

Robert J. Posak

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
JULY 12, 2016

2016 JUL - 7 A 8: 33
TOWN CLERK
EAST HARTFORD

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
 - A. Beautification Commission's June 2016 Awards:
 1. Residential: The Volarat Family, 1278 Forbes Street
 2. Business: McDonald's, 1261 Burnside Avenue
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 21, 2016 Executive Session
 - B. June 21, 2016 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Resignation of Thomas Ogar from Personnel Appeals Board and Justice of the Peace
7. OLD BUSINESS
8. NEW BUSINESS
 - A. 2017-2020 Collective Bargaining Agreement: East Hartford Board of Education and East Hartford Education Administrative and Supervisory Unit
 - B. Proposed Bond Referendum – Flood Protection System, Road Improvement Program, Senior/Multi-purpose Center and City & Town Development Act:
 1. Presentation from Various Town Departments
 2. Setting a Public Hearing Date of August 2, 2016 @ 7PM in Council Chambers re:
 - a. Resolution Appropriating \$8,000,000 for Corrective Action to be Taken on the Town's Flood Control System and Authorizing the Issuance of \$8,000,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose
 - b. Resolution Appropriating \$15,000,000 for the Planning, Design, Construction and Reconstruction of Town Roads and Parking Lots and Authorizing the Issuance of \$15,000,000 Bonds of the Town to Meet Said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose

- c. Resolution Appropriating \$5,000,000 for the Planning, Design, Acquisition, Construction and/or Renovation of a Senior Center/Multi-purpose Facility and Authorizing the Issuance of \$5,000,000 Bonds of the Town to Meet said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for Such Purpose
 - d. Resolution of the Town Council of the Town of East Hartford, Connecticut Adopting the Connecticut City and Town Development Act and Authorizing the Town To Undertake Silver Lane and South Meadows Economic Development Programs and Projects Authorized Under the Act
 - C. Recommendation from Personnel & Pensions Subcommittee re: Research Analyst – Police Department
 - D. Referral to Real Estate Acquisition & Disposition Committee re: Proposed Easement at 1083 Burnside Avenue
 - E. Referral to Fees Committee re:
 - 1. Lease Renewal for East Hartford Community Television
 - 2. Town Clerk's Office – Maps
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 2nd)

Attenello, Angela

From: pasirois@comcast.net
Sent: Tuesday, June 07, 2016 7:12 AM
To: Attenello, Angela
Subject: beautification awards

Hi Angela,

Could you put me on the agenda for the July 12th Town Council meeting for the June awards.

They are:

Residential: The Volarat Family--1278 Forbes Street

Business: McDonald's--1261 Burnside Avenue

Thanks,

Pat

Robert J. West

2016 JUN 23 A 9:08

TOWN COUNCIL MAJORITY OFFICE

TOWN CLERK
EAST HARTFORD

JUNE 21, 2016

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Majority Leader Linda A. Russo, Minority Leader
Esther B. Clarke, Councillors Marc I. Weinberg, Ram Aberasturia, Joseph R.
Carlson and Michael G. Kurker

ABSENT Vice Chair William P. Horan, Jr. and Councillor Patricia Harmon

ALSO Scott Chadwick, Corporation Counsel
PRESENT Michael Walsh, Finance Director
Trent Sullivan, Risk Manager
Attorney David Monastersky, Howd & Ludorf, LLC

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:11p.m.

MOTION By Esther Clarke
seconded by Linda Russo
to **go into** Executive Session to discuss the pending CHRO/employment
claim(s) of current Town employee, Police Officer Frank Iacono.
Motion carried 7/0.

MOTION By Esther Clarke
seconded by Linda Russo
to **go back to** Regular Session.
Motion carried 7/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Linda Russo
to **adjourn** (7:40 p.m.)
Motion carried 7/0.

Attest

Richard F. Kehoe

Richard F. Kehoe
Town Council Chair

Robert J. Cook

EAST HARTFORD TOWN COUNCIL

2016 JUN 23 A 9:08

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

JUNE 21, 2016

PRESENT Chair Richard F. Kehoe, Majority Leader Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Ram Aberasturia, Joseph R. Carlson and Michael G. Kurker

ABSENT Vice Chair William P. Horan, Jr. and Councillor Patricia Harmon

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:55 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

AMENDMENTS TO THE AGENDA

MOTION By Linda Russo
seconded by Marc Weinberg
to **amend** the agenda as follows:

Under New Business add item 8. F. "Appointments to the Patriotic Commission, the Inland Wetlands Commission and the Planning and Zoning Commission".

Motion carried 7/0.

At the suggestion of the first speaker below, the Chair called for a moment of silence to honor the lives of the victims of the Orlando shooting.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Rafael Zeligzon, 430 Burnside Avenue, addressed the Council on the questionable activities at the convenience store at 442 Burnside Avenue.

Susan Kniep, 44-46 and 50 Olde Roberts Street (1) suggested the Town Council call for an audit of the Inspections and Permits department; (2) agrees with a review of Boards and Commissions especially the Planning and Zoning Commission and the Zoning Board of Appeals; and (3) believes that executive session matters should be discussed openly – not behind closed doors.

Mayor Leclerc (1) has sent nearly 900 letters to residents who use the ADA system explaining their options; and (2) the town's tax bills were sent out today.

APPROVAL OF MINUTES

June 7, 2016 Executive Session/Labor Contract Negotiations

MOTION By Linda Russo

seconded by Ram Aberasturia
to **approve** the minutes of the June 7, 2016 Executive Session/Labor
Contract Negotiations.
Motion carried 7/0.

June 7, 2016 Regular Meeting

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the June 7, 2016 Regular Meeting.
Motion carried 7/0.

NEW BUSINESS

End of Fiscal Year 2015-20156

Preliminary Year-end Financial Results

Michael Walsh, Finance Director, reviewed the 2015-2016 fiscal year results with the Town Council. There was an uptick in Police Private Duty billing and a favorable increase in Supplemental Motor Vehicle tax collections. Due to minimum staffing requirements, absences due to injuries, military leave and open positions, the Fire Department is faced with a deficit of \$850,000 in their overtime account. Fund Balance should end at close to 8% of budget.

Interdepartmental Budget Transfers

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the interdepartmental transfers for fiscal year 2015-2016 consistent with the transfers listed in a memorandum from Finance Director Michael Walsh to Mayor Marcia Leclerc dated June 10, 2016 totaling \$765,000.00 in transfers with in the General Fund as follows:

| General Fund To Account Number | Name | Amount |
|-----------------------------------|---|----------------|
| G1200-60110 | Town Clerk - Permanent | 2,000 |
| G2100-60110 | Mayor's Office - Permanent | 30,000 |
| G2200-60110 | Corp. Counsel - Permanent | 75,000 |
| G2300-60110 | Human Resources - Permanent | 70,000 |
| G2400-60110 | Library - Permanent | 50,000 |
| G3800-63499 | Employee Benefits - Reserve for Severance | 100,000 |
| G5317-60141 | Fire Suppression - Overtime | 438,000 |
| | TOTAL | <u>765,000</u> |

| General Fund From | | |
|-------------------|--------------------------|---------|
| Account Number | Name | Amount |
| G5203-60110 | Police - Permanent | 50,000 |
| G6100-60110 | Inspections - Permanent | 60,000 |
| G7100-60110 | Public Works - Permanent | 300,000 |
| G9600-60110 | Contingency - Permanent | 355,000 |
| | TOTAL | 765,000 |

The funds being transferred are certified as available and unobligated.

Motion carried 7/0.

Supplemental Budget Appropriation & Fund Balance Transfer

MOTION By Linda Russo
seconded by Marc Weinberg
to **adopt** the following resolution:

**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE
TRANSFER TO FUND A YEAR-END DEFICIT IN THE FIRE DEPARTMENT FOR THE FISCAL YEAR
ENDING JUNE 30, 2016**

WHEREAS, the Town of East Hartford Fire Department overtime and related expenses are paid from the Town's General Fund, and

WHEREAS, higher overtime, predominately related to minimum staffing in the Fire contract were paid from the Fire Department budget, and

WHEREAS, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund a projected General Fund deficit in fiscal year 2015-16.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$412,000 from the Town's Undesignated Fund Balance for the purpose of funding a fiscal year 2015-16 deficit as listed below and does hereby amend the current 2015-16 fiscal year Operating Budget to reflect the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

| | | |
|-------------|-----------------------------|---------|
| G0320-55900 | Fund Balance Appropriation | 412,000 |
| G5317-60141 | Fire Suppression – Overtime | 412,000 |

Funds certified as unobligated and available.

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

Board of Education Capital Reserve Fund Transfer FY2015-2016

MOTION By Ram Aberasturia
seconded by Linda Russo
that, in accordance with Article 7, Section 10-38 of the Town of East Hartford Code of Ordinances, the Town Council **approve** the Board of Education's request to expend \$882,660 (or such lesser amounts as

deposited based on the proceeds as forwarded by the Board of Education) from the Board of Education's Capital Reserve Account for the purposes of funding capital improvements at Early Childhood Learning Center at Hockanum School, Silver Lane School, Woodland School and O'Brien School and for various other general improvement projects which are all consistent with the projects contained in the district's approved Capital Improvement Plan.
 Motion carried 7/0.

CT Internet Crimes Against Children Task Force Memorandum of Understanding

MOTION By Joe Carlson
 seconded by Ram Aberasturia
 to **adopt** the following resolution:

RESOLVED: That Marcia A. Leclerc, Mayor of the Town of East Hartford is hereby authorized to execute a Memorandum of Understanding on behalf of the East Hartford Police Department with the Connecticut Department of Public Safety, which will allow for the Town of East Hartford's participation in the Internet Crimes Against Children Task Force.

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

Refund of Taxes

MOTION By Marc Weinberg
 seconded by Ram Aberasturia
 to **refund** taxes in the amount of \$9,707.06
 pursuant to Section 12-129 of the Connecticut General Statutes.
 Motion carried 7/0.

| Bill | Name | Prop Loc/Vehicle Info. | Over Paid |
|-----------------|------------------------------|------------------------|-----------------|
| 2012-03-0055437 | CAREY ALANNA R | 2009/1B3LC56B39N509656 | -409.60 |
| 2014-01-0012341 | CORELOGIC TAX SERVICES | 1-3 ROSE ST | -2,599.35 |
| 2014-01-0003710 | HSBC MORTGAGE C/O CORELOGIC | 82 MICHAEL AVE | -5,253.52 |
| 2014-03-0075442 | NISSAN MOTOR ACCEPTANCE CORP | 2013/1N4AL3AP4DC919275 | -45.82 |
| 2014-03-0075492 | NISSAN MOTOR ACCEPTANCE CORP | 2014/5N1AT2MV1EC751994 | -181.60 |
| 2014-03-0075548 | NISSAN MOTOR ACCEPTANCE CORP | 2012/3N1AB6AP5CL628787 | -283.23 |
| 2014-03-0075559 | NISSAN MOTOR ACCEPTANCE CORP | 2014/5N1AR2MM2EC669505 | -360.08 |
| 2014-03-0077769 | PETERSON D L TRUST | 2010/2T1LE4EE6AC015877 | -306.21 |
| 2014-03-0077800 | PETERSON D L TRUST | 2009/1FTYR10E19PA21860 | -234.03 |
| 2014-03-0081560 | RUSSELL GAYLE | 2003/JH4DC54873S003409 | -33.62 |
| | | Total | -9707.06 |

Referral to Ordinance Committee – Review of Boards/Commissions

MOTION By Joe Carlson
seconded by Marc Weinberg
to refer to the Ordinance Committee (1) a review of the possibility of combining and/or eliminating some of the town's Boards and Commissions; and (2) a review of the roles and responsibilities of the clerks and secretaries of the town's Boards and Commissions and to report back to the Town Council with its recommendations, if any.
Motion carried 7/0.

Appointments to Boards and Commissions

MOTION By Marc Weinberg
seconded by Linda Russo
to approve the following appointments:

- To the Patriotic Commission: Joshua Quintana; whose term shall expire December 2017;
- To the Inland Wetlands Commission: Joshua Quintana, as an alternate; whose term shall expire December 2019; and
- To the Planning & Zoning Commission; Henry Pawlowski, as an alternate; whose term shall expire December 2019

Motion carried 7/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke inquired on what the state's additional budget cuts will be for East Hartford. *Mayor Leclerc has not heard anything yet.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Pending CHRO/Employment Claim: Police Officer Frank Iacono

No action taken.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc (1) reminded all about the Sounds of Summer concerts being held this year; (2) Parks and Recreation will hold a car show this weekend; (3) brush and grass clippings are now being accepted at the landfill; and (4) the "No Child Hungry" Program was kicked off today.

Mike Walsh introduced Trent Sullivan, the town's new Risk Manager, to the Council. Mr. Sullivan addressed the Council on his role as Risk Manager for the town.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (9:25 p.m.).
 Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be July 12th.

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: June 30, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: RESIGNATION – Justice of the Peace and Personnel Appeals Board

Attached is a copy of the letters received from Thomas Ogar, who is resigning from the Personnel Appeals Board and as a Justice of the Peace.

Please place this resignation on the July 12, 2016 agenda and share our appreciation as a community for the valuable service Thomas has provided by volunteering his time.

Thank you.

C: R. Pasek, Town Clerk

Thomas A. Ogar
279 Prospect Street
East Hartford, CT 06108

June 29, 2016

Robert Pasek, Town Clerk
Town of East Hartford
740 Main Street
East Hartford, CT 06108

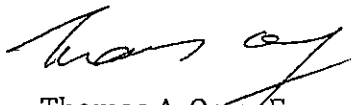
RE: RESIGNATION-JUSTICE OF THE PEACE

Dear Mr. Pasek:

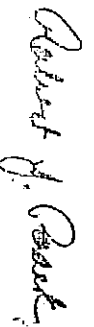
I am writing this letter to inform you that I will be resigning my position as the Justice of the Peace for the Town of East Hartford effective as of June 30, 2016.

I thank everyone for the opportunity given me to serve the wonderful people of the Town of East Hartford, CT.

Sincerely,


Thomas A. Ogar, Esq.
cc; Marcia LeClerc, Mayor

2016 JUN 30 A 11:53
TOWN CLERK
EAST HARTFORD



Thomas A. Ogar
279 Prospect Street
East Hartford, CT 06108

June 29, 2016

Robert Pasek, Town Clerk
Town of East Hartford
740 Main Street
East Hartford, CT 06108

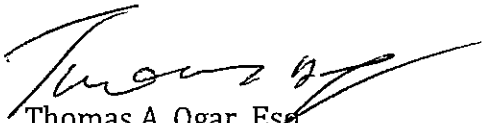
RE: RESIGNATION-PERSONNEL APPEALS BOARD

Dear Mr. Pasek:

I am writing this letter to inform you that I will be resigning my position as a member of the Personnel Appeals Board for the Town of East Hartford effective as of June 30, 2016.

I thank everyone for the opportunity given me to serve the wonderful people of the Town of East Hartford, CT.

Sincerely,



Thomas A. Ogar, Esq.
cc: Marcia Leclerc, Mayor

2016 JUN 30 A 11: 54
TOWN CLERK
EAST HARTFORD





East
Hartford
Public
Schools

Christopher T. Wethje
Director, Human Resources

1110 Main Street, East Hartford, CT 06108

Tel: (860) 622-5129

Fax: (860) 622-5119

wethje.ct@easthartford.org

June 21, 2016

Robert Pasek
Town Clerk
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Dear Mr. Pasek:

Enclosed please find the signed and fully executed three year contract agreement for the 2017-2020 collective bargaining agreement between the East Hartford Board of Education and the East Hartford Education Administrative and Supervisory Unit which was ratified by the Union on June 17, 2016 and approved by the Board of Education on June 20, 2016. Also enclosed are the following: (1) a blackline copy of the new contract document showing the negotiated changes from the 2014-17 collective bargaining agreement; (2) a one-page summary of the negotiated agreement; and (3) a cost analysis of the proposed contract in the format requested by Michael Walsh, Town Finance Director. We hope this information is helpful to the Town Council and Mayor.

Sincerely,

Christopher T. Wethje

cc: Dianna Wentzell, Commissioner of Education
Richard Mills, Esq.
Gregory Fox, President, EHEASU
Mayor Marcia LeClerc
Town Council Chairman Richard Kehoe

AGREEMENT BETWEEN
EAST HARTFORD BOARD OF EDUCATION
AND
EAST HARTFORD EDUCATIONAL ADMINISTRATIVE
AND SUPERVISORY UNIT

FOR THE PERIOD

July 1, 2017 - June 30, 2020

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THIS AGREEMENT MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HARTFORD EDUCATIONAL ADMINISTRATIVE AND SUPERVISORY UNIT (hereinafter referred to as the "Unit").

ARTICLE I
RECOGNITION

1.1 The Board recognizes the Unit for the purpose of professional negotiation, as the exclusive representative of the entire administrators' unit consisting of all professional employees of the Board who are employed in positions requiring an intermediate administrator or supervisory certificate or the equivalent thereof and who are eligible for membership under Section 10-153b of the General Statutes of Connecticut, (hereinafter referred to as "administrators").

- 1.2 (a) All administrators employed by the Board shall, as a condition of continued employment, either join the Unit or pay a service fee to the Unit.
- (b) The board agrees to deduct from each administrator for whom a written dues deduction authorization is submitted an amount equal to the Unit membership dues, and to deduct from each administrator for which no such authorization is submitted a service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Unit membership dues or service fee divided by the number of paychecks from and including the first paycheck in July, through December. The amount of Unit membership dues and service fee shall be certified by the Unit to the Board prior to the opening of school each year.
- (c) Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. The Unit shall provide the Board with written notice as to the pro-rated amount to be deducted.
- (d) The Board agrees to forward to the Unit each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.
- (e) The Unit shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which

may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this article.

ARTICLE II BOARD PREROGATIVES

2.1 Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the East Hartford Public Schools and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal.

ARTICLE III WORK YEAR

3.1 The work year for administrators shall be established by the Board upon the recommendation of the Superintendent after consultation with the Unit. If the work year of an administrator is changed, the Superintendent shall so notify the administrator prior to May 15 of the previous contract year. No individual administrator's work year shall be reduced more than once during the term of this agreement.

3.2 This Agreement is based on a work year of either 220 work days for employees in Category A, as noted in Schedule A-1, or 199 work days, for employees in Category B, as determined by the Board in accordance with Section 3.1. If an individual administrator's work year is changed from the number of days specified to not less than 199 nor more than 220 days, his/her annual salary shall be adjusted accordingly on a per diem basis. If the change is to more than 220 days or fewer than 199 days, as applicable, the parties shall negotiate an appropriate adjustment in salary. If the parties are unable to reach agreement with regard to such salary adjustment, the matter shall be submitted to impasse resolution procedures in accordance with the Teacher Negotiation Act.

Notwithstanding the foregoing, K-12 Supervisors may work up to five (5) additional days per year, with the approval of the Superintendent or his/her designee. This Agreement is based on a work year for K-12 Supervisors which does not involve direct teaching responsibilities.

The work year for 199 day administrators shall be the teacher work year, plus the five days before teachers begin, the five days after teachers end the school year, and four other days during school vacations or the summer. Any variation from this schedule must be approved in advance by the Superintendent or his/her designee. The work year for 220-day administrators shall be the teacher work year, plus at least five days prior to

the start of the teacher work year and at least five days after the end of the teacher work year, plus the remaining number of days necessary for a total of 220 work days.

3.3 Twelve month administrators shall be required to work 220 work days within a contract year (July 1 through June 30), provided that administrators may carry over up to ten (10) non-work days into the following contract year with the understanding that in the normal contract year twelve month administrators will have 27 non-work days. Any non-work days carried over must be used by September 30 of the following contract year or such days will be lost. Twelve month administrators may take up to ten (10) non-work days when school is in session, subject to the approval of the Superintendent. Twelve month administrators shall be paid for up to five (5) non-work days, if they have earned them, when they retire or resign from their position, provided that they have provided the Superintendent or the Superintendent's designee with written notice of such retirement or resignation at least thirty (30) days prior to the effective date of retirement or resignation. No non-work days may be taken within such thirty-day notice period. Non-work days shall be pro-rated for any partial year of service beginning from the prior July 1.

3.4 Principals shall be responsible for arranging coverage of their positions on each day during their work year except those on which school offices are closed, or on which they are on authorized leave. Authorization for coverage must be approved by the Superintendent or his/her designee in cases where additional compensation is to be paid.

3.5 The Superintendent and High School or Middle School Principal shall agree on the number of days to be assigned to administrators during the summer (in addition to the applicable number of days set forth in Section 3.2) with the cap of 20 days for the high school and 10 days for the middle school.

ARTICLE IV ASSIGNMENTS AND TRANSFERS

4.1 All assignments and transfers within the bargaining unit shall be made by the Superintendent or his/her designee after consultation with the administrator(s) involved.

4.2 In the event a member of the Unit is transferred from a higher paying administrative position to a lower paying administrative position, such member shall continue to be compensated as if he/she had remained in the higher paying principalship for one year after the effective date of the transfer.

4.3 When the Superintendent or the Board transfers a member of the bargaining unit to a higher paid position on an acting basis, or assigns a member of the bargaining unit to assume the duties of a higher paid position for more than five (5) consecutive days, such employee shall be compensated at the per diem equivalent of the

higher paid position based on either the same step that he/she holds in the lower position or the step for the higher position that provides a salary increase for the administrator (whichever is greater), retroactive from the first day of such transfer or assignment for the duration of such transfer or assignment. In addition, after fifteen (15) days, the Board shall afford a substitute in the regular position for an administrator filling in for another assignment.

4.4 If the Board significantly modifies the duties of an existing bargaining unit position, or creates a new bargaining unit position during the term of this agreement, it shall provide the Unit with a copy of the job description for such new or modified position, together with a proposed salary range. Upon request of the unit, the parties shall meet to negotiate such salary range, pursuant to Section 10-153f(e) Conn. Gen. Stats., and any negotiated agreement shall be effective as of the date such position is filled or modified.

4.5 Notice of all vacancies that arise in bargaining unit positions shall be posted on central office bulletin boards and in each building for a period of ten (10) central office working days, and shall be sent to all administrators who request such notice. Administrators who wish notice of vacancies that arise during the summer months must leave their summer addresses with the Director of Human Resources and must provide the Director of Human Resources with self-addressed, stamped envelopes in order to receive such notices.

4.6 Criteria for determining whose employment shall be affected by lay-off shall incorporate factors of seniority, quality of performance and qualifications. The Superintendent shall determine qualifications. Qualifications shall include possession of a Connecticut State Certification and training.

In the event of a reduction in the number of certified administrators in East Hartford, the following rank order shall apply wherein an administrator with a higher rank may bump into a lower position if he or she has the qualifications to do so.

RANK ORDER

CATEGORY A – 220 day positions

- Level 1 EHHS Principal
- Level 2 EHMS Principal, Woodland Principal
- Level 3 Elementary Principal
 CIBA Principal
 Sunset Ridge Principal
 Synergy Principal
 Principal of Early Childhood Learning Center
- Level 4 EHHS First Assistant Principal
 Special Education Supervisors
 Professional Development, Program Improvement and Gifted and Talented
 Supervisor
 Data Analyst/School Improvement Specialist
- Level 5 EHHS Assistant Principal, EHHS Assistant Principal/Scheduler
 EHMS First Assistant Principal
 Secondary Curriculum Supervisors (English, Math, Science, Social
 Studies)
- Level 6 Department Head for Guidance

CATEGORY B – 199 day positions

- Level 1 K-12 Supervisor, Adult Ed Supervisor
- Level 2 Assistant Principal EHMS (199-day position), Dept Head (other than
 Guidance), Assistant Principal Elementary School, Sunset Ridge/CIBA
 Assistant Principal

In the event there is a layoff within the Unit, the person whose position is eliminated shall be able to bump the least senior person within the same or lower rank, in the order of the levels as set forth in the rank order above.

4.7 In the event that administrative positions below the rank of Superintendent and above the rank of teacher are eliminated, such personnel may elect to exercise seniority based upon his/her certification endorsement(s) and length of continuous

service in the district for open positions within the bargaining unit at or below the level from which the administrator was laid off, for a period of eighteen months.

ARTICLE V LEAVE PROVISIONS

Leave

5.1 Each administrator in a Category B position shall receive leave of absence with full pay for sickness at the rate of sixteen (16) days a year. Each administrator in a Category A position shall receive a leave of absence with full pay for sickness at the rate of eighteen (18) days a year.

For employees hired as administrators before July 1, 2005, these days may accumulate to two hundred twenty-five (225) days. Notwithstanding the foregoing, any such administrator who has accrued more than two hundred twenty-five (225) sick days as of June 30, 2008 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2008 unless and until such time as such administrator's total sick leave accumulation falls below two hundred twenty-five (225) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. Accumulated sick leave will be determined on the basis of such person's service with the Board since the most recent date of hire.

Employees hired as administrators after June 30, 2005 may accumulate sick leave up to one hundred fifty (150) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. For such administrators, near June 15 of each year, any number of sick days remaining in the current year's allotment in excess of 150 days, shall be paid to the administrator at the rate of 25% of the per diem rate for those days. If the administrator's accumulated days drop below 150 days in any given year, this stipulation shall not apply for that year.

5.2 Sick leave credits will not accumulate while such person is absent from work on leave without pay.

5.3 Sick leave may be used in the following cases:

- (a) Personal illnesses or physical incapacity.
- (b) Enforced quarantine of such person in accordance with the community health regulations.

- (c) Illness or physical incapacity in such person's immediate family. For the purposes of this section immediate family is defined as spouse, parent, stepparent, grandparent, grandchild, brother, sister, child, stepchild, and also any relative who is domiciled in such person's house.
- (d) Absence for personal business beyond the individual's control and which cannot be conducted outside of school hours. Except in emergencies, the request for personal leave must be made by the individual at least five (5) business days prior to such leave to the Superintendent. Such request must be accompanied by justification in the form of a statement of the general reason for the request (attendance in court, home maintenance emergency, etc.), except that for two (2) days per year said request need not state the reason for the leave. Personal days may be used for legal, medical or family reasons fitting the above definition, but may not be used for recreation or social reasons or to extend vacation or holiday periods.

5.4 In exceptional cases, the Board may grant additional sick leave with or without pay. Requests for such additional sick leave shall be in writing and must be signed by such person when possible.

5.5 Sick leave may not be used for recuperation from illness or injury which is directly traceable to employment by another employer.

5.6 It shall be the responsibility of the administrator to notify the central office in advance of extended absence if possible.

- (a) The Superintendent may request an appropriate medical certificate from any administrator for any leave of any duration.
- (b) When required to provide a certificate, the administrator shall have the option of providing a certificate from a doctor of his/her own choosing, in which case the employee shall pay, or a doctor chosen by the Board, in which case the Board shall pay. In any case, the Board may seek the judgment of its own physician.

5.7 Any administrator who is on leave of absence of more than one month without pay shall not be paid for sick leave for any reason.

Funeral Leave

5.8 Three (3) days special leave with full pay shall be granted for death in the immediate family of an administrator. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild and also any relative who is domiciled in the employee's house. One (1) day special leave with full pay shall be granted for death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law of an administrator. Additional days may be requested pursuant to Section 5.3 (d).

Jury Duty

5.9 An administrator who is absent from work in order to report for jury duty or appear as a witness under a legally enforceable subpoena shall receive a leave of absence with full pay. An administrator shall remit per diem jury pay, but not traveling expenses, to the Board when he/she receives jury duty pay from the state. This provision shall not apply to legal proceedings wherein the administrator or the Unit is a party.

Professional Conferences-Visitation Day

5.10 Upon approval of the Superintendent or his/her designees, a visiting day or leave with full pay may be granted to an administrator for visiting other schools, attending conferences, or attending professional meetings. Travel expenses may be granted in accordance with Board Policy.

Religious Leave

5.11 Up to three (3) full days of paid leave may be granted to administrators for the celebration of religious high holy days. The request for such leave must be submitted at least five (5) business days prior to such leave to the Superintendent.

Maternity/Adoptive/Childrearing Leave

5.12 The Board agrees to abide by the provisions of any applicable law regarding family and medical leave and/or disability maternity leave.

Childrearing or adoptive leave for purposes other than disability must be requested, in writing, prior to (a) the time disability sick leave due to pregnancy commences, or (b) the time that the spouse of a certified staff member is determined to be disabled as a result of pregnancy, or (c) the adoption of a minor child, whichever is applicable.

- (a) Childrearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.
- (b) If disability sick leave commences between September 1 and January 31, the childrearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by April 1 of the calendar year in which the certificated staff member plans to return. Failure to notify will constitute a resignation.
- (c) If the disability sick leave commences between February 1 and August 31, the childrearing leave shall extend for the remainder of the school year and may extend for the next full school year if the administrator elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by April 1st of the calendar year in which the certified staff member plan to return. Failure to notify will constitute a resignation.
- (d) The certified staff member will be reinstated to a position for which he/she is certified and qualified provided his/her status has not been affected by Article 4.6 of this Agreement.
- (e) The certified administrator absent on childrearing leave will return to the salary step appropriate to position and years in service.
- (f) Upon the expiration of any FMLA leave applicable to the administrator's childrearing leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the childrearing leave.
- (g) Credit toward longevity shall not be granted for this period of leave.
- (h) Sick leave not used during disability leave shall be restored upon return to the system.

General Purpose Leave

5.13 The Superintendent or his/her designee shall consider and may grant such leaves as requested in writing for general purposes under the following conditions:

- a) Such leaves shall be without pay.
- b) Such leaves shall be for a period of one school year.

- c) Applications must be submitted prior to March 1st of the school year preceding the school year for which the leave is being requested.
- d) Candidate must have completed at least ten (10) years of satisfactory service with the Board.
- e) During such leave, the administrator may continue insurance coverage provided that he/she pays one hundred percent (100%) of the costs for such insurance, except as otherwise provided by law. This subsection E will not apply in any situation in which an administrator is employed by a charter school or any other employer during the period of leave.
- f) Administrators must notify the Board by March 1st of the leave year of their decision whether or not to return to their administrative position. Failure to notify results in automatic resignation. This date is of the essence.
- g) Administrator returns to normal salary sequence and benefits.

Sabbatical Leave

5.14 Upon the recommendation of the Superintendent a sabbatical leave may be granted at the discretion of the Board for purposes of professional growth and development.

- a) The Administrator must have completed at least (7) years of satisfactory service with the Board.
- b) Sabbatical leave may be granted for one-half of a school year or for one entire school year.
- c) Applications for sabbatical leave should be submitted to the Superintendent on or before February 1st and must be on the form available from the personnel department. The deadline of February 1st may be waived by the Superintendent.
- d) Written notice of the Board's decision on each sabbatical leave application will be given to each applicant by April 1.
- e) Administrators absent on sabbatical leave shall be paid 75% of the contract rate in effect during such leave; provided, however, reductions shall be made, where necessary, so that the total of such

payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such administrator would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the administrator for travel and other expenses related to the sabbatical leave. During the sabbatical leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the leave.

- f) In extraordinary cases where an administrator plans to study in areas determined by the Board to be critical, the seven (7) year requirement of 5.16(a) may be waived and the employee may receive up to 100% of the contract rate referred to in 5.16(e).
- g) An administrator absent from service because of sabbatical leave, shall be entitled to such advancement on the salary schedule as he/she would have received had he/she remained in the system.
- h) In the event that completion of the approved professional objectives of the sabbatical leave is made impossible by illness or injury, salary payments will be continued beyond the date such disability is incurred for a period equivalent to the sick leave credit accrued by the administrator.
- i) Administrators who are granted sabbatical leave shall as a condition of acceptance agree to return to service in the school system for a period of two (2) full contract years following the completion of the sabbatical leave. In the event an administrator does not fulfill his/her agreement to serve two full contract years following the completion of the sabbatical leave, the following provisions shall apply:
 - 1) For service of less than one full contract year following completion of the sabbatical, the administrator shall reimburse the Board for the full amount of all compensation paid to the administrator during the period of the sabbatical leave.
 - 2) For service of more than one full contract year but less than two full contract years following completion of the sabbatical, the administrator shall reimburse the Board in an amount equal to one-half of the total compensation paid to the administrator during the period of the sabbatical leave.

- 3) Such reimbursement shall be made to the Board in one lump sum within sixty days of the end of the sabbatical leave.

Union Leave

5.15 In order to enhance the public image of the East Hartford Public Schools and to promote professional development, a union leave provision will be provided for the Unit President/designee to perform his/her elected duty as President/designee of the Unit. The Unit President/designee will seek the permission of the Superintendent to attend functions that are commensurate with the duties of the office. The Superintendent shall have the right, in his or her discretion, to grant or deny any such requests. The denial of any such requests shall not be subject to the grievance and/or arbitration procedure.

ARTICLE VI SALARIES

6.1 The salary schedule for the three years of this agreement are set forth on Schedules A-1 attached hereto.

6.2 Salaries for positions which are changed from one work year to another shall be adjusted in accordance with the provisions of section 3.2 of this agreement.

6.3 Any administrator who is promoted to a higher salaried position shall not be placed lower than two steps below the step he/she had attained in his/her previous position.

6.4 Administrators who work 199 days per year shall have the option of choosing either 21 equal pay periods or 22 pay periods (21 equal pay periods plus one balloon check) and shall indicate their choice. Administrators employed under the provisions of any state or federal grant program will be subject to pay periods established by the fiscal year of the program.

6.5 The provisions of Section 6.5 shall apply only to employees hired as administrators prior to July 1, 2014. On completion of 10 years of service in East Hartford, \$500 will be added to the administrator's salary schedule. This will be increased by \$500 each five year period thereafter until retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts service in East Hartford; such credit not to exceed two years. Longevity payments will be included in the per diem rate for the purposes of payments made under Section 6.8 for retirees who qualify for the benefit set forth in Section 6.8. For purposes of this section "years of service" shall be defined as continuous years of certified service with East Hartford Public Schools. A period of reduction in force ("RIF") will not count toward service time but will not be deemed a break in service.

6.6 Administrators who are awarded a doctorate in a program approved by NCATE or any other mutually acceptable accrediting agency shall receive an annual salary differential of \$5000.

6.7 Any administrator who is called to perform his/her regular duties for additional days beyond his/her work year will be paid on a per diem basis. This provision shall not apply to situations where the administrator has failed to complete the customary duties of the position within the work year.

6.8 Employees hired as administrators before July 1, 2005 and leaving the public school teaching and administration while eligible for retirement under the State Teachers Retirement Plan, shall receive retirement separation pay for a minimum of fifteen (15) years continuous service in East Hartford, based on forty percent (40%) of accumulated unused sick leave, up to a maximum of eighty (80) days' pay for two hundred (200) days of accumulated unused sick leave. Payment is at the administrator's per diem pay rate, based on the administrator's work year in the year immediately preceding retirement. In order to be eligible for such payment, each administrator must provide the Superintendent with written notice of such retirement resignation at least ninety (90) days in advance of the effective date of retirement. However, in the event of unforeseen personal circumstances for the administrator, the Superintendent, within his/her discretion, may waive this 90 day notice requirement. The Board shall pay to the estate of an administrator who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the administrator had retired on the date of death.

6.9 When an administrator conducts a staff development workshop for district personnel at the request of the Superintendent, and when the workshop involves significant preparation outside the administrator's regular workday, the administrator shall be compensated at the rate of \$100 per day for each day on which the workshop is presented. Prior to the commitment of time under this section, application for compensation shall be made to the Superintendent/designee, and no compensation shall be payable under this section unless the Superintendent/designee has approved such compensation in writing in advance.

ARTICLE VII INSURANCE

7.1 The Board shall maintain a High Deductible Health Plan/Health Savings Account (hereinafter "HSA Plan") for all eligible administrators, spouses and dependents as set forth in Appendix B. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid through payroll deduction.

The Board will not fund any portion of the deductible under the HSA Plan.

Effective with the 2019-20 contract year, the Board will not process employee contributions into employees' Health Savings Accounts, unless the Board and the Union mutually agree otherwise.

Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year.

The administrators' premium contributions toward the HSA Plan will be as follows:

Effective July 1, 2017: 7.5%
Effective July 1, 2018: 8.5%
Effective July 1, 2019: 9.0%

The Board will also provide for all administrators Blue Cross Full Service Dental Plan with riders A, B, C. The administrators' premium contributions toward the dental plan will be as follows:

Effective July 1, 2017: 21.0%
Effective July 1, 2018: 21.5%
Effective July 1, 2019: 22.0%

The administrators' premium contributions shall be based on the fully-insured rates for the plan selected.

The Board will adopt an Internal Revenue Code Section 125 plan which allows administrators to pay insurance contributions with pre-tax dollars. The Board will also afford administrators the opportunity to participate in flexible spending accounts for dependent care, consistent with the provisions of applicable law, up to the dollar limits set forth in the Section 125 plan maintained by the Town of East Hartford.

7.2 The Board shall provide and pay for life insurance with double indemnity for each member of the Unit in an amount equal to two times (2x) his/her annual salary rounded up to the next higher \$1,000 and shall provide any pay for coverage in the amount of \$3,000 for each member of the Unit who retires from the district. The Board shall facilitate the purchase of additional life insurance by individual administrators (but not retirees) at group rates, carrier permitting.

7.3 Administrators under the Teachers' Retirement Act shall be permitted to continue their health insurance in accordance with C.G.S. 10-183t.

7.4 The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

7.5 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Section 7.1 (including the related Appendix B of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1 A grievance is defined as an event or condition which affects the welfare or conditions of employment of an administrator or a group of administrators and/or the application of any provision of the Agreement.

8.2 Any complaint or grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) business days of the occurrence of the facts or condition giving rise thereto, or within fifteen (15) business days of the grievant's knowledge of their occurrence, whichever comes later, shall not thereafter be treated or processed as a grievance under this Agreement. In the case of an individual grievance, knowledge shall be presumed to take place no later than thirty (30) calendar days after the occurrence in question.

8.3 The primary function of this procedure is to seek to resolve the contractual problems of individual administrators or groups of administrators. This is to be done with the least possible publicity maintaining professional confidences so as to curtail any adverse effect on the school system or the profession.

8.4 Procedural Steps

Step 1: An administrator with a grievance shall first discuss it with his/her immediate superior in an effort to resolve the matter informally.

Step 2: In the event the grievance is not resolved at Step 1, the Unit shall present the grievance in writing to the Superintendent within fifteen (15) business days of the event giving rise to the grievance. Within five (5) business days after the receipt of the written grievance, the Superintendent or his/her designee shall meet with the administrator in an effort to resolve the grievance. The Superintendent shall render his/her decision in writing to the administrator and the Unit within five (5) business days after the conclusion of said meeting.

Step 3: In the event the grievance is not resolved at Step 2, the Unit shall file the grievance in writing with the Board of Education within ten (10) business days of the Step 2 response or within ten (10) business days of the deadline for such response, whichever occurs sooner. Within ten (10) business days after the receipt of the written grievance, the Board of Education or its designated representatives shall meet with the aggrieved person in an effort to resolve the grievance. The decision shall be rendered in writing to the administrator and the Unit within ten (10) business days after the conclusion of said meeting.

Step 4:

A. In the event that the grievance is not resolved at Step 3, the Unit may file the grievance for arbitration with the American Dispute Resolution Center (ADRC), with a copy to the Board, within twenty (20) business days after the Step 3 decision or within twenty (20) business days of the deadline for such decision, whichever occurs sooner

B. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of ADRC. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. When the complaint or grievance involves the interpretation or application of a specific provision of the Agreement between the parties, the decision of the arbitrator shall be binding upon both parties, and upon all administrators involved as grievants, during the life of the Agreement. In all other instances, the decision of the arbitrator shall be advisory. The cost for the services of the arbitrator including per diem expenses, if any, and actual travel and subsistence, shall be borne equally by the Board and the Unit.

8.5 No individual administrator may submit a grievance at Steps 2, 3 or 4 of the grievance procedure; only the Unit may submit grievances at Steps 2, 3 or 4 of the grievance procedure. Any administrator may be represented at all stages of this grievance procedure by himself or a representative of the East Hartford Educational Administrative and Supervisory Unit. When an administrator is not represented by the Unit, the Unit shall have the right to be present and to state its views at all stages of this grievance procedure.

8.6 The Unit shall have the right to initiate a grievance which in the opinion of the President of the Unit or his/her designee affects a group of administrators and such action shall be taken in the name of the President of the Unit or his/her designee.

8.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of an administrator (aggrieved) to proceed to the next step of the grievance procedure within the time limits set forth shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or one who is grieved against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

ARTICLE IX MISCELLANEOUS

9.1 Any item not covered in this Agreement may hereafter be governed by the modification of existing policies, rules and/or regulations or by the adoption by the Board of new policies, rules and/or regulations subject to the provisions of the Teacher Negotiations Act. In the event of a conflict between any provision of this Agreement and any board policy, rule or regulation, the terms of this Agreement shall control.

9.2 The Board shall notify the Unit through the Board Agenda of any proposed modification or adoption of any new Board policy.

9.3 An administrator has the right to review the contents of his/her personnel file, and the right to reply to any document contained therein with a formal letter which will be placed in the file. An administrator will be notified when any critical material is placed in his/her personnel file, and shall have the right to examine and reply to such material as set forth in the preceding sentence.

9.4 Any administrator who uses his/her personal vehicle on approved Board business in or out of the district during the work day or after hours will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the administrator must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel. Payment will be monthly.

9.5 In the event that any portion of this Agreement is found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion of this Agreement. Both parties will meet within ten (10) work days and bargain such new language as is necessary to comply with such restrictions.

9.6 No administrator shall be suspended, reduced in rank or compensation or denied an increment without just cause.

ARTICLE X
DURATION

10.1 This Agreement contains the full and complete agreement between the Board and the Unit on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, except as may otherwise be required by this Agreement.

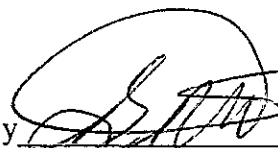
10.2 This Agreement shall remain in full force and effect from July 1, 2017 through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this 20th day of June, 2016.

EAST HARTFORD EDUCATION
ADMINISTRATIVE AND SUPERVISORY
UNIT

By 
President

EAST HARTFORD BOARD OF
EDUCATION

By 
Chairperson

Schedule A-1

2017-18 (1.2%; with step)

| | | 1 | 2 | 3 | 4 |
|-----|---|----------|----------|----------|----------|
| A1. | EHHS Principal | 139,821 | 142,058 | 144,303 | 146,535 |
| A2. | EHMS Principal, Woodland Principal | 132,107 | 134,350 | 136,587 | 138,834 |
| A3. | Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center | 126,693 | 128,938 | 131,177 | 133,418 |
| A4. | EHHS First Assistant Principal, Special Education Supervisors, Professional Development, Program Improvement and Gifted and Talented Supervisor, EHHS Assistant Principal/Scheduler | 124,669 | 126,914 | 129,153 | 131,394 |
| A5. | EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist | 120,395 | 122,635 | 124,875 | 127,115 |
| A6. | Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Department Head for Guidance | 116,119 | 118,355 | 120,596 | 122,836 |
| B1. | K-12 Supervisors | 113,622 | 115,797 | 118,102 | 120,353 |
| B2. | Assistant Principal EHMS (199), Department Head (HS, MS and elementary consulting, other than Guidance), Sunset Ridge/CIBA Assistant Principal | 109,467 | 111,544 | 113,775 | 116,014 |
| B3. | Adult Ed Supervisor | 106,693 | 108,939 | 111,188 | 113,432 |
| B4. | Assistant Principal Elementary School | 102,663 | 104,900 | 107,146 | 109,378 |

2018-19 (2.25%; no step)

| | | 1 | 2 | 3 | 4 |
|-----|---|----------|----------|----------|----------|
| A1. | EHHS Principal | 142,967 | 145,254 | 147,550 | 149,832 |
| A2. | EHMS Principal, Woodland Principal | 135,079 | 137,373 | 139,660 | 141,958 |
| A3. | Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center | 129,544 | 131,839 | 134,128 | 136,420 |
| A4. | EHHS First Assistant Principal, Special Education Supervisors, Professional Development, Program Improvement and Gifted and Talented Supervisor, EHHS Assistant Principal/Scheduler | 127,474 | 129,770 | 132,059 | 134,350 |
| A5. | EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist | 123,104 | 125,394 | 127,685 | 129,975 |
| A6. | Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Department Head for Guidance | 118,732 | 121,018 | 123,309 | 125,600 |
| B1. | K-12 Supervisors | 116,178 | 118,402 | 120,759 | 123,061 |
| B2. | Assistant Principal EHMS (199), Department Head (HS, MS and elementary consulting, other than Guidance), Sunset Ridge/CIBA Assistant Principal | 111,930 | 114,054 | 116,335 | 118,624 |
| B3. | Adult Ed Supervisor | 109,094 | 111,390 | 113,690 | 115,984 |
| B4. | Assistant Principal Elementary School | 104,973 | 107,260 | 109,557 | 111,839 |

Schedule A-1
(Continued)

2019-20 (1.2%; with step)

| | | 1 | 2 | 3 | 4 |
|-----|---|---------|---------|---------|---------|
| A1. | EHHS Principal | 144,683 | 146,997 | 149,321 | 151,630 |
| A2. | EHMS Principal, Woodland Principal | 136,700 | 139,021 | 141,336 | 143,661 |
| A3. | Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center | 131,099 | 133,421 | 135,738 | 138,057 |
| A4. | EHHS First Assistant Principal, Special Education Supervisors, Professional Development, Program Improvement and Gifted and Talented Supervisor, EHHS Assistant Principal/Scheduler | 129,004 | 131,327 | 133,644 | 135,962 |
| A5. | EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist | 124,581 | 126,899 | 129,217 | 131,535 |
| A6. | Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Department Head for Guidance | 120,157 | 122,470 | 124,789 | 127,107 |
| B1. | K-12 Supervisors | 117,572 | 119,823 | 122,208 | 124,538 |
| B2. | Assistant Principal EHMS (199), Department Head (HS, MS and elementary consulting, other than Guidance), Sunset Ridge/CIBA Assistant Principal | 113,273 | 115,423 | 117,731 | 120,047 |
| B3. | Adult Ed Supervisor | 110,403 | 112,727 | 115,054 | 117,376 |
| B4. | Assistant Principal Elementary School | 106,233 | 108,547 | 110,872 | 113,181 |

Employees who have not reached the maximum step shall advance one step on the salary scale at the beginning of the 2017-18 and 2019-20 contract years. There shall be no step advancement during the 2018-19 contract year.

*Notwithstanding the A.3 salary rate set forth above for the position of Sunset Ridge Principal, the current Sunset Ridge School Principal, Daniel Catlin, shall continue to be paid at the A.2 salary rate for as long as he holds the position of Sunset Ridge School Principal.

The East Hartford Middle School Principal and Sunset Ridge Principal shall each have \$5,000 to use in his/her discretion to assign the scheduling responsibilities of East Hartford Middle School and Sunset Ridge School to a 10-month administrator or any teacher, in recognition of the fact that such scheduling responsibilities will be conducted outside the regular work day for said administrator and/or teacher.

APPENDIX B

**HIGH DEDUCTIBLE HEALTH PLAN
HEALTH SAVINGS ACCOUNT**

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

| COST SHARE PROVISIONS | In-Network Member pays: | Out-of-Network Member pays: |
|--|--|--|
| Annual Deductible (single/ family) | \$2,000/\$4,000 | |
| Coinsurance | Not applicable | 20% |
| Out of Pocket Maximum (Including Deductible) (single/ family) | \$4,000 / \$8,000 | \$4,000/\$8,000 |
| Lifetime Maximum | Unlimited | Unlimited |
| Single Deductible must be satisfied before any Covered Services | | |
| PREVENTIVE CARE | In-Network After Annual Deductible Member pays: | Out-of-Network After Annual Deductible Member pays: |
| Well child care | No cost share | Deductible & Coinsurance |
| Adult Physical examinations | No cost share | Deductible & Coinsurance |
| Other Preventive Screenings: | | |
| Routine gynecological care: pap smear & pelvic exam | No cost share | Deductible & Coinsurance |
| Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic | No cost share | Deductible & Coinsurance |
| Hearing & Vision screening | No cost share | Deductible & Coinsurance |
| Immunizations and Vaccinations (other than those needed for travel) | No cost share | Deductible & Coinsurance |
| HOSPITAL SERVICES | | |
| All Inpatient Admissions | Deductible | Deductible & Coinsurance |
| Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares | Deductible | Deductible & Coinsurance |
| Outpatient Surgery in a licensed ambulatory surgical center | Deductible | Deductible & Coinsurance |
| DIAGNOSTIC SERVICES | | |
| Diagnostic lab and x-ray | Deductible | Deductible & Coinsurance |
| High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans | Deductible | Deductible & Coinsurance |

| THERAPY SERVICES | | |
|--|---|---|
| Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares. | Deductible | Deductible & Coinsurance |
| Allergy Office Visit/Testing | Deductible | Deductible & Coinsurance |
| Allergy Injections - Immunotherapy or other therapy treatments | Deductible | Deductible & Coinsurance |
| MEDICAL EMERGENCY/URGENT CARE SERVICES | | |
| Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room | Deductible | Deductible & Coinsurance |
| Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule | Deductible | Deductible & Coinsurance |
| PHYSICIAN MEDICAL/SURGICAL SERVICES | | |
| Medical Office Visits | Deductible | Deductible & Coinsurance |
| Services of a Physician or Surgeon (Other than a medical office visit. | Deductible | Deductible & Coinsurance |
| | In-Network After Annual Deductible <i>Member pays:</i> | Out-of-Network After Annual Deductible <i>Member pays:</i> |
| MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES | | |
| Outpatient Treatment for Mental Health Care and Substance Abuse Care | Deductible | Deductible & Coinsurance |
| Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care | Deductible | Deductible & Coinsurance |
| Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility | Deductible | Deductible & Coinsurance |
| OTHER MEDICAL SERVICES | | |
| Skilled Nursing Facility Up to 120 days per Calendar Year | Deductible | Deductible & Coinsurance |
| <i>Private Duty Nursing</i> Limited to \$15,000 per Plan Year | Deductible | Deductible & Coinsurance |
| <i>Immunizations and Vaccinations for Travel</i> | Deductible | Deductible & Coinsurance |

| Specialized Formula | Deductible | Deductible & Coinsurance |
|--|------------|--------------------------|
| Infertility Services – covered only to the levels pursuant to State of CT mandate Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply | Deductible | Deductible & Coinsurance |
| Maternity | Deductible | Deductible & Coinsurance |

Dependent Maximum age is 26 years.

Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This does not constitute your health plan or insurance policy. It is only a general description of the plan.

AGREEMENT BETWEEN
EAST HARTFORD BOARD OF EDUCATION
AND
EAST HARTFORD EDUCATIONAL ADMINISTRATIVE
AND SUPERVISORY UNIT

FOR THE PERIOD

July 1, ~~2014~~2017 - June 30, ~~2017~~2020

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THIS AGREEMENT MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HARTFORD EDUCATIONAL ADMINISTRATIVE AND SUPERVISORY UNIT (hereinafter referred to as the "Unit").

ARTICLE I
RECOGNITION

1.1 The Board recognizes the Unit for the purpose of professional negotiation, as the exclusive representative of the entire administrators' unit consisting of all professional employees of the Board who are employed in positions requiring an intermediate administrator or supervisory certificate or the equivalent thereof and who are eligible for membership under Section 10-153b of the General Statutes of Connecticut, (hereinafter referred to as "administrators").

- 1.2 (a) All administrators employed by the Board shall, as a condition of continued employment, either join the Unit or pay a service fee to the Unit.
- (b) The board agrees to deduct from each administrator for whom a written dues deduction authorization is submitted an amount equal to the Unit membership dues, and to deduct from each administrator for which no such authorization is submitted a service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Unit membership dues or service fee divided by the number of paychecks from and including the first paycheck in July, through December. The amount of Unit membership dues and service fee shall be certified by the Unit to the Board prior to the opening of school each year.
- (c) Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. The Unit shall provide the Board with written notice as to the pro-rated amount to be deducted.
- (d) The Board agrees to forward to the Unit each month a check for the amount of money deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.

- (e) The Unit shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this article.

ARTICLE II BOARD PREROGATIVES

2.1 Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the East Hartford Public Schools and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal.

ARTICLE III WORK YEAR

3.1 The work year for administrators shall be established by the Board upon the recommendation of the Superintendent after consultation with the Unit. If the work year of an administrator is changed, the Superintendent shall so notify the administrator prior to May 15 of the previous contract year. No individual administrator's work year shall be reduced more than once during the term of this agreement.

3.2 This Agreement is based on a work year of either 220 work days for employees in Category A, as noted in Schedule A-1, or 199 work days, for employees in Category B, as determined by the Board in accordance with Section 3.1. If an individual administrator's work year is changed from the number of days specified to not less than 199 nor more than 220 days, his/her annual salary shall be adjusted accordingly on a per diem basis. If the change is to more than 220 days or fewer than 199 days, as applicable, the parties shall negotiate an appropriate adjustment in salary. If the parties are unable to reach agreement with regard to such salary adjustment, the matter shall be submitted to impasse resolution procedures in accordance with the Teacher Negotiation Act.

Notwithstanding the foregoing, K-12 Supervisors may work up to five (5) additional days per year, with the approval of the Superintendent or his/her designee. This Agreement is based on a work year for K-12 Supervisors which does not involve direct teaching responsibilities.

The work year for 199 day administrators shall be the teacher work year, plus the five days before teachers begin, the five days after teachers end the school year, and four other days during school vacations or the summer. Any variation from this schedule

must be approved in advance by the Superintendent or his/her designee. The work year for 220-day administrators shall be the teacher work year, plus at least five days prior to the start of the teacher work year and at least five days after the end of the teacher work year, plus the remaining number of days necessary for a total of 220 work days.

3.3 Twelve month administrators shall be required to work 220 work days within a contract year (July 1 through June 30), provided that administrators may carry over up to ten (10) non-work days into the following contract year with the understanding that in the normal contract year twelve month administrators will have 27 non-work days. Any non-work days carried over must be used by September 30 of the following contract year or such days will be lost. Twelve month administrators may take up to ten (10) non-work days when school is in session, subject to the approval of the Superintendent. Twelve month administrators shall be paid for up to five (5) non-work days, if they have earned them, when they retire or resign from their position, provided that they have provided the Superintendent or the Superintendent's designee with written notice of such retirement or resignation at least thirty (30) days prior to the effective date of retirement or resignation. No non-work days may be taken within such thirty-day notice period. Non-work days shall be pro-rated for any partial year of service beginning from the prior July 1.

3.4 Principals shall be responsible for arranging coverage of their positions on each day during their work year except those on which school offices are closed, or on which they are on authorized leave. Authorization for coverage must be approved by the Superintendent or his/her designee in cases where additional compensation is to be paid.

3.5 The Superintendent and High School or Middle School Principal shall agree on the number of days to be assigned to administrators during the summer (in addition to the applicable number of days set forth in Section 3.2) with the cap of 20 days for the high school and 10 days for the middle school.

ARTICLE IV ASSIGNMENTS AND TRANSFERS

4.1 All assignments and transfers within the bargaining unit shall be made by the Superintendent or his/her designee after consultation with the administrator(s) involved.

4.2 In the event a member of the Unit is transferred from a higher paying administrative position to a lower paying administrative position, such member shall continue to be compensated as if he/she had remained in the higher paying principalship for one year after the effective date of the transfer.

4.3 When the Superintendent or the Board transfers a member of the bargaining unit to a higher paid position on an acting basis, or assigns a member of the bargaining unit to assume the duties of a higher paid position for more than five (5) consecutive days, such employee shall be compensated at the per diem equivalent of the higher paid position based on either the same step that he/she holds in the lower position or the step for the higher position that provides a salary increase for the administrator (whichever is greater), retroactive from the first day of such transfer or assignment for the duration of such transfer or assignment. In addition, after fifteen (15) days, the Board shall afford a substitute in the regular position for an administrator filling in for another assignment.

4.4 If the Board significantly modifies the duties of an existing bargaining unit position, or creates a new bargaining unit position during the term of this agreement, it shall provide the Unit with a copy of the job description for such new or modified position, together with a proposed salary range. Upon request of the unit, the parties shall meet to negotiate such salary range, pursuant to Section 10-153f(e) Conn. Gen. Stats., and any negotiated agreement shall be effective as of the date such position is filled or modified.

4.5 Notice of all vacancies that arise in bargaining unit positions shall be posted on central office bulletin boards and in each building for a period of ten (10) central office working days, and shall be sent to all administrators who request such notice. Administrators who wish notice of vacancies that arise during the summer months must leave their summer addresses with the Director of Human Resources and must provide the Director of Human Resources with self-addressed, stamped envelopes in order to receive such notices.

4.6 Criteria for determining whose employment shall be affected by lay-off shall incorporate factors of seniority, quality of performance and qualifications. The Superintendent shall determine qualifications. Qualifications shall include possession of a Connecticut State Certification and training. ~~Any certified administrator who has worked in the East Hartford Public Schools for fifteen (15) years or longer shall be excluded from all criteria except seniority.~~

In the event of a reduction in the number of certified administrators in East Hartford, the following rank order shall apply wherein an administrator with a higher rank may bump into a lower position if he or she has the qualifications to do so.

RANK ORDER

CATEGORY A – 220 day positions

- Level 1 HSEHHS Principal
- Level 2 MSEHMS Principal, Woodland Principal
- Level 3 Elementary Principal (~~includes CIBA,~~
CIBA Principal
Sunset Ridge Principal
Synergy) Principal
Principal of Early Childhood ~~Education Programs~~Learning Center
- Level 4 HSEHHS First ~~AP~~Assistant Principal
Special Education Supervisors (SPED/Elementary/Secondary Ed/Teacher
Evaluation,
Professional Development, Program Improvement and Assessments)
Gifted and Talented Supervisor/Coordinator of Literacy and Intervention
Support, Special Programs—Alliance District Grant
Data Analyst/School Improvement Specialist
- Level 5 ~~HS~~ EHHS Assistant Principal, EHHS Assistant Principal/Scheduler
MSEHMS First Assistant Principal
~~Coordinator of Assessment, Evaluation and Research~~
~~Data Analyst/School Improvement Specialist~~
Secondary Curriculum Supervisors (English, Math, Science, Social
Studies)
- Level 6 Department Head for Guidance

CATEGORY B – 199 day positions

- Level 1 ~~Assistant Principal High School, K-12 Supervisor, Adult Ed Supervisor~~
- Level 2 ~~Assistant Principal Middle School~~EHMS (199-day position), Dept Head
(~~HS, MS, and elementary consulting~~)other than Guidance, Assistant
Principal Elementary School, Sunset Ridge/CIBA Assistant Principal
- ~~Level 3 Assistant Principal Elementary School, Adult Ed Supervisor~~

In the event there is a layoff within the Unit, the person whose position is eliminated shall be able to bump the least senior person within the same or lower rank, in the order of the levels as set forth in the rank order above. ~~For purposes of clarity, the CIBA~~

~~Principal, and Synergy Principal shall be in the same classification as elementary principal.~~

4.7 In the event that administrative positions below the rank of Superintendent and above the rank of teacher are eliminated, such personnel may elect to exercise seniority based upon his/her certification endorsement(s) and length of continuous service in the district for open positions within the bargaining unit at or below the level from which the administrator was laid off, for a period of eighteen months.

ARTICLE V LEAVE PROVISIONS

Leave

5.1 Each administrator in a Category B position shall receive leave of absence with full pay for sickness at the rate of sixteen (16) days a year. Each administrator in a Category A position shall receive a leave of absence with full pay for sickness at the rate of eighteen (18) days a year.

For employees hired as administrators before July 1, 2005, these days may accumulate to two hundred twenty-five (225) days. Notwithstanding the foregoing, any such administrator who has accrued more than two hundred twenty-five (225) sick days as of June 30, 2008 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2008 unless and until such time as such administrator's total sick leave accumulation falls below two hundred twenty-five (225) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. Accumulated sick leave will be determined on the basis of such person's service with the Board since the most recent date of hire.

Employees hired as administrators after June 30, 2005 may accumulate sick leave up to one hundred fifty (150) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. For such administrators, near June 15 of each year, any number of sick days remaining in the current year's allotment in excess of 150 days, shall be paid to the administrator at the rate of 25% of the per diem rate for those days. If the administrator's accumulated days drop below 150 days in any given year, this stipulation shall not apply for that year.

5.2 Sick leave credits will not accumulate while such person is absent from work on leave without pay.

5.3 Sick leave may be used in the following cases:

- (a) Personal illnesses or physical incapacity.
- (b) Enforced quarantine of such person in accordance with the community health regulations.
- (c) Illness or physical incapacity in such person's immediate family. For the purposes of this section immediate family is defined as spouse, parent, stepparent, grandparent, grandchild, brother, sister, child, stepchild, and also any relative who is domiciled in such person's house.
- (d) Absence for personal business beyond the individual's control and which cannot be conducted outside of school hours. Except in emergencies, the request for personal leave must be made by the individual at least five (5) business days prior to such leave to the Superintendent. Such request must be accompanied by justification in the form of a statement of the general reason for the request (attendance in court, home maintenance emergency, etc.), except that for two (2) days per year said request need not state the reason for the leave. Personal days may be used for legal, medical or family reasons fitting the above definition, but may not be used for recreation or social reasons or to extend vacation or holiday periods.

5.4 In exceptional cases, the Board may grant additional sick leave with or without pay. Requests for such additional sick leave shall be in writing and must be signed by such person when possible.

5.5 Sick leave may not be used for recuperation from illness or injury which is directly traceable to employment by another employer.

5.6 It shall be the responsibility of the administrator to notify the central office in advance of extended absence if possible.

- (a) The Superintendent may request an appropriate medical certificate from any administrator for any leave of any duration.
- (b) When required to provide a certificate, the administrator shall have the option of providing a certificate from a doctor of his/her own choosing, in which case the employee shall pay, or a doctor chosen by the Board, in which case the Board shall pay. In any case, the Board may seek the judgment of its own physician.

5.7 Any administrator who is on leave of absence of more than one month without pay shall not be paid for sick leave for any reason.

Funeral Leave

5.8 Three (3) days special leave with full pay shall be granted for death in the immediate family of an administrator. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild and also any relative who is domiciled in the employee's house. One (1) day special leave with full pay shall be granted for death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law of an administrator. Additional days may be requested pursuant to Section 5.3 (d).

Jury Duty

5.9 An administrator who is absent from work in order to report for jury duty or appear as a witness under a legally enforceable subpoena shall receive a leave of absence with full pay. An administrator shall remit per diem jury pay, but not traveling expenses, to the Board when he/she receives jury duty pay from the state. This provision shall not apply to legal proceedings wherein the administrator or the Unit is a party.

Professional Conferences-Visitation Day

5.10 Upon approval of the Superintendent or his/her designees, a visiting day or leave with full pay may be granted to an administrator for visiting other schools, attending conferences, or attending professional meetings. Travel expenses may be granted in accordance with Board Policy.

Religious Leave

5.11 Up to three (3) full days of paid leave may be granted to administrators for the celebration of religious high holy days. The request for such leave must be submitted at least five (5) business days prior to such leave to the Superintendent.

Maternity/Adoptive/Childrearing Leave

5.12 The Board agrees to abide by the provisions of any applicable law regarding family and medical leave and/or disability maternity leave.

Childrearing or adoptive leave for purposes other than disability must be requested, in writing, prior to (a) the time disability sick leave due to pregnancy commences, or (b) the time that the spouse of a certified staff member is determined to be disabled as a result of pregnancy, or (c) the adoption of a minor child, whichever is applicable.

- (a) Childrearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.
- (b) If disability sick leave commences between September 1 and January 31, the childrearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by April 1 of the calendar year in which the certificated staff member plans to return. Failure to notify will constitute a resignation.
- (c) If the disability sick leave commences between February 1 and August 31, the childrearing leave shall extend for the remainder of the school year and may extend for the next full school year if the administrator elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by April 1st of the calendar year in which the certified staff member plan to return. Failure to notify will constitute a resignation.
- (d) The certified staff member will be reinstated to a position for which he/she is certified and qualified provided his/her status has not been affected by Article 4.6 of this Agreement.
- (e) The certified administrator absent on childrearing leave will return to the salary step appropriate to position and years in service.
- (f) Upon the expiration of any FMLA leave applicable to the administrator's childrearing leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the childrearing leave.
- (g) Credit toward longevity shall not be granted for this period of leave.
- (h) Sick leave not used during disability leave shall be restored upon return to the system.

Long Term Leave

~~5.13 The Board shall consider and may grant requests for a long term leave of absence without pay for the following reasons: care of a family member, study not qualifying for sabbatical leave, or other activities leading to professional improvements as an educator. Such leave shall normally be for a full school year, unless the reason does not arise until after the beginning of the school year. A request shall be made at~~

~~least 90 days prior to the date the leave is expected to commence unless the reason is not known until a later date, and a response shall be given within 45 days of receipt of the request.~~

General Purpose Leave

5.145.13 The Superintendent or his/her designee shall consider and may grant such leaves as requested in writing for general purposes under the following conditions:

- a) ~~(a)~~—Such leaves shall be without pay.
- b) ~~(b)~~—Such leaves shall be for a period of one school year.
- c) ~~(c)~~—Applications must be submitted prior to March 1st of the school year preceding the school year for which the leave is being requested.
- d) ~~(d)~~—Candidate must have completed at least ten (10) years of satisfactory service with the Board.
- e) ~~(e)~~—During such leave, the administrator may continue insurance coverage provided that he/she pays ~~fiftyone hundred~~ percent (~~50100~~%) of the costs for such insurance, except as otherwise provided by law. ~~The Board will pay the remaining fifty percent (50%) of such insurance costs.~~ This subsection E will not apply in any situation in which an administrator is employed by a charter school or any other employer during the period of leave.
- f) ~~(f)~~—Administrators must notify the Board by March 1st of the leave year of their decision whether or not to return to their administrative position. Failure to notify results in automatic resignation. This date is of the essence.
- g) ~~(g)~~—Administrator returns to normal salary sequence and benefits.

Sabbatical Leave

5.155.14 Upon the recommendation of the Superintendent a sabbatical leave may be granted at the discretion of the Board for purposes of professional growth and development.

- a) The Administrator must have completed at least (7) years of satisfactory service with the Board.
- b) Sabbatical leave may be granted for one-half of a school year or for one entire school year.
- c) Applications for sabbatical leave should be submitted to the Superintendent on or before February 1st and must be on the form available from the personnel department. The deadline of February 1st may be waived by the Superintendent.
- d) Written notice of the Board's decision on each sabbatical leave application will be given to each applicant by April 1.
- e) Administrators absent on sabbatical leave shall be paid 75% of the contract rate in effect during such leave; provided, however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such administrator would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the administrator for travel and other expenses related to the sabbatical leave. During the sabbatical leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the leave.
- f) In extraordinary cases where an administrator plans to study in areas determined by the Board to be critical, the seven (7) year requirement of 5.16(a) may be waived and the employee may receive up to 100% of the contract rate referred to in 5.16(e).
- g) An administrator absent from service because of sabbatical leave, shall be entitled to such advancement on the salary schedule as he/she would have received had he/she remained in the system.
- h) In the event that completion of the approved professional objectives of the sabbatical leave is made impossible by illness or injury, salary payments will be continued beyond the date such disability is incurred for a period equivalent to the sick leave credit accrued by the administrator.
- i) Administrators who are granted sabbatical leave shall as a condition of acceptance agree to return to service in the school

system for a period of two (2) full contract years following the completion of the sabbatical leave. In the event an administrator does not fulfill his/her agreement to serve two full contract years following the completion of the sabbatical leave, the following provisions shall apply:

- 1) For service of less than one full contract year following completion of the sabbatical, the administrator shall reimburse the Board for the full amount of all compensation paid to the administrator during the period of the sabbatical leave.
- 2) For service of more than one full contract year but less than two full contract years following completion of the sabbatical, the administrator shall reimburse the Board in an amount equal to one-half of the total compensation paid to the administrator during the period of the sabbatical leave.
- 3) Such reimbursement shall be made to the Board in one lump sum within sixty days of the end of the sabbatical leave.

Union Leave

5.165.15 In order to enhance the public image of the East Hartford Public Schools and to promote professional development, a union leave provision will be provided for the Unit President/designee to perform his/her elected duty as President/designee of the Unit. The Unit President/designee will seek the permission of the Superintendent to attend functions that are commensurate with the duties of the office. The Superintendent shall have the right, in his or her discretion, to grant or deny any such requests. The denial of any such requests shall not be subject to the grievance and/or arbitration procedure.

ARTICLE VI SALARIES

6.1 The salary schedule for the three years of this agreement are set forth on Schedules A-1 attached hereto.

6.2 Salaries for positions which are changed from one work year to another shall be adjusted in accordance with the provisions of section 3.2 of this agreement.

6.3 Any administrator who is promoted to a higher salaried position shall not be placed lower than two steps below the step he/she had attained in his/her previous position.

6.4 Administrators who work 199 days per year shall have the option of choosing either 21 equal pay periods or 22 pay periods (21 equal pay periods plus one balloon check) and shall indicate their choice. Administrators employed under the provisions of any state or federal grant program will be subject to pay periods established by the fiscal year of the program.

6.5 The provisions of Section 6.5 shall apply only to employees hired as administrators prior to July 1, 2014. On completion of 10 years of service in East Hartford, \$500 will be added to the administrator's salary schedule. This will be increased by \$500 each five year period thereafter until retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts service in East Hartford; such credit not to exceed two years. Longevity payments will be included in the per diem rate for the purposes of payments made under Section 6.8 for retirees who qualify for the benefit set forth in Section 6.8. For purposes of this section "years of service" shall be defined as continuous years of certified service with East Hartford Public Schools. A period of reduction in force ("RIF") will not count toward service time but will not be deemed a break in service.

6.6 Administrators who are awarded a doctorate in a program approved by NCATE or any other mutually acceptable accrediting agency shall receive an annual salary differential of \$5000.

6.7 Any administrator who is called to perform his/her regular duties for additional days beyond his/her work year will be paid on a per diem basis. This provision shall not apply to situations where the administrator has failed to complete the customary duties of the position within the work year.

6.8 Employees hired as administrators before July 1, 2005 and leaving the public school teaching and administration while eligible for retirement under the State Teachers Retirement Plan, shall receive retirement separation pay for a minimum of fifteen (15) years continuous service in East Hartford, based on forty percent (40%) of accumulated unused sick leave, up to a maximum of eighty (80) days' pay for two hundred (200) days of accumulated unused sick leave. Payment is at the administrator's per diem pay rate, based on the administrator's work year in the year immediately preceding retirement. In order to be eligible for such payment, each administrator must provide the Superintendent with written notice of such retirement resignation at least ninety (90) days in advance of the effective date of retirement. However, in the event of unforeseen personal circumstances for the administrator, the Superintendent, within his/her discretion, may waive this 90 day notice requirement. The Board shall pay to the estate of an administrator who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the administrator had retired on the date of death.

6.9 When an administrator conducts a staff development workshop for district personnel at the request of the Superintendent, and when the workshop involves significant preparation outside the administrator's regular workday, the administrator shall be compensated at the rate of \$100 per day for each day on which the workshop is presented. Prior to the commitment of time under this section, application for compensation shall be made to the Superintendent/designee, and no compensation shall be payable under this section unless the ~~Superintendent~~Superintendent/designee has approved such compensation in writing in advance.

ARTICLE VII INSURANCE

7.1 The Board shall ~~provide~~maintain a High Deductible Health Plan/Health Savings Account (hereinafter "HSA Plan") for all eligible administrators, spouses and dependents as set forth in Appendix B. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid through payroll deduction.

~~The Board will also provide a Full-Service Dental Plan with riders A, B and C for all eligible administrators, spouses and dependents. not fund any portion of the deductible under the HSA Plan.~~

Effective with the 2019-20 contract year, the Board will not process employee contributions into employees' Health Savings Accounts, unless the Board and the Union mutually agree otherwise.

~~Effective July 1, 2014, July 1, 2015 and July 1, 2016, respectively, the Board will contribute fifty percent (50%) of the applicable HSA deductible into the Health Savings Account of each administrator enrolled in the HSA Plan eligible to receive such contributions under applicable law. The Board's contribution into the HSA shall be prorated for any new administrator enrolling in the HSA Plan after the plan year has commenced (and for any other administrator enrolling in the HSA Plan after the plan year has commenced, as provided under the Internal Revenue Code based on a qualifying event affecting the administrator). Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year. The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment. Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year.~~

The administrators' premium contributions toward the HSA Plan will be as follows:

Effective July 1, 2017: 7.5%

Effective July 1, 2018: 8.5%

Effective July 1, 2019: 9.0%

~~Administrators shall make the following~~The Board will also provide for all administrators Blue Cross Full Service Dental Plan with riders A, B, C. The administrators' premium contributions toward the costs of medical and dental insurance plan will be as follows:

Effective July 1, 2017: 21.0%

Effective July 1, 2018: 21.5%

Effective July 1, 2019: 22.0%

The administrators' premium contributions shall be based on the fully-insured rates for the plan selected.

| | HSA Plan | Dental Insurance |
|---------|-----------------|-------------------------|
| 2014-15 | 16.00% | 20.00% |
| 2015-16 | 16.25% | 20.25% |
| 2016-17 | 16.50% | 20.50% |

The Board will adopt an Internal Revenue Code Section 125 plan which allows administrators to pay insurance contributions with pre-tax dollars. The Board will also afford administrators the opportunity to participate in flexible spending accounts for health and dependent care, consistent with the provisions of applicable law, up to the dollar limits set forth in the Section 125 plan maintained by the Town of East Hartford.

7.2 The Board shall provide and pay for life insurance with double indemnity for each member of the Unit in an amount equal to two times (2x) his/her annual salary rounded up to the next higher \$1,000 and shall provide any pay for coverage in the amount of \$3,000 for each member of the Unit who retires from the district. The Board shall facilitate the purchase of additional life insurance by individual administrators (but not retirees) at group rates, carrier permitting.

7.3 Administrators under the Teachers' Retirement Act shall be permitted to continue their health insurance in accordance with C.G.S. 10-183t.

~~7.4 All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate provided there is no decrease in the benefit that is negotiated. The EHEASU shall be consulted~~

~~prior to the adoption of any such plan and the Board shall provide a certification from a CLU insurance broker, licensed in the State of Connecticut, that the proposed plan is, in fact, equal to or exceeds the existing plan in benefits, coverages, and administration.~~

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

7.5 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Section 7.1 (including the related Appendix B of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1 A grievance is defined as an event or condition which affects the welfare or conditions of employment of an administrator or a group of administrators and/or the application of any provision of the Agreement.

8.2 Any complaint or grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) business days of the occurrence of the facts or condition giving rise thereto, or within fifteen (15) business days of the grievant's knowledge of their occurrence, whichever comes later, shall not thereafter be treated or processed as a grievance under this Agreement. In the case of an individual grievance, knowledge shall be presumed to take place no later than thirty (30) calendar days after the occurrence in question.

8.3 The primary function of this procedure is to seek to resolve the contractual problems of individual administrators or groups of administrators. This is to be done with the least possible publicity maintaining professional confidences so as to curtail any adverse effect on the school system or the profession.

8.4 Procedural Steps

Step 1: An administrator with a grievance shall first discuss it with his/her immediate superior in an effort to resolve the matter informally.

Step 2: In the event the grievance is not resolved at Step 1, the Unit shall present the grievance in writing to the Superintendent within fifteen (15) business days of the event giving rise to the grievance. Within five (5) business days after the receipt of the written grievance, the Superintendent or his/her designee shall meet with the administrator in an effort to resolve the grievance. The Superintendent shall render his/her decision in writing to the administrator and the Unit within five (5) business days after the conclusion of said meeting.

Step 3: In the event the grievance is not resolved at Step 2, the Unit shall file the grievance in writing with the Board of Education within ten (10) business days of the Step 2 response or within ten (10) business days of the deadline for such response, whichever occurs sooner. Within ten (10) business days after the receipt of the written grievance, the Board of Education or its designated representatives shall meet with the aggrieved person in an effort to resolve the grievance. The decision shall be rendered in writing to the administrator and the Unit within ten (10) business days after the conclusion of said meeting.

Step 4:

A. In the event that the grievance is not resolved at Step 3, the Unit may file the grievance for arbitration with the American Dispute Resolution Center (ADRC), with a copy to the Board, within twenty (20) business days after the Step 3 decision or within twenty (20) business days of the deadline for such decision, whichever occurs sooner

B. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of ADRC. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. When the complaint or grievance involves the interpretation or application of a specific provision of the Agreement between the parties, the decision of the arbitrator shall be binding upon both parties, and upon all administrators involved as grievants, during the life of the Agreement. In all other instances, the decision of the arbitrator shall be advisory. The cost for the services of the arbitrator including per diem expenses, if any, and actual travel and subsistence, shall be borne equally by the Board and the Unit.

8.5 No individual administrator may submit a grievance at Steps 2, 3 or 4 of the grievance procedure; only the Unit may submit grievances at Steps 2, 3 or 4 of the grievance procedure. Any administrator may be represented at all stages of this

grievance procedure by himself or a representative of the East Hartford Educational Administrative and Supervisory Unit. When an administrator is not represented by the Unit, the Unit shall have the right to be present and to state its views at all stages of this grievance procedure.

8.6 The Unit shall have the right to initiate a grievance which in the opinion of the President of the Unit or his/her designee affects a group of administrators and such action shall be taken in the name of the President of the Unit or his/her designee.

8.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of an administrator (aggrieved) to proceed to the next step of the grievance procedure within the time limits set forth shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or one who is grieved against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

ARTICLE IX MISCELLANEOUS

9.1 Any item not covered in this Agreement may hereafter be governed by the modification of existing policies, rules and/or regulations or by the adoption by the Board of new policies, rules and/or regulations subject to the provisions of the Teacher Negotiations Act. In the event of a conflict between any provision of this Agreement and any board policy, rule or regulation, the terms of this Agreement shall control.

9.2 The Board shall notify the Unit through the Board Agenda of any proposed modification or adoption of any new Board policy.

9.3 An administrator has the right to review the contents of his/her personnel file, and the right to reply to any document contained therein with a formal letter which will be placed in the file. An administrator will be notified when any critical material is placed in his/her personnel file, and shall have the right to examine and reply to such material as set forth in the preceding sentence.

9.4 Any administrator who uses his/her personal vehicle on approved Board business in or out of the district during the work day or after hours will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the administrator must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for

the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel. Payment will be monthly.

9.5 In the event that any portion of this Agreement is found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion of this Agreement. Both parties will meet within ten (10) work days and bargain such new language as is necessary to comply with such restrictions.

9.6 No administrator shall be suspended, reduced in rank or compensation or denied an increment without just cause.

ARTICLE X
DURATION

10.1 This Agreement contains the full and complete agreement between the Board and the Unit on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, except as may otherwise be required by this Agreement.

10.2 This Agreement shall remain in full force and effect from July 1, ~~2014~~2017 through June 30, ~~2017-2020~~.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, ~~2013-2016~~.

EAST HARTFORD EDUCATION
ADMINISTRATIVE AND SUPERVISORY
UNIT

EAST HARTFORD BOARD OF
EDUCATION

By _____
President

By _____
Chairperson

Schedule A-1

| | 2014-15 (2.0%; no step) | 1 | 2 | 3 | 4 |
|-----|---|----------|----------|----------|----------|
| A1. | HS Prin. | 132,168 | 134,314 | 136,467 | 138,608 |
| A2. | MS Prin., Woodland | 124,769 | 126,921 | 129,066 | 131,222 |
| A3. | Elem Prin, Prin CIBA, Synergy, Prin of Early Childhood Ed Programs | 119,576 | 121,730 | 123,878 | 126,027 |
| A4. | HS First AP, Supr SPED, Supr Teacher Eval, PD, Progm Imp, and Assess, Supr Sec, Supr Elem, Supr/Coord Lit and Intervention Support, Sp Progrms, HS AP/Scheduler | 119,576 | 121,730 | 123,878 | 126,027 |
| A5. | MS First AP, Coordinator of Assessment, Evaluation & Research, Data Analyst/Sch Imp Spec, Sec-Curr Supvs (English, Math, Science, Social Studies) | 111,375 | 113,521 | 115,670 | 117,818 |
| B1. | HS AP, K-12 Supervisors | 108,981 | 111,067 | 113,278 | 115,436 |
| B2. | MS AP (199), Dept Head (HS, MS and elementary consulting) | 104,995 | 106,987 | 109,128 | 111,275 |
| B3. | Elem AP | 98,470 | 100,615 | 102,768 | 104,910 |
| B3. | Adult Ed | 102,335 | 104,489 | 106,646 | 108,799 |

| | 2015-16 (1.50%; with step) | 1 | 2 | 3 | 4 |
|-----|---|----------|----------|----------|----------|
| A1. | HS Prin. | 134,151 | 136,329 | 138,514 | 140,687 |
| A2. | MS Prin., Woodland | 126,641 | 128,825 | 131,002 | 133,190 |
| A3. | Elem Prin, Prin CIBA, Synergy, Prin of Early Childhood Ed Programs | 121,370 | 123,556 | 125,736 | 127,917 |
| A4. | HS First AP, Supr SPED, Supr Teacher Eval, PD, Progm Imp, and Assess, Supr Sec, Supr Elem, Supr/Coord Lit and Intervention Support, Sp Progrms, HS AP/Scheduler | 121,370 | 123,556 | 125,736 | 127,917 |
| A5. | MS First AP, Coordinator of Assessment, Evaluation & Research, Data Analyst/Sch Imp Spec, Sec-Curr Supvs (English, Math, Science, Social Studies) | 113,046 | 115,224 | 117,405 | 119,585 |
| B1. | HS AP, K-12 Supervisors | 110,616 | 112,733 | 114,977 | 117,168 |
| B2. | MS AP (199), Dept Head (HS, MS and elementary consulting) | 106,570 | 108,592 | 110,765 | 112,944 |
| B3. | Elem AP | 99,947 | 102,124 | 104,310 | 106,484 |
| B3. | Adult Ed | 103,870 | 106,056 | 108,246 | 110,431 |

2017-18 (1.2%; with step)

| | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|------------|--|----------------|----------------|----------------|----------------|
| <u>A1.</u> | <u>EHHS Principal</u> | <u>139,821</u> | <u>142,058</u> | <u>144,303</u> | <u>146,535</u> |
| <u>A2.</u> | <u>EHMS Principal, Woodland Principal</u> | <u>132,107</u> | <u>134,350</u> | <u>136,587</u> | <u>138,834</u> |
| <u>A3.</u> | <u>Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center</u> | <u>126,693</u> | <u>128,938</u> | <u>131,177</u> | <u>133,418</u> |
| <u>A4.</u> | <u>EHHS First Assistant Principal, Special Education Supervisors, Professional Development, Program Improvement and Gifted and Talented Supervisor, EHHS Assistant Principal/Scheduler</u> | <u>124,669</u> | <u>126,914</u> | <u>129,153</u> | <u>131,394</u> |
| <u>A5.</u> | <u>EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist</u> | <u>120,395</u> | <u>122,635</u> | <u>124,875</u> | <u>127,115</u> |
| <u>A6.</u> | <u>Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Department Head for Guidance</u> | <u>116,119</u> | <u>118,355</u> | <u>120,596</u> | <u>122,836</u> |
| <u>B1.</u> | <u>K-12 Supervisors</u> | <u>113,622</u> | <u>115,797</u> | <u>118,102</u> | <u>120,353</u> |
| <u>B2.</u> | <u>Assistant Principal EHMS (199), Department Head (HS, MS and elementary consulting, other than Guidance), Sunset Ridge/CIBA Assistant Principal</u> | <u>109,467</u> | <u>111,544</u> | <u>113,775</u> | <u>116,014</u> |
| <u>B3.</u> | <u>Adult Ed Supervisor</u> | <u>106,693</u> | <u>108,939</u> | <u>111,188</u> | <u>113,432</u> |
| <u>B4.</u> | <u>Assistant Principal Elementary School</u> | <u>102,663</u> | <u>104,900</u> | <u>107,146</u> | <u>109,378</u> |

2018-19 (2.25%; no step)

| | | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
|------------|--|----------------|----------------|----------------|----------------|
| <u>A1.</u> | <u>EHHS Principal</u> | <u>142,967</u> | <u>145,254</u> | <u>147,550</u> | <u>149,832</u> |
| <u>A2.</u> | <u>EHMS Principal, Woodland Principal</u> | <u>135,079</u> | <u>137,373</u> | <u>139,660</u> | <u>141,958</u> |
| <u>A3.</u> | <u>Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center</u> | <u>129,544</u> | <u>131,839</u> | <u>134,128</u> | <u>136,420</u> |
| <u>A4.</u> | <u>EHHS First Assistant Principal, Special Education Supervisors, Professional Development, Program Improvement and Gifted and Talented Supervisor, EHHS Assistant Principal/Scheduler</u> | <u>127,474</u> | <u>129,770</u> | <u>132,059</u> | <u>134,350</u> |
| <u>A5.</u> | <u>EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist</u> | <u>123,104</u> | <u>125,394</u> | <u>127,685</u> | <u>129,975</u> |
| <u>A6.</u> | <u>Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Department Head for Guidance</u> | <u>118,732</u> | <u>121,018</u> | <u>123,309</u> | <u>125,600</u> |
| <u>B1.</u> | <u>K-12 Supervisors</u> | <u>116,178</u> | <u>118,402</u> | <u>120,759</u> | <u>123,061</u> |
| <u>B2.</u> | <u>Assistant Principal EHMS (199), Department Head (HS, MS and elementary consulting, other than Guidance), Sunset Ridge/CIBA Assistant Principal</u> | <u>111,930</u> | <u>114,054</u> | <u>116,335</u> | <u>118,624</u> |
| <u>B3.</u> | <u>Adult Ed Supervisor</u> | <u>109,094</u> | <u>111,390</u> | <u>113,690</u> | <u>115,984</u> |
| <u>B4.</u> | <u>Assistant Principal Elementary School</u> | <u>104,973</u> | <u>107,260</u> | <u>109,557</u> | <u>111,839</u> |

Schedule A-1
(Continued)

| | 2016-17 (1.50%; no step) | 1 | 2 | 3 | 4 |
|-----|---|----------|----------|----------|----------|
| A1. | HS Prin. | 138,163 | 140,374 | 142,592 | 144,797 |
| A2. | MS Prin., Woodland | 130,541 | 132,757 | 134,967 | 137,188 |
| A3. | Elem Prin, Prin CIBA, Synergy, Prin of Early Childhood Ed Programs | 125,191 | 127,409 | 129,622 | 131,836 |
| A4. | HS First AP, Supr SPED, Supr Teacher Eval, PD, Progm Imp, and Assess, Supr Sec, Supr Elem, Supr/Coord Lit and Intervention Support, Sp Progrms, HS AP/Scheduler | 123,191 | 125,409 | 127,622 | 129,836 |
| A5. | MS First AP, Coordinator of Assessment, Evaluation & Research, Data Analyst/Sch Imp Spec, Sec Curr Supvs (English, Math, Science, Social Studies) | 114,742 | 116,952 | 119,166 | 121,379 |
| B1. | HS AP, K-12 Supervisors | 112,275 | 114,424 | 116,702 | 118,926 |
| B2. | MS AP (199), Dept Head (HS, MS and elementary consulting) | 108,169 | 110,221 | 112,426 | 114,638 |
| B3. | Elem AP | 101,446 | 103,656 | 105,875 | 108,081 |
| B3. | Adult Ed | 105,428 | 107,647 | 109,870 | 112,087 |

2019-20 (1.2%; with step)

| | | 1 | 2 | 3 | 4 |
|-----|--|----------------|----------------|----------------|----------------|
| A1. | <u>EHHS Principal</u> | <u>144,683</u> | <u>146,997</u> | <u>149,321</u> | <u>151,630</u> |
| A2. | <u>EHMS Principal, Woodland Principal</u> | <u>136,700</u> | <u>139,021</u> | <u>141,336</u> | <u>143,661</u> |
| A3. | <u>Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center</u> | <u>131,099</u> | <u>133,421</u> | <u>135,738</u> | <u>138,057</u> |
| A4. | <u>EHHS First Assistant Principal, Special Education Supervisors, Professional Development, Program Improvement and Gifted and Talented Supervisor, EHHS Assistant Principal/Scheduler</u> | <u>129,004</u> | <u>131,327</u> | <u>133,644</u> | <u>135,962</u> |
| A5. | <u>EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist</u> | <u>124,581</u> | <u>126,899</u> | <u>129,217</u> | <u>131,535</u> |
| A6. | <u>Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Department Head for Guidance</u> | <u>120,157</u> | <u>122,470</u> | <u>124,789</u> | <u>127,107</u> |
| B1. | <u>K-12 Supervisors</u> | <u>117,572</u> | <u>119,823</u> | <u>122,208</u> | <u>124,538</u> |
| B2. | <u>Assistant Principal EHMS (199), Department Head (HS, MS and elementary consulting, other than Guidance), Sunset Ridge/CIBA Assistant Principal</u> | <u>113,273</u> | <u>115,423</u> | <u>117,731</u> | <u>120,047</u> |

| | | | | | |
|-----|---------------------------------------|---------|---------|---------|---------|
| B3. | Adult Ed Supervisor | 110,403 | 112,727 | 115,054 | 117,376 |
| B4. | Assistant Principal Elementary School | 106,233 | 108,547 | 110,872 | 113,181 |

Employees who have not reached the maximum step shall advance one step on the salary scale at the beginning of the ~~2015-16~~2017-18 and 2019-20 contract year ~~only~~years. There shall be no step ~~advancements~~advancement during the 2014-15 and ~~2016-17~~2018-19 contract yearsyear.

~~The Principal and Assistant Principal of O'Connell Elementary School and Sunset Ridge Elementary School shall each receive an annual stipend in the amount of 3.1 percent of their base salary as set forth in Schedule A-1 above, for as long as the extended student day schedules remain in effect at each of those schools. *Notwithstanding the A.3 salary rate set forth above for the position of Sunset Ridge Principal, the current Sunset Ridge School Principal, Daniel Catlin, shall continue to be paid at the A.2 salary rate for as long as he holds the position of Sunset Ridge School Principal.~~

~~The East Hartford Middle School Principal and Sunset Ridge Principal shall each have \$5,000 to use in his/her discretion to assign the scheduling responsibilities of the East Hartford Middle School and Sunset Ridge School to a 10-month administrator or any teacher, in recognition of the fact that such scheduling responsibilities will be conducted outside the regular work day for said administrator and/or teacher. However, this stipend must be offered to a qualified administrative bargaining unit member, as determined by the Superintendent, prior to a teacher.~~

APPENDIX B

HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

| COST SHARE PROVISIONS | In-Network <i>Member pays:</i> | Out-of-Network <i>Member pays:</i> |
|---|--|--|
| Annual Deductible <i>(single/family)</i> | \$1,500 / \$3,000 | |
| Coinsurance | Not applicable | 20% |
| Coinsurance Maximum <i>(single/family)</i> | \$1,500/ \$3,000 | \$4,000/\$8,000 |
| Lifetime Maximum | Unlimited | Unlimited |
| Single Deductible must be satisfied before any Covered Services | | |
| PREVENTIVE CARE | In-Network After Annual Deductible <i>Member pays:</i> | Out-of-Network After Annual Deductible <i>Member pays:</i> |
| Well child care | No cost share | Deductible & Coinsurance |
| Adult Physical examinations | No cost share | Deductible & Coinsurance |
| Other Preventive Screenings: | | |
| Routine gynecological care: pap smear & pelvic exam | No cost share | Deductible & Coinsurance |
| Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic | No cost share | Deductible & Coinsurance |
| Hearing & Vision screening | No cost share | Deductible & Coinsurance |
| Immunizations and Vaccinations (other than those needed for travel) | No cost share | Deductible & Coinsurance |
| HOSPITAL SERVICES | | |
| All Inpatient Admissions | Deductible | Deductible & Coinsurance |
| Specialty Hospital 100 days per member per Calendar Year — additional visits are available once maximum is met, subject to Out of Network cost shares | Deductible | Deductible & Coinsurance |
| Outpatient Surgery in a licensed ambulatory surgical center | Deductible | Deductible & Coinsurance |
| DIAGNOSTIC SERVICES | | |
| Diagnostic lab and x ray | Deductible | Deductible & Coinsurance |
| High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans | Deductible | Deductible & Coinsurance |
| THERAPY SERVICES | | |
| Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares. | Deductible | Deductible & Coinsurance |

| <u>COST SHARE PROVISIONS</u> | <u>In-Network Member pays:</u> | <u>Out-of-Network Member pays:</u> |
|--|---|---|
| <u>Annual Deductible (single/ family)</u> | <u>\$2,000/\$4,000</u> | |
| <u>Coinsurance</u> | <u>Not applicable</u> | <u>20%</u> |
| <u>Out of Pocket Maximum (Including Deductible) (single/ family)</u> | <u>\$4,000 / \$8,000</u> | <u>\$4,000/\$8,000</u> |
| <u>Lifetime Maximum</u> | <u>Unlimited</u> | <u>Unlimited</u> |
| <u>Single Deductible must be satisfied before any Covered Services</u> | | |
| <u>PREVENTIVE CARE</u> | <u>In-Network After Annual Deductible Member pays:</u> | <u>Out-of-Network After Annual Deductible Member pays:</u> |
| <u>Well child care</u> | <u>No cost share</u> | <u>Deductible & Coinsurance</u> |
| <u>Adult Physical examinations</u> | <u>No cost share</u> | <u>Deductible & Coinsurance</u> |
| <u>Other Preventive Screenings:</u> | | |
| <u>Routine gynecological care: pap smear & pelvic exam</u> | <u>No cost share</u> | <u>Deductible & Coinsurance</u> |
| <u>Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic</u> | <u>No cost share</u> | <u>Deductible & Coinsurance</u> |
| <u>Hearing & Vision screening</u> | <u>No cost share</u> | <u>Deductible & Coinsurance</u> |
| <u>Immunizations and Vaccinations (other than those needed for travel)</u> | <u>No cost share</u> | <u>Deductible & Coinsurance</u> |
| <u>HOSPITAL SERVICES</u> | | |
| <u>All Inpatient Admissions</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |
| <u>Specialty Hospital</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |
| <u>100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares</u> | <u>Deductible</u> | |
| <u>Outpatient Surgery in a licensed ambulatory surgical center</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |
| <u>DIAGNOSTIC SERVICES</u> | | |
| <u>Diagnostic lab and x-ray</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |
| <u>High Cost Diagnostic Tests</u> | | <u>Deductible & Coinsurance</u> |
| <u>MRI, MRA, CAT, CTA, PET, and SPECT scans</u> | <u>Deductible</u> | |
| <u>THERAPY SERVICES</u> | | |
| <u>Outpatient Rehabilitation</u> | | |
| <u>Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |
| <u>Allergy Office Visit/Testing</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |
| <u>Allergy Injections – Immunotherapy or other therapy treatments</u> | <u>Deductible</u> | <u>Deductible & Coinsurance</u> |

| MEDICAL EMERGENCY/URGENT CARE SERVICES | | |
|---|---|---|
| Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room | Deductible | Deductible & Coinsurance |
| Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule | Deductible | Deductible & Coinsurance |
| PHYSICIAN MEDICAL/SURGICAL SERVICES | | |
| Medical Office Visits | Deductible | Deductible & Coinsurance |
| Services of a Physician or Surgeon (Other than a medical office visit. | Deductible | Deductible & Coinsurance |
| | In-Network After Annual Deductible <i>Member pays:</i> | Out-of-Network After Annual Deductible <i>Member pays:</i> |
| MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES | | |
| Outpatient Treatment for Mental Health Care and Substance Abuse Care | Deductible | Deductible & Coinsurance |
| Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care | Deductible | Deductible & Coinsurance |
| Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility | Deductible | Deductible & Coinsurance |
| OTHER MEDICAL SERVICES | | |
| Skilled Nursing Facility Up to 120 days per Calendar Year | Deductible | Deductible & Coinsurance |
| <i>Private Duty Nursing</i> Limited to \$15,000 per Plan Year | Deductible | Deductible & Coinsurance |
| <i>Immunizations and Vaccinations for Travel</i> | Deductible | Deductible & Coinsurance |
| <i>Prescription Drugs</i> Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. | Deductible | Deductible & Coinsurance |
| Diabetic equipment, drugs, and supplies. | Deductible | Deductible & Coinsurance |
| Mail Order Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply. | | |
| Diabetic equipment, drugs, and supplies. | | |

| | | |
|---|--|---|
| <p>Prescription drugs <i>–after deductible (when purchased from network pharmacy)</i></p> | <p><u>Retail (30 day supply)</u> \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment</p> <p>Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment</p> | <p><u>Deductible & Coinsurance</u> <u>Per prescription</u></p> <p><u>Deductible & Coinsurance</u> <u>Per prescription</u></p> |
| <p>Human Organ and Tissue Transplant Unlimited Maximum</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p>Home health care Nursing and therapeutic services limited to 200 visits per calendar year</p> <p>Home health aide services limited to 80 visits that <u>that are</u> (applicable to the 200 visit limit)</p> <p>In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420</p> | <p>Deductible</p> <p>Deductible</p> <p>Deductible</p> | <p>Deductible & Coinsurance</p> <p>Deductible & Coinsurance</p> <p>Deductible & Coinsurance</p> |
| <p>Infusion Therapy Unlimited lifetime maximum</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p>Durable Medical Equipment and Prosthetic Devices</p> <p>Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of 41,000 <u>\$1,000</u> within a two year period</p> <p>Diabetic equipment and supplies</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p><i>Ostomy Related Services</i></p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p>Hospice Care (Inpatient)</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p><i>Wig</i> Up to \$500 maximum per Member per Plan Year</p> | | |
| <p>Specialized Formula</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p>Infertility Services – covered only to the levels pursuant to State of CT mandate</p> <p>Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs</p> <p>The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |
| <p>Maternity</p> | <p>Deductible</p> | <p>Deductible & Coinsurance</p> |

Dependent Maximum age is 26 years.

Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This does not constitute your health plan or insurance policy. It is only a general description of the plan.

Document comparison by Workshare Compare on Thursday, June 16, 2016
12:54:44 PM

| Input: | |
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| Document 2 ID | interwovenSite://SGDMS/SG/4877226/2 |
| Description | #4877226v2<SG> - East Hartford BOE Administrators' Contract (2017-2020) |
| Rendering set | Standard |

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| Split/Merged cell | |
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| Statistics: | |
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| | Count |
| Insertions | 341 |
| Deletions | 331 |
| Moved from | 4 |
| Moved to | 4 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 680 |

Summary of Negotiated Administrator Contract Agreement

June 2016

1. Duration: 3 year contract – 2017-2020
2. Wages:
 - 2017-18: 1.20%, plus step
 - 2018-19: 2.25% no step
 - 2019-20: 1.20%, plus step
3. Insurance:
 - High Deductible Health Plan remains, but deductible increases from \$1,500/3,000 to \$2,000/4,000
 - HSA seed money is eliminated in exchange for lower premium cost shares
 - Premium cost share for the HDHP:
 - 2017-18: 7.5%
 - 2018-19: 8.5%
 - 2019-20: 9.0%
 - Premium cost share for the dental plan:
 - 2017-18: 21.0%
 - 2018-19: 21.5%
 - 2019-20: 22.0%
 - Beginning 2019-20, Board will not process employee contributions into HSA unless mutually agreed
 - Cadillac tax reopener provision if tax is triggered
 - Change of carrier language modified from “or equal” to “substantially comparable” standard
4. Revised layoff language to eliminate seniority as the only factor for determining impact if the administrators has been employed for 15 or more years
5. Revised rank order of administrators in the event of a reduction in force
6. Eliminated ability for administrators to request a long term leave of absence
7. Revised general purpose leave language to require any administrator on such leave to pay 100% of the cost of insurance during such leave as opposed to paying 50% of the cost of the insurance
8. Move EHHS assistant principals and Department Head of Guidance from 10 month to 12 month employment status and adjust salary accordingly
9. Increase pay for Data Analyst/School Improvement Specialist and First Assistant Principal of EHMS and decrease pay for Sunset Ridge Principal

The Town of East Hartford
 Analysis of the Certified Administrators Contract
 Prepared on June 20, 2016

Wages 1.2%, 2.25%, 1.2% **Steps** 0.88%, 0.75% **Prem. Share** HDHP 7.5%, 8.5%, 9.0%

UPDATED

41

Employees Covered

| | Base @6/30/16 | Precon. GWI 0.00% | Year 1 | | Year 2 | | Year 3 | | |
|------------|------------------|-------------------------|-----------------------|----------------|-----------------------|----------------|-----------------------|-----------------|-----------------------|
| | | | 6/30/17 Base Total | @7/17 1.20% | 6/30/18 Base Total | @7/18 2.25% | 6/30/19 Base Total | @7/199 1.20% | 6/30/20 Base Total |
| Reg. Wages | 4,925,467 | - | 4,925,467 | 59,106 | 4,984,573 | 112,153 | 5,096,725 | 61,161 | 5,157,886 |
| Steps | - | - | - | 43,344 | - | - | - | 38,225 | 81,570 |
| Total | 4,925,467 | - | 4,925,467 | 102,450 | 4,984,573 | 112,153 | 5,096,725 | 99,386 | 5,239,456 |

| Year | Steps | Wage Inc. | | Total | Total Per Contract | Net Prem. Share Inc. | Ann. Net Increase | Net Increase | % Inc. Ann. |
|-------|--------|-----------|---------|-------|--------------------|----------------------|-------------------|--------------|-------------|
| | | Per Year | Total | | | | | | |
| Pre | | | | | | | | | |
| 1 | 43,344 | 59,106 | 102,450 | | 102,450 | 34,967 | 67,483 | 67,483 | 1.36% |
| 2 | - | 112,153 | 214,603 | | 214,603 | 41,911 | 70,242 | 172,692 | 1.39% |
| 3 | 38,225 | 61,161 | 313,989 | | 313,989 | 45,518 | 53,868 | 268,471 | 1.04% |
| 4 | - | - | - | | - | - | - | - | - |
| 5 | - | - | - | | - | - | - | - | - |
| Total | | | 631,041 | | 631,041 | 122,396 | 191,593 | 508,645 | 3.80% |

| | HDHP/HSA - (\$1,500/\$3,000) | | HDHP/No Seed - (\$2,000/\$4,000) | | Reduction |
|---------------|------------------------------|--------|----------------------------------|--------|-----------|
| | EE Cost | Total | EE Cost | Total | |
| Insured | | | | | |
| Single | 1,425 | 8,233 | 623 | 7,688 | 14% |
| Single plus 1 | 2,851 | 16,466 | 1,247 | 15,376 | 14% |
| Family | 3,848 | 21,704 | 1,683 | 20,757 | 12% |
| Blended rate | 3,307 | 18,786 | 1,446 | 17,836 | 13% |

Misc. Statistics
 1% of wages 49,255
 1% Prem. Share 9,058

Lockton Calculated Savings
 Year 1 34,967
 Year 2 41,911
 Year 3 45,518
 122,396

Annualized 1.27%

RESOLUTION APPROPRIATING \$8,000,000 FOR CORRECTIVE ACTION TO BE TAKEN ON THE TOWN'S FLOOD CONTROL SYSTEM AND AUTHORIZING THE ISSUANCE OF \$8,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$8,000,000 is appropriated by the Town of East Hartford, Connecticut (the "Town") for corrective action to be taken on the Town's flood control system, including, but not limited to, bringing the system into conformity with federally mandated standards imposed on the Town by the U.S. Army Corps of Engineers, and for administrative, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$8,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, legal and financing costs of issuing said bonds. The bonds shall be in the denomination of \$1,000 or any whole multiple thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, the Treasurer and the Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, the Treasurer and the Director of Finance.

Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at

a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes or other obligations ("Tax Exempt Obligations") authorized to be issued by the Town. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax Exempt Obligations.

Section 6. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 7. The Mayor, the Treasurer and the Director of Finance are hereby, authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid of any Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2016 appropriating \$8,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2016.


MARCIA A. LECLERC, Mayor

Witness

Witness



MEMORANDUM

TO: Marcia A. Leclerc, Mayor
FROM: Tim Bockus, Director of Public Works 
DATE: June 28, 2016
RE: Referral to Council
2016 Bond Initiative for the
Flood Protection System Rehabilitation Project

Attached is information for the Town Council which describes the next phase of the Flood Protection System Rehabilitation Project.

The 2016 Flood Protection System Rehabilitation Project funding request is the third bond initiative for the project. Since 2008, the Town has successfully completed a number of corrective actions and repairs to the Flood Protection System which were necessary to maintain FEMA accreditation. The next phase of the project will continue to address structural deficiencies necessary to ensure that the System meets the United States Army Corps of Engineer requirements associated with seepage and stability.

TO: Tim Bockus, Public Works Director

FROM: Nick Casparino, Civil Engineer *NSC*

DATE: June 23, 2016

RE: Report on the Flood Protection System Rehabilitation Project-
Status Update, Programming, and Recommendations

The Public Works Department continues to work on addressing all of the known structural deficiencies which could result in failure of and/or challenges to the operation of the Flood Protection System (System). The United States Army Corps of Engineers (USACE) estimates that the System protects approximately 756 structures with an estimated value of \$859,800,000 and an estimated population ranging from 6,410 (daytime) to 2,177 (night). Failure or overtopping of the System could result in loss of life and the economic losses estimated at \$364,200,000 with areas of inundation over 20 feet deep.

Various engineering analyses and studies of the System have been completed as part of the rehabilitation of the System. The studies identified a number of System elements which need to be addressed. The Town has been working with the USACE and the Connecticut Department of Energy and Environmental Protection (CT DEEP) to make the necessary improvements to ensure the System provides the intended level of protection based on current engineering standards.

Structural Deficiencies

The System is comprised of various elements and the strength of the overall System is dependant on its weakest link. Seepage and stability of the various System elements are the greatest concerns. Significant improvements have been made to the System since the commencement of the rehabilitation project. Rehabilitation efforts have been prioritized to address structural deficiencies which could adversely affect the integrity of the System and result in catastrophic failure. Operational elements and other elements which are obsolete and/or well past their operating life but are currently functioning have received lower priority but will also need to be addressed in the future.

At present, the known outstanding structural deficiencies include the impacted toe/collector drain system, seepage paths at the closure structures, and the damaged Meadow Hill Pump Station box culvert. The questions which were raised about the impacts of the metal-crib retaining wall located behind Fire House #1 (constructed as part of the Interstate Highway System) have been adequately addressed with the USACE and the presence of the retaining wall does not adversely affect the System. The Town's approach and priorities to improve the System has been discussed with the USACE and has received their support.

The USACE current rating of the System is "minimally acceptable" and is on the USACE's list of systems which are considered "active". Public Works goals are to

maintain USACE “active status”, FEMA accreditation and ensure that all elements of the System meet current engineering standards for the original design flood event.

Proposed Programming Based on Current Available Funding

The following is a projection of the work which is currently programmed.

1. Toe Drain Replacement Project - Phase 1
 - a. Design efforts are under contract and the 90% design submission has been made. The project delay as well as the possible need to redesign the project based on the actual property rights that the Town is able to secure may impact the current scope of work requiring a potential supplemental agreement. (see below)
 - b. Design efforts are currently on hold due to the need to acquire real estate for the project (see below).
 - c. Funding for the construction and the contract administration/inspection of Phase 1 have been programmed based on the current engineer’s estimate but is subject to change based on modifications resulting from the real estate acquisition phase.
2. Toe Drain Replacement Project - Phase 2
 - a. Design efforts are under contract and the 90% design plans are under development.
 - b. The funding for construction and construction administration/inspection of Phase 2 is not currently available.
3. Closure Structure Repair Project
 - a. The project has been delayed because of the Metropolitan District’s (MDC) involvement. All levee penetrations are required to be evaluated every 5 years. MDC has completed a preliminary evaluation of the condition of the two 20” water mains which run underneath the Main Street closure structure. The abandonment of the 4” water main which runs through the Main Street closure structure and the installation of an isolation valve on each of the 20” water mains are scheduled to be completed by the MDC in 2016. Isolation valves will allow MDC to shut down the water mains under the closure structure in the event of a problem. The Town has deferred our project to avoid MDC’s disturbance of the Town’s improvements.
 - b. The design of the project is under contract but is currently on hold. The Town may encounter additional costs from our Consultant as the project schedule has been delayed for a number of years due the public utility coordination effort.
 - c. Funding for the construction and the contract administration / inspection of Closure Structure Repair Project is not currently available.
4. Real Estate Acquisition & Right of Way (ROW) Development
 - a. Over the past 70 years, the Town has sold portions of or modified the original System right of way. During the design of the Toe Drain Replacement Project – Phase 1 it became apparent that some of the modifications have adversely affected the System and our ability to maintain the System. In one case, a portion of the levee embankment is no

longer owned by the Town. In order to construct the first phase of the Toe Drain Replacement Project, the Town must acquire property rights. Additional real estate transactions will likely be required for the second phase of the Toe Drain Replacement Project and to meet the USACE's requirements for the system right of way.

- b. No records were found that the USACE approved any of the modifications to the System ROW. The Town continues to work with the USACE to establish modified ROW limits that are agreeable to both parties.
 - c. Phase 1 of the real estate acquisition process is under way. Additional funding will likely be required to complete the property acquisition process. The additional funds for the expanded property acquisition activities are currently not available.
5. Meadow Hill Pump Station Outfall Repair
- a. One of the water stops on the existing concrete box culvert has failed allowing seepage through the joint between two of the box culvert sections. Evidence of the defect is noticeable at the ground surface during high water events. Water seeps out of the ground adjacent to the pump station and flows toward the storage pond.
 - b. An evaluation of the box culvert was completed, including a visual inspection of the interior of the culvert. The defective elements include a damaged water stop, the lack of protective coatings on all of the existing water stops and deterioration of various metal components at the riverside outfall. The damaged water stop should be repaired as soon as practicable to prevent further damage to the structure. Protective coatings need to be installed on all of the water stops so that they are protected and additional water stops are not damaged. The nonfunctioning river outfall sluice gate and deteriorating metal components must be replaced.
 - c. Design efforts are under contract and the final design plans are currently being developed.
 - d. Funding for the construction and the contract administration/inspection of the Outfall Repair Project is currently programmed. Due to the severity of the defect, repairs of the box culvert have been accelerated and the funding for the Closure Structure Repair Project has been reprogrammed to address this deficiency. Construction activities are currently scheduled for 2017.

Impacts of not continuing the Rehabilitation Project

The existing work which is currently being evaluated or designed with the exception of the possible scope changes noted above has been funded and will be completed. The Meadow Hill Storage Pond Dredging Project has been delayed at the Town's direction due to the lack of funding. The Town has already obtained various Federal, State and Local permits for the overall Rehabilitation Project and we have been successful in receiving permit extensions on some of the existing permits based on the Town's commitment to continue the project. The Town will continue to work the CT DEEP and USACE in an attempt to keep our existing permits from expiring. Due to extended time period resulting from third party coordination efforts and / or the need for property right

acquisition, we might be unsuccessful in receiving additional time extensions for the permits. The current funding is anticipated to be exhausted in 2017 and as noted above, is insufficient to address all of the known structural deficiencies. The rehabilitation project will become inactive if additional funding is not secured by the end of year 2017.

If the project were to become inactive, additional Town funds above the current estimated costs will be required to resume the project. The designs that are currently being developed will be set aside until funding becomes available. Any changes in engineering design standards, CT DEEP dam safety program requirements, the USACE's levee safety program requirements as well as the regulatory and permitting process will require the appropriate redesign of and development of new permit applications for the various projects. We can not assume that the designs completed with the current funding will be able to be constructed in the future without additional design efforts or costs, if the project were to be resumed at a later date. Securing the necessary permits for the various construction projects requires a significant effort and cost.

Impacts of not completing Operational Improvements

The issue of the age of various components of the System such as storm water pump stations has not been addressed. The three pump stations are over 70 years old and numerous elements in the pump stations including the electrical system, pumps, etc. are original equipment. The components of the electrical system are currently functioning but are well past their anticipated operating life. In some cases, we cannot secure replacement parts for various elements in the pump station due to the age of the equipment. The Town should develop a long term capital improvement project to update the pump stations. Please note that the failure of the electrical systems represents a potential worker safety issue which must be addressed. We should also be prepared to implement an alternate pumping plan in the event of failure of the pump stations.

Operational Budget

The responsibility for a number of the monitoring activities has been transferred to Highway Services and is being funded out of their operational budget. Annual monitoring, maintenance and operational tasks that are required include but are not limited to the following:

1. Piezometer monitoring – twice annually
2. Floodwall monitoring – twice annually
3. Megger testing at the three Pump Stations - annually
4. Crane Inspections – annually with a more intensive inspection required every 5 years
5. Safety Compliance – annually (under development)
6. Training Program – annually (under development)
7. Vegetation control program – continuous basis (spraying – twice annually)
8. Animal burrow repairs – continuous basis
9. General maintenance operations
10. CCTV inspection of the Toe / Collector Drain System - every 5 years
11. CCTV inspection / evaluation of all levee penetrations – every 5 years

The operational efforts associated with the Highway Services' periodic efforts (every fifth year) are significantly more expensive than the typical annual costs. The next periodic evaluation will occur in 2017. The Engineering Division proposes that the 2017 evaluation of the Meadow Hill Box Culvert (levee penetration) be conducted as part of the Meadow Hill Culvert Repair Project in order to take advantages of the control of water within the culvert established as part of the project resulting in cost savings to the Town. The CCTV inspection of the other two levee penetrations at the smaller pump stations and the increased testing efforts associated with the crane will need to be covered by Highway Services' operational budget. The Engineering Division has informed the USACE that the Town will not be completing a CCTV inspection of the collector / toe drain system in 2017 as the Town is designing the replacement of the impacted / failing systems. The elimination of the CCTV inspection of the collector / toe drain systems will result in a cost savings in 2017 but Public Works should plan to incur this cost of this effort in 2022.

USACE Policy Changes

The USACE has implemented an interim policy concerning the continuing eligibility inspections in order for the Systems to maintain active status. The USACE has informed the Town that they are in the process of developing new regulations concerning levee penetrations, continued eligibility requirements for PL 84-99 and their levee inspection procedures. The Town was invited to take part in a "mock" inspection of the Town's System utilizing the draft inspection protocol. The Engineering Division submitted written comments and recommendations concerning the draft inspection protocols to the USACE based on the observations of the "mock" inspection. The Town's operational and maintenance activities will most likely need to be updated upon the release of the USACE's new requirements.

USACE System Inspections

Later this year, the USACE is scheduled to conduct a periodic inspection of the System. A periodic inspection is a comprehensive multiday inspection of the System and its elements. The last periodic inspection was conducted by the USACE in 2010. The Town has made significant improvements and has addressed many of the deficiencies noted in the USACE's 2010 inspection report. This fact is clearly evident in the various USACE routine / annual inspection reports completed since the 2010 periodic inspection report.

CT DEEP Dam Safety Program

In October 2015, the Town submitted an application to register the flood protection system with the CT DEEP as required by the State. The CT DEEP has classified the System as a Class "C" dam. [A Class C dam is a high hazard potential dam which, if it were to fail, would result in any of the following: probable loss of life; major damage to habitable structures, residences, including, but not limited to, industrial or commercial buildings, hospitals, convalescent homes, or schools; damage to major utility facilities, including public water supply, sewage treatment plants, fuel storage facilities, power plants, or electrical substations causing widespread interruption of these services; damage to arterial roadways; or great economic loss.] The State's dam safety regulations have resulted in an increased number of requirements and duties related to the operation and

maintenance of the System. Public Works is in the process of modifying our maintenance and operations activities associated with the System to ensure we are in compliance with the State's regulations. The Engineering Division has worked with the CT DEEP and the USACE in an attempt to ensure that the State's and the Federal's oversight and requirements are coordinated in order to limit the duplication of effort on the Town's part. The Town's efforts on this were successful to a point. The CT DEEP agreed to utilize the USACE annual/periodic inspection program and reporting instead of having a separate inspection every two years. The CT DEEP did not agree with the Town that flood protection systems with Federal oversight should be treated differently than a traditional dam and as such are still subject to various State requirements including: dam safety permits, development of an emergency action plan, inundation mapping, etc. Public Works will be modifying the list of remaining tasks associated with the rehabilitation project to bring the operation and maintenance of the System into compliance with the State's requirements. Elements of this effort are included in the proposed funding request.

Engineering Division Recommendations

1. Additional funding should be obtained to complete the Project. At a minimum, funding to correct all of the known structural deficiencies should be secured to take advantage of the repairs and the design work that have been completed and paid for by the Town. The System has been improved but failure of one component with a structural deficiency could result in a catastrophic failure of the System. The proposed recommended 2016 bond amount only addresses the known structural deficiencies and does not address the age of the pump stations or make operational improvements to the System. The goal of this phase of the project is to ensure that the System and all of its elements will hold back the floodwaters of the Connecticut River and Hockanum River during a 500 year (0.2 annual-percent chance) flood event. The Town still must be prepared to address failure of pump station equipment which could result in flooding within the System. The interior flooding of the System under this scenario would not be catastrophic and could be handled with by-pass pumping operations.
2. The Town should develop a long term capital improvement program to address the operational and maintenance deficiencies which are not included in the next phase of the rehabilitation project.
3. Public Works must continue to modify their operational and maintenance activities associated with the System as the rehabilitation project continues.
4. Emergency Management should review our current plan to deal with flood events and work on increasing community awareness surrounding the flood protection system.

6/9/2016

Flood Protection System Rehabilitation Project Status Summary Update

Work completed

1. Vegetation clearing activities along the entire length of the System. Development and implementation of comprehensive vegetation control program. Vegetation control program responsibility has been transferred to Highway Services
2. Repairs to rip rap riverside surface of the levee.
3. Animal burrow repairs & animal control activities along the entire length of the System. Development and implementation of comprehensive animal control and animal burrow repair program. Management of animal control and burrow repair operations have been transferred to Highway Services.
4. Steel sheeting cutoff walls for seepage control have been installed in the vicinity of Greene Terrace and the Meadow Hill Pump Station.
5. Soil Bentonite cutoff wall for seepage control was installed from the west end of the Greene Terrace steel sheeting cutoff wall to the vicinity of the railroad.
6. Replacement of the failing timber bulkhead along the bank of the Connecticut River with a steel bulkhead.
7. Various repairs to the floodwalls and closure structures including the elimination of the steel frame associated with the former steel door in the Riverpoint floodwall.
8. Abandonment of various utilities under and through the Riverpoint floodwall.
9. Installation of access roads on both sides of the levee along the northern segment of levee.
10. Installation of various gates to restrict vehicular access to the system.
11. Replacement of concrete retaining wall at the corner of Jencks and Nelson Streets.
12. Installation of a filter diaphragm on the MDC force main in the vicinity of Greene Terrace for seepage control.
13. Installation of a water elevation monitoring system for the Meadow Hill storage pond.
14. Pump Station Repairs
 - a. Roof replacement
 - b. Masonry and foundation repairs
 - c. Electrical service repair
 - d. Renovation of the electric pump
 - e. Trash rack replacement
 - f. Piping, bolt replacement, base plate, anchor bolt replacement, painting, etc.
 - g. Check valve replacement for pump #2 located in the Meadow Hill pump station
 - h. Fuel system modifications for various engines
15. Operational Activities
 - a. Development and implementation of a flood wall monitoring program. Responsibility for the monitoring activities has been transferred to Highway Services.

- b. Installation of piezometers and data loggers at various points along the System to monitor groundwater elevations. Responsibility for the groundwater monitoring activities has been transferred to Highway Services.
- c. Development and implementation of a megger testing program for the pump station electrical systems. Responsibility for the megger testing program has been transferred to Highway Services
- d. Crane evaluation and testing including load testing. Responsibility for the crane testing and certification have been transferred to Highway Services
- e. Development of elements of the required training exercises including annual trial erections of the two stop log structures.

Completed Engineering Studies

- 1. FEMA Accreditation – geotechnical investigations and study including seepage & stability analysis was successfully completed. All of the system wide structural deficiencies associated with 100 year flood event have been addressed.
- 2. Updating of the original Operation and Maintenance Manual.
- 3. Evaluations of the Town owned levee penetration – Meadow Hill, Pitkin St. and Cherry St. pump stations
- 4. Evaluation of the metal retaining located to the rear of Firehouse #1
- 5. Reciprocating Internal Combustion Engines (RICE) requirements for air quality associated with the three storm water pump stations.

Work elements under development

- 1. Development of the required annual safety compliance audit program
- 2. Development of the next phase of a comprehensive Training Program which will include flood fighting techniques.
- 3. Design of the Closure Structure Repair Project – Main Street & Railroad Stop Log Structures
- 4. Design of the Toe Drain Replacement Project – Phase 1
- 5. Design of the Toe Drain Replacement Project – Phase 2
- 6. Property Right Acquisition
- 7. Development of mapping for the Levee Right of Way
- 8. Design of the Meadow Hill Box Culvert Repair Project
- 9. CT DEEP Dam Safety Registration - Town was required to register the Town’s flood protection system as a Class C (high hazard) dam.
 - a. Developing the necessary revisions of the Town’s Emergency Operation Plan to incorporate CT DEEP’s dam safety emergency action plan requirements
 - b. Development of inundation mapping required by the CT DEEP’s dam safety emergency action plan requirements.
- 10. Third Party Levee Penetrations -- The Town continues to work with MDC, CNG, Level3 Communications, Frontier Communications, Eversource Energy, Buckeye Pipeline. The task includes the following:
 - a. Development of the required third party inspection protocols, periodic inspections and required reporting.

- b. Development of operational and maintenance protocols for the third party firms. The third party Operation and Maintenance plans will be added to the Town's Operation & Maintenance Plan for the System once they are completed and receive USACE approval.

Work elements currently not under development

1. Seepage & stability study for the area located between Interstate 84 and the railroad. The piezometer monitoring program has identified a potential seepage issue which needs further study.
2. The analysis of all encroachments to the System as well as the development of the Town's policy and plan to address the encroachments.
3. Dredging of the Meadow Hill storage pond (on-hold due to the lack of funding). Our recommendation is to seek a modification from the USACE concerning the grading of the storage pond. The proposed modification would result in additional storage over existing conditions but would not remove the sediment below the normal low river elevations resulting in a cost savings to the Town.
4. Dredging and definition of the interior drainage swale (a significant amount of this work is located on State property)
5. Repair / replacement of the damaged timber groins along the banks of the Connecticut River. (no current riverbank erosion has been observed)
6. Replacement of the Cherry Street outfall rock gutter located within the Connecticut River. (no issues with scour have been observed)
7. Pump Station Rehabilitation / Replacement – reconstruction of the three storm water pump stations and replacement of obsolete equipment including the outdated electrical system.
8. Reciprocating Internal Combustion Engines (RICE) requirements for air quality – The various engines in the Meadow Hill Pump Station appear to be subject to State general permit concerning air quality. An initial study of the three storm water pump stations has been completed and Public Works will be moving forward with ensuring compliance with the State's requirements.

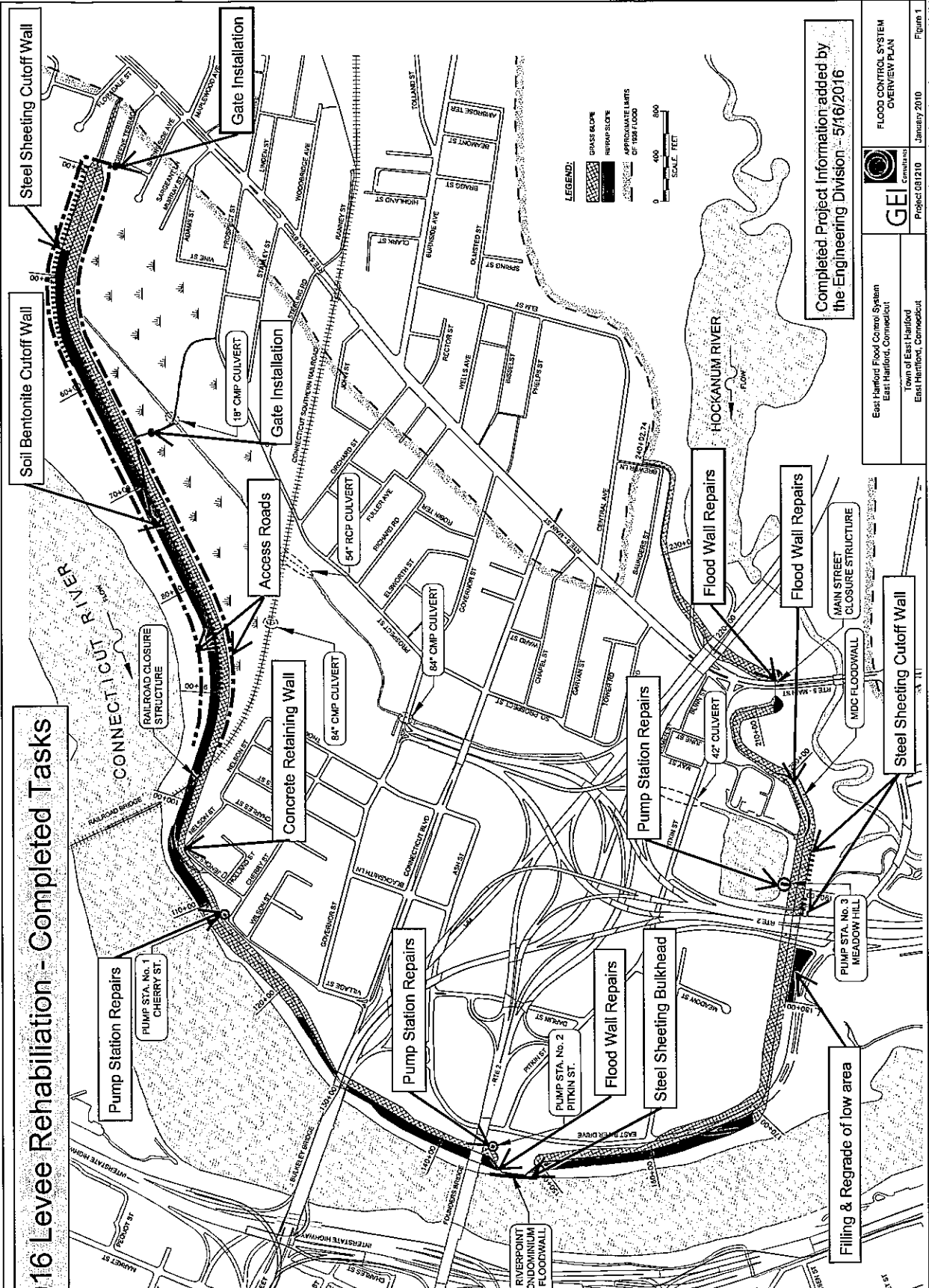
Proposed Scope of Work associated with the next phase of the project based on the proposed \$8 million funding.

The proposed \$8 million funding along with the limited existing funding will be utilized to complete the following tasks associated with the Rehabilitation of the Flood Protection System.

1. Meadow Hill Box Culvert Repair
2. Toe Drain Replacement Project – Phase 1
3. Toe Drain Replacement Project – Phase 2
4. Concrete Crib Wall Replacement
5. Closure Structure Repair Project
6. Property Acquisition Activities – Phase 2
7. CT DEEP Rice Registration, protocols and reporting

8. CT DEEP Dam Safety Requirements – Emergency Action Plan & Inundation Mapping Development
9. Seepage & Stability Analysis – Interstate 84 to the Railroad closure structure
10. USACE & CT DEEP – Levee Safety and Regulatory Permitting and time extension requests

2016 Levee Rehabilitation - Completed Tasks



Completed Project Information added by
the Engineering Division - 5/16/2016

East Hartford Flood Control System
East Hartford, Connecticut
Town of East Hartford
East Hartford, Connecticut

GEI CONSULTANTS

Project: 081210
January 2010
Figure 1

- Completed Efforts**
- System wide Improvements**
1. Vegetation Removal / Control
 2. Animal Control / Burrow Repair
 3. Flood wall Repairs
 4. Rip Rap repairs
 5. Installation of Gates
- Construction Activities**
1. Steel Sheeting Cutoff Walls
 2. Soil Bentonite Cutoff Walls
 3. Timber Bulkhead Replacement
 4. Flood wall Repairs
 5. Retaining Wall Replacement
 6. Access Road Construction
 7. Pump Station Repairs
 8. Sanitary Sewer Filter Diaphragm
- Operational Improvements**
1. Meadow Hill storage pond - water elevation monitoring system
 2. Piezometer Monitoring - ground water elevation monitoring
 3. Megger testing - Pump Station electrical systems
- Engineering Studies**
1. FEMA Accreditation - level of protection = 100 year flood event
 2. Updated the Operation & Maintenance Manual
 3. Level Elevation - Inspection
 4. COMDOT Metal Retaining Wall Evaluation
 5. RICE - air quality registration applicability

RESOLUTION APPROPRIATING \$15,000,000 FOR THE PLANNING, DESIGN, CONSTRUCTION AND RECONSTRUCTION OF TOWN ROADS AND PARKING LOTS AND AUTHORIZING THE ISSUANCE OF \$15,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$15,000,000 is appropriated by the Town of East Hartford, Connecticut (the "Town") for the planning, design, construction and reconstruction of Town roads and parking lots, including rebuilding, resurfacing, drainage, conduits, and related subsurface and infrastructure improvements, and for administrative, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$15,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and the Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, legal and financing costs of issuing said bonds. The bonds shall be in the denominations of \$1,000, or any whole multiple in excess thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, the Treasurer and the Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, the Treasurer and the Director of Finance.

Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and

each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes or other obligations ("Tax Exempt Obligations") authorized to be issued by the Town. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax Exempt Obligations.

Section 6. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 7. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid of any Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2016 appropriating \$15,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2016.

MARCIA A. LECLERC, Mayor

Witness

Witness



MEMORANDUM

DATE: May 11, 2016
TO: Marcia A. Leclerc, Mayor
FROM: Tim Bockus, Director of Public Works *TJB*
RE: Referral to Council
2016 Bond Initiative for the
Road Improvement Program

Attached is information for the Town Council describing the construction proposed during the next phase of the Road Improvement Program.

The 2016 Road Improvement funding request is the seventh bond initiative for the program that began in 2003. As a result of this investment, approximately 39% of our local 150 mile roadway network will have been resurfaced and nearly 140 miles of roadway will have also received additional minor maintenance in the form of patching and crack sealing. This current proposal will continue the much needed work of the previous phases of the program with additional emphasis on resurfacing residential roadways.

TO: Timothy Bockus, Director of Public Works

FROM: Nick Casparino, Civil Engineer *NJC*

DATE: April 11, 2016

RE: Road Improvement Program Summary (2004 – 2016)

The Town commenced a road improvement program in 2003 to address the overall condition of the Town's roadway network. The condition of the Town's roadways had been adversely affected by the lack of funding and deferred maintenance during the 1990's and early 2000's. An initial pavement study of the roadway network was completed in 2002 to determine the condition the Town's roadway network. Vanasse Hangen Brustlin, Inc. (VHB) was retained to complete a pavement condition survey of all of the Town maintained roadways, develop appropriate repair strategies and conceptual cost estimates associated with the needed repairs. The resulting pavement management study indicated that overall the Town's roadway network was in fair condition. VHB's report also indicated that a significant portion of the network was in the process of transitioning from an overlay category to a base rehabilitation category which results in much higher repair costs.

In response to the pavement management study, a multi-year road improvement program was proposed to begin the process of correcting the pavement deficiencies. To date, the program has been funded by bond referendums approved by the voters in:

| Bond # | Amount | Construction Period | Referendum | Status |
|--------|---------------|---------------------|------------|--------|
| 1 | \$15 million | 2004 – 2006 | 2003 | |
| 2 | \$9.5 million | 2007 – 2008 | 2006 | |
| 3 | \$10 million | 2009 – 2010 | 2008 | |
| 4 | \$10 million | 2011 – 2012 | 2010 | |
| 5 | \$10 million | 2013 – 2014 | 2012 | |
| 6 | \$15 million | 2015 – 2016 | 2014 | Active |

The amount of funding has not been sufficient to address all of the network's deficiencies and should be considered the next phase in a long-term program.

The pavement management study and subsequent condition updates were utilized as a starting point to determine which pavements segments should receive attention to obtain the best value for the limited funding. A decision was made to first repair the collector / arterial roadways as these roadways are utilized by the majority of the community. The improvements to collector / arterial roadways assist the local businesses as well as the residents by improving access throughout Town as well as the connections to the state highway / interstate system. The local residential streets received a lower priority under the first phases of the program as the benefit to the overall community is lower. A larger percentage of future programs will target residential streets. Unfortunately, any road which has not received attention due to the lack of funding has experienced further

deterioration and will fall into more expensive repair categories when the repairs are ultimately funded.

The tools utilized to develop candidate streets and the type of repair are for network level planning and should not be considered to have project level accuracy. As the phases of the program are funded, each of the identified roadways is evaluated and the initial recommended repair type is modified as required to address the actual roadway conditions. The estimated costs developed in the pavement management study are based on a set of assumptions and only include the cost of the pavement repairs. The study does not take into account many items located within the Town's right of ways, which impact the overall cost of the improvement program including the presence of storm drainage facilities, public utilities, traffic signal equipment, sidewalks, bridges, railroad crossings, etc. which have an impact on the final project cost.

Estimates of the additional level of work are made and added to the conceptual cost estimate developed by the pavement management software to insure funding is available for a comprehensive repair. Any identified damage to the storm sewer system located within the limits of the road is repaired prior to the paving work, but no funding is available to improve storm drainage capacity. Please note that estimates utilized in the development of the next phase of Road Improvement program are based on planning level analyses and they may, or may not, be sufficient to complete the entire phase of the program, once the project level evaluation / design is completed.

Another important component of the program is the local match associated with State and Federal funding grants for road improvements. The Town has secured funding through the Capitol Region Council of Government (CRCOG) and the Department of Transportation for the reconstruction of Governor Street (Prospect Street to Main Street), Brewer Street (Main Street to Jefferson Lane), the milling and paving of Roberts Street (Olde Roberts Street to Forbes Street) as well as Economic Stimulus funds (ARRA project) for School Street and portions of Main Street. Riverside Drive was funded by the combination of funds from the Federal Government (FHWA/EDA), Goodwin College and Town's road improvement program.

By the end of current funding in December 2016, approximately 39 percent of the Town's roadway network will be resurfaced as part of the program if the Federal, State and other funded projects are included. A majority of the roadway network has not any received attention or has only received minor maintenance necessary to extend the pavement service life. All of the roadways that have been resurfaced as part of the Town's road program will require future maintenance as they age. Minor maintenance activities at appropriate times during the pavement's life cycle will extend the pavement's service life. The funding of preventive maintenance activities is very important as the service life of the various pavements can be extended for limited funding. Minor maintenance activities will become a larger segment of the program as more structural improvements are completed.

All future bond amounts should be adjusted to offset the impacts of inflation. In future phases of the program, higher repair costs will be encountered as the program addresses the base rehabilitation candidates in the network.

A summary, project narrative and Town mapping of the Road Improvement Program are attached for informational purposes.

Referendum narrative 032116

4/19/2016

2016 East Hartford Road Improvement Referendum (2017 & 2018 Construction)

Reclaim Candidates

| Street Name | From | To | Length | Classification | PCI |
|-----------------|--------------------|--------------------|--------|---------------------------|-----|
| ADAMS ST | VINE ST | MURRAY ST | 837 | Residential - Thru Street | 54 |
| CLAREMONT ST | MAPLEWOOD AV | PARK AV | 470 | Residential - Thru Street | 52 |
| DEERFIELD AVE | PARK AVE | MICHAEL AVE | 857 | Residential - Thru Street | 49 |
| DEERFIELD CT | DEERFIELD AVE | CUL DE SAC | 450 | Residential - Dead End | 68 |
| EDWARD ST | PROSPECT ST | STANLEY ST | 333 | Residential - Thru Street | 76 |
| FRANKLIN ST | PARK AVE | DEAD END | 460 | Residential - Dead End | 47 |
| GREENE TER | MAIN ST | ROSE ST | 737 | Residential - Thru Street | 55 |
| LINDEN ST | WEBSTER ST | MAIN ST | 726 | Residential - Thru Street | 40 |
| MAPLEWOOD AVE | MAIN ST | OAKLAND AVE | 1,019 | Residential - Thru Street | 48 |
| MCKEE ST | MAIN ST | DEAD END | 2,000 | Residential - Dead End | 53 |
| MURRAY ST | MAIN ST | DEAD END | 876 | Residential - Dead End | 68 |
| OAKLAND AVE | MAPLEWOOD AV | DEAD END | 443 | Residential - Dead End | 53 |
| OAKLAND AVE | PARK AV | MAPLEWOOD AV | 477 | Residential - Dead End | 72 |
| REMINGTON RD | 665' N OF MCKEE ST | MAIN ST | 355 | Residential - Thru Street | 53 |
| REMINGTON RD | MCKEE ST | 665' N OF MCKEE ST | 665 | Residential - Thru Street | 55 |
| ROSE ST | GREENE TER | SPRINGSIDE AVE | 276 | Residential - Thru Street | 58 |
| SPRINGSIDE AVE | MAIN ST | CUL DE SAC | 870 | Residential - Dead End | 54 |
| STANLEY ST | PROSPECT ST | MAIN ST | 1,565 | Residential - Thru Street | 46 |
| STERLING RD | PROSPECT ST | MAIN ST | 1,718 | Residential - Thru Street | 58 |
| VINE ST | ADAMS ST | PROSPECT ST | 442 | Residential - Thru Street | 54 |
| WEBSTER ST | WOODBIDGE AVE | PARK AVE | 526 | Residential - Thru Street | 45 |
| WOODBIDGE AVE | MAIN ST | DEAD END | 1,206 | Residential - Dead End | 43 |
| BIRDIE LN | GREAT HILL RD | FAIRWAY CT | 190 | Residential - Thru Street | 76 |
| BUNKER LN | CHIPPER DR | DRIVER RD | 520 | Residential - Thru Street | 36 |
| CHIPPER DR | SCOTLAND RD | DRIVER RD | 2,340 | Residential - Thru Street | 52 |
| DRIVER RD | CUL DE SAC | CUL DE SAC | 702 | Residential - Dead End | 56 |
| FAIRWAY CT | BUNKER LN | CUL DE SAC | 530 | Residential - Dead End | 40 |
| FORBES ST | SCOTLAND RD | Bridge | 1,700 | Residential - Thru Street | 44 |
| HUDSON ST | FORBES ST | SCOTLAND ST | 775 | Residential - Thru Street | 52 |
| MARTIN CIR | WARREN DR | CUL DE SAC LOOP | 410 | Residential - Dead End | 67 |
| MORRIS CT | FORBES ST | CUL DE SAC | 460 | Residential - Dead End | 52 |
| OLDE ROBERTS ST | ROBERTS ST | FORBES ST | 1,470 | Residential - Thru Street | 40 |
| OLIVA CT | HUDSON ST | CUL DE SAC | 365 | Residential - Dead End | 56 |
| PRIMROSE DR | SILVER LN | SHADY LN | 985 | Residential - Thru Street | 34 |
| SHADY LN | SILVER LN | CUL DE SAC | 970 | Residential - Dead End | 37 |
| FOREST ST | FORBES ST | BREWSTER ST | 3,338 | Major/Minor Collector | 77 |

| | | | | | |
|-----------|-----------|-----------|--------|-----------------------|-----------|
| FOREST ST | BREWER ST | GRANDE RD | 3,257 | Major/Minor Collector | 78 |
| FOREST ST | GRANDE RD | TOWNLIN | 2,168 | Major/Minor Collector | 81 |
| | | | 37,488 | | 7.1 miles |

Mill & Pave Candidates

| Street Name | From | To | Length | Classification | PCI |
|-------------|-------------------|---------------------|--------|---------------------------|-----------|
| JAYCE ST | PITKIN ST | EAST RIVER DR EXT | 1,588 | Residential - Thru Street | 53 |
| PARK AVE | MICHAEL AV | 249' W OF SCHOOL ST | 1,208 | Major/Minor Collector | 62 |
| PARK AVE | FRANKLIN ST | COLUMBUS ST | 1,474 | Major/Minor Collector | 64 |
| PARK AVE | COLUMBUS ST | MICHAEL AV | 1,282 | Major/Minor Collector | 64 |
| PARK AVE | 468' E OF MAIN ST | OAKLAND AV | 1,000 | Major/Minor Collector | 65 |
| PARK AVE | OAKLAND AV | FRANKLIN ST | 1,063 | Major/Minor Collector | 72 |
| PARK AVE | MAIN ST | 468' E OF MAIN ST | 468 | Major/Minor Collector | 87 |
| | | | 8,083 | | 1.5 miles |

Total Program Length

8.6 miles

Local Bonds - Approved by voters in 2003, 2006, 2008, 2010, 2012 & 2014.

Total Funding¹

| | |
|----------------------------------|------------------------------|
| Local Bonds – | = \$ 69,942,694 |
| CDBG Funds - | = \$ 14,477 ² |
| Federal / State / Other Funding- | = \$ 11,684,000 ³ |
| Total Funding | = \$ 81,641,171 |

Program - Summary of Construction Activities Scheduled to be completed by end of 2016

| | | |
|--|------------------|--------------------------|
| 1. Minor Road Maintenance | | 139.3 miles ⁴ |
| a) Crack sealing | 122.6 miles | |
| b) Patching | 16.7 miles | |
| <hr/> | | |
| 2. Roadway Rehabilitation / Resurfacing | | 55.8 miles |
| 3. Federal / State Road Improvements | | |
| a) STP Urban Projects | | |
| 1) Road Reconstruction | 0.3 miles | |
| 2) Roadway Rehabilitation | 0.4 miles | |
| b) <u>Economic Stimulus Project (ARRA)</u> | <u>1.7 miles</u> | |
| Roadway Rehabilitation to be complete by the end of 2016 = 58.2 miles ⁵ | | |
| <hr/> | | |
| 4. Various Storm Drainage Improvements – see detailed list of projects | | |

Road Work / Construction Completed by the end of 2016

| | |
|---|----------------------------|
| Minor Maintenance – Crack seal projects | - 2004 = 14.7 miles |
| | - 2007 = 9.8 miles |
| | - 2008 = 14.7 miles |
| | - 2010 = 15.0 miles |
| | - 2011 = 5.5 miles |
| | - 2012 = 23.8 miles |
| | - <u>2015 = 22.4 miles</u> |
| | Total = +/- 122.6 miles |
| Patch projects | - 2006 = 9.5 miles |
| | - <u>2008 = 7.2 miles</u> |
| | Total = +/- 16.7 miles |

¹ Local bond funds have been utilized as a local match to secure Federal and State grants for roadway rehabilitation projects including Economic Stimulus funds (ARRA).

² Funding for the Rector Streetscape Improvements

³ List of the Federal / State grants and approved projects are shown in Table #1.

⁴ The mileage identified for the crack seal and patch projects overlap. The actual roadway mileage receiving treatment would be less than sum of the two programs.

⁵ The value does not include minor maintenance work or the pending Federal / State grants for repairs.

Roadway Rehabilitation / Resurfacing – 14 Pavement Rehabilitation projects

| | | |
|------|---|---|
| 2004 | = | 4.0 miles (Empire Paving) |
| 2005 | = | 14.5 miles (Tilcon Connecticut – 2 projects) |
| 2006 | = | 4.0 miles (Tilcon Connecticut) |
| 2007 | = | 2.0 miles (American Industries) |
| 2008 | = | 5.4 miles (Folsom Construction) |
| 2009 | = | 2.6 miles (Laydon Industries) |
| 2010 | = | 3.0 miles (Tilcon Connecticut) |
| 2011 | = | 5.2 miles (Empire Paving) |
| 2012 | = | 1.0 mile (Hugo Keys) |
| 2013 | = | 3.7 miles (Tilcon Connecticut) |
| 2014 | = | 2.8 miles (Tilcon Connecticut) |
| 2015 | = | 4.5 miles (Tilcon Connecticut – still active) |
| 2016 | = | 3.1 miles (to be determined) |

Total Local Pavement Rehabilitation = 55.8 miles (37% of the network over the life of the program)

Overall Pavement Rehabilitation⁶ = 58.2 miles (39% of the network over the life of the program)

Drainage Improvement Work – The 2008, 2010 and the 2014 bond proposals included funding for various drainage improvements or its design. Miscellaneous storm drainage system point repairs and minor work were completed on the roadways which all rehabilitated as part of all of the bond proposals.

The following work was funded by the 2008, 2010 and 2014 bonds.

1. Burnside Avenue Outfall Repair – The design, right of way acquisition and construction of the repair were funded. Construction was completed in 2011.
2. Maple Street Culvert Replacement – The design and the construction costs for the replacement of the existing culvert have been funded. Construction was completed in 2013.
3. Main Street & Porter Street Culvert – The work involved removing sediment and debris from the culverts. Work on the Main Street culvert was completed in 2011 and the Porter Street culvert was completed in 2012.
4. Arbutus Street Outfall Repairs – The project is still in the design phase.
5. Orchard Street Drainage Replacement – The drainage system was installed in 2012 as part of the 2012 Road Improvement Project and is complete.
6. Howard and John Street Drainage Replacement – The drainage system was installed in 2014 as part of the 2014 Road Improvement Project and is complete.
7. Professional Services for the replacement of two failing storm drainage culverts located on Forbes Street. The design will commence in 2016 and is anticipated to be completed in 2018.

⁶ Includes work funded by Federal / States grants plus local bond funds

Program Breakdown by Type of Activity (Based on Local Funding only)

| | |
|---|----------------|
| Structural Improvement Costs⁷ | = 72.1% |
| Minor Maintenance Costs | = 2.2% |
| Drainage Improvements Costs | = 1.5% |
| Professional Services (est.)⁸ | = 19.4% |
| Local Match for State / Federal Projects | = 3.2% |
| Miscellaneous Costs (est.)⁹ | = 1.6% |

⁷ Total includes a contingency for current projects.

⁸ Professional service costs include design and inspection for the various projects.

⁹ Costs typically include the cost of issuing the bonds and minor expenses associated with necessary road repairs and equipment.

Table #1 – Federal / State Grant Breakdown

| Project | Local Share | State Share | Federal Share | Other Funding | Total |
|--|--------------|--------------|---------------|--------------------------|---------------|
| Hillside Street¹⁰ | \$ 16,764 | \$ - | \$ - | \$ - | \$ 16,764 |
| Arterial Project ¹¹ | \$ 151,230 | \$ - | \$ - | \$ - | \$ 151,230 |
| Main / School Street¹² | | | | | |
| Right of way | \$ - | \$ - | \$ - | \$ - | \$ - |
| Design | \$ 23,850 | \$ - | \$ - | \$ - | \$ 23,850 |
| Construction | \$ - | \$ - | \$ 1,790,000 | \$ - | \$ 1,790,000 |
| Riverside Drive | \$ 347,000 | \$ - | \$ 1,068,000 | \$ 152,000 ¹³ | \$ 1,567,000 |
| Brewer Street – Phase I | \$ 833,000 | \$ 391,920 | \$ 1,608,080 | \$ - | \$ 2,833,000 |
| Brewer Street – Phase II | \$ 248,000 | \$ 248,000 | \$ 1,984,000 | \$ - | \$ 2,480,000 |
| Brewer Street – Phase III | \$ 201,000 | \$ 1,696,000 | \$ - | \$ - | \$ 1,897,000 |
| Governor Street | | | | | |
| Right of way | \$ 27,000 | \$ 27,000 | \$ 216,000 | \$ - | \$ 270,000 |
| Design | \$ 108,792 | \$ - | \$ - | \$ - | \$ 108,792 |
| Construction | \$ - | \$ 418,000 | \$ 1,672,000 | \$ - | \$ 2,090,000 |
| Roberts Street¹⁴ | | | | | |
| Right of way | \$ - | \$ - | \$ - | \$ - | \$ - |
| Design | \$ 32,617 | \$ - | \$ - | \$ - | \$ 32,617 |
| Construction | \$ 103,000 | \$ - | \$ 413,000 | \$ - | \$ 516,000 |
| | \$ 2,092,453 | \$ 2,780,920 | \$ 8,751,080 | \$ 152,000 | \$ 13,776,253 |

Federal / State Grants / Other Funding = \$ 11,684,000

For every Town dollar of Road Improvement project utilized as local match, the Town has received \$5.58 in funding from Federal, State and / or private sources.

¹⁰ ARRA project which was not funded. Project was completed as part of the 2015 Road Improvement Project.

¹¹ Initial submission for ARRA funding – Project was broken into three elements due to ARRA funding limitations. The projects include the Main / School Street project, Hillside resurfacing (completed as part of the 2015 Road Improvement Project) and the Roberts Street resurfacing (completed as part of the 2010 Road Improvement project).

¹² ARRA Project

¹³ Goodwin College share for the Riverside Drive Reconstruction

¹⁴ Roberts Street resurfacing limits from Olde Roberts Street to Forbes Street

East Hartford Road Improvement Program
(2016 Bond Request for 2017 -2018 construction)

Program assumptions:

1. Funding - 15 million dollars for a two year period.
2. The program will include a preventive maintenance component (i.e. crack sealing and patching projects).
3. The bond funds will be utilized as a local match for State and Federal grants for Road Reconstruction / Rehabilitation projects (if the Town is successful in securing the grants).

The Town's Pavement Management study was utilized as a starting point to determine the approximate costs for the proposed road improvement program. A list outlining the pavement condition of all of the Town maintained roadways was utilized by the Town's Engineering Division to develop a list of candidates for the next phase of the program. The current funding level is not sufficient to address the deficiencies of the Town maintained roadway network. A long term program is required to improve the overall condition of the roadway network. We understand that many Town roads are in need of repair and the selection of the roadway candidates is challenging. Our goal is to maximize the roadway improvements with limited funding.

The pavement management software develops a repair strategy and conceptual construction cost based on the roadway's current condition. The software is a network wide planning tool and is based on a visual survey of each roadway. Each of the roadways will be evaluated to recommend a repair type that will provide the most cost effective repair type to obtain a 20 year design life for the pavement structure.

The entire Town roadway network was re-evaluated in 2014. The evaluation involved a review of the pavements and rating of all of the roadways which are maintained by the Town. The pavement management software estimates the deterioration of the pavement based on pavement life cycle data since the last evaluation.

The pavement management software attempts to account for the costs associated with the each of the identified repair types on a network level. The existing conditions found on each of the Town's roadways vary. The costs associated with unique or differing conditions can be significant. Changes in constructions costs (including oil prices) and unanticipated conditions can result in the need to modify the list of roads to be completed under the program.

The structural improvement projects under the program include, but are not limited to, the following:

1. Roadway resurfacing / rehabilitation – overlay, mill & overlay or pavement reclamation.
2. Replacement of drainage inlet tops
3. Spot repairs to the storm drainage system (repairing damaged structures and segments of pipes)

4. New curbing
5. New ADA compliant sidewalk ramps for the public sidewalk network
6. Replacement of existing driveway aprons
7. Regrading of the snow shelf area (area = front of public sidewalk to back of curb)
8. Replacement of existing street signs
9. Trimming of trees and vegetation which extends into the road right of ways.
10. Installation of pavement markings as required
11. The storm drainage system (structures and piping) will be cleaned.

The scope of work for the structural improvement projects does not include:

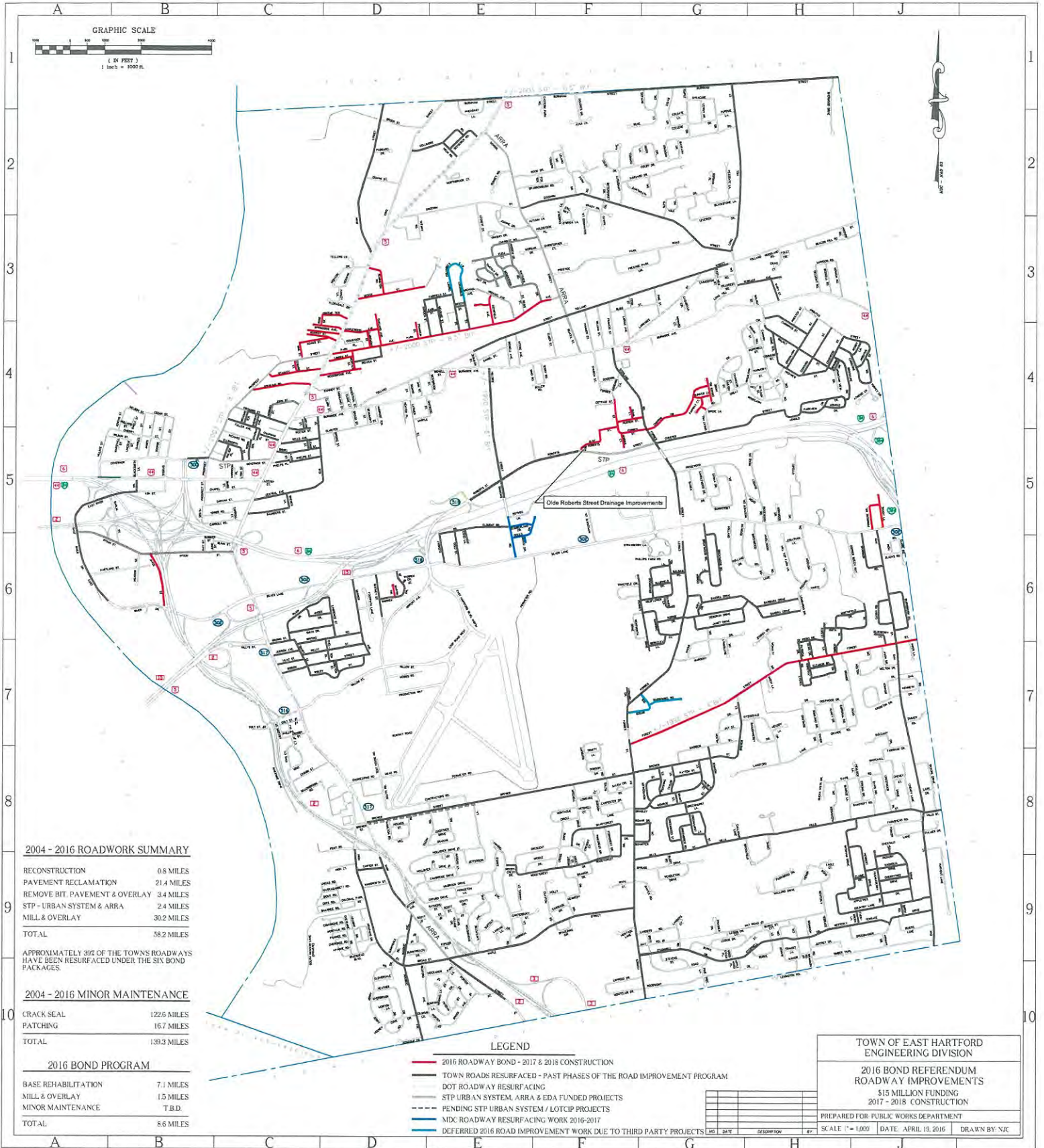
1. Storm drainage system improvements to provide for additional capacity. All damaged elements of the storm drainage system will be repaired prior to the roadway resurfacing.
2. The public sidewalk network is not replaced. Segments of the sidewalk network associated with the ADA compliant sidewalk ramps and adjustments to driveway aprons may be replaced to provide a smooth transition between the new roadway grades and the existing feature.
3. The traffic signal upgrades.
4. Roadway widening. Minor geometric improvements may be incorporated but no real estate acquisition activities are proposed.

Please contact the Town's Engineering Division with any questions concerning the program.

Nick Casparino
Civil Engineer
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Phone: (860) 291-7382
Fax: (860) 289-0831
Email: ncasparino@easthartfordct.gov

Program narrative



2004 - 2016 ROADWORK SUMMARY

| | |
|--------------------------------|-------------------|
| RECONSTRUCTION | 0.8 MILES |
| PAVEMENT RECLAMATION | 21.4 MILES |
| REMOVE BIT. PAVEMENT & OVERLAY | 3.4 MILES |
| STP - URBAN SYSTEM & ARRA | 2.4 MILES |
| MILL & OVERLAY | 30.2 MILES |
| TOTAL | 58.2 MILES |

APPROXIMATELY 39% OF THE TOWN'S ROADWAYS HAVE BEEN RESURFACED UNDER THE SIX BOND PACKAGES.

2004 - 2016 MINOR MAINTENANCE

| | |
|--------------|--------------------|
| CRACK SEAL | 122.6 MILES |
| PATCHING | 16.7 MILES |
| TOTAL | 139.3 MILES |

2016 BOND PROGRAM

| | |
|---------------------|------------------|
| BASE REHABILITATION | 7.1 MILES |
| MILL & OVERLAY | 1.5 MILES |
| MINOR MAINTENANCE | T.B.D. |
| TOTAL | 8.6 MILES |

LEGEND

- 2016 ROADWAY BOND - 2017 & 2018 CONSTRUCTION
- TOWN ROADS RESURFACED - PAST PHASES OF THE ROAD IMPROVEMENT PROGRAM
- DOT ROADWAY RESURFACING
- STP URBAN SYSTEM, ARRA & EDA FUNDED PROJECTS
- PENDING STP URBAN SYSTEM / LOTCIP PROJECTS
- MIX ROADWAY RESURFACING WORK 2016-2017
- DEFERRED 2016 ROAD IMPROVEMENT WORK DUE TO THIRD PARTY PROJECTS

**TOWN OF EAST HARTFORD
ENGINEERING DIVISION**

**2016 BOND REFERENDUM
ROADWAY IMPROVEMENTS**
\$15 MILLION FUNDING
2017 - 2018 CONSTRUCTION

PREPARED FOR: PUBLIC WORKS DEPARTMENT

SCALE: 1" = 1,000' DATE: APRIL 19, 2016 DRAWN BY: NJC

RESOLUTION APPROPRIATING \$5,000,000 FOR THE PLANNING, DESIGN, ACQUISITION, CONSTRUCTION AND/OR RENOVATION OF A SENIOR CENTER/MULTIPURPOSE FACILITY AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$5,000,000 is appropriated by the Town of East Hartford, Connecticut (the "Town") for the planning, design, acquisition, construction and/or renovation of a Senior Center/Multipurpose Facility, and for administrative, legal and financing costs related thereto (the "Project").

Section 2. To meet said appropriation, \$5,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and the Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, legal and financing costs of issuing said bonds. The bonds shall be in the denominations of \$1,000, or any whole multiple in excess thereof, be issued fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, the Treasurer and the Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, the Treasurer and the Director of Finance.

Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and

each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes or other obligations ("Tax Exempt Obligations") authorized to be issued by the Town. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax Exempt Obligations.

Section 6. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 7. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid of any Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2016 appropriating \$5,000,000 for the Project, authorizing general obligation bonds and notes to finance the Project and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2016.

MARCIA A. LECLERC, Mayor

Witness

Witness

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CONNECTICUT ADOPTING THE CONNECTICUT CITY AND TOWN DEVELOPMENT ACT FOR THE PURPOSES OF SILVER LANE AND SOUTH MEADOWS ECONOMIC DEVELOPMENT

WHEREAS, Chapter 114 of the General Statutes of Connecticut, Sections 7-480 to 7-503, inclusive, as amended from time to time (the "Act"), provides that municipalities which have found and determined that conditions substantially as described in Section 7-481 of the Act exist in the municipality, are continuing, and may be ameliorated by the exercise by the municipality of the powers granted under the Act may exercise the powers under the Act; and

WHEREAS, in order to exercise the powers conferred upon municipalities under the Act for a period not in excess of five years, the legislative body of a municipality must determine by resolution that conditions substantially as described in Section 7-481 of the Act exist, such resolution must include certain findings and determinations and standards as required under Section 7-485 of the Act for implementation of the powers granted under the Act, and such resolution be submitted to the electors of the municipality for their approval; and

WHEREAS, any action taken in the exercise of any powers granted under the Act by a municipality may only be taken after approval of such action by the legislative body of such municipality, which approval must be by resolution adopted in accordance with the Act; and

WHEREAS, pursuant to the Act, a municipality shall have the power to issue its notes and bonds for achieving the purposes of the Act, including the making of mortgage loans and loans to sponsors, the acquisition of development property, the establishment of reserves to secure such notes and bonds, interest on such notes and bonds during construction and for one year thereafter, and the payment of expenses incident to or necessary for furtherance of the purposes of the Act; and

WHEREAS, the Town of East Hartford, Connecticut (the "Town") considers any level of unemployment unreasonable and any obsolete residential, industrial, commercial and manufacturing facilities unacceptable, and continually seeks innovative approaches to attracting jobs to the Town, constructing and holding residential, non-residential, industrial, commercial and manufacturing facilities, and eliminating vacant facilities which are a blighting influence; and

WHEREAS, the ordinary operations of private enterprise cannot deal effectively with these problems without the powers provided under the Act, and the exercise of the powers conferred upon the Town by the Act are critical to revitalizing the Town; and

WHEREAS, the members of the Town Council have general knowledge of the conditions within the Town relating to the rate of unemployment, the obsolescence of many of the Town's residential, commercial, industrial and manufacturing facilities and the need for the Town to retain and attract new residential, commercial, industrial and manufacturing facilities; and

WHEREAS, the Town continues local efforts to address the needs of its citizens as stated above by reducing blight, increasing the tax base and creating opportunities for employment; and

WHEREAS, the Town Council is generally aware of the requirements imposed upon municipalities by the Act; and

WHEREAS, it is in the interest of the Town to implement the provisions of the Act as soon as possible in order to take advantage of the provisions of the Act.

NOW, THEREFORE, BE IT HEREBY

RESOLVED: That the Town Council hereby makes the following findings and determinations and the following standards for the implementation of the powers granted under the Act:

- (1) it is unreasonable that any number of residents of the Town are subject to hardship in finding employment and adequate, safe and sanitary housing;
- (2) any conditions of blight and deterioration that exist in the Town must be addressed;
- (3) private enterprise is not meeting such need for housing, employment, and the reduction of blight and deterioration;
- (4) the need for employment and adequate, safe and sanitary housing will be lessened and the Town will be revitalized by the exercise of the powers granted under the Act;
- (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;
- (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under the Act and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by the Act for the public benefit;
- (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; and
- (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the Town.

RESOLVED: That anything contained in this Resolution to the contrary notwithstanding, it is the intention of this Town Council that by adopting this Resolution it is conferring upon the Town, subject to approval of a majority of the persons voting on this Resolution at the next regular municipal election, all of the authorities, powers, rights and obligations conferred upon municipalities under the provisions of the Act, and that upon approval of this Resolution by a majority of persons voting on this Resolution as aforesaid, the Town will have sufficiently complied with the Act so as to be able to exercise all of the powers conferred upon municipalities under the Act in accordance with said Act.

RESOLVED: That the Town Council hereby adopts this Resolution and the Act subject to the following conditions: (1) that the powers of such Act shall be restricted to the sections of Town defined generally as (A) the Silver Lane Corridor – bounded on the east by Forbes Street, on the north by Interstate 84, on the south by a line drawn parallel to Silver Lane from the southerly extension of any parcel with access to Silver Lane and to the west by Mercer Avenue and the high occupancy vehicle exit from Interstate 84 to Silver Lane, provided that the Corridor shall include those portions of the property known as Rentschler Field which are not utilized by United Technologies Corporation or its divisions, subsidiaries or affiliated entities for industrial, manufacturing, engineering, office or other associated or accessory uses, and (B) the South Meadows – bounded by Interstate 84 to the north, Route 2 to the east, the Hockanum River to the south and the Connecticut River to the west ; and (2) any tax abatement or incentive on a parcel within such sections of the Town granted pursuant to the Act shall result in the Town receiving, in any year that such abatement or incentive is applied, at least the value of the taxes

assessed on such property during the tax year immediately preceding the first year of applicability of such abatement or incentive.

RESOLVED: That the Mayor, the Town Clerk and the Registrars of Voters are hereby authorized to take any and all steps necessary to place this Resolution on the ballot at the next regular municipal election held subsequent to the adoption of this Resolution in accordance with the provisions of the Act and Section 9-369 of the General Statutes of Connecticut, Revision of 1958, as amended, including but not limited to warning electors, preparing ballots labels, holding the referendum and canvassing the vote on this Resolution.

RESOLVED: That the effective date of this Resolution shall be the date of its approval by a majority of persons voting on this Resolution at the next regular municipal election held subsequent to the adoption of this Resolution by this Town Council, and this Resolution shall be effective for a period of five years from such effective date. If less than a majority of those voting in such municipal election vote to approve this Resolution, it shall become null and void.

I HEREBY APPROVE the above action taken by the Town Council on _____, 2016 adopting the City and Town Development Act for the Town and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this ____ day of _____, 2016.

MARCIA A. LECLERC, Mayor

Witness

Witness

Robert J. Paet

2016 JUN 28 A 9:00

TOWN COUNCIL MAJORITY OFFICE
PERSONNEL AND PENSIONS SUBCOMMITTEE

TOWN CLERK
EAST HARTFORD

JUNE 22, 2016

PRESENT Marc Weinberg, Councillors Joe Carlson and Mike Kurker

ALSO Santiago Malave, Human Resources Director

PRESENT Scott Sansom, Chief of Police

CALL TO ORDER

Chair Weinberg called the meeting to order at 5:47 pm.

APPROVAL OF MINUTES

January 26, 2016

MOTION By Mike Kurker
seconded by Marc Weinberg
to **approve** the minutes of the January 26, 2016 meeting.
Motion carried 2/0. **Abstain:** Carlson

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

NEW BUSINESS

Research Analyst – Police Department

Santiago Malave, Human Resources Director, and Scott Sansom, Police Chief, addressed the Committee on the new job description entitled Research Analyst – which is not a sworn officer position. The following issues were discussed:

- ✓ The Emergency Manager replaced a CSEA position; the Research Analyst will take that CSEA slot
- ✓ The Administrative Clerk II is no longer a functional position; Accounts Clerk III is still active
- ✓ There was a gain and loss of one salary grade 11 position – therefore no net change
- ✓ Data compilation in usable sense for best use of resources and accountability
- ✓ Starting plan is to have a Lieutenant serving a specific area of town

- ✓ Job would monitor crime and police officer activity
- ✓ COMSTAT model
- ✓ Hoping to have position filled by September – probably an outside hire

MOTION By Joe Carlson
 seconded by Mike Kurker
 to **recommend** that the Town Council approve the new job description of
 Research Analyst – Police Department.
 Motion carried 3/0.

ADJOURNMENT

MOTION By Mike Kurker
 seconded by Joe Carlson
 to **adjourn** (6:24 p.m.)
 Motion carried 3/0.

Cc: Town Council
 Mayor Leclerc
 Santiago Malave, Human Resources Director
 Scott Sansom, Chief of Police



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 4, 2016
TO: Richard F. Kehoe, Town Council Chairman
FROM: Marcia A. Leclerc, Mayor
RE: Research Analyst (Police) Job Description

Attached to this memorandum is a new job description that I am recommending that the Town Council refer to the Personnel and Pension Subcommittee for their consideration:

| <u>New Job Description</u> | <u>Salary Grade</u> | <u>Union</u> |
|----------------------------|---------------------|---|
| Data Analyst (Police) | 11 | Local 2001CSEA Union (the "Union") Town Hall Employees |

The Data Analyst Job Description is a new, Salary Grade 11 position in the Union that is being created in order to meet a specific need in the Police Department. This position will perform case-specific analytical assistance in record analysis, case analysis, link/event/financial analysis, and crime scene diagramming; review and analyze data from police reports and related police feeds; and provide a detailed analysis on the crimes being committed by geographical area.

The current budgeted Account Clerk III vacant position in the police department, (Salary Grade 6) will be replaced by this new position effective July 1, 2016. The salary range for the Research Analyst position will be \$57,283 - \$69,524. The employee who vacated the Account Clerk III position that will remain unfilled in fiscal year 2016-17 was at step 5 of salary grade 6, \$47,051.

I recommend that the proposed Research Analyst job description be added to the Council agenda for the April 19, 2016 Town Council agenda for referral to the Personnel and Pension Subcommittee.

CC: Scott Sansom, Chief of Police
Santiago Malave, Human Resources Director

TOWN OF EAST HARTFORD

TITLE: Research Analyst **GRADE:** 11
DEPARTMENT: Police **DATE:** _____

POSITION DEFINITION:

Under general supervision, gathers data and translates complex findings into written text. Reviews and analyzes information from multiple data sources. Provides a detailed record of compiled data.

ESSENTIAL JOB FUNCTIONS:

- Prepares and develops summaries, statistical reports, spreadsheets, charts, maps, diagrams, graphs and related materials in order to track department data.
- Conducts research and performs analysis of reported activity.
- Collects, compiles and analyzes complex data from a variety of sources and translates to written text.
- Summarizes regional data using charts, graphs and tables.
- Conducts and evaluates searches of databases and other information systems to assist in resource deployment.
- Reviews data to ensure proper reporting to state, regional and federal agencies.
- Prepares research reports to assist sworn personnel with law enforcement related issues.
- Measures and assesses national data.
- Measures effectiveness of current policy, police deployment and strategies.
- Evaluates methods and procedures for collecting data.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:

- Methods and techniques of statistical research and analysis.
- Perform statistical research and analysis; compile and interpret statistics.
- Ability to research and present findings related to law enforcement activities.
- Ability to generate reports, maps, charts, graphs and other visual aids.
- Ability to handle multiple projects simultaneously and use good judgement in prioritizing work assignments.
- Ability to present research findings to all levels of sworn personnel in a clear and concise manner using all types of media.
- Ability to prepare clear, concise, accurate and persuasive proposals, reports, correspondence, analytical studies and other written materials.
- Ability to establish and maintain highly effective working relationships with sworn personnel, managers, elected and appointed officials, staff, and the community.

JOB QUALIFICATION:

- Bachelor's degree from an accredited college or university with a major in computer science, mathematics/statistics or a closely related field and two years of increasingly responsible crime data analysis and research experience.

- Master's degree from an accredited college or university in criminal justice, research, or a closely related field, or experience in military intelligence analysis preferred.
- A combination of accredited college coursework in computer science or a closely related field and training and experience in analysis and research and/or military intelligence may be considered as a substitute for the general qualifications.


PHYSICAL DEMANDS AND WORKING CONDITIONS:

- Work is performed in an office environment generally Monday through Friday day hours. Hours and days off may be adjusted according to departmental needs. Attendance at meetings may be required.

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: June 30, 2016
TO: Richard F. Kehoe
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL- Real Estate Acquisition and Disposition

Attached is a memo from the Department of Public Works with a request to obtain an easement at 1083 Burnside Avenue. This easement will be used to maintain an existing Town-owned guard rail relocated during the construction of a new access driveway. The easement will allow the Town to maintain, repair and replace it as needed.

Reviews and approvals have been obtained by Corporation Counsel and the Engineering Department.

Please place this on the Town Council agenda for the July 12, 2016 Town Council meeting.

Thank you.

C: T. Bockus, Director of Public Works
J. Choquette, Director of Development



MEMORANDUM

TO: Marcia A. Leclerc, Mayor
FROM: Tim Bockus, Director of Public Works
DATE: June 28, 2016
RE: Proposed Easement
1083 Burnside Ave.

A handwritten signature in black ink, appearing to read "T. Bockus", is written over the "FROM:" line of the memorandum.

The Town is looking to obtain an easement from the owners of Dunkin Donuts at 1083 Burnside Avenue. This easement will be used to maintain an existing Town-owned guard rail that had to be relocated during the construction of a new access driveway to the subject property on Walnut Street. The guard rail provides protection at the Walnut Street bridge over the Hockanum River and the easement will allow the Town to maintain, repair, and replace it as needed.

Corporation Counsel has reviewed and approved the proposed easement and the Engineering Division has reviewed and approved the property description.

Please request that this item be placed on the Town Council Agenda for referral to the Real Estate Acquisition and Disposition Committee for their consideration.

Cc: Rich Gentile, Assistant Corporation Counsel
Denise Horan, Town Engineer

EASEMENT

Know All Men by These Presents, that 1083 Burnside Avenue Realty, LLC (hereinafter referred to as the Grantors), in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, received to its full satisfaction of THE TOWN OF EAST HARTFORD, a municipal corporation located within the territorial limits of the County of Hartford and State of Connecticut, do hereby give, grant, bargain, sell and confirm unto the said TOWN OF EAST HARTFORD, its successor and assigns, and its officers, employees and agents (collectively referred to herein as "Grantee") a full and perpetual easement over, under and across land now or formerly of 1083 Burnside Ave. Donuts, LLC as shown as "Proposed Easement in Favor of the Town of East Hartford for Roadway Infrastructure Maintenance (Bridge Structure, Guard Rail & Riprap)" on a certain map or plan entitled, "Property Survey Proposed Dunkin Donuts 1083 Burnside Avenue prepared for 1083 Burnside Ave. Donuts, LLC East Hartford, Connecticut Date: 08/11/2014 Revisions: 09-08-2014 – Comments 09-22-2014 – Comments 10-09-2014 – Zoning Submission 6-10-2015 – Approval Conditions 9-23-2015 – Town Taking 12-19-2015 – Easement Added Scale: 1" = 20' Sheet 4 of 24 PC#353493 A-13-045-B File: 13045.DWG Dutton Associates, LLC Land Surveyors and Civil Engineers 67 Eastern Boulevard Glastonbury, Connecticut 06033 Tel:860-633-6401 Fax:860-633-8851 Email: jimd@duttonassociatesllc.com" which map or plan is to be filed in the office of the East Hartford Town Clerk, to which reference may be had, which easement area is more particularly defined on **Exhibit A** attached hereto and made a part hereof, for the maintenance, cleaning, repairing, replacing, constructing and reconstructing, of certain infrastructure, including an existing bridge, riprap and guide rail (collectively the "Roadway Infrastructure").

Together with the perpetual right for the Grantee to enter on said easement area at all times, and store materials and equipment thereon, for the purpose of maintaining, cleaning, repairing, replacing, constructing and reconstructing the Roadway Infrastructure within said easement area.

No other permanent structure shall be erected upon said easement area by the Grantor or its successors and assigns. The Grantor herein reserves for itself, its successors and assigns, the right to use the area of said easement for all activities which do not disturb the rights of the Grantee hereunder.

The Grantee shall seek to minimize disruption to Grantor and Grantor's business operations when exercising its rights hereunder.

The Grantee, as further consideration for this easement, will indemnify, defend and save the Grantor, its successors and assigns, harmless from all claims for damage or injury to persons or property to the extent that they result from Grantee's use of the easement.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the Roadway Infrastructure, together with all appurtenances, located on said land pursuant to this easement are used by Grantee, the Grantee will repair, replace and maintain such Roadway Infrastructure at its own expense (except as otherwise provided herein) and will promptly repair any damage to the easement area caused by the exercise of its rights hereunder.

TO HAVE AND TO HOLD the premises for the aforesaid purposes unto the said TOWN OF EAST HARTFORD, its successors and assigns forever,


IN WITNESS WHEREOF, he has hereunto set its hands and seals this 24th day of ~~JUNE~~ JULY, 2016.

Witnesses by:

GRANTOR
1083 Burnside Avenue Realty, LLC



Jill Smachetti

BY: 

James T. Zafiris
Its Member




Danette D. Loring

STATE OF CONNECTICUT]
] ss:
COUNTY OF HARTFORD]

June~~24~~ July 24, 2016

Personally appeared James T. Zafiris, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.



Danette D. Loring
Notary Public; My Comm. Exp.: 3/31/21

EXHIBIT A

EASEMENT DESCRIPTION

A certain parcel of land labeled as "PROPOSED EASEMENT IN FAVOR OF THE TOWN OF EAST HARTFORD FOR ROADWAY INFRASTRUCTURE MAINTENANCE (BRIDGE STRUCTURE, GUARD RAIL & RIPRAP) situated on the State of Connecticut, County of Hartford and Town of East Hartford. Said parcel is a portion of property known as 1083 Burnside Avenue.

Commencing at a point located on the north edge of the Hockanum River, which point also located on the easterly street line of Walnut Street. Said point also being the southwesterly corner of 1083 Burnside Avenue and the hereon described parcel;

Thence: Along the easterly street line of Walnut Street N09°16'04"W, 45.8' +/- (47.77' from the "CLOSURE LINE" as depicted on the referenced map)

Thence: N80°43'56"E, 14.00'

Thence: S09°16'04"E, 37.0' +/- (37.02' to the "CLOSURE LINE" as depicted on the referenced map) to a point located on the northerly edge of the Hockanum Rover

The preceding two courses being within 1083 Burnside Avenue

Thence: Along the northerly line of the Hockanum River and land now or formerly of the Town of East Hartford 14.1' +/- to the point and place of beginning (the "CLOSURE LINE" runs from the previous point to the point of beginning at a course of S85°50'57"W, 14.06'

Said parcel depicted on a map entitled:

"PROPERTY SURVEY PROPOSED DUNKIN DONUTS 1083 BURNSIDE AVENUE PREPARED FOR 1083 BURNSIDE AVE. DONUTS, LLC EAST HARTFORD, CONNECTICUT", SCALE 1"=20', DATED 08/11/2014, REVISED THROUGH 12-19-2015 – EASEMENT ADDED, MAP NUMBER A-13-045-B, SHEET NUMBER 4 OF 24, PREPARED BY DUTTON ASSOCIATES, LLC, 67 EASTERN BOULEVARD GLASTONBURY, CT 06033".

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: June 29, 2016
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc
RE: REFERRAL: Real Estate Acquisition and Disposition

Attached is a memo from the Department of Public Works Department regarding the property located at 1083 Burnside Avenue. This easement will be used to maintain an existing Town-owned guard rail that had to be relocated during the construction of a new access driveway to the subject property on Walnut Street. The guard rail provides protection at the Walnut Street bridge over the Hockanum River and the easement will allow the Town to maintain, repair and replace it as needed.

Corporation Counsel has reviewed and approved the proposed easement and the Engineering Division has reviewed and approved the property description.


Please refer this matter to the Real Estate Acquisition and Disposition Committee at the July 12, 2016 meeting.

Thank you.

C: T. Bockus, Director of Public Works
J. Choquette, Director of Development



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: June 30, 2016
TO: Richard F. Kehoe
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL- Fees Committee

The lease of three rooms in Town Hall by East Hartford Community Television is up for renewal. The previous lease had a term of 5 years with an annual rental payment of \$1.00.

Additional information and proposed lease attached.

Please place this on the Town Council agenda for the July 12, 2016 Town Council meeting.

Thank you.

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

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager *PS*
SUBJECT: Referral to Town Council – Lease Renewal
East Hartford Community Television
DATE: June 30, 2016

Attached is a draft lease between the Town and East Hartford Community Television (EHCT) for three rooms in Town Hall.

The goal of EHCT is to provide public, educational and government access to the residents of East Hartford. The most recent lease expired on June 30, 2016 and is currently operating on a month-to-month basis as provided in the twentieth condition (page 7).

The previous lease had a term of 5 years with an annual rental payment of \$1.00 per year. I propose renewing this lease on these same terms.

I respectfully request that this item be placed on the Town Council agenda for their July 12, 2016 meeting as a referral to the Fees Committee. Please contact me at extension 7206 if you have any questions.

Attachment: as stated

Cc: Eileen Buckheit, Development Director

LEASE AGREEMENT

THIS LEASE, dated the _____ day of _____, 2016
Between the **TOWN OF EAST HARTFORD**, State of Connecticut, acting herein by Marcia A. Leclerc, its Mayor, hereunto duly authorized, and hereinafter referred to as the **Landlord** and **EAST HARTFORD COMMUNITY TELEVISION, INC.**, hereinafter referred to as the **Tenant**.

Premises:

The **Landlord** hereby demises and leases unto the **Tenant**, and the **Tenant** hereby hires and takes from the **Landlord** for the term and upon the rentals and considerations hereinafter specified, the premises described as follows: three (3) rooms/areas situated in property known as The East Hartford Town Hall, 740 Main Street, East Hartford, Connecticut ("Town Hall"), more specifically described on Exhibit A attached hereto.

Term:

The Term of this demise shall be for five (5) years beginning July 1, 2016 and ending June 30, 2021.

Rent:

In consideration of **Tenant's** commitment to broadcast Town Meetings as set forth in paragraph Thirty-fourth herein, rent for the demised premises shall be \$1.00 per annum. Payment shall be made to the Finance Director, Town of East Hartford, 740 Main Street, East Hartford, CT 06108, on the initial date of the term hereof and on each one year anniversary date thereafter.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

Peaceful Possession:

First: The **Landlord** covenants that the **Tenant**, on paying the said rental and performing the covenants and conditions in the Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Purpose:

Second: The **Tenant** covenants and agrees to use the demised premises as a not-for-profit community access television provider including office space, recording studio and equipment area and agrees not to use or permit the premises to be used for any other purpose or by any other organization or non-profit corporation.

Default in Payment of Rent – Abandonment of Premises – Re-entry and Re-letting by Landlord:

Third: - the Tenant shall, without any previous demand therefore, pay to the **Landlord**, or its agent, the said rent at the times and in the manner above provided. In event of the non-payment of said rent, or any installment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the **Tenant** shall be dispossessed for non-payment of rent, or for failure to perform the covenants and conditions of this lease, or if the leased premises shall be deserted or vacated, the **Landlord** or its agents shall have the right to and may enter the said premises as the agent of the **Tenant**, either by force or otherwise, without being liable for any prosecution or damages therefore, and may (i): re-let the premises as the agent of the **Tenant**, and receive the rent therefore, upon such terms as shall be satisfactory to the **Landlord**, or (ii): occupy the premises for its own purposes, and all rights of the **Tenant** to repossess the premises under this lease shall be forfeited. Such re-entry by the **Landlord** shall not operate to release the **Tenant** from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of re-letting, or occupation, the **Landlord** shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition.

Tenant Liable for Deficiency – Lien of Landlord to Secure – Performance – Attorney's Fees:

The **Tenant** shall be liable to the **Landlord** for the cost of such repairs or alterations, and all expenses of such re-letting or reuse. If the sum realized or to be realized from the re-letting is insufficient to satisfy the monthly or term rent provided in this lease, the **Landlord**, at its option, may require the **Tenant** to pay such deficiency month by month, or may hold the **Tenant** in advance for the entire deficiency to be realized during the term of the re-letting. The **Tenant** shall not be entitled to any surplus accruing as a result of the re-letting. The **Landlord** is hereby granted a lien, in addition to any statutory lien or other rights that may exist, on all personal property of the **Tenant** in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease (including, but not limited to, the cost of necessary repairs or alterations). The **Landlord** shall have the right as agent of the **Tenant**, to take possession of any furniture, fixtures or other personal property, of the **Tenant** found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the **Tenant** hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The **Tenant** agrees to pay as additional rent all attorneys' fees and other expenses incurred by the **Landlord** in enforcing any of the obligations under this lease.

Sub-letting and Assignment:

Fourth. - The **Tenant** shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned or transferred by the **Tenant**.

Condition of Premises, Repairs – Alterations and Improvements – Sanitation, Inflammable Materials – Sidewalks:

Fifth. – The **Tenant** has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the **Landlord** or its agents as to the present or future condition of the said premises. The **Tenant** shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The **Tenant** shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The **Tenant** shall not make any alterations, additions, or improvements to said premises without the prior written consent of the **Landlord**. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the **Landlord** or the **Tenant**, except furniture or movable trade fixtures installed at the expense of the **Tenant**, shall be the property of the **Landlord** and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the **Tenant**. The **Tenant** further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the **Tenant** further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

Mechanics' Liens:

Sixth. – In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the **Tenant**, the **Landlord**, at its option, after thirty days' notice to the **Tenant**, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the **Tenant** shall forthwith reimburse the **Landlord** the total expense incurred by the **Landlord** in discharging the said lien, as additional rent hereunder.

Glass:

Seventh. – The **Tenant** agrees to replace at the **Tenant's** expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the **Tenant** at their full insurable value by a company satisfactory to the **Landlord**. Said policy shall be of the full premium type, and shall be deposited with the **Landlord** or its agent.

Liability of Landlord:

Eighth. – The **Landlord** shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The **Tenant** agrees to indemnify and save the **Landlord** harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

Services and Utilities:

Ninth. – Utilities and services to the demised premises for the benefit of the **Tenant** shall be provided and paid for as follows:

Water by the **Landlord**;

General heating and cooling by the **Landlord**;

Electricity by the **Landlord**;

Telephone service by the **Tenant**; and

Extra or necessary upgrades to heating or cooling systems by the **Tenant**.

The **Landlord** shall not be liable for any interruption or delay in any of these services for any reason.

Right to Inspect and Exhibit:

Tenth. – The **Landlord**, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof or of the Town Hall (there being no obligation, however, on the part of the **Landlord** to make any such repairs, additions or alterations),

Damage by Fire, Explosion, the Elements or Otherwise:

Eleventh. – In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly un-tenantable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the **Landlord**, cease and become null and void from the date of such damage or destruction, and the **Tenant** shall immediately surrender said premises and all the **Tenant's** interest therein to the **Landlord**, and shall pay rent only to the time of such surrender, in which event the **Landlord** may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered un-tenantable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the **Landlord** may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but

shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered un-tenantable and unfit for occupancy, then the **Landlord** agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The **Tenant** shall immediately notify the **Landlord** in case of fire or other damage to the premises.

Observation of Laws, Ordinances, Rules and Regulations:

Twelfth. – The **Tenant** agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the **Tenant** in the demised premises. The **Tenant** agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the **Tenant's** occupancy of the premises, or from any act or omission on the part of the **Tenant**, the **Tenant** agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Signs:

Thirteenth. – No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the **Tenant**, except in such manner, and of such size, design and color as shall be approved in advance in writing by the **Landlord**.

Subordination of Mortgages and Deeds of Trust:

Fourteenth. – This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The **Tenant** agrees to execute, at no expense to the **Landlord**, any instrument which may be deemed necessary or desirable by the **Landlord** to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Sale of Premises:

Fifteenth. – In the event of the sale by the **Landlord** of the demised premises, or the property of which said premises are a part, the **Landlord** or the purchaser may terminate this lease after thirty (30) days prior written notice to the **Tenant**.

Rules and Regulations of Landlord:

Sixteenth. – The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the **Landlord**, shall be observed by the **Tenant** and by the **Tenant's**

employees, agents and customers. The **Landlord** reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the **Tenant** shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the **Tenant** of the demised premises.

Violation of Covenants, Forfeiture of Lease, Re-Entry by Landlord – Lien-waiver Breach:

Seventeenth. – In case of violation by the **Tenant** of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the **Landlord**, and upon failure to discontinue such violation within ten days after notice thereof given to the **Tenant**, this lease shall thenceforth, at the option of the **Landlord**, become null and void, and the **Landlord** may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the **Tenant** shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the **Landlord** or any violation or breach of condition by the **Tenant** shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the **Tenant** before the **Landlord** shall exercise its option under this paragraph operate to defeat the right of the **Landlord** to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

Notices:

Eighteenth. – All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the **Landlord** or its agent desires to give or serve upon the **Tenant** any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the **Tenant** at the demised premises, or by service upon the agent for service of the **Tenant** as on file at the Office of the Secretary of State for the State of Connecticut. Notices from the **Tenant** to the **Landlord** shall be sent by registered mail or delivered to the **Landlord** through the Grants/Lease Administrator, 740 Main Street, East Hartford, CT 06108.

Bankruptcy, Insolvency, Assignment for Benefit of Creditors:

Nineteenth: - It is further agreed that if at any time during the term of this lease the **Tenant** shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the **Tenant**, then the **Landlord** may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the **Tenant** or the **Tenant's** estate, but such

termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the **Tenant**, or the **Tenant's** legal representatives.

Holding Over by Tenant:

Twentieth: - In the event that the **Tenant** shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the **Landlord**, such holding over shall not constitute a renewal or extension of this lease.

The **Landlord** may, at its option, elect to treat the **Tenant** as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the **Tenant** provided by law in that situation, or the **Landlord** may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the **Tenant** shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

Eminent Domain, Condemnation:

Twenty-first. – If the property of any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the **Landlord**, shall forthwith terminate and the **Tenant** shall have no claim or interest in or to any award of damages for such taking.

Security:

Twenty-second. – The **Tenant** has this day deposited with the **Landlord** the sum of zero (\$0) as security for the full and faithful performance by the **Tenant** of all the terms, covenants and conditions of this lease upon the **Tenant's** part to be performed, which said sum shall be returned to the **Tenant** after the time fixed as the expiration of the term herein, provided the **Tenant** has fully and faithfully carried out all of said terms, covenants and conditions on **Tenant's** part to be performed. In the event of a bonafide sale, subject to this lease, the **Landlord** shall have the right to transfer the security to the vendee for the benefit of the **Tenant** and the **Landlord** shall be considered released by the **Tenant** from all liability for the return of such security; and the **Tenant** agrees to look to the new **Landlord** solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new **Landlord**. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the **Tenant** without the written consent of the **Landlord**.

Arbitration:

Twenty-third. – Any dispute arising under this lease shall be settled by arbitration. The **Landlord** and **Tenant** shall each choose an arbitrator, and the two arbitrators thus chosen

shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

Delivery of Lease:

Twenty-fourth. – No rights are to be conferred upon the **Tenant** until this lease has been signed by the **Landlord**, and an executed copy of the lease has been delivered to the **Tenant**.

Lease Provisions Not Exclusive:

Twenty-fifth. – The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the **Landlord** would otherwise have by law.

Lease Binding on Heirs, Successors, Etc.:

Twenty-sixth. – Deleted in its entirety.

Twenty-seventh. – This lease and the obligation of **Tenant** to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of **Tenant** to be performed shall in nowise be affected, impaired or excused because **Landlord** is unable to supply or is delayed in supplying any service expressly or implied to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if **Landlord** is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation or any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war.

Twenty-eighth. – This instrument may not be changed orally.

Asbestos and Hazardous Materials Liability:

Twenty-ninth. – The **Landlord** holds no responsibility for determining the extent of asbestos or lead, or other hazardous materials present, if any, and will not undertake nor be held financially responsible for any abatement and monitoring procedures undertaken by the lessee as a result of this agreement. If the **Tenant** encounters the presence of asbestos, lead or other hazardous materials in the area defined by this lease, costs for removal of such materials shall be borne by the **Tenant**.

Insurance Coverage and Liability:

Thirtieth. – The **Tenant** will maintain a commercial general liability policy in the amount of \$1,000,000 per occurrence covering any claims for personal injury made by any person injured while on the leasehold property set forth in “Exhibit A.”

In addition the **Tenant** will maintain a commercial general liability policy in the amount of \$1,000,000 per occurrence covering any claim for personal injury made by any agent, employee, visitor, guest, business invitee, client or any other person on the property for the benefit of the **Tenant**, which occurs on or about property set forth in “Exhibit A”, and excepting, however, any such claim arising out of or resulting from any act, error, omission, negligence or fault of the **Landlord**. The **Tenant** will provide a Certificate of Insurance evidencing the coverage above and shall name and endorse onto the policy that the Town of East Hartford, its agents, officials, volunteers and employees are an additional insured as regards liability arising from activities and programs sponsored by the **Tenant**. The Certificate of Insurance must be renewed for the duration of the lease, a copy of which shall be given to the **Landlord**.

AND IT IS FURTHER AGREED that the **Tenant** will save and hold harmless the **Landlord** against and from any and all claims by or on behalf of any person arising from or in connection with: (a) any act, error, omission, negligence or fault of the **Tenant**, or of its agents, servants, employees, guests, business invitees, clients, visitors, or any person on the premises for the benefit of the **Tenant**; (b) any accident, injury or damage whatsoever caused to any person during the term of this lease which occurs on the leasehold property set forth in Exhibit “A”; (c) any accident, injury or damage whatsoever caused to any agent, employee, visitor, guest, business invitee, client or any person on the property for the benefit of the **Tenant**, which occurs on the leased property set forth in Exhibit “A”, and excepting, however, any such claim, arising out of or resulting from the act, error, omission, negligence or fault of the **Landlord**.

FURTHER, the **Tenant** agrees to indemnify and hold harmless the **Landlord** against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim, and any action or proceeding brought thereon; and if any case, action or proceeding shall be brought against the **Landlord** by reason of any such proceeding, (by counsel reasonably satisfactory to the **Landlord**), unless **Tenant** causes the same to be discharged and satisfied.

The **Landlord** agrees, without the necessity of further consent, to be represented by counsel designated by the insurance company which has issued policies to the **Tenant** naming the **Landlord** as an additional insured party in connection with any claim, action or proceeding against which the **Landlord** or **Tenant** is insured. **Tenant’s** indemnification obligation hereunder is conditioned upon **Landlord’s** reasonable cooperation in the defense of all such claims and actions without cost or expense to the **Landlord**.

Maintenance:

Thirty-first. – The **Tenant** shall be responsible for general interior maintenance of the demised premises, including but not limited to cleaning floors, emptying wastebaskets, replacement of bulbs and replacement of windows broken by the **Tenant**, its agents, employees, guests, visitors, business invitees and clients. Maintenance and replacement of the boiler and the heating, plumbing, electrical, ventilating and fire alarm systems shall be the responsibility of the **Landlord**. The **Landlord** shall be responsible for maintaining the exterior of the building, and for maintaining the grounds surrounding the building. The **Landlord** shall be responsible for snow removal of the parking lot unless the **Tenant** elects to hire a private snow removal contractor for areas utilized by the **Tenant**.

Renovations:

Thirty-second. – The **Tenant** shall assume responsibility for any renovations necessary to meet its needs and any and all renovations that may be required to have leased premises comply with building, fire, health codes and accessibility requirements of Federal and State laws and regulations.

Notice to Terminate:

Thirty-third. – The **Tenant** or **Landlord** may, upon twelve months' written notice, terminate this lease at any time during its term; and, upon termination after said notice, each party (provided the **Tenant** vacated the premises), will be relieved of any further liability under this lease.

Services Tenant will provide to the Town of East Hartford and the Board of Education:

Thirty-fourth -

Tenant will use the demised premises to provide community, educational, and government television stations to the residents of East Hartford. **Tenant's** programs are created by the residents with the objective of building and fostering a sense of community and neighborhood among the residents. **Tenant** accomplishes this by enabling the sharing of local views, information, perspectives, business activities, civic organizations, educational events and opportunities, entertainment, sporting events, and general interests. **Tenant's** programs will be focused on keeping East Hartford residents informed with respect to East Hartford's local government; Mayor's Office, Finance, Public Works, Health and Social Services, Parks and Recreation, Public Safety (Police and Fire Departments), Economic Development, East Hartford's School District, various boards and commissions (e.g. Fine Arts, Beautification, Patriotic, etc.) and local political/election activities. Important municipal meetings and events, when occurring in the Town Hall Chambers or at Board of Education facilities are broadcast both live and re-broadcast. These include regular meetings of the Town Council, Board of Education, Planning & Zoning and annual budget workshops. Additionally, **Tenant** will provide

information and notices for important public events, emergency information, and community alerts.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Witness:

TOWN OF EAST HARTFORD

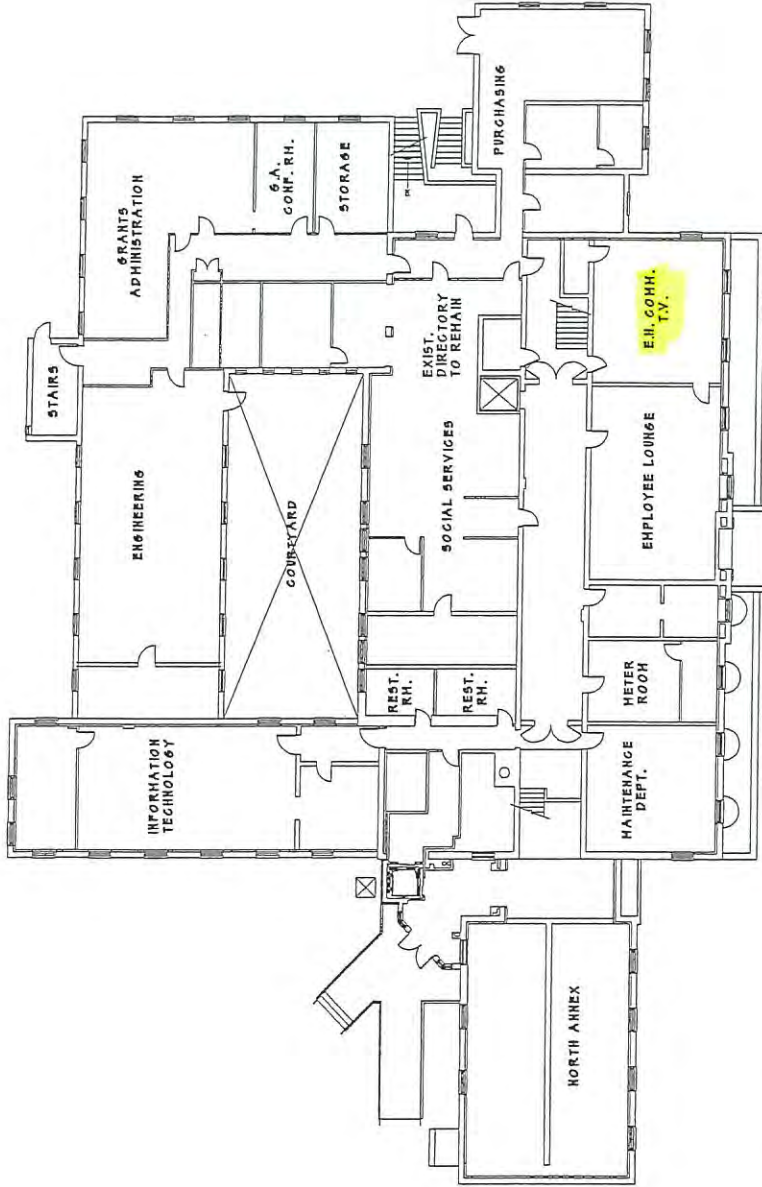
By: _____
Marcia A. Leclerc, Mayor

EAST HARTFORD COMMUNITY
TELEVISION, INC.

By: _____

Its
Duly Authorized: _____

Approved as to form: _____
Richard Gentile
Assistant Corporation Counsel



E. TOWN HALL - BASEMENT PLAN
SCALE: 1/8"=1'-0"

project

**BUILDING PLAN
 EAST HARTFORD
 TOWN HALL**
 East Hartford, Connecticut

drawing

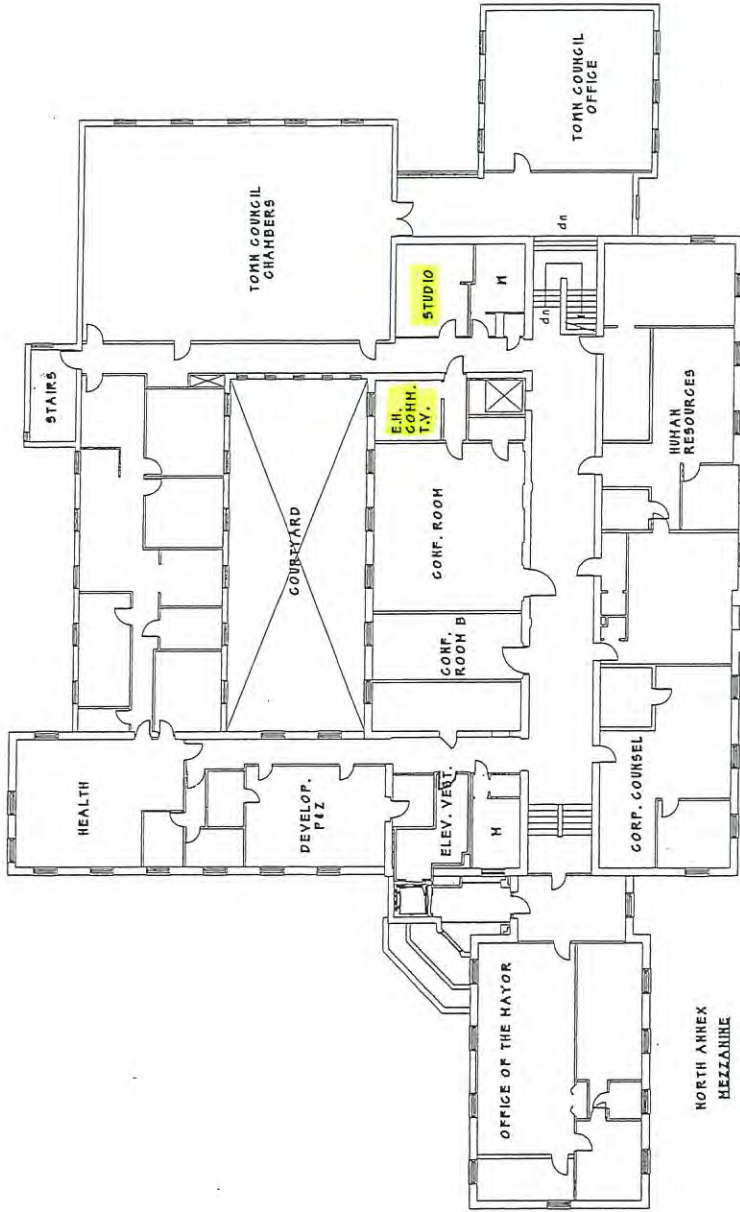
BASEMENT PLAN

sheet no.

Sheet 1

| | |
|-------------|--------------|
| date | MAY 23, 2011 |
| drawn | BD |
| scale | A5 NOTED |
| checked | DH |
| project no. | 0642 |

**CAPITAL
 STUDIO**
 architects LLC
 1379 MAIN STREET
 EAST HARTFORD CT, 06108
 860.289.3062 fax 860.289.3103



E.H. TOWN HALL - MEZZANINE & SECOND FLOOR PLAN

1/8" = 1'-0"
SIZES (1/8" = 1'-0")

project

**BUILDING PLAN
EAST HARTFORD
TOWN HALL**
East Hartford, Connecticut

drawing

**MEZZANINE & SECOND
FLOOR PLAN**

sheet no.

Sheet 3

| | |
|-------------|--------------|
| date | MAY 23, 2011 |
| drawn | ED |
| scale | AS NOTED |
| checked | DH |
| project no. | 0642 |

**CAPITAL
STUDIO**
architects LLC
1379 MAIN STREET
EAST HARTFORD CT. 06108
860.289.3362 fax 860.289.3163



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: June 30, 2016
TO: Richard F. Kehoe
FROM: Mayor Marcia A. Leclerc *ML*
RE: REFERRAL- Fees Committee

In the past the Town has made tri-fold town maps available to the public free of charge. With a need for the town to be fiscally prudent I request that the fees committee consider adopting a fee of \$1 for the maps that would be sold to the public through the Town Clerks Department.

Please place this on the Town Council agenda for the July 12, 2016 Town Council meeting.

Thank you.

C: M. Walsh, Finance Director
R. Pasek, Town Clerk