

*Robert J. Barboza*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET 2021 JUL 29 AM 10:14  
EAST HARTFORD, CONNECTICUT  
AUGUST 3, 2021 TOWN CLERK  
EAST HARTFORD

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

=====  
This meeting can be viewed through Comcast channel 96 and 1090 and Frontier channel 6018 or by clicking on <https://ehct.viebit.com>

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. July 13, 2021 Executive Session
  - B. July 13, 2021 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Disposition of Town-owned Property Other Than Real Estate
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Setting a Public Hearing Date of Tuesday, August 17, 2021 re: City and Town Development Act
  - B. Non-union Employee Pay Increases for FY22
  - C. FCC: Emergency Connectivity Fund Program
  - D. Department of Children and Families: 2021-2023 Youth Service Bureau Grant
  - E. Retirement Plan for Paraprofessional Employees of the Town of East Hartford Board of Education
  - F. Outdoor Amusement Permit Application: Intercommunity National Health Center Week:
    1. Approval of Application
    2. Waiver of Permit Application Fee
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Workers' Compensation Claim of former Town and Board of Education employee, Eric Barboza.
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: August 17<sup>th</sup>)

*Robert F. Kehoe*

TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"

JULY 13, 2021

2021 JUL 19 AM 8:27

EXECUTIVE SESSION

TOWN CLERK  
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina  
In Chambers Wilson, Minority Leader Esther B. Clarke, Councillors Connor Martin, Angela  
Parkinson and John Morrison

PRESENT Councillor Patricia Harmon  
Via Teams

ABSENT Councillor Awet Tsegai

ALSO Marcia A. Leclerc, Mayor via Teams  
PRESENT Scott Chadwick, Corporation Counsel  
Attorney James Hartley, Drubner Hartley & Hellman  
Attorney Charles Hellman, Drubner Hartley & Hellman

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:05 p.m.

MOTION By Esther Clarke  
seconded by Don Bell  
to **go into** Executive Session to discuss the pending claims against  
Purdue Pharma, L.P. and its affiliated debtors in Chapter 11 Bankruptcy,  
Case No. 19-23649.  
Motion carried 8/0.

MOTION By Esther Clarke  
seconded by Don Bell  
to **go back to** Regular Session.  
Motion carried 8/0.

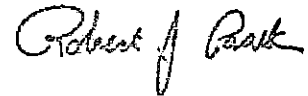
ADJOURNMENT

MOTION By Esther Clarke  
seconded by Don Bell  
to **adjourn** (7:39 p.m.)  
Motion carried 8/0.

Attest

*Richard F. Kehoe*

Richard F. Kehoe  
Town Council Chair



EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS/MICROSOFT TEAMS JUL 19 AM 8:27

JULY 13, 2021

TOWN CLERK  
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina  
in Chambers Wilson, Minority Leader Esther B. Clarke, Councillors Connor Martin, Angela  
Parkinson, Awet Tsegai (arrived 8:31pm) and John Morrison

PRESENT Councillor Patricia Harmon  
via Teams

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:52 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.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

None

APPROVAL OF MINUTES

June 15, 2021 Regular Meeting

MOTION By Sebrina Wilson  
seconded by Connor Martin  
to **approve** the minutes of the June 15, 2021 Regular Meeting.  
Motion carried 8/0.

June 22, 2021 Special Meeting

MOTION By Sebrina Wilson  
seconded by Connor Martin  
to **approve** the minutes of the June 22, 2021 Special Meeting.  
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

EHPD K-9 Division: The Daniel Wasson Award

Chief of Police Scott Sansom was pleased to announce that two police officers in East Hartford's K-9 Division were, once again, recognized for their heroic actions apprehending

violent suspects. Lieutenant Michael DeMaine introduced Officer Juan Rivera and K9 Capo who won the 2020 Daniel Wasson and Officer Todd Mona and K9Casus who placed 1<sup>st</sup> Runner-up for that award. The Council, along with Mayor Leclerc, extended their heartfelt gratitude for a job well done.

#### Resignation of Dan and Betty Russell from the Commission on Culture and Fine Arts

Chair Kehoe announced the resignation of Dan and Betty Russell from the Commission on Culture and Fine Arts. He thanked them for their many years of dedicated service to the town of East Hartford.

#### Disposition of Town-owned Property Other Than Real Estate

The Chair stated that the Mayor intends to dispose of the following items, having been certified by the Finance Director to be unsuitable for town use:

- three vehicles from the Public Works Department determined to have met their life expectancy and will go to auction; and
- various obsolete and damaged office equipment from the Library, Mayor's Office and Police Department

Pursuant to §10-3 (c) of the Code of Ordinances, the Mayor must notify the Council of her decision to dispose of such furniture/equipment. No action by the Council is necessary.

#### NEW BUSINESS

##### 2021 Justice Assistance Grant Program (JAG)

MOTION       By Connor Martin  
                  seconded by Don Bell  
                  to **adopt** the following resolution:

**WHEREAS** the U.S. Department of Justice, Bureau of Justice Assistance, has made funding available to the Town of East Hartford under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS** these funds may be used to improve or enhance Law Enforcement Programs with no cash match required by the Town of East Hartford.

**NOW THEREFORE LET IT BE RESOLVED** That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required as they pertain to this Justice Assistance Grant.

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

##### Appointments to Charter Revision Commission

MOTION       By Awet Tsegai  
                  seconded by John Morrison  
                  to **appoint** the following individuals to the Charter Revision Commission:

Eric Thompson, 9 Warren Drive  
Travis Simpson, 119 Naubuc Avenue  
Tom Rup, 24 Sunset Ridge Drive  
Richard Bates, 103 Timber Trail  
Marcia Leclerc, 673 Burnham Street  
Don Bell, 1323 Burnside Avenue  
Shelby Brown, 2 Sunset Ridge Drive  
Angel Santiago, 700 Forbes Street  
Deb Arietta, 6 Sunset Ridge Drive

Motion carried 9/0.

State of Connecticut Department of Transportation 5310 Program Grant Application

MOTION By Don Bell  
seconded by Awet Tsegai  
to **adopt** the following resolution:

**WHEREAS** the state Department of Transportation has made available grant funds to enhance the mobility of seniors and individuals with disabilities; and

**WHEREAS** these funds can be used to purchase a wheelchair-accessible vehicle.

NOW THEREFORE LET IT BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the state Department of Transportation for financial assistance for the purpose of funding the purchase of a wheelchair accessible van.

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

Sunset Ridge Cell Tower Lease Extension

MOTION By Angie Parkinson  
seconded by Connor Martin  
that pursuant to Section 10-4a. of the Town of East Hartford Code of Ordinances, the Town Council **approve** the attached First Amendment to Tower Lease With Option, by and between the Town of East Hartford and T-Mobile Northeast, LLC.  
Motion carried 9/0.

*The first amendment to the lease follows these minutes.*

5-year Capital Improvement Plan: Municipal Tax-exempt Lease Purchase

MOTION By Don Bell  
seconded by Connor Martin  
to **adopt** the following resolution:

WHEREAS the town of East Hartford approved the purchase of various capital equipment including Town Hall furniture, vehicles for the Police, Fire and Public Works departments, and a Fire department microwave link and laryngoscope as part of the Town of East Hartford's Approved 5-Year Capital Improvement Plan for the fiscal years 2021-22 through 2025-26; and

WHEREAS the cost of the various capital equipment designated for lease-purchase financing totals \$1,724,818; and

WHEREAS the Town will budget \$446,390 in fiscal years 2022-23 through 2025-26 in the General Operating Fund to pay principal and interest on the purchases.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with TD Equipment Finance, Inc. or their affiliates in the principal amount not to exceed \$1,724,818. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

BE IT FURTHER RESOLVED that the Town declares its intent to be reimbursed for any temporary advances from the General Fund to pay for any part of the equipment from proceeds of the lease financing in accordance with Treasury Regulation 26CFR1.103-18 and/r 26CFR1.150-2.

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

Appointments to Various Boards and Commissions:

MOTION By Angie Parkinson  
seconded by Esther Clarke  
to **approve** the following appointments:

- To the Building Board of Appeals –  
Daniel Bogosian, 10 May Street; term to expire December 2023
- To the Zoning Board of Appeals –  
Daniel Bogosian, Alternate, 10 May Street; term to expire December 2023
- To the Economic Development Commission –  
James Arsenault, Jr., 25 Pheasant Lane; term to expire December 2022
- To the Commission on Culture and Fine Arts –  
Laura Kay Wilson, 140 Harvest Lane; term to expire December 2023
- To the Inland-Wetlands Environmental Commission –  
Tony Le, 53 Elida Court; term to expire December 2022

Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

*Awet Tsegai* inquired on the progress of the Senior Center. *Mayor Leclerc* summarized the "to-do" list for the finishes to the Senior Center. She indicated that September 2021 is the targeted date for the opening.

Sebrina Wilson asked if the Mayor had any plans for town projects before her term ends in November. *The Mayor indicated that there are several matters pending which include ARPA funding that she and Finance Director Linda Trzetzak are working on. The Mayor regrets that the renovation of Wickham Library will not come to fruition before the end of her term. Also, the renovations to the North End Community Center (formerly the North End Senior Center) will extend beyond her term.*

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

#### Purdue Pharma, L.P. and Affiliated Debtors in Chapter 11 Bankruptcy, Case No. 19-23649

MOTION      By Sebrina Wilson  
                  seconded by Connor Martin  
                  that the Town Council, on behalf of the Town of East Hartford, votes to **oppose** the confirmation of the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma, L.P. and its affiliated debtors, Chapter 11, Case No. 19-23649, as a settlement of its claims against Purdue Pharma, L.P. and its affiliated debtors in such Chapter 11 bankruptcy case.  
                  Motion carried 8/1. **Nay:** Bell


#### OPPORTUNITY FOR RESIDENTS TO SPEAK

Marc Weinberg, 68 Silver Lane, (1) agreed with the Councillors' decision on the Purdue Pharma matter; (2) recognized the July birthday of Angela Attenello; (3) congratulated the East Hartford Police Department's K9 Division for their dedication to the town; and (4) believes that, while the Corona virus is under control, the danger of another virus evolving is possible.

#### ADJOURNMENT

MOTION      By Esther Clarke  
                  seconded by Don Bell  
                  to **adjourn** (9:26p.m.).  
                  Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be August 3<sup>rd</sup>. The Chair indicated that the Microsoft platform "Teams" will no longer be implemented since Town Hall is now opened to the public.

Attest   
Angela M. Attenello  
TOWN COUNCIL CLERK

**FIRST AMENDMENT TO TOWER LEASE WITH OPTION**

This First Amendment to Tower Lease with Option Agreement (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Town of East Hartford, a Connecticut municipality, with an address of 740 Main Street, East Hartford, Connecticut ("Landlord") T-Mobile Northeast, LLC, a Delaware limited liability company, with an address of 4 Sylvan Avenue, Parsippany, NJ 07054, successor in interest to Omnipoint Communications, Inc. ("Tenant").

**WHEREAS**, Landlord and Tenant entered into that certain Tower Lease with Option Agreement dated June 28, 2006 (the "Agreement") whereby Landlord leased to Tenant a portion of a tower owned by Landlord, and located at; located at 100 Sunset Ridge Road, East Hartford, Connecticut;

**WHEREAS**, Landlord and Tenant hereby affirm that, as of the date hereof: (i) no breach or default by Landlord or Tenant occurred; and (ii) the Agreement, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement as follows;

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Upon expiration of the current lease term on November 30, 2021 the term will automatically renew for two (2) separate consecutive additional periods of five (5) years, each being defined as an "Extension term".
2. Effective November 30, 2021, the Rent that Tenant pays Landlord will be increased to THIRTY-SIX THOUSAND dollars (\$36,000) per year. Rent shall then increase annually, for each additional year during an Extension term by three (3%) over the rent for the previous year. Exhibit B-1 replaces Exhibit B in the agreement.
3. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
4. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
5. This Agreement may be executed by original, facsimile, or electronic signatures and in any number if counterparts which shall be considered one instrument. Counterparts, signed facsimile, and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
6. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

Site Name: CT1737/E Hartford Town SST  
T-Mobile Site Number: CT11737C  
Market: New England-CT



7. Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year last written below.

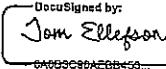
**LANDLORD**

Town of East Hartford  
a Connecticut Municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT**

T-Mobile Northeast LLC a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Tom Ellefson  
Title: SVP Engineering  
Date: 6/22/2021

TMO Legal  
2021.06.07  
11:14:19  
-04'00'



Site Name: CT737/E Hartford Town SST  
T-Mobile Site Number: CT11737C  
Market: New England-CT

**B-1**

Site Name: CT737/E Hartford Town SST  
T-Mobile Site Number: CT11737C  
Market: New England-CT

APPLICANT:  
**T-Mobile**  
**T-MOBILE NORTHEAST LLC**  
 316 GREEN ROAD SOUTH  
 BLOOMFIELD, CT 06002  
 860-882-7100

PROJECT MANAGER  
**MORTINEAST**  
 420 MAIN STREET, SUITE 101  
 STURBRIDGE, MA 01566  
 303-278-4089

CONSULTANT:  
**FORESITE**  
 462 WALNUT STREET  
 NEWTON, MA 02460  
 978-553-9263

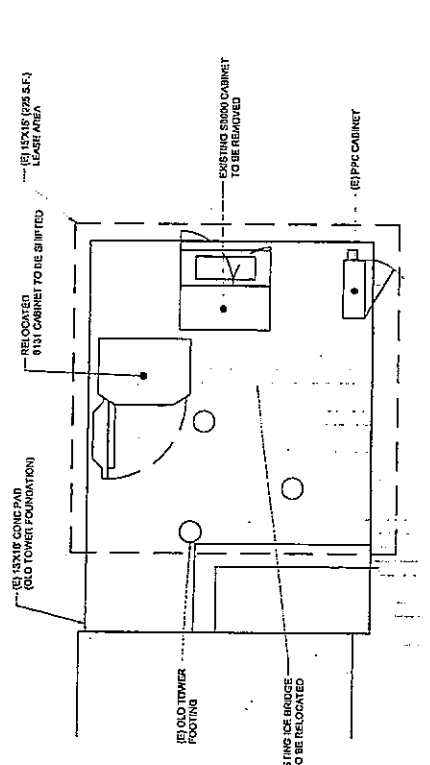


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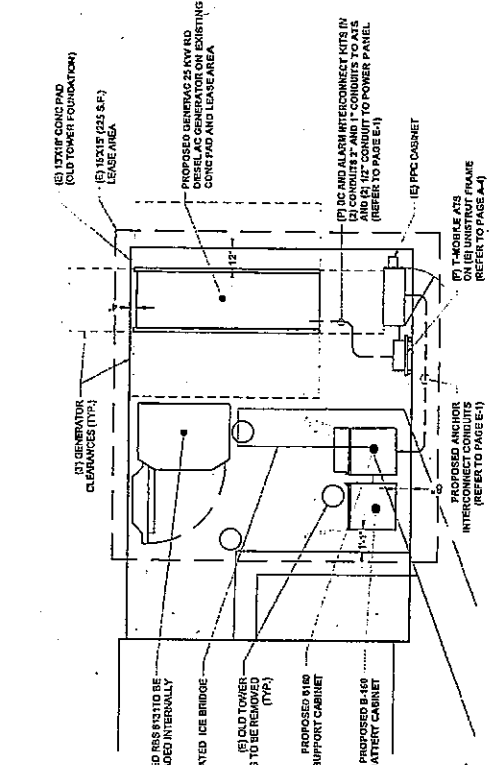
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A	PRELIMINARY	12/07/18
0	SIGNED AND SEALED	12/10/18
1	REVISED GENERATOR	09/03/21
2	COMBINED NHP AND ANCHOR	03/03/21

SITE NUMBER: CT11787C  
 PROJECT NUMBER: 100 SUNSET BRIDGE RD  
 EAST HARTFORD, CT 06108

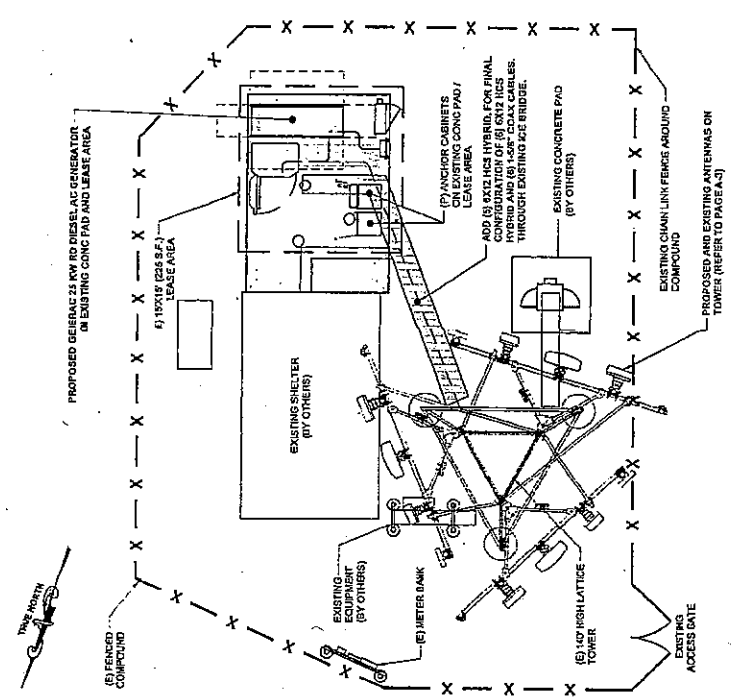
SHEET TITLE:  
 NHP PLAN



**EXISTING LAYOUT**  
 SCALE: 3/16" = 1'-0"



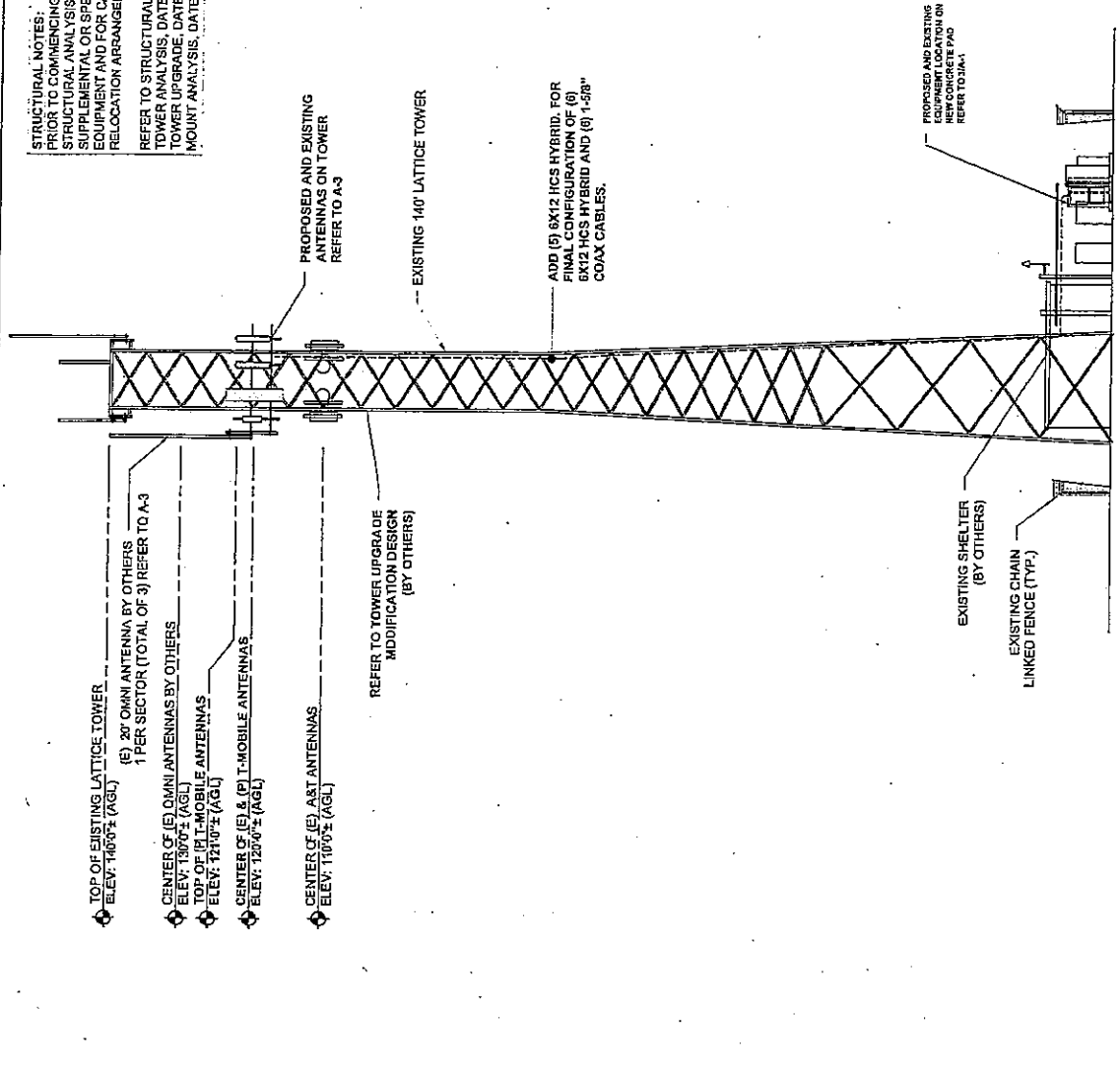
**PROPOSED LAYOUT**  
 SCALE: 3/16" = 1'-0"



**SITE PLAN**  
 SCALE: 3/32" = 1'-0"

**STRUCTURAL NOTES:**  
 PRIOR TO COMMENCING CONSTRUCTION, CC SHALL REFER TO TOWER  
 STRUCTURAL ANALYSIS TO DETERMINE IF THERE ARE ANY  
 SUPPLEMENTAL OR SPECIAL REQUIREMENTS FOR TOWER TOP  
 EQUIPMENT AND FOR CABLE BUNDLING, SHIELDING, MOUNTING OR  
 RELOCATION ARRANGEMENTS.

REFER TO STRUCTURAL REPORTS / DRAWINGS:  
 TOWER ANALYSIS, DATED 12/29/20 BY CENTERLINE COMMUNICATIONS.  
 TOWER UPGRADE, DATED 12/29/20 BY CENTERLINE COMMUNICATIONS.  
 MOUNT ANALYSIS, DATED 06/11/20 BY ECI GLOBAL, INC.



- TOP OF EXISTING LATTICE TOWER  
ELEV: 140'± (AGL)
- (E) 20' OMNI ANTENNA BY OTHERS  
1 PER SECTOR (TOTAL OF 3) REFER TO A-3
- CENTER OF (E) OMNI ANTENNAS BY OTHERS  
ELEV: 130'± (AGL)
- TOP OF (E) T-MOBILE ANTENNAS  
ELEV: 121'± (AGL)
- CENTER OF (E) & (P) T-MOBILE ANTENNAS  
ELEV: 120'± (AGL)
- CENTER OF (E) A&T ANTENNAS  
ELEV: 110'± (AGL)

REFER TO TOWER UPGRADE  
 MODIFICATION DESIGN  
 (BY OTHERS)

PROPOSED AND EXISTING  
 ANTENNAS ON TOWER  
 REFER TO A-3

EXISTING 140' LATTICE TOWER

ADD (5) 6X12 HCS HYBRID, FOR  
 FINAL CONFIGURATION OF (6)  
 6X12 HCS HYBRID AND (6) 1-50"  
 COAX CABLES.

PROPOSED AND EXISTING  
 EQUIPMENT LOCATION ON  
 CONCRETE PAD  
 REFER TO A-3

EXISTING SHELTER  
 (BY OTHERS)

EXISTING CHAIN  
 LINKED FENCE (TYP.)

1  
 A-2

ELEVATION  
 SCALE: 1/16" = 1'-0"

**APPLICANT:**  
**T-Mobile**  
 T-MOBILE NORTHEAST LLC  
 35 GRIFFIN ROAD SOUTH  
 BLOOMFIELD, CT 06002  
 860-492-7100

**PROJECT MANAGER:**  
 MONTREAL  
 420 MAIN STREET, BLDG 4  
 STURBRIDGE, MA 01566  
 203-275-0869

**CONSULTANT:**  
**FORESITE**  
 482 WALNUT STREET  
 NEWTON, MA 02460  
 617-212-3123



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A	PRELIMINARY	12/07/18
0	SIGNED AND SEALED	12/16/18
1	REVISED GENERATOR	03/03/21
2	COMBINED NHP AND ANCHOR	03/03/21

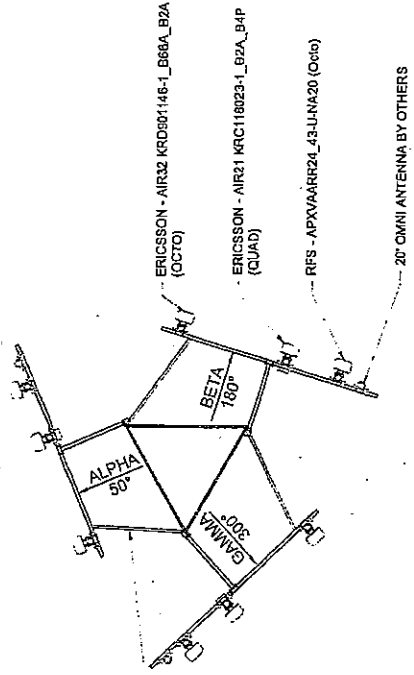
SITE NUMBER: CT112740  
 SITE NAME: CT TOWER HARTFORD TOWER SST  
 SITE ADDRESS: 100 SUNSET RIDGE RD  
 EAST HARTFORD, CT 06108

SHEET TITLE:  
 A-2: ELEVATION

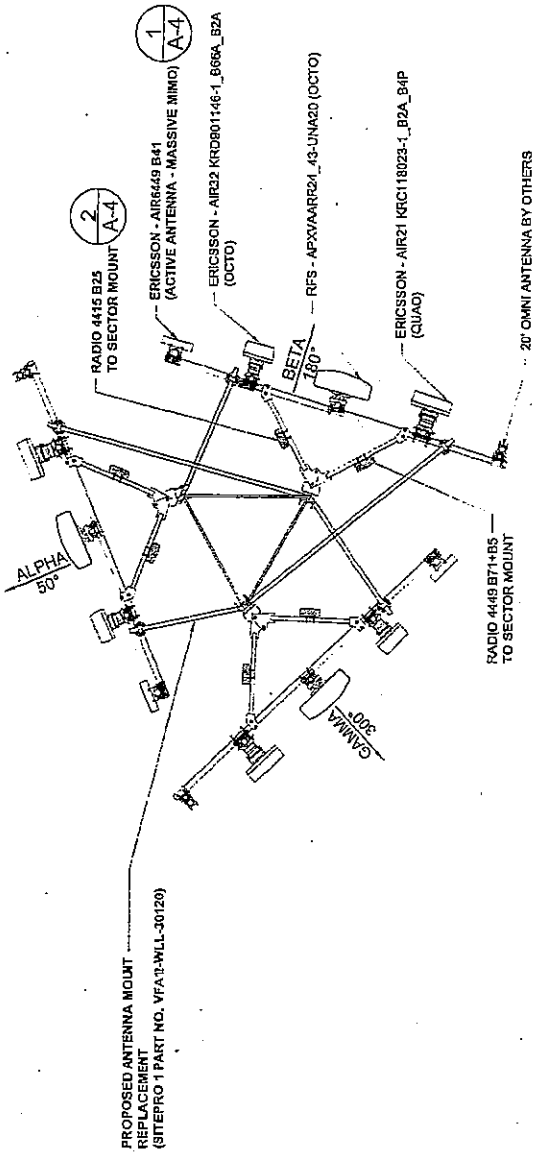
**STRUCTURAL NOTES:**  
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 STRUCTURAL ANALYSIS TO DETERMINE IF THERE ARE ANY  
 SUPPLEMENTAL OR SPECIAL REQUIREMENTS FOR TOWER TO  
 EQUIPMENT AND FOR CABLE BUNDLING, SHIELDING, MOUNTING OR  
 RELOCATION ARRANGEMENTS.  
 REFER TO STRUCTURAL REPORTS / DRAWINGS:  
 TOWER ANALYSIS, DATED 1/29/20 BY CENTERLINE COMMUNICATIONS,  
 TOWER UPGRADE, DATED 1/29/20 BY CENTERLINE COMMUNICATIONS,  
 MOUNT ANALYSIS, DATED 05/11/20 BY EFI GLOBAL, INC.

EXISTING ANTENNA MOUNT TO BE  
 REPLACED

**EXISTING ANTENNA PLAN**



**FINAL ANTENNA PLAN**

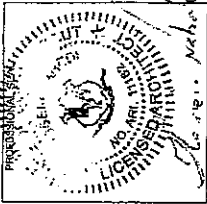


**ANTENNA PLAN**  
 SCALE: NTS

APPLICANT:  
**T-Mobile**  
 T-MOBILE NORTHEAST LLC  
 35 GREEN ROAD, SOUTH  
 BLOOMFIELD, CT 06002  
 860-682-7100

PROJECT MANAGER  
 HUNTHEAST  
 420 MAIN STREET, BLDG 4  
 STURBRIDGE, MA 01566  
 203-276-6868

CONSULTANT:  
**FORESITE**  
 482 WALNUT STREET  
 NEWTON, MA 02459  
 617-551-3125



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REV	DESCRIPTION	DATE
A	PRELIMINARY	12/07/18
0	SIGNED AND SEALED	12/10/18
1	REVISED GENERATOR	03/09/21
2	COMBINED NHP AND ANCHOR	03/02/21

SITE NUMBER: CT11707C  
 SITE NAME: TOWER 10000  
 SITE ADDRESS: 100 SUNSET RIDGE RD.  
 EAST HARTFORD, CT 06108

SHEET TITLE:  
 A-3: ANTENNA PLAN

APPLICANT:  
**T-Mobile**  
 T-MOBILE NORTHEAST LLC  
 35 GRIFFIN ROAD SOUTH  
 BLOOMFIELD, CT 06002  
 860-692-7700

PROJECT MANAGER:  
 NORTHEAST  
 420 MAIN STREET, BLDG 4  
 STURBRIDGE, MA 01566  
 203-276-6869

CONSULTANT:  
**FORESITE**  
 482 WALNUT STREET  
 NEWTON, MA 02459  
 617-212-3123

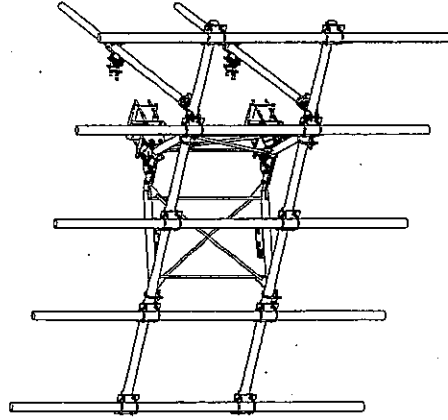


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REV	DESCRIPTION	DATE
A	PRELIMINARY	12/07/10
0	SIGNED AND SEALED	12/10/10
1	REVISED GENERATOR	03/02/11
2	COMBINED RHP AND ANCHOR	03/02/11

SITE NUMBER: CT1131YC  
 SITE NAME: CT131RE HARTFORD TOWN SST  
 SITE ADDRESS: 100 SUNSET RIDGE RD  
 EAST HARTFORD, CT 06108

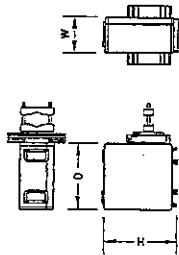
SHEET TITLE:  
 A-4: EQUIPMENT SPECIFICATIONS



PROPOSED ANTENNA MOUNT REPLACEMENT (SEE P&ID 1) (PART NO. WAD-104-10000) 12" HEAVY DUTY V-FRAME ASSEMBLY W/2 5/8" DIA. S&M MOUNT PIPES

**SECTOR MOUNT**  
 N.T.S.

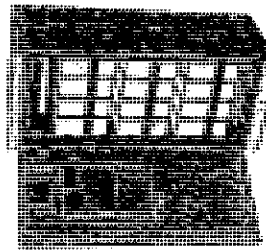
5  
 A-4



REMOTE RADIO UNIT SPECIFICATIONS	
MODEL #	RADIO 4118 R02
MANUF.	ERICSSON
HEIGHT	14.0"
WIDTH	13.2"
DEPTH	6.4"
WEIGHT	48.3 LB

**REMOTE RADIO UNIT**  
 N.T.S.

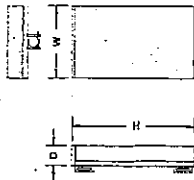
2  
 A-4



BATTERY CABINET SPECIFICATIONS	
MODEL #	BTB0
MANUF.	ERICSSON
HEIGHT	57"
WIDTH	20"
DEPTH	20"
WEIGHT	199.2 LB

**BATTERY CABINET**  
 N.T.S.

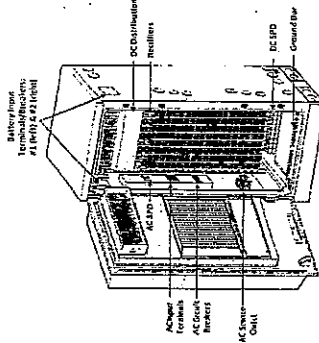
4  
 A-4



ERICSSON ANTENNA SPECIFICATIONS	
MODEL #	ANR48 B41
MANUF.	ERICSSON
HEIGHT	33.1"
WIDTH	20.5"
DEPTH	8.2"
WEIGHT	110 LB

**ERICSSON ANTENNA**  
 N.T.S.

1  
 A-4



SITE SUPPORT CABINET SPECIFICATIONS	
MODEL #	0160
MANUF.	ERICSSON
HEIGHT	67"
WIDTH	25.6"
DEPTH	32.5"
WEIGHT	605 LB

**SITE SUPPORT CABINET**  
 N.T.S.

3  
 A-4

**APPLICANT:**  
**T-Mobile-Northeast LLC**  
 36 GRIFFIN ROAD SOUTH  
 BLOOMFIELD, CT 06002  
 800-892-7100

**PROJECT MANAGER:**  
 HOA THE EAST  
 120 MAIN STREET, BLDG 4  
 STURBRIDGE, MA 01566  
 203-275-9869

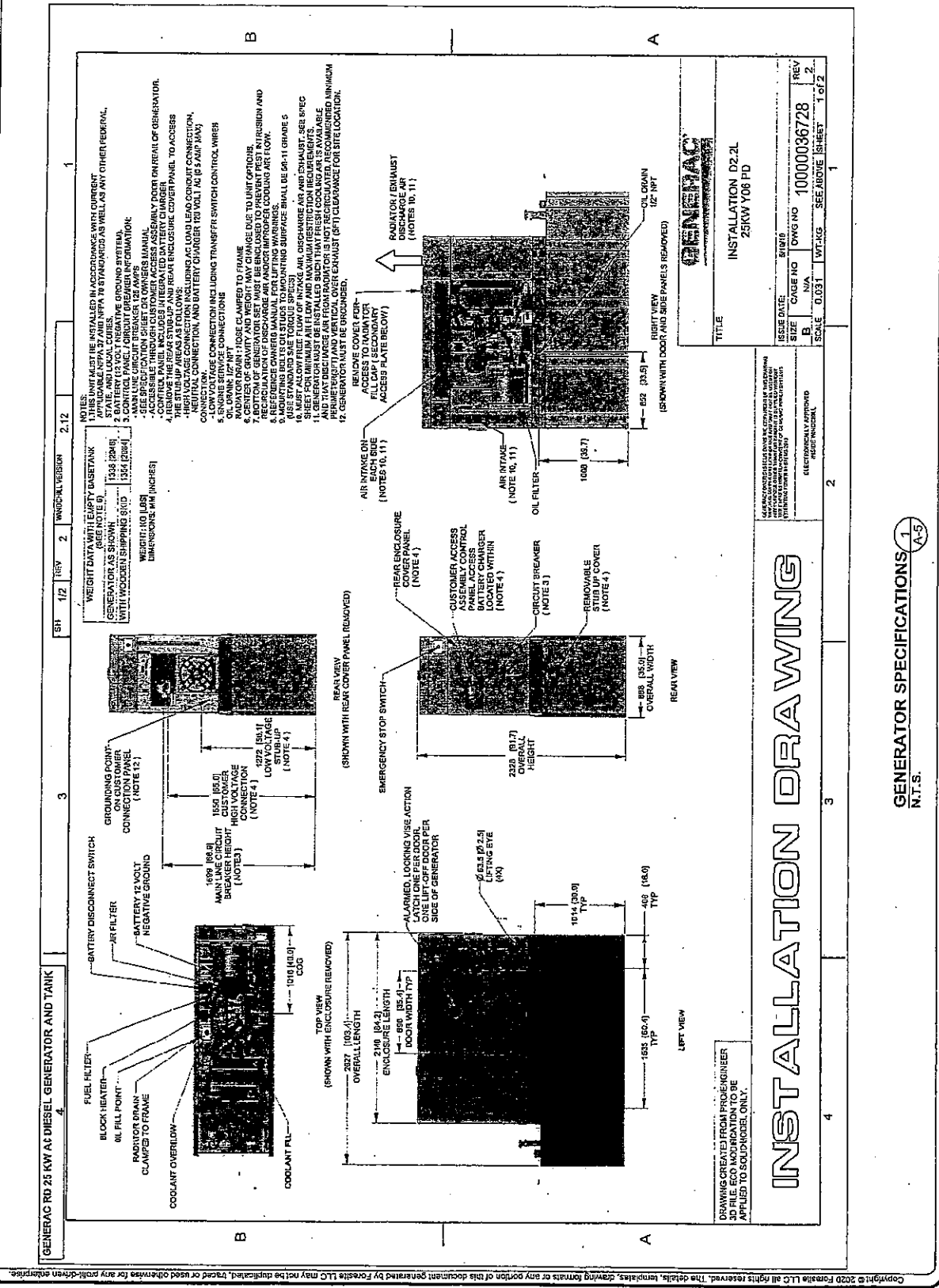
**CONSULTANT:**  
**FORESITE LLC**  
 462 WALKMIT STREET  
 NEWTON, MA 02460  
 017-272-3123



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REV	DESCRIPTION	DATE
A	PRELIMINARY	12/07/16
0	SIGNED AND SEALED	12/10/16
1	REVISED GENERATOR	03/03/21
2	COMBINED NIP AND ANCHOR	03/03/21

SITE NUMBER: CT11237C  
 SITE NAME: CT/2/E HARTFORD TOWN SST  
 SITE ADDRESS: 100 SUNSET RIDGE RD  
 EAST HARTFORD, CT 06108  
 SHEET TITLE:  
 A-5: GENERATOR SPECIFICATIONS



**INSTALLATION DRAWING**

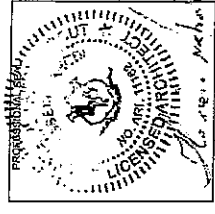
GENERATOR SPECIFICATIONS 1  
 N.T.S.

DocuSign Envelope ID: C7DB448F-3038-4045-AC3F-8AB32D252932

APPLICANT:  
**T-Mobile**  
**NORTHEAST LLC**  
 35 GRIFFIN ROAD SOUTH  
 BLOOMFIELD, CT 06032  
 860-882-7100

PROJECT MANAGER:  
**NORTHEAST**  
 430 MAIN STREET, BLDG 4  
 STURBRIDGE, MA 01566  
 203-275-8669

CONSULTANT:  
**FORESITE LLC**  
 482 WALNUT STREET  
 NEWTON, MA 02459  
 617-212-3123

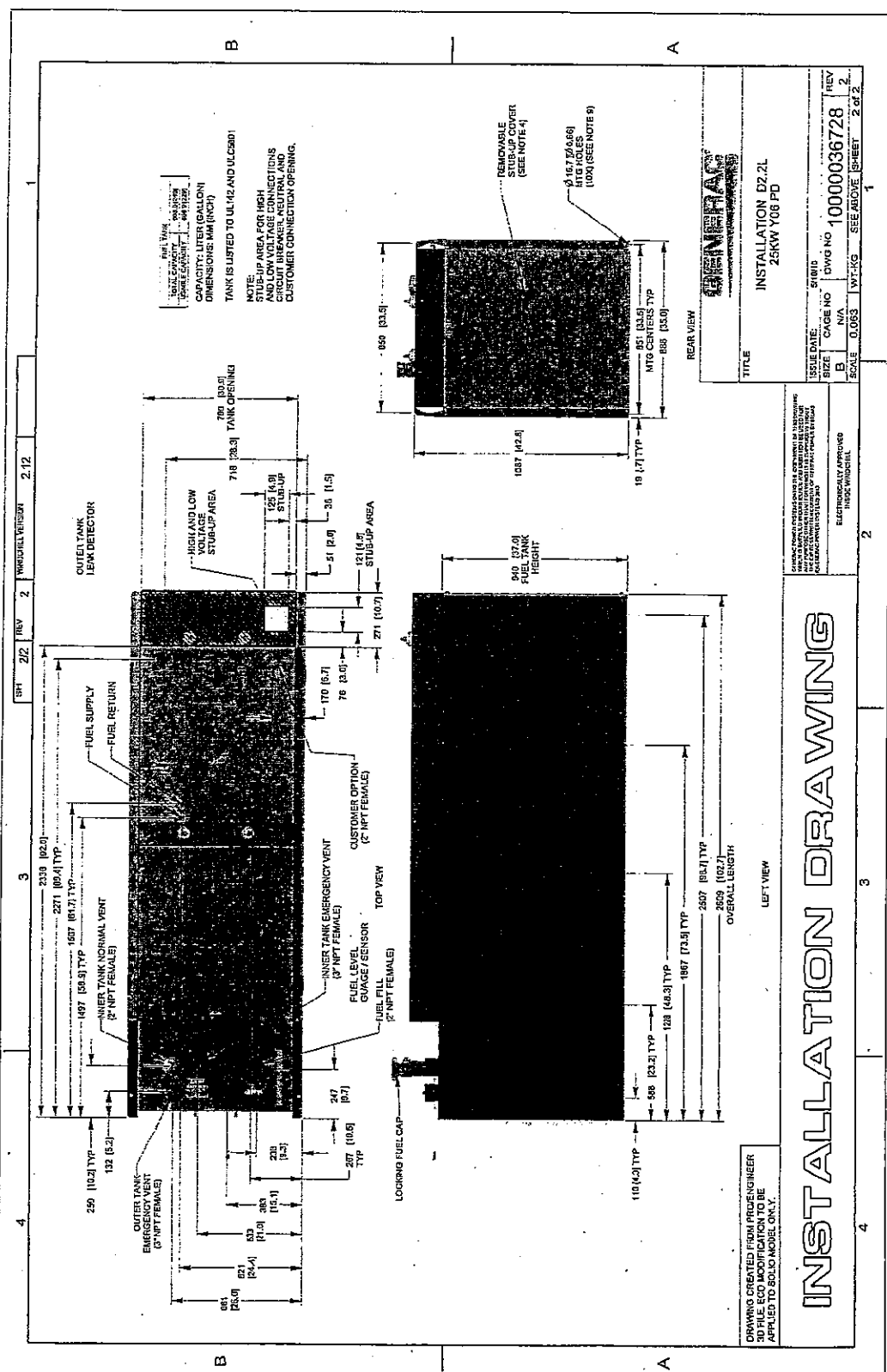


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REV	DESCRIPTION	DATE
A	PRELIMINARY	12/07/18
0	SIGNED AND SEALED	12/10/18
1	REVISED GENERATOR	01/03/21
2	COMBINED NRP AND ANCHOR	02/02/21

SHEET NUMBER: C714 P1/C  
 SITE NAME: C7147/E HARTFORD TOWN S1  
 SITE ADDRESS: 100 SUNSET RIDGE RD  
 EAST HARTFORD, CT 06108

SHEET TITLE:  
**A-6: GENERATOR SPECIFICATIONS**



# INSTALLATION DRAWING

GENERATOR SPECIFICATIONS 1  
 N.T.S. A-6

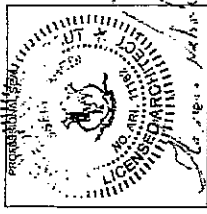
DRAWING CREATED FROM PROS ENGINEER 3D FILE. ESO MODIFICATION TO BE APPLIED TO BOLLU MODEL ONLY.



**APPLICANT:**  
**T-Mobile®**  
**T-MOBILE NORTHEAST LLC**  
 35 GREEN ROAD SOUTH  
 BLOOMFIELD, CT 06002  
 855-852-7100

**PROJECT MANAGER:**  
**HORTHEAST**  
 420 MAIN STREET, BLDG 3  
 STURABOGE, MA 01586  
 203-275-6809

**CONSULTANT:**  
**FORESITE LLC**  
 482 WALNUT STREET  
 NEWTON, MA 02460  
 9742123123

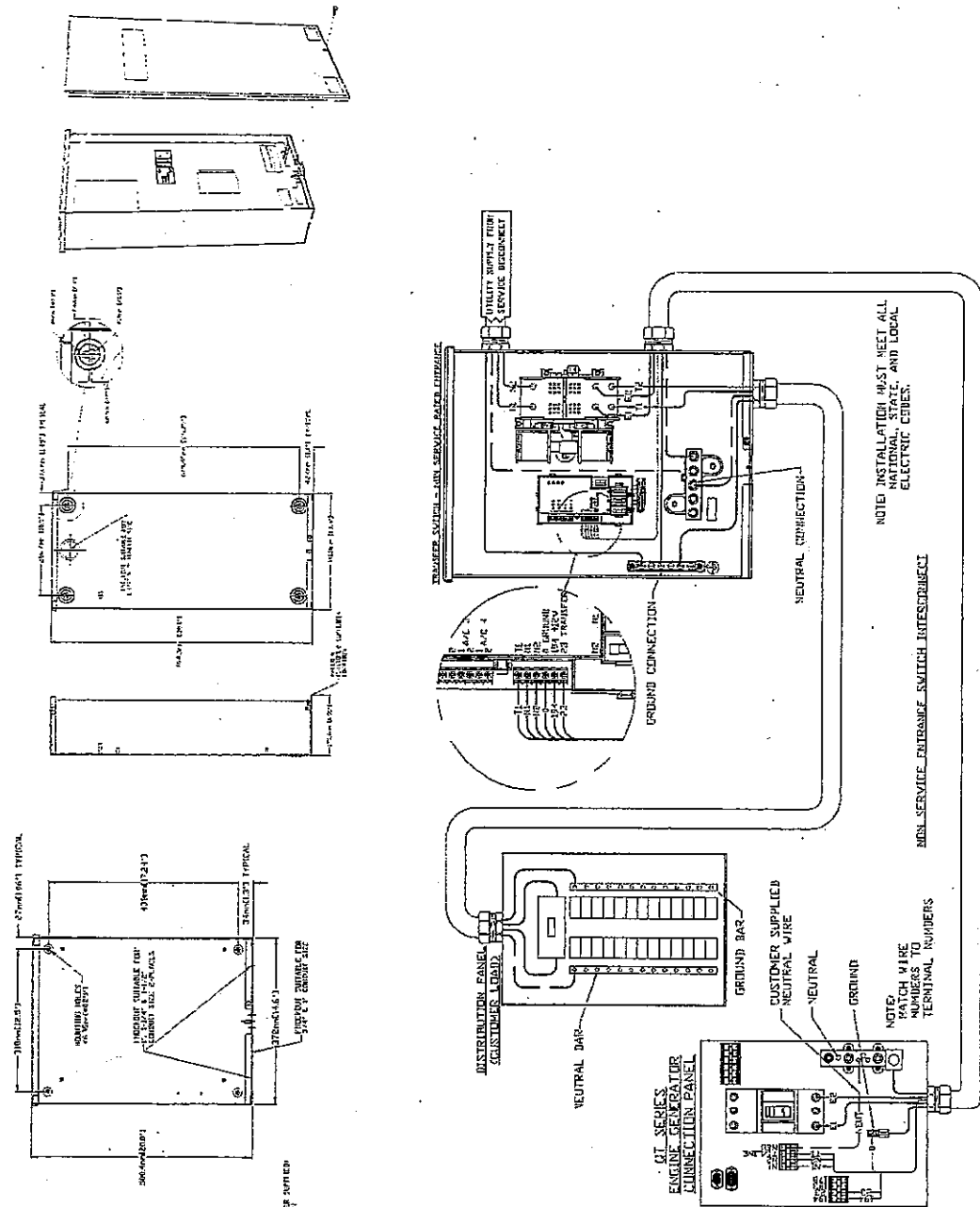


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REV	DESCRIPTION	DATE
A	PRELIMINARY	12/07/19
0	SIGNED AND SEALED	12/10/19
1	REVISED GENERATOR	03/06/21
2	COMBINED NHP AND ANCHOR	03/03/21

SITE NUMBER: CT1737C  
 SITE NAME: T-MOBILE NORTHEAST  
 SITE ADDRESS: 100 SUNSET RIDGE RD  
 EAST HARTFORD, CT 06110


SHEET TITLE:  
**A-7: AUTOMATIC TRANSFER SWITCH**  
 DETAILS



**AUTOMATIC TRANSFER SWITCH DETAILS**  
 SCALE: N.T.S.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 26, 2021  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: Ordinance 10-3(c) Disposition of Town-Owned Property Other than Real Estate

---

Pursuant to Section 10-3 (c), this memo serves as a notification of intent by the Mayor to dispose of the following Town-Owned property, certified by the Finance Director to be unsuitable for Town use.

- Red rocks, timber, storage trailer #2, 4 heavy duty tail gates, a 2012 Ford E350 Bus, and a 1994 Royer Screener from the Department of Public Works, determined to have met their life expectancy. Some of these items will be put up for auction, others will be disposed of.

The above property has been offered to all Departments via email, in accordance with Ordinance 10-3(c). There is no use for this property within other departments.

Please place this item on the Town Council agenda for the August 3, 2021 meeting.


C: J. Lawlor, Public Works Director  
R. Day, Fleet Maintenance  
L. Trzetzkiak, Finance Director

Sec. 10-3 (c):

(c) Notwithstanding the provisions of subsection (a) of this section, the Mayor may authorize the disposal of any furniture or equipment that is determined by the Finance Director to be unsuitable for town use and of any computer equipment that is determined by the Information Technology Manager to be unsuitable for town use because of obsolescence or damage, provided no Director has indicated an interest in the property within fourteen days of notice of intent to dispose by the Mayor, and provided further, that if such furniture or equipment has some use other than for town use, such furniture or equipment shall be disposed by auction or other means of sale. The Mayor shall notify in writing the Town Council of any disposal or auction of property pursuant to this section prior to such disposal or auction.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 26, 2021  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: City and Town Development Act

---

Please see the attached memo from Assistant Corporation Counsel Rich Gentile which outlines the steps for the Town to re-adopt the City and Town Development Act. The Act was first adopted by referendum in 2016 and requires re-adoption every five years.

Please place this item on the Town Council agenda for the August 3, 2021 meeting. I ask that the Council set a public hearing date for August 17, 2021.

C: E. Buckheit, Development Director  
R. Gentile, Asst. Corp. Counsel



TO: Mayor Marcia Leclerc

FROM: Eileen Buckheit, Development Director

*EB*

DATE: July 22, 2021

RE: August 3, 2021 Town Council agenda item – City and Town Development Act

I am respectfully requesting an item be placed on the August 3, 2021 Town Council agenda under new business.

Attached is a memo from Assistant Corporation Rich Gentile which outlines the steps for the Town to re-adopt the City and Town Development Act. This was first adopted by the Town by referendum; in 2016 and requires a re-adoption of the Act every five years.

The Act was adopted in 2016 in the general area of the Silver Lane corridor, and Founder's Plaza or South Meadows area. The purpose was to allow for additional tools for the Town to offer a developer or development site including but not limited to acquisition of property, issuance of bonds, or setting the tax rate for a site within the approved area.

We are requesting at the August 3<sup>rd</sup> meeting that the Council set a public hearing for August 17<sup>th</sup>. The steps, notice of public hearing, and the proposed resolution are included in the attached memo.

Thank you for your assistance and let me know if you have any further questions.

MEMORANDUM  
OFFICE OF THE CORPORATION COUNSEL

To: Eileen Buckheit

From: Rich Gentile

July 21, 2021

Re: STEPS TO RE-ADOPT CITY AND TOWN DEVELOPMENT ACT

To follow up on our discussions of the past few days, I am sending you an outline of the steps necessary to re-adopt the Connecticut City and Town Development Act. If you have any questions, please let me know.

*1. Town Council Sets A Public Hearing (set on August 3, for August 17<sup>th</sup>):*

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

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

To set a public hearing date of Tuesday, August 17, 2021 at 7 pm in the Council Chambers to hear public comment on a Resolution of the Town Council of the Town of East Hartford, re-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.

*2. Town Clerk and Newspaper Notice given:*

After the public hearing is set by the Town Council, the below notice must be placed on record with the Town Clerk, and published in a newspaper of general circulation within East Hartford. Since the state statute requires that the public hearing be held "not less than five days, nor more than fourteen days, subsequent to the placing on record of such notice and the publication of such summary," C.G.S 7-482(1), I would suggest publication and delivery of

the notice to the Town Clerk on August 5,6,9 or 10. For simplicity, both notice and publication should occur on the same day.

**NOTICE OF PUBLIC HEARING ON PROPOSED RESOLUTION  
CONNECTICUT CITY AND TOWN DEVELOPMENT ACT**

The Town Council of the Town of East Hartford will hold a PUBLIC HEARING on August 17, 2021, at 7 p.m., in the Town Council Chambers, 740 Main Street, East Hartford, CT., (2<sup>nd</sup> floor), concerning a resolution to re-adopt the Connecticut City and Town Development Act. This resolution would grant the Town additional powers to undertake programs and projects to revitalize portions of the Silver Lane corridor and the South Meadows. These include, but are not limited to, the power to:

- a) Acquire, receive by gift or otherwise, purchase, acquire options to purchase, own and hold as lessee or lessor any identified development property;
- b) Construct, reconstruct, rehabilitate, improve, alter, equip, maintain or repair or provide for the construction, reconstruction, improvement, alteration, equipment or maintenance or repair of any identified development property;
- c) Make mortgage loans or other loans or advances to developers of development property;
- d) Borrow money and to issue bonds or notes or other obligations (including refunding bonds) for a term up to 30 years (40 years for housing projects);
- e) Make loans (which also include commitments to make loans and advances) to any developer of development property to provide funds in furtherance of the purposes of the City and Town Development Act; and
- f) Exempt development property from any property tax imposed by the Town or enter into an agreement providing for payments in lieu of taxes for a period not in excess of twenty years.

Copies of the proposed resolution are on file with the East Hartford Town Clerk, and the Clerk of the East Hartford Town Council, 740 Main Street, East Hartford, CT.

3. *Hold Public Hearing on August 17, 2021.*

4. *Take vote at August 17<sup>th</sup> Meeting:*

Motion By:

Seconded By:

To adopt the following resolution:

**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 conditions substantially 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, and 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

**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**, the electors of the Town of East Hartford (the "Town") approved a resolution adopting the Act at a referendum in November, 2016 (the "Current Resolution"); and

**WHEREAS**, the Current Resolution is effective for a five-year period expiring November 8, 2021; and

**WHEREAS**, as of October 1, 2016, the Act no longer requires that a referendum be held with respect to adoption or re-adoption of the Act; and

**WHEREAS**, the Town Council wishes to re-adopt the Act through adoption of this Resolution; 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 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, renovating and rehabilitating residential, non-residential, industrial, commercial and manufacturing facilities, and eliminating vacant facilities which are a blighting influence; and

**WHEREAS**, the ordinary operation 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 power granted under the Act:

(1) an unreasonable number of residents of the Town are subject to hardship in finding employment and adequate, safe and sanitary housing;

(2) conditions of blight and deterioration exist in parts of the Town and the Town would benefit from the renovation, rehabilitation or construction of commercial or residential properties;

(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, all of the authorities, powers, rights, and obligations conferred upon municipalities under the provisions of the Act, and that in adopting this Resolution, 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 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 Raytheon 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 effective date of this Resolution shall be November 8, 2021 and this Resolution shall be effective for a period of five years from such effective date.

I HEREBY APPROVE the above action taken by the Town Council on \_\_\_\_\_, 2021 adopting the City and Town Development Act for the Town.

Dated at East Hartford, Connecticut this \_\_\_\_ day of \_\_\_\_\_, 2021.


\_\_\_\_\_  
MARCIA A. LECLERC, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 28, 2021  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: FY 22 Nonunion Pay Charts

---

Please see the attached memo from Finance Director Linda Trzetzziak regarding FY 22 Nonunion pay charts.

During the adoption of the FY 22 budget, the Town deferred action on salary increases for the Town's Nonunion positions. I am recommending that the salaries be increased by 2%, with the total amount equaling \$21,654. These increases were anticipated and set aside in the contingency fund.

Please place this item on the Town Council agenda for the August 3, 2021 meeting.

C: L. Trzetzziak, Finance Director



## MEMORANDUM

**DATE:** July 22, 2021  
**TO:** Marcia A. Leclerc, Mayor  
**FROM:** Linda M. Trzetzziak, Director of Finance  
**TELEPHONE:** (860) 291-7246  
**RE:** **FY 22 Nonunion Pay Charts**

---

During the adoption of the FY 22 budget, we deferred action on salary increases for the Town's Nonunion positions.

These 16 positions are in the following departments: Library (administrative and librarians), Human Resources, Corporation Counsel, Youth Services and the Mayor's Office.

I am recommending that the salaries be increased 2% in the FY 22 budget. This is consistent with the guidelines in the adopted proforma for labor contract negotiations.

Attached is a listing of the positions impacted.

Should you have any questions or problems, please feel free to let me know. Thank you.

The Town of East Hartford Paygrid for Non-union Classified Employees Prepared as of February 14, 2021		FY 2020-21 ADOPTED		FY 2021-22 ADOPTED		FY 2021-22 PROPOSED INCREASE		FY 2021-22 PROPOSED INCREASE		FY 2021-22 PROPOSED INCREASE		
		GRADE	STEP	SALARY	GRADE	STEP	SALARY	GRADE	STEP	SALARY	\$ Inc.	% Inc.
ASSISTANT CORP COUNSEL		13	4	124,866	13	4	127,363				2,497	2.0%
LIBRARIAN II - REF/CULTURAL ASSETS		7	4	70,483	7	4	71,893				1,410	2.0%
LIBRARIAN II - CHILDRENS		7	4	70,483	7	4	71,893				1,410	2.0%
YOUTH TASK FORCE COORDINATOR		7	4	70,483	7	4	71,893				1,410	2.0%
HUMAN RESOURCES BENEFITS ADMIN. (40)		8	2	81,924	8	3	86,905				1,704	2.1%
HUMAN RESOURCES ASSISTANT (40)		8	2	81,924	8	3	86,905				1,704	2.1%
LIBRARY SPECIALIST - BRANCH		6	4	64,075	6	4	65,357				1,282	2.0%
LIBRARY SPECIALIST - CIRCULATION		4	4	52,955	4	4	54,014				1,059	2.0%
LIBRARIAN I - REFERENCE		6	4	64,075	6	4	65,357				1,282	2.0%
LIBRARIAN I - REFERENCE		6	4	64,075	6	4	65,357				1,282	2.0%
LEGAL ADMIN ASSISTANT		5	4	58,252	7	0	66,300				1,300	2.2%
LIBRARY ADMIN. AIDE		4	4	52,955	4	4	54,014				1,059	2.0%
LIBRARY SPECIALIST - CATELOG		4	3	50,919	4	3	51,937				1,018	2.0%
LIBRARY SPECIALIST - CHILDRENS		4	4	52,955	4	4	54,014				1,059	2.0%
LIBRARY ASSISTANT		1	4	45,745	4	4	54,014				1,059	2.3%
	ELIMINATED											
EXEC. SECTY. TO THE MAYOR		5	3	56,011	5	2	57,131				1,120	2.0%
Total Non-Union Classified				1,062,180			1,104,346				21,654	2.0%

Town of East Hartford  
 Non-Union Wage Chart  
 Proposed for July 1, 2021

Adopted for FY 2020-21 (plus 1.0%)

GRADE	Step 1	Step 2	Step 3	Step 4
1	40,667	42,294	43,986	45,745
2	42,701	44,409	46,185	48,032
3	44,837	46,630	48,495	50,435
4	47,077	48,960	50,919	52,956
5	51,786	53,857	56,011	58,252
6	56,963	59,242	61,611	64,076
7	62,659	65,166	67,772	70,483
8	68,927	71,684	74,551	77,533
9	75,562	78,585	81,728	84,997
10	83,527	86,868	90,343	93,957
11	91,740	95,410	99,226	103,195
12	100,915	104,951	109,149	113,515
13	111,005	115,445	120,063	124,866

Recommended for FY 2021-22 (plus 2%)

GRADE	Step 1	Step 2	Step 3	Step 4
1	41,481	43,140	44,865	46,660
2	43,555	45,297	47,109	48,993
3	45,733	47,563	49,465	51,444
4	48,019	49,940	51,937	54,015
5	52,821	54,934	57,132	59,417
6	58,102	60,427	62,844	65,357
7	63,912	66,469	69,128	71,893
8	70,305	73,117	76,042	79,084
9	77,073	80,156	83,363	86,697
10	85,198	88,606	92,150	95,836
11	93,575	97,318	101,211	105,259
12	102,933	107,050	111,332	115,785
13	113,225	117,754	122,465	127,363

Town Of East Hartford  
Request for Budgetary Transfer of Funds

Department Name Contingency  
Fund Name General

Fiscal Year 21-22

Date 7/29/21  
Fund Number G01

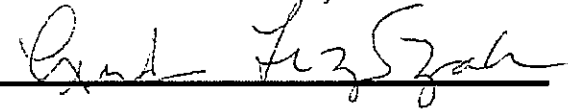
To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
G2100 60110	Mayor Office - salaries	\$ 1,120	G9600 63492	Contingency	\$21,654
G2200 60110	Corp Counsel - salaries	3,797			
G2300 60110	HR – salaries	3,407			
G2400 60110	Library – salaries	11,920			
G2600 60110	Youth Service–salaries	1,410			
	Total	\$21,654		Total	\$21,654

**JUSTIFICATION:** Provide detail and specific reasons for this transfer.

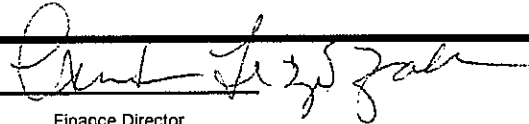
This should include future budget impact on both the "to" and the "from" accounts. Attach additional information if necessary.

Funding for FY22 Non-Union wage increase 2%

Signature- Director/Department Head



Approvals



Finance Director

7/29/21

Date Approved

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Town Council/Clerk

\_\_\_\_\_  
Date Approved

FINANCE DEPARTMENT USE ONLY

Transfer \_\_\_\_\_

Date Entered \_\_\_\_\_

Entered By \_\_\_\_\_



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 26, 2021  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *em*  
RE: RESOLUTION: Application to the FCC for Emergency Connectivity Fund Grant

---

The Town of East Hartford is looking to apply for grant funding under the Emergency Connectivity Fund Program from the Federal Communications Commission (FCC). This is a one-time grant that does not require a local match.

The Emergency Connectivity Fund Program provides American Rescue Plan (ARPA) funding to schools and libraries for reasonable costs of laptops, tablet computers, Wi-Fi hotspots, routers, modems, and broadband internet connections for use by students, staff, and library patrons. The total funding amount is to be determined, however the FCC has set a per item limit of \$400 for connected devices and \$250 for Wi-Fi hotspots.

Please place this item on the Town Council agenda for the August 3, 2021 meeting. I recommend that the Town Council approve the resolution as submitted.

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



I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 3<sup>rd</sup> day of August, 2021

### RESOLUTION

**WHEREAS;** the Emergency Connectivity Fund is a \$7.17 billion program funded by the American Rescue Plan Act of 2021 to help schools and libraries support remote learning, and

**WHEREAS;** the Raymond Library wishes to help low-income students who currently lack necessary Internet access or the devices they need to effectively use online learning resources,

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Federal Communications Commission as they pertain to this Emergency Connectivity Fund grant.

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

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_ day of August, 2021.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Emergency Connectivity Fund Grants

Funder: Federal Communications Commission (FCC)

Grant Amount: To be determined\*

Frequency:     One time     Annual     Biennial     Other \_\_\_\_\_

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

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    To cover reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons.

Results achieved:    Close the Homework Gap for students who currently lack necessary Internet access or the devices they need to connect to classrooms.

Duration of grant:    July 1, 2021 through June 30, 2022

Status of application: Under development


Meeting attendee:    Library Director Sarah Morgan, x4340

Comments:    Amount of application request from the Library is still to be determined. However, the library's request will include money for devices (laptops and/or tablets) and possibly hotspots, following program guidelines. The FCC has set a per item limit of \$400.00 for connected devices and \$250 Wi-Fi hotspots.

GRANTS ADMINISTRATION  
MEMORANDUM

---

**TO:** Mayor Marcia A. Leclerc

**FROM:** Paul O'Sullivan, Grants Manager 

**SUBJECT:** Council Resolution – Application to the Federal Communications Commission for Emergency Connectivity Fund Grant

**DATE:** July 23, 2021

---

Attached is a draft Town Council resolution authorizing you as Mayor to submit an application to the Federal Communications Commission for funding under the Emergency Connectivity Fund Grant Program.

The Emergency Connectivity Fund Program provides American Rescue Plan Act (ARPA) funding to schools and libraries for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; routers; modems; and broadband Internet connections for use by students, school staff, and library patrons at locations other than a school or library. Usage of materials purchased through the grant is limited to students, school staff, and library patrons who would otherwise lack access to connected devices and broadband Internet services sufficient to engage in remote learning during the COVID-19 pandemic.

As of this writing, the total funding request of the application has yet to be determined. However, the library's request will include money for devices (laptops and/or tablets) and possibly hotspots, following program guidelines. The FCC has set a per item limit of \$400.00 for connected devices and \$250.00 Wi-Fi hotspots.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on August 3, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Sarah Morgan, Library Director

# Emergency Connectivity Fund FAQs

[Español](#)

## What Is the Emergency Connectivity Fund?

- The Emergency Connectivity Fund is a \$7.17 billion program funded by the American Rescue Plan Act of 2021 to help schools and libraries support remote learning. The Program will provide funding to schools and libraries for the reasonable costs of eligible equipment and services that can be provided to students, teachers, and library patrons who lack connected devices, such as laptop or tablet computers, and/or lack broadband access during the pandemic.
- The Federal Communications Commission unanimously adopted a Report and Order on May 10, 2021 establishing the rules and procedures for the Emergency Connectivity Fund Program.
- The Universal Service Administrative Company (USAC) is the program administrator.

## Who Is Eligible to Receive Funds Through the Emergency Connectivity Fund Program?

- Schools, libraries, and consortia of schools and libraries that are eligible for support under the FCC's E-Rate program, are eligible to request and receive support through the Emergency Connectivity Fund Program.
- In addition, the Order clarifies that Tribal libraries, which are eligible for support under the Library Services and Technology Act, are also eligible for the Emergency Connectivity Fund.
- Schools and libraries eligible for the Emergency Connectivity Fund Program do not need to be current E-Rate participants. Eligible entities that have not applied for E-Rate support should be prepared to demonstrate eligibility as a school or library under the Program rules during USAC's application review.

## What Equipment and Services Are Covered by the Emergency Connectivity Fund Program?

- The following types of equipment purchased for off-campus use by students, school staff, and library patrons who would otherwise lack sufficient connectivity to engage in remote learning are eligible for support:
  - Laptop and tablet computers
  - Wi-Fi hotspots
  - Modems (including air cards)
  - Routers
  - Devices that combine a modem and router.
- Schools and libraries can also receive funding for commercially available broadband internet service that provides a fixed or mobile broadband connection for off-campus use by students, school staff, or library patrons who would otherwise lack access to connectivity sufficient to engage in remote learning.
- In limited circumstances where a school or library can demonstrate that there are no available service options sufficient to support remote learning for its students, school staff, or library patrons, the Emergency Connectivity Fund Program may support the construction of new networks and the equipment needed for datacasting services.
- Review the Eligible Services List for additional guidance on the equipment and services eligible for funding under the Emergency Connectivity Fund Program.

## How Can Schools or Libraries Apply?

- The ECF application filing window will open on June 29, 2021 and close on August 13, 2021. During the application filing window, eligible schools, libraries, and consortia of eligible schools and libraries, can submit requests for funding to purchase eligible equipment and services between July 1, 2021 and June 30, 2022.
- The Universal Service Administrative Company (USAC) is the administrator of the ECF Program and will review applications.
- Interested schools and libraries can find more information and apply at [emergencyconnectivityfund.org](https://emergencyconnectivityfund.org)



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 26, 2021  
TO: Richard F. Kehoe, Chair *lm*  
FROM: Mayor Marcia A. Leclerc  
RE: RESOLUTION: Department of Children and Families Youth Service Bureau Grant

---

The Town of East Hartford is looking to apply for grant funding from the Department of Children and Families (DCF) 2021-2023 Youth Service Bureaus Grant. This is a biennial grant in the amount of \$52,712, and a local match of 100 percent of the grant amount is required. The local match will come from funds and grants that are currently budgeted for Youth Services.

DCF makes grant funds available to local Youth Service Bureaus to support different Youth Services activities. These grant funds will support:

- The positions of Director, Counseling Coordinator, and Program Coordinator.
- Counseling services.
- Program services including, but not limited to, positive youth development programs.

Please place this item on the Town Council agenda for the August 3, 2021 meeting. I recommend that the Town Council approve the resolution as submitted.

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

I, Angela M. Attenello, do hereby certify that I am the Council Clerk of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 740 Main Street, East Hartford. The following is a true and correct copy of a resolution, duly adopted and ratified by the Town of East Hartford Town Council on August 3<sup>rd</sup>, 2021, in accordance with the constituent charter of the Town of East Hartford; and the same have not in any way been modified, repealed or rescinded, but are in full force and effect.

### RESOLUTION

**WHEREAS**, the Connecticut Department of Children and Families has made available funding through the Youth Service Bureau Grant Program, and;

**WHEREAS**, the purpose of this program is to assist municipalities (or private agencies serving youth which are designated to act as agents for such municipalities), in establishing, maintaining or expanding such Youth Service Bureaus,

**NOW, THEREFORE, LET IT BE RESOLVED:** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application to the State of Connecticut Department of Children and Families for a "Youth Service Bureau Grant" and to file any amendments or reports as may be required to successfully complete the terms of the grant contract.

**BE IT FURTHER RESOLVED** that That Marcia A. Leclerc is currently serving as Mayor of the Town of East Hartford. Her current term of office began on November 11, 2019 and will continue until November 8, 2021. As the Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this \_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Angela M. Attenello, Town Council Clerk

Seal

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Youth Service Bureau Grant Program

Funder: State Department of Children and Families

Grant Amount: \$52,712

Frequency:     One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>2001*</u>		
Last 3 years received:	<u>2020</u>	<u>2019</u>	<u>2018</u>
Funding level by year:	<u>\$43,652</u>	<u>\$43,652</u>	<u>\$43,652</u>

Is a local match required?     Yes     No

If yes, how much?    100 percent of grant amount

From which account? Match comes from already-budgeted Youth Services funds and grants

Grant purpose:    The Youth Service Bureau Grant Program seeks to assist municipalities in establishing, maintaining or expanding Youth Service Bureaus.

Results achieved:    Youth Service Bureaus are organized to provide administrative services, including an assessment of youth needs and the coordination of services for youth, and direct services for youth that may include recreational activities, individual and group counseling, parent training and family therapy and others

Duration of grant:    Two years, with funds distributed annually (Town submits application in year one and programmatic budget update in year two).


Status of application: Under development

Meeting attendee:    Youth Services Director Cephus Nolen, x7181

Comments:    \*Grants Office records for this program go back to 2001. It is likely the Town received this grant prior to that date. The state has operated this grant program since 1979

GRANTS ADMINISTRATION  
MEMORANDUM

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**TO:** Mayor Marcia A. Leclerc  
**FROM:** Paul O'Sullivan, Grants Manager   
**SUBJECT:** Council Resolution – State Department of Children and Families Youth Service Bureau Grant  
**DATE:** July 23, 2021

---

The State Department of Children and Families (DCF) makes grant funds available to local Youth Service Bureaus to support a number of Youth Services activities. The Town of East Hartford will apply to the 2021 - 2023 Connecticut State Department of Children and Families Youth Service Bureau Grant Program.

These grant funds will support:

- A. The positions of Director, Counseling Coordinator, and Program Coordinator;
- B. Counseling services;
- C. Program services including, but not limited to, positive youth development programs.

The total amount of the grant is \$52,712 (\$39,821 base grant and \$12,891 enhancement grant). Last year's grant totaled \$43,652.

I respectfully request that the attached resolution be placed on the Town Council agenda for the August 3, 2021 meeting. This resolution will allow you to make application and execute documents related to the DCF grant.

Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director  
Cephus Nolen, Youth Services Director



## Youth Service Bureau Grant Application

### I. Purpose and General Information

The purpose of the Youth Service Bureau (YSB) Grant Program is to assist municipalities and private youth-serving organizations designated to act as agents for municipalities in establishing, maintaining or expanding such YSBs.

### II. Overview

Local communities began to develop YSBs in the 1960's as a response to a growing number of issues affecting youth. The role of the YSBs has been expanded to include both advocacy and coordination of a comprehensive service delivery system for youth. YSBs are organized to provide:

1. Administrative services, including an assessment of youth needs and the coordination of services for youth.
2. Direct services for youth that may include:
  - recreational activities;
  - individual and group counseling;
  - parent training and family therapy;
  - work placement and employment counseling;
  - alternative and special educational opportunities;
  - outreach programs;
  - teen pregnancy services;
  - suspension/expulsion services;
  - diversion from juvenile justice services;
  - preventive programs including youth pregnancy, youth suicide, violence, alcohol and drug use; and
  - programs that develop positive youth involvement.
3. Administrative core unit functions which include:
  - general administration;
  - research;
  - resource development;
  - community involvement; and
  - youth advocacy.

Additionally, each YSB is required to have an advisory board responsible for making recommendations on overall policy and program direction of the YSB.



**TOWN OF EAST HARTFORD OFFICE OF THE MAYOR**

DATE: July 27, 2021  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *aw*  
RE: Para Educators Retirement Plan

---

Please see the attached memo from Human Resources Director Theresa Buchanan with an updated Para Educators Retirement Plan.

Please place this item on the August 3, 2021 Town Council agenda for the Council's approval.

C: T. Buchanan, Human Resources Director

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**HUMAN RESOURCE DEPARTMENT**

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**TO:** Leclerc, Marcia, Mayor; Town Council  
**FROM:** Theresa Buchanan, HR Director  
**SUBJECT:** Para Educators Retirement Plan  
**DATE:** 08/03/2021

---

Human Resources and the Town's Para Educators have negotiated a renewal of their current retirement plans. For your review we submit the revisions for both the defined contribution and benefit plans marked to reflect the proposed changes. The Para Educators ratified these documents on July 15, 2021.

Essentially, the following changes are as reflected:

**Defined Benefit Plan**

- It is proposed this new agreement would be in effect from July 1, 2021 through June 30, 2025.
- New to the defined benefit plan is a disability provision. This provision may be service or non-service related. Discussion of the new disability option is reflected in Article v-A- Disability Payments. (Pages 4 and 9)
- Para Educators will increase their contributions to 6.25% effective July 1, 2021. On July 1, 2022 their contribution rate would further increase to 6.5%. This is referenced under Article II. (Page 6)
- Retirees will be charged 20% of the premium for Medicare supplement plan. (Page 17)

**Defined Contribution Plan**

- The only change for Para Educators is increasing the Town's contribution rate from 3 to 4%, effective July 1, 2022. This change can be referenced under Article III, Employer Contributions. (Page 4)

**RETIREMENT PLAN**  
**for**  
**PARAPROFESSIONAL EMPLOYEES**  
**of**  
**THE TOWN OF EAST HARTFORD BOARD OF EDUCATION**  
**Amended and Restated July 2015 2021**

ID # 06-6001989  
Contact: Sandra L. Franklin, Benefits Administrator  
Town of East Hartford, Human Resources  
(860) 291-7223

**Retirement Plan  
For Paraprofessional Employees  
Of  
The Town of East Hartford Board of Education  
PREAMBLE**

**WHEREAS**, pursuant to a Memorandum of Agreement between the Town of East Hartford Board of Education and the East Hartford Federation of Paraprofessionals, CFEPE, AFT, AFL-CIO, the Town of East Hartford agreed to establish the Retirement Plan for Paraprofessional Employees of the Town of East Hartford Board of Education effective November 12, 2001. The original plan and all amendments were ratified by the Town Council and are incorporated into this restated plan.

**WHEREAS**, the Retirement Board, in accordance with its authority granted under the Ordinances of the Town of East Hartford, Connecticut and the Plan does hereby amended and restate the Plan in its entirety effective July 1, ~~2015~~ 2021 unless otherwise required by federal legislation or as set forth in the Plan.

**NOW THEREFORE**, the Plan, as amended and restated effective July 1, ~~2015~~ 2021, is hereby received by the Retirement Board, amending and restating the Retirement Plan for Paraprofessionals of the Town of East Hartford Board of Education. This Plan has been amended to comply with the following legislation. Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86), the Omnibus Reconciliation Act of 1987 (OBRA '87), the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), the Omnibus Budget Reconciliation Act of 1989 (OBRA '89), the Unemployment Compensation Act of 1992 (UCA '92), the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Small Business Job Protection Act of 1996 (SBJPA '96) the Taxpayer Relief Act of 1997 (TRA '97), the Heroes Earning Assistance and Relief Act (HEART), the Worker, Retiree and Employer Recovery Act of 2008 (WRERA) and subsequent legislation.

Each provision in this revised document is deemed to be effective as of the effective date required by each respective and applicable law unless otherwise stated in the Plan. Unless otherwise stated herein, the rights of Employees who terminated service on or before June 30, 2015 shall be governed by the terms of the Plan and/or applicable collective bargaining agreement in effect at the time of termination of service.

This Plan is intended to be a governmental plan under Section 414(d) of the Internal Revenue Code and "qualified" as such under Section 401(a) of the Internal Revenue Code.

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## ARTICLE I – DEFINITIONS

### *Section 1.01. Actuary.*

The term “Actuary” shall mean a member of the American Academy of Actuaries, or an organization employing such a member, appointed and compensated by the Retirement Board to render actuarial and/or consulting services with respect to the Retirement System.

### *Section 1.02. Continuous Service.*

- (a) The term “Continuous Service” shall mean uninterrupted employment as a Paraprofessional employed by the Town of East Hartford Board of Education. For purposes of both benefit accrual and vesting, Continuous Service prior to the effective date of this Plan shall be disregarded. Continuous Service with the Town of East Hartford Board of Education shall not be broken in the event of: (i) absence approved by the Board of Education, during any period not in excess of one year, except that the Board of Education may consent to extend the period of leave; or (ii) absence from work because of occupational injury or disease incurred as a result of employment with the Town of East Hartford Board of Education, for which absence an Employee shall be entitled to Workers’ Compensation payments.
- (b) An Employee shall not receive Credited Service in the case of the period of absence set forth in section 1.02(a), above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Employee will again accrue Credited Service.
- (c) Non-Work Periods Credited. Except as provided in this Section 1.02(c), a Participant shall not receive Credited Service for periods of absence from employment during which he receives no compensation from the Town of East Hartford Board of Education and does not make Participant Contributions.
  - (1) Military Service. The Retirement Plan will grant Credited Service and years of vesting service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) for a Participant who was an Employee immediately before the commencement of military service as defined in USERRA, provided such Participant returns to employment with the Town of East Hartford Board of Education within the “Required Period” of time set forth in paragraphs (2)(A) through (D) below. Credited Service shall only be granted if the Participant fulfills the requirements of paragraph Section 1.02(c)(3).
  - (2) Required Period. Under USERRA, the “Required Period” depends on the length of Military Service. In general, the Required Period is:
    - (A) one day after a Participant’s Military Service ends (if such service was less than 31 days);
    - (B) 14 days after a Participant’s Military Service ends (if such service was more than 30, but less than 181 days); and
    - (C) 90 days after a participant’s Military Service ends (if such service was more than 180 days).



- (D) If a Participant is hospitalized for or recovering from an illness or injury that was incurred or aggravated during Military Service, USERRA requires that such Participant register for reemployment with the Town of East Hartford Board of Education as soon as he has recovered. Except as otherwise provided by USERRA, this recovery period cannot exceed two years.
- (3) A Participant who enters the Armed Forces of the United States for a period of not more than five years (consecutive or individual years), is separated from active duty under conditions other than a dishonorable discharge, and returns to or makes himself available for work within the period specified in Section 1.02(c)(2)(A)-(D), shall be granted not to exceed one year of Credited Service for vesting purposes only in any one Calendar Year, up to a maximum of five years of Credited Service for vesting purposes, for such active duty in the Armed Forces.
- (4) A Participant returning from military service who meets the requirements of Section 1.02(c)(1)-(2) shall have the right to make up his Employee Contributions and thereby receive Credited Service for benefit accrual purposes equal to his period of military service, to a maximum of five years of Credited Service. Such Participant must notify the Retirement Board upon reemployment of his desire to repay his Employee Contributions. Such Contributions shall be made either in a lump sum payment or on a post-tax basis over a period equal to the lesser of (1) three times his military service or (2) five years. The amount of Employee Contributions owed to the Plan shall be equal to—
  - (A) the Employee contribution rate in effect immediately before the commencement of military service, multiplied by
  - (B) the Employee's earnings for the preceding 12- month period prior to his military service, multiplied by
  - (C) the number of years and months of military service, to a maximum of five years; plus
  - (D) compounded interest at the rate of four (4%) percent annually.
- (5) To the extent required by USERRA, a Participant must inform the Town of East Hartford Board of Education in writing before entering Military Service to be eligible for years of Credited Service for vesting purposes as described above.

***Section 1.03. Credited Service.***

The term "Credited Service" shall mean the number of full years of Continuous Service and fractions thereof to the nearest completed month with the Employer, beginning when an Employee becomes a Participant under the Retirement Plan as an Eligible Paraprofessional Employee. A Participant will not receive Credited Service for any period of employment prior to November 12, 2001 or for any period of service in which he/she is eligible but elects not to make the necessary Employee contribution as described in Article II.

***Section 1.04. Effective Date.***

The effective date of the Retirement Plan shall be July 1, 2015 2021 through June 30, ~~2020~~ 2025.

***Section 1.05. Employee.***

The term "Employee" shall mean a Paraprofessional Employee in the service of the Board of Education of the Town of East Hartford hired prior to July 1, 2015, who works a minimum of 20 hours per week during the school year and who is not a Dispatcher, in the uniformed service of the Fire Department, the Police Department, the General Employees Pension Plan or covered by the Connecticut State Teachers' Retirement System.

***Section 1.06. Employer.***

The term "Employer" shall mean the Board of Education of the Town of East Hartford.

***Section 1.07. Final Average Salary.***

The term "Final Average Salary" shall mean the Employee's average annual wages during the highest thirty six (36) consecutive months of service based on the Plan Year, with the Employer prior to the date of retirement. Lump sum payments shall not be included in the calculation of Final Average Salary.

***Section 1.08 Interest.***

The term "Interest" shall mean interest compounded annually on the last day of the Plan Year at the rate as determined and adjusted from time to time by the Retirement Board.

***Section 1.09. IRC or Code.***

The term "IRC" or Code means the Internal Revenue Code of 1986, as it may be amended from time to time. Reference to a section of the Code shall include that section and any comparable section of any future legislation that amends, supplements or supersedes said section.

***Section 1.10. Normal Retirement Age.***

The term "Normal Retirement Age" shall mean the date upon which an Employee reaches his or her Normal Retirement Date as that term is defined in Section 5.01.

***Section 1.11. Participant.***

The term "Participant" shall mean an Employee who has satisfied the Eligibility requirements set forth in Article III.

***Section 1.12. Pension or Pensions.***

The term "Pension or Pensions" shall mean a payment made to a Retired Employee or a Vested Employee according to the provisions of this Retirement System, other than a return of contributions with interest.

***Section 1.13. Plan Year.***

The term "Plan Year" shall mean the 12 months from July 1st of any year to June 30th of the following year, both dates inclusive.

***Section 1.14. Regular Compensation.***

The term "Regular Compensation" shall mean the annual salary or wages earned by an Employee for services with the Town of East Hartford Board of Education, including overtime. It shall also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary. Lump sum payments shall not be considered Regular Compensation and shall not be included in the calculation of Final Average Salary. Effective for Employees hired on or after July 1, 1996, the amount of pay, for purposes of this section shall be limited to a maximum of \$150,000 in a calendar year, or such other amount as prescribed by the Secretary of the Treasury pursuant to IRC §401(a)(17).

***Section 1.15. Required Beginning Date.***

The term "Required Beginning Date" shall mean the later of April 1 of the calendar year following the calendar year in which a Participant reaches age 70½ or terminates employment.

***Section 1.16. Permanently and Totally Disabled.***

**(a) Non-Service Connected Disability. The term "Permanently and Totally Disabled" for purposes of the Non-Service Connected Disability Benefit shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in any regular gainful employment or occupation, and that such disability was not the result of the Employee's own willful misconduct or resulting from service in the Armed Forces of any country for which a service connected government disability award is payable and is expected to be permanent and continuous for the remainder of the Employee's life.**

**(b) Service Connected Disability. The term "Permanently and Totally Disabled" for the Service Connected Disability Benefit shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in or perform the normal duties of his regular occupation with the Town, and that such disability was not the result of the Employee's own willful misconduct or resulting from service in the Armed Forces of any country for which a service connected government disability award is payable, and is expected to be permanent and continuous for the remainder of the Employee's life.**

**(c) Willful Misconduct. For purposes of this Retirement Plan, willful misconduct shall be construed to include, but is not limited to, the following events:**

**(1) disability resulting from an intentionally self-inflicted injury;**

**(2) disability that was contracted, suffered or incurred while the Employee was engaged in or resulted from having engaged in a felonious enterprise;**

***Section 1.176. Retired Employee.***

The term "Retired Employee" shall mean a former Employee continuously employed by the Town of East Hartford Board of Education until the commencement of a Pension, who meets the requirements to receive a Normal or Disability Retirement Pension from the Town of East

Hartford Board of Education and who is receiving a Pension provided for hereunder. A Vested Employee as defined in Section 1.21 below will not be considered a "Retired Employee."

***Section 1.187. Retirement Board.***

- (a) **Membership.** The term "Retirement Board" shall mean the Board herein created for the administration of the Retirement System. The Board shall consist of five members, not more than three of whom shall belong to any one political party as follows: A member of the Town Council; the Town Treasurer; and three citizens of the Town of East Hartford, one of whom shall be a member of the Retirement System as selected by a coalition of the various bargaining groups of the Town of East Hartford.
- (b) **Appointment and Term.** All members, except the Town Treasurer, shall be appointed by the Mayor, with consent of the Town Council. The Town Treasurer and the member representing the Town Council shall be appointed for a term of two years; the other three members shall be appointed for terms of five years, and their respective successors shall be appointed for five-year terms, provided, the term of office of such member shall continue until his successor shall be appointed and shall have qualified.
- (c) **Vacancies.** In the event of a vacancy on said Board, such vacancy shall be filled in the same manner as the member so to be succeeded was appointed or elected. In no event shall any person remain a member of said Board, except during the time he continues to be a member of the Board or body from which he was appointed or elected.
- (d) **Compensation.** The members of the Retirement Board shall serve without compensation.
- (e) **Authority of Board.** The Board shall make bylaws and regulations that are consistent with the law; shall employ such actuarial, medical, clerical and other services as may be necessary for the proper operation of the Retirement System, and shall do all things necessary and proper toward carrying out the purpose for which the Retirement system was created.
- (f) **Administrative Expenses.** The Board shall submit annually to the Town Council a schedule of its estimated expenses necessary for the administration of this Retirement System, and all such expenses of administration shall be paid by the Plan.
- (g) **Board is Trustee.** The Board shall be the Trustee of the funds herein created and shall have full control and management thereof, with power to invest and reinvest the same in accordance with the laws of the state governing the investment of trust funds.
- (h) **Authority to Enter into Group Annuity Contract.** The Retirement Board may enter into a group annuity contract with any insurance company authorized to transact business in the State of Connecticut to insure the entire Retirement Plan or such portion thereof as the Board shall deem advisable, provided any such contract, before actually being consummated, shall be approved by a two-thirds (2/3) vote of the Town Council.

***Section 1.198 Retirement Fund.***

The term "Retirement Fund" shall mean the fund derived from contributions made as herein provided for the payment of Pension benefits to Retired Employees under this Retirement System.

***Section 1.2019. Retirement System/Retirement Plan.***

The term “Retirement System” or “Retirement Plan” shall mean the plan of retirement and other benefits for Paraprofessional Employees of the Town of East Hartford Board of Education as set forth in and by this document and all subsequent amendments thereto, and, as used herein, excludes the Retirement Plans for full-time active Employees of the Police and Fire Departments, Dispatchers and General Employees of the Town of East Hartford.

***Section 1.210. Vested Employee.***

The term “Vested Employee” shall mean any former Employee who terminates employment and who subsequently qualifies for a deferred vested Pension under Article VII, relating to termination of service.

***Section 1.221. Vested Status.***

The term “Vested Status” shall mean the attainment by the Employee of a nonforfeitable right to a pension benefit after completion of 10 years of Vesting Service earned after the effective date of the Plan.

***Section 1.232. Year of Vesting Service.***

The term “Year of Vesting Service” shall mean service after the effective date of the Plan as an Employee that qualifies him/her for a retirement pension under the Plan. Vesting Service shall be equal to years of Credited Service earned by the Employee, plus periods of non-service required to be credited for vesting purposes in accordance with the Uniformed Services Employment and Reemployment Rights Act and the Family and Medical Leave Act.

**ARTICLE II – CONTRIBUTIONS**

***Section 2.01. Employee Contributions.***

The rate of contribution to be made by a Participant in the Retirement Plan shall equal ~~six percent (6%)~~ **six and one quarter percent (6.25%) of Regular Compensation effective July 1, 2021 and six and one-half percent (6.5%) of Regular Compensation effective July 1, 2022.** Such Employee contribution will cease to be contributed at the end of the Plan Year when the allowable maximum pension benefit amount is attained as defined in Section 4.02.

***Section 2.02. Employer Contributions.***

- (a) At least once every two years, the Retirement Board shall be required to have an Actuary perform an actuarial valuation of the assets and liabilities of the Retirement System and the amount of contributions from the Employer, in addition to the Employee Contribution, that will be necessary to adequately finance the benefits under the Retirement System.
- (b) On the basis of each valuation, the Town of East Hartford Board of Education shall pay the Retirement Board each year, an amount that will meet the actuarial cost of current service or normal cost and, until it is amortized, the unfunded accrued liability.
- (c) Any proposal that would change the benefits payable or Employee Contributions required under the Retirement System shall be accompanied by an estimate by the Actuary of the

additional appropriations by the Town of East Hartford Board of Education that will be required to finance the additional normal cost and to amortize, on a level basis, the additional accrued liability over 30 years from the effective date of change.

***Section 2.03. Employer Pick-Up Contributions.***

Pursuant to §414(h)(2) of the Internal Revenue Code, the Town of East Hartford Board of Education shall pick-up and pay the contributions that otherwise would be payable by each Employee. The contributions so “picked-up” shall be treated as Employer contributions for purposes of determining the amounts of federal income taxes to withhold from each Participant’s Regular Compensation.

Employee Contributions picked-up by the Town of East Hartford Board of Education shall be paid from the same source of funds used for the payment of salaries to Employees. A deduction shall be made from each Employee’s Regular Compensation equal to the amount of the Employee Contributions picked up by the Town of East Hartford Board of Education, provided that such deduction shall not reduce the Employee’s Regular Compensation for purposes of computing benefits under this Plan.

**ARTICLE III – ELIGIBILITY**

***Section 3.01. Eligibility for Participation***

Each Eligible Employee shall become a Participant in the Plan effective upon the Employee’s date of hire. All Eligible employees shall participate in the Plan as a condition of employment with the Town of East Hartford Board of Education and shall make the mandatory Employee contributions.

A Paraprofessional Employee who enters the service of the Board of Education of the Town of East Hartford after June 30, 2015 will become a Participant of the Defined Contribution Plan and is not eligible to participate in this Defined Benefit Pension Plan.

**ARTICLE IV – AMOUNT OF PENSION**

***Section 4.01. Normal Retirement Benefit.***

Subject to the maximum and minimum limitations set forth herein, the Retirement Board shall pay each Employee who has retired according to the provisions of Article V, a Pension for life in an amount determined as follows.

Benefits at Normal Retirement shall equal 2.2% of the Employee’s Final Average Salary multiplied by the number of years and full months of his or her Credited Service. One-twelfth (1/12) of this amount shall be paid monthly.

***Section 4.02. Maximum Benefit.***

- (a) Benefits with respect to a Participant may not exceed the limitations set forth in Article XI.

- (b) Notwithstanding the foregoing, the maximum yearly accrued Pension for an Employee who retires under this Retirement System shall not exceed 70% of such Employee's Final Average Salary.

***Section 4.03. Deferred Vested Pension.***

The amount of Pension to be provided for a terminated Employee who has met the vesting requirements of Section 7.01 shall be the amount of Pension accrued to the Employee's date of termination using Final Average Salary and Credited Service to such date. Such Pension shall be based on the Retirement System provisions in effect at the time the Employee terminated employment with the Board of Education.

***Section 4.04. Minimum Distribution Requirements.***

- (a) The payment of benefits to a Participant who is eligible for a Pension shall begin no later than the Required Beginning Date.
- (b) For purposes of this subsection, a Participant's Required Beginning Date shall be April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, whichever is later.
- (c) A Participant's entire interest in the Plan must be distributed over the life of the Participant or the lives of the Participant and a designated beneficiary, over a period not extending beyond the life expectancy of the participant or the life expectancy of the participant and designated beneficiary.
- (d) When a Participant dies after distribution of benefits has begun, the remaining portion of the Participant's interest shall be distributed at least as rapidly as under the method of distribution that was in effect prior to the Participant's death.
- (e) When a Participant dies before distribution of benefits has begun, the entire interest of the Participant shall be distributed within five years of the Participant's death. The five-year payment rule does not apply to any portion of the Participant's interest that is payable to a designated beneficiary over the life or life expectancy of the beneficiary and which begins within one year after the date of the Participant's death. The five-year payment rule does not apply to any portion of the Participant's interest that is payable to a surviving spouse over the life or life expectancy of the spouse which begins no later than the date the Participant would have reached age 70½.

**ARTICLE V – RETIREMENT DATE**

***Section 5.01. Normal Retirement.***

- (a) The Normal Retirement Date is the first day of the month named by the Employee on which the Employee satisfies the earlier of the following conditions:
  - (1) attainment of age 65 and completion of 10 Years of Credited Service;
  - (2) attainment of age 62 and completion of 25 Years of Credited Service; or
- (b) **Rule of 85.** An Employee will be eligible to retire and receive a Normal Retirement Pension, provided such Employee's combined attained age in whole completed years and Credited Service in whole years equals 85.

*Section 5.02. Deferred Retirement.*

Employee contributions will be required until the Employee's actual retirement date until such Employee reaches his maximum yearly pension amount. If an Employee works after his Normal Retirement Date, his Pension shall accrue to his actual retirement date, subject to the maximum yearly pension of 70% of his Final Average Salary.

*Section 5.03. Timing of Pension Payments.*

All Pension payments shall become due and payable on the last day of each calendar month, provided the initial Pension payment shall be computed as the pro rata of the amount of Pension corresponding to the fraction of the month elapsed since the effective date of retirement.

*Section 5.04. Re-employment of Retired Employees.*

If a Retired Employee is re-employed by the Town of East Hartford Board of Education, his Pension shall cease with the last payment due prior to his re-employment. Pension payments shall again become payable following subsequent termination of employment. During such reemployment, the Employee shall continue to accrue a benefit. Upon subsequent retirement, his pension shall be recalculated to take into account additional Credited Service and Compensation. In no event shall the recalculated pension be less than the original pension amount.

ARTICLE V-A – DISABILITY PAYMENTS

*Section 5-A.01. Permanently and Totally Disabled.*

**An Employee shall be deemed to be Permanently and Totally Disabled within the meaning of this Retirement System only if the Retirement Board, in its sole and absolute discretion shall determine on the basis of medical evidence that the Employee is Permanently and Totally Disabled.**

*Section 5-A.02. Medical Examination.*

**Employees applying for disability retirement shall be required to submit to examination, at the expense of the Retirement Board, by at least two (2) impartial physicians or psychiatrists selected by the Retirement Board, and such Employee may be required to submit to a re-examination no more than once every 12-month period.**

*Section 5-A.03. Service Connected Disability.*

**(a) Any Employee covered under this Retirement System, who becomes Permanently and Totally Disabled during the course of performing essential duties pertaining to his employment, shall be eligible to receive a Service Connected Disability Pension. The amount of such Service Connected Disability Pension shall equal fifty percent (50%) of the disabled Employee's Final Average Salary or his annual rate of pay (whichever is greater) at the time of such disability, plus an additional 2.2% of such compensation for each year of Credited Service in excess of 25 years, subject to a maximum Pension of 70% of Final Average Salary. One-twelfth (1/12) of this amount shall be paid monthly.**



- (b) In no event shall payments under this section, together with any regular benefits awarded under the Connecticut Workers' Compensation Act (excluding any special awards such as loss of limb, eye, etc. provided for in Section 31-308 and 31-308a of the Connecticut General Statutes) and any disability awards under Social Security, exceed one hundred percent (100%) of Final Average Salary or the annual rate of pay being paid to the disabled Employee at the time of disability.
- (c) No former Employee who is retired with a Service Connected Disability Pension Benefit shall be permitted to earn from any form of employment, including self-employment, a sum which when added to his Disability Pension, exceeds the current annual rate of pay for the position the former Employee had at the time of his disability retirement.

*Section 5-A.04. Non-Service Connected Disability.*

An actively employed Employee under this Retirement System who has at least 10 years of Credited Service and becomes Permanently and Totally Disabled shall be eligible to receive a Non-Service Connected Disability Pension. The amount of such Non-Service Connected Disability Pension shall equal 2.2% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service. One-twelfth (1/12) of this amount shall be paid monthly. Such Pension shall be subject to the maximum and minimum limitations stated in the Plan.

*Section 5-A.05. Medical Evidence.*

The Retirement Board may, from time to time, call for medical evidence that the Employee continues to be Permanently and Totally Disabled. In the event that the Retirement Board shall, upon competent medical evidence, conclude that the disability for which the Employee is receiving a Pension no longer exists, or if it is established that such Employee is engaged in any regular gainful employment or occupation, the Retirement Board shall thereupon order a discontinuance of the Pension payable to such former Employee.

*Section 5-A.06. Cessation of Disability.*

Such disability payments will end immediately before the earlier of the following dates:

- (a) The date the Employee ceases to be Permanently and Totally Disabled by death or recovery; or
- (b) The date he or she reaches his or her 65<sup>th</sup> birthday at which time he or she will receive pension payments in accordance with Article IV, Section 4.01, in the same amount as his or her Disability Pension.

## ARTICLE VI – PENSION PAYMENT OPTION

### *Section 6.01. Normal Form of Payment.*

A Retired Employee's Pension is normally payable in the form of a monthly benefit for such Employee's lifetime, commencing on his actual retirement date and ceasing with the last payment due immediately preceding the Retired Employee's death.

## ARTICLE VII – TERMINATION OF SERVICE

### *Section 7.01. Termination without Vested Rights.*

An Employee who terminates employment before he has completed at least 10 years of Credited Service with the Board of Education on or after the effective date of the Plan shall lose his eligibility for Pension benefits and he shall receive his Employee Contributions with Interest up to his date of termination and shall lose his right to a pension benefit under the Plan.

### *Section 7.02. Termination with Vested Rights.*

An Employee who meets the eligibility requirements described for a Retirement Pension and who does not elect to receive his Employee Contributions with Interest, may elect to receive a Pension on his Normal Retirement Date equal to the applicable amount determined pursuant to Article IV. The Beneficiary of a terminated Vested Employee who dies before or after retirement may receive a Death Benefit, if any, as determined in Sections 8.01 and 8.02.

## ARTICLE VIII – DEATH BENEFITS

### *Section 8.01. Before Retirement.*

Upon the death of an Employee before his Retirement Date, the Employee's named beneficiary shall receive a Death Benefit equal to the Employee's Contributions with Interest. If there is no named beneficiary, such Death Benefit shall be paid to the estate of the deceased Employee.

### *Section 8.02. After Retirement.*

Upon the death of a Retired Employee his named beneficiary shall receive a Death Benefit equal to such deceased Employee's Contributions with Interest less any Pension benefits received by the Employee prior to his death. If there is no named beneficiary, any such Death Benefits shall be paid to the estate of the deceased Employee.

### *Section 8.03. Beneficiaries.*

- (a) An Employee may name a beneficiary to receive the Death Benefit due on or after his death by written request filed with the Town of East Hartford Board of Education. With the consent of the Town of East Hartford Board of Education, he may name two (2) or more co-beneficiaries or successor beneficiaries. If an Employee names two (2) or more persons as beneficiaries, such persons or their survivors shall be considered co-beneficiaries unless he provides otherwise.
- (b) An Employee may change any named beneficiary from time to time by written request filed with the Town of East Hartford Board of Education. The consent of his beneficiary is not required to any naming or changing thereof. Such request is effective when the

Employee signs the written request, whether or not he is living at the time the request is received by the Town of East Hartford Board of Education, but without prejudice for any payments made before receipt of the request.

## **ARTICLE IX – AMENDMENT AND TERMINATION**

### ***Section 9.01. Amendment.***

- (a) This Retirement Plan is established and maintained for the exclusive benefit of the Paraprofessional Employees of the Board of Education. Subject to this limitation, the Town of East Hartford reserves the power at any time or times to amend provision of this Retirement Plan if, with respect to payments resulting from Pensions provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments, or delay the due date of any payment.
- (b) Any provision of this Retirement Plan may be amended in any respect, without regard to the above limitation, if the amendment is required for qualification or continued qualification of the Retirement Plan under income tax law, or is necessary for this Retirement Plan to meet the requirements of any other applicable law.
- (c) Neither the consent of the Employee nor that of any other payee is required for any amendment to the Retirement Plan made as provided above.

### ***Section 9.02. Termination.***

If this Retirement Plan is terminated, the accrued benefit of each Employee in the Retirement Plan shall immediately become 100% vested and nonforfeitable, to the extent that such benefit is funded, in accordance with the requirements imposed by the Internal Revenue Code. In the event of a partial termination, the requirements of this provision shall be applied to the terminated portion of the Plan.

### ***Section 9.03. Distributions Upon Plan Termination.***

Upon termination of the Retirement Plan by the Employer, the Retirement Board shall distribute to each Employee (or other person entitled to distribution) the value of the Employee's accrued benefits in accordance with the terms of this Retirement Plan and with applicable law.

## **ARTICLE X – ADMINISTRATION OF PLAN**

### ***Section 10.01. Annual Report.***

The Retirement Board shall, on or before March 31st of each year, file with the Town Council an annual report showing the financial condition of the Retirement System as of the end of the last completed fiscal year, including an actuarial valuation of assets and liabilities, and setting forth such other facts, recommendations and data as may be of value to the Retirement System of the Town of East Hartford.

### ***Section 10.02. Interpretation of Misunderstanding or Ambiguity.***

If any misunderstanding or ambiguity arises concerning the meaning of any of the provisions of the Retirement System, the Retirement Board shall have sole right to construe such provisions,

and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing the Retirement System as it considers desirable.

***Section 10.03. Finding of Facts.***

The Retirement Board's findings of facts on matters relating to an Employee's employment record are binding for purposes of the Retirement System. Participation in the System shall confer no right upon any Employee to continued Town or Board of Education employment.

***Section 10.04. Furnishing Information and Proof.***

All persons shall promptly furnish information and proof to the Retirement Board as to any all facts which the Retirement Board reasonably may require concerning any person affected by the terms of the Retirement System (including date of birth and satisfactory proof, by personal endorsement on the pension checks or otherwise, of the survival of any payee to the due date of any pension payment).

***Section 10.05. Information Required from Terminated Vested Employees.***

An Employee who has terminated service with the Town of East Hartford Board of Education, and who has met the vesting requirements of Article VII, shall inform the Retirement Board of any change of address. Such Employees must inform the Retirement Board of his or her desire to retire and must make an appropriate application. All notices to any person from the Retirement Board shall be sent to the last address of such person that the Retirement Board has on record, and the Retirement Board has no further obligation to such person in the event of any such communication, sent by registered or certified mail, is not received by such person.

***Section 10.06. False Statement.***

If any fact relating to an Employee or any other payee has been misstated, the correct fact may be used to determine the amount of Pension payable to him or her. If overpayments or underpayments have been made due to an incorrect statement, the amount of any future payments may be appropriately adjusted.

***Section 10.07. Return of Town Contributions Under Special Circumstances***

Any Town of East Hartford Board of Education contributions made under mistake of fact or law may be returned to the Town of East Hartford Board of Education within one year following the date the Town of East Hartford Board of Education made such contribution.

**ARTICLE XI—MAXIMUM BENEFIT LIMITATION**

***Section 11.01. In General.***

This Retirement Plan shall follow the requirements of IRC §415 as applicable to government plans within the meaning of IRC §414(d).

***Section 11.02. Annual Benefit.***

The Annual Benefit of a Participant hereunder (adjusted to an Actuarially Equivalent straight life annuity as defined in Section 12.05(d)) shall not at any time within the Limitation Year exceed \$90,000, as that amount shall be adjusted from time to time.

***Section 11.03. Adjustment for Less than 10 Years of Participation.***

- (a) In the case of a Participant who has less than 10 years of participation in this Plan, the \$90,000 limitation set forth in Section 11.02 shall be multiplied by a fraction, the numerator of which is years of participation in this Plan and the denominator of which is 10. This shall also apply to the Compensation limitation in Section 11.02 except that the numerator shall be years of service with the Town of East Hartford Board of Education rather than years of participation in this Plan.
- (b) The limitations of section 11.03(a), above, however, do not apply if the Pension amounts do not exceed \$10,000 for the current or prior Plan Year and the Participant has not been covered at any time by a defined contribution plan to which the Town of East Hartford Board of Education contributed on his or her behalf.

***Section 11.04. Maximum Benefit Limitation Definitions.***

For purposes of this Article XI, the following definitions shall apply:

- (a) "Pension" shall mean an annual benefit payable at Normal Retirement Age as a straight life annuity with no ancillary benefits or an annuity payable in a joint and survivor payment form where the Participant's spouse is the Joint Pensioner. A benefit payable in any other form shall be converted to the actuarial equivalent of a straight life annuity, for purposes of applying these limits, based on a five percent (5%) interest assumption. Other required adjustments are provided for below.
- (b) "Compensation" shall mean all earnings reported on W-2 forms completed by the Town of East Hartford Board of Education in respect to the Plan Year specified. Notwithstanding the foregoing, for Plan Years beginning after December 31, 1997, an Employee's Compensation shall include any elective deferral (as defined under Code §402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which, by reason of Code §§125 or 457, is not included in the gross income of the Employee. For Plan Years beginning on or after July 1, 2001, for purposes of applying the limitations under Section 415 of the Code, Compensation paid or made available during such Plan Year shall include elective amounts that are not included in the income of the Employee by reason of Section 132(f)(4) of the Code.
- (c) "Annual Benefit" shall mean the benefit to which the Participant would be entitled to at his or her Normal Retirement Date assuming he or she continues employment until such date and that all other relevant facts used to determine benefits under the Plan remain constant as of the current Limitation Year for all future Limitation Years.
- (d) The term "Limitation Year" shall mean a Plan Year.
- (e) The term "Qualified Participant" shall mean that term as defined in Section 11.05, below.

***Section 11.05. Adjustment for Early or Late Commencement of Benefits.***

- (a) **In General.** If the annual pension benefit of a Participant begins before age 62, as described in IRC §415(b)(8) the \$90,000 limitation set forth in Section 11.02, above shall be reduced so that it is equivalent to such a benefit beginning at age 62. The reduction of this paragraph shall not reduce the limitation of Section 11.05(a), below—
  - (1) \$75,000 if the benefit begins at or after age 55, or

- (2) if the benefit begins before age 55, the equivalent of the \$75,000 limitation for age 55.
- (b) **Benefits Beginning after Age 65.** If the annual pension benefit of a Participant begins after age 65, the \$90,000 limitation set forth in 11.02 above shall be increased so that it is equivalent to such a benefit beginning at age 65.
- (c) **Actuarial Equivalence.** Actuarial Equivalence under this Section 11.05 shall be determined using a five percent (5%) interest assumption, and the term “\$90,000” shall include any higher amounts prescribed pursuant to the Internal Revenue Code for purposes of these limitations.
- (d) In the case of disability or survivor benefits provided under the Plan, the limitations of Section 11.03(a) and 11.05(a) shall not apply to:
  - (1) income received from the Plan as a pension, annuity, or similar Pension as the result of the recipient becoming disabled by reason of personal injuries or sickness, or
  - (2) amounts received from a governmental plan by the beneficiaries, survivors or the estate of an Employee as the result of the death of the Employee.

***Section 11.06. Combined Plan Limits.***

If a Participant also participates in another defined benefit plan of the Town of East Hartford Board of Education obligated to contribute under this Plan, and such Plan is a qualified plan under IRC §401(a), such plan shall be combined with this Plan in accordance with Treas. Reg. §1.415-8(e) for purposes of determining compliance with the limitations of IRC §415(b).

***Section 11.07. Protection of Prior Benefits.***

For any year before 1986, the limitations prescribed by IRC §415 as in effect before enactment of the Tax Reform Act of 1986 and all subsequent legislation shall apply, and no Pension earned under this Retirement Plan prior to 1986 shall be reduced on account of the provisions of Sections 11.03 through 11.08 if it would have satisfied those limitations under that prior law.

***Section 11.08. Application of Maximum Limitations.***

- (a) The benefit paid under this Retirement Plan shall not exceed the limitations set forth in Section 11.02.
- (b) If a Participant on his or her annuity starting date is not eligible for full monthly benefits under this Retirement Plan because of the operation of Section 11.02, the monthly benefit thereafter shall be recalculated annually until the Participant is receiving a full monthly benefit under the Retirement Plan’s terms without the operation of this Section 11.08. Each such recalculation shall be based on this Section 11.08 with any applicable adjustment to reflect cost of living increases as permitted by the Treasury Regulations.

## ARTICLE XII – GENERAL PROVISIONS

### ***Section 12.01. Exclusive Benefit.***

This Retirement System is established and maintained for the exclusive benefit of the Paraprofessional Employees of the Town of East Hartford Board of Education and their beneficiaries and is administered for the exclusive purpose of providing retirement and retirement-type benefits for such individuals. Except as otherwise specifically provided herein, no portion of the assets of this Plan may be used for any purpose other than the payment of benefits hereunder and the defraying of reasonable administrative costs. At no point may the Town of East Hartford Board of Education obtain a reversion of all or any part of the assets of this Plan unless this Plan has been properly terminated under the Internal Revenue Code and all liabilities to Participants and their beneficiaries have been satisfied.

### ***Section 12.02. Gender and Number.***

Whenever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender, unless the context clearly indicates otherwise, and whenever used herein, a pronoun in the singular form shall be considered as being in the plural form, unless the context clearly indicates otherwise.

### ***Section 12.03. Forfeitures.***

No forfeitures shall be applied to increase the benefits any Employee would otherwise receive under this Plan.

### ***Section 12.04. Applications for Pensions.***

An application for a Pension must be made in writing on a form and in the manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) months in advance of the final month for which benefits are payable.

### ***Section 12.05. Payment of Actuarial Equivalent Amount.***

A single sum payment in an actuarial equivalent amount may be made in lieu of monthly payments if the amount of each monthly Pension payment would be less than twenty dollars (\$20).

### ***Section 12.06. Non-Assignment.***

No payee may sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation, or for any other purpose, any payment due to him. If the payee for any payment is a minor or incompetent person, payment may be made to the person, or persons caring for or supporting such payee, in full discharge of all obligations, as determined by the Retirement Board.

The preceding paragraph shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a qualified domestic relations order as defined in Section 414(p) of the Code that is approved by the Retirement Board in accordance with the provisions of the Plan and the policies and procedures of the Retirement Board.

***Section 12.07. Proof of Living Payee.***

There shall be no obligations to make any payment hereunder unless the payer has received proof that the payee was living on the due date of the payments. If such proof is not received within five (5) years after the date of the payment, and if no proof of the death of the payee is received during each five (5) year period, the obligations of the payer as to the payment and as to the Pension payments, if any, from which the payments results will be the same as if the payee had died immediately before the due date of the payment.

***Section 12.08. Post- Retirement Medical Benefits.***

Employees eligible to retire from the DB plan will be offered a Medicare Supplement provided the retiree pays ~~15%~~ 20% of the cost for herself/himself and 100% of a spouse. DC employees are not eligible for any post-employment medical benefits from the Town.

**ARTICLE XIII ROLLOVER PROVISIONS**

***Section 13.1. Direct Rollovers***

Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Retirement Board in accordance with applicable regulations, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution, but who does not make any election shall be deemed to have rejected the Direct Rollover option.
- (b) A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Retirement Board of the change in the form and manner prescribed by the Retirement Board.
- (c) Within a reasonable period of time before an Eligible Rollover Distribution is to be made, the Retirement Board shall provide to the Distributee an explanation of the right to elect a Direct Rollover and the federal tax withholding consequences of failing to elect a Direct Rollover. A Distributee who elects a Direct Rollover must provide all information that the Retirement Board may require to complete the Direct Rollover.
- (d) For the purposes of this Section, the following definitions shall apply:
  - (1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance of the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (at least annually) made for the life (of the life expectancy) of the Distributee or the joint lives (of joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specific period of ten years or more; any distribution to the extent such distribution is



required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- (2) A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution within the meaning of paragraph (d-1) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Plan during the same calendar year will total less than \$200.
- (3) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
- (4) "Distributee" includes a Town or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
- (5) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

***Section 13.2. Rollovers to the Plan***

In no event shall the Plan accept Eligible Rollovers from any source unless a reemployed Employee is making a repayment of his Employee Contributions.

IN WITNESS WHEREOF, the Town of East Hartford Board of Education hereby adopts this amended and restated Plan as of July 1, ~~2015~~ 2021.

**TOWN OF EAST HARTFORD**

By \_\_\_\_\_  
Name:  
Title:

**DEFINED CONTRIBUTION PLAN FOR FULL-TIME EMPLOYEES OF THE  
TOWN OF EAST HARTFORD**

**SUMMARY OF PLAN PROVISIONS**

August 2021

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**DEFINED CONTRIBUTION PLAN FOR FULL-TIME EMPLOYEES OF  
THE TOWN OF EAST HARTFORD**

**SUMMARY OF PLAN PROVISIONS**

**INTRODUCTION TO YOUR PLAN**

**What kind of Plan is this?**

Defined Contribution Plan for Full-Time Employees of the Town of East Hartford ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

**What information does this Summary provide?**

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

**Types of Contributions.** The Plan includes provisions for the following types of contributions:

- Mandatory employee contributions
- After-tax voluntary employee contributions
- Employee rollover contributions
- Other contributions described later in this summary

## ARTICLE I PARTICIPATION IN THE PLAN

### **How do I participate in the Plan?**

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are the following:

- 1) Employees who are in the uniformed service of the Fire or Police Departments, including Telecommunication Operators;
- 2) Employees who are participants in the Connecticut State Teachers Retirement System;
- 3) Full-time appointments of the mayor;
- 4) A full-time active Employee who was hired before January 1, 2006;
- 5) A full-time active Employee hired before January 1, 2006 but who did not elect to transfer his account under the Retirement Plan to this Plan in accordance with procedures established by the Administrator for that purpose;
- 6) An Employee who is not a full-time active Employee; and
- 7) For purposes of After-Tax Voluntary Employee Contributions, paraprofessionals are excluded from participating.

**Eligibility Conditions.** You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

### **What happens if I'm a participant, terminate employment and then I'm rehired?**

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.



## ARTICLE II EMPLOYEE CONTRIBUTIONS

### **What are after-tax voluntary contributions?**

**Voluntary contributions.** As a participant under the Plan, you may make voluntary contributions to the Plan on an after-tax basis. After-tax contributions are subject to current taxation even though they are contributed to the Plan. However, any earnings you receive on your voluntary contributions made to the Plan will generally not be taxed until you withdraw those amounts from the Plan. When you retire or otherwise become eligible for Plan benefits, the value of your voluntary contribution account will be used to provide additional benefits for you or your beneficiaries.

You will always be 100% vested in your voluntary contributions (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all of your voluntary contributions. Your voluntary contributions will, however, be affected by any investment gains or losses.

**Withdrawal of voluntary contributions.** You may withdraw amounts in your voluntary contribution account at any time. You will only be taxed on the portion of a distribution that consists of investment gains. You should see the Article entitled "Benefits and Distributions Upon Termination of Employment" for an explanation of how benefits (including your voluntary contribution account) are paid from the Plan.

### **What are rollover contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" only when you are otherwise entitled to a distribution under the Plan. See "When can I get money out of the Plan?"

### **What are mandatory employee contributions?**

**Mandatory contributions.** As a condition of employment, you must agree to contribute six (6)% of your compensation to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

**Withdrawal of mandatory contributions.** You may not withdraw required contributions prior to your termination of employment.

**Treatment as Employer contributions.** The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

### **ARTICLE III EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that may be made to the Plan.

#### **What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Your Employer will contribute three percent (3%) of Compensation each payroll period. The Employer shall not contribute on behalf of any Participant who does not make their Employee Mandatory Contribution. Effective July 1, 2022, the Employer contribution shall be four percent (4%) of Compensation for a Participant, including a paraprofessional.

Effective July 1, 2016, the Employer contribution shall be four percent (4%) of Compensation for a Participant who is not a paraprofessional.

**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

#### **What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

**Allocation of forfeitures.** The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan.

## ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- 1) lump sum sick leave will be excluded and 2) accrued vacation paid at separation of employment will be included
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
  - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
  - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

### **Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2016 is \$265,000. After 2016, the dollar limit may increase for cost-of-living adjustments.

### **Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2016, this total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. After 2016, the dollar limit may increase for cost-of-living adjustments.

### **How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

**Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 ( $\$1,000/100$ ) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

**ARTICLE V  
VESTING**

### What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

- mandatory employee contributions
- rollover contributions
- after-tax voluntary contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

**Employer Contributions.** Your "vested percentage" in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die.

Vesting Schedule Nonelective Contributions	
Periods of Service	Percentage
Less than five (5)	0%
five (5)	100%

### How is my service determined for vesting purposes?

**Period of Service.** You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

### What service is counted for vesting purposes?

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

### When will the non-vested portion of my account balance be forfeited?

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

## ARTICLE VI BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

### **When can I get money out of the Plan?**

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan.

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance. Commencing at 59 ½ years of age or

later, if you resign from Town service, you may begin to take withdrawals from the Plan in accordance with IRS regulations.

In addition, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**Treatment of rollovers for consent to distribution.** In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age sixty-five (65), or your fifth (5th) anniversary of joining the Plan, if later. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

Commencing at 59 ½ years of age or later, an employee who resigns from Town service may begin taking withdrawals from the Plan in accordance with IRS regulations.

### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

**Payment of benefits.** If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested account balance does not exceed \$5,000, then a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

### **How will my benefits be paid to me?**

**Forms of distribution.** If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

## ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON DEATH

### What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

### Who is the beneficiary of my death benefit?

**Beneficiary designation.** You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:



- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

**How will the death benefit be paid to my beneficiary?**

**Form of distribution.** If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit in the same forms of payments that were available to you.

**When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Under the Plan, your entire death benefit must be paid to your beneficiaries within five (5) years after your death.

**What happens if I'm a participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

**ARTICLE VIII  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax. You will not be taxed on your after-tax voluntary contributions to the Plan when they are distributed from the Plan. You will, however, be taxed on income attributable to those contributions.

**Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Automatic IRA Rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

**Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

### **Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### **Can the Plan be amended?**

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

### **How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

### **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

## **ARTICLE X GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

### **Plan Name**

The full name of the Plan is Defined Contribution Plan for Full-Time Employees of the Town of East Hartford.

### **Plan Effective Dates**

This Plan was originally effective on January 1, 2006. The amended and restated provisions of the Plan become effective on January 1, 2016, **with the exception of the increase in Employer contributions for paraprofessionals in Article III, which becomes effective on July 1, 2022.**

### **Other Plan Information**

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

### **Employer Information**

Your Employer's name, address and identification number are:

Town of East Hartford  
740 Main Street  
East Hartford, Connecticut 06108  
06-6001989

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Administrator.

### **Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

Town of East Hartford  
740 Main Street  
East Hartford, Connecticut 06108  
(860) 291-7223

### **Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:  
Wells Fargo Bank, National Association  
1525 West W.T. Harris Boulevard  
Charlotte, North Carolina 28288-1176. (800) 669-5812

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**



31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

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

SCOTT M. SANSOM  
CHIEF OF POLICE

July 28, 2021

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

**Re: Outdoor Amusement Permit Application  
"Intercommunity, Inc. National Health Center Week Community Event"**

Dear Chairman Kehoe:

Attached please find the amusement permit application from **InterCommunity, Inc.** submitted by **Tracey Decker, Chief Administrative Officer**. The applicant seeks to conduct a free health and wellness community engagement event to celebrate National Health Center Week to be held on **Tuesday, August 10, 2021 at 281 Main Street from 11:00 AM – 3:00 PM**. The goal is to raise awareness about the mission and accomplishments of America's health centers over the past five decades. There will be music, food, face-painting, games and activities for kids, and more.

**The applicant respectfully requests a waiver of the associated permit fee, under the provisions of (TO) 5-6(a), due to the Town of East Hartford as well as requests a waiver of the associated time requirement under the provisions of (TO) 5-2(a).**

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

The **Risk Management** approves the application as submitted.

The **Inspections and Permits Department** states that permits and inspections may be required for temporary installations.

The **Office of Corporation Counsel** approves the application as submitted.

The **Fire Department** approves the application as submitted and indicates there are no anticipated costs to their Department.

The **Health Departments** approves the application as submitted and there are no anticipated costs to their Departments. They have received a temporary food service application from InterCommunity, Inc.

The **Parks & Recreation Departments** approves the application as submitted and states there are no anticipated costs to their Departments.

The **Public Works Department** approves the application as submitted and states there are no anticipated costs to their Department.

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

- The Police Department can provide adequate police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- There are no anticipated costs to the Department for this event.

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom", with a long horizontal flourish extending to the right.

Scott M. Sansom  
Chief of Police

Cc: Applicant

Rivera, Augustina

---

**From:** Sasen, Christine  
**Sent:** Wednesday, July 28, 2021 12:09 PM  
**To:** Linda Otero; Rivera, Augustina; Tracey Decker  
**Cc:** Gentile, Richard; Burnsed, Laurence  
**Subject:** RE: COI

Approved. Thank you for all the work. Chris

---

**From:** Linda Otero [mailto:lotero@smithbrothersusa.com]  
**Sent:** Wednesday, July 28, 2021 11:57 AM  
**To:** Rivera, Augustina <ARivera@easthartfordct.gov>; Tracey Decker <TraceyDecker@intercommunityct.org>; Sasen, Christine <CSasen@easthartfordct.gov>  
**Cc:** Gentile, Richard <RPGentile@easthartfordct.gov>; Burnsed, Laurence <lburnsed@easthartfordct.gov>  
**Subject:** RE: COI

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

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Good afternoon,

Attached please find the revised certificate of insurance. Please let me know if you have any questions. Thank you.

---

**Linda Otero**  
Commercial Lines Account Executive

DIRECT 860-430-3376 | FAX 860-652-3236

[lotero@smithbrothersusa.com](mailto:lotero@smithbrothersusa.com) | [SmithBrothersUSA.com](http://SmithBrothersUSA.com) | [in](#)  
68 National Drive, Glastonbury CT 06033

**SmithBrothers.**

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***If this email involves a certificate, please be advised that it has been issued for only those coverages in effect as of the date it was issued, and may not meet all the requirements specified in the request or contract. If you have any questions or need additional coverages please contact me.***

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Rivera, Augustina

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**From:** Grew, Greg  
**Sent:** Wednesday, July 21, 2021 10:46 AM  
**To:** Rivera, Augustina  
**Subject:** Re: Outdoor Amusement Permit Application-InterCommunity Community Event

Per Section 5-3 of the Ordinances, my review and approval is not required. Permits and Inspections may be required for temporary installations.

**MILTON GREGORY GREW, AIA**  
Director of Inspections & Permits  
(Building / Zoning / Property Maint.)



Town of  
**EAST HARTFORD**  
CONNECTICUT

Town Hall  
740 Main Street  
East Hartford, CT 06108  
Direct [\(860\) 291-7345](tel:8602917345)  
Mobile [\(860\) 874-8034](tel:8608748034)  
<http://www.easthartfordct.gov/inspections-and-permits>

---

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Tuesday, July 20, 2021 3:32 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Fiacelli, Joseph <JFiacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzak, Linda <Ltrzetzak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>  
**Subject:** Outdoor Amusement Permit Application-InterCommunity Community Event

Good afternoon,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit documents for the "InterCommunity Community Event" for August 10, 2021. Please review and submit comments back to me [no later than 12:00 noon, Tuesday, July 27th](#). I am very sorry for the short notice but just received full application and this event has to make it to the August 3rd Town Council meeting.

Thank you. Have a great day.

Tina

**Rivera, Augustina**

---

**From:** Gentile, Richard  
**Sent:** Friday, July 23, 2021 3:06 PM  
**To:** Rivera, Augustina  
**Subject:** RE: REVISED Outdoor Amusement Permit Application-Intercommunity, Inc.

My concern on the proper corporate name has been addressed.

Rich

Richard P. Gentile  
Assistant Corporation Counsel  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

860-291-7217  
[rpgentile@easthartfordct.gov](mailto:rpgentile@easthartfordct.gov)

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE (1) IMMEDIATELY NOTIFY THE OFFICE OF THE CORPORATION COUNSEL ABOUT THE RECEIPT BY TELEPHONING (860)291-7219; (2) DELETE ALL COPIES OF THE MESSAGE AND ANY ATTACHMENTS; AND (3) DO NOT DISSEMINATE, FORWARD, OR MAKE ANY USE OF ANY OF THEIR CONTENTS.

**From:** Rivera, Augustina <ARivera@easthartfordct.gov>  
**Sent:** Thursday, July 22, 2021 2:57 PM  
**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>  
**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>  
**Subject:** REVISED Outdoor Amusement Permit Application-Intercommunity, Inc.

Hello All,

Attached please find a revised Outdoor Amusement Permit Application for the InterCommunity event that will take place on Tuesday, August 10<sup>th</sup>. The revisions are as follows:

1. They changed the name of the event from InterCommunity Community Event to "InterCommunity, Inc. National Health Center Week community event"
2. They corrected the legal name on the application from InterCommunity Health Care to InterCommunity, Inc. and



Scott Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

Administrative Review of Amusement Permit -REVISED

Event Date: **Tuesday, August 10, 2021**

Event: **InterCommunity, Inc. National Health Center Week Community Event**

Applicant: **Tracey Decker, Chief Administrative Officer, Intercommunity, Inc.**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_

Signature Steve Alsop Assistant Fire Chief

7/22/21  
Date

Comments:

**TOWN OF EAST HARTFORD**  
**REVISED FIRE MARSHAL'S OFFICE**  
**ADMINISTRATIVE REVIEW**  
**Amusement Permit**

**DATE:** July 23, 2021

**APPLICATION FOR:** IntereCommunity, Inc. National Health Center Week  
Community Event

**APPLICANT:** InterCommunity, Inc

**ADDRESS:** 281 Main Street, East Hartford, CT

**DATE(S) OF EVENT:** Tuesday, August 10, 2021 11:00 a.m. – 3:00 .pm.

Pursuant to your request, a review of the above application was completed and the following recommendation is made:

- The application is approved as submitted.
- The application be revised. Approved conditionally.
- The application is disapproved.
- No application to the Connecticut Fire Safety Code

**COMMENTS:** A fire truck was requested through the DC's office for Pub Ed.



**JUSTIN WAGNER**  
**FIRE MARSHAL**  
**TOWN OF EAST HARTFORD**



Scott Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

Administrative Review of Amusement Permit -REVISED

Event Date: **Tuesday, August 10, 2021**  
Event: **InterCommunity, Inc. National Health Center Week Community Event**  
Applicant: **Tracey Decker, Chief Administrative Officer, Intercommunity, Inc.**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_

Laurence Burnsed, MPH, MBA  
Signature

July 27, 2021  
Date

Comments:

InterCommunity submitted a temporary foodservice application to the East Hartford Health Department. Approved by the Health Department.



Scott Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

Administrative Review of Amusement Permit -REVISED

Event Date: **Tuesday, August 10, 2021**  
Event: **InterCommunity, Inc. National Health Center Week Community Event**  
Applicant: **Tracey Decker, Chief Administrative Officer, Intercommunity, Inc.**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
  - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$0.0

Ted Fravel  
Signature

7/25/21  
Date

Comments:



Scott Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

**Administrative Review of Amusement Permit -REVISED**

Event Date: **Tuesday, August 10, 2021**  
Event: **InterCommunity, Inc. National Health Center Week Community Event**  
Applicant: **Tracey Decker, Chief Administrative Officer, Intercommunity, Inc.**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_

\_\_\_\_\_  
Signature July 27, 2021  
Date

Comments:

Rivera, Augustina

---

**From:** Hawkins, Mack  
**Sent:** Monday, July 26, 2021 10:06 AM  
**To:** Rivera, Augustina  
**Subject:** RE: InterCommunity Outdoor Amusement Permit

Tina,

I have reviewed the Outdoor Amusement Permit Application for InterCommunity Event for 2021. I approve the application as submitted. Please mark the worksheet "Extra Attention" for the day of the event.

Thank you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations

East Hartford Police Department

31 School St.

East Hartford, CT 06108

Office 860 291-7597

***Serving Our Community with Pride and Integrity***



**From:** Rivera, Augustina <ARivera@easthartfordct.gov>

**Sent:** Monday, July 26, 2021 9:56 AM

**To:** Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>

**Cc:** Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>

**Subject:** InterCommunity Outdoor Amusement Permit

Good morning everyone,



# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

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

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

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

1. Name of Event:  
InterCommunity, Inc (National Health Center Week community event)
2. Date(s) of Event:  
8/10/21
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):  
InterCommunity, Inc  
Tracey Decker traceydecker@intercommunityct.org  
281 Main Street East Hartford  
860-569-5900 ext 158
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
BOD list attached
5. List the location of the proposed amusement: (Name of facility and address)  
InterCommunity, INC  
281 Main Street East Hartford
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
8/10/21 11-3
7. Provide a detailed description of the proposed amusement:  
InterCommunity will be hosting a community health event on 8/10/21 at 281/287 Main Street. National Health Center Week (August 8 – 14) is an annual celebration with the goal of raising awareness about the mission and accomplishments of America's health centers over the past five decades.

During these events we honor the services our centers provide by sharing both fun and education with members of our community. This event is free to the public as it is our gift to bring more health, wellness and community to the areas we serve. We will be offering lunch to all who attend along with activities and giveaways for the whole family

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes       No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 11-3

9. What is the expected age group(s) of participants?

full life span

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

100-200

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

No Impact

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

Our team will work flow with in parking lot space with marked entrance and exitis, no impact to Rds

c. Parking plan on site & impact on surrounding / supporting streets:

Our team will work flow with In parking lot space with marked entrance and exitis, no impact to Rds

d. Noise impact on neighborhood:

No Impact

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

our team will manage trash no impact to community

f. List expected general disruption to neighborhood's normal life and activities:

No Impact

g. Other expected influence on surrounding neighborhood:

NA

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Both have been invited to the event and we are expecting them to be onsite

b. Provisions for notification of proper authorities in the case of an emergency:

We have full understanding of how to notify authorities in event of emergency

c. Any provision for on-site emergency medical services:

We will have our Primary Care staff on site

d. Crowd control plan:

We will use our own staff and do not foresee an impact

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

This is private property owned by InterCommunity, Inc

f. Provision of sanitary facilities:  
We have internal bathrooms

13. Will food be provided, served, or sold on site:

a. Food available:  Yes    No    AND

b. Contact has been made with the East Hartford Health Department     Yes    No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes     No    Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,  
NA

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.  
NA

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

NA

---

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

---

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

InterCommunity, Inc  
(Legal Name of Applicant)

Tracey L. Decker  
(Applicant Signature)

Tracey Decker  
(Printed Name)

7/22/2021  
(Date Signed)

Electronic  
(Capacity in which signing)

---

• (Click button to send application electronically to [ehpdpermits@easthartfordct.gov](mailto:ehpdpermits@easthartfordct.gov))

**FOR OFFICE USE**

Insurance Certificate Included:	<u>YES</u>	NO
Liquor Permit Included:	YES	<u>NO</u>
Certificate of Alcohol Liability Included:	YES	<u>NO</u>
Time Waiver Request Included:	<u>YES</u>	NO
Fee Waiver Request Included:	<u>YES</u>	NO

**Outdoor Amusement Permit Fees:**

Sport, athletic contest, musical, operatic, dramatic, theatrical or pictorial performance or other exhibitions	\$ 10/performance §5-6
Parades	\$ 25/each parade §5-6
Fireworks display or air show	\$ 25/performance §5-6
Carnival, rodeo, circus, or tent show	\$ 100/day §5-6

**Total Assessed Amusement Permit Fee**

Received By: Augustina Rivera

Employee Number: 9099

Date & Time Signed: 7/22/2021 2:18 AM PM - Revised Application

Time remaining before event: 19 days.

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

Rivera, Augustina

---

**From:** Tracey Decker <TraceyDecker@intercommunityct.org>  
**Sent:** Wednesday, July 21, 2021 2:18 PM  
**To:** Rivera, Augustina  
**Subject:** Application Fee and Waiver

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

---

Good Afternoon Augustina,

InterCommunity will be hosting a community health event on 8/10/21 at 281/287 Main Street. National Health Center Week (August 8 – 14) is an annual celebration with the goal of raising awareness about the mission and accomplishments of America's health centers over the past five decades. During these events we honor the services our centers provide by sharing both fun and education with members of our community. This event is free to the public as it is our gift to bring more health, wellness and community to the areas we serve. We will be offering lunch to all who attend along with activities and giveaways for the whole family. In order for us to offer this event, every year we ask local and state vendors for donations to help with the overall cost. We are hoping that the Town of East Hartford would consider waiving the application fee to help us give back more to the community we serve.

I also understand that this application request is due 30 days prior to an event, the reason for our late submission is that I was not aware of this application process until Mack Hawkins from the EH police department reached out to one of the staff helping to set up the event. I apologize for this lack of oversight, I am new to planning this event and I wasn't aware of this form being submitted in past years. We will now include this as part of our project planning process for future events.

Please let me know if you require any further information to consider this request.

Respectfully

Tracey Decker

*Tracey Decker*, MS Healthcare Administration

Chief Administrative Officer  
Corporate Compliance Officer  
*She, Her, Her's*

Make a Donation today by visiting <https://www.intercommunityct.org/donate>

InterCommunity, Inc

800 Connecticut Blvd. 4<sup>th</sup> Floor, East Hartford, CT 06118  
860-569-5900 ext 158  
[www.intercommunityct.org](http://www.intercommunityct.org)

**InterCommunity, Inc.**  
Board of Directors  
Annual Meeting 2020 – Annual Meeting 2021

**BOARD CONTACTS**

Title & Address	Class/Term in Years	Telephone & Email	Place of Business
<p><b>Chairperson</b> William Young 1 Gold Street, unit 2-D Hartford, CT 06103 White non-Hispanic Male *p Last visit: 3/1/21 Expires: 10/28/2022</p>	<p>Partial Term 1/18 – AM 2018 AM=Annual Meeting *1<sup>st</sup> Full Term AM 2018-AM 2021</p>	<p>Cell: (860) 597-2627 Email: <a href="mailto:billyoung55@att.net">billyoung55@att.net</a></p>	<p>Consultant LPC, NCC</p>
<p><b>Vice Chairperson</b> Sasa Harriott, RN 411 Pond Bridge Road Windsor, CT 06095 African American Female *p Last visit: 2018 – No DOS Expires: 2020</p>	<p>Partial Term 5/18- AM 2018  1<sup>st</sup> Full Term AM 2018-AM 2021</p>	<p>Tel. (860) 904-9045 Fax. (860) 904-2792 Email: <a href="mailto:sasa@harriotthomehealth.com">sasa@harriotthomehealth.com</a></p>	<p>President Harriott Home Health Services 140 Woodland Street Hartford, CT 06105</p>
<p><b>Secretary</b> Andre Santiago 594 Farmington Ave, Apt A-5 Hartford, CT 06106 White Hispanic Male *p Last visit: 10/30/2020 Expires: 10/30/2022</p>	<p>1<sup>st</sup> Full Term AM 2017-AM 2020  2<sup>nd</sup> Full Term AM 2020-AM 2023</p>	<p>Cell: (860) 729-7051 Work: (860) 206-5067 Email: <a href="mailto:Andre.santiago@leadershipgh.org">Andre.santiago@leadershipgh.org</a></p>	<p>Senior Program Director Youth Programs Leadership Greater Hartford</p>
<p><b>Treasurer</b> Jennifer Raulukaitis 99 Lindsey Rd Lebanon, CT 06249 White non-Hispanic Female</p>	<p>Partial Term 10/19 – AM 2019  1<sup>st</sup> Full Term AM 2019-AM 2022</p>	<p>Cell: 860-334-3257 Email: <a href="mailto:jraulukaitis@charter.net">jraulukaitis@charter.net</a></p>	<p>Assistant Controller Kaman Distribution Group Kaman 1 Vision Way, Bloomfield, CT 06002</p>
<p><b>Director</b> Brian Cutino 3 The Mews Simsbury, CT 06070 White non- Hispanic Male *p Last visit: 10/26/2020 Expires: 10/26/2022</p>	<p>Partial Term 2/15-AM 2015  1<sup>st</sup> Full Term AM 2015-AM 2018  2<sup>nd</sup> Full Term AM 2018-AM 2021</p>	<p>Cell: (860) 221-8506 Work: (860) 547-4006 Email: <a href="mailto:Brian.Cutino@thehartford.com">Brian.Cutino@thehartford.com</a></p>	<p>IT Delivery Lead The Hartford 1 Hartford Plaza, T-8 Hartford, CT 06105</p>

<p><b>Director</b>  Annan Yakubu  171 Downey Dr. Apt #A  Manchester, CT 06040  African American  Male  *p  Last visit: 2/26/21  Expires: 11/3/2022</p>	<p>Partial Term  6/18- AM 2018    1<sup>st</sup> Full Term  AM 2018-AM 2021</p>	<p>Cell: (860) 830-6402  Work: (203) 236-8921 Ext. 58921  Email: <a href="mailto:Avakubu@websterbank.com">Avakubu@websterbank.com</a>  Email: <a href="mailto:annan.yakubu@gmail.com">annan.yakubu@gmail.com</a></p>	<p>Webster Bank  132 Grand Street  Waterbury, CT 06705</p>
<p><b>Director</b>  Meghan Blanchette  45 Great Pond Road  Simsbury CT 06070  White non-Hispanic  Female  *p  Last visit: 11/24/2020  Expires: 10/23/2022</p>	<p>Partial Term  5/16-AM 2016    1<sup>st</sup> Full Term  AM 2016-AM 2019    2<sup>nd</sup> Full Term  AM 2019-AM 2022</p>	<p>Cell: (860)719-7390  Work: (860)719-7390  Email: <a href="mailto:Blanchettemeghan1217@hotmail.com">Blanchettemeghan1217@hotmail.com</a></p>	<p>Area Coach  Sports Clips, Inc  Enfield, CT</p>
<p><b>Director</b>  Carol Gilbert  886 Main Street, Apt. 308  East Hartford, CT 06108  White non-Hispanic  Female  *p  Last visit: 3/18/21  Expires: 8/27/2022</p>	<p>1<sup>st</sup> Full Term  AM 2015-AM 2018    2<sup>nd</sup> Full Term  AM 2018-AM 2021</p>	<p>Cell: 860-759-5411  Home: (860)291-9522  Email: <a href="mailto:Tweety42443@gmail.com">Tweety42443@gmail.com</a></p>	<p>Retired</p>
<p><b>Director</b>  James Kelly  212 McKee Street  Manchester, CT 06040  White non-Hispanic  Male  *p  Last visit: 2/22/21  Expires: 10/27/2022</p>	<p>Partial Term  7/17-AM 2017 1<sup>st</sup>    Full Term  AM 2017-AM 2020    2<sup>nd</sup> Full Term  AM 2020-AM 2023</p>	<p>Cell: (860) 796-6411  Work: (860) 808-5480  Home: (860) 649-7125  Email: <a href="mailto:jamesk56@att.net">jamesk56@att.net</a></p>	<p>Retired  Attorney</p>
<p><b>Director</b>  Matthew Kurtz  780 Edgewood Ave.  New Haven, CT 06515  White non-Hispanic  Male  *p  Last visit: 11/3/2020  Expires: 11/3/2022</p>	<p>1<sup>st</sup> Full Term  AM 2015-AM 2018    2<sup>nd</sup> Full Term  AM 2018-AM 2021</p>	<p>Cell: (860) 614-0065  Email: <a href="mailto:mkurtz@weslevan.edu">mkurtz@weslevan.edu</a></p>	<p>Associate Professor of  Psychology  Wesleyan University  Judd Hall, 207 Hall St.  Middletown, CT 06459</p>
<p><b>Director</b>  C. Steven Wolf, M.D.  22 Carriage Dr.  Farmington, CT 06032  White non-Hispanic  Male</p>	<p>Partial Term  6/18- AM 2018    1<sup>st</sup> Term  AM 2018-AM 2021</p>	<p>Tel: (860) 714-6107  Fax: (860) 714-8046  Email: <a href="mailto:Swolf010@gmail.com">Swolf010@gmail.com</a></p>	

<b>Director</b> Elise Schreier 5 Lexington Rd. East Hartford, CT 06118 White non-Hispanic Female	<b>Partial Term</b> 3/19- AM 2019  <b>1<sup>st</sup> Full Term</b> AM 2019-AM 2022	<b>Tel:</b> (860) 368-8639 <b>Email:</b> <a href="mailto:ec371@aol.com">ec371@aol.com</a>	2VP Excess Claims <b>Travelers</b> One Tower Square Hartford, Ct 06183
<b>Director</b> Mildred Gomez 49 Bassett Street New Britain, CT 06051 African American – Multicultural Female	<b>Partial Term</b> 1/21 – AM 2021  <b>1<sup>st</sup> Full Term</b> AM 2021-AM 2024	<b>Cell:</b> 860-491-7888 <b>Work:</b> 860-224-5698 <b>Email:</b> <a href="mailto:MildredPGomez@hotmail.com">MildredPGomez@hotmail.com</a> <b>Work Email:</b> <a href="mailto:Mildred.Gomez2@hhchealth.org">Mildred.Gomez2@hhchealth.org</a>	100 Grand Street New Britain, CT 06051
<b>Director</b> Nadia Marston 4 Glastonbury Place, Unit 109 Glastonbury, CT 06033 African American Female	<b>Partial Term</b> 1/21 – AM 2021  <b>1<sup>st</sup> Full Term</b> AM 2021-AM 2024	<b>Cell:</b> 347-423-3545 <b>Email:</b> <a href="mailto:Nadia.marston@Chicagobooth.edu">Nadia.marston@Chicagobooth.edu</a> <b>Work Email:</b> <a href="mailto:marstonn@Aetna.com">marstonn@Aetna.com</a>	151 Farmington Ave Hartford, CT 06105
<b>Director</b> Nisha Mungroo Home Address: 91 Sisson Ave. 1 <sup>st</sup> Fl Hartford CT 06106 Two or more races (NOT Hispanic or Latino) Female	<b>Partial Term</b>   <b>1<sup>st</sup> Full Term</b>	<b>Cell:</b> (860) 595-5022 <b>Email:</b> <a href="mailto:attorneynmungroo@gmail.com">attorneynmungroo@gmail.com</a>  <b>Work Phone:</b> (203) 350-3515 <b>Work Email:</b> nisha@endsexualviolencect.org	Bilingual Associate Attorney <b>Victim Rights Center of Connecticut</b> 8 Research Parkway Wallingford CT 06492
<b>Title &amp; Address</b>	<b>Class/Term in Years</b>	<b>Telephone &amp; Email</b>	<b>Place of Business</b>
<b>Staff (CEO, President)</b> Kimberly Beauregard	N/A	<b>Cell:</b> (203)464-4935 <b>Work:</b> (860)291-1340 <b>Email:</b> <a href="mailto:kimbeauregard@intercommunityct.org">kimbeauregard@intercommunityct.org</a>	InterCommunity, Inc.
<b>Staff (VP &amp; COO)</b> Tyler Booth	N/A	<b>Cell:</b> (860)422-5085 <b>Work:</b> (860)291-1313 <b>Email:</b> <a href="mailto:tylerbooth@intercommunityct.org">tylerbooth@intercommunityct.org</a>	InterCommunity, Inc.
<b>Staff (CFO)</b> Jeffrey Hughes	N/A	<b>Cell:</b> (508)612-7215 <b>Work:</b> (860)291-1307 <b>Email:</b> <a href="mailto:jeffreyhughes@intercommintyct.org">jeffreyhughes@intercommintyct.org</a>	InterCommunity, Inc.
<b>Staff (CIO)</b> Tracey Decker	N/A	<b>Cell:</b> (860) 966-4879 <b>Work:</b> (860) 569-5900 x158 <b>Email:</b> <a href="mailto:traceydecker@intercommunityct.org">traceydecker@intercommunityct.org</a>	InterCommunity, Inc.
<b>Staff (CMO)</b> Danilo Pangilinan, MD	N/A	<b>Work:</b> (860)714-3704 <b>Email:</b> <a href="mailto:dpangilinan@intercommunityct.org">dpangilinan@intercommunityct.org</a>	InterCommunity, Inc.
	<b>Total</b>	<b>% of Total Board Directors</b>	<b>Total IC PC Patients</b>
Board Directors	14	100%	
Patients	8	57.1%	9927 100.00%
White non-Hispanic	9	64.2%	4391 44.23%
African American	4	21.4%	2150 29%



Hispanic	2	14.2%	2769 27.89%
Two or more races (NOT Hispanic or Latino)	1		

Revised July 19, 2021

\* All Full Terms start and term on Annual Meeting dates



INTEINC-CL

LOTERO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Smith Brothers Insurance, LLC) and CONTACT (Linda Otero). Includes insurer details like Scottsdale Insurance Co., Philadelphia Indemnity, Workers Compensation Trust, and ProSelect Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Town of East Hartford, its officials, employees, volunteers, boards and commissions are named as Additional Insureds with respects to General Liability, Auto Liability and the Med Mal/Primary Medical Professional Liability as required by signed and written contract per the policy forms regarding the InterCommunity Health Care National Health Center Week event to be held on August 10, 2021 at 281 Main Street, East Hartford, CT. The Umbrella is follow form over the Auto and Employer's Liability.

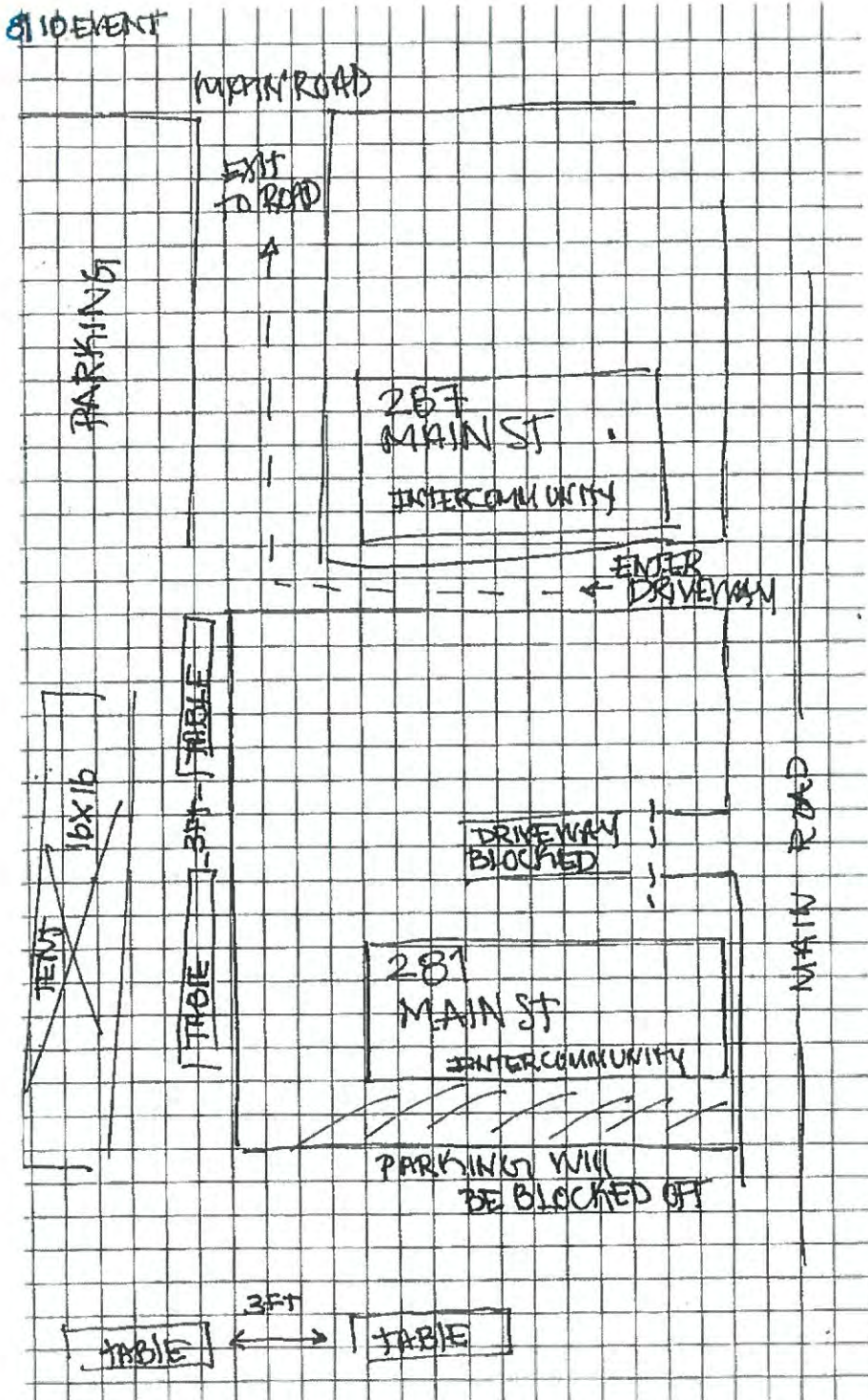
Table with 2 columns: CERTIFICATE HOLDER (The Town of East Hartford) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).

# INTERCOMMUNITY SITE PLAN

TABLES WILL BE 3FT APART

TENT = 16x16

UNDER TENT WILL BE FOOD/ICE CREAM. (maybe two tables under tent.)



WE'RE CELEBRATING  
OUR

# Community Health Centers!

Please join InterCommunity Health Care to celebrate National Health Center Week!

You and your family are invited to our

## Free Community Celebrations:

Lunch • Music • Face Painting, Games & Activities for Kids • Raffle Prizes • Giveaways  
Fire Truck Visits • Ice Cream • Health Screenings • Massages • Vaccinations • And More!\*

**August 10<sup>th</sup>**  
in **East Hartford**  
281 Main Street  
11am - 2pm

**August 11<sup>th</sup>**  
in **Hartford**  
16 Coventry Street  
11am - 2pm

You could win a  
**SHOP RITE  
GIFT CARD!**

**August 12<sup>th</sup>**  
in **South Windsor**  
828 Sullivan Ave.  
11am - 2pm

The **FIRST 8 ADULTS  
VACCINATED** at each  
celebration will receive  
two free tickets to a  
Florida Georgia Line  
concert!

**Rain or shine and it's all FREE!**  
**Bring the whole family to have a free lunch and some healthy fun!**



**InterCommunity  
Health Care**

*Health Care for the Whole Person*

*InterCommunity Health Care is a nonprofit community health center that provides easy access to quality primary care, mental health care and addiction recovery services for everyone.*

[www.intercommunityct.org](http://www.intercommunityct.org)

860-569-5900

 **#WeWontStopCaring**

*\*Food, giveaways and prizes will be available while supplies last.*

Follow us for more news & events:



OFFICE OF THE  
TOWN COUNCIL

*Robert J. Post*  
**TOWN OF EAST HARTFORD**

(860) 291-7208

FAX (860) 291-7389

740 Main Street

East Hartford, Connecticut 06108

2021 JUL 29 AM 10:14

TOWN CLERK  
EAST HARTFORD

**DATE:** July 29, 2021

**TO:** Town Council Members

**FROM:** Rich Kehoe, Chair

**RE:** Tuesday, August 3, 2021 7:00 p.m. Town Council Majority Office

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

**Tuesday, August 3, 2021**

**7:00 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss the pending workers' compensation claim of former Town and Board of Education employee, Eric Barboza.

C: Mayor Leclerc

Scott Chadwick, Corporation Counsel

Attorney Jonathan Reik of McGann, Bartlett & Brown, LLC

Christine Sassen, Risk Manager