

Robert J. Cook

2019 OCT 11 P 12: 29

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 15, 2019

TOWN CLERK
EAST HARTFORD

6:45 P.M. Executive Session

7:15 P.M. Public Hearing

REVISED 10-11-19

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. October 1, 2019 Executive Session
 - B. October 1, 2019 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Recommendation from Ordinance Committee re: Town of East Hartford Code of Ordinances Section 13-1, entitled "ATV Operation on Public and Private Property"
 - B. Setting a Public Hearing Date of Tuesday, October 29th @ 7:15 p.m. in Council Chambers: Revisions to Chapters 7 & 21 of the Code of Ordinances, entitled "Blight Ordinance"
 - C. Supplemental Budget Appropriation: Repairs for the East Hartford Community Cultural Center and Veteran's Memorial Clubhouse
 - D. East Hartford Police Department Pension Plan Agreement
 - E. Contract between the Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO:
 1. Approval of Contract
 2. Contingency Transfer of Funds
 - F. Referral to the Real Estate Acquisition & Disposition Committee re: 23 Cambridge Drive
 - G. Appointment of Joshua Quintana to the Planning & Zoning Commission
 - H. **Service Contract: East Hartford Police Department and LexisNexis-Crash Logic**
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. School Street Plaza, LLC v. Town of East Hartford, assessment appeal re:
Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S, HHB-CV-19-6052268-S,
265 Ellington Road

11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor

12. ADJOURNMENT (next meeting: October 29th)

Robert J. Kehoe

2019 OCT -7 A 8:42

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 1, 2019

EXECUTIVE SESSION

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Shelby J. Brown, Patricia Harmon and Caroline Torres

ABSENT Councillor Joseph R. Carlson

ALSO Marcia Leclerc, Mayor
PRESENT Scott Chadwick, Corporation Counsel
Michael Walsh, Finance Director
Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:33 p.m.

MOTION By Esther Clarke
seconded by Linda Russo
to **go into** Executive Session to discuss the pending cases of:

- The pending Superior Court action known as Town of East Hartford v Iglesia Fuente De Salvacion Misionera, Inc., et al, Docket No. HHD-CV-17-6076907-S, involving real property located at 302-304 Tolland Street and 306 Tolland Street.
- The pending Superior Court action known as Town of East Hartford v Iglesia Fuente De Salvacion Misionera, Inc., MI East Hartford, Docket No. HHD-CV-17-6076227-S, involving real property located at 302-304 Tolland Street and 306 Tolland Street.
- The pending assessment (tax) appeals known as United Technologies Corporation, Pratt & Whitney D v. Town of East Hartford, Docket No. HHB-CV-17-6037148-S, HHB-CV-17-6037146-S, HHB-CV-18-6044670-S, HHB-CV-19-6052267-S, involving real property located at 400 Main Street and 1 Pent Road.

Motion carried 8/0.

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

ADJOURNMENT

MOTION By Esther Clarke
seconded by Linda Russo
to **adjourn** (7:32 p.m.)
Motion carried 8/0.

Attest

Richard F. Kehoe
Richard F. Kehoe
Town Council Chair

Robert J. Peck

EAST HARTFORD TOWN COUNCIL

2019 OCT -7 A 8:42

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 1, 2019

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc Weinberg, Shelby J. Brown, Patricia Harmon and Caroline Torres

ABSENT Councillor Joseph R. Carlson

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:46 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

September 17, 2019 Executive Session

MOTION By Ram Aberasturia
seconded by Pat Harmon
to **approve** the minutes of the September 17, 2019 Executive Session.
Motion carried 8/0.

January 2, 2019 Regular Meeting

MOTION By Ram Aberasturia
seconded by Caroline Torres
to **approve** the minutes of the September 17, 2019 Regular Meeting.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Presentation by Interval House re: Domestic Violence Response and Services

Mayor Leclerc introduced Mary-Jane Foster, Executive Director of Interval House, who presented a brief overview of what services Interval House provides for victims of

domestic violence. Ms. Foster stated that the town announced today its strengthened partnership with Interval House – the largest domestic violence agency in the State of Connecticut serving the greater Hartford region. A representative of Interval House will now be stationed at the East Hartford Police Department to streamline domestic incident screenings and offer on-site training to local police officers and first responders. Contact information for Interval House is their hot line # (860) 527-0550 or their website address which is intervalhousect.org.

NEW BUSINESS

Setting a Public Hearing Date of Tuesday, October 15th @ 7:15 p.m. in Council Chambers: Revisions to Chapter 13 of the East Hartford Code of Ordinances, Section 13-1 entitled "ATV Operation on Public and Private Property"

MOTION By Linda Russo
seconded by Esther Clarke
to **set** a public hearing date of Tuesday, October 15th @ 7:15 p.m. in Council Chambers to hear public comment on revisions to Chapter 13 of the East Hartford Code of Ordinances, Section 13-1 entitled "ATV Operation on Public and Private Property".
Motion carried 8/0.

Outdoor Amusement Permit Application: "Japan Week: Lion Dancing"

MOTION By Shelby Brown
seconded by Marc Weinberg
to **approve** the outdoor amusement permit application entitled "Japan Week: Lion Dancing" as submitted by Sarah Kline Morgan, Library Director, East Hartford Public Library to conduct an event that will feature a dance performance of Shishimai (lion dance) on Saturday, October 12th at the East Hartford Public Library, 840 Main Street, from 12:30pm to 2:00pm; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 8/0.

Appointments to Boards and Commissions

MOTION By Marc Weinberg
seconded by Linda Russo
to **approve** the following appointments:
Planning and Zoning Commission –
Sidney C. Soderholm, 46 Pezzente Lane; term to expire December 2019
Board of Assessment Appeals –
John P. Murphy, 205 Westerly Terrace; term to expire December 2020
Motion carried 8/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Linda Russo
to **refund** taxes in the amount of \$59,405.96
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Int Paid	L/F Paid	Over Paid
2018-03-0050820	ALEXIS CHRISTINA P	2008/2LMDU88CX8BJ02449	0	0	-24.75
2018-03-0051487	ANTHONY JEFFRY P	2014/3TMMU4FN5EM066483	0	0	-64.58
2018-03-0052453	BALCH CAROLYN D	1996/1G4AG55M4T6431219	0	0	-5.62
2013-01-0011011	BAYSHORE MASTER LLC- COLONIAL RIVERMEAD	5 SHAWNEE RD	0	0	-956.29
2014-01-0011011	BAYSHORE MASTER LLC- COLONIAL RIVERMEAD	5 SHAWNEE RD	-473.00	-24.00	-700.74
2015-01-0011011	BAYSHORE MASTER LLC- COLONIAL RIVERMEAD	5 SHAWNEE RD	-346.87	-24.00	-700.74
2016-01-0011011	BAYSHORE MASTER LLC- COLONIAL RIVERMEAD	5 SHAWNEE RD	-194.60	-24.00	-617.78
2017-01-0011011	BAYSHORE MASTER LLC- COLONIAL RIVERMEAD	5 SHAWNEE RD	-84.48	-24.00	-625.78
2018-03-0052939	BECKLES MINNIE	2010/2T2BK1BA7AC071259	0	0	-39.00
2018-03-0053934	BOSTICK PATRICIA G	2007/1HGCM65547A027572	0	0	-18.13
2018-03-0055079	CABRERA EMANUEL	2001/1HGCG65511A092359	0	0	-8.55
2017-03-0055418	CAGE KEYIA D	2007/5NPEU46FX7H204766	0	0	-38.80
2018-03-0055121	CAGE KEYIA D	2007/5NPEU46FX7H204766	-3.83	0	-127.8
2018-03-0055352	CANNON SHAMIA N	2004/2HKYF18584H588309	0	0	-47.02
2018-03-0055372	CAPASSO OLGA B	2010/3LNHL2GC7AR634392	0	0	-36.99
2018-03-0056552	CHOQUETTE PAULA	2014/55LR1WA19EN000669	0	0	-6.75
2017-03-0057360	COLEMAN MARKEL K	2008/1HGCP36878A002164	0	0	-316.45
2017-01-0004817	CORELOGIC CENTRALIZED REFUNDS	79 BROOKFIELD DR	0	0	-2,310.32
2017-01-0009078	CORELOGIC CENTRALIZED REFUNDS	350 PARK AVE REAR	0	0	-3,983.19
2018-03-0058019	CRAWFORD GEORGE D	2004/4T1BF32K14U077641	0	0	-36.45
2018-02-0040608	ELITE CONSTRUCTION RENTALS LLC	111 PRESTIGE PARK RD	0	0	-36,084.80
2018-03-0062564	FLORES SHANDA M	2003/1D4GP243X3B174096	0	0	-8.19
2017-04-0083149	GENOVESE MELISSA A	2002/2B4GP44342R759553	0	0	-32.23
2018-03-0063796	GENOVESE MELISSA A	2002/2B4GP44342R759553	0	0	-53.55
2018-03-0063829	GERSTENLAUER BARBARA	2002/1B3ES56C52D619818	0	0	-6.48
2018-03-0063841	GERYK ADAM	2016/3C6TRVAG1GE119938	0	0	-27.00
2018-03-0064635	GRAHAM LESTER F JR	2009/2D8HN54X89R641202	0	0	-38.38
2018-03-0065179	GUZZARDI PAUL	2012/YV1622FS2C2112116	0	0	-5.00
2018-03-0065180	GUZZARDI PAUL	2008/3VWJZ71K28M080233	0	0	-20.88

2017-03-0066363	HENDRICKSON LISA	2008/JTDKB20UX87734116	0	0	-82.75
2018-03-0067868	JOBES ELIZABETH S	2000/1G4HP54K7Y4273170	0	0	-20.11
2018-03-0073374	KUSI GEORGINA	2010/WWWJW7AN7AE129529	0	0	-29.29
2018-03-0069881	LAREDO CONSTRUCTION	2001/1FMRE11221HB32173	0	0	-41.94
2018-01-0008390	LEUDUC ELEANOR	2 CHICKASAW DR	0	0	-157.64
2018-03-0070990	LOPEZ AUSBERTO	2004/4S3BH675747628222	0	0	-10.89
2018-03-0071855	MARCH GARY T	1970/LL23C0R180363	0	0	-3.73
2018-03-0071856	MARCH GARY T	1999/1B7GG22X8XS169665	0	0	-22.41
2018-03-0071879	MARENA INDUSTRIES INC	2002/3VWSK69M52M156236	0	0	-14.48
2018-03-0072372	MASON KERICK K	2005/1HGCM72755A001829	0	0	-120.69
2018-03-0073006	MCMAHON NANCY R MERCEDES-BENZ FIN. SERVICES	2009/KMHDU46D09U662573	0	0	-11.25
2018-03-0058566		2016/WDDJK7DA2GF039311	0	0	-670.6
2018-03-0074945	NEARY KIMBERLY A	2004/1N4BA41EX4C869769	0	0	-17.86
2018-03-0074950	NEDZWECKAS ALICIA M NEXT GENERATION SERVICES	2000/1GKDT13W7Y2140923	0	0	-38.83
2018-01-0007391		27 CUMMINGS ST	0	0	-4,791.66
2018-03-0075668	NKETSIAH SOPHIA	2012/3N1AB6AP0CL638305	0	0	-34.20
2018-03-0077369	PENA GILBERTO L	2001/1N4DL01D61C240296	0	0	-6.61
2018-03-0078109	PINE LAKE LEASING	1995/1GCGK24K9SE216001	0	0	-1,139.85
2018-03-0079284	REEVES DONNA P	2006/JF1SG63606H753843	0	0	-159.75
2018-03-0081994	SANGUINO-OLIVA RONNY	2006/5NPEU46C56H152127	0	0	-9.09
2018-03-0082099	SANTANA VERONICE N SERBEGIS TOLIS OR SERBEGIS CYNTHIA	2012/1HGCP2F6XCA097501	0	0	-26.73
2018-03-0082778		2000/WP0CA2992YS650813	0	0	-243.00
2018-03-0083023	SHELTON TAMMY L	2007/1FAHP27107G140582	0	0	-27.31
2018-03-0084550	SUMISLASKI DONALD J	2011/KM8JUCAC2BU206611	0	0	-59.20
2018-03-0084578	SUNWRIGHTS LLC	2005/1GCGG25V751116663	0	0	-54.00
2018-03-0086220	TULLY PATRICIA A OR TULLY GERALD E	2013/1N4AA5AP0DC833866	0	0	-28.93
2017-03-0088446	VW CREDIT TAX DEPARTMENT	2018/WA1BNAFY1J2021579	0	0	-955.98
2017-03-0088448	VW CREDIT TAX DEPARTMENT	2018/WAUTNAF58JA012817	0	0	-909.44
2018-03-0087645	VW CREDIT TAX DEPARTMENT	2016/WWGEF9BP1GD003376	0	0	-755.56
2018-03-0087648	VW CREDIT TAX DEPARTMENT	2016/WWWLF7AU2GW149345	0	0	-821.16
		SUBTOTAL	-1102.78	-96.00	-58207.18
		TOTAL			\$(59,405.96)

Referral to Ordinance Committee: Fire-related Ordinances

MOTION By Linda Russo
seconded by Esther Clarke
to refer to the Ordinance Committee a review of the fire-related ordinances contained in Chapter 11 of the East Hartford Code of Ordinances, so as to improve and update existing language to reflect current preferred practices and to report back to the Town Council with its recommendations, if any.
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke asked if any progress has been made on the Founders Plaza garage. *Mayor Leclerc said that it is still in the planning stages.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Town of East Hartford v Iglesia Fuente De Salvacion Misionera, Inc., et al, Docket No. HHD-CV-17-6076907-S, involving 302-304 Tolland Street and 306 Tolland Street; and

Town of East Hartford v Iglesia Fuente De Salvacion Misionera, Inc., East Hartford, Docket No. HHD-CV-17-6076227-S, involving 302-304 Tolland St and 306 Tolland Street

MOTION By Ram Aberasturia
seconded by Linda Russo
to accept the recommendation of Corporation Counsel to resolve the pending Superior Court actions known as Town of East Hartford v. Iglesia Fuente De Salvacion Misionera, Inc., Docket Nos. CV-17-6076907-S (tax foreclosure) and CV-17-6076227-S (enforcement action) involving real property located at 302-304 Tolland Street and 306 Tolland Street, in the following manner:

1. Allow the Plaintiff, only, to utilize the subject properties for religious activities as a church and associated parish house, provided the Plaintiff immediately brings said properties into compliance with the State Building Code by addressing the minimum life safety requirements for the operation of a church, as a place of assembly, as determined by the Director of Inspections and Permits; and
2. Upon completion of the improvements required by Paragraph 1, and given the Plaintiff's use of the subject properties for religious activities as a church, the Town will forego collection of: (a) any allegedly past due taxes; and (b) any future taxes so long as the Plaintiff owns the subject properties and continually puts it to said use.

The settlement of the pending actions shall be memorialized in a stipulation, to be prepared and finalized by the Corporation Counsel, which shall address all of the issues necessary to completely resolve the pending actions to the satisfaction of the Director of Inspections and Permits and Director of Finance.

Motion carried 8/0.

United Technologies Corporation, Pratt & Whitney D v. Town of East Hartford, Docket No. HHB-CV-17-6037148-S, HHB-CV-17-6037146-S, HHB-CV-18-6044670-S, HHB-CV-19-6052267-S, involving 400 Main Street and 1 Pent Road.

MOTION

By Ram Aberasturia

seconded by Linda Russo

to **accept** the recommendation of Corporation Counsel to settle the pending assessment (tax) appeals known as United Technologies Corporation, Pratt & Whitney Division v Town of East Hartford, Docket Nos. CV-17-6037148-S, CV-17-6037146-S, CV-18-6044670-S, CV-19-6052267-S, involving real property located at 400 Main Street and 1 Pent Road in the following manner:

a. 400 Main Street

1. For the Grand List Year of 2016: by reducing the fair market value of \$176,927,386 to the fair market value of \$161,427,386, which shall generate a reduction of \$510,492.50 in property taxes;
2. For the Grand List Year of 2017: by reducing the fair market value of \$256,778,176 to the fair market value of \$241,278,176, which shall generate a reduction of \$517,111.00 in property taxes; and
3. For the Grand List Years of 2018, 2019 and 2020: by reducing the fair market value of \$258,467,386 to the fair market value of \$242,967,386, which shall generate a reduction of \$532,843.50 in property taxes for the Grand List Year of 2018.

The resultant tax overpayment of \$1,560,447.00 shall be repaid by means of fourteen (14) equal credits against future consecutive installments commencing with the bill of July 1, 2020.

b. #1 Pent Road

In contemplation of a sale of a portion of #1 Pent Road, for the Grand List Years 2019 and 2020: the remaining portion of #1 Pent Road, more specifically approximately 40 acres of vacant or undeveloped land that is not subject to the aforesaid sale, by reducing the fair market value of said remaining portion of land to a fair market value of \$1,000,000.

Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc commented on the following: (1) tomorrow the American Job Center will open in the American Eagle Building on Main Street; (2) on Saturday, October 5th, the Historical Society of East Hartford will unveil the 1877 map of the original city of Hartford; (3) the ceremonial groundbreaking for the new commercial/mixed use Goodwin College building at the corner of Main and Ensign Streets will take place at Noon on Thursday October 10th; (4) both the Hartford Marathon and Fall Fest will be held on Saturday October 12th; and (5) the Boo Bash will be held this year on Sunday October 27th.

Marc Weinberg wished those of the Jewish faith a happy Rosh Hashanah and Yom Kippur.

Mayor Leclerc announced that Finance Director Mike Walsh has accepted a position with the State of Connecticut Office of Policy and Management. The Assistant Finance Director, Linda Trzetzziak has agreed to step into the position of Finance Director for the next two years.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (8:50 p.m.).
 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be October 15th.

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

ATV Operation on Public and Private Property September 24, 2019

Statement of Purpose: To add the operation of ATVs and other vehicles on private land near residential property to the list of public nuisances affecting public safety and eliminating the overly broad definition of nuisance.

The following specific nuisance provisions are governed in other areas of town law and will be deleted:

Under subdivision 2:

- (B) would be dealt with by zoning, property maintenance or the State Building Code.
- (C) billboards are regulated elsewhere
- (E) running wires overhead would need an electrical permit and would not be allowed over public ways.
- (I) Unlawful use of property would be zoning.

Subdivision (3) will be eliminated in its entirety as the specific public health nuisances are covered under the Public Health Code.

The draft also prohibits the operation of snowmobiles, ATV's dirt bikes and mini-bikes on streets and roads. It provides the Town with the ability to seize and forfeit any such vehicle engaged in violation of the ordinances and establishes enhanced penalties as authorized under state law.

Sec. 13-1 of the Code of Ordinances of the Town of East Hartford is hereby repealed and the following is substituted in lieu thereof:

Nuisance

(a) As used in this Article: “snowmobile” and “all-terrain vehicle” shall have the same meaning as contained in section 14-379 of the Connecticut General Statutes; “dirt bike” and “mini-motorcycle” shall have the same meaning as contained in section 14-390m of the Connecticut General Statutes. [(1) "Public nuisance" shall mean any act, thing, occupation, condition or use of property which shall continue for such length of time as to: (A) Substantially annoy, injure or endanger the comfort, health, repose or safety of the public; (B) In any way render the public insecure in life or in the use of property; (C) Greatly offend the public morals or decency; (D) Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, lightway, navigable body of water or other public way; (E) Interfere with the comfortable enjoyment of life or property an entire community or neighborhood, or by considerable number of person. (F) Any violation of any Section of this Article. (G) Keeping, maintaining or causing or permit to be kept or maintained, either as the owner or as the one in possession or in charge, any flood light or any other reflector type light on any property in such manner that its light is unnecessarily thrown into the residence of any person in the vicinity so as

to constitute, while the light is on, a continuous annoyance to a person occupying the other residence.

2.] (b) Public nuisances affecting public safety shall mean: [include, but not be limited to the following:] (A) All ice not removed from public sidewalks and all snow not removed from public sidewalks as required by Town ordinance; (B) [All signs and billboards, awning and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public, so situated or constructed as to endanger the public safety; (C) All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian cross-walks; (D) [All limbs of trees which project over a public sidewalk, less than eight feet above the surface thereof or less than ten feet above the surface of a public street; [(E) All wires over streets, alleys or public grounds which are strung less than sixteen feet above the surface of street or ground; (F)] (C) All obstructions of streets, alleys, sidewalks or cross-walks and all excavations in or under the same, except as permitted by the ordinances of the town or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable length of time after the purpose thereof has been accomplished; [(G)] (D) All open and unguarded pit, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk; [(H)] (E) All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside; (I) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks;] (F) The operation on public property, private residential property or non-residential private property within one thousand feet of a residential property of any dirt bike, all-terrain vehicle, snow mobile, mini-motorcycle or other motorized vehicle not authorized for use on a street or road, provided that this subdivision shall not apply to motorized vehicles used in the operation of a farm or in the maintenance of property such as a riding lawn mower.

[3. Public nuisances affecting health shall include but not be limited to the following acts, omissions, conditions, or things: (A) All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public. (B) Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within twenty four hours after death; (C) Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed. All stagnant water in which mosquitoes, flies or other insects can multiply; (D) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial wastes or other substances; (E) All noxious weeds and other rank growth or vegetation; (F) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust in quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property; and (G) Any use of property, substances or things emitting or causing any foul, offensive, noisome, nauseous, noxious, or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons.]

(c) The owner of any dirt bike, all-terrain vehicle, or mini-motorcycle that is operating or has operated in violation of the provisions of this section shall forfeit possession of such vehicle to the town of East Hartford which shall take ownership of such vehicle subject to any bona fide lien, lease or security interest unless such owner did not know or could not have reasonably known that such vehicle was being used or was intended to be used in violation of this section. Any seized vehicle shall be sold at public auction by the town and the proceeds deposited in the town's general fund.

(d) Any person found in violation of this section shall be fined not more than one thousand dollars for the first violation, not more than one thousand five hundred dollars for the second violation and not more than two thousand dollars for the third and any subsequent violation.

Robert J. Pook

TOWN COUNCIL MAJORITY OFFICE

2019 SEP 27 A 8:53

ORDINANCE COMMITTEE

TOWN CLERK
EAST HARTFORD

SEPTEMBER 23, 2019

PRESENT Rich Kehoe, Chair; Councillors Linda Russo and Esther Clarke

ALSO Marcia Leclerc, Mayor
PRESENT Rich Gentile, Assistant Corporation Counsel
Scott Sansom, Chief of Police
Mack Hawkins, Deputy Chief of Police
Jim Cordier, Health & Social Services Director
Greg Grew, Inspections & Permits Director
Jessica Carrero, Assistant to the Mayor
Kevin Crowley, 84 Northfield Drive

CALL TO ORDER

Chair Kehoe called the meeting to order at 5:30 p.m.

APPROVAL OF MINUTES

May 2, 2019 Meeting

MOTION By Esther Clarke
seconded by Linda Russo
to **approve** the May 2, 2019 meeting minutes.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Kevin Crowley, 84 Northfield Drive, referenced his neighbors' petition (which he had emailed to the Council Clerk earlier in the day) with regard to the operation of an ATV on residential property located on Forest Street, the noise of which is affecting residents in the Timber Trail, Anita Drive and Northfield Drive neighborhood. He brought this issue to the attention of the Mayor's office and the Police Department. The neighbors are frustrated because this activity continues to disrupt the peaceful enjoyment of their property.

The Committee agreed to take New Business out of order to accommodate the members of the public who were present.

NEW BUSINESS

Chair Kehoe addressed the issue of ATV noise, providing the Committee members and Mr. Crowley with the September 23rd draft of the ATV Operation on Private Property ordinance. The Chair recognized that, based on conversations with the Administration, the enforcement

of the current activity under the public nuisance ordinance is very difficult because the police have to arrive while the ATV is operating and determine that the noise interferes with the comfortable enjoyment of life and property which he said was a very subjective standard and difficult to enforce.

The September 23rd draft eliminates the general language and also some of the specific nuisance language that is already regulated in either the building code or the zoning regulations and as such is repetitive and unnecessary. The new ordinance would prohibit the operation of ATVs, dirt bikes, snow mobiles and other motorized vehicles that are not authorized for use on the street or road (cars, trucks and motorcycles). The draft language would pertain to the operation of these ATVs on public property, on private residential property and on non-residential private property within one thousand feet of a residential property. So that in essence the operation of these vehicles would occur in such a manner as to prevent disruption of the quiet enjoyment of the neighbors' property. There is an exception for vehicles that are used in the operation of a farm – such as a tractor – and for the maintenance of property – such as a riding lawnmower.

The Committee discussed the details of the ordinance and noted that the draft ordinance would also eliminate the specific examples of public nuisances affecting health as all of them are already violations of the public health code and the public health director has indicated that it is far easier to enforce the public health code than it would be if it was in an ordinance.

There was a discussion as to whether the operation of ATVs and other motorized vehicles on the streets of East Hartford would be prohibited. It was noted that state law prohibits such activity but that it does require the individual towns to adopt an ordinance allowing for the seizure of such vehicles as an effective way of deterring the individuals driving these vehicles and disrupting traffic on town roads and streets. The Corporation Counsel's office will look into whether the state law requires action by the Town Council in order to seize these vehicles and if so, will work with the Chair of the Ordinance Committee on the draft language.

MOTION By Esther Clarke
 seconded by Linda Russo
 to **send** the September 24, 2019* draft of the "ATV Operation on Private Property" ordinance to the Town Council for the purposes of setting a public hearing date.
 Motion carried 3/0.

* The September 24th draft is the September 23rd draft with the following change: (F) The operation on public property, private residential property or non-residential private property within one thousand feet of a residential property of any dirt bike, all-terrain vehicle, snow mobile or other motorized vehicle not authorized for use on a street or road, provided that this subdivision shall not apply to motorized vehicles used in the operation of a farm or in the maintenance of property such as a riding lawnmower.

It will also include any language the Chair and the Corporation Counsel's office agrees is necessary to authorize the seizure of ATVs and other such vehicles when they are operating or have operated on town roads.

OLD BUSINESS

Blight: Chapters 7 and 21

The Chair discussed the draft with regard to vehicles parked on town roads which is an amendment to Chapter 21 of the Code of Ordinances. The intent of this amendment is to ensure that motor vehicles improperly or illegally parked on a town road will be under the jurisdiction of the Police Department and included in Section 21-3 of the Town Ordinances. The Committee also reviewed the other provisions of Chapter 21 and noted that a number of those provisions could be eliminated, including having a one-year on-street parking permit – except for when the need is for a person who has a disability – and also include deleting the provisions in Chapter 21 that deal with snowmobiles and bicycles. Snowmobiles would be covered under the new ATV ordinance and bicycles are already covered under state law. These changes would be included in an overall amendment to Chapter 21 and the Blight Ordinance which is being updated to reflect the changes to the Property Maintenance Code since the last time the Town adopted the Model Property Maintenance Code, it was the 2003 edition. The latest version of the Model Property Maintenance Code is the 2015 edition which will need to be adopted and amended to ensure that stricter provisions in the Town of East Hartford's Code will be maintained.

The Corporation Counsel's office continues to work with the Inspections & Permits Department to ensure that we have covered all of the issues of concern and will provide a draft to address the update of the Blight ordinance, which will also include transferring parking vehicles on property off of the street under the Blight ordinance. This change means the provision will be enforced by the Inspections & Permits Department. The Police Department will retain the regulation of vehicles parked on the street.

The draft will be provided to the Chair who will review it for technical changes and consistency of approach and distribute it to the Committee at their next meeting which will be Monday, October 7th at 5:30pm.

ADJOURNMENT

MOTION By Linda Russo
 seconded by Esther Clarke
 to adjourn (8:05 p.m.)
 Motion carried 3/0.

cc: Mayor Leclerc
 Rich Gentile, Assistant Corporation Counsel
 Scott Sansom, Chief of Police
 Mack Hawkins, Deputy Chief of Police
 Jim Cordier, Health & Social Services Director
 Greg Grew, Inspections & Permits Director
 Jessica Carrero, Assistant to the Mayor

Robert J. Proch

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108



OCT - 9 860 291-7308
TOWN CLERK
EAST HARTFORD
FAX (860) 291-7389

DATE: October 9, 2019
TO: Town Council
FROM: Rich Kehoe
Town Council Chair
RE: **Tuesday, October 15, 2019 7:15 P.M. Town Council Chambers**

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

Tuesday, October 15, 2019

7:15 p.m.

Town Council Chamber

The purpose of the meeting is to hear public comment on the revisions to Chapter 13 of the Town of East Hartford's Code of Ordinances, Section 13-1 entitled "ATV Operation on Public and Private Property".

cc: Mayor Leclerc
Rich Gentile, Assistant Corporation Counsel

**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND
FUND BALANCE TRANSFER TO PROVIDE A FUNDING SOURCE FOR EMERGENCY
BUILDING REPAIRS TO THE COMMUNITY CULTURAL CENTER FAÇADE AND THE
VETERAN’S MEMORIAL CLUBHOUSE CHIMNEYS FOR THE FISCAL YEAR ENDING
JUNE 30, 2020**

WHEREAS, the Town of East Hartford owns and operates the Community Cultural Center and after the winter of 2019, it became apparent that large portions of the concrete façade around the roofline of the building was breaking away creating a clear and present danger to the general public that must be immediately remediated, and

WHEREAS, the Town of East Hartford also owns and operates the Veteran’s Memorial Clubhouse and for the last 10 years, the Town has carefully monitored the conditions of the building and has recently been advised by independent engineers that repairs to the two main chimneys should be completed expeditiously to avoid a hazardous condition, and

WHEREAS, as a result of the aforementioned, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund the necessary repairs in fiscal year 2019-20.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$500,000 from the Town’s Undesignated Fund Balance for the purpose of funding the necessary repairs and does hereby amend the current 2019-20 fiscal year Operating Budget to reflect the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	500,000
G7807-63489	PW - Building Maintenance - CCC	400,000
G8300-63138	Parks - Contract Services	100,000

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on October 15, 2019.

Angela Attenello, Clerk of the Town Council

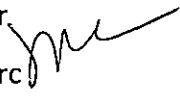
Funds certified as unobligated and available.

Signed: _____ Dated: _____
Marcia A. Leclerc, Mayor

Signed:  _____ Dated:  _____
Michael P. Walsh, Director of Finance



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 4, 2019
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Supplemental Budget Appropriation

Attached is a memo and supporting documents from Finance Director Mike Walsh, requesting that the Town Council authorize the attached resolution concerning a supplemental budget appropriation to provide a funding source for necessary repairs to the Community cultural Center façade and two chimneys at the Veteran's Memorial Clubhouse.

Please place this items on the Town Council Agenda for the October 15th, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

C: M. Walsh, Finance Director



MEMORANDUM

DATE: October 1, 2019

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Supplemental Budget Appropriation Resolution and Building Infrastructure Discussion

By way of this memo, attached please find a Supplemental Budget Appropriation Resolution to provide a funding source for necessary repairs to the Community Cultural Center façade and two chimneys at the Veteran's Memorial Clubhouse.

I would respectfully request that you forward the resolution on to the Town Council for action at their October 15, 2019 meeting.

And while we're thinking about building repairs, I want to take a brief moment and provide some materials to the Town Council which both support the aforementioned resolution and introduces them to two larger capital projects we have on the horizon.

The first document (one page) attached is the bid summary to complete the façade repairs to the Community Cultural Center. The total cost is \$398,000 and will also repair the main stairs to enter the building.

The second document (13 pages) is the September 4th, 2019 report compiled by Silva Engineering, LLC on the Veteran's Memorial Clubhouse. I would direct your attention to pages 8 and 9 where the discussion of the Main and North chimneys occur. Finally, on page 13 are estimated costs which were used as the basis of the funding resolution request.

I would encourage the members of the Town Council to read the entire report as we expect to seek funding in the upcoming 5-year Capital Improvements Plan to cure the various ailments within the building.

The final document I have attached (three pages) is a summary of the cost to replace the High School and Middle School roofs. They too will be incorporated into the 5-year Capital Improvement Plan and if the Town Council approves one or both of the repairs, it will be a referendum question in November of 2020.

Last but not least, the Mayor has asked Acting Public Works Director Tom Baptist to take a closer look at the inventory of buildings maintained by the Town in an effort to manage the timing of large capital requests as we move forward. Tom will be piggybacking off the recently selected BOE building inventory software in an effort to automate the building inventory so to more efficiently and effectively manage it moving forward.

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

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

September 4, 2019

**DRAFT STRUCTURAL INSPECTION and EVALUATION of
VETERAN'S MEMORIAL CLUBHOUSE**

148 Sunset Ridge Drive
East Hartford, Connecticut



Prepared by:



SILVA ENGINEERING, LLC

www.silvaengineering.com

90 Quarry Street, Lower Level
Willimantic, CT 06226

Consulting Engineers

Phone: 860.423.4506
Fax: 860.423.1875

James L. Silva, P.E.

INTRODUCTION

PURPOSE OF REPORT

This **Structural Evaluation Report** has been prepared to provide an overall assessment of the structural condition of the Veteran's Memorial Clubhouse located at 148 Sunset Ridge Drive in East Hartford, CT. Silva Engineering, LLC (SILVA) conducted a visual inspection from July 22 through July 24, 2019 and on August 13, 2019, in order to perform a structural needs assessment of the structure.



Map obtained from:
<https://ercogct.mapgeo.io/datasets/>

Figure No. 1 - Location Map

Background

SILVA had previously performed a limited structural investigation of the North Wing area of the Clubhouse in 2008 through 2010. This investigation evaluated potential causes of apparent separation of the top chords of the roof trusses from the sloped section of the ceiling, and included the following tasks:

- Obtained detailed field measurements to determine size and length of truss members and truss connections.
- Examined truss members and connections for signs of movement, misalignment and overstress.
- Obtained detailed measurements of the displacement of the exterior walls.
- Performed a structural analysis of roof trusses to determine their behavior, load capacity, anticipated vertical and horizontal reaction forces, and deflection under load.
- Established monitoring points and obtained reference measurements at various locations along the exterior walls in order to evaluate any further wall movements.
- Installed crack monitoring devices between ceiling and truss chord to allow for quick assessment of any changes in gap.
- Inspected and evaluated critical structural elements exposed after removal of finishes.

The program to monitor movement of the North Wing structure, included obtaining initial baseline measurements on September 22, 2008, and obtaining additional monthly measurements through April 27, 2010. Results from these measurements indicated that there had been no movement of the exterior wall during the monitoring period.

In 2019, the Town of East Hartford requested SILVA to perform an additional visual inspection to assess the structural condition of the overall building, and to prepare and submit an **Evaluation Report** documenting the latest building inspection findings. The Town also requested SILVA to develop an initial budgetary Opinion of Cost based on the findings.

As requested, this report includes:

- Updated results of interior wall readings taken from crack monitors and string lines within the North Wing;

and identifies areas of the building with evidence or indicators of the following:

- Previous structural modifications;
- Water damage;
- Deterioration of materials;
- Weakness in structural members; and
- Possible settlement problems.

SILVA conducted on-site inspections of the structure on July 22 through July 24, 2019. To access the North Wing attic space located above the Ballroom, SILVA utilized an indoor lift.

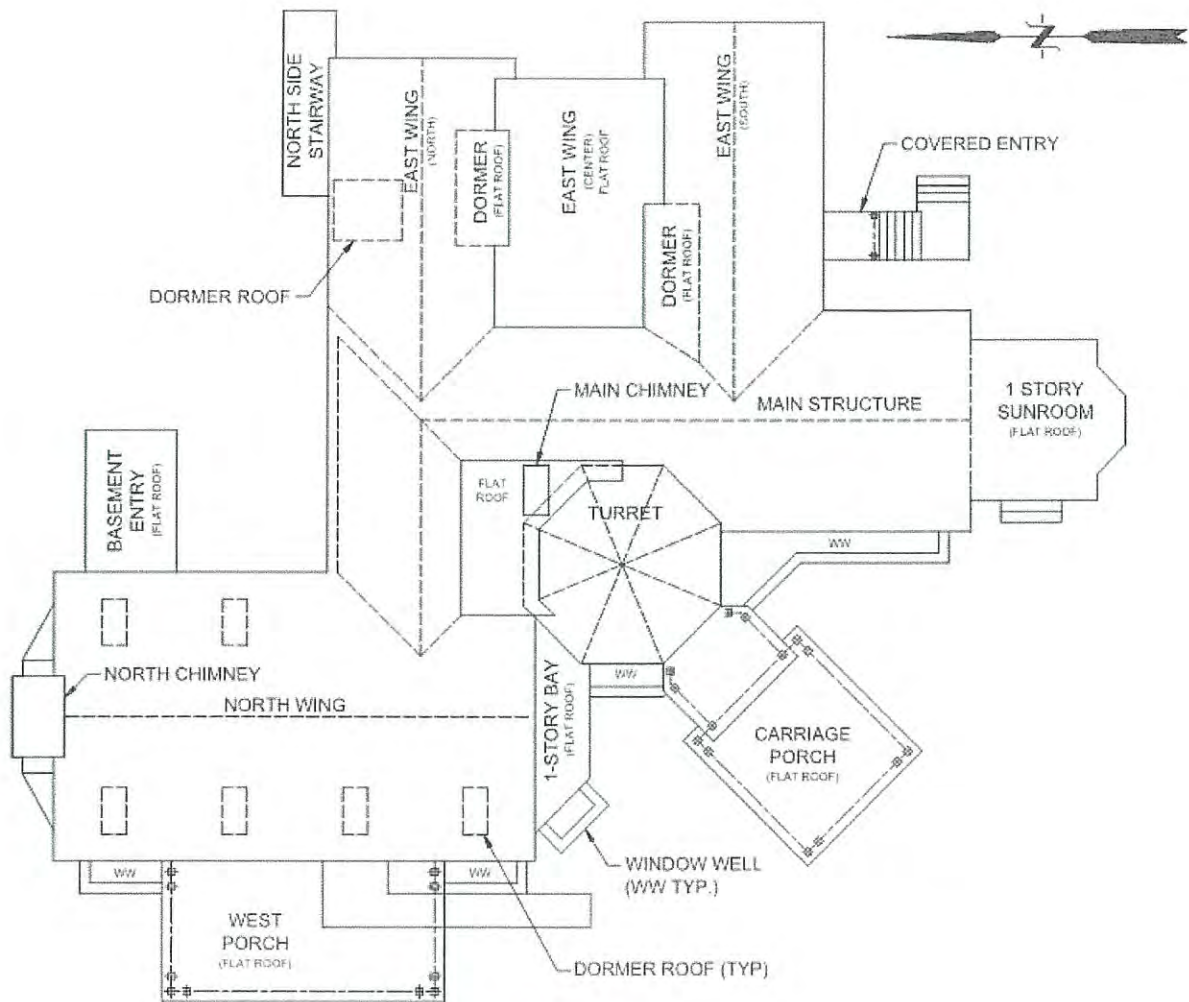
On August 13, 2019, SILVA visually inspected the Chimneys and the Roofing systems utilizing an aerial lift platform; these inspections were primarily conducted from the aerial lift.

Additionally, documents regarding the structure's construction were not available for SILVA's review.

SCOPE OF INVESTIGATION

BUILDING DESCRIPTION

The site includes a single structure with several inter-connected wings. For Report purposes, we have identified areas of the building as the North Wing (includes Ballroom), Main Structure (includes First Floor Meeting Room and Turret section), and East Wing (includes North, Center and South sections). These approximate areas are indicated in the following plan.



KEY PLAN

Building History

According to an article in the March 7, 1943 issue of the Hartford Daily Courant, the building was constructed in 1930 for \$40,000, and was used as the clubhouse for the Sunset Ridge Country Club, which filed for bankruptcy approximately seven years later. The building was then sold at auction and became known as Hilltop House, which was leased for banquets and parties. During World War II, it was leased to the U.S. Federal Government, until being subsequently sold to Richard and Morris Bezzini in 1943. United Aircraft eventually took over ownership of the property, and donated the property to the Town of East Hartford in 1949 as a War Memorial. The building is presently used for Rotary Club meetings and available for to be rented by the public functions.

Building Construction

The building is a Tudor Revival style structure constructed of conventional wood-framing with an exterior consisting of a combination of stucco, brick masonry, and wood shakes. The structure has a cast-in-place concrete foundation with a full-depth Basement for the entire structure footprint.

Roofing systems for the structure consist of consist of an asphalt shingle system for the Turret and gable style roofs, while an EPDM membrane system is utilized at the numerous flat roof locations. A copper standing seam roofing system is installed on the North Wing Bay windows, which also utilizes copper flashing at the intersection with the North Chimney. Copper flashing is also utilized at other visible roof line locations for the North and Main Chimneys, and a decorative copper cap is installed at the Turret roof peak.

Access to Structure

The structure includes several entrances/exits at the First Floor, as well as at the lower Basement level.

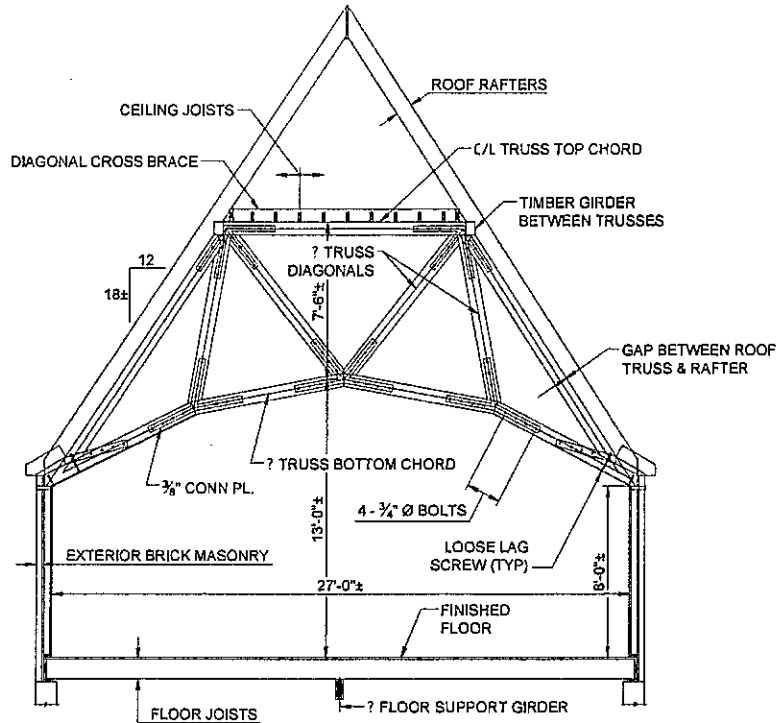
The Main Entrance is located at the intersection of the North Wing and Main Structure, where there is a Carriage Porch and a second floor roof Turret. The first floor of the North Wing Ballroom includes a Patio access on the West Elevation, which also serves as the Handicapped Accessibility entrance to the structure. The Main Structure Sunroom also includes a First Floor west exit, with several concrete steps.

The Basement entries are located on the north and south sides of the structure, and include steps down into the Basement from the lower at-grade level. Additionally, an enclosed stairway on the east side of the structure provides access from the First Floor and Second Floor apartment to the lower at-grade level. A Covered Entry with stairs is also located on the south side of the structure and provides access from the First Floor to the lower at-grade level.

North Wing

Structural Framing

The roof framing of the North Wing Ballroom has a steep gable roof with three timber scissor trusses supporting dimensional lumber framing; the timber appear to be a softwood species such as Douglas fir/larch. The room has a Cathedral ceiling (which is partially sloped reflecting part of the gable roof.) The top ceiling is flat and aligns with the top chord of the truss; above this ceiling is an Attic area that has limited accessibility. Ceiling and wall finishes conceal the majority of the building's structural system, with the exception of the trusses.



The three trusses are spaced at approximately 12'-6" on-center. Truss chord and diagonal members consist of 5-1/4" x 7-1/4" timbers which are connected by 3/8" thick steel connection plates with 3/4" diameter through-bolts. Timber posts (4 x 6) support the trusses, and horizontal timber beams connect the trusses at the top chord.

Roof Framing

The roof framing system consists of dimensional lumber rafters, supported by the East and West exterior walls, and by the horizontal timber beams at the upper truss chord. The Attic framing consists of wood ceiling joists with diagonal cross bracing members located between each truss. Note that lateral restraint of the roof rafters at the level of the flat ceiling is provided only at the location of the trusses since the ceiling joists run perpendicular to the trusses.

Exterior Walls

Exterior walls consist of 2 x 4 wood-framed walls between the timber posts. The total wall thickness was measured as 10" (from interior face of the wood framed wall to the exterior brick surface.) The wall likely consists of a 4" brick masonry unit, with a 1" air cavity, and a 1" thick exterior wood plank sheathing over the wood-framed walls.

Note: The top and bottom wall plates are not continuous and terminate at each timber post.

OBSERVATIONS and RECOMMENDED REPAIRS

INVESTIGATIONS

A visual site inspection to assess the structural condition of the building was conducted on July 22 through July 24, and on August 13, 2019.

The inspection did not include removal of finishes to expose covered structural elements; and documents regarding the structure's construction were not available for SILVA's review.

Additionally, no new or updated structural computations were performed as part of this inspection.

See **Appendix A - Sketches**, and **Appendix B - Photographs** for documentation of observed conditions of the structures and site components.

OBSERVATIONS and RECOMMENDED REPAIRS

Summary

In general, the overall condition of the structure was found to be fair. However, there are major concerns with the North Wing roof structural system movement, which was previously investigated by SILVA, and the overall and operational condition of the buildings two chimneys, particularly the Main Structure chimney.

North Wing

2008 Investigation

Separation of the top chords of the roof trusses at the sloped section of the ceiling, was initially noted in 2008, with preliminary investigations and monitoring conducted between 2008 and 2010.

As part of the initial investigation, string-line measurements were also taken at the top of the East and West walls between June 2009, and April 2010.

[Note: The procedure used for taking string-line measurements included stringing a line between nails located on the north and south walls, 1.5 feet from East and West Walls, and measuring the distance from the string-line to established points along these walls.]

2019 Investigation

Measurements (using the original procedure previously described) were taken on July 22, 2019, and the measured results are presented in **Sketch SK-07**. These measurements indicate that an additional 1/8" (plus / minus) outward displacement of the West Wall has occurred since June 2009.

A slight racking of the building frame may now be occurring. An inward displacement of the East Wall has occurred (at the southern interior wall where it is attached to the Main Structure.) A 1/8" (plus / minus) inward displacement was measured at this location; this displacement was not observed during the 2008 investigation.

Review of crack monitor gauges placed between each truss and the sloped ceiling show slight additional separation in the range of 1/8". Crack gauge reading results are presented in **Appendix C**.

Displacement cracks were also observed in the exterior and interior finishes of the North Wing. Interior cracking of finishes were observed in the Ballroom, particular above the roof dormer windows; and additional cracks and displacement of the exterior brick masonry was observed, particularly on the west elevation. The roof structure above the Attic did not show any significant areas of distress. However, the West Porch exterior columns are significantly out of plumb, and likely having been pushed outward (west) by the displacement of the North Wing roof structure.

2019 Assessment

There does not appear to be any significant and immediate structural safety concern with the North Wing structural system. However, stabilization measures will need to be performed in order to prevent further displacement to the structure as well as further damage to interior finishes and exterior masonry cladding.

During the 2008 investigation, SILVA presented a method to stabilize the structure by installing rafter ties in the Attic above the existing Cathedral ceiling. Based on the results of our current investigations, SILVA now recommends implantation of the following structural stabilization measures:

- Installation of a structural steel beam and column system in order to support the existing roof structure. Columns can be hidden behind existing interior wall finishes, and steel girders located within the Attic.
- Installation of horizontal steel beams (between the top chord of the trusses) to prevent additional separation between the trusses and the ceiling. The steel beams will be connected to the existing trusses, and will also be secured to the roof rafters. These steel members will need to be installed within the Ballroom space but could be covered with a wood cladding to mimic the appearance of the timber trusses.

Chimneys

The building chimneys are constructed of brick masonry with intermittent decorative stone masonry units of varying sizes. The structure's two chimneys are as follows:

- Main Structure Chimney, located in the center of the Main Structure; and the
- North Chimney, located on the center of the north wall of the North Wing.

Typical Requirements for Masonry Restoration

The following is an excerpt of the National Park Service "Preservation Brief No. 2 "Repointing Mortar Joints in Historic Masonry Buildings". This excerpt includes recommendations for selection of mortar for masonry repointing, and describes damage that can result when using the wrong type of mortar.

" Mortars for repointing should be softer or more permeable than the masonry units and no harder or more impermeable than the historic mortar to prevent damage to the masonry units. It is a common error to assume that hardness or high strength is a measure of appropriateness, particularly for lime-based historic mortars. Stresses within a wall caused by expansion, contraction, moisture migration, or settlement must be accommodated in some manner; in a masonry wall, these stresses should be relieved by the mortar rather than by the masonry units. A mortar that is stronger in compressive strength than the masonry units will not "give," thus causing stresses to be relieved through the masonry units--resulting in permanent damage to the masonry, such as cracking and spalling, that cannot be repaired easily.

While stresses can also break the bond between the mortar and the masonry units, permitting water to penetrate the resulting hairline cracks, this is easier to correct in the joint through repointing than if the break occurs in the masonry units.

Permeability, or rate of vapor transmission, is also critical. High lime mortars are more permeable than denser cement mortars. Historically, mortar acted as a bedding material—not unlike an expansion joint—rather than a "glue" for the masonry units, and moisture was able to migrate through the mortar joints rather than the masonry units. When moisture evaporates from the masonry it deposits any soluble salts either on the surface as efflorescence or below the surface as subflorescence. While salts deposited on the surface of masonry units are usually relatively harmless, salt crystallization within a masonry unit creates pressure that can cause parts of the outer surface to spall off or delaminate. If the mortar does not permit moisture or moisture vapor to migrate out of the wall and evaporate, the result will be damage to the masonry units. "

Main Structure Chimney

The Main Structure Chimney is located approximately within the center of the Main Structure, and is adjacent to the Turret. The chimney rises from a flat roof area to a height of approximately 50 to 60 feet above grade.

The main chimney has significant water damage with several significant cracks, loose bricks, and broken/loose mortar. It appears that several types of repairs have been previously attempted, including the repointing of the brick masonry. However, the masonry repointing appears to have been performed without taking into consideration the differences between historic and modern mortar compositions.

The extent of cracking within the chimney is causing extensive water damage to the interior of the building. Based on the extent of deterioration, the existing chimney will need to be removed and reconstructed from above the existing roofline.

This work will need to be completed in the short term due to its condition and potential for partial collapse. Additionally, the active water leakage within the building will eventually lead to significant damage to the existing structure if not addressed in the short term.

North Chimney

The North Chimney is located on the north wall of the North Wing, adjacent on the west and east with floor-to-ceiling Bay Windows with a copper roofing system. The chimney also includes copper step flashing at the one-story Bay roofing systems. The mid-height section of the chimney consists of a transition to a two flue wide system towards the North Wing roof eaves and ridge line, and includes copper flashing at exposed-to-view areas adjacent to the asphalt roofing system. The South wall surface of the chimney includes a heavy layer of mastic over the step flashing members. The top 10-courses of brick masonry have been partially rebuilt. A copper lightning protection system is attached to the clay flue liners and the ridge line of the North Wing, which is connected with copper grounding wire.

Damage to the North Chimney is not as significant as the Main Chimney, but due to its condition, repairs will also need to be addressed in the short term. There is extensive damage to the brick and stone masonry section that transitions from the wide base to the narrower, two flue wide upper chimney section.

North Chimney Repairs

Recommended North Chimney repairs include:

- Repointing / repairing of mortar joints throughout brick masonry wall surfaces, with localized repairs to individual bricks and decorative concrete units. All repairs will need to be made in accordance with the recommendations of the National Park Service Preservation Briefs.
- Regrouting and resealing of copper flashing at Bay window roof and ridge roof lines of North Wing.
- Replacement and resealing of two clay flue liners with extensive visible cracking above the decorative concrete cap. Replacement of entire flue liner may be warranted.
- Repairing missing and cracked mortar near the top of the chimney (located at intersection of rebuilt courses with original brick chimney masonry.)
- Regrouting and repairing cracked brick units at West elevation near ridge line, and deteriorated sections of decorative concrete units.
- General overall cleaning of brick masonry due to water staining and moss growth on transition section at second floor chimney section.

Other Noted Areas of Concern

The following building components were also identified during the inspection as areas of concern that will likely require upgrades, replacements, and/or repairs.

Roof Systems

There are locations throughout all floors of the structure with signs of previous and ongoing water leakage, including ceiling and wall staining, high moisture levels, and deterioration and displacement of interior finishes. The areas of major damage occur primarily around the Turret roof, and at the chimney roof penetrations.

- Asphalt Shingle Roofing. These systems show signs of cupping, missing mineral granule surfacing material, gouges, cracking/tearing, patches, and missing shingles. It is likely that the roofing system is nearing the anticipated life expectancy and will need to be replaced. Repairs will need to address the direction of water flow adjacent to the turret.
- EPDM Roofing. These systems include areas with bare spots, low points, and blistering along the edge. The EPDM roofing is also nearing the end of its anticipated life expectancy and will need to be replaced.

Cedar Shake Shingles

In several locations throughout the exterior, the shake shingles are showing signs of splitting, cupping and other decay. It is estimated that 10 to 20 percent of the shingles (at a minimum) will need to be removed and replaced.

Stucco and Wood Exterior Trim

Existing components include decorative half-timbering with stucco infill. There are several locations with displaced or missing exterior trim, trim showing woodpecker damage, separation between stucco and decorative half-timbering, and areas of decayed wood. These locations will need to be repaired as part of the overall improvements and waterproofing of the exterior envelope.

Windows

Existing windows appear to be vinyl clad replacement double-hung windows. Several windows do not appear to close properly, and the vinyl track for many of the windows (particularly south and west facing windows) appears to have broken-down due to UV exposure. Replacement of the windows should be considered.

Building Masonry Repair

Aside from the masonry chimneys, there are several locations along the masonry veneer exterior with cracked mortar joints, displaced masonry units and cracked masonry. After addressing the structural issues related to the North Wing, the exterior brick masonry will need to be restored.

Paint System

Paint System shows peeling paint and faded/broken down paint system. The exterior painted surfaces of the building will need to be fully repainted.

Drainage System

There are several area along the exterior perimeter of the building where drainage improvements will be required, including within the existing window wells, along the east side of the building where water is directed toward the building, and at the east and south side Basement entry.

Handicapped Accessibility

The existing Handicapped Ramp does not appear to meet current ADA requirements and also has inadequate and corroded railing system. The adjacent Patio slab for the West Porch has areas of cracking and deterioration. It is recommended that the Patio slab be replaced with a slab that is at the same elevation as the interior finished floor to provide unrestricted handicapped access to the building.

Interior Finishes

Numerous interior locations have varying levels of damage due to water leaks from the existing chimneys, roof issues, or interior plumbing. Visible damage will need to be repaired and restored.

- These types of water leaks may have also caused damage and/or decay to interior structural members; concealed conditions will need to be checked during interior finish repairs, and repaired as conditions warrant.

Building Access

- Concrete Retaining Wall at East Basement entry has significant cracking and will need to be replaced.
- Covered stair entry at East Wing (South) has a missing roof structure and several decayed structural members. The entry structure will need to be rebuilt.

Handicapped Parking Railing System

- Handicapped parking is provided to the south of the building and includes a retaining wall on three sides of the sloping terrain. The retaining wall includes a four-rail pipe rail system with significant corrosion and broken pipe rails. The system is not crash-worthy and will not prevent a vehicle from going over the retaining wall in case of an accident. It is recommended that the railing system be replaced with a crash-worthy timber rail system.

Budgetary Opinion of Cost

The following Table provides a Budgetary Opinion of Cost for the Repairs outlined above. Note that this estimate is based on a limited and general investigation of the building. Additional evaluation will be necessary to refine the scope of repairs, as well as developing a design concept for the structural stabilization of the North Wing roof structure. This refinement will assist in developing a more detailed cost associated with the proposed repairs.

Note also that the Budgetary Opinion of Cost only includes costs associated with work related to the structural system and building envelope / exterior.

Work beyond this scope may include the following:


- Upgrades to plumbing system. There is evidence of damage to interior finishes that may be related to active or repaired plumbing leaks.
- Upgrades to mechanical/electrical systems.
- Installation of building insulation systems.
- Evaluation of building interior handicapped accessibility requirements.
- General upgrades/renovation of building interior.

Finally, the Budgetary Opinion of Cost does not include potential cost of remediation for mold and asbestos and other hazardous materials that may be found within the building.

Veterans Memorial Clubhouse East Hartford, CT	
Preliminary Budgetary Estimate of Cost for Structural and Building Envelope Repairs	
Item	Cost
Asphalt Shingle Replacement	\$ 57,800.00
EPDM Roof Replacement	\$ 32,000.00
Cedar Shake Shingle Replacement	\$ 8,400.00
Wood Exterior Repairs	\$ 20,000.00
Window Replacement	\$ 70,000.00
Center Chimney Replacement	\$ 70,000.00
North Chimney Repairs	\$ 28,000.00
Masonry Repairs	\$ 10,000.00
Repaint Exterior	\$ 20,000.00
Structural Repairs/Stabilization - North Wing	\$ 200,000.00
Exterior Drainage Improvements	\$ 50,000.00
Upgrade Handicapped Ramp	\$ 3,000.00
Upgrade Rail at Parking area	\$ 15,000.00
Patch Water Damaged Interior Finishes	\$ 15,000.00
Structural Repairs - Interior	\$ 20,000.00
Basement Entry Retaining Wall	\$ 13,500.00
East Side Entry Covered Structure	\$ 15,000.00
	Subtotal \$ 647,700.00
	Contingencies (20%) \$ 129,540.00
	Total Budgetary Cost \$ 777,240.00
	Say \$ 780,000.00

Walsh, Mike

From: BENJAMIN P. WHITTAKER <whittaker.bp@easthartford.org>
Sent: Monday, September 23, 2019 1:49 PM
To: Walsh, Mike; Trzetzak, Linda
Cc: PAUL MAINULI
Subject: Roof Referendum

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

Hi Mike and Linda,

Friar Architecture has completed conceptual designs and estimates for the East Hartford Middle School and East Hartford High School Roof Replacement projects which we would like to include in a 2020 referendum. Huge numbers, and higher than we had thought internally.

Estimates are as follows:

- EHMS Total=\$6,159,739 with Local Share of \$1,992,625
- EHHS Total= \$9,153,375 with Local Share of \$2,879,078
- Friar was very conservative in their estimating since this is a referendum Also, it is questionable whether certain areas of the schools will be fully or partially reimbursable (second gyms and pools carried at 50% eligible, but there may be issues with main gyms, auditoriums, etc)
- Overall Referendum would be \$15,673,114 with a \$4,871,703 Local Share

Would you have some time to meet next week to review the estimates and discuss strategy and process for a potential referendum? I'm available anytime on Tuesday, Wednesday, or Friday next week. Please let me know what works for you.

Thanks,

Ben Whittaker
Director of Facilities
East Hartford Public Schools
860-622-5952

First
1



Project: **Proposed Roof Replacement
East Hartford High School
East Hartford, CT**

Estimate: **3**
Conceptual
September-19

Gross SF (roof): **239,998**

Construction Costs

Trade Costs				Costs
Division	Description	%	Value	Per SF
100000	General Conditions - In Costs Below	0.00%	\$ -	0.00
020000	Demolition	0.92%	\$ 70,580.86	0.29
030000	Concrete Maintenance	0.00%	\$ -	0.00
040000	Masonry	0.20%	\$ 15,625.00	0.07
050000	Metals	0.00%	\$ -	0.00
060000	Wood & Plastics	0.00%	\$ -	0.00
070000	Thermal & Moisture Protection	98.88%	\$ 7,588,383.25	31.62
080000	Doors, Frames, Hdwe	0.00%	\$ -	0.00
090000	Finishes	0.00%	\$ -	0.00
100000	Specialties	0.00%	\$ -	0.00
110000	Equipment	0.00%	\$ -	0.00
120000	Furnishings	0.00%	\$ -	0.00
130000	Special Construction	0.00%	\$ -	0.00
140000	Conveying Systems	0.00%	\$ -	0.00
210000	Fire Suppression	0.00%	\$ -	0.00
220000	Plumbing	0.00%	\$ -	0.00
230000	HVAC	0.00%	\$ -	0.00
260000	Electrical Systems	0.00%	\$ -	0.00
270000	Communications	0.00%	\$ -	0.00
280000	Security	0.00%	\$ -	0.00
320000	Sitework	0.00%	\$ -	0.00
Sub - Total			\$ 7,674,589.11	31.98

Construction Contingencies & Fees

	Owners Contingency	5%	\$ 383,729.46	1.60
	Contractor OH&P - In Costs Above	0%	\$ -	0.00
	Haz Mat Contingency	0%	\$ -	0.00
	Permits - <i>local fees waived, CT Education Fee inc.</i>		\$ 1,995.39	0.01
	Estimating Contingency	5%	\$ 383,729.46	1.60
	Escalation @ 3% year (2022)	8.50%	\$ 652,340.07	2.72
	Insurance	1%	\$ 76,745.89	0.32
Sub - Total			\$ 1,498,540.27	6.24

Total Construction Costs \$ 9,173,129.38

Other Costs

	Moving costs	0.00%	\$ -	0.00
	Design costs	3.50%	\$ 321,059.53	1.34
	Testing	0.25%	\$ 19,186.47	0.00
Sub - Total			\$ 340,246.00	1.34

Total Other Costs \$ 340,246.00

Project Costs

	Total Construction Costs	\$ 9,173,129.38	38.22
	Total Other Costs	\$ 340,246.00	1.42
Total Project Costs		\$ 9,513,375.38	39.64
	Ineligible Project Costs	\$ 512,775.00	
	Partial Ineligible Project Costs	\$ 320,373.91	
	Partial Eligible Project Costs	\$ 320,373.91	
	Eligible Project Costs	\$ 8,359,852.55	
	East Hartford Reimbursement Rate	76.43%	
	Projected State Reimbursement	\$ 6,634,297.09	
	Projected Local Share	\$ 2,879,078.29	

Qualifications:

Prevailing Wage Rates included. No CT sales tax on Labor and/or Materials is included. All work will be performed during a 40 hour work week. All local permit fees will be waived.

Allowances:

Masonry Repairs (500 sf), Deck replacement (5%), Wood blocking (2,000 sf)

Second



Project: Proposed Roof Replacement
East Hartford Middle School
East Hartford, CT

Estimate: 3
Conceptual
September-19

Gross SF (roof): 155,543

Construction Costs

Trade Costs				Costs
Division	Description	%	Value	Per SF
100000	General Conditions - In Cost Below	0.00%	\$ -	0.00
020000	Demolition	0.92%	\$ 45,740.63	0.29
030000	Concrete Maintenance	0.00%	\$ -	0.00
040000	Masonry	0.06%	\$ 3,125.00	0.02
050000	Metals	0.00%	\$ -	0.00
060000	Wood & Plastics	0.00%	\$ -	0.00
070000	Thermal & Moisture Protection	99.02%	\$ 4,920,293.03	31.63
080000	Doors, Frames, Hdwe	0.00%	\$ -	0.00
090000	Finishes	0.00%	\$ -	0.00
100000	Specialties	0.00%	\$ -	0.00
110000	Equipment	0.00%	\$ -	0.00
120000	Furnishings	0.00%	\$ -	0.00
130000	Special Construction	0.00%	\$ -	0.00
140000	Conveying Systems	0.00%	\$ -	0.00
210000	Fire Suppression	0.00%	\$ -	0.00
220000	Plumbing	0.00%	\$ -	0.00
230000	HVAC	0.00%	\$ -	0.00
260000	Electrical Systems	0.00%	\$ -	0.00
270000	Communications	0.00%	\$ -	0.00
280000	Security	0.00%	\$ -	0.00
320000	Sitework	0.00%	\$ -	0.00
Sub - Total			\$ 4,969,158.66	31.95

Construction Contingencies & Fees

Owners Contingency	5%	\$ 248,457.93	1.60	
Contractor OH&P - In Cost Above	0%	\$ -	0.00	
Haz Mat Contingency	0%	\$ -	0.00	
Permits - local fees waived, CT Education Fee inc.		\$1,291.98	0.01	
Estimating Contingency	5%	\$ 248,457.93	1.60	
Escalation	8.50%	\$ 422,378.49	2.72	
Insurance	1%	\$ 49,691.59	0.32	
Sub - Total			\$ 970,277.92	6.24

Total Construction Costs \$ 5,939,436.58

Other Costs

Moving costs	0.00%	\$ -	0.00	
Design costs	3.50%	\$ 207,880.28	1.34	
Testing	0.25%	\$ 12,422.90	0.00	
Sub - Total			\$ 220,303.18	1.34

Total Other Costs \$ 220,303.18

Project Costs

Total Construction Costs	\$ 5,939,436.58	38.19	
Total Other Costs	\$ 220,303.18	1.42	
Total Project Costs		\$ 6,159,739.75	39.60
Fully Ineligible Project Costs	\$ 341,385.00		
Partial Ineligible Project Costs	\$ 366,156.98		
Partial Eligible Project Costs	\$ 366,156.98		
Fully Eligible Project Costs	\$ 5,086,040.79		
East Hartford Reimbursement Rate	76.43%		
Projected State Reimbursement	\$ 4,167,114.76		
Projected Local Share		\$ 1,992,624.99	

Qualifications:

Prevailing Wage Rates included. No CT sales tax on Labor and/or Materials is included. All work will be performed during a 40 hour work week. All local permit fees will be waived.

Allowances:

Masonry Repairs (250sf), Deck replacement (5%), Wood blocking (1,000 sf)



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 4, 2019
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: Approval of the Police Pension Plan Agreement

Please see attached a newly negotiated Police Pension Plan Agreement from Finance Director Mike Walsh with a discussion of the negotiations that transpired to get the agreement to this point as well as a brief summary of the changes.

Background:

As the Police Department worked on accreditation, there were several policy and procedural issues where the Chief had to work closely with the Police Union to facilitate agreements as any changes were closely linked to existing labor agreements.

Along the way, the Police Union reached out and asked if the existing Pension Plan Agreement (expiring December 31, 2021) could be extended "as is" by the Town for five additional years. However, due to the large unfunded liability now accrued and the fact that the existing plan is unsustainable for the long-term, the Town was unable to agree to their request, but we kept talking.

In the end, after working cooperatively together, the Town submitted a proposal whereby all existing officers would be grandfathered and enjoy the existing pension plan benefit and a more modest yet still robust plan would be offered to new hires. In a vote take on September 24th, 2019, the Police Union overwhelmingly accepted the Town's offer.

Changes:

The more modest plan is presented on page two of the Segal Actuarial Analysis attached, but in a nutshell, the benefit multiplier is reduced from 2.5% to 2.33% per year, employee contributions move from 8% to 9%, the Cola is reduced from 2% starting in the 5th year to 1% starting in the 7th year, and the lump sum which was previously included in the final average salary calculation is now excluded.

Costs:

While unfunded legacy costs of the current plan will still be paid by the Town, new costs of the plan will be reduced from a net of 13% of employee pay to 7% of employee pay, resulting in an eventual \$617,000 of annual cost savings to the Town (that savings will ramp up incrementally over 25 years or after all 125 officers under the old plan are replaced with new hires under the new plan).

Please place this item on the agenda for the October 15th 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

C: S. Sansom, Police Chief
S. Malave, HR Director,
S. Franklin, HR Benefits,
M. Walsh, Finance Director

Allocation of Contributions for Fiscal Year Ending June 30, 2020

	Town of East Hartford Board of Education	Police	Fire	Paraprofessionals	Disables	IRA
1. Employer normal cost						
a) Total normal cost	1,196,120	2,085,879	21% 2,432,253	201,116	108,173	6,023,541
b) Administrative expenses *	90,148	40,230	42,857	23,153	3,612	200,000
c) Projected employee contributions	<u>756,736</u>	<u>788,541</u>	8% <u>1,091,810</u>	<u>144,109</u>	<u>103,450</u>	<u>2,884,646</u>
d) Employer normal cost: (a) + (b) - (c)	\$529,532	\$1,337,568	\$1,383,300	\$80,160	\$8,335	\$3,338,895
e) Number of participants	549	245	261	141	22	1,218
2. Actuarial Accrued Liability						
a) Active	45,603,324	45,490,425	75,141,473	4,450,507	1,770,042	172,455,771
b) Inactive vested	2,134,676	7,747	104,666	764,099	78,641	3,089,829
c) Retirees, beneficiaries, and disabled	<u>92,868,675</u>	<u>87,159,614</u>	<u>74,912,608</u>	<u>1,293,212</u>	<u>2,767,773</u>	<u>259,001,882</u>
d) Total Actuarial Accrued Liability	\$140,606,675	\$132,657,786	\$150,158,747	\$6,507,818	\$4,616,456	\$434,547,482
3. Assets at Actuarial Value **	\$75,902,679	\$71,611,688	\$81,059,104	\$3,513,068	\$2,492,068	\$234,578,607
4. Unfunded Accrued Liability: (2d) - (3)	\$64,703,996	\$61,046,098	\$69,099,643	\$2,994,750	\$2,124,388	\$199,968,875
5. Payment on unfunded Accrued Liability (25-year amortization, effective interest rate 4.21%)						
a) Payment	4,064,395	3,834,624	4,340,509	188,116	133,444	12,561,088
b) Amortization years	25	25	25	25	25	25
c) Interest rate (1.0760 + 1.0325 - 1)	4.21%	4.21%	4.21%	4.21%	4.21%	4.21%
6. Annual cost as of July 1, 2018 (1d) + (5a)	\$4,593,927	\$5,172,192	\$5,723,809	\$268,276	\$141,779	\$15,899,983
7. Payroll	\$10,767,003	\$10,436,140	\$12,978,860	\$2,599,879	\$1,340,877	\$38,122,759
8. Cost as a percent of payroll	42.67%	49.56%	21% 44.10%	10.32%	10.57%	41.71%
9. Actuarially Determined Contribution (ADC) for fiscal year ending June 30, 2020						
a) Normal cost and expenses	546,742	1,381,039	1,428,257	82,765	8,606	3,447,409
b) Amortization payment	<u>4,196,487</u>	<u>3,959,249</u>	<u>4,481,576</u>	<u>194,230</u>	<u>137,781</u>	<u>12,969,323</u>
c) ADC payable July 1, 2019	\$4,743,229	\$5,340,288	\$5,909,833	\$276,995	\$146,387	\$16,416,732

* Allocated based on number of participants (excluding inactive non-vested)

** Allocated based on ratio of Accrued Liability per group to total Accrued Liability

Walsh, Mike

From: Walsh, Mike
Sent: Wednesday, September 11, 2019 2:49 PM
To: Sansom, Scott
Cc: Leclerc, Marcia; Malave, Santiago; Franklin, Sandy; Trzetzziak, Linda
Subject: Police Pension Plan Proposal
Attachments: 20190911150225614.pdf

Chief --

By way of this e-mail, as a follow-up to our discussions with the EHPD Union, attached please find a four page PDF which sets out to quantify our off the record offer to the EHPD Union in the event they agree to open up the pension agreement to make the following change:

- The baseline (existing) pension plan (first column on page 3 of the attached PDF) available to the officers will remain in place "as is" for every officer currently in the employment of the Town of East Hartford. Sometimes this is called grandfathering in existing employees, freezing the existing benefit, or locking out new officers. Whatever it's called, we will provided the existing benefit for all officers currently in our employment.
- For that consideration, the Town respectfully requests that a modified set of benefits be offered to new officers (those hired after October 1, 2019 as an example) that reflect the "proposed plan" which is detailed in the third column on page 3 of the attached PDF. New employees would receive a slightly lower retirement multiplier (2.33%), a slightly higher employee contribution (9%), and a lower COLA offered after the 7th year of retirement (1%). For clarification purposes, the full lump sum which is included in officer retirements now will be wholly excluded under the proposed plan.

We have also compared CMERS to the Baseline (existing) and Proposed Plan but do not recommend it as there is no DROP provision available to the officers.


Finally, on page one of the attached PDF via an e-mail communication, a sample monthly retirement benefit for an officer under the old plan and the new plan is compared to show the richness of the existing benefit comparing it to the proposed plan. You'll note that under the proposed plan, we've still maintained enough of the benefit to insure that East Hartford has an above average pension plan benefit to attract and retain officer candidates while lowering the cost of providing that plan benefit to the Town of East Hartford.

Let me know how you want to proceed. Thanks.

Michael P. Walsh, Director of Finance
Town of East Hartford
740 Main Street
East Hartford, CT 06108
Telephone: (860) 291-7246
Facsimile: (860) 289-0831
E-Mail: MWalsh@easthartfordct.gov

Walsh, Mike

From: Nearing, Henry <hnearing@sibson.com>
Sent: Wednesday, September 11, 2019 1:55 PM
To: Walsh, Mike
Cc: Monde, Sara; Sweeney, Matthew J.
Subject: Possible Plan Change [IWOV-EAST.FID21536]
Attachments: Police_proposal.pdf

 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.

Mike,

As requested, please see the attached letter with cost estimates for a new Police employee under the current plan and a proposed plan.

We have also estimated the monthly benefit for a sample retiree under both plans. Under the current plan, the retiree would receive a monthly benefit of \$8,100. Under the proposed plan outlined in the letter, the retiree would receive a monthly benefit of \$6,300.

Please let us know if you have any questions or would like to discuss.

Thanks,

Henry

Henry Nearing, FCA, EA, MAAA
Vice President & Consulting Actuary
Segal Consulting
30 Waterside Drive | Farmington, CT 06032-3069
T 860.678.3036 | F 860.371.3429
hnearing@segalco.com

Annually *97,200* *75,600*

Segal Consulting is a member of The Segal Group

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Thank you.



30 Waterside Drive Suite 300 Farmington, CT 06032-3069
T 860.678.3000 www.segalco.com

September 11, 2019

VIA EMAIL

Mr. Michael P. Walsh
Finance Director
Town of East Hartford
740 Main Street
East Hartford, CT 06108-3114

Dear Mike:

Per the Town's request, we have estimated the cost to the Town to hire a new Police employee under the following two benefit scenarios:

1. **"Baseline" scenario – no changes to the current plan provisions.** A new hire in this category would be subject to the plan provisions in place currently for Police employees:
 - *Amount of Benefit:* 2.5% of Final Average Pay per year of service to a maximum of 75% of Final Average Pay (maximum of 30 years of service).
 - *Calculation of Final Average Earnings:* Includes a lump sum amount for unused vacation and sick leave at retirement.
 - *Employee Contributions:* 8% of regular compensation.
 - *Cost-of-Living Increases:* 2% annual increase beginning in the 5th year of retirement.

2. **Proposed plan – This scenario uses the same plan provisions as those in the Baseline scenario except for the following:**
 - *Amount of Benefit:* 2.33% of Final Average Pay per year of service to a maximum of 70% of Final Average Pay (maximum of 30 years of service).
 - *Calculation of Final Average Earnings:* Does not include a lump sum amount for unused vacation and sick leave at retirement.
 - *Employee Contributions:* 9% of regular compensation.
 - *Cost-of-Living Increases:* 1% annual increase beginning in the 7th year of retirement.

Plan Comparison and Estimated Cost

The following table shows the estimated cost under each scenario.

	"Baseline" Scenario	Current MERS Plan	Proposed Plan
Normal Retirement	25 and out or 65/15	25 and out or 55/5	25 and out or 65/15
Benefit Multiplier	2.50%	2.00%	2.33%
Lump sum in FAE	Yes	No	No
Employee Contributions	8.00%	5.00%	9.00%
COLA Increases	2.0% starting 5 th year of retirement	60% of annual CPI increase (2.5 – 6.0%)	1.0% starting 7 th year of retirement
Gross cost as a % of pay	21.0%	21.0%	16.0%
Employee contribution	8.0%	5.0%	9.0%
Net cost as a % of pay	13.0%	16.0%	7.0%

Note that these cost comparisons do not take into account the existing unfunded liability for current Police employees, which for Police is an additional 38% of pay for the fiscal year ending in 2020.

Other Assumptions

The hypothetical new hire was assumed to be male and age 28 at hire. All other assumptions used are the same as those in the July 1, 2018 valuation report issued on April 5, 2019, unless otherwise previously noted.

Future actuarial measurements may differ significantly from the current measurements presented due to such factors as the following: experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, change in funding interest rate, or additional costs or contributions based on the Plan's funded status) and changes in plan provisions or applicable law or regulations. These estimates do not include an analysis of the potential range of such future measurements.

Mr. Michael P. Walsh
Page 3

The actuarial calculations were performed under my supervision. I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this results letter is complete and accurate. Further, in my opinion, the assumptions as approved by the Pension Board and the Town are reasonably related to the experience of and the expectations for the Plan.

Please let me know if you would like to discuss or have any questions.

Sincerely,



Henry P. Nearing, FCA, MAAA
Vice President & Consulting Actuary

8991089V1/00758.001

RETIREMENT PLAN
FOR
FULL-TIME EMPLOYEES OF THE POLICE DEPARTMENT
OF THE TOWN OF EAST HARTFORD

~~January 1, 2011 through December 31, 2021~~

~~Pursuant to Arbitration Award
Case No. 2012-MBA-376
Dated March 26, 2013~~

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**RETIREMENT PLAN FOR FULL-TIME EMPLOYEES OF
THE POLICE DEPARTMENT OF
THE TOWN OF EAST HARTFORD**

ARTICLE I -- DEFINITIONS

Section 1. The term "Dependents" shall mean either item (a) or item (b), whichever is applicable, subject to item (c):

- (a) The surviving widow or widower or widow or widower of a deceased Employee of the Police Department of the Town of East Hartford, during his or her legal status as such. The term "widow or widower" and "widow or widower" shall mean the surviving spouse of a police officer who shall have been married to him or her and living with him or her as his or her spouse at the time of his or her death, if he or she dies while in active service; or who shall have been married to him or her prior to his or her retirement and who shall have been living with him or her as his or her spouse at the time of his or her death, if he or she dies after retirement. Pension benefits will be payable to the surviving widow or widower until his or her death or remarriage. No benefits will be payable to the surviving widow or widower if there has been a final decree of divorce at the time of the Employee's death.
- (b) If there is no widow or widower -- the dependent child or children of the deceased Employee. The term "dependent child or children" shall mean any unmarried child under the age of 18, or over said age if: (1) physically or mentally incapacitated from engaging in gainful employment or (2) is a full-time undergraduate student at an accredited college or university. It shall not include any child born to a police officer more than nine months after his or her retirement from active service, but shall include natural children, adopted children, stepchildren and foster children living with the police officer at the time of such employee's death or retirement from active service.
- (c) If there is more than one child entitled to receive benefits, such sum shall be divided equally among them. Payments due to such child or children shall be made to their legal guardian, or, if they have no legal guardian, to such other person to expend for them as the Retirement Board may direct. Any monthly payments made to any surviving widow or widower shall cease upon his or her death or remarriage, and any such payment or portion therefore due any child shall cease upon the date when she or he ceases to qualify for such payment in accordance with the requirements herein before provided, and such portion of

such payment shall be divided equally among the remaining eligible children, if any.

Section 2. The term "Employee" and/or Police officer shall mean a full-time permanent investigatory and uniformed member of the Police Department with the authority to exercise police powers.

Section 3. The term "Retired Employee" shall mean a former Employee who is retired under the Retirement System and who is receiving a Pension provided for hereunder.

Section 4. The term "Employer" shall mean the Town of East Hartford.

Section 5. The term "Plan Year" shall mean the 12 months from December 31st to September 30th of the following year, both dates inclusive, through September 30, 1994. Commencing December 31, 1994, the "Plan Year" shall be changed to mean the fiscal period ending June 30th.

Section 6. For employees hired before December 31, 2019 the term "Final Average Salary" shall mean the employee's average annual pay, including overtime, holiday, longevity payments and vacation pay, and any lump sum payments resulting from unused accrued terminal/sick leave, vacation and compensatory time for the thirty-six (36) consecutive months of service with the Employer based on the plan year, which gave the highest average or the employee's final thirty-six (36) consecutive months of service with the Employer, whichever produces the highest average. It will also include any deferred salary or deferred wages that are considered annual pay/wages during the period used to determine the Final Average Salary.

For employees hired after December 31, 2019, the term "Final Average Salary" shall mean the Employees' average annual pay, including overtime, holiday, longevity payments and vacation pay for the thirty-six (36) consecutive months of service with the Employer based on the plan year, which gave the highest average or the employee's final thirty-six (36) consecutive months of service with the Employer, whichever produces the highest average. "Final Average Salary" 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".

Section 7. The effective date of the Retirement System was originated by the State Legislature on June 27, 1941; however, as used hereafter, the term "Effective Date" shall mean December 31, 1972, July 1, 1987, as amended by Arbitration Case No. 2012 MBA 376, upon signing the Agreement.

Section 8. The term "Insurance Company" shall mean the Aetna Life Insurance Company, or any legal reserve life insurance company organized or incorporated under the laws of any one of the United States of America and duly licensed in the State of Connecticut.

Section 9. The term "Interest" shall mean interest at the rate determined from time to time by the Retirement Board, and shall be substantially that which is earned net after expenses on the Retirement Fund, compounded annually on the last day of the Plan Year.

Section 10. The term "Permanently and Totally Disabled" shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in or perform the regular duties of any position in the Police Department, and such disability was not the result of the Employee's own willful misconduct and will be permanent and continuous for the remainder of his or her life. For the purposes of this Retirement System, willful misconduct shall be construed to include, but is not limited to, the following events:

- (a) Disability resulting from an intentionally self-inflicted injury.
- (b) Disability that was contracted, suffered or incurred while the Employee was engaged in or resulted from having engaged in a felonious enterprise.

Further, no disability benefits will be payable if such disability results from service in the Armed Forces of any country for which a service connected government disability is payable.

Section 11. 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. All assets and liabilities of the Disability and Dependent's Fund, as defined in the Pension Plan for Employees of the Town of East Hartford as constituted immediately before December 31, 1972, shall be merged with the assets of the Retirement Fund, and all future benefits that would have been made out of the Disability and Dependent's Fund shall be made from the assets of the Retirement Fund.

Section 12. The term "Retirement Board" shall mean the Board herein created for the administration of the Retirement System. The Board shall consist of 5 members, not more than 3 of whom shall belong to any one political party as follows: A member of the Town Council; the Town Treasurer; and 3 citizens of the Town of East Hartford, 1 of whom shall be a member of the Retirement System as selected by a coalition of the various bargaining groups of the Town. All members, except the Town Treasurer, shall be appointed by the Mayor, with the consent of the Town Council. The Town Treasurer and the member representing the Town Council shall be appointed for a term of 2 years; the other 3 members shall be appointed for terms of 5 years, and their respective successors shall be appointed for 5 year terms; provided, the term of office of each member shall continue until his or her successor shall be appointed and shall have qualified. 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 or she continues to be a member of the Board or body from which he or she was appointed or elected. The members of the Retirement Board shall serve without compensation. The Board shall make bylaws and regulations not inconsistent 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. 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 Town. 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. 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 13. The Term "Retirement System" shall mean the plan of retirement and other benefits for Employees of the Town of East Hartford as set forth in and by this document and all subsequent amendments thereto.

Section 14. The term "Pension or Pensions" shall mean a payment made to a Retired Employee or his or her Dependent according to the provision of this Retirement System, other than a return of contributions with interest.

Section 15. For employees hired before December 31, 2019 the term "Regular Compensation" shall mean the annual salary or wages of an Employee for services with the Town, including overtime, holiday, longevity payments vacation pay and any lump sum payments resulting from unused accrued sick leave vacation and compensatory time. It will 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.

For employees hired after December 31, 2019 the term "Regular Compensation" shall mean the annual salary or wages of an Employee for services with the Town, including overtime, holiday, longevity payments and vacation pay. It will 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.

Section 16. The term "Service Connected Benefit" shall mean any benefit payable upon the death or disability of an Employee who dies or becomes disabled during the performance of essential duties pertaining to his or her employment by the Town.

Section 17. The term "Non-Service Connected Benefit" shall mean any benefit payable upon the death or disability of an Employee who dies or becomes disabled from causes not related to his or her employment by the Town.

Section 18. The term "Continuous Service" shall mean uninterrupted employment of an Employee with the Employer. Continuous service with the Employer shall not be broken in the event of:

- (1) Absence with the consent of the Retirement Board during any period not in excess of one year, except that the Retirement Board may consent to extend the period of leave.
- (2) Absence from work because of occupational injury or disease incurred as a result of employment with the Employer, for which absence an Employee shall be entitled to Workers' Compensation payments.

In interpreting this section, the Employer will apply rules in a like manner to all Employees under similar circumstances.

An Employee shall not receive Credited Service in the case of the period of absence set forth in paragraph (1) of the above section, 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.

An Employee shall receive credit for military service after his or her employment date with the Town, in the Armed Forces of the United States in time of war, national emergency, or pursuant to a national conscription law which is immediately preceded and immediately followed by employment with the Town of East Hartford (within the statutory period during which his or her right to re-employment is guaranteed after he or she has first become eligible for discharge or separation from active duty). Period of voluntary enlistment or re-enlistment not affected during national emergency or time of war shall not be counted in determining Credited Service.

Failure to return to the employ of the Employer by the end of any period specified in the above sections shall be considered a termination of employment. Any other absence shall also be considered a termination of employment. Any Employee whose employment has been terminated shall, for the purpose of this Plan, be deemed a new Employee upon resumption of his or her employment unless he or she is vested in accordance with Article VII hereof.

An employee may purchase up to a maximum of four (4) additional years of service by paying the present value of the increase in future benefits purchased (both the Town's contribution and the employee's contribution). In particular, employees who are purchasing the military time will pay what they would have paid if they were in the plan for the years they purchased and also pay what the Town would have paid if they were in the plan for the years they purchased. The following additional terms and conditions will apply to the military leave buyback benefit:

- (a) There will be ~~three (3)~~ two (2) window periods within which a bargaining unit member can purchase military leave time:
 1. Within ninety (90) calendar days of initial hire; **and**
 2. Within ninety (90) calendar days from vesting; **and**

~~3. Within ninety (90) calendar days from signing of the July 1, 1999 through June 30, 2002 Collective Bargaining Agreement.~~

- (b) The purchased military leave cannot be used to reduce the twenty-five (25) years of service eligibility requirement.
- (c) A bargaining unit member may elect to pay the total cost of the purchased military leave time over three (3) years from his or her election to purchase time. Such payment will be interest free.
- (d) Military leave time is defined as active duty service for the United States Government.

Section 19. 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, as determined by the Retirement Board, completed by the Employee from the date he or she is included in the Retirement System, as determined in Article III hereof, to the earlier of his or her date of termination of employment, or his or her actual retirement date. An Employee will not receive Credited Service for any period for which he or she is eligible hereunder if he or she does not make the necessary Employee contributions as described below.

Section 20. The term "Actuary" shall mean a member of the Society of Actuaries, or an organization employing such a member, appointed and compensated by the Retirement Board to render actuarial services with respect to the Retirement System.

ARTICLE II -- CONTRIBUTIONS

Section 1. Contributions of Employees:

- (a) **For employees hired before December 31, 2019** - Employee contributions toward the Police Pension Plan will be treated as Internal Revenue Code § 414h (2) pre-tax contributions, subject to changes in applicable law. The rate of contribution to be made by each Employee shall equal eight percent (8%) of his or her Regular Compensation, including overtime, holiday, longevity payments and vacation pay. If the employee contributions cannot be treated as pre-tax contributions, the parties will reopen the Retirement Plan to negotiate the rate of contributions. Such employee contributions will cease to be contributed at the end of the Plan Year when the allowable maximum pension benefit amount is attained as defined in Article IV, Section 5 of the Retirement Plan.
- (b) **For employees hired after December 31, 2019** - **Employee contributions toward the Police Pension Plan will be treated as Internal Revenue Code § 414h (2) pre-tax contributions, subject to changes in applicable law. The rate of contribution to be made by each Employee shall equal nine percent (9%) of his**

or her Regular Compensation, including overtime, holiday, longevity payments and vacation pay. If the employee contributions cannot be treated as pre-tax contributions, the parties will reopen the Retirement Plan to negotiate the rate of contributions. Such employee contributions will cease to be contributed at the end of the Plan Year when the allowable maximum pension benefit amount is attained as defined in Article IV, Section 5 of the Retirement Plan.

Section 2. Contributions of the Employer -- The Retirement Board shall, at least once every 2 years, be required to have an actuarial valuation by an Actuary of the assets and liabilities of the Retirement System and of the required contributions from the Employer which, in addition to contributions of the Employees, will be adequate to finance the benefits under the Retirement System.

On the basis of each such valuation, the Employer shall pay each year to the Retirement Board an amount that will meet the actuarial cost of current service and, until it is amortized, the unfunded accrued liability. The annual appropriation by the Employer for each of the 25 Plan Years, beginning December 31, 1987, shall be the sum of the normal cost for the year and the annual payment that would be required, on a level basis, to amortize the unfunded accrued liability over 25 years from December 31, 1987. The appropriation for each Plan Year thereafter shall be the normal cost for the year.

Any proposal which will 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 Employer which 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 the change.

ARTICLE III -- ELIGIBILITY

~~Section 1. An Employee, who was an eligible Employee in the Retirement System on December 31, 1972, will remain an eligible Employee thereafter, subject to the provisions of this Retirement System.~~

Section 2. An Employee who enters the service of the Employer on or after December 31, ~~1972,~~ 2019 will become an eligible Employee if the following conditions are met:

- (a) Under age 45 -- as a condition of employment, it is mandatory that an Employee becomes covered under the Retirement System within 3 months after his or her employment commences.
- (b) He or she has reached his or her 45th birthday -- as a condition of employment, it is not mandatory that an Employee becomes covered under the Retirement System; however, he or she must apply within 3 months of entering the service of the Town. If such Employee does not apply then, he or she must do so

within 2 years of his or her employment date, and in order to be credited with such service, he or she must pay all back contributions with Interest thereon.

- (c) All Employees must make their Employee contributions while eligible to do so. No credit will be granted during any period when the Employee does not make the necessary contributions to the Retirement System.

ARTICLE IV -- AMOUNT OF PENSION

Section 1. **For employees hired before December 31, 2019**, subject to the maximum and minimum limitations herein set forth, the Retirement Board shall pay to each Employee who has retired in accordance with Article VI, a Normal Retirement Pension for life. The yearly amount of such Pension will equal (2.5%) of his or her Final Average Salary multiplied by the number of years of his or her Credited Service with the Employer as a police officer. One-twelfth (1/12) of this amount will be paid monthly.

For employees hired after December 31, 2019, subject to the maximum and minimum limitations herein set forth, the Retirement Board shall pay to each Employee who has retired in accordance with Article VI, a Normal Retirement Pension for life. The yearly amount of such Pension will equal two and one-third percent (2.33%) of his or her Final Average Salary multiplied by the number of years of his or her Credited Service with the Employer as a police officer. One-twelfth (1/12) of this amount will be paid monthly

Section 2. **For employees hired before December 31, 2019**, employees who retire after the effective date of this Agreement shall receive a cost-of-living adjustment of two percent (2%) per annum. However, there will be a four (4) year waiting period after an employee retires before the cost-of-living adjustment will apply. Accordingly, a retiree will receive the cost-of-living benefit beginning with his or her fifth (5th) year after retirement.

For employees hired after December 31, 2019, employees who retire after the effective date of this Agreement shall receive a cost-of-living adjustment of one percent (1%) per annum. However, there will be a six (6) year waiting period after an employee retires before the cost-of-living adjustment will apply. Accordingly, a retiree will receive the cost-of-living benefit beginning with his or her seventh (7th) year after retirement

Section 3. The Retirement Board shall cause a study and report to be made by the Plan's Actuary every three (3) years on the then current status of Pension being paid to all Retired Employees and the effect of economic conditions on payments being made to such Retired Employees. Such study shall be submitted to the Mayor for submission to the Town Council, which shall have the right in its sole and exclusive discretion to make any adjustments to the Pension being paid to any Retired Employees.

Section 4. The minimum monthly Pension for an Employee who retires on or after the Effective Date on his or her Normal Retirement Date, in accordance with Article VI, will equal one hundred and twenty-five dollars (\$125) per month.

Section 5. **For employees hired before December 31, 2019,** the maximum yearly Pension for an Employee who retires under this Retirement System will equal seventy-five percent (75%) of his or her Final Average Salary.

For employees hired after December 31, 2019, the maximum yearly Pension for an Employee who retires under this Retirement System will equal seventy percent (70%) of his or her Final Average Salary.

Section 6. The amount of Pension to be provided for a terminated Employee who has met the vesting requirement in Section 2 of Article VII will be the amount of Pension accrued to the date of his or her termination using Final Average Salary and Credited Service to such date. Such Pension shall be based on the Retirement Plan provisions in effect at the time the Employee terminated his or her Employment with his or her Employer.

ARTICLE V -- DISABILITY PAYMENTS

Section 1. 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 2. Employees applying for disability retirement shall be required to submit to examination, at the expense of the Retirement Board, by at least 2 impartial physicians or psychiatrists selected by the Retirement Board, and such Employees may be required to submit to re-examination no more than once in each 12 month period. Should the results of such examination indicate that an Employee retired on account of a disability, is physically and mentally able to perform the regular duties required of such Employee, then such Employee, at the option of the Retirement Board, may remain retired or may be returned to duty at the same rank held by such Employee at the time of his or her disability retirement and upon returning to duty, such employee will be credited with all service time for the period of his or her disability retirement, provided he or she makes payment of the amount he or she would have been required to contribute to the Retirement System during the period of his or her disability, with Interest thereon. All presently disabled Employees of the Police Department shall be governed by the foregoing.

Section 3. Service Connected Disability -- Any Employee covered under this Retirement System who becomes Permanently and Totally Disabled during the performance of essential duties pertaining to his or her employment shall be eligible to retire and receive a Service Connected Disability Pension equal to fifty percent (50%) of the disabled Employee's Final Average Salary or his or her annual rate of Regular Compensation at the time of such disability

(whichever is greater) if the Employee has completed less than 20 years of Credited Service. If the Employee has completed 20 or more years of Credited Service at his or her date of disability, the amount of the Service Connected Disability Pension shall be determined in the same manner as his or her Normal Pension as described in Article IV, Section 1 hereof using Credited Service and Final Average Salary or Regular Compensation as of the date of disability. In no event shall payments under this section, together with any regular benefits awarded under the Connecticut Workers' Compensation Act exceed one hundred percent (100%) of the Final Average Salary or the Regular Compensation being paid to the disabled Employee at the time of his or her disability.

Section 4. Non-Service Connected Disability -- Any actively employed Employee under this Retirement System who has 5 years of Credited Service and becomes Permanently and Totally Disabled shall be eligible to retire and receive a Non-Service Connected Disability Pension. The amount of such Non-Service Connected Disability Pension shall be equal to the disabled Employee's accrued benefit at the time of such disability as determined in the same manner as his or her Normal Pension as described in Article IV, Section 1, but based on Credited Service to the date of his or her disability subject to a minimum of twenty percent (20%) of his or her Final Average Salary.

Section 5. 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;
- (b) The date he or she reaches his or her 65th birthday at which time he or she will receive Pension payments in accordance with Article IV, Section 1, in the same amount as his or her Disability Pension.

ARTICLE VI -- RETIREMENT DATE

Section 1. The Normal Retirement Date of an Employee is the day of the month named by the Employee on which he or she has completed 25 years of Credited Service with the Employer.

Section 2. An Employee will not be permitted to work as full-time permanent Employee of the Town after he or she has reached his or her 65th birthday. An Employee who reaches his or her 65th birthday before completing 25 years of Credited Service with the Employer will be eligible to retire when he or she reaches his or her 65th birthday, provided he or she has completed at least 15 years of Credited Service. Such Employee's Pension shall be determined as provided in Article IV, Section 1. 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 3. If a Retired Employee is re-employed by the Employer, his or her Pension shall cease with the last payment due prior to his or her re-employment. Pension payments shall again become payable following subsequent termination of employment.

ARTICLE VII -- TERMINATION OF SERVICE

Section 1. An Employee who terminates employment before he or she has completed at least 15 years of Credited Service with the Employer will lose his or her eligibility for Retirement System benefits, and he or she will receive his or her Employee contributions with Interest up to his or her date of termination of employment.

Section 2. An Employee who has completed at least 15 years of Credited Service and who does not elect to receive his or her Employee contributions with Interest may elect to receive a Pension equal to the amount determined from Section 1 and 5 of Article IV. The Pension will be provided when the terminated Employee would have normally been eligible to retire as determined in Section 1 of Article VI had he or she continued in employment with the Employer rather than terminated his or her employment. Terminated vested Employees who die before or after retirement will receive a Death Benefit, as determined in Section 4 of Article VIII, namely, the return of their contributions with Interest up to their date of death or retirement, whichever is earlier, less any Pension payments received after retirement.

Section 3. An Employee who terminates after the completion of at least 15 years of Credited Service will not be eligible for the Non-Service Connected Disability Benefit or the Non-Service Connected Death Benefit.

ARTICLE VIII -- DEATH BENEFITS

Section 1. Service Connected Death -- Upon the death of an Employee who dies during the performance of essential duties pertaining to his or her employment, his or her Dependents shall receive a Service Connected Death Benefit equal to fifty percent (50%) of such deceased Employee's Final Average Salary or his or her annual rate of Regular Compensation (whichever is greater) if the deceased Employee had completed less than 20 years of Credited Service. If the deceased Employee had completed 20 or more years of Credited Service at his or her date of death, the amount of the Service Connected Death Benefit shall be determined in the same manner as his or her Normal Pension as described in Article IV, Section 1 hereof using Credited Service and Final Average Salary or Regular Compensation as of the date of death. This benefit will also be payable to the Dependents of an Employee who dies as a result of a Service Connected Disability Benefit. In order to comply with Section 7-433b of the General Statutes of the State of Connecticut, the total benefits payable under this section to the deceased Employee's Dependents during their compensable period, together with any regular benefits awarded under the Connecticut Workers' Compensation Act, shall not exceed one hundred percent (100%) of the Regular Compensation being paid to the deceased Employee at the time of his or her death.

Section 2. Non-Service Connected Death -- Upon the death of an actively employed Employee who dies from causes not related to his or her employment with his or her Employer, and who has completed at least 5 years of Credited Service, his or her Dependents will receive a Death Benefit equal to the deceased Employee's accrued benefit at the time of his or her death, as determined in the same manner as his or her Normal Retirement Pension, as described in Article IV, Section 1, but based on Credited Service to the date of his or her death, subject to a minimum of twenty percent (20%) of his or her Final Average Salary.

Section 3. Post-Retirement Death -- Upon the death of a Retired Employee, his or her Dependents will receive a Death Benefit equal to seventy-five (75%) of the Pension the deceased Employee was receiving at his or her date of death. If the Retired Employee and his or her Dependents should die before the total of the Retired Employee's contributions with Interest have been received by the Retired Employee and his or her Dependents, the excess of such contributions and Interest will be payable to the estate of the last surviving Dependent.

Section 4. Death Benefits -- No Dependents -- Upon the death of a Retired Employee who has no Dependents, his or her beneficiary will receive a Death Benefit equal to such deceased Employee's contributions with Interest less any Pension benefits received by the Employee prior to his or her death. If there is no named beneficiary, any such Death Benefits will be paid to the estate of the deceased Employee. If such Employee elected to receive the optional form of Pension, as described in Article VII, the provisions of the option will govern, and there will be no Death Benefit upon the death of the last survivor.

Section 5. Beneficiaries -- An Employee may name a beneficiary to receive the Death Benefit due on or after his or her death, as described in Section 4 above, by written request filed with the Employer. With the consent of the Employer, he or she may name 2 or more co-beneficiaries or successor beneficiaries. If an Employee names 2 or more persons as beneficiaries, such persons or their survivors will be considered co-beneficiaries unless he or she provides otherwise. An Employee may change any named beneficiary from time to time by written request filed with the Employer. The consent of his or her beneficiary is not required to any naming or change thereof. Such request is effective when the Employee signs it whether or not he or she is living at the time the request is received by the Town, but without prejudice to the Insurance Company for any payments made before receipt of the request.

ARTICLE IX -- AMENDMENT TO THE RETIREMENT SYSTEM

Section 1. This Retirement System is established and maintained for the exclusive benefit of Employees of the Employer and their beneficiaries. Subject to this limitation, any provisions of this Retirement System may be amended by the Employer at any time 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.

Section 2. Any provision of this Retirement System 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 System under income tax law, or if necessary for this Retirement System to meet the requirements of any other applicable law.

Section 3. Neither the consent of the Employee nor that of any other payee is required for any amendment to the Retirement System made as provided above.

ARTICLE X - ADMINISTRATION OF PLAN

Section 1. 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 members of the Retirement System of the Town of East Hartford.

Section 2. If any misunderstanding or ambiguity should arise concerning the meaning of any of the provisions of the Retirement System, the Retirement Board shall have the 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 3. The finding of facts by the Retirement Board as to matters relating to an Employee's employment record are binding on him for the purposes of the Retirement System. The Retirement System shall confer no right upon any Employee to be retained as an Employee by the Employer.

Section 4. All persons shall promptly furnish information and proofs to the Retirement Board as to any and all facts which the Retirement Board may reasonably require concerning any person affected by the terms of the Retirement System (including date of birth and satisfactory proof, by personal endorsement of the pension checks or otherwise, of the survival of any payee to the due date of any pension payment).

Section 5. Each Employee who has terminated service with the Employer and who has met the vesting requirements in accordance with Article VII will inform the Retirement Board of his or her changes of address. Such terminated Employees must inform the Retirement Board of their desire to retire and must make an appropriate application. All notices to any person from the Retirement Board will be sent to the last address of such person which the Retirement Board has on record, and the Retirement Board has no further obligation to such person in the event any such communication, sent by registered or certified mail, is not received by the person.

Section 6. 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 or such

other payee. If overpayments or underpayments have been made because of such incorrect statement, the amount of any future payments may be appropriately adjusted.

ARTICLE XI - GENERAL PROVISIONS

Section 1. An application for a Pension must be made in writing on a form and in a manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least 2 months in advance of the final month for which benefits are payable.

Section 2. A single sum payment in an actuarially equivalent amount may be made in lieu of monthly payments if the amount of each monthly Pension payment would be less than \$20.00.

Section 3. 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 or her.

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.

Section 4. There will be no obligation to make any payment to a payee herein unless the payer has received proof that the payee was living on the due date of the payment. If such proof is not received within 7 years after the due date of the payment, and if no proof of the death of the payee is received during such 7 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 5. In no event will any Employee receive at retirement anything less than what he or she would have received under the provisions of this Plan as constituted prior to July 1, 1972, as a result of this Plan reinstatement.

Section 6. For employees who terminated employment prior to July 1, 1987 and who were vested in their Normal Pension as determined in Article VIII, Section 2 of the Retirement Plan, such terminated vested employees will be eligible for the Town's Retiree Group Insurance Program (as described in the collective bargaining agreement in effect on the date of their separation from Town service) when they actually retire and receive their Normal Pension. For all active employees who terminate employment after July 1, 1987, and who vest in their Normal Pension as determined in Article VII, Section 2 of the Retirement Plan, such terminated vested employees will be eligible for the Town's Retiree Group Insurance Program (as described in the collective bargaining agreement in effect on the date of their separation from Town service) when they would have normally been eligible to retire had they continued employment but not before age fifty-two (52).

ARTICLE XII - DURATION OF AGREEMENT

~~Upon the effective date of the Arbitration Award, 2012 MBA 376, the Plan will continue in effect through December 31, 2021. Either party may request the other party, in writing, to meet for the purpose of negotiating any changes in the Town's Retirement Plan no sooner than January 1, 2021.~~

~~The signature lines have been omitted from this Agreement as this Agreement represents the Arbitration Panel's Award in Case No. 2012 MBA 376 which was issued on March 27, 2013.~~

~~The Parties agree that this document is a best effort to accurately reflect the arbitration award issued by the arbitration panel in case number 2012 MBA 376. Any dispute as to accuracy or content of this document shall be governed by the Agreed Language document and the Award on the Issues in Dispute in the above referenced case.~~

The effective date of this Agreement and Retirement Plan is upon signing and:

A) The duration of this Agreement and Retirement Plan for employees hired after December 31, 2019 is until December 31, 2029. There shall be no changes in the terms and conditions hereunder of employees hired after December 31, 2019 until December 31, 2029 except by mutual agreement ratified by the East Hartford Town Council and the bargaining unit members of East Hartford Police Officers Association or its successor bargaining unit. Either party may request the other party, in writing, to meet for the purpose of negotiating any proposed changes in the terms of this Town Retirement Plan applicable to employees hired after December 31, 2019 no sooner than January 1, 2029.

B) The terms and provisions of this Agreement and Plan for employees hired before December 31, 2019 shall continue for the entire duration of said employees' employment with the East Hartford Police Department (challenged termination of employment followed by reinstatement shall not be considered a break in employment for purposes of this paragraph (B) of Article XII) and thereafter if eligible under the Plan for pay-out of contributions, retirement (including disability retirement or benefits) and/or participation in the DROP. There shall be no changes in the terms and conditions hereunder for employees hired before December 31, 2019 except by mutual agreement ratified by the East Hartford Town Council and the bargaining unit members of East Hartford Police Officers Association or its successor bargaining unit. Neither party may request the other party to enter into negotiations for any changes in the terms of this Town Retirement Plan applicable to employees hired before December 31, 2019.

ARTICLE XIII – DEFERRED RETIREMENT OPTION PLAN (D.R.O.P.)

Section 1. The Deferred Retirement Option Plan will be offered to Bargaining Unit members employed on or after July 1, 2001. The D.R.O.P. is intended to provide an alternative retirement option to current Bargaining Unit members who are eligible to retire.

Section 2. A Bargaining Unit Member, who is a member of the Retirement Plan for full-time employees of the Police Department of the Town of East Hartford, upon completing his or her 25th year of service may elect the D.R.O.P. at any time up to and through the completion of his or her 29th year of service. The employee must provide the Town with at least 60 days advanced notice, in writing, that he or she has elected the D.R.O.P. (the same notification requirement as normal retirement). No bargaining unit member may elect the D.R.O.P. after the completion of his or her 29th year of service.

Section 3. Any member electing the D.R.O.P. will be considered retired with respect to the Pension Plan but will not have separated from Town service. Notwithstanding any other provision within the Retirement Plan to the contrary, a member does not need to leave Town Service to qualify for Pension Benefits as long as that member has elected the D.R.O.P. The member who has elected the D.R.O.P. may remain in Town Service at their current rank, with all the benefits of the Collective Bargaining Agreement, including promotional opportunities, through and including the completion of their D.R.O.P. period.

Section 4. The D.R.O.P. period is defined as the time after the member has elected the D.R.O.P., commencing on the date of the first payment to the D.R.O.P. through the date that the member separates from Town Service.

Section 5. No further pension benefits will accrue after the D.R.O.P. effective date.

Section 6. When a member elects the D.R.O.P. they will be entitled to all the benefits they would have received under the Normal Retirement Provisions of the Retirement Plan (during the D.R.O.P. period) with the following exceptions:

- (a) During the D.R.O.P. period the employee's monthly pension payments will be made to the employee's separately designated D.R.O.P. account established for the benefit of that member. During the D.R.O.P. period, the monthly Pension payments will be 96% of the monthly Pension payment the employee was entitled to receive had the member retired without electing the D.R.O.P. Upon separation from Town Service, the monthly Pension payment shall increase to 100% of the monthly Pension payment, as though the member had retired and not elected the D.R.O.P.
- (b) During the D.R.O.P. period, the member will continue to make the same employee contributions from earnings while employed with the Town as was in effect at the time the D.R.O.P. was elected by such employee. These contributions are made to the Pension Fund, not the member's separate D.R.O.P. plan account.

- (c) The COLA waiting period shall commence on the date that the employee separates from Town service, and not on the date that the employee's DROP period commences.

Section 7. Any member who has elected and commenced the D.R.O.P. may not withdraw unless:

- (a) The member separates from Town service (*see* Section 9); or
- (b) The member applies in writing to the Pension Board to seek permission to be released/withdraw from the D.R.O.P. election and the Retirement Board grants that request, which decision will be final.

Section 8. The minimum length of the D.R.O.P. will be one (1) year and the maximum length of the D.R.O.P. will be five (5) years. Upon electing the D.R.O.P., the member will select the length of his or her respective D.R.O.P. Military time purchased by a member shall be included in the calculation of the member's final average earnings under the Retirement Plan. (For example, an employee who has completed his or her 25th year of service may elect the D.R.O.P. and purchase two (2) years of military time and, if so, shall receive credit for 27 years of service.) Under no circumstances will an employee/member be credited with more than 30 years of service.

Section 9. Any member who has elected the D.R.O.P. may separate from Town Service at any time during the D.R.O.P. period and such separation will mark the termination of the D.R.O.P. period and the commencement of normal Pension benefits at 100%. The maximum length of Town Service for any member who has elected the D.R.O.P. is defined as the completion of the 30th year of service. No member will be allowed to continue Town Service after the completion of the 30th year of service.

Section 10. The Town will select an Administrator through the Ordinance Bidding Process to custody the Funds for all members who elect the D.R.O.P. The choice between investment vehicles offered by the administrator shall be with the member. The cost of such custody administration will be paid for by members as an account charge. Upon completion of the D.R.O.P. period, the member will be considered a retired employee and will receive non-adjusted payments (100% of their Normal Retirement Benefits as accrued on the D.R.O.P. effective date plus a lump sum equal to the D.R.O.P. accumulation). The lump sum will be made available to the employee/member within a reasonable period of time after the member terminates service with the Town.

Section 11. **For those employees hired before December 31, 2019,** when a member elects the D.R.O.P., their accrued terminal, sick, and vacation leave payment will be included in the calculations of their final average salary as provided in the Retirement Plan. When the member elects the D.R.O.P., the member will be paid for 50% of their contractually (the

collective bargaining agreement) compensable accrued sick time at the commencement of the D.R.O.P. and will be paid the remaining 50% of the accrued sick time when they separate from Town service. In the event insignificant accrued sick time is available to pay the remaining 50%, whatever balance is available at separation will be paid and a corresponding retroactive adjustment to the final average salary calculation, which will impact the final pension amount paid to the retiree. Sick time in excess of any amount includible in the contractual buy-out provision shall be forfeited. **This benefits of this Section 11 do not apply to those employees hired after December 31, 2019.**


Section 12. Any member who elects the D.R.O.P. shall not be eligible for the Plus Option described below.

ARTICLE XIV – PARTIAL LUMP SUM (P.L.U.S.) Option

Section 1. In lieu of receiving a pension in the form of an annuity, a retired employee, a member may elect a Partial Lump Sum Option whereby a portion of his or her Pension Benefits will be paid as a Lump Sum Benefit upon retirement from the Town. The amount of the lump sum shall be equal to 10% of the actuarial present value of the benefit as determined by the Plan's actuary. Based upon actuarial factors in affect at the time of distribution to determine actual funding. The remaining portion of the employee's benefit shall be paid monthly for such employee's lifetime, in accordance with the Retirement Plan provisions. Upon the death of the employee, 75% of the monthly benefits that the employee was receiving shall be continued for an eligible dependent, if any, as described in the Retirement Plan.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 8, 2019
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: Tentative Agreement between the Town of East Hartford and Local 1548
International Association of Firefighters Union

On August 12, 2019 the Town of East Hartford and the Local 1548 IAFF Union (hereinafter "Fire Union") entered into a tentative agreement for a successor collective bargaining agreement effective July 1, 2019 through June 30, 2022. The tentative agreement was ratified by the bargaining unit members on October 7, 2019. The duration of the agreement is for three years. Below are the highlights of all the items that were negotiated:

Highlights:

Article 2 – Union Security

Modifications were made to dues deduction language to conform with the United States Supreme Court decision *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018).

Article 9 – Acting Officers and Promotions

Modifications were made to clarify pay implications when officers serve in a higher rank temporarily and additional section added concerning frequency of promotional examinations to address concerns raised during last Lieutenant's exam.

Article 16 – Insurance

Fire Union requested to leave the Town's health insurance plan and join the Northwest Fire Fighter's Trust (NWFFT). Given the financial and administrative benefit to the Town, modifications were made to implement that proposal effective July 1, 2020. Additionally, an increase of \$250 was agreed to for those employees declining coverage. Moreover, there was an increase in life insurance from \$40,000 to \$50,000.

Article 22 – Emergency Medical Service

Section added providing up to \$175 reimbursement for the cost of EMS certification and/or licensing renewal.

Appendix A – Salary Schedule

Retroactive to 7/1/19	2.0%
Effective 7/1/20	2.0%
Effective 7/1/21	1.25%

Appendix I – Substance Abuse Policy

The Town and Union agreed to a comprehensive substance abuse policy.

The impetuses for the tentative agreement centered on maintaining the wage increases and working conditions for the Fire Union within the parameters established in the Town's Proforma for Labor Contract Negotiations.

Attached to this memorandum is a memorandum from Mike Walsh, Director of Finance, with the financial analysis of the three-year Fire Union tentative agreement. Also, attached for your review is a clean copy of the tentative Fire Union Successor Contract; and a copy of the tentative agreement highlighting all old language and negotiated changes accordingly.

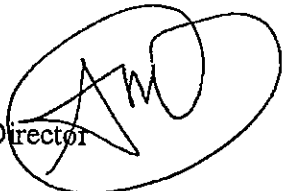
Since this matter involves a need to fund the successor agreement, the Town's Finance, Human Resources Director and Town Attorney will be present at the Council meeting scheduled for Tuesday, October 15, 2019 should there be any questions or concerns or a need to go into executive session.

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

I respectfully request that this item be submitted to the Council for the October 15, 2019 Council meeting and recommend that the Council approve the tentative contract agreement at the October 15, 2019 Council meeting for the reasons noted above.

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

OFFICE OF HUMAN RESOURCES

Date : October 8, 2019
To : Marcia A Leclerc, Mayor
From : Santiago Malave, Human Resources Director 
Re : Tentative Agreement between the Town of East Hartford and Local 1548
International Association of Fire Fighters Union

Attached for your review is a suggested transmittal letter to the Council Chairman regarding the Tentative Agreement between Town of East Hartford (herein "The Town") and the Local 1548 International Association of Fire Fighters (hereinafter "the Fire Fighters") (collectively herein "The Parties"), The Parties entered into a successor contract effective July 1, 2019 through June 30, 2022. The tentative agreement was ratified by the bargaining unit members on October 07, 2019.

The impetus for the tentative agreement centered on more effectively controlling health insurance costs for active employees and retirees and maintaining the wage increases and working conditions for the Fire Union within the parameters established in the Town's Proforma for Labor Contract Negotiations. Below are the highlighted items in the successor agreement.

Article 16 – Insurance

Fire Union requested to leave the Town's health insurance plan and join the Northwest Fire Fighter's Trust (NWFFT). Given the financial and administrative benefit to the Town, modifications were made to implement that proposal effective July 1, 2020. Additionally, an increase of \$250 was agreed to for those employees declining coverage. Moreover, there was an increase in life insurance from \$40,000 to \$50,000.

Article 22 – Emergency Medical Service

Section added providing up to \$175 reimbursement for the cost of EMS certification and/or licensing renewal.

Appendix A – Salary Schedule

Retroactive to 7/1/19	2.0%
Effective 7/1/20	2.0%

Effective 7/1/21

1.25%

Appendix I – Substance Abuse Policy

The Town and Union agreed to a comprehensive substance abuse policy.

The impetuses for the tentative agreement centered on maintaining the wage increases and working conditions for the Fire Union within the parameters established in the Town's Proforma for Labor Contract Negotiations.

You'll find that the tentative agreement with the Fire Fighters' Union regarding these items have achieved the objectives of the Town, while staying within the Town Council's spending directive from the June 2016 joint Town and Board of Education meeting. The duration of the agreement is for three years.

Attached to this memorandum is a letter from the Town's Director of Finance, Mike Walsh, with a financial analysis of the three-year Fire Fighters' tentative agreement. Also attached for your review are a copy of the tentative agreement between the Town of East Hartford and the Fire Fighters' Union; and a draft copy of the Successor Collective Bargaining Agreement between the Parties, highlighting all of the new language changes.

Since this matter involves a need to fund the successor collective bargaining, the Town's Finance, Human Resources Directors and Town Attorney will be present at the meeting scheduled for October 07, 2019 should there be any questions or concerns, or a need to go into executive session.

The tentative agreement needs to be submitted to the Council within fourteen days from the date the union members ratified the agreement, October 07, 2019. In accordance to Section 7-474 of the General Statutes of the State of Connecticut " Such request shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body."

I respectfully recommend that the Council approve the tentative contract agreement for the reasons noted above at their October 15, 2019 Council meeting.

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

CONTRACT BETWEEN
THE TOWN OF EAST HARTFORD
AND
LOCAL 1548
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO

FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2022

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The following contract, effective as of the first day of July 2019, by and between, respectively, the Town of East Hartford, hereinafter referred to as the "Town" and Local 1548, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service be rendered.

ARTICLE I Recognition

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

ARTICLE II Union Security

SECTION 1

Employees in the collective bargaining unit may, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union.

SECTION 2

The Town shall deduct Union dues from the earned wages of each Union member, in such amount as determined by the Union as the regular weekly dues uniformly required as a condition of retaining membership therein, upon the receipt of an employee's voluntary authorization card. The sum which represents such weekly Union dues deduction shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized financial officer of the Union. Deductions provided for herein shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. Each month, the Town will simultaneously furnish the duly authorized financial officer of the Union with a list of the employees for whom Union dues deductions have been made.

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

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

ARTICLE III Bulletin Boards

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

ARTICLE IV Grievance Procedure

SECTION 1

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

- A. The Union shall submit such grievance, in writing, to the Chief of the Fire Department, within thirty (30) days of the incident giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the contract which the Union believes have been violated. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- B. If such grievance is not resolved to the satisfaction of the Union by the Chief, within seven (7) days after such meeting, the Union may present such grievance, in writing, within seven (7) days thereafter to the Human Resources Director. Within ten (10) days after said Human Resources Director receives such grievance, the Human Resources Director shall arrange to and shall meet with the Union in an attempt to resolve said grievance.
- C.
 1. If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director within seven (7) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall

be final and binding on all parties. In the event such dispute involves disciplinary action the Board of Mediation and Arbitration will have the power to uphold the action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.

2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 - June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.

- D. In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or four (4) work days for those covered by Section 2 of Article VI) before a hearing.
- E. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- F. Time limits provided for herein may be extended by written agreement of the parties.
- G. As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

ARTICLE V
Union Business Leave

SECTION 1

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

SECTION 2

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

SECTION 3

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

ARTICLE VI
Work Week

SECTION 1

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

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

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

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

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

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

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

**ARTICLE VII
Holidays**

SECTION 1

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

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Easter
Memorial Day

SECTION 2

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

**ARTICLE VIII
Overtime**

SECTION 1

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

* See Memorandum of Agreement re Minimum Manning *

SECTION 2

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI will be paid the applicable overtime rate for all time worked in excess of his/her work schedule.

SECTION 3

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

SECTION 4

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

B. Regular Overtime Lists

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

1. Deputy Chiefs, Captains and Lieutenants,
2. Firefighters, Firefighter/Paramedics, Apparatus Operators.

C. Whenever overtime is required to bring a firefighting shift up to minimum manpower strength, it shall be rotated among the qualified employees whose names appear on the appropriate Regular or Four-Hour overtime lists.

D. If an employee works an overtime assignment or refuses to work such an overtime assignment, his/her name shall be placed at the bottom of the rotating overtime list. If an employee is unable to work such overtime because he is on sick leave or injury leave, his name shall be placed at the bottom of the rotating overtime list only after he has completed the period of sick or injury leave and has had the same number of opportunities to work he would have had if he was not sick or injured, to a maximum of ten (10) such opportunities. Any employee who has reported off sick is ineligible for overtime during the next shift and thereafter until he/she reports back for duty.

- E. If no employee on the appropriate roster accepts an overtime assignment, the employee standing highest on the applicable rotating roster shall be ordered to work such assignment.
- F. The officer in charge of the shift on which such overtime work is to take place shall administer the provisions of this section. The lists and procedures outlined in this Section may be modified by mutual agreement between the Chief and the Union in order to better meet departmental needs.
- G. Members working in Temporary Position or Acting Assignment, upon returning to their previous permanent job assignment, shall have their proper position in each overtime list determined in the following manner:
 - 1. The total salary compensation (including base pay and any overtime worked) for the time period where the member was in the Temporary or Acting Assignment will be compared to a similarly situated member in his permanent classification. For the purpose of this section, similarly situated shall be defined as same job class, step, and having worked an average number of overtime shifts for the period.
 - 2. The difference in compensation will be translated into an equivalent number of overtime shifts 'behind.' Under no circumstance will the member coming from the Temporary or Acting Assignment be placed ahead (in number of overtime hours worked) of those in his job class.

SECTION 5

No employees who are covered by Section 1 of Article VI of this Agreement shall work more than five (5) consecutive tours of duty. An employee who has worked the maximum consecutive tours permitted by this Section shall not be ordered to work overtime unless there is a state of emergency declared by the Mayor necessitating the presence of all personnel.

SECTION 6

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

- A. The extra duty list shall consist of those employees who volunteer in writing to have their names added to such list by April 15, 2004. Newly hired employees shall have thirty (30) days from date of hire to volunteer, in writing, to have their names added to such list. The names on the extra duty overtime list shall be placed in the order of department seniority. Employees who wish to be added to such list after April 15, 2004, may do so in writing to the Chief or his/her designee at any time, but shall be placed at the end of said list and averaged into the rotating order for hiring purposes. On January 1 and July 1 of each

calendar year, the order of all names on the extra duty overtime list shall be adjusted to reflect department seniority.

- B. Employees may at any time request in writing to the Chief or his/her designee that their name be removed from the extra duty overtime list. These employees may also request in writing to the Chief or his/her designee that their name be placed back on to the extra duty overtime list. Such names shall be placed back on to the extra duty overtime list two times per calendar year, on either January 1 or July 1 but only after a minimum period of six months has passed since they were removed from the extra duty overtime list. These names shall be placed on to the extra duty overtime list in order of department seniority and averaged into the rotating order for hiring purposes.
- C. All employees covered under this Collective Bargaining Agreement shall be eligible for placement on the extra duty overtime list. Employees shall be assigned and restricted to duties at specific events and/or occupancies based on their current position, job description, and/or rank except in the case of ancillary service employees who may work off the extra duty overtime list in a position of lower labor grade or different job description. Ancillary service employees may not be placed in line firefighter or line officer positions, whose duties are suppression. Ancillary service employees may be hired for such positions as fire prevention, fire watch, dual role fire prevention/ EMS positions, and other similar job assignments.
- D. Employees working extra duty shall be compensated at the following overtime rates:
 - 1. Firefighters, Firefighter/Paramedics, and Apparatus Operators.
 - a. Grade 66
 - 2. Lieutenants, Captains, and Deputy Chiefs.
 - a. Grade 69, Step 2 when working in a capacity other than event/incident operations commander.
 - b. Grade 72, Step 3 for Captains and Deputy Chiefs working as the event/incident operations commander.
 - 3. Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspectors, Master Mechanic, Superintendent of Alarms, Fire Marshall, Chief Medical Officer, Assistant Medical Officer, Emergency Manager, Chief Training Officer, and any new position(s) created in the ancillary services which are similar in labor grade and/or position.
 - a. Grade 66 when operating in a capacity which is less than their regular job assignment or position.

- b. Grade 69, Step 2 when working in the capacity of their regular job assignment or a supervisory position relevant to their position.
- E. Employees hired for extra duty assignment shall be paid for such assignment at the appropriate overtime rate, multiplied by four (4) hours, or the actual number of hours of such overtime, whichever is greater.
- F. If no employee volunteers for extra fire duty, assignments will be made by the Chief to those off duty from the rotating extra fire duty list.

ARTICLE IX
Acting Officers and Promotions

SECTION 1 - ACTING OFFICERS

Whenever any employee is required to work (act) in a higher classification than his/her regular classification, such employee shall receive, in pay, the difference between their regular rate of pay and Step 1 of the higher classification in which he/she serves in this acting capacity except as provided herein. Employees who are acting will receive only the next higher rate of pay. Service in an "acting" capacity shall not count towards seniority if and when an employee is permanently appointed to such higher rank, nor will it count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, nor for any purpose whatsoever.

A. Whenever a Lieutenant is required to work (act) as a Captain, such employee must work in the same acting position for seven (7) consecutive calendar days before beginning to receive acting pay.

B. Whenever the Assistant Medical Officer, Assistant Master Mechanic, Assistant Alarms Superintendent, or Deputy Fire Marshal is required to work (act) in a higher classification within their Division, such employee must work in the acting position for a seven (7) consecutive calendar days before beginning to receive acting pay.

SECTION 2

- A. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence or separation from service, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists.
- B. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a

higher capacity, with or without additional compensation, and (2) there is no existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the ninety-first day of such absence or separation from service, such position shall be offered to the senior most qualified person from the immediately subordinate rank.

- C. If the employer can reasonably determine that such absence will last more than ninety-one (91) days, then the employer may appoint said highest eligible employee any time after the first day of absence.
- D. Temporarily appointed employees shall begin receiving the higher rate of pay upon appointment.

SECTION 3

- A. All promotional examinations and promotional appointments shall be in accordance with the Town of East Hartford Personnel Rules and Merit System in effect on the date of the Departmental promotional examination announcement.
- B. Effective on ratification of the Agreement, promotion exams shall be held with regularity in order to establish and maintain active promotional eligibility lists. Promotional examinations shall be held no less frequently than provided for herein below, absent the extension of the existing eligibility list by the Fire Chief, or mutual agreement between the Fire Chief and Union based on anticipated vacancies:
 - 1. Apparatus Operator: No less frequently than every other year;
 - 2. Lieutenant: No less frequently than every other year;
 - 3. Captain: No less frequently than every three (3) years;
 - 4. Deputy Chief: No less frequently than every three (3) years;
 - 5. Deputy Fire Marshal, Assistant Medical Officer, Assistant Superintendent of Alarms and Assistant Master Mechanic: No less frequently than every four (4) years;
 - 6. Master Mechanic, Superintendent of Alarms, Fire Marshal and Fire Captain of Emergency Management: No less frequently than every four (4) years.

ARTICLE X
Vacations

SECTION 1

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

Each employee who has or will have ten (10) but less than sixteen (16) years of Town service on December 31st of such calendar year shall receive four (4) weeks of vacation leave with pay. Each employee who has or will have sixteen (16) or more years of Town service on December 31st of such calendar year shall receive one (1) additional day of vacation leave with pay. Each employee who has or will have seventeen (17) or more years of Town service on December 31st of such calendar year shall receive two (2) additional days of vacation leave with pay. Each employee who has or will have eighteen (18) or more years of Town service on December 31st of such calendar year shall receive three (3) additional days of vacation leave with pay. Each employee who has or will have nineteen (19) or more years of Town service on December 31st of such calendar year shall receive four (4) additional days of vacation leave with pay. Each employee who has or will have twenty (20) or more years of Town service on December 31st of such calendar year shall receive five (5) additional days of vacation leave with pay.

SECTION 2

- A. Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to eleven (11). The distribution of the eleven (11) positions shall be three (3) officers, four (4) apparatus operators, and four (4) firefighter or firefighter/paramedics. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander.

- B. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of seniority in grade, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same. No employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

SECTION 3

All vacation leave may be taken as individual days off. For the purpose of this Section, a week of vacation leave shall mean four (4) tours of duty for those employees who are covered by Section 1 of Article VI of this Agreement and shall mean four (4) tours of duty for those employees who are covered under Section 2 of Article VI of this Agreement. All applicable provisions of this Article shall apply to this Section as well.

SECTION 4

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

SECTION 5

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

**ARTICLE XI
Sick Leave**

SECTION 1

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

SECTION 2

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay. Employees shall earn one (1) day for perfect attendance for each of the following periods:

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

- A. A medical certification signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required for a period of more than two (2) consecutive working days, or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or any other type of leave, or when an employee's attendance shows frequent or habitual absence because of claimed sickness. Medical certification shall be provided on a prescribed form. See Appendix C.
- B. Notwithstanding any other provisions of this contract, the Chief will periodically review the attendance patterns of employees. If the review of any employee's record discloses individual events of illness which total six (6) or more days during any twelve (12) month period, or a proportional number if the review period is less than twelve (12) months, the Chief may discuss such attendance pattern with the employee and advise him or her through consultation. The failure to improve his or her attendance prior to the end of the next review period may lead to disciplinary action.

SECTION 7

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

ARTICLE XII Injury Leave

SECTION 1

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

SECTION 2

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

SECTION 3

- A. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee hired before July 1, 1996 shall be presumed to have been suffered in the performance of his/her duties.
- B. Any employee who is hired on or after July 1, 1996 shall be subject to the provisions of C.G.S. §7-433c, as it may be amended from time to time.

SECTION 4

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

SECTION 5

Light Duty Work Program

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

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

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

- C. Employees participating in the Light Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the East Hartford Fire Department. No employee shall be required to perform menial or degrading work in the Light Duty Program.
- D. Upon receiving medical certification that he/she is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

ARTICLE XIII Special Leave

SECTION 1

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

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

SECTION 2

Family Medical Leave

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

- A. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA.
- B. Events which qualify employees for such leave are:
 - Birth or adoption of a child or placement of a child in the employee's home for foster care.
 - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
- C. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- D. The Town may require medical certification to document the reason for the leave, where provided by law.
- E. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- F. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.
- G. Employee may be required to provide a "fitness for duty" certification upon return to work.

ARTICLE XIV Funeral Leave

Each employee shall be granted leave, with pay, in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, unless an additional day is necessary for travel, subject to approval by the Chief or designee. In no event shall such leave be less than three (3) days commencing with the day of

death. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, wife, child, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-son, step-daughter, and any relative who is domiciled in the employee's household.

ARTICLE XV **Uniform Allowance**

SECTION 1

The Town shall provide employees with dress uniforms to include:

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

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

SECTION 2

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

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

SECTION 3

- A. The Town shall provide work uniforms to each employee. Issued uniforms shall be solely and exclusively utilized when on-duty.

- B. Issued uniforms shall be selected based upon a combination of OSHA compliance, NFPA guidance, wearability, appearance, and economic considerations. Such uniforms shall conform to the department uniform policy (DP-2001) in effect as of January 15th, 2008.
- C. The Fire Chief, with input from the Joint Labor/Management Health and Safety Committee, shall have the ultimate and final decision on selection and purchase of uniforms.
- D. At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

ARTICLE XVI
Insurance

SECTION 1

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

A. Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (\$1,500/\$3,000 – 100%/80%) and full service prescription drug coverage as described in Appendix D through June 30, 2020.

- 1. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall remain in the non-high deductible PPO and shall pay the same employee premium share contribution as the HDHP premium share contribution for the PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP, however, they should be aware of the timing of the HSA contributions to avoid potential tax penalties.
- 2. The Town will annually deposit an additional \$250 toward the deductible for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their primary care physician complete the Preventative Health Attestation as Appendix G certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.
- 3. The Triple Option Dental Plan, as described in Appendix E with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty three (23) if the dependent is enrolled as a full-time student in an accredited school or university.
- 4. Vision Care Endorsement for employee and eligible dependents, as described in Appendix D.

B. Effective July 1, 2020, the medical and vision coverage provided through the Northwest Fire Fighter's Trust (NWFFT) as described in this Article. The current coverage provided by the NWFFT plan is attached as Appendix D of this agreement. The parties agree that the NWFFT alone has the authority to change the terms of coverage for this plan.

1. The NWFFT Health Plan design is currently an HDHP-HSA with deductible parameters of \$2,000/\$4,000. All other NWFFT Health plan perimeters are as defined in summary benefits coverage. The NWFFT plan offers a vision plan as part of the overall medical benefits plan and is included in the medical plan rates.

2. At no time will the Town pay an additional contribution to the NWFFT premium if the Trust premium is more than the Town's HDHP allocation rate of similar benefits. The allocation rate used in this calculation is based upon a plan design of equal value (\$2,000/\$4,000 deductible and Rx copayments as outlined in Appendix A).

3. The Town will annually deposit an additional \$250 in the employee's HSA for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their primary care physician complete the Preventive Health Attestation as appendix G certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.

4. The Triple Option Dental Plan, as described in Appendix E with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student in an accredited school or university.

5. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall be eligible to enroll in the NWFFT POS plan option. The employee shall pay the same premium share contribution as the NWFFT HDHP and the Town will pay the difference in premiums between the NWFFT HDHP and POS plans. Employees currently receiving Veterans benefits may also elect to enroll in the NWFFT HDHP, however, they should be aware of the timing of any HSA contributions to avoid potential tax penalties.

C. All members of the bargaining unit who elect insurance coverage under Sections A and B (as applicable) above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

Effective July 1, 2020, each employee enrolled and covered under section B shall contribute 11% of the NWFFT premium charged to the Town through weekly payroll deductions on a pretax

(IRS Code §125) basis. The NWFFT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings. The Town Dental plan contribution will be based upon a 10% annual contribution.

Effective July 1, 2021 each employee enrolled in the NWFFT shall contribute 11% of the NWFFT premium charged to the Town. The NWFFT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings. The Town Dental plan contribution will be based upon a 10% annual contribution.

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

D. The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

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

<u>Coverage Type</u>	<u>Payment Amount</u>
Individual	\$1,250
Individual plus one dependent	\$1,500
Individual plus two or more dependents	\$1,750

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

2. One-quarter of the above amounts (\$312.50, \$375, \$437.50 respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's medical plan only at the first of each month.

E. The Town shall provide and pay for a fifty thousand dollar (\$50,000.00) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars (\$60,000); converted to a \$15,000.00 retiree life insurance benefit on retirement separation.

SECTION 2

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

Employees separating service through retirement after July 1, 2017 but prior to July 1, 2020 shall be provided the HDHP with HSA (\$1,500/\$3,000 – 100%/80%) insurance benefits herein Section 1.A.

Employees who enter or entered the DROP on or after July 1, 2017 but prior to July 1, 2020 and who separate service after July 1, 2020 shall have the option at their time of separation to revert to, and participate in the HDHP plan with HSA (\$1,500/\$3,000 – 100%/80%) insurance benefits herein Section 1.A. or to remain with the NWFF HDHP HSA (\$2,000/\$4,000 – 100%/80%) herein Section 1.B.

Employees retiring and separating service or entering the DROP on or after July 1, 2020 will have the NWFF HDHP HSA (\$2,000/\$4,000 – 100%/80%) insurance benefits herein Section 1.B. and the Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

- B. For retired employees age 65 and over, who are eligible for Medicare, Parts A and B, and Medicare Supplemental coverage shall be provided in place of the foregoing coverage.
- C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars (\$1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Effective July 1, 2017, employees hired prior to September 1, 2013 shall contribute seven hundred dollars (\$700) annually through weekly payroll deductions to the Town's OPEB trust on a pre-tax basis (IRS Code §125).

SECTION 3

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

- A. Coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of a presently retired employee.
- B. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.
- C. If the retired employee remarries, the new spouse will not be eligible for this coverage.
- D. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her wife/husband at the time of his/her retirement. When the retired employee dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.
- E. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town or the NWFFT premium charged to the Town whichever is applicable. Employees retiring on/after July 1, 2025 must pay 75% of the NWFFT premium charged to the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made

continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.

- F. For those employees who retire before July 1, 2025, the Town will pay 100% of the premium for Parts A & B Medicare Supplemental coverage for the spouse. For employees who retire on or after July 1, 2025, coverage to the spouse will cease when the spouse becomes eligible for Medicare.

SECTION 4

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

ARTICLE XVII Leave of Absence Without Pay

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

ARTICLE XVIII Seniority and Reduction in Force

SECTION 1

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

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

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

SECTION 2

Layoff and Recall

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

A. Order of Layoff

1. Temporary employees shall be laid off before probationary employees.
2. Probationary employees shall be laid off before regular employees.
3. Among regular (non-probationary) full time employees, the following job classifications shall be established for purposes of layoff:
 - a. Deputy Chief
 - b. Captain
 - c. Lieutenant
 - d. Apparatus Operator
 - e. Firefighter
 - f. Firefighter/Paramedic
 - g. Chief Training Officer
 - h. Chief Medical Officer
 - i. Assistant Medical Officer
 - j. Fire Marshal
 - k. Deputy Fire Marshal
 - l. Master Mechanic
 - m. Assistant Master Mechanic
 - n. Alarm Superintendent
 - o. Assistant Superintendent of Alarms
 - p. Emergency Management Captain
4. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior firefighter or firefighter/paramedic will be affected by the elimination of the position within his/her classification. The least senior firefighter or firefighter/paramedic in which the elimination takes place shall be entitled to "bump" the least senior firefighter or firefighter/paramedic most recently held by such employee. The least senior firefighter or firefighter/paramedic so affected shall be entitled to bump the least senior firefighter or firefighter/paramedic most recently held by such employee and this bumping procedure shall continue until the least senior firefighter or firefighter/paramedic is laid off. Seniority within the previously held classification shall include time served in the classification from which the demotion is made.

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

B. Recall

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

**ARTICLE XIX
Probationary Period**

SECTION 1

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of probationary service.

- A. The probationary period shall commence on the date of hire. The probationary period shall continue for not less than one year. Should the probationary period include attendance at the Connecticut Fire Academy Recruit Firefighter Program, or equivalent, it shall continue for a period of time not less than one year after graduation from that program.
- B. During the probationary period, the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

SECTION 2

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no promotional appointment into a position above the rank of

Firefighter or Firefighter/Paramedic shall be deemed final until after the expiration of a period of one year's probationary service.

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

ARTICLE XX Employee Wellness Program

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

1. Be conducted by an Board Certified Occupational Health Physician.

2. Include blood work, spirometry, a physical exam, vision and hearing testing, aerobic capacity testing and such other components as dictated by the applicable portions of the standard.
3. Included testing for the Hepatitis B anti-body each year.
4. Include testing for the Hepatitis C anti-body once every five (5) years.

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

- Results in surgical intervention resulting in lost work time,

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

ARTICLE XXI

Health and Safety

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

Physical Examinations

- A. The Town will conduct the physicals at St. Francis Occupational Health with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.

- B. If any follow-up examination is required after an individual has been examined by the Town's physician, the Town will bear the expense, and will select the physician to conduct the follow-up.

ARTICLE XXII
Emergency Medical Service

SECTION 1

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

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

1. No licensed paramedic with medical control currently providing paramedic level care with East Hartford Fire Department shall receive less of a stipend than he or she would have received under the terms of the previous labor agreement.
2. Licensed paramedics who re-enter the system shall begin accumulating additional years of service immediately upon receiving medical control from the East Hartford Fire Department Sponsor Hospital.
3. Licensed paramedics who re-enter the system shall not receive credit for the intervening years between their separation and subsequent re-entry.
4. For the purposes of calculating years of service only, a licensed paramedic with medical control from the East Hartford Fire Department Sponsor Hospital who provides advanced life support for any portion of a year between their anniversary date and their next anniversary date shall have their service pro-rated for the time served. In no case will credit be less than a six (6) month period.
5. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service may voluntarily separate from the paramedic program. This separation is only permitted biannually on June 30 and December 31 regardless of the date the member entered the program.
6. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service

may, with approval of the fire chief, voluntarily re-enter the paramedic program. This is only permitted biannually on June 30 and December 31.

7. Members voluntarily re-entering the paramedic program must have, at the time of their re-entry, all license and certifications required of current members in the paramedic program. Personnel lacking said certification or licensure shall not be re-admitted to the program.
 8. Members voluntarily re-entering the paramedic program after a separation of more than 24 months, and without demonstration of active paramedic service (with any agency) during the intervening period, shall be precepted in accordance with the requirements set forth by the sponsor hospital or regional medical authority.
 9. The department reserves the right to involuntarily separate, for cause, a practicing paramedic who has met their contractual obligation from the program.
 10. Licensed paramedics who exit the system on June 30th shall receive half of their annual stipend.
 11. Licensed paramedics, who exit the system on December 31st, shall receive the full annual stipend.
- B. Employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for six months or more of the calendar year shall receive the full amount specified above for that year. These stipends shall be payable on the first pay period in December. Employees who are licensed as paramedics and have medical control from the East Hartford Fire Department Sponsor Hospital shall be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

SECTION 2

Certification

- A. All firefighters hired between August 26, 1987 and June 30, 1996 shall be required to hold their EMT-P license and to maintain that license for six (6) licensing periods (of one year duration) following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.
- B. All firefighters hired on or after July 1, 1996, shall be required to hold, at a minimum, EMT-Basic certification and to maintain that certification thereafter.

- C. All firefighter/paramedics hired prior to January 1, 2002, who hold paramedic license at the time of appointment and who provide such service, shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for six (6) licensing periods (of one year duration) following appointment. All firefighter/paramedics hired on or after January 1, 2002 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) licensing periods (of one year duration) following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

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

- D. Employees with a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital shall constitute no less than thirty-three percent (33%) of the total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with paramedic licensing drops below the minimum percentage expressed herein, no applicant without a paramedic license will be hired until the minimum paramedic percentage level is restored.
- E. If, during the period that a firefighter/paramedic is required to maintain a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital he/she does not satisfy re-licensing requirements and/or fails to maintain medical control, he/she shall be provided a period of time not to exceed six (6) months to regain a paramedic license and/or medical control. The period of time from loss of license and/or medical control shall be added to the period the firefighter is required to hold a paramedic license. The Town shall not bear any costs associated with an employee's effort to regain his/her paramedic license and/or medical control.
- F. All current employees who were not required to possess paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital at the time of appointment and who elect to seek their paramedic license and medical control following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their paramedic license and medical control for a minimum of two (2) licensing periods (of one year duration each).
- G. All employees who participate in training for EMT certification must make a good faith effort to pass examinations and to meet all other requirements. All employees who possess their paramedic license and who participate in Department sponsored training to maintain their license shall perform the duties of a paramedic during the remainder of their licensing period.

- H. For employees who obtain their paramedic license and medical control subsequent to initial employment (in accordance with Section F hereof):
1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payments under Section I for that calendar year and each calendar year thereafter during the period of medical disqualification.
 2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- I. For employees who were required to possess a paramedic license upon initial employment (in accordance with Sections A, C and D hereof):
1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive no pro rata payments under Section 1 for that calendar year and each calendar year thereafter during the period of medical disqualification.
 2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.
- J. Any employee who holds an EMT-P license and decides not to re-license after completing his/her minimum commitment to maintain licensing, shall give one hundred twenty (120) days notice of his/her decision to the Chief.
- K. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.
- L. Any member who holds a State of Connecticut Paramedic license but provides only BLS care while performing his duties in the Department shall be given no less than 24 hours of continuing medical education over a three (3) year period.
- M. For any employee not receiving a stipend pursuant to Article XXII, Section 1.A. and those employees in their first or second year of service, the Town shall annually contribute towards or reimburse employees for the cost of EMS certification and/or licensing renewal fees, up to \$175 per employee, for all employees certified or licensed as an EMT or EMT-P recognized by the State of Connecticut. Reimbursement shall be

paid during the first pay period in December of the employee's cost of such renewal disbursed in a fair and equitable manner taking into consideration the renewal fees cost and the total number of members being reimbursed that calendar year.

SECTION 3

Precepting

A Precepting program shall be established and maintained by the Department. Those employees who are assigned precepting duties (preceptors) shall receive a stipend of seven tenths of one percent of the current top step Firefighter rate of pay for each tour in which precepting is performed.

ARTICLE XXIII Miscellaneous

SECTION 1

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

SECTION 2

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

SECTION 3

All promotions shall be made through a merit system.

SECTION 4

- A. A budget of \$20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects at a recognized school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- B. A budget of \$20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.
- C. Only employees who were enrolled in degree programs in the above referenced areas prior to July 1, 1989 and who continue in such program after the effective date of this

contract shall continue, when scheduled to work, to receive leave with pay to attend such classes, provided prior approval is granted by the Chief of the Department, which approval shall not be unreasonably withheld. Any change in program or failure to participate continuously (each term) will disqualify current participants from this grandfather provision. The Town and the Union shall mutually develop a list of participants who are eligible for this grandfather provision. The Department shall also grant leave with pay for attending courses when attendance is required by the Department.

- D. Any employee who has been compensated under this Section shall remain in the Fire Department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.

SECTION 5

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

SECTION 6

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

SECTION 7

The department shall not schedule Fire or EMS related training on any holiday covered under Article VII, section 1 of this agreement. Training hours shall be conducted Monday thru Friday between the hours of 0800 and 1600 and on Saturday between the hours of 0900 and 1300. Any alterations must be accomplished with the consent of both the Union and the Chief of the Department. Outdoor training shall not occur when the Heat Stress Index (as displayed in Appendix H) is above 90 degrees Fahrenheit or the Wind Chill Index (as displayed in Appendix H) is below 25 degrees Fahrenheit. The National Weather Service shall be used to obtain the current temperature, humidity and wind chill.

SECTION 8

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

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

SECTION 9

Upon signing a successor agreement to this contract, the Town shall provide each member of the bargaining unit with a digital copy of this contract in PDF format and a digital copy of this contract (in an editable format compatible with Microsoft Word) to the Union president for the purpose of future negotiation.

ARTICLE XXIV Savings Clause

SECTION 1

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

SECTION 2

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

ARTICLE XXV Wages and Longevity

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

ARTICLE XXVI Duration

- A. The duration of this contract shall extend from July 1, 2019 through June 30, 2022 as it applies to all items of the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to such expiration date.
- B. Within twenty (20) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

ARTICLE XXVII
Apparatus Operators

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

IN WITNESS WHEREOF, the parties have caused their names to be signed this 16th day of May, 2017.

TOWN OF EAST HARTFORD

**LOCAL #1548, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL CIO**

Marcia A. Leclerc
Mayor

Matt Flor
President

Santiago Malave
Director of Human Resources

Meredith G. Diette
For the Town

Sandra L. Franklin
Benefits Administrator

**APPENDIX A
SALARY SCHEDULE**

July 1, 2015 – June 30, 2019

GRADE

65 - Firefighter, Firefighter/Paramedic*

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2019	2.00%	61,977	65,321	68,672	72,027	75,357
7/1/2020	2.00%	63,217	66,627	70,045	73,468	76,864
7/1/2021	1.25%	64,007	67,460	70,921	74,386	77,825

* Subject to Recruit Rate, as described below.

66 - Apparatus Operator

	<u>Increase</u>	<u>Step 1</u>
7/1/2019	2.00%	78,368
7/1/2020	2.00%	79,935
7/1/2021	1.25%	80,934

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

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2019	2.00%	83,809	86,156
7/1/2020	2.00%	85,485	87,879
7/1/2021	1.25%	86,554	88,977

68 - Lieutenant

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2019	2.00%	83,759	87,009
7/1/2020	2.00%	85,434	88,749
7/1/2021	1.25%	86,502	89,858

69 - Captain

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2019	2.00%	90,418	93,975
7/1/2020	2.00%	92,226	95,854
7/1/2021	1.25%	93,379	97,052

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

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2019	2.00%	90,417	93,975	99,678
7/1/2020	2.00%	92,225	95,854	101,672
7/1/2021	1.25%	93,378	97,052	102,943

72 - Deputy Chief

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2019	2.00%	97,653	101,416	105,393
7/1/2020	2.00%	99,606	103,444	107,501
7/1/2021	1.25%	100,851	104,7373	108,845

NOTE:

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

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

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

Recruit Rate

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

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

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

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

7/1/2019	Two percent (2.00%)
7/1/2020	Two percent (2.00%)
7/1/2021	One percent and one quarter percent (1.25%)

APPENDIX B

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APPENDIX C
Dr.'s Own Letterhead

TO: Chief, Fire Department
Town of East Hartford

FROM:

DATE: _____

As a physician duly licensed by the State of _____.

I hereby certify that _____ was unable to
(name of employee)

work during the continuous period from _____
(date)

to _____ as a result of being afflicted with
(date)

_____, during which period he/she was under my care.
(cause of illness)

I also certify that said employee can return to duty with no restrictions on

_____.
(date)

Signature of Physician

APPENDIX D

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APPENDIX D

**EAST HARTFORD FIRE FIGHTERS
MEDICAL INSURANCE PLAN**

SCHEDULE OF BENEFITS

July 1, 2019- LUMENOS HEALTH SAVINGS ACCOUNT

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

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

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

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

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

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

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

PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening (See Preventive Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient Surgery (Including colonoscopy) Note: See Other Medical Services section also, for Outpatient Surgery rendered in an ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	Deductible	Deductible & Coinsurance

High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free- standing dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY / URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN MEDICAL/ SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance

Non-Surgical Services of a Physician or Surgeon (Other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
<i>Outpatient Treatment for Mental Health Care and Substance Abuse Care</i>	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Outpatient Surgery In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy) Note: See the Hospital Services section also for Outpatient Surgery rendered in a Hospital setting.	Deductible	Deductible & Coinsurance
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance

<p>Prescription Drugs:</p> <p>Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p>Specialty Pharmacy The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Mail Order Prescription Drug Program The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs and supplies</p>	<p style="text-align: center;">Deductible & then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p>Deductible & Coinsurance per prescription</p> <p>Deductible & Coinsurance per prescription</p> <p>Deductible & Coinsurance per prescription</p>
<p>Human Organ and Tissue Transplant Services Unlimited maximum</p>	<p style="text-align: center;">Deductible</p>	<p>Deductible & Coinsurance</p>
<p>Home Health Care (Including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p> <p>In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420.</p>	<p style="text-align: center;">Deductible</p> <p style="text-align: center;">Deductible</p>	<p>Deductible & Coinsurance</p> <p>Deductible & Coinsurance</p>
<p>Infusion Therapy Unlimited lifetime maximum</p>	<p style="text-align: center;">Deductible</p>	<p>Deductible & Coinsurance</p>

Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under Diabetic equipment, and supplies	Deductible	Deductible & 50% Coinsurance
Ostomy Related Services	Deductible	Deductible & 50% Coinsurance
Hospice Care (inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Calendar Year with cancer diagnosis	Deductible	Deductible & Coinsurance
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services Please see Maternity/Family Planning Section of this document Office Visit Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply	Deductible Same as Hospital Outpatient Cost-Share Same as Hospital Inpatient Cost-Share Deductible	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

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

APPENDIX E
EAST HARTFORD
TRIPLE OPTION DENTAL PLAN

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

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

*Flex Dental deductible does not apply to preventive services or sealants.

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

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

**APPENDIX F
HEALTH BENEFIT OPT-OUT FORM**

Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

**Statement of Election to Participate in Town of East Hartford
Health Benefit Opt-Out Program**

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _____ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is _____. This plan covers: my spouse, my family, and myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$1250 for individual employee coverage, \$1500 for employee plus one dependent coverage, or \$1750 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Witness _____ Date _____

**APPENDIX G
ATTESTATION FOR \$250 WELLNESS REWARD**

THE ORIGINAL FORM SHOULD BE SUBMITTED TO Town of East Hartford, Human Resources Attention: Sandra Franklin 740 Main Street, East Hartford CT 06108

ANNUAL ROUTINE PHYSICAL EXAM FORM

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

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

The Routine Physical Exam Should Include the Following:

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

You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done. I certify that I performed a routine physical exam on Town of East Hartford Employee:

EMPLOYEE NAME

Physician's Name: _____

Date of Physical: _____

Physician's Signature: _____

APPENDIX H - WIND CHILL INDEX

		TEMPERATURE °F												
		45	40	35	30	25	20	15	10	5	0	-5	-10	-15
WIND SPEED (MPH)	5	43	37	32	27	22	16	11	6	0	-5	-10	-15	-21
	10	34	28	22	16	10	3	-3	-9	-15	-22	-27	-34	-40
	15	29	23	16	9	2	-5	-11	-18	-25	-31	-38	-45	-51
	20	26	19	12	4	-3	-10	-17	-24	-31	-39	-46	-53	-60
	25	23	16	8	1	-7	-15	-22	-29	-36	-44	-51	-59	-66
	30	21	13	6	-2	-10	-18	-25	-33	-41	-49	-56	-64	-71
	35	20	12	4	-4	-12	-20	-27	-35	-43	-52	-58	-67	-75
	40	19	11	3	-5	-13	-21	-29	-37	-45	-53	-60	-69	-76
	45	18	10	2	-6	-14	-22	-30	-38	-46	-54	-62	-70	-78

A
B
C

Wind Chill	
Temperature °F	DANGER
A ABOVE 25°F	LITTLE DANGER FOR PROPERLY CLOTHED PERSON
B 25°F-75°F	INCREASING DANGER, FLESH MAY FREEZE
C BELOW 75°F	GREAT DANGER, FLESH MAY FREEZE IN 30 SECONDS

APPENDIX H - HEAT STRESS INDEX

TEMPERATURE °F	RELATIVE HUMIDITY								
	10%	20%	30%	40%	50%	60%	70%	80%	90%
104	98	104	110	120	132				
102	97	101	108	117	125				
100	95	99	105	110	120	132			
98	93	97	101	106	110	125			
96	91	95	98	104	108	120	128		
94	89	93	95	100	105	111	122		
92	87	90	92	96	100	106	115	122	
90	85	88	90	92	96	100	106	114	122
88	82	86	87	89	93	95	100	106	115
86	80	84	85	87	90	92	96	100	109
84	78	81	83	85	86	89	91	95	99
82	77	79	80	81	84	86	89	91	95
80	75	77	78	79	81	83	85	86	89
78	72	75	77	78	79	80	81	83	85
76	70	72	75	76	77	77	77	78	79
74	68	70	73	74	75	75	75	76	77

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

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

APPENDIX I

SUBSTANCE ABUSE POLICY

The Town and Union have a vital interest in maintaining a safe and healthy work environment in which all employees have the opportunity to work in a productive manner. The Town and Union also have a commitment to its citizens, residents, visitors and the community to ensure a well and fit workforce.

Therefore, the illegal use, possession, distribution, purchase, or sale of controlled substances is prohibited. Violation of this policy will subject members to discipline up to and including termination. Such discipline shall be subject to Article IV – Grievance Procedure.

Employees shall notify the Chief or Assistant Chief within three (3) days of any arrest for drug law offense, regardless of where or when it may occur. Employees shall notify the Chief or Assistant Chief of any arrest for alcohol violations, including loss of driving privileges, prior to reporting for duty for the next shift after the offense or arrest occurs.

The Town and Union, by agreeing to this policy, are committed to protecting its members and to ensure Town's interests are properly safeguarded. This policy shall be implemented a manner that is consistent with all applicable State and Federal law.

Section 1 – Employee Assistance Program (EAP)

1. Any member who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into EAP can occur by self-referral, recommendation, or referral by a Supervisor.
2. Requests for assistance through “recommendation” or “Supervisor referral” will be confidential. “Self referral” confidentiality will be maintained between the individual seeking help and EAP.
3. Member progress will be monitored by the Fire Chief or his/her designee.
4. Rehabilitation, itself, is the responsibility of the member. For members enrolled in a formal treatment program, the Town will grant rehabilitation leave through the use of accumulated sick leave.
5. To be eligible for continuation of employment on a rehabilitation basis, in accordance with the language above, the member must have been employed by the Town for at least one (1) year; must maintain at least weekly contact with the Fire Chief or her/his designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

6. Upon successful completion of an approved treatment program mutually acceptable to the Fire Chief and the Union, the member will be returned to active status without reduction of pay, grade or seniority.

Section 2 – Alcohol

1. No alcoholic beverages will be brought into or consumed upon Fire Department premises.
2. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
3. Any member whose off-duty use of alcohol which results in an inability to perform all duties required of said member in a satisfactory manner while on duty may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken.
4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:
 - a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work
 - b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

Section 3 – Prescription Drugs

1. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed. Members shall notify the Fire Chief or his/her designee if there are any job-related restrictions in the use of the prescribed drug.
2. Any member whose abuse of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.
3. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

- a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work
- b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

Section 4 – Illegal Drugs

1. The use of an illegal drug, or controlled substance, or the possession of such substance by a member, while said member is on duty or on Department premises, is just cause for suspension or termination.

2. Any member whose abuse of illegal drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.

3. The sale, trade or delivery of illegal drugs or controlled substances by a member, during work hours or while on Department premises, to another person is just cause for suspension or termination.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

- a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work
- b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

Section 5 – Testing Procedures

Testing for drugs shall be by urine testing and shall be performed by a licensed laboratory. Testing for alcohol shall be by breathalyzer and conduct by a trained Breath Alcohol Technician

For drug testing, the sample will be split into two parts. A member whose drug test results in a positive report may, within forty-eight hours of receiving notification of such result, request in writing to the Fire Chief or his/her designee that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the member's choosing and at the member's expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the member for the cost of the second test.

Section 6 – Interference With or Refusal to Test

Any alteration, switching, substituting or tampering with a sample or test given under this Appendix I by any member shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal.

The refusal by a member to submit to a drug or alcohol test pursuant to the provisions of this Appendix I, or to cooperate in providing information needed in connection with the testing, shall result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

Section 7 – Rehabilitation

The opportunity for rehabilitation (rather than discipline) shall be granted once for any member who:

1. Voluntarily admits to alcohol or drug abuse prior to testing (this is not considered a refusal to submit) or
2. Tests positive for alcohol or abuse of legally prescribed drugs for the first time

The member shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will at the sole expense of the member, to the extent not covered by the member's health benefits plan. As part of any rehabilitation program, the member shall be required to undergo periodic screening for drugs or alcohol as recommended by the Medical Review Officer (MRO). If, after testing, the member has tested positive, he/she will be immediately suspended and will be subject to dismissal.

Section 8 – Reasonable Suspicion Procedures

The procedures of the Town in regard to members using, possessing or being under the influence of alcohol, drugs or controlled substances while on duty are as follows:

1. Members shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

Step 1: A supervisor who has reasonable grounds to believe that a member is under the influence of alcohol, drugs or controlled substances, as provided for within Federal or State law, shall immediately relieve said member from duty with pay.

Step 2: The on-duty Shift Commander or appropriate Division Head as applicable shall then immediately notify Fire Chief, or his/her designee.

Step 3: The reporting supervisor and the Fire Chief or his/her designee will interview the member, and if the Supervisor and the Fire Chief, or his/her designee both being the same who interviewed the member believe, based upon reasonable grounds herein, that the member is under the influence of alcohol, drugs or controlled substances, then said member will be taken by the Department its designated hospital or testing facility. The member may request Union representation during this interview, though said request may not be a reason to delay said interview.

Step 4: The decision to relieve the member from duty assignment shall be documented as soon as possible. Both the supervisor and the Fire Chief or his/her designee must document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5: The member shall sign the appropriate release form provided by the hospital or testing facility to perform a drug and/or alcohol test for either reasonable suspicion testing.

1. It shall be made clear to the member before he/she signs the release form that the results will be made available to the Fire Chief or he/she designee and may be used in disciplinary proceedings against the member. In addition, said results will be made available to the member.

2. If the member does not sign the release form, the member will be in violation of the parties' Agreement and the member will be relieved from active duty without pay and be subject to disciplinary action up to and including termination.

Step 6: When an alcohol drug test is administered, based on reasonable suspicion, the member will be placed on sick leave until results are available.

1. When test results are positive, the member will be relieved of duty without pay and shall be subject to disciplinary action, up to and including termination. The member may be referred to EAP in lieu of disciplinary action being taken at the sole discretion of the Fire Chief or his/her designee.

2. The Fire Chief or his/her designee shall make the final determination whether the member returns to active status or remains off duty if the outcome of the test(s) is/are positive.

3. Rejection of treatment or failure to complete rehabilitation may be cause for suspension or termination.

4. Upon successful completion of treatment, the member will be returned to active status without reduction of pay, or grade or seniority.

5. No member will be eligible for EAP more than one time except at the sole discretion of the Fire Chief or his/her designee. Any cost for additional EAP treatment shall be the responsibility of the member and shall not be submitted for reimbursement through the Town. A second positive test for alcohol or drugs shall be cause for immediate termination, except in those cases where the Fire Chief or her/his designee authorizes the member to attend additional EAP treatments at the member's expense, as provided for herein. Notwithstanding any other provisions contained herein, members who have three positive test results for alcohol or drugs shall be immediately terminated.

2. Any supervisor who does not relieve a member, who he has knowledge of or reasonable suspicion of being under the influence of alcohol, drugs or controlled substances will be subject to disciplinary action.

3. Anyone knowingly bringing false charges against a member or using these procedures for harassment or personal reasons will be subject to disciplinary action.

MEMORANDUM OF AGREEMENT

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

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

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

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

NOW, therefore, the parties agree as follows:

1. Article VIII of the Agreement shall be amended to delete the term time and one-half (1 1/2) and to substitute the term time and one-quarter (1 1/4), effective on approval of both parties.
2. The parties agree that there shall be maintained a minimum of twenty-six (26) members of the bargaining unit on duty at all times. The above shall not include any employee in grade 67, grade 71 or the Emergency Manager.
3. The Town maintains the right to reduce the manning level below twenty-six (26), when financial circumstances so dictate, subject to one (1) exception set forth below. The Town is to be the sole determiner of when financial circumstances dictate the reduction; however, the Town will present to the Union the basis for its determination. Exhaustion of the overtime account in and out of itself will not be deemed a sufficient financial circumstance justifying reduction of the work force below the above minimum.


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



MEMORANDUM

DATE: October 8, 2019

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Firefighter's Contract Settlement - Contingency Transfer

By way of this memo, attached please find the Budgetary Transfer of Funds form for the settlement of the Firefighter's contract for the fiscal year ended June 30, 2020.

While there are a variety of changes to the contract, most of which Chief Oates will be on hand to explain to the Council as they deliberate the approval of the contract, I would like to call to your attention two items that are of financial note:

1. The transfer of all firefighters to the Northwestern Fire Fighters Trust (NWFFT) has been agreed to during this negotiation. This change reflects the desire of the union and the Town to move the existing firefighters from the current \$1,500/\$3,000 Anthem High Deductible Healthplan to a newer, \$2,000/\$4,000 Trust operated by a consortium of Connecticut Firefighter unions.

In this situation, the Town will contribute monthly, 1/12 of the projected cost of the NWFFT to provide medical and prescription drugs to our firefighter employees. The plan design is more constricted than the existing Town plan, so the costs are projected to be lower than if the Town retained the employees. If the cost of the NWFFT is higher than the actual Town experience, the Town is only required to contribute our actual experience cost.

So in no event will the movement of these employees increased the medical cost to the Town, and in fact, we believe it will lower the cost in the long run.

2. We have attached a projection of wages for the three-year contract which is consistent with the Town Council approved proforma and over the life of the contract, the Town will see a 5.25% wage increase which is lower than the rate of inflation.

I will be on hand at the Town Council meeting on October 15, 2019 to answer any questions.

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

Town Of East Hartford
Request for Budgetary Transfer of Funds

Department Name CONTINGENCY
Fund Name General

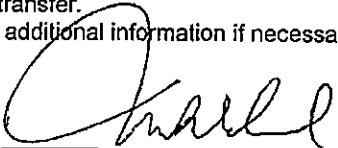
Fiscal Year 2019-20

Date October 8, 2019
Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Fire Suppression	G5317-60110	\$ 238,927	Contingency Reserve - Contract Neg.	G9600-60201	\$ 238,927
	Total	\$ 238,927		Total	\$ 238,927

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.

To provide a source of funds to settle the Firefighter's Contract for the year ending June 30, 2020.

Signature- Director/Department Head 

Approvals 
Finance Director

10/8/19
Date Approved

Mayor

Date Approved

Town Council/Clerk

Date Approved

FINANCE DEPARTMENT USE ONLY

Transfer _____

Date Entered _____

Entered By _____

The Town of East Hartford
 Analysis of the Fire Contract
 Prepared as of October 8, 2019

<u>Wages</u> 2%, 2%, 1.25%	<u>Medical Prem. Share and seed</u> Moved to NWWFT @ \$2,000/\$4,000
-------------------------------	---

Employees Covered 128

	Base @6/30/19	Precon. GWI 0.00%	6/30/19 Base Total	Year 1 @7/19 2.00%	6/30/20 Base Total	Year 2 @7/20 2.00%	6/30/21 Base Total	Year 3 @7/21 1.25%	6/30/22 Base Total
Reg. Wages	10,150,453	-	10,150,453	203,009	10,353,462	207,069	10,560,531	132,007	10,692,538
OT Wages	1,795,900	-	1,795,900	35,918	1,831,818	36,636	1,868,454	23,356	1,891,810
Total	11,946,353	-	11,946,353	238,927	12,185,280	243,706	12,428,986	155,362	12,584,348

Year	Wage Inc. Per Year	Wage Inc. Total	Year 1	Year 2	Year 3	Total
Pre	-	-				
1	238,927	238,927	238,927	238,927	238,927	716,781
2	243,706	482,633		243,706	243,706	487,411
3	155,362	637,995			155,362	155,362
4	-	-				-
Total		1,359,555	238,927	482,633	637,995	1,359,555

Total Per Year	Total Per Contract	Net OPEB Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
-	-	-	-	-	0.0%
238,927	238,927	-	238,927	238,927	2.0%
243,706	482,633	-	243,706	482,633	2.0%
155,362	637,995	-	155,362	637,995	1.3%
-	-	-	-	-	0.0%
637,995	1,359,555	-	637,995	1,359,555	5.3%

Annualized 1.8%

Town of East Hartford
 Labor Contract Dates
 Prepared as of January 12, 2019

Bargaining Unit	BU #	Contract Start	Contract End	Base plus OT	Employees Covered	Avg. Pay	Funding Needed FY 19
Fire	1548	7/1/2015	6/30/2019	11,706,460	127	92,177	234,129
Police	EHPOA	7/1/2017	6/30/2020	11,261,624	125	90,093	-
Laborers	1174	7/1/2017	6/30/2021	3,796,950	60	63,283	-
Supervisors	818	7/1/2016	6/30/2019	2,626,500	30	87,550	52,530
Municipal Employees	CSEAU	7/1/2017	6/30/2021	4,893,904	90	54,377	-
Dispatchers	Teamsters	7/1/2016	6/30/2019	1,506,239	19	79,276	30,125
Total							<u>316,784</u>



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 4, 2019
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

Please see the attached purchase and sale agreement and supporting documents for referral to the Real Estate Acquisition and Disposition Committee.

Thank you.

C: R. Gentile, Assistant Corporation Counsel

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 24th day of September, by and between Mary-Lynne Raymond, Executrix of the Estate of Joseph David Raymond, hereinafter called "Seller," and the TOWN OF EAST HARTFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address of 740 Main Street, East Hartford, CT, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller is the Executrix of the Estate of Joseph David Raymond, with the right and authority to sell all that certain piece or parcel of real property, with all buildings and other improvements thereon and all appurtenances thereto, known as 23 Cambridge Drive in the Town of East Hartford and State of Connecticut, hereinafter called the "Property", more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from the Seller the Property; and

WHEREAS, it is the desire of the parties to reduce their agreement to one document encompassing in detail their agreement as to the sale and purchase of the Property;

NOW THEREFORE, the parties agree as follows:

1. SALE OF PROPERTY. Seller hereby agrees to sell, assign, transfer and convey to the Buyer, and Buyer does hereby agree to purchase from Seller, all the right, title and interest in and to the Property, together with all buildings and other improvements thereon and all appurtenances thereto. Seller agrees to convey said real property to Buyer by a good and sufficient Fiduciary Deed, free and clear of all encumbrances, restrictions, encroachments, covenants, reservations, easements and any other defects or matters of record as shall appear, except those matters set forth on Schedule B hereto.

A. Condition of Title. It is understood and agreed that the title herein required to be conveyed by the Seller with respect to all of the property shall be good and marketable and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. If a title search reveals that title to the Property is not good and marketable, then Buyer shall notify Seller as to the nature and details of such defect and if, at the time of closing, the Seller shall be unable to clear or rectify such defect and convey marketable title to said premises to the

Buyer, then the Buyer may elect to accept such title as Seller can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations to each other.

B. Requirement to Deliver Release. Notwithstanding the foregoing, if the Property is subject to a lien or charge in a fixed or ascertainable amount, then the Seller shall be obligated to secure and deliver to Buyer a release of the same in recordable form at the closing, including but not limited to release of liens to the State of Connecticut for succession and/or estate taxes.

2. PURCHASE PRICE. The purchase price for the property shall be ONE HUNDRED NINETEEN THOUSAND DOLLARS (\$119,000.00), subject to adjustment as herein provided, payable as follows:

A. Buyer shall pay Seller upon execution of this Agreement by Seller and Buyer the sum of two thousand DOLLARS (\$2,000.00) as a deposit, by Town check. Said sum shall be held in escrow by Buyer's Attorney, Anthony J. Gryk, pending Closing of Title. Should this transaction fail to close due to Seller's default or pursuant to any other reason hereunder allowing Buyer to terminate the Agreement and seek return of the deposit hereunder, Seller's Attorney shall repay said escrowed amount to Town within five (5) days of notice from the Town that said sum is due.

B. Buyer shall pay Seller the balance of the purchase price by Town check at the closing.

3. CLOSING OF TITLE. The Closing of the transaction hereby contemplated shall take place at the Corporation Counsel, 740 Main Street, East Hartford, Connecticut, on the 30th day following Probate Court approval of the sale or at such other time and place as may be mutually agreed upon by the parties.

4. ADJUSTMENTS. Adjustment for taxes or other assessment, rents, water charges, sewer charges, fuel oil and the like shall be adjusted as of the date of the Closing in accordance with the closing customs for Hartford County.

5. ENVIRONMENTAL TESTING. Seller shall permit Buyer access to the property for purpose of conducting (i) environmental testing; (ii) a structural engineering analysis; and (iii) other

inspections normally conducted in connection with property acquisition. Said testing shall be conducted in a manner which will not unreasonably disrupt the Seller's occupancy or damage any structure on the Property. Buyer shall, after any such testing, restore the Property to the same condition that it was in before such testing or entry by the Buyer, its agents, servants or employees. This obligation shall survive closing and/or termination of this Agreement. Seller shall cooperate with Buyer in order to complete the testing within a reasonable time frame. In the event that such testing or analysis indicates a condition that Buyer deems unsatisfactory, Buyer may terminate this contract in which case the Seller shall refund the deposit and this Agreement shall be deemed terminated and neither Party shall have further obligation or liability to the other (except for obligations set forth herein as surviving termination and/or the closing).

6. **TENANTS.** The Property shall be conveyed free of the rights of tenants and parties in possession.

7. **ACCESS.** Buyer shall have reasonable access to the Property from date of execution of this Agreement.

8. **REMOVAL OF PERSONAL PROPERTY.** Seller shall remove all personal property from the Property prior to the date of closing, except as may be mutually agreed between the parties. Buyer does understand that the property will be sold with all appliances intact, and may have some furniture left such as hospital beds and general upholstered furniture.

9. **BROKER.** The Buyer represents to the Seller that no firm, person or corporation has shown these premises to the Buyer and the Buyer agrees to save the Seller harmless for all costs, damages and expenses based upon any claims made against the Seller by any real estate broker claiming to have dealt with Buyer with respect to the Property. Further, Seller represents to Buyer that there is no listing agreement for the Property currently in effect with any broker, and Seller agrees to save, defend, indemnify and hold Buyer harmless from and against any and all claims, demands, damages, actions and causes of action made against the Buyer by any real estate broker claiming to have dealt with Seller in connection with the Property.

10. **CONDITION OF PROPERTY.** Seller agrees that they shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear accepted and casualty accepted.

11. DOCUMENTS AT CLOSING. At the closing, Seller agrees to deliver to the Buyer the following:

A. Connecticut form Fiduciary Deed , conveying marketable title without exceptions, free and clear of all encumbrances, covenants, easements, restrictions, defects and reservations except as noted in Schedule B ;

B. All documentation as may reasonably be required by the attorney for the Buyer to carry out the terms, covenants conditions and intent of this contract.

C. An affidavit certifying that there are no rights of mechanic's liens or tenants with respect to the Property.

D. A closing statement.

E. A non-foreign affidavit to satisfy the requirements of the Internal Revenue Code.

F. Necessary succession and/or Estate tax releases from the East Hartford Probate Court.

12. RISK OF LOSS. Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller, and the Seller shall keep the improvements on the Property insured against loss by fire or other casualty for their full replacement value. Should any building or improvements be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Buyer may at its election either terminate this Agreement, or accept title to the Property and receive the benefit of all insurance monies received on account of such destruction or damage (less monies expended for protection thereof).

13. SELLER'S REPRESENTATIONS. Seller represents the following with regard to the Property:

A. The Seller has not received, and has no knowledge of, any notice or request from any insurance company or Board of Fire Underwriters, or mortgagee, requesting the performance of any work or alterations with respect to the Property which have not been complied with, and the Seller does not know of and has not received any notice of any violations of any local, state or federal laws arising out of the present use and occupancy of the Property;

B. The Seller has no knowledge of any pending or contemplated condemnation proceedings affecting the Property or any part thereof;

C. No commissions or payments for work or improvements heretofore made are or will be due and owing, or become due or owing, in connection with any tenant lease;

D. No person, firm or entity, except as set forth herein, has any rights in or right to acquire the Property or any part thereof;

E. There are no service contracts, management agreements, commercial rental agreements, or other agreements of any kind or nature affecting the Property or a portion thereof which shall survive the closing.

F. There are no actions, suits, or proceedings pending or threatened against, by or affecting Seller with respect to the Property, at law or equity before or by any federal, state or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign. Seller is not in default with respect to any order, writ, injunction, or decree of any court of federal, state or any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, insofar as such order, writ, injunction, or decree affects the Property; and

G. Seller shall keep the Property in its present state of repair, except for normal wear and tear and casualty, up to the date of closing, and shall not commit waste upon the premises while in possession thereof.

14. **NO ASSIGNMENT, BINDING EFFECT.** This Agreement may not be assigned by either party without the written consent of the other, but it shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

15. **DEFAULT AND LIQUIDATED DAMAGES:**

A. If the terms and conditions of the Agreement are fully and fairly met and Buyer shall fail to pay the Purchase Price and accept title to the property and as provided in this Agreement, and the Seller is ready, willing and able to transfer title and deliver the deed and have otherwise complied with the terms of this Agreement, then Buyer shall be deemed to be in breach of this Agreement and the deposits paid pursuant to

paragraph 2 shall be retained by Seller as full and liquidated damages for said breach. The Seller and Buyer hereby stipulate that such damages otherwise would be difficult or impossible to ascertain and that said amounts paid hereunder represent the best approximation of such damages.

B. In the event Seller defaults under the terms of this Agreement, then Buyer may terminate this Agreement by written notice to Seller, and the deposits paid hereunder shall be returned to Buyer. Nothing contained herein shall, however, preclude Buyer from seeking specific performance of Seller's obligations contained in this Agreement in the event Seller is in default under the terms hereof.

16. APPROVALS

A. Seller understands that this Agreement and Buyer's obligations hereunder, are contingent on the approval of the purchase of the Property by the East Hartford Planning and Zoning Commission as may be required under Connecticut General Statutes section 8-24 and the East Hartford Town Council, prior to the Closing Date. In the event that the approval of either the Planning and Zoning Commission or the Town of East Hartford is not obtained, Buyer shall have the option of terminating this Agreement and receiving a full refund of any deposits paid hereunder (in which case this Agreement shall be considered null and void) or extending the Closing Date for a period not to exceed sixty (60) days. Should Buyer choose to extend the Closing Date, and said approvals have not been received within the sixty (60) day extension, this Agreement shall immediately terminate, all deposits paid by Buyer hereunder shall be returned to Buyer, and the Agreement shall be considered null and void.

B. PROBATE COURT APPROVAL. This Agreement is subject to Probate Court approval in regard to the Estate of Joseph David Raymond. The Seller shall apply for Probate Court approval upon payment of the deposit hereunder.

17. MODIFICATIONS

This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the Town of East Hartford and Buyer, and variance from the terms or conditions of this Agreement will be of no effect.

18. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.

19. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. The parties agree to the jurisdiction and venue of the courts located in the State of Connecticut.

20. COMPLETE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement.

21. NON-WAIVER

A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

22. SURVIVAL. All agreements, representations, warranties and covenants contained in this Agreement shall survive the closing and transfer of title.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24th day of September, 2019.

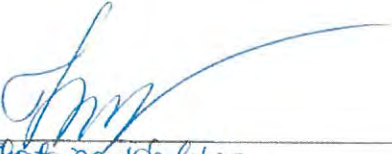
Signed, Sealed and Delivered
in the Presence of:

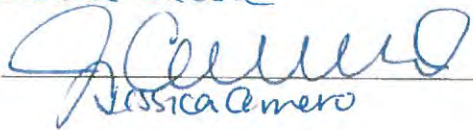
SELLER:

Estate of Joseph David Raymond

Richard S. Weikheiser
Robert S. Hawley

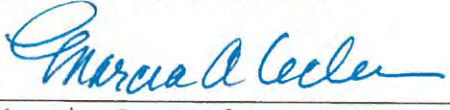
Mary-Lynne Raymond
(Executrix)
Mary-Lynne Raymond, Executrix



Stephanie Scheldt


Jessica Amero

BUYER
TOWN OF EAST HARTFORD

By 

Marcia A. Leclerc
Its Mayor, Duly Authorized

APPROVED AS TO FORM:



RICHARD P. GENTILE, ASST. CORP. COUNSEL

Schedule A

--- a certain piece or parcel of land located at 23 Cambridge Drive, East Hartford, Connecticut, together with the buildings and other improvements thereon situated in the Town of East Hartford, County of Hartford and State of Connecticut, and being known and designated as lot number one hundred forty-eight (148) as shown on a certain map entitled "Map of Milbrook Park, East Hartford, Conn. owned by the Milbrook Park Co., Inc. East Hartford, Conn. Scale 1" = 100' Oct. 27, 1941 Revised Nov. 24, 1941," which map is now on file in the office of the Town Clerk of East Hartford, reference thereto being had for a more particular description of said premises.

With the exception of property recorded in Vol. 171 P. 4 sold to the State of Connecticut, its successors and assigns forever, that certain parcel of land situated in the Town of East Hartford, County of Hartford and State of Connecticut on the easterly side of Cambridge Drive, and containing one-hundredth (0.01) of an acre, more or less, bounded and described as follows:

Northerly running to a point.

Easterly by land of the grantor herein, about fifty-four (54) feet by a line described as follows: Beginning at a point in the division line between lands of the grantor herein and now or formerly of Adeline E. Riley, said point being twenty-five (25) feet northeasterly from and measured at right angles to base line S, more particularly shown on the map hereinafter referred to: Thence northwesterly along a line twenty-five (25) feet northeasterly from and parallel with the base line S to a point which designates the P.C. of a curve, thence continuing northwesterly, following the arc of a circle which is tangent to the last described line and having a radius of forty-five feet and deflecting to the right to a point in the easterly line of Cambridge Drive.

Southerly by land of the said Adeline E. Riley about twenty-four (24) feet;

Westerly by Cambridge Drive about fifty-three (53) feet.

For a more particular description of the above described premises, reference is made to a map on file in the East Hartford Town Clerk's Office entitled "Town of East Hartford map showing land to be acquired from M.J. Raymond and Teresa A. Raymond by the State of Connecticut East Hartford Glastonbury Expressway, Scale 1" = 40' Jan. 1950 G. Albert Hill, Highway Comm.


Being the same premises described in a warranty deed from The Milbrook Park Company, Incorporated, to Michael J. and Teresa J. Raymond dated May 20, 1942 and recorded in the East Hartford Land Records in Vol. 125 P. 466 and further described in a Certificate of Devise of the East Hartford Probate Court in the Estate of Anna Raymond, a/k/a Teresa Raymond dated May 7, 1962 and recorded in Vol. 339, P. 19 of the East Hartford Land Records.

SCHEDULE B

1. Taxes on the list of October 1, 2019 and thereafter not yet due and payable.
2. Building, building line and zoning restrictions of the Town of East Hartford.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 7, 2019
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT: Boards and Commissions

The following name was submitted by the Democratic Town Committee Chairman for appointment to the below commission. Please place this nomination on the agenda for the October 15th, 2019 meeting.

Planning and Zoning Commission-Alternate Member (5-Year Term)

D Joshua Quintana 51 Goodwin Street 12/19

C: R. Pasek, Town Clerk



October 7, 2019

The Honorable Marcia A. Leclerc, Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Re: Endorsement

Dear Mayor Leclerc:

The District Chairs and Vice Chairs of the East Hartford Democratic Town Committee met on October 3, 2019 to consider the endorsement the following candidate for appointment to the following board or commission

Joshua Quintana as Alternate to the Planning & Zoning Commission	51 Goodwin Street 06118 860-878-8694	jquintana843@gmail.com
---	--	------------------------

In accordance with our guidelines the above was interviewed, his credentials reviewed and a vote to endorse his appointment was held. The result was a vote to endorse the appointment of the above. The appropriate attachments are herewith for your convenience.

Please contact me if you have questions or need additional information.

Respectfully,

Craig Stevenson, Chair



Town of East Hartford
Boards and Commissions
Application

Date: 10/7/19

Name: Joshua F. Quintana
Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: 51 Goodwin St Apt.# Zip: 06108

Home Phone: Email: jquintana43@comcast.com

Cell Phone: 860-478-8644 Years as an E.Hartford Resident:

Occupation: Constable Employer: Town of E. Hartford
Employer/Work Address

Formal Education/Certifications:

Party Affiliation: Unaffiliated Democrat Republican Minority Party
As it appears on the E. Htfd. Voter Registration List

Name of board or commission you wish to serve on: Planning and Zoning

Interest statement:
Your reason for being interested in serving our Town in this capacity
I wish to serve my town and community.

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:
Former Member Internal & Wetlands Commissioner

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements:

I understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and I understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

I understand that I may be required to complete training and/or continuing education.

I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature		Date 10/7/19	
Please return completed and signed form to:	BCpost@easthartfordct.gov	or mail to:	Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108

For internal use only:
Mandatory Qualifications:
Resident _____ T/O _____ C/R _____ T/C _____

JOSHUA F. QUINTANA

PROFESSIONAL ACHIEVEMENTS

CONNECTICUT GENERAL ASSEMBLY INTERNSHIP PROGRAM

Implemented the Intern Mock session for the Connecticut General Assembly and integrated it into the Curriculum for the General Assembly's Internship Program.

Researched information and collated data for Legislation that would become State Law.

WINGS OVER WEST HARTFORD

Quickly became proficient with all departments and their responsibilities and became an able substitute for all levels of employment.

CONNECTICUT GENERAL ASSEMBLY

Proficient with Minute taking and Legislative Filing.

Scheduler and logistical aide for Committee Clerks, Legislative Aides, and Legislators during the legislative session.

FEDERAL EMERGENCY MANAGEMENT AGENCY

Proficient in Operational Security (OPSEC) Active Shooter Policy and Mitigation, Disability Rights and Integration, and Sexual Harassment Prevention Policy.

Proficient in Database search, scheduling meetings, memorializing process steps, and Customer service.

SKILLS

Trained Typist and proficient with Microsoft Office.

Able to interact with the General Public and other Agencies in an efficient and friendly manner.

Detail and task oriented.

WORK HISTORY

DELIVERY MANAGER FOR PUBLIC ASSISTANCE, FEDERAL EMERGENCY MANAGEMENT AGENCY

2018-Present: Responsible for grants writing for State and Local Governments who have lost or damaged property due to natural disasters, Interacting with State and Local Government Employees to catalog all damages and expenses for reimbursement by FEMA, Coordinating with Municipal and State governments to coordinate grants, and managing individual case files on the behalf of FEMA.

CONSTABLE, TOWN OF EAST HARTFORD

2016-Present Responsible for Filing notice of delinquent taxes, their handling, and depositing with the Collector of Revenue for the Town of East Hartford.

FIELD ORGANIZER, NED LAMONT GOVERNOR’S CAMPAIGN

2018, RESPONSIBLE FOR DIRECTING AND OVERSEEING THE CONTACT AND VOTER OUTREACH FOR THE 2018 STATEWIDE ELECTION FOR THE GOVERNOR’S CAMPAIGN IN HARTFORD AND LITCHFIELD COUNTIES, RESPONSIBLE FOR TRAINING AND SCHEDULING VOLUNTEERS, OVERSEEING THEIR WORK AND THE COLLECTING AND VERIFYING OF FIELD DATA.

ASSISTANT CLERK FOR THE HOUSE DEMOCRATIC CAUCUS, HARTFORD CT

2014, 2015, 2016 LEGISLATIVE SESSIONS. RESPONSIBLE FOR COMPILING AND COLLATING PUBLIC HEARING TESTIMONY, FILING LEGISLATION WITH APPROPRIATE OFFICES, MANAGING INTERNS, AND FILLING IN AS NEEDED FOR THE COMMITTEE CLERK AND CAUCUS.

EVENT COORDINATOR GENGA, LARSON, CHADWICK CAMPAIGNS 2014-2016, EAST HARTFORD CT

2014, 2016. Responsible for organizing various public campaign events with multiple Democratic Candidates, Promote candidates for the East Hartford Democratic Town Committee and work in tandem with the Governor’s campaign to increase voter turnout, as well as managing and coordinating between four campaigns and their staff.

DRIVER FOR WINGS OVER WEST HARTFORD

2013- 2014. Responsible for training new Drivers on procedure and orientating them to the workplace. Became cross trained on all non- managerial duties and was responsible for daily proceeds.

INTERN FOR STATE REPS. HENRY GENGA, JAMES MARONEY

January 20th 2013-June 5, 2014. Responsible for Constituent outreach, Legislative Research, and tracking legislation.

OFFICE ASSISTANT FOR THE OFFICE OF STUDENT RETENTION SERVICES AT MANCHESTER COMMUNITY COLLEGE. MANCHESTER, CT

AUGUST 2012-DECEMBER 2012. RESPONSIBLE FOR SCHEDULING MEETINGS, FOLLOW UP STUDENT OUTREACH, PROCESSING STUDENT INFORMATION BOTH CONFIDENTIAL AND PUBLIC, REVIEWING TRANSCRIPTS FOR GRADUATION, AND AS NEEDED TASKS FOR THE DEAN OF STUDENT RETENTION.

EDUCATION

BACHELORS OF SCIENCES IN HISTORY CENTRAL CONNECTICUT STATE UNIVERSITY, 2019
ASSOCIATES OF SCIENCES IN GENERAL STUDIES, MANCHESTER COMMUNITY COLLEGE, 2014
HIGH SCHOOL DIPLOMA, EAST HARTFORD HIGH SCHOOL, 2007

REFERENCES

HENRY GENGA

State Representative, 10th Assembly District
Phone: 860-836-6112

LINDSAY GRIMES

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Manchester Democratic Chairman P: 860-983-4804

EDWARD COREY

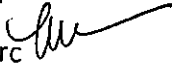
Deputy Field Director, Ned Lamont Governor's Campaign P: 860-484-1795

MATT SMITH

Field Director, Ned Lamont Governor's Campaign P: 203-996-1241



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 11, 2019
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: MEMO: Service Contract with LexisNexis-Crash Logic

Please see attached a memo and supporting documents from Police Chief Scott Sansom requesting a review and approval of the service contract with LexisNexis Risk Solutions pursuant to ordinance 10-4a of the Town of East Hartford Code of Ordinances; Vendor Services on Town-Owned Property. The contract will authorize the Police Department to distribute vehicle accident reports through their web-based "Crash Logic" program.

There will be no cost to the Town of East Hartford or the East Hartford Police Department for this service. Please place this item on the agenda for the October 15th, 2019 town council meeting. I recommend that the Town Council approve the service contract as submitted.

Thank you.

C: S. Sansom, Police Chief.



EAST HARTFORD POLICE DEPARTMENT MEMORANDUM



To: Mayor Marcia A. Leclerc

From: Chief Scott M. Sansom

Date: October 11, 2019

Subject: Review and Approval of Service Contract with LexisNexis - Crash Logic

I respectfully request review and approval of the attached service contract with LexisNexis pursuant to Chapter 10, Section 10-4a of the Town of East Hartford Code of Ordinances; Vendor Services on Town-Owned Property. The attached service contract will authorize LexisNexis Risk Solutions to assist the Police Department in distributing vehicle accident reports through their web based "Crash Logic" program.

Crash Logic is a customer service based program that will make it easier and more convenient for those involved in an accident to obtain a copy of an accident report for incidents that occur within the Town of East Hartford. The Town of East Hartford averages approximately 1,200 accidents per year. Currently, those involved in an accident must obtain a copy of the report through the Police Department Records Division during normal business hours. Through Crash Logic, customers can request and receive a copy of their accident report electronically from the convenience of their home or work place.

There will be no cost to the Town of East Hartford or the Police Department for this service. Customers are charged a flat rate of \$8.00 per accident report for this on-line service. Insurance Companies will be charged \$16.00 per accident report. The Town of East Hartford will receive \$8.00 for every copy of an accident report that is purchased on-line. It should be noted, that a standard accident report is currently .50 cents per page and the average accident report is ten pages, or approximately \$5.00 per accident report. Following implementation, customers can still choose to come to the Records Division to obtain a copy of their accident report at the current rate of .50 cents per page. The system offers the enhanced option of on-line access to accident reports for those who are unable to come in and get a physical copy from Records.

LexisNexis and Nexgen (Our current CAD / RMS vendor) have partnered so our accident report information will be sent electronically to Crash Logic. This requires no additional implementation work on either end and has no associated costs. Furthermore, our Town IT department has been advised of this initiative and approves of the contract for content.

LexisNexis currently provides this service to 48 other Towns and Cities throughout the State of Connecticut and approximately 5,000 agencies across the United States.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 15, 2019. Please contact Deputy Chief Rob Davis at extension 7564 if you have any questions.

Attachments:

- LexisNexis Final Agreement
- Lexis Nexis Certificate of Liability Insurance

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated _____ ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and The Town of East Hartford, with its principal place of operations at 740 Main Street, East Hartford, Connecticut 06108 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency operates a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3 Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and

including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the applicable eCommerce portal as set forth on an Order to this Agreement, including but not limited to purchases of Reports from the applicable eCommerce portal by an Affiliate (as defined in Section 16.1 below) of Provider or an Authorized Requestor. On a monthly basis, Provider will electronically

transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and its successor. At any time during the Term and upon not less than five (5) days' written notice to Provider, Agency shall have the right to audit such monthly reports on an annual basis. If such audit occurs at the Provider's office or place of business, such audit shall occur during normal business hours.

- 4.2.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
- 4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - 4.2.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - 4.2.1.3. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

- 4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates from purchasing Reports from the applicable eCommerce portal as set forth in an Order for Affiliate products and services. Provider's Affiliates may distribute previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors and Agency Requestors in accordance with an applicable Order and applicable laws and regulations.

6. TERMS AND TERMINATION.

- 6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

- 6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to

continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. **RELEVANT LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:
- 7.1. **Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
 - 7.2. **Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
 - 7.3. **Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
 - 7.4. **Social Security Numbers.** Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
 - 7.5. **Privacy Principles.** Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
 - 7.6. **Security.** Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. **Definition.** "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement
- 8.2. **Treatment of Confidential Information.** Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. **Intellectual Property Ownership.** Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify

Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders.

A Party may disclose Confidential Information solely to the extent required by subpoena, court order, pursuant to Conn. Gen. Stat. § 1-210 et seq, ("CT FOIA"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, CT FOIA request, or decision of the other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Prior to any disclosure hereunder, Provider shall have not less than ten (10) business days from the date it receives such written notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed, Agency will take reasonable steps to limit any such disclosure of Confidential Information to the specific information requested. Confidential Information disclosed pursuant to subpoena, court order, CT FOIA request, or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.4.1. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that in order for Agency to comply with its obligations under East Hartford CT, Code of Ordinances §10-4a, it is Agency's practice to disclose and/or distribute contracts for vendor services to its Mayor and Town Council for review and approval. Provider acknowledges and agrees that Agency may disclose this Agreement and any Orders or attachments hereto to its Mayor and Town Council for the purposes set forth in this paragraph and that such disclosure may be documented in a permanent record available to the public. Disclosures required by CT FOIA or as set forth in this paragraph shall not be considered a breach of any of the confidentiality provisions set forth in this Agreement.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT

LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. , To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

- 16.1. Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder.
- 16.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed



against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9. Governing Law. The Agreement will be governed by and construed under the laws of the State of Connecticut excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: Town of East Hartford

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: *Marcia Alecker*

Signature: _____

Printed Name: Marcia A. Alecker

Printed Name: _____

Title: Mayor

Title: _____

Date: 10/9/19

Date: _____

Approved As TO Form:

[Signature]

*October 9, 2019
Asst. Corporation Counsel*

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

- 1. Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
- 2. Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
- 3. Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (ii) promptly investigate the situation; and
 - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (iv) if required by law, or in Provider' discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Robert J. Porek

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



2019 OCT (800) 391-7389

TOWN CLERK
EAST HARTFORD

DATE: October 9, 2019

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, October 15, 2019 6:45 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, October 15, 2019

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the pending assessment (tax) appeals known as School Street Plaza, LLC v. Town of East Hartford, Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S, HHB-CV-19-6052268-S, involving real property located at 265 Ellington Road.

C: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Brian Smith, Assessor
Christine Sassen, Risk Manager