing; occasional reaching above and below desk level.
- Dexterity: frequent fine manipulation sufficient to operate a computer keyboard; frequent grasping to handle individual papers, write and take notes, and feel individual objects.
- Lifting: frequent lifting of papers, files, and material weighing up to 10 pounds; occasional lifting and carrying of equipment and other items up to 25 pounds.
- Visual Requirements: frequent use of vision sufficient to read files, documents, and computer screens and do close-up work.
- Hearing/Talking: frequent hearing and talking, in person and on the telephone.
- Emotional/Psychological Factors: frequent contact with others, including extensive public contact; frequent deadlines and time-limited assignments.
- ~~Works in an environment with continuous interruptions and background noise.~~
- ~~Includes exposure to video display terminals on a daily basis.~~
- ~~Must be able to work under stress from demanding deadlines and changing priorities and conditions.~~
- ~~Ability to handle a large volume of people and interacting with them.~~
- ~~Ability to be an active listener, to be understanding and possess the ability to end a conversation tactfully.~~

Formatted: Font: Not Bold

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Not Bold

LICENSE OR CERTIFICATE:

Not applicable.

EEO/AA Statement

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

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

Formatted: Font: Not Bold

TOWN OF EAST HARTFORD

TITLE: ~~Assistant Building Official (Plumbing and Heating Assistant Building Official – Plumbing & Mechanical)~~ **Grade:** ~~1113~~

Field Code Changed

Department: Inspections and Permits
~~8/3/107/1/2023~~

Date:

POSITION DEFINITION

Performs inspection, review, and enforcement duties in assisting in the administration and enforcement of the State of Connecticut Building Codes and related regulations. Provides lead supervision in ~~the inspection, review and acceptance of inspecting, reviewing, and accepting~~ plumbing, heating, air conditioning, ventilation, fire protection, and ancillary installations.

GENERAL DUTIES:

- Receives oral or written assignments from supervisor.
- Plans and organizes work according to unit and standard procedures.
- Allocates work to secretaries and clerks.
- Primary inspection assignment is within ~~the~~ respective construction discipline.
- Receives and reviews permit applications and plans.
- Analyzes and evaluates plans, including location, design, materials, and construction methods.
- Coordinates review with other town departments.
- Approves the issuance of permits.
- Performs field inspections of construction work in process to ~~assure-ensure~~ ~~the~~ conformity with the code and regulations.
- Maintain department records as required by the State of Connecticut Building Codes.
- Enforces the State of Connecticut Building Codes.
- Recommends issuance of certificates of occupancy.
- Confers with, and interprets code provisions and application procedures to architects, engineers, contractors, and members of the public.
- Assists ~~the~~ public ~~to-complyin~~ ~~complying~~ with ~~the~~ State of Connecticut Building Code and/or regulations.
- Assists Supervisor in ~~the~~ inspection and review of major construction projects.
- Prepares ~~supporting-to support~~ statistical and narrative reports for supervisor.
- Reports work accomplished to supervisor.
- ~~Assists subordinates in performing duties; adjusts errors and complaints;~~

- Assists in the preparation of and/or prepares a variety of studies, reports and related information for decision making purposes;
- Assists in the administration of the permitting function, including application, fee assessment and collection, permit issuance inspection and occupancy;
- Review current trends and developments in the field of construction, and suggests revisions to codes, ordinances and local regulations;
- Reviews proposed subdivision for code compliance;
-

- 1 -

TITLE: ASSISTANT BUILDING OFFICIAL-PLUMBING AND HEATING

ADDITIONAL DUTIES:

MECHANICAL ADDITIONAL DUTIES:

- Maintains documentation on the system on reviews and inspections.
- Investigates complaints of building code violations and takes corrective action.
- Provides technical consultation to town departments and commissions as needed.
- ~~Organizes and maintains files on inspection and review work.~~
- ~~Investigates complaints of building code violations and takes corrective action.~~
- ~~Provides technical consultation to town departments and commissions as needed.~~

SUPERVISED BY:

~~Receives general supervision from Director of Inspections and Permits.~~
Receives supervision from the Supervisor and Director of Development.

QUALIFICATIONS PROFILE:

- Ability to interpret engineering and architectural drawings and specifications.
- A strong working knowledge of the State of Connecticut Building Codes and related regulations and procedures.
- Ability to explain code and regulatory information to members of the public.
- Physical ability to inspect construction work in progress.
- Some ability to prepare and present written reports.
- Ability to work in poor weather conditions, including heat, cold, rain, or snow.
 - Ability to develop and maintain records, reports and logs;

Formatted: Font: Bold, Underline

- Ability to establish and maintain effective and courteous working relationships with State and Federal Officials, Town officials, public officials, other departments and agencies. Effective communication includes both verbal and written; also must have the ability to maintain confidentiality.
- Ability to enforce regulations firmly, tactfully, and impartially;

•

LICENSE OR CERTIFICATE:

- Certified ~~as an~~ Assistant Building Official, Section 29-261 of the Connecticut General Statutes.
 - Connecticut Motor Vehicle Operator's License.
 - P-2 and P1 (licensed for at least 2 years minimum).
 - -Must possess and retain a valid CT Motor Vehicle Operator's License
 - Graduation from a standard senior high school or GED equivalent, and five (5) years of experience in general construction and related fields, or up to a maximum of two (2) years' experience as an Assistant Building Official or one year as Provisional Building Official may be substituted for experience in the construction, design or supervision of construction of buildings.
-

TOOLS AND EQUIPMENT USED

Motor ~~vehicle~~vehicles, tape measure, level, ~~ruler~~rulers, ~~computer~~computers, ~~calculator~~calculators, testing devices of the building trade, and safety equipment such as hard hat and safety glasses.

PHYSICAL AND MENTAL DEMANDS

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

TITLE: ASSISTANT BUILDING OFFICIAL-PLUMBING AND HEATING

Work is performed both in an office setting and outdoors. Fieldwork is required in the inspection of construction sites. Hand-eye coordination is necessary to operate various pieces of office equipment. While performing the duties of this job, the employee is occasionally required to stand, walk, use hands to finger, handle, feel, or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to sit, climb, or balance, stoop, kneel, crouch, crawl, talk, or hear. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required for this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. ~~Employee~~ Employees must be able to read and interpret documents such as building codes and to write routine reports and correspondence. This position requires the ability to solve practical problems and deal with a variety of concrete variables.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts and construction equipment ~~and~~ in high, precarious places and is occasionally exposed to odorous, wet and/or humid conditions, or risk of electrical shock. The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

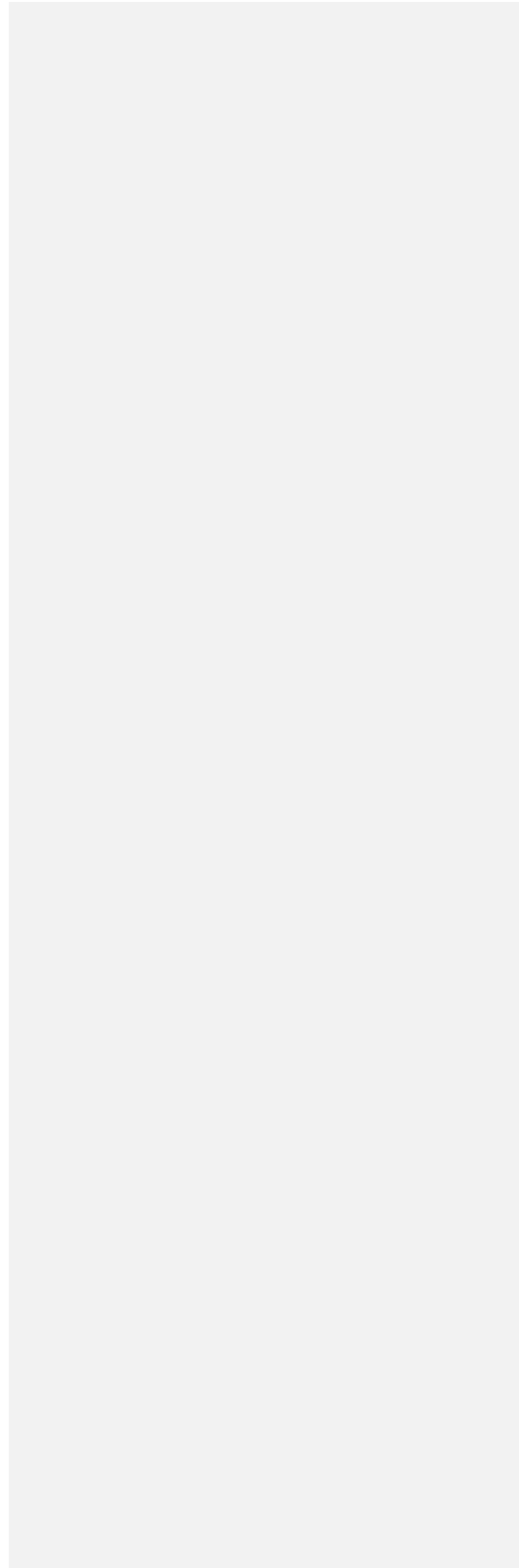
GENERAL GUIDELINES

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

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

EEO/AA Statement

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





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 7, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: AMUSEMENT PERMIT APPLICATIONS

The following Amusement Permits are before you due to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3 (e), passed by the Town Council:

Sec. 5-3 (e):

(e) If the application is submitted pursuant to subsection (b) of section 5-1 of the Town Ordinances, within one week of receipt of written comments from the Directors, the Chief of Police shall forward those comments to the Town Council. The Chief of Police shall also forward to the Town Council written comments pertaining to the impact the proposed amusement would have on the areas under the purview of the Police Department and any recommended changes in the planned operations, as well as a statement as to whether the Police Department can supply adequate police protection.

Please add the following amusement permits to the Town Council agenda for July 11, 2023 meeting.

- **Religious Community Outreach**
 - Saturday, July 15, 2023 from 11 AM to 3 PM at Martin Park (rain date on July 29, 2023).
- **East Hartford Latin Festival**
 - Saturday, July 29, 2023, from 12 – 6 PM at Alumni Park
- **National Night Out**
 - Tuesday, August 1, 2023, from 5-8 PM at Alumni Park

C: S. Sansom, Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

SCOTT M. SANSOM
CHIEF OF POLICE

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: June 30, 2023

Re: **Amusement Permit Application**
“Religious Community Outreach”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

Police Department

31 School Street

East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

SCOTT M. SANSOM
CHIEF OF POLICE

June 30, 2023

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

**Re: Outdoor Amusement Permit Application
"Religious Community Outreach"**

Dear Chairman Kehoe:

Attached please find the amusement permit application submitted by **Jeanette Peña, Secretary of Congregation of Yahweh**. The applicant seeks to do outreach within the community at **Martin Park** located at **307 Burnside Avenue** on **Saturday, July 15, 2023**, from **11:00 am – 3:00 pm** at the large pavilion. The congregation would like to introduce and minister to the community Music and preaching by the congregation and they will offer health services (blood pressure and cholesterol check) and social services. Food will be provided (hot dog cart). The **rain date is Saturday, July 29, 2023**.

The applicant respectfully **requests a waiver of the associated permit fee**, under the provisions of (TO) 5-6(a), this is an event to benefit the community and introduce their Congregation.

The applicant respectfully **requests a waiver of the associated time requirement** under the provisions of (TO) 5-2(a) because they have been working diligently to get all associated permits to have this event but were unaware that they needed an Outdoor Amusement Permit since they were holding the event on their own property.

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 **Risk Management Office** approves the application as submitted.

The **Office of Corporation Counsel** approves the application as submitted.

The **Fire Department** approves the application as submitted and indicates there are no anticipated costs to their Departments. **Applicant must contact the Fire Marshall's Office to schedule inspection of the food truck for the day of event at 860-291-7405.**

The **Health Department** approves the application as submitted and indicates there are no anticipated costs to their Departments. They are working with event organizer to assure food service operations meets requirements.

The Parks & Recreation and Public Works Departments approve the application as submitted and state there are no anticipated costs to their Departments.

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.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- There are no anticipated costs to the Department for this event.

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Monday, June 26, 2023 8:03 PM
To: Rivera, Augustina
Subject: RE: Proof of Insurance

ok

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, June 26, 2023 3:25 PM
To: Sasen, Christine <CSasen@easthartfordct.gov>
Subject: FW: Proof of Insurance

Hi Chris,

I just returned from vacation today and am catching up with all my stuff. I know I saw in some email that you will be away the rest of this week. So just checking, sure, did you approve this COI?

Tina

From: Fitzgerald, Laurie <lfitzgerald@easthartfordct.gov>
Sent: Monday, June 26, 2023 8:43 AM
To: Rivera, Augustina <ARivera@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Subject: FW: Proof of Insurance

From: Jeanette Peña <jeanettep870@gmail.com>
Sent: Monday, June 26, 2023 8:00 AM
To: Fitzgerald, Laurie <lfitzgerald@easthartfordct.gov>
Subject: Proof of Insurance

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

Good morning Laurie,

I have attached the corrected Insurance policy for the event on 7/15/23 at Martin Park. If there is anything additional you need please let me know.

Thank you!

Jeanette Pena

Rivera, Augustina

From: Fitzgerald, Robert
Sent: Monday, July 3, 2023 3:13 PM
To: Rivera, Augustina
Cc: Corp Counsel
Subject: RE: Out door Amusement Application corrected

Tina:

Thank you, I spoke with Sean in Parks and Rec. I have no further comment on this application and it is okay by me.

Robert Fitzgerald

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, July 3, 2023 8:22 AM
To: Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>
Subject: FW: Out door Amusement Application corrected

Robert,

Below are the Board Members Info.

Tina

From: Jeanette Peña <jeanettep870@gmail.com>
Sent: Monday, July 3, 2023 8:09 AM
To: Rivera, Augustina <ARivera@easthartfordct.gov>
Subject: Re: Out door Amusement Application corrected

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

Congregation of Yahweh Our address is 1184 Burnside Ave. East Hartford CT 06108 best contact phone number is 860-566-0135

On Mon, Jul 3, 2023 at 7:59 AM Jeanette Peña <jeanettep870@gmail.com> wrote:

Good morning Tina,

Our local Board members Information

Pastor: Min. Samuel Rosario

Treasurer: María Oquendo

Secretary: Jeanette Pena

Vocal member: Mayline Feliciano

Thank you,

Fire Dept



Scott Sansom
Chief of Police

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



Michael P Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Saturday, July 15th with a rain date of July 29th 2023

Event: "Religious Community Outreach"

Applicant: Congregation of Yahweh, by Jeanette Pena, Secretary

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____

Stephen J. Alsup _____ 6/23/2023 _____
 Signature Date
 Stephen J. Alsup, Assistant Fire Chief

Comments:

**TOWN OF EAST HARTFORD
FIRE MARSHALS OFFICE
ADMINISTRATIVE REVIEW
Amusement Permit**

DATE: 6/26/23

APPLICATION FOR: Religious Community Outreach

APPLICANT: Congregation of Yahweh, Templo New Beginnings 1184 Burnside Ave Janet Pena (860) 566-0135

ADDRESS: Martin Park, Burnside Ave East Hartford CT 06108

DATE(S) OF EVENT: 7/15/23 rain date 7/29/23

Pursuant to your request, a review of the above application was completed and the following recommendation is made:

- The application is approved as submitted.
- The application be revised. Approved conditionally.
- The application is disapproved.
- No application to the Connecticut Fire Safety Code

COMMENTS:

THE FOOD TRUCK WILL NEED AN INSPECTION PLEASE CALL (860) 291-7405 TO SCHEDULE THAT



**JOHN PELOW
FIRE MARSHAL
TOWN OF EAST HARTFORD**



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Saturday, July 15th with a rain date of July 29th 2023

Event: "Religious Community Outreach"

Applicant: Congregation of Yahweh, by Jeanette Pena, Secretary

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____

Laurence Burnsed, MPH, MBA
Signature

June 29, 2023
Date

Comments:

Health Department will work with event organizers to assure food service operations meet requirements.



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Saturday, July 15th with a rain date of July 29th 2023

Event: "Religious Community Outreach"

Applicant: Congregation of Yahweh, by Jeanette Pena, Secretary

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$0.00

Ted Fravel

Signature

6/28/23

Date

Comments:

This event will have no impact on the daily activities for the park.



Scott Sansom
Chief of Police

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



Michael P. Walcott
Mayor

Administrative Review of Amusement Permit

Event Date: Saturday, July 15 with a rain date of July 29 2023

Event: "Religious Community Outreach"

Applicant: Congregation of Yahweh, by Jeanette Pena, Secretary

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$_0.00_____

Alexander M. Trujillo 6/27/2023
Signature Date

Comments:

Our assumption is that Parks will have Rangers working so no PW staff needed.

Rivera, Augustina

From: Hawkins, Mack
Sent: Wednesday, June 28, 2023 7:19 AM
To: Rivera, Augustina; Alsup, Steve; Pelow, John; Burnsed, Laurence; Fravel, Theodore; Trujillo, Alexander; Fitzgerald, Robert
Subject: RE: Outdoor Amusement Permit Application "Religious Community Outreach"

Tina,

I have reviewed the Outdoor Amusement Permit Application for the "Religious Community Outreach." I approve the application as submitted. Please mark the worksheet "Extra Attention" for the day of the event.

Thank you,

Mack S. Hawkins

Assistant Chief of Police
East Hartford Police Department
[31 School St.](#)
[East Hartford, CT 06108](#)
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, June 27, 2023 9:49 AM
To: Alsup, Steve <SAlsup@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application "Religious Community Outreach"

Just a friendly reminder that comments on this event are due Thursday, need to get this on time to Mayor's Office by Friday morning. Chris Sasen has approved their Certificate of Insurance.

Thank you.

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

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

- Name of Event:**
Religious Community Outreach
- Date(s) of Event:**
July 15, 2023 Rain Date 7/29/23
- 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):**
Congregation of Yahweh
[REDACTED]
1184 Burnside Ave.
East Hartford, C.T. 08108
Jeanette Pena, Secretary
860-546-0135
jeanettep870@gmail.com
- If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.**
Congregation of Yahweh Inc.
Templo Shalom
578 Main Street
Paterson, NJ 07503
Pastor: Min. Samuel Rosario
Treasurer: Maria Aguendo
Secretary: Jeanette Pena
Vocal Member: Mayline Feliciano
- List the location of the proposed amusement: (Name of facility and address)**
Martin Park, Burnside Ave, East Hartford C.T. 08108 *Large Pavillion Area, reserved with*
Parks and Recreation
- List the dates and hours of operation for each day (if location changes on a particular day, please list):**
July 15, 2023 11am-3pm
- Provide a detailed description of the proposed amusement:**
Our Congregation would like to introduce and minister to the community, offer the community health services which we are speaking with Amanda Garrity MSN, RN. Services provided Blood pressure & cholesterol check, social services.

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 7/15/23 11am-3pm music & preaching by Congregation.

9. What is the expected age group(s) of participants?

9 yrs. old- 80 yrs. old

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

50-75 participants.

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

N/A

c. Parking plan on site & impact on surrounding / supporting streets:

N/A

d. Noise impact on neighborhood:

We will have speakers, microphones & instruments to minister and sing.

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

We will clean and be responsible for the area were we will be holding event.

f. List expected general disruption to neighborhood's normal life and activities:

The event will have speaker's, instrument's but the volume will be at a moderate.

g. Other expected influence on surrounding neighborhood:

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Yes

b. Provisions for notification of proper authorities in the case of an emergency:

yes

c. Any provision for on-site emergency medical services:

First aid kit, CERT certified congregation members.

d. Crowd control plan:

We will have ushers who will be responsible to direct and answer any question for people attending.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

We will clean and be responsible for the area were we will be holding event.

- f. Provision of sanitary facilities
We will use public bathrooms at park.
13. Will food be provided, served, or sold on site. *Hot dog cart*
- a. Food available: Yes No AND
- b. Contact has been made with the East Hartford Health Department Yes No.
14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,
- Yes No Alcoholic beverages will be served / provided.
- If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:
- a. For such sale or provision,
- b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.
- Check if copy of the liquor permit, as required by State law, is included with application.
15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):
*Time waiver requested
Fee waiver requested - we want to benefit the community and introduce our congregation.*

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties

- a. False Statement is a Class A Misdemeanor.
- b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge

Congregation Of Yahweh
(Legal Name of Applicant)

Jeanette Pena
(Applicant Signature)

Jeanette Pena
(Printed Name)

6-23-2023
(Date Signed)

Secretary
(Capacity in which signing)

(Click button to send application electronically to ehpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

~~NO~~

Certificate of Alcohol Liability Included:

YES

~~NO~~

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Outdoor Amusement Permit Fees:

Sport, athletic contest, musical, operatic, dramatic,
theatrical or pictorial performance or other exhibitions

\$ 10/performance §5-6

Parades

\$ 25/each parade §5-6

Fireworks display or air show

\$ 25/performance §5-6

Carnival, rodeo, circus, or tent show

\$ 100/day §5-6

Total Assessed Amusement Permit Fee

Received By: C. Fitzgerald

Employee Number: 9080

Date & Time Signed: 6/23 6:56 ^{AM} PM

Time remaining before event: 20+ days.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Church Mutual Insurance Company, S.I.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED CONGREGATION OF YAHWEH 1184 Burnside Ave Unit 6 East Hartford CT 061081598		NAIC# 18767	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		0259967 25-453700	12/27/2022	12/27/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
DED RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

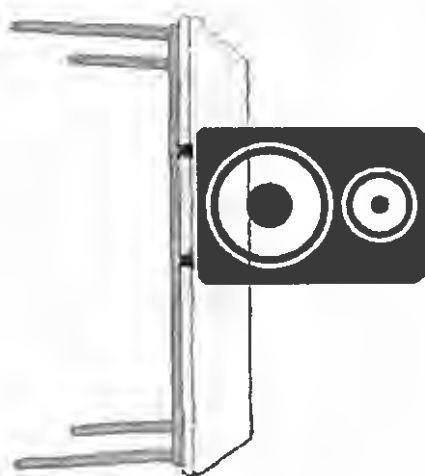
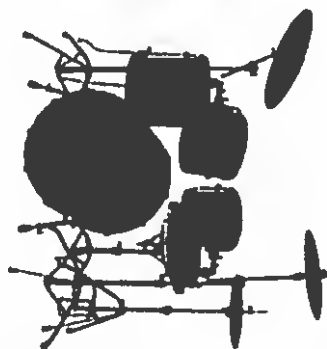
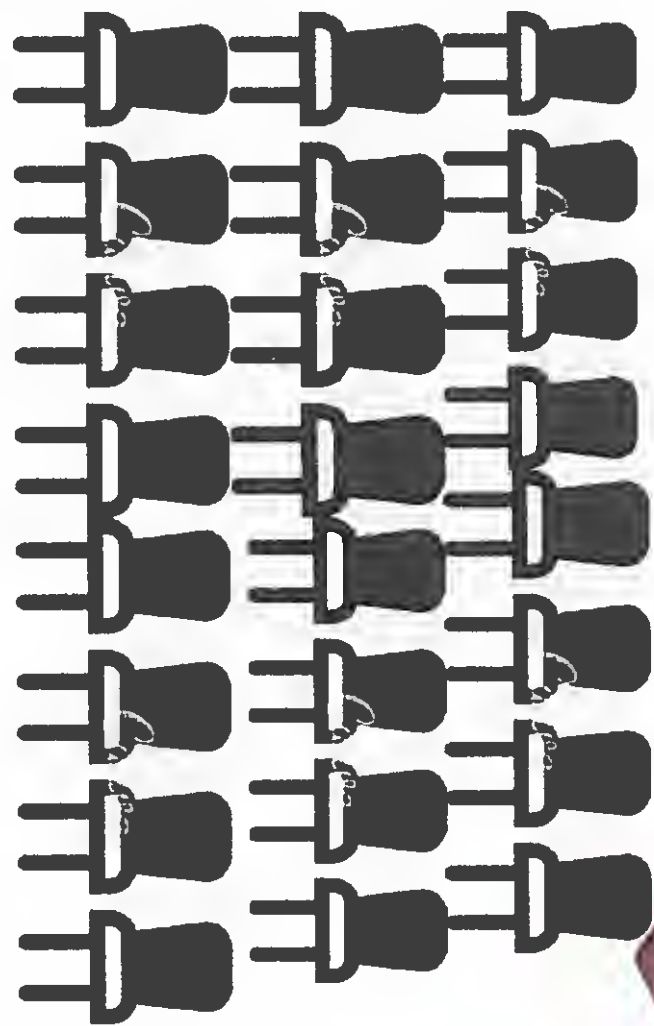
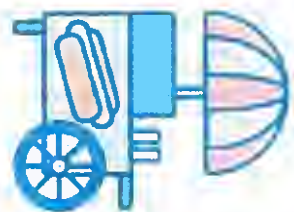
Town of East Hartford, its officials, employees, volunteers, board and commissions are included as additional insured on the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

Town of East Hartford 740 Main St East Hartford CT 06108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: June 30, 2023

Re: **Amusement Permit Application**
“East Hartford Latin Festival”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

June 30, 2023

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

**Re: Outdoor Amusement Permit Application
"East Hartford Latin Festival"**

Dear Chairman Kehoe:

Attached please find the amusement permit application from **The Town of East Hartford Mayor's Office by Connor Martin, Chief of Staff**. The applicant seeks to conduct a Latin Festival on **Saturday, July 29, 2023 from 12:00pm to 6:00pm** at the **Town Green/Alumni Park**. This celebration will feature **live entertainment, local vendors, food trucks and games (bounce house, face painting, dominoes tournament) and other fun activities for families**.

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 Risk Management Office approves the application as submitted.

The Office of Corporation Counsel approves the application as submitted but states that if it is later determined that alcohol will be served by vendors then the application should be amended to reflect as such and will need additional permits pursuant to Town Ordinance 14-10 and Ordinance 14-7.

The Fire Department approves the application as submitted and indicates there are no anticipated costs to their Department. The Fire Marshal will need to inspect any food trucks, food and inflatables that will be present day of event, therefore applicant is to work with Fire Marshal's office to ensure inspections are scheduled.

The Health Department approves the application as submitted and note that they will work with organizers to assure all food vendors are licensed and inspected prior to the event.

The Parks & Recreation Departments approves the application as submitted and state there are no anticipated costs to their Departments.

The Public Works Department approves the application as submitted and indicates there is anticipated costs of \$1,500 to their Department.

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.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- There are no anticipated costs to the Department for this event.

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Wednesday, June 28, 2023 2:35 PM
To: Rivera, Augustina
Subject: Fwd: CERTIFICATE REQUEST

Get [Outlook for iOS](#)

From: Sasen, Christine <CSasen@easthartfordct.gov>
Sent: Tuesday, June 27, 2023 11:11:19 AM
To: Cooper, Jonathan <JCooper@easthartfordct.gov>
Cc: David Hulme <dehulme@att.net>; Martin, Connor <CMartin@easthartfordct.gov>
Subject: Re: CERTIFICATE REQUEST

COI ok. Chris

Get [Outlook for iOS](#)

From: Cooper, Jonathan <JCooper@easthartfordct.gov>
Sent: Tuesday, June 27, 2023 11:06:35 AM
To: Sasen, Christine <CSasen@easthartfordct.gov>
Cc: David Hulme <dehulme@att.net>; Martin, Connor <CMartin@easthartfordct.gov>
Subject: FW: CERTIFICATE REQUEST

Hello Christine,

Please see updated Party People COI for Latin Fest Event.

Best,
Jon

From: Lindsay Raffael <lraffael@desanctisins.com>
Sent: Monday, June 26, 2023 9:37 AM
To: David Hulme <dehulme@att.net>; Cooper, Jonathan <JCooper@easthartfordct.gov>
Subject: RE: CERTIFICATE REQUEST

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

Hi,

Please see attached.
Thank you!

Rivera, Augustina

From: Fitzgerald, Robert
Sent: Tuesday, June 27, 2023 12:00 PM
To: Rivera, Augustina; Hawkins, Mack; Martin, Connor
Cc: Corp Counsel
Subject: RE: Outdoor Amusement Permit Application "East Hartford Latin Festival"

Tina:

Good morning, this application is okay by me and I have no comment.

If it is later determined that alcohol will be served by vendors then the application should be amended to reflect as such and we will need additional permits pursuant to Town Ordinance 14-10 and Ordinance 14-7.

Robert Fitzgerald

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, June 27, 2023 9:45 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application "East Hartford Latin Festival"

Good morning,

I am back from vacation so you can forward to me the comments moving forward. This is just a friendly reminder that they are due tomorrow.

Thank you.

Tina

From: Fitzgerald, Laurie <lfitzgerald@easthartfordct.gov>
Sent: Tuesday, June 20, 2023 10:30 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Jason <Jcohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Rivera, Augustina <ARivera@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application "East Hartford Latin Festival"

Attached are both the Director's Review & Notice and a copy of the Outdoor Amusement Permit Application from the Town of East Hartford Mayor's Office by Connor Martin, Chief of Staff, "East Hartford Latin Festival" event to be held on Saturday, July 29, 2023 from 12:00 pm to 6:00 pm at Town Green/Alumni Park.

Fire



Scott Sansom
Chief of Police

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



Michael P Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, July 29, 2023**

Event: **"East Hartford Latin Festival"**

Applicant: **The Town of East Hartford's Mayor's Office**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ _____

Stephen J. Alsup

Signature
Stephen J. Alsup, Assistant Fire Chief

6/22/2023

Date

Comments:

**TOWN OF EAST HARTFORD
FIRE MARSHALS OFFICE
ADMINISTRATIVE REVIEW
Amusement Permit**

DATE: 6/28/23

APPLICATION FOR: East Hartford Latin Festival

APPLICANT: Town of East Hartford
740 Main St, East Hartford CT 06108

ADDRESS: East Hartford Town Green/Alumni Park 50 Chapman Pl

DATE(S) OF EVENT: July 29th 2023 12:00pm – 6:00pm

Pursuant to your request, a review of the above application was completed and the following recommendation is made:

- The application is approved as submitted.
- The application be revised. Approved conditionally.
- The application is disapproved.
- No application to the Connecticut Fire Safety Code

COMMENTS: will need inspections for inflatables, food, and liquor



**JOHN PELOW
FIRE MARSHAL
TOWN OF EAST HARTFORD**



Scott Sansom
Chief of Police

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

Health Dept



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, July 29, 2023**

Event: **"East Hartford Latin Festival"**

Applicant: **The Town of East Hartford's Mayor's Office**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$ _____

Laurence Burns, MPH, MBA

Signature

June 29, 2023

Date

Comments:

Health Department will work with organizers to assure all food vendors are licensed and inspected prior to the event.



Scott Sansom
Chief of Police

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

Parks & Rec



Michael P Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, July 29, 2023**

Event: **"East Hartford Latin Festival"**

Applicant: **The Town of East Hartford's Mayor's Office**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$0.00

Ted Fravel _____ 6/27/23 _____
Signature Date

Comments:



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, July 29, 2023**

Event: **"East Hartford Latin Festival"**

Applicant: **The Town of East Hartford's Mayor's Office**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$1500. _____

Alexander M. Trujillo *6/21/2023*
Signature Date

Comments:

Rivera, Augustina

From: Hawkins, Mack
Sent: Wednesday, June 28, 2023 7:21 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application "East Hartford Latin Festival"

Tina,

I have reviewed the Outdoor Amusement Permit Application for "East Hartford Latin Festival." I approve the application as submitted. Please mark the worksheet "Extra Attention" for the day of the event.

Thank you,

Mack S. Hawkins

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

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, June 27, 2023 9:45 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application "East Hartford Latin Festival"

Good morning,

I am back from vacation so you can forward to me the comments moving forward. This is just a friendly reminder that they are due tomorrow.

Thank you.

Tina

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

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

1. **Name of Event:**
East Hartford Latin Festival
2. **Date(s) of Event:**
July 29th, 2023
3. **Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):**
Town of East Hartford, 740 Main Street East Hartford CT 06108, 860-291-7203
4. **If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.**
Town of East Hartford, 740 Main Street East Hartford CT 06108, 860-291-7203
5. **List the location of the proposed amusement: (Name of facility and address)**
Town Green/ Alumni Park
6. **List the dates and hours of operation for each day (if location changes on a particular day, please list):**
12pm - 6pm.
7. **Provide a detailed description of the proposed amusement**
The event will mirror Juneteenth or Fall fest with live entertainment, local vendors, food trucks and games (bounce house, face painting, dominos tournament).

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 12-6 pm

9. What is the expected age group(s) of participants?
1-100

10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.)
500-1,500

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Contained in park, some parking and traffic impact to the surrounding roads.

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:
Parking on site at the Town green/ CCC

c. Parking plan on site & impact on surrounding / supporting streets:
Parking on site at the Town green/ CCC/ surrounding streets

d. Noise impact on neighborhood:
Loud music from 12-6pm.

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:
Will have parks add more trash cans, will perform clean up after.

f. List expected general disruption to neighborhood's normal life and activities:
Loud music, traffic, pedestrian traffic.

g. Other expected influence on surrounding neighborhood:
N/A

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:
Park will remain accessible to emergency vehicles

b. Provisions for notification of proper authorities in the case of an emergency:
No special provisions.

c. Any provision for on-site emergency medical services:
No special provisions

d. Crowd control plan:
PD and Fire will implement crowd control plan. Crowd will be contained to within the park.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:
Parks will return park to its pre-amusement condition.

f. Provision of sanitary facilities:

Sanitary facilities already on site. May allow people to use bathrooms inside of CCC.

13. Will food be provided, served, or sold on site:

a. Food available: Yes No AND

b. Contact has been made with the East Hartford Health Department Yes No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Connor Martin

(Legal Name of Applicant)


(Applicant Signature)

Connor Martin

(Printed Name)

6/19/2023

(Date Signed)

Chief of Staff, Mayor's office

(Capacity in which signing)

• (Click button to send application electronically to ehpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included: YES
Liquor Permit Included: YES
Certificate of Alcohol Liability Included: YES
Time Waiver Request Included: YES
Fee Waiver Request Included: YES



Outdoor Amusement Permit Fees:

Sport, athletic contest, musical, operatic, dramatic,
theatrical or pictorial performance or other exhibitions \$ 10/performance §5-6
Parades \$ 25/each parade §5-6
Fireworks display or air show \$ 25 performance §5-6
Carnival, rodeo, circus, or tent show \$ 100/day §5-6

Total Assessed Amusement Permit Fee

Received By: L. Fitzgerald

Employee Number: 9080

Date & Time Signed: 6/19/2023 2:46 AM PM

Time remaining before event: 304 days.

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



PARTPEO-03

LRAFFAEL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeSanctis Insurance Agency, Inc. 100 Unicorn Park Drive Woburn, MA 01801	CONTACT NAME: Lindsay Raffael PHONE (A/C, No, Ext): (781) 569-0120 FAX (A/C, No): E-MAIL ADDRESS: lraffael@desanctisins.com														
INSURED Party People, Inc. dba Party People of CT 46 Quirk Road Milford, CT 06460	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Cincinnati Specialty Underwriters Insurance Company</td> <td style="text-align: center;">13037</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Cincinnati Specialty Underwriters Insurance Company	13037	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Cincinnati Specialty Underwriters Insurance Company	13037														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0712588	7/25/2022	7/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0172590	7/25/2022	7/25/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Inflatables. TOWN OF EAST HARTFORD is named as an Additional Insured under the Commercial General Liability,

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF EAST HARTFORD 50 CHAPMAN PLACE East Hartford, CT 06108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

DeSanctis Agency - CERTIFICATE REQUEST

Date: 5/23/23 Time: _____

INSURED: party people inc

Requested by: david hulme

Phone #: 203-878-3458

CERTIFICATE HOLDER:

attn: JONATHAN COOPER

TOWN OF EAST HARTFORD

50 CHAPMAN PLACE

east hartford, ct 06108

MAIL TO: Insured Cert. Holder Other Insured FAX #: _____

FAX TO: Insured Cert. Holder Other Holder FAX #: _____

EMAIL TO: Insured Cert. Holder Other Holder Email: JCooper@easthartfordct.gov

Current coverages and limits? Changes? (Please indicate below or attach Contract specs.)

CO	TYPE OF INSURANCE	POLICY NO.	EFF DATE	EXP DATE	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY	\$
	<input type="checkbox"/> ALL OWNED AUTOS				(Per person)	
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY	\$
	<input type="checkbox"/> HIRED AUTOS				(Per accident)	
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
	THE PROPRIETOR / PARTNERS/EXECUTIVE OFFICERS ARE				EACH ACCIDENT	\$
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	OTHER					

PROJECT TO BE PERFORMED (Including type & location of work): inflatables

ADDITIONAL INSUREDS? No Yes, WAIVER OF SUBROGATION? No Yes (If Yes for either, please Include Relationship, Cost, Est. Payroll, & Duration):

TOWN OF EAST HARTFORD DATE NEEDS TO BE ON CERTIFICATE OF 7/29/23

IS BUILDERS RISK NEEDED? No Yes \$ _____ Limit, Flood? Quake? Boiler? Soft Costs?
 IN WHAT STATE IS THE PROJECT BEING PERFORMED? ct (If not in your Home State, or coverage for that State is not evidenced on your normal master certificate, other coverage arrangements must be addressed immediately.)

REMARKS: _____

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: June 30, 2023

Re: **Amusement Permit Application**
“National Night Out”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department



TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

June 30, 2023

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

**Re: Outdoor Amusement Permit Application
"National Night Out"**

Dear Chairman Kehoe:

Attached please find the amusement permit application submitted by **Marc Caruso, PIO/Liaison/Community Outreach of the East Hartford Police Department**. The applicant seeks to conduct an annual community-building campaign on **Tuesday, August 1, 2023, from 5:00 pm – 8:00 pm at Alumni Park**. This is a community event designed to build trust between our residents and the police department. This event is held on the first Tuesday in August across the United States. There will be games, and activities such as a BMX bike demonstration, K-9 demonstration, displays of emergency service units, music, a bouncy house and a dunk tank. There will also be food and beverages provided.

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 Risk Management Office approves the application as submitted. The BMX bike demonstration will be pending approval of the vendor's Certificate of Insurance.

The Office of Corporation Counsel approves the application as submitted.

The Fire Department approves the application as submitted and indicates there are no anticipated costs to their Departments. Applicant must contact the Fire Marshall's Office to schedule inspection of the food truck at 860-291-7405.

The Health Department approves the application as submitted and indicates there are no anticipated costs to their Departments.

The Parks & Recreation approves the application as submitted and indicates there are no anticipated costs to their Departments.

The Public Works Departments approves the application as submitted and state the anticipated costs to their Department will be \$1,000.

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.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- The anticipated costs to the Department for this event will be **\$6,575.18**.

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Thursday, June 29, 2023 2:22 PM
To: Hawkins, Mack; Fitzgerald, Robert; Rivera, Augustina
Cc: Corp Counsel
Subject: Re: Outdoor Amusement Permit Application - "National Night Out"

Tina, , please ask bmx vendor for COI with TOEH as Certificate Holder. I would like evidence of at least General Liability and Worker's' Compensation. I just want to see what insurance he has. Thx.

Get [Outlook for iOS](#)

From: Hawkins, Mack <MHawkins@easthartfordct.gov>
Sent: Thursday, June 29, 2023 2:02:20 PM
To: Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Rivera, Augustina <ARivera@easthartfordct.gov>
Cc: Corp Counsel <corpcounsel@easthartfordct.gov>
Subject: RE: Outdoor Amusement Permit Application - "National Night Out"

Yes. The owner does the performance and he is licensed and insured.

Mack S. Hawkins

Assistant Chief of Police
East Hartford Police Department
[31 School St.](#)
[East Hartford, CT 06108](#)
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>
Sent: Thursday, June 29, 2023 1:48 PM
To: Hawkins, Mack <MHawkins@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Rivera, Augustina <ARivera@easthartfordct.gov>
Cc: Corp Counsel <corpcounsel@easthartfordct.gov>
Subject: RE: Outdoor Amusement Permit Application - "National Night Out"

The BMX vendor, is it their own staff doing the performance? And do they bring and set-up their own materials?

Robert Fitzgerald

Rivera, Augustina

From: Fitzgerald, Robert
Sent: Wednesday, June 28, 2023 3:18 PM
To: Sasen, Christine; Rivera, Augustina; Hawkins, Mack
Cc: Corp Counsel
Subject: RE: Outdoor Amusement Permit Application - "National Night Out"

Tina:

If the facts as noted by Chris below are accurate then I am okay with this one and have no further comment.

Robert Fitzgerald

From: Sasen, Christine <CSasen@easthartfordct.gov>
Sent: Wednesday, June 28, 2023 3:11 PM
To: Rivera, Augustina <ARivera@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Cc: Corp Counsel <corpcounsel@easthartfordct.gov>
Subject: Re: Outdoor Amusement Permit Application - "National Night Out"

My understanding is Town employees are in dunk tank. BMX and K-9 is our PD. Each prior year I have been asked to waive the COI for Bounce House from Josh Litwin as it is donated. Please request one if Robert prefers. Chris

Get [Outlook for iOS](#)

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Wednesday, June 28, 2023 2:51:31 PM
To: Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Cc: Corp Counsel <corpcounsel@easthartfordct.gov>
Subject: RE: Outdoor Amusement Permit Application - "National Night Out"

Hi Robert,

I was out on vacation, but Laurie placed a copy of an email from Chris with approval, I have attached it. I am copying Chris on this email in case she wants to add anything.

Tina

From: Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>
Sent: Wednesday, June 28, 2023 2:48 PM
To: Rivera, Augustina <ARivera@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Cc: Corp Counsel <corpcounsel@easthartfordct.gov>
Subject: RE: Outdoor Amusement Permit Application - "National Night Out"

Tina:



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

fire

Administrative Review of Amusement Permit

Event Date: Tuesday, August 1, 2023

Event: "National Night Out"

Applicant: **East Hartford Police Department, Ofc. Marc Caruso,
PIO/Liaison/Community Outreach**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ _____

Stephen J. Alsup

Signature
Stephen Alsup, Assistant Fire Chief

6/22/2023

Date

Comments:

**TOWN OF EAST HARTFORD
FIRE MARSHALS OFFICE
ADMINISTRATIVE REVIEW
Amusement Permit**

DATE: 6/26/23

APPLICATION FOR: National Night Out

APPLICANT: EHPD

ADDRESS: Alumni Park 1021 Main St

DATE(S) OF EVENT: August 1st 2023 1700-2000

Pursuant to your request, a review of the above application was completed and the following recommendation is made:

- The application is approved as submitted.
- The application be revised. Approved conditionally.
- The application is disapproved.
- No application to the Connecticut Fire Safety Code

COMMENTS: Food Trucks will need inspection



**JOHN PELOW
FIRE MARSHAL
TOWN OF EAST HARTFORD**



Scott Sansom
Chief of Police

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

Health Dept



Michael P Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Tuesday, August 1, 2023

Event: "National Night Out"

Applicant: East Hartford Police Department, Ofc. Marc Caruso,
PIO/Liaison/Community Outreach

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____

Laurence Burnsed, MPH, MBA

June 29, 2023

Signature

Date

Comments:



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Tuesday, August 1, 2023

Event: "National Night Out"

Applicant: East Hartford Police Department, Ofc. Marc Caruso,
PIO/Liaison/Community Outreach

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
 - x 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - x Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$0.00

Ted Fravel

Signature

6/27/23

Date

Comments:

Public Works



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Tuesday, August 1, 2023

Event: "National Night Out"

Applicant: **East Hartford Police Department, Ofc. Marc Caruso,
PIO/Liaison/Community Outreach**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed, and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$1000. _____

Signature *Alexander M. Trujillo* Date *6/21/2023*

Comments:

Rivera, Augustina

From: Hawkins, Mack
Sent: Wednesday, June 28, 2023 8:05 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application - "National Night Out"

Tina,

I have reviewed the Outdoor Amusement Permit Application for National Night Out for 2023. I approve the application as submitted. The anticipated cost to the East Hartford Police Department for this event is \$6,575.18.

Thanks in advance,

Mack S. Hawkins

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

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, June 27, 2023 9:52 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Fitzgerald, Robert <rfitzgerald@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application - "National Night Out"

Just a friendly reminder that your comments are due tomorrow. Need to get this on time to Mayor's Office by Friday. Thanks.

From: Fitzgerald, Laurie <lfitzgerald@easthartfordct.gov>
Sent: Friday, June 16, 2023 11:55 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Trujillo, Alexander <atrujillo@easthartfordct.gov>

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

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

1. Name of Event:
National Night Out
2. Date(s) of Event:
August 1st, 2023
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):
East Hartford Police Department
31 School St East Hartford, CT
Officer Marc Caruso
PIO/Liaison/Community Outreach .
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address
N/A
5. List the location of the proposed amusement: (Name of facility and address)
Alumni Park 1021 Main St East Hartford
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
8/01/23 @ 5-8 P.M.
7. Provide a detailed description of the proposed amusement:
A community event with games and activities designed to build trust between our residents and police department. This is a national program taking place on this night in hundreds of communities.

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? **same as hours of operation**

9. What is the expected age group(s) of participants?
All ages

10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.)
800

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

heavy pedestrian and vehicle traffic

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:
There are no anticipated street closings

c. Parking plan on site & impact on surrounding / supporting streets:
Parking available on street as well as in Alumni Park

d. Noise impact on neighborhood:
minimal noise set to completely stop by 8 P.M.

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:
Trash and recyclables will be coordinated through Public Works

f. List expected general disruption to neighborhood's normal life and activities:
Minimal disruptions outside of music and traffic

g. Other expected influence on surrounding neighborhood:
N/A

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:
Several police and fire personnel will be on scene.

b. Provisions for notification of proper authorities in the case of an emergency:
Emergency services will be on scene.

c. Any provision for on-site emergency medical services:
EMS will be on scene, no provisions.

d. Crowd control plan:
Monitored and controlled by the East Hartford Police Department.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:
Order will be restored by police personnel and Public Works

f. Provision of sanitary facilities:

Portable toilet station will be provided by Public Works, and washing stations set up near food prep

13. Will food be provided, served, or sold on site:

a. Food available: Yes No AND

b. Contact has been made with the East Hartford Health Department Yes No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,
N/A

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.
N/A

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

N/A

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Marc Caruso

(Legal Name of Applicant)

Marc Caruso
(Applicant Signature)

Marc Caruso
(Printed Name)

6/15/2023
(Date Signed)

(Capacity in which signing)

(Click button to send application electronically to ehpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included: YES
Liquor Permit Included: YES
Certificate of Alcohol Liability Included: YES
Time Waiver Request Included: YES
Fee Waiver Request Included: YES

NO
 NO
 NO
 NO
 NO

Outdoor Amusement Permit Fees:

Sport, athletic contest, musical, operatic, dramatic, theatrical or pictorial performance or other exhibitions \$ 10/performance §5-6
Parades \$ 25/each parade §5-6
Fireworks display or air show \$ 25/performance §5-6
Carnival, rodeo, circus, or tent show \$ 100/day §5-6

Total Assessed Amusement Permit Fee

Received By: L Fitzgerald

Employee Number: 9080

Date & Time Signed: 6/15/2023 12:38 AM PM

Time remaining before event: 30+ days.

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

Attachment – Outdoor Amusement Permit Application

National Night Out

Police National Night Out is an annual community-building campaign that brings law enforcement officials and communities together to promote police-community partnerships and foster neighborhood camaraderie. Held on the first Tuesday in August across the United States, this event aims to strengthen trust and cooperation between law enforcement agencies and the communities they serve.

During Police National Night Out, local police departments collaborate with residents, businesses, and community organizations to organize a wide range of activities. These may include cookouts, educational programs, safety demonstrations, and various interactive events. The overall objective is to provide an opportunity for community members to interact with law enforcement officers in a relaxed and friendly environment.

One of the main goals of Police National Night Out is to enhance public safety by promoting crime prevention and community involvement. Law enforcement agencies use this occasion to share valuable information and resources with community members, such as crime prevention tips, home security measures, and ways to report suspicious activities. Additionally, officers may engage in conversations with residents, listen to their concerns, and provide guidance on specific issues affecting the community.

The event also serves as a platform for strengthening bonds within neighborhoods. By fostering positive interactions between law enforcement and community members, Police National Night Out helps to build trust, increase understanding, and create a sense of unity. It encourages residents to become active participants in maintaining the safety and well-being of their communities and instills a collective responsibility for crime prevention.

Police National Night Out has proven to be an effective initiative in promoting safer neighborhoods, reducing crime rates, and enhancing police-community relationships. It provides an opportunity for law enforcement agencies to showcase their dedication to serving and protecting the community, while residents gain a deeper appreciation for the challenges faced by officers in maintaining public safety.

Ultimately, Police National Night Out serves as a powerful reminder that strong partnerships between law enforcement and communities are crucial in creating safe, thriving, and harmonious neighborhoods. By bringing people together, fostering mutual respect, and encouraging open dialogue, this event plays a vital role in promoting a safer and more connected society.

During our National Night Out we will be having BMX bike demonstration, K-9 Demonstration, displays of emergency service units, music, a bounce house, and dunk tank as well as food and beverages.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 3, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$13,966.54 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the July 11th, 2023 Town Council meeting.

Thank you.

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

INTEROFFICE MEMORANDUM

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

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

SUBJECT: REFUND OF TAXES

DATE: 6/28/2023

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$13,966.54 Please see attached listing. Please place this item on the Town Council agenda for July 11, 2023

Bill	Name/ Check Payable to:	Address	City/State/Zip	Prop Loc/Vehicle Info.	Fee Paid	Int Paid	Over Paid
2021-01-0000926	BAKRINA ADRIAN	60 CROMWELL ST	HARTFORD, CT 06114	179 WOODMONT DR		0	-3,850.93
2020-03-0056884	COLLINS CHERYL J	14 S BROAD ST B207	MERIDEN, CT 06450-6535	2006/3GNDA23PX6S560507		0	-45.99
2021-01-0000132	CORELOGIC CENTRALIZED REFUNDS	3001 HACKBERRY RD	IRVING, TX 75063	640 FORBES ST		0	-3,191.65
2021-03-0058850	DEARCE MIRIAM	90 SMITH DR	EAST HARTFORD, CT 06118-1545	1999/4T1BF18B1XU329372		0	-74.25
2005-03-0065935	EASTMOND KENYA	170 BREWER ST	EAST HARTFORD, CT 06118	1995/1C3EJ56H2SN556012	-54.78	-274.93	-90.29
2021-01-0008719	MANCUSO CAREY TRUSTEE	180 SILAS DEANE HWY SUITE 201	ROCKY HILL, CT 06067	207 RIDGEWOOD RD		0	-3,151.47
2019-03-0073676	MELENDEZ RODRIGO	536 REDSTONE HILL RD APT 23	BRISTOL, CT 06010	2017/JF2SJADC1HH441456		0	-322.43
2021-03-0073159	MIYASATO MIRIAN L	16 COLGATE LN	EAST HARTFORD, CT 06108-1308	2012/JN8AE2KP3C9035809		0	-49.82
2021-03-0074817	NISSAN INFINITI LT LLC	P O BOX 650214	DALLAS, TX 75265	2020/5N1AZ2AS1LN125064		0	-579.19
2020-04-0086795	OTERO NICHOLAS R	11450 PRAIRIE VIEW CT	RED BLUFF, CA 96080-7795	2014/1G1PC55BXE7413214		0	-148.94
2021-03-0075982	PADILLA-UGAZ BEATRIZ S	22 JERRY RD	EAST HARTFORD, CT 06118	2007/1N4AL21E87N491325		0	-76.67
2021-01-0014181	TELES NANCY	58 GAIL RD	EAST HARTFORD, CT 06108	97 ALPS DR		0	-1,865.62
2021-03-0084611	TOYOTA LEASE TRUST	3200 WEST RAY ROAD	CHANDLER, AZ 85226	2018/JTJBARBZ4J2159516		0	-189.58
SUB TOTAL					-54.78	-274.93	-13,636.83
TOTAL							<u>-13,966.54</u>