

Robert J. Bask

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
OCTOBER 19, 2021

2021 OCT 18 PM 2:18

TOWN CLERK
EAST HARTFORD

7:00 P.M. Executive Session

REVISED 10-18-21

Pursuant to Governor Lamont's Executive Order No. 7B, this Town Council meeting is accessible through "Microsoft Teams" 929-235-8441 Conference ID: 962 597 994 # or [Click here to join the meeting](#)

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. October 5, 2021 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Presentation by the East Hartford Health Dept.: Vaccination Efforts and Outreach
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Personnel Policy Temporary Ratification
 - B. Council Appropriation of Bond Funds:
 1. Department of Public Works Facility Feasibility Study and Improvements Analysis
 2. Improvements to Bicentennial Square Park
 - C. Council Appropriation of Bond Premium Proceeds: Public Works Capital Equipment
 - D. Bid Waiver: Eversource/Current Energy Solutions, LLC – East Hartford Community Cultural Center
 - E. Click It or Ticket Grant Program
 - F. Sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity
 - G. Reappointment of Hazelann Cook to the East Hartford Housing Authority
 - H. Referral to Fees Committee re: Senior Center Rental
 - I. Referral to Real Estate Acquisition & Disposition Committee: Stub Road, Margery Drive
 - J. Refund of Taxes
 - K. Release of Approved ARPA Funds: 2.12 – Aid to Other Impacted Industries

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Property Damage: William Nesbitt, CIRMA Claim # A0939
 - B. Opioid Litigation Brought By States and Local Subdivisions Against Three Pharmaceutical Distributors, Mckesson, Cardinal Health, and Amerisourcebergen, and One Manufacturer, Jansen Pharmaceuticals, Inc., And Its Parent Company, Johnson & Johnson.
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: November 16th)

Robert J. Park

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"

OCTOBER 5, 2021

2021 OCT 12 PM 12:31

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader
in Chambers Esther B. Clarke, Councillors Connor Martin, Angela Parkinson, Awet Tsegai and
John Morrison

PRESENT Vice Chair Donald Bell, Jr. and Councillor Patricia Harmon
via Teams

ALSO Marcia Leclerc, Mayor
PRESENT Lieutenant Neves, EHPD

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:36 p.m. The Chair noted that this was a "hybrid" meeting, which allows for the public to participate either in-person or virtually through Microsoft "Teams". He then announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to honor the lives of the following individuals:

Bernard "Bernie" Anthony Corona, a proud veteran who served his country for nearly 40 years, was dedicated to the needs of all veterans. He was the driving force and the primary motivator in the creation and mission of the East Hartford Veterans Affairs Commission and served as its first Chairman.

Doris T. Curley, a longtime resident of East Hartford, was active in various community organizations. She served as Town Treasurer in the early 1980's. She was very energetic and outspoken. The Chair noted that one of his last memories of Mrs. Curley was of her playing "setback", a game she loved.

William "Bill" Miller, Sr., the Town's first Personnel Director, created systems for hiring individuals to work for the town that are still in place today. Bill was active in the unions – specifically the Teamsters – having worked for Jimmy Hoffa for several years.

Bernie, Doris and Bill – rest in peace. You will be missed.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

None

To accommodate those present the following motion was made.

MOTION By Connor Martin
 seconded by Angie Parkinson
 to take item 8. E. "Distracted Driving High Visibility Enforcement Grant"
 out of order.
 Motion carried 9/0.

Distracted Driving High Visibility Enforcement Grant

MOTION By Angie Parkinson
 seconded by Awet Tsegai
 to **adopt** the following resolution:

WHEREAS, the State of Connecticut Department of Transportation (CT DOT) and the National Highway Traffic Safety Administration (NHTSA) are offering grant funds to municipal police departments to participate in the FY 2022 Distracted Driving High Visibility Enforcement Campaign; and

WHEREAS, this campaign will focus on motorists who choose to ignore Connecticut's hand-held mobile phone ban; and

WHEREAS, between 2012 and 2019, approximately 26,000 people died in crashes involving a distracted driver, according to NHTSA,

NOW THEREFORE LET IT BE RESOLVED; That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by CT DOT and NHTSA as they pertain to the 2022 Distracted Driving High Visibility Enforcement Campaign.

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

The Council then returned to the order of the agenda.

APPROVAL OF MINUTES

September 21, 2021 Executive Session/East Hartford Founders LLC

MOTION By Sebrina Wilson
 seconded by Connor Martin
 to **approve** the minutes of the September 21, 2021 Executive
 Session/East Hartford Founders LLC
 Motion carried 9/0.

September 21, 2021 Regular Meeting

MOTION By Sebrina Wilson
 seconded by John Morrison
 to **approve** the minutes of the September 21, 2021 Regular Meeting.
 Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

CPS HR Consulting: Directors' Compensation Study

Chair Kehoe explained that this Compensation Study was initiated to help the Council ascertain if the Directors are being paid a competitive salary. He introduced Awet Tsegai, Chair of the Personnel & Pensions Subcommittee, who gave a brief summary of the background on this issue.

Jan Bentley, Project Manager, CPS HR Consulting, led the discussion with a PowerPoint presentation. (a hard copy in the Council Clerk's meeting file) Ms. Bentley introduced her team members that worked on this project: Edie Sabia Senior Project Consultant, Igor Shegolev, Senior Project Consultant and Lynda Guerra, Administrative Technician.

Chair Kehoe stated that the Personnel & Pensions Subcommittee will review the recommendations that CPS made for the Directors' salaries, which will take into account the town's budgetary restrictions.

Employment Agreement: Chief Information Officer

Chair Kehoe explained that Roberta Pratt, Chief Information Officer, had been sharing 50% of her time with the East Hartford Board of Education. She will now be working fulltime for the Board. Thanks to Ms. Pratt, the town is in a much safer "cyber" space.

Disposition of Town-owned Property Other Than Real Estate

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

- Various pieces of obsolete equipment and technology from the IT Department
- Various pieces of obsolete office equipment and damaged furniture from the Wickham Library.

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

SiFi Networks Presentation

Mayor Marcia Leclerc proudly stated that SiFi Networks has secured over \$40 million of private funding to build a town-wide, open access, fiber network in East Hartford. The end result will be an inclusive network for the entire community – including businesses – that will assist those households most in need of connectivity with FiberCity Aid program.

Shawn Parker and Marcus Bowman, representatives from SiFi Networks, started the discussion with a PowerPoint presentation (a hard copy in the Council Clerk's meeting file) on this fiber network project. Also in attendance were SiFi's partners in this project: Scott Mailman, from Lat

Long Infrastructure LLC (LLI) that will construct the network and Prashanth Vijay, from Flume Internet, the internet service provider.

NEW BUSINESS

Recommendation from Personnel & Pensions Committee: Revised Job Description "I.T. Manager"

MOTION By Awet Tsegai
seconded by Awet Tsegai
to **recommend** that the Town Council approve the revised job description entitled "Information Technology Manager", as presented at the Personnel & Pensions Subcommittee meeting held on September 23, 2021 by Human Resources Director Theresa Buchanan. (see below)
Motion carried 9/0.

TITLE: Information Technology Manager **GRADE:** 108

DEPARTMENT: Data Processing **DATE:**

GENERAL DESCRIPTION

The Office of Information Technology manager works closely with town departments throughout the town to provide access to secure and accurate data, telephone, email, Internet and databases.

The manager oversees the operations of the Office of Information Technology employees assisting when required. As part of the Strategic plan the manager is the lead team member to determine priorities and work plans to accomplish department goals. The IT manager develops procedures for a coordinated approach to efficient workflow operations.

SUPERVISION RECEIVED

Direction of the Chief Information Officer. (CIO)

SUPERVISION EXERCISED

Supervises assigned Office of Information Technology

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops and leads a motivated team of IT staff to deliver excellent technical/non-technical support throughout town offices.
- Provides daily supervision and oversight to IT staff and schedules daily tasks
- Researches, evaluates and makes recommendations for upgrading, repair and maintenance of existing systems.
- Consults with Chief Information Officer and department heads to determine technology needs.
- Assists the Chief Information Officer in Developing a strategic plan to implement new systems to accommodate the municipality's needs. Oversees the acquisition of computer hardware and software.
- Manages and supervises assigned operations to achieve goals within available resources. Plans and organizes workloads and staff assignments.
- Oversees the network operations for the Town and should have the ability to perform Network administration duties such as installing servers, adding users/groups, creating folders for sharing and giving access permission if assistance is needed.
- Coordinates training classes and programs for municipal employees, including IT Staff as needed

- Maintains technical proficiency in software, hardware, networks and support for applications
- Oversees the Town's phone systems with the Network Administrator
- Collaborates with the Chief Information Officer and the Chief Information Security Officer on the department budget. Provides insight for reasoning behind the budget asks.
- Installs and tests new software. products. Creates new applications (design and coding work). Performs servers and special applications backups (SQL).
- Provide for security of data and assures that backups are maintained.
- Prepares project reports and informs Finance Director of project status and problems.
- Establishes criteria for the drafting of requests for proposals (RFP's) for the municipality's MIS needs.
- Places and follows-up on service calls to outside hardware/software support vendors to assure prompt and appropriate repair of hardware and software.
- Assures the effectiveness and efficient use of personnel, materials, facilities, time and budgeted funds for hardware and/or software. Makes budget recommendations for MIS Department requirements.

KNOWLEDGE, SKILLS, AND ABILITIES

- Considerable knowledge of data processing operations, systems, programming and administration for an organization with the needs of the Town.
- Considerable knowledge of advanced data processing technology, including various hardware and communications devices, and Internet.
- Considerable knowledge of municipal operations, budgeting and planning.
- Considerable knowledge of user applications and ability to establish and administer local area or wide area networks.
- Considerable leadership and managerial skills.
- Considerable ability to write programs in the municipality's programming language.
- Good ability to plan, organize and direct a data processing operation and staff.
- Good ability to monitor progress and adjust resources to accomplish work objectives.
- Considerable ability to communicate technical concepts to lay persons.
- Considerable ability to establish and maintain effective working relationships with Town officials, coworkers and vendors.

QUALIFICATIONS

A Bachelor's Degree in computer science or a related area, plus five to seven years of progressively responsible experience in programming and systems analysis, development and design which bridges the hardware and software sides of the information technology spectrum including at least one year as a supervisor, project manager, or operating manager, or any combination of education and experience which provides a demonstrated ability to perform the duties of the position.

SPECIAL REQUIREMENTS

None.

TOOLS AND EQUIPMENT USED

Computer hardware and software, word processor, calculator, mechanical devices used to transport, distribute, or package information, and typical office equipment.

PHYSICAL AND MENTAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and listen. Periodically the employee is required to walk, stand, use hands and fingers to operate office equipment and reach with hands and arms. The employee must be able to access and work in small, enclosed areas when installing equipment

and cables. The employee may occasionally lift/or move up to 40 pounds. Specific vision abilities required for this job include close vision and the ability to adjust focus. Must be able to read, analyze and interpret professional periodicals and journals, write reports and effectively present information and respond to questions. This position requires the ability to define problems, collect data, establish facts and draw valid conclusions and deal with a variety of abstract and concrete variables.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is conducted in typical office working conditions with relatively few disagreeable features. The noise level in the work environment is moderately noisy.

GENERAL GUIDELINES

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Release of Approved ARPA Funds

MOTION By Don Bell
 seconded by Awet Tsegai
 that the Town Council appropriate the following from the town's allocation of the American Rescue Plan Act funds:

➤ 2.4 Digital Inclusion Project Manager	\$ 100,000
➤ 2.7 East Hartford Connects: Services	\$ 800,000
East Hartford Connects: Youth Employment	\$ 800,000
➤ 3.6 Creation of Police & Youth Services	
Violence Prevention	\$ 250,000
Police & Social Worker Response PILOT Program	\$ 250,000
➤ 5.6 Storm Water Management Repair	\$1,500,000
Storm Water Management Repair	\$3,000,000
7.1 Administrative Expenses	\$ 219,017
Revenue Replacement: Provisions of Government	
Repairs to Historic Properties	\$2,000,000
➤ 5.17 Broadband: Other Projects	
Technology Upgrades	\$ 500,000
Grand Total	<u>\$ 9,419,017</u>

Motion carried 9/0.

Hockanum School Roof Replacement Project

MOTION By Angie Parkinson
 seconded by Esther Clarke
 to **adopt** the following resolution:

RESOLUTION TO ADD A PROJECT TO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENT PLAN, TO AUTHORIZE AN APPROPRIATION, TO AUTHORIZE THE FILING OF A GRANT APPLICATION, TO SEND THE PROJECT TO THE PUBLIC BUILDING COMMITTEE, AND TO FUND THE LOCAL SHARE OF THE PROJECT COST

WHEREAS, the Town of East Hartford Board of Education has identified that a roof replacement project at the Hockanum School is a priority of the school district and qualified for State School Construction reimbursement; and

WHEREAS, the cost of the roof replacement including design and construction is anticipated to total \$535,429 with the State reimbursing 76.43% or \$409,228 leaving the School District to pay 23.57% or approximately \$140,000 which includes an amount for unforeseen ineligible costs.

THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve the following items:

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the Hockanum School Roof Replacement Project in the amount of \$535,429,
2. The appropriation of \$535,429 to fund the Hockanum School Roof Replacement Project,
3. The authorization of the East Hartford Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Hockanum School Roof Replacement Project,
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the Hockanum School Roof Replacement Project,
5. That the East Hartford Board of Education has budgeted the local share for this project in the Board's FY 22 capital improvement budget,
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the Hockanum School Roof Replacement Project.

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

Dial-A-Ride Operating Systems Grant

MOTION By Connor Martin
 seconded by Angie Parkinson
 to **adopt** the following resolution:

WHEREAS: The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2021-2022 and;

WHEREAS: these funds can be used to pay a portion of the cost of operating the Dial-A-Ride system providing transportation to elderly and disabled citizens,

NOW THEREFORE LET IT BE RESOLVED; that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,840.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

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

Local Prevention Council Grant

MOTION By Awet Tsegai
 seconded by Connor Martin
 to **adopt** the following resolution:

RESOLVED, that Marcia A. Leclerc Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application in an amount not to exceed \$12,191.55 with the State of Connecticut Department of Mental Health and Addiction Services to support the activities of a local alcohol, tobacco, and other drug abuse Prevention Council, and to execute and file any contracts, amendments or reports as may be required to successfully complete the terms of the grant contract.

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

Appointments to Various Boards and Commissions

MOTION By Connor Martin
 seconded by Awet Tsegai
 to **approve** the following appointments:

- ***Commission on Culture and Fine Arts –***
Michael Robert MacDonald, 78 Cambridge Drive; term to expire December 2023
Annabelle Diaz, 700 Forbes Street; term to expire December 2024
Emilio Estrella, 23 Prasser Drive; term to expire December 2023
- ***Economic Development Commission –***
Brennden Colbert, 20 Risley Street; term to expire December 2022
- ***Beautification Commission –***
Michael Robert MacDonald, 78 Cambridge Drive; term to expire
December 2022
- ***Historic District Commission –***
Veronica Rosario, 31 High Street; term to expire December 2021

Motion carried 9/0.

Referral to Personnel & Pensions Subcommittee: Deputy Director of Public Works and Assistant Town Clerk

MOTION By Connor Martin
 seconded by John Morrison
 to **refer** to the Personnel and Pensions Subcommittee the new job
description entitled "Deputy Director of Public Works" and the revised job
description for "Assistant Town Clerk" with instructions to review both
positions and report back to the full Town Council with its
recommendations, if any.
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke asked why she and Pat Harmon were not invited to yesterday's press conference on the SiFi project. *The Mayor was going to look into it and get back to Councillor Clarke. The Mayor confirmed that all Councillors received email notification of the event.*

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc commented on the following: (1) the Sifi project is very significant; (2) the Hartford Marathon and Fall Fest is this weekend; (3) the Wickham Library groundbreaking ceremony for the \$3.5M renovation project will be October 21st; (4) Town Hall is closed Monday October 11th in recognition of Indigenous Peoples Day; (5) the Library has many passes and discounts available to residents; (6) tomorrow is Coffee with a Cop Day at Dunkin Donuts at the corner of Pitkin and Main Streets; (7) the Public Safety Complex garage has been ordered and should be ready in July 2022; (8) re the North End Community Center – the roof replacement has been completed and the HVAC project for the large meeting room is in the design phase; (9) the Public Works Department should be asked to provide a presentation to the Council sometime in November to review the software program that will align all the town's capital buildings; (10) the town-wide sign project should be completed in November; (11) the Torpey Bridge application for maintenance is in the hands of the Railroad; (12) the construction drawings for the renovations to Town Hall should be completed by November; (13) the final design and bid specs for the truss repair in the main dining room at the Veterans Memorial Clubhouse should be completed this week; and (14) Habitat for Humanity will be meeting with the Redevelopment Agency to discuss the sale of property.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Don Bell
 to **adjourn** (10:27p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be October 19th.

Attest



Angela M. Attenello
TOWN COUNCIL CLERK



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 18, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *lan*
RE: COMMUNICATION: Updates on Vaccination Efforts and Outreach

Please reserve time on the October 19, 2021 Town Council agenda for a presentation by Director of Health and Social Services Laurence Burnsed regarding East Hartford vaccination and outreach efforts.

Cc: L. Burnsed, Director of Health and Social Services

TOWN COUNCIL OFFICE

DATE: October 15, 2021
TO: All Councillors
FROM: Rich Kehoe, Chair
RE: Personnel Policy

As you know, there has been questions raised regarding the enforceability of the town's Personnel Policy rules because they were not formally approved by the Town Council. Earlier this year, the Town Council authorized the establishment of a comprehensive review of director compensation. That review and report was received by the Town Council at our October 5, 2021 meeting. The matter is currently pending in the Town Council's Personnel and Pensions Subcommittee, which has a goal of finalizing the compensation for directors by the end of the year.

Since there will be a new mayor - and potentially some directors may not be asked to stay on - it seems fair and equitable for them that we temporarily - until December 31, 2021 - ratify the Personnel Policy that has been in place since its last change on September 29, 2020. This ratification will ensure that the directors will receive the benefits that they believed they were entitled to, and made career decisions based on those representations - while setting a clear expectation that compensation may change after December 31, 2020.

Therefore, I suggest the following motion: That the Town Council approve the Personnel Policy that has been in place since June 30, 2020, provide such approval shall expire on December 31, 2021.

HUMAN RESOURCE DEPARTMENT

TO: Leclerc, Marcia, Mayor

FROM: Theresa Buchanan, HR Director

SUBJECT: Revision to Personnel Rules

DATE: 09/29/2020

Attached is the revised language to the Personnel Rules, section 56.1, #7. The new language states the following, "All others identified in Section 56.1 A, excluding the Mayor, who are not reappointed or are terminated without cause shall receive salary continuation for eighteen (18) weeks or ninety (90) days. In addition, all Directors shall continue to receive health insurance at the Town's expense, for six (6) additional months. Directors who voluntarily resign or are terminated for just cause are ineligible to receive the additional benefits outlined in this section."

As discussed this language changes the duration of salary continuation, exclusion of the Mayor and the elimination of the 8 years of required tenure. The revision is attached as the email. Let me know if you need anything further.

TOWN OF EAST HARTFORD



Robert J. Coak
2021 SEP 29 A 11:24
TOWN CLERK
EAST HARTFORD

PERSONNEL RULES AND MERIT SYSTEM

Table of Contents

<u>Section</u>	<u>Page</u>
	Foreword 2
10.	Purpose of Rules 2
11.	Definitions 3
12.	Preparation of Classification Plan 7
13.	Administration of Plan 7
14.	Class Specifications 9
15.	Pay Plan 9
16.	Applications, Applicants and Examinations 10
17.	Examination Announcements 11
18.	Character of Examinations 11
19.	Administration of Examinations 13
20.	Rating of Examinations 13
21.	Notice and Review of Examination Results 14
22.	Appeals from Rating 14
23.	Establishment of Eligible Lists 14
24.	Types of Lists 14
25.	Consolidation of Lists 15
26.	Duration of Lists 15
27.	Availability of Eligibles 15
28.	Removal of Names from Eligible Lists 16
29.	Request for Certification 16
30.	Types of Appointment 17
31.	Overlap of Incumbents 18
32.	Certification of Eligibles 18
33.	Probationary Period and Purposes 20
34.	Duration of Probationary Period 20
35.	Interruption of Probationary Period 20
36.	Dismissal during Probationary Period 20
37.	Retention of Employee after Probationary Period 21
38.	Restoration to Eligible List 21
39.	Reinstatement to Former Class 21
40.	Promotion during Probation 21
41.	Probationary Period on Demotion 22
42.	Hours of Work 22
43.	Holidays 22
44.	Leave Policy 23
45.	Workers' Compensation 28
46.	Tenure 28
47.	Layoff 28
48.	Disciplinary Action 29
49.	Appeals from Suspension, Demotion and Dismissal 30
50.	Grievance 31
51.	Use of Privately Owned Automobiles for Town Business 32
52.	Longevity 33
53.	Retirement 33
54.	Insurance Benefits 33
55.	Promotional Procedure-Public Safety Divisions (Police & Fire) 36
56.	Additional Fringe Benefits as Defined by Position 40

PERSONNEL RULES & MERIT SYSTEM

Foreword

The Rules and Procedures hereinafter set forth, together with any addition thereto or amendments thereof, will govern the conditions of employment for all personnel employed by the Town of East Hartford except where such conditions of employment are otherwise specifically provided for in contracts of employment existing between the Town of East Hartford and any of its employees or groups of employees.

In all cases, the Personnel Rules and Merit System shall serve to provide equal employment opportunities to all employees without discrimination because of age, sex, marital status, sexual orientation, race, color, creed, national origin, political affiliation or union membership.

The purpose of the East Hartford employment system is to provide efficient and prompt services to the public. Accordingly, each employee is expected to be courteous and helpful toward the public to the fullest extent of the employee's knowledge, skills, and job requirements. Any employee who is found to be discourteous toward a member of the public, or who fails to perform his/her duties to the full extent of his/her abilities by assisting those in need of his/her services in a courteous, civil and friendly manner, shall be subject to the disciplinary procedures, up to and including termination, described in the Town Personnel Rules and Merit System and/or the employee's collective bargaining agreement.

Adopted: January 2, 1969

Amended: August 22, 1969
 March 18, 1971
 March 6, 1972
 August 27, 1973
 May 27, 1976
 January 4, 1979
 August 17, 2006
 April 2, 2009
 January 1, 2012
 September 5, 2013
 June 27, 2014
 October 1, 2017
 January 26, 2018
 January 6, 2020
 June 30, 2020
 September 29, 2020

Section 10.1: Purpose of Rules

It is the purpose of these rules to give effect to the intent and requirements of Chapter VII of the Charter of the Town of East Hartford pertaining to Personnel Rules.

Section 10.2: Rules

These rules shall apply to all employees in the classified service with the exception of Section 56.1. Section 56.1 applies only to appointed Directors, the position of "Assistant to the Mayor", Corporation Counsel, Police Chief and Deputy Chiefs, Fire Chief and Assistant Fire Chiefs.

Section 10.3: Administrative Procedures

The Director may establish, rescind or amend such administrative procedures as he/she may consider necessary for the implementation of these rules.

Section 10.4: Violation of Rules

Any person who shall willfully or through culpable negligence violate or conspire to violate any provisions of these rules shall be subject to the penalties provided in these rules, or in the case of violations for which no specific disciplinary action is provided by these rules, shall be subject to disciplinary action to be determined by the Mayor, the action to be commensurate with the offense. Such action shall be reviewable upon written appeal by the Personnel Appeals Board.

Nothing in this section shall be construed to supplant or in any way affect any prosecution that may be initiated under any other provisions of public law relating to the nonfeasance, malfeasance or misfeasance of public officers.

Section 11.1: Definitions

Charter

The Charter of the Town of East Hartford, originally adopted by Electors October 2, 1967; First Revisions adopted November 4, 1980; Second Revisions Adopted November 2, 2004.

Allocation

The assignment of an individual position to an appropriate class on the basis of kind of work, duties and responsibilities of the position.

Appointing Authority

The Mayor is the appointing authority for all classified positions unless the Mayor delegates in writing such authority to the head of a department or office, or except as otherwise provided by the Charter.

Appointment

The appointment of a person to a position in the classified service of the Town. Appointments shall be of the following types: Original, Emergency, Temporary, Provisional, Re-employment, Transfer, Promotion, and Demotion.

Base Rate, Regular Rate

The actual step within a range in the pay plan at which an employee is compensated.

Board

The Personnel Appeals Board of the Town as defined in the Charter.

Certification

The act, by the Director of Human Resources, of supplying an appointing authority with the names of applicants deemed eligible for appointment to a vacant position.

Chapter VII

The Chapter of the Charter of the Town of East Hartford governing the personnel program of the Town.

Class or Class Position

A group or positions established under these rules sufficiently similar with respect to the duties, authority and responsibilities.

Classification Plan

The arrangement of all positions in the classified service into a system of classes.

Class Specification

The written description of the duties and responsibilities of a class with its title and qualification standards.

Compensation

The salary, wages, fees, and all other forms of valuable consideration, earned or paid to any employee of the classified service by reason of service in the position, but does not include allowances for expenses authorized and incurred as incidents to employment.

Pay Plan

A schedule of compensation established by ordinance for the several classes of positions recognized in the classification plan, so that all positions of a given class will be paid according to the same salary range established for the class.

Council

The Town Council of East Hartford.

Demotion

The change of an employee from a position in one class to a position in a class for which a lower maximum rate of pay is established.

Department

A major unit of administrative organization of the Town as established and designated by the Charter or ordinance.

Eligible

A person who has met the minimum requirements established for a position and whose name has been placed on an eligible list.

Eligible List

Any of the lists of names of persons eligible for appointment to the positions in the classified service of the Town, including employment lists, re-employment lists, and promotional lists.

Emergency Employee

An individual appointed by an appointing authority without recourse to an eligible list because of an emergency affecting the health, welfare or public safety of the Town. Such appointments have limits prescribed by the rules.

Examination

All of the tests of fitness taken together that are applied to determine the fitness of applicants for positions in any class.

Grade

A ranking established for regular salary purposes wherein all positions or classes of positions in the classified service that are determined to be of the same level with respect to the difficulty and responsibility of their duties are equal salary-wise.

Hearing

A meeting of the Board for purposes of hearing appeals of classified employees from administrative action.

Involuntary Termination or Dismissal

Discharge from the classified service for cause either during or after the probationary periods.

Layoff

The removal of an employee because of lack of work, failure of financial appropriation, or other causes which do not reflect on the employee. Layoffs shall not be construed as dismissals.

Open Competitive Examination

A test for positions in a particular class, admission to which is not limited to Town employees.

Open Continuous Examination

An examination having no fixed date of termination.

Original Appointment

The appointment of a person from outside the Town service to a specific position.

Part-time Employee

An employee who works less than 35 hours in a work week.

Position

A regularly established job in the classified service of the Town.

Probationary Employee

A person certified from an eligible list who has not yet completed his/her probationary period of service.

Probationary Period

A working test period, following an appointment, during which an employee is required to demonstrate by conduct an actual performance of the duties and his/her fitness for the position to which he/she is appointed. The probationary period shall be considered a part of the examination for any position. Unsatisfactory service during the probationary period shall constitute grounds for involuntary termination from which there shall be no appeal to the Personnel Appeals Board except that, in the case of employees who have been promoted but who cannot satisfactorily perform the duties of the promotional class, such employees shall be returned to their original class. If no vacancy exists in that class, employees shall be assigned to any other class for which they are qualified and for which the pay range is not lower than that of their original class, and they shall be returned to their original class upon occurrence of a vacancy therein.

Promotion

A change in the position of an employee from one class to a position in another class having a higher maximum salary rate.

Promotional Examination

An examination to determine the fitness of applicants for positions in a particular class, admission to the test being limited to regular employees in the classified service of the Town.

Promotional List

A list of classified employees, arranged in order of merit as determined by a promotional examination, who have been found qualified for promotion to positions in higher classes than the classes of position they are currently occupying.

Provisional Appointment

A non-competitive appointment made temporarily to fill a classified position, pending establishment of an eligible list for such position.

Qualifying Examination

A non-competitive examination given to determine if an individual meets the qualifications for a specific class.

Range

The minimum and maximum or any pay grade.

Reallocation

A change in allocation of an individual position by raising it to a higher class, reducing it to a lower class or moving it to another class at the same level on the basis of duties, authority, and responsibility of the position.

Re-employment List

A list of persons who have been regular employees in a particular class and who have been laid off in good standing, and who are entitled to have their names certified for appointment to a position in a class in which they were previously employed.

Permanent employees with at least five years of satisfactory record of service, who voluntarily resign their position, may withdraw such resignation, within two years from the effective date, and be placed on an appropriate list.

Retired Employee

The term "retired employee" will mean a former employee who has met the requirements of the defined benefit retirement plan to receive Normal, Early or Disability Retirement benefits from the Town and is receiving such benefits or a former employee who was a contributing member of the Town's 457 Director's Deferred Compensation plan and who has worked for the Town for a minimum of ten years or who has served as Mayor for three terms in office or more.

Seasonal Employee

An employee who works for a period of not more than one hundred twenty (120) calendar days in any calendar year.

Suspension

An enforced leave of absence, without pay, for disciplinary purposes or pending an investigation of charges made against an employee.

Temporary Appointment

An appointment from an eligible list to an approved position for a temporary period of time.

Transfer

A change of an employee from a position in one class in one department to another position in the same class in another department.

Section 12.1: Preparation of Classification Plan**Preparation of Plan**

After consultation with the appropriate appointing authorities, the Human Resources Director shall prepare and recommend to the Council, a position classification plan including a written definition for each class of position to be included in the classified service, describing the duties, authority and responsibilities characteristic of positions properly pertaining to the class.

Section 13.1: Administration of Plan**A. Original Allocation of Positions**

The Human Resources Director shall, as soon as is practicable after adoption of the classification plan, allocate each position to be included in the classified service to its appropriate class, placing in such class those positions which are so similar with respect

to difficulty, responsibility and character of work as to require generally the same kind and amount of training and experience for proper performance and to merit equal pay within the established range for the class. In making such allocations, he/she shall provide for the uniform application of the classification plan to positions under different appointing authorities.

B. Allocation of New Positions

In order to create any new position which would be within the classified service, an appointing authority shall forward to the Mayor a written request for such position, together with a statement of the duties, authority and responsibilities to be assigned. It shall then be the responsibility of the Human Resources Director to study the position and allocate it to the proper class, secure certification from the Finance Director that adequate funds are available to support the position for the remainder of the fiscal year, and to forward this information to the Mayor for action by the Council.

C. Reallocation

Whenever the duties of a position are so changed that the position in effect becomes one of a different class from that to which it is allocated, the Human Resources Director, on his/her own initiative or at the request of the appointing authority, shall study the position, reallocate it and submit the proposed reallocation to the Mayor for consideration, who may recommend changes to the Council.

D. Status of Incumbent When Reallocated

A regular employee who is occupying a position which is reallocated to a different class shall continue in this position only in accordance with the rules governing promotion, transfer or demotion, except that in any case in which the position is reallocated to a higher class, the incumbent of such position may attain regular status in the higher class by achieving a satisfactory grade on a qualifying examination of fitness for the higher class. If a reallocation results in the assignment of a position to an equal or lower class, the incumbent may continue to hold the position if he/she meets the minimum requirements of the new class, and shall continue to be compensated at his/her original pay grade and step throughout his/her service in said position.

E. Appeal of Allocations

Any employee affected by the allocation or reallocation of a position or by any changes in the classification plan may ask the Human Resources Director to review such action. The Human Resources Director may hold a special hearing to determine the facts in each case, and shall make his/her decision on the basis of the written statement and forms submitted by the employee and on the facts brought out in the hearing. Any employee not satisfied by the result of such hearing shall also have a right to be heard by the Personnel Appeals Board, whose decision shall be final.

Section 14.1: Class Specifications

A. Contest of Class Specifications

The Human Resources Director shall provide written specifications for each class in the classification plan. Each class specification shall include a class title, a description of the duties, authority and responsibilities of the work, a statement of the qualifications for the satisfactory performance of the duties of the class and such other information as may be desirable and pertinent.

B. Interpretation of Class Specifications

The statements in the class specifications shall be descriptive and not restrictive. They are intended to indicate the kinds of positions that are allocated to the several classes as determined by their duties and what the responsibilities of any position may or may not be, or as limiting or modifying the power of an appointing authority to assign, direct and control the work of employees under his/her supervision. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of a similar kind of a quality, nor shall any specific omission necessarily mean that such factor is not included.

C. Use of Class Specifications in Allocations

In determining the class to which any position should be allocated, the definition of each class shall be considered as a whole. Consideration shall be given to the general duties and relation to other classes, which together affords a picture of the kind of employment that the class is intended to embrace.

D. Use of Class Titles

Following the adoption of the classification plan and the allocation to classes therein of positions in the classified service, the class title set forth therein shall be used to designate such positions in all official records, vouchers and communications, and no person shall be appointed to or employed in a position in the classified service under any class title which has not been approved by the Director as appropriate to the duties to be performed.

Section 15.1: Pay Plan

A. Administration of Pay Plan

The minimum rate of the assigned pay grade shall normally be paid upon appointment to the class. Appointment at an intermediate rate may be paid upon written approval of the appointing authority. Justification for approval will be limited to recognition of exceptional qualifications of an eligible or certification by the Human Resources Director of a lack of available eligibles at the minimum rate.

B. Pay Increases

Salary increases within an established range shall depend primarily upon recommendations of merit by the department head. Salary increases shall not be predicated solely upon length of service. Increases shall be given only upon certification by a department head that the employee has maintained a consistently high level of

performance throughout the preceding year. Increases in excess of one step or more often than once per year shall be reserved by exceptional performance and shall be given only with the approval of the appointing authority. Salary increases will normally be made effective the first pay period of the fiscal year. Notwithstanding any salary increases recommended by a department head above, the Mayor shall have the final decision with regard to any salary increases, including but not limited to Steps and Cost of Living Allowances (COLA) as presented in the Mayor's annual budget recommendation to the Town Council.

C. Conflicition Employment

No employee shall engage in any type of activity which conflicts with the best interests of the Town.

D. Pay for Part-time Work

Part-time employees who regularly work less than a full payroll period shall be paid on the basis of an hourly rate.

E. Pay Rates in Transfer, Promotion or Demotion

1. If the rate of pay in the former position is less than the minimum rate established for the class of the new position, the rate of pay shall be advanced to the minimum for the class.
2. If the rate of pay in the former position is more than the maximum rate established for the class of the new position, the pay shall be reduced to the maximum rate or to an intermediate step of the new range as determined by the appointing authority.
3. If the rate of pay of the former position falls within the new range of pay and at an established step in the range of the new class, the salary rate shall remain the same in the case of a transfer, be increased one step in the case of a promotion, and at the discretion of the appointing authority, shall remain the same or be decreased to a lower step in the case of a demotion.
4. If the previous rate does not correspond to a step in the new salary range, it shall be adjusted to the next higher step if the action is a promotion or transfer, or adjusted to at least the next lower step if the action is a demotion.

Section 16.1: Applications, Applicants and Examinations

A. Applications, Applicants and Examinations

Applications shall be accepted only on official forms prescribed by the Human Resources Director. Each application shall be signed by the applicant and the truth of all statements contained therein shall be certified by his/her signature. The application form shall not require any information intended to disclose the race, color, creed or political affiliation of an applicant other than to require the applicant to certify that he/she has no affiliations with any group or organization which seeks or advocates the overthrow of the Government of the United States by force or violence. To be accepted for consideration,

applications must be filed with the Town Human Resources Department prior to the end of the working day on the closing date specified in the announcement.

B. Applicants Qualifications

1. Reasonable requirements such as age, sex, physical fitness, training and experience are permissible when dictated by the needs of the service. Any such requirements shall be included in the examination announcement.
2. **Disqualification:** The Human Resources Director shall reject the application of any person or shall strike the name of any person from an eligible list or shall refuse to certify the name of any person on an eligible list or shall withdraw the name of such person if he/she finds that such person lacks any of the qualifications; or is mentally or physically unfit to perform effectively the duties of the position in which he/she seeks employment; or is addicted to drugs; or habitually uses intoxicating liquor; or has made a deliberate false, misleading or exaggerated statement of a material fact; or practiced or attempted to practice any deception or coercion in his/her application or examination or in attempting to secure employment; or has been proved to be affiliated with any group or organization which seeks to overthrow the Government of the United States by force or violence.
3. **Conditional Admission:** When doubt exists as to whether an applicant meets the requirements for admission to an examination, the Human Resources Director may authorize conditional admission to the examination. Such action shall not be construed as entitling the applicant to become eligible for certification or appointment until the circumstances leading to the conditional acceptance are clarified. The Human Resources Director shall be responsible for notifying an applicant in writing when his/her admission to an examination is conditional.
4. **Right of Investigation:** The Town shall reserve the right to investigate the background of any applicant as regards moral character, criminal record, training, military experience and work experience.

Section 17.1: Examination Announcements

A. Form and Content

Each official announcement of an examination shall specify the title and salary range of the class for which the examination is announced, the nature of the work to be performed, the necessary and desirable qualifications therefore, the time, place and manner of making application, special requirements or qualifications and such other information as the Human Resources Director may consider pertinent and useful.

Section 18.1: Character of Examinations

A. General Provisions Concerning Examinations

All appointments and promotions in the classified service shall be made according to merit and fitness to be ascertained so far as possible by competitive examinations. Any practical means or measures may be used in examinations which are reasonably well

calculated to test the fitness of candidates for positions in the class for which the examination is held. Examinations may be assembled or unassembled, and tests may be written, oral, physical, a demonstration of skill or performance, a rating of training and experience, or record of accomplishment, or any combination of such types. They may include any reasonable investigation of training and experience, or record of accomplishment; any test of knowledge, skill, capacity, intelligence or aptitude; and any inquiry into the moral character or any other character or attribute which seems desirable. No test or question in any examination shall be intended to disclose any information concerning any political, religious or union affiliations, preferences or opinions, or racial background. Any such disclosures shall be discountenanced and any such information which may be revealed shall be disregarded.

B. Open Competitive Examinations

All original entrance tests for positions in the classified service shall be open competitive in character except as specified under the section of this rule concerned with qualifying examinations.

C. Open Continuous Examinations

In circumstances where there is a continuous need for substantial numbers of eligibles for a certain class of position or when insufficient applicants are available to maintain an adequate register, the Human Resources Director may, after first establishing such a register, replenish the register from time to time by inserting the names of additional eligibles who are found to be qualified on the basis of a test of fitness substantially similar to the test used as the basis for establishing the original register. The closing date for any such test may be indefinite and applicants may be tested continuously in such manner and at such times and places as the Human Resources Director may provide.

D. Qualifying Examinations

At the request of the Human Resources Director and upon approval of the Mayor, non-competitive qualifying examinations may be established for any class of position requiring professional or technical skill and training of a nature which renders competitive examination extremely difficult. Qualifying examinations may be written and/or oral and may include or consist of an evaluation of experience and training and education.

E. Eligibility

1. An employee to be eligible to compete for promotion must be serving in an appropriate class as determined by the Human Resources Director and the head of the department wherein the vacancy exists, and must meet any other reasonable requirements for admission for the examination. Reference to promotional examinations may not apply to uniformed members of the Police and Fire Departments, except if in the Mayor's opinion it would be for the best interest of the Town.
2. **Competitive:** Promotional examinations shall not be limited to employees of a single organizational unit, except as this may affect any experience requirement. Promotional examinations shall include an evaluation of employee performance and seniority in service in addition to any of the test enumerated for open competitive

examinations. Such examinations shall be administered only to employees who meet all other requirements for admission to an open competitive examination for the class of position.

Section 19.1: Administration of Examinations

A. Contracting for Examinations

The Human Resources Director, with approval of the Mayor, may contract any agency, public or private, for the conduct of any examination which he/she deems impracticable to be administered by the Town.

B. Establishment of Procedures

The Human Resources Director shall establish procedures to be used in conducting the examination of candidates and shall devise safeguards to insure the maximum impartiality in the conduct of the examination and rating of candidates. The Human Resources Director may disqualify any candidate or examiner for failure to comply with procedures and regulations established for conducting the examination.

C. Selection

The Human Resources Director may select suitable persons in the classified service, with the consent of the appointing authorities under whom such persons serve, to act as examiners under his/her direction.

D. Re-Examination

No person who has failed to pass an examination shall be re-examined for the same class within ninety (90) days of the examination unless otherwise authorized by special permission of the Mayor.

Section 20.1: Rating of Examinations

A. Methods of Rating and Minimum Grades

Sound measurement techniques and procedures shall be used in rating the results of test and determining the relative ranking of the candidates. In all examinations conducted by the Town, the minimum rating by which eligibility may be achieved shall be established by the Human Resources Director. When an examination is contracted by any agency, public or private, the minimum rating by which eligibility may be achieved shall be established by the agency conducting the examination. A minimum rating may also apply to the rating of any part of the test. Candidates must attain the minimum rating on each part of the test, in order to be placed on the eligibility list. The final rating of the competitor shall be determined by averaging the rating on each part of the examination in accordance with the weights established for each part of the examination.

B. Rating of Applicants for Lower Classes

An applicant who fails to gain eligibility for employment in a higher class may, at the discretion of the Human Resources Director, elect to accept eligibility for a lower appropriate class, prior to the next opening of examinations for the lower class, if his/her

grades in all appropriate parts of the examination are sufficient to qualify him/her for the lower class.

C. Rating of Training and Experience

If training and experience form a part of the total examination, the Human Resources Director shall determine a procedure for the evaluation of these factors which shall give due regard to the pertinence and amount of training and shall establish the necessary scales for weighing these factors in the total examination. On promotional examinations, a special performance review report with a rating of "satisfactory" or better, or the equivalent thereof, may be required for credit to be given for Town service.

D. Oral Board Examination

Oral interviews may constitute all or any part of any total examination and the weight given thereto shall be officially entered in the rating of the examination. Town employees and officials shall be allowable as oral board members, but shall not constitute a majority of any board unless specifically approved for an individual class of position by the Mayor.

Section 21.1: Notice and Review of Examination Results

Each person who takes an examination shall be given written notice as to whether he/she passed or failed in such examination and of his/her relative standing on the list or of his/her failure to attain a place on the list.

Section 22.1: Appeals from Rating

If, after examination of the appeal filed by any candidate or upon his/her own investigation, the Human Resources Director finds that any manifest error existed in rating, scoring, or computation of the result, he/she shall make the required correction and place the name of the person on the list in its correct position by virtue of the correction. Such correction, however, shall not invalidate any appointment previously made from the list.

Section 23.1: Establishment of Eligible Lists

The Human Resources Director, at his/her own discretion, may establish and maintain the lists necessary to provide an adequate supply of qualified candidates for positions in the classified service. Lists shall be by class of position and shall be applicable to all classified positions of such class in the Town service.

Section 24.1: Types of Lists

A. Re-employment Lists

When any person who has held a regular appointment in the classified service of the Town is laid off, or who resigns in accordance with 11.1, Re-employment List, the Human Resources Director shall place the name of such person on a department re-employment list and on a Town re-employment list for the class of position which he/she held at the time of lay off or resignation. Such person must successfully pass a medical examination established by the Town. Any person refusing an appointment resulting from certification from a re-employment list shall have his/her name removed from all such lists.

B. Promotional Lists

After each promotional examination, the Human Resources Director shall prepare and keep available a promotional eligible list of persons successfully passing the examination, arranged in order of final weighted ratings received. Whenever two or more persons have equal final rating, their names shall be arranged on the list according to seniority.

C. Original Appointment List

From the results of tests for any class after original entrance examination, the Human Resources Director shall cause to be prepared an employment list for the class, with the names of those persons who have met the minimum requirements imposed for each test and who have received the ratings required for eligibility, placed thereon in order of such ratings from the highest to the lowest. Whenever two or more candidates have equal final weighted ratings, their names shall be arranged on the list in the order of their performance in the part of the test having the greatest weight; when such arrangement fails to resolve the tie, the order on the list shall be the same as the order in which their applications were received.

Section 25.1: Consolidation of Lists

If in the opinion of the Human Resources Director, the needs of the service require that an examination be held for a class of position for which an eligible list already exists, he/she may consolidate the existing list with the list established as a result on the new examination. The names of the persons remaining on the old list shall be placed on the new list in accordance with their previous rating as though they had taken the new examination, but such names shall be removed from the list at the expiration of the original one year period. Should such persons elect to take the new examination, their names shall be placed on the list in accordance with the new rating.

Section 26.1: Duration of Lists

A. Re-employment Lists

Re-employment Lists shall be continuous for each class, except that no name shall remain on a re-employment list for longer than one (1) year.

B. Other Lists

The time during which eligible lists, other than re-employment lists, shall remain in force shall be one year from the date on which they were officially established except that, before the expiration of a list, the Human Resources Director may, by order, extend the time during which such list remains in force when the needs of the service so require. In no event shall the total period during which a list is in force exceed two years from the date on which the register was originally established.

Section 27.1: Availability of Eligibles

It shall be the responsibility of eligibles to notify the Human Resources Director of any change in address or other change affecting availability for employment. However, the Human Resources Director may circularize the lists or use other methods to determine at any time

the availability of eligibles. Whenever an eligible submits a written statement restricting the conditions under which he/she will be available for employment, his/her name may be withheld from all certification which does not meet the condition he/she has specified.

Section 28.1: Removal of Names from Eligible Lists

A. The Human Resources Director may remove a name from any eligible list permanently or temporarily for any of the following reasons:

1. Refusal of the eligible to accept appointment which is offered under conditions previously indicated by the eligible as acceptable.
2. Appointment through certification from such list to fill a permanent position.
3. Appointment through certification from another eligible list for a class at the same or higher compensation upon approval of the eligible.
4. Failure to respond, within the time specified in the notice, to any inquiry of the Human Resources Director.
5. Failure to report for work after accepting employment.
6. Expiration of the term of eligibility on an eligible list.
7. Notice by postal authorities of their inability to locate the eligible at his/her last known address.
8. Waiver of three certifications by the eligible.
9. In the case of promotional lists, upon separation from the Town service.
10. After a candidate has been certified three times to the same appointing authority, his/her name shall not again be certified to such appointing authority, except at the request of such authority.

The Human Resources Director shall remove a name from any eligible list permanently if he/she discovers that the eligible lacks any of the necessary qualification prescribed as requirements for admission to the test for the class for which he/she has applied; or that any of the mandatory disqualification's applying to admission are applicable.

Section 29.1: Request for Certification

Whenever a vacancy in any position in the classified service is to be filled, the appointing authority shall submit a requisition for an employee on a form prescribed by the Human Resources Director. Insofar as practicable, each vacancy shall be anticipated sufficiently in advance to permit the Human Resources Director to determine who may be available for appointment and, if necessary, to establish a class or to establish a list of eligibles.

Section 30.1: Types of Appointment

All vacancies in the classified service shall be filled by re-employment, promotion, original appointment, emergency appointment, temporary appointment, provisional appointment, transfer or demotion.

A. Appointment from Eligible Lists

Whenever a position is to be filled from an eligible list, certification shall first be made from the re-employment list for the class to which the position is allocated, in accordance with 32.1 (b) 1; next from the promotion list, if promotion is practicable; and finally, from the original appointment list.

B. Demotion

An appointing authority may demote any classified employee under his/her direction, when, in his/her opinion, the employee is incapable of performing adequately the duties of his/her current position but meets the minimum qualifications for a lower class of position. A written statement of the reasons for such action shall be furnished the Human Resources Director at least five (5) days prior to the effective date of the action. No demotion shall be made unless there is a vacancy in the lower class. In the case that no vacancy exists, such employee may be laid off and his/her name placed on the re-employment lists for the lower class in lieu of demotion, provided however that nothing contained in this section shall prevent an appointing authority from taking action under 48.1 of these rules. Any regular employee demoted or laid off in such manner may appeal such action under the provision of 49.1 of these rules.

C. Appointment by Transfer or Demotion

When an appointing authority desires to fill a position by transfer or demotion, such action shall take precedence over appointment from eligible lists. Inter-Departmental transfer may only be made with the approval of the appointing authorities of both departments concerned.

D. Appointments of a Temporary Nature

1. Temporary Appointments

When a position in the classified service is limited in duration, certification may be limited to the highest ranking eligible who will accept employment under such condition. No temporary appointment shall be made for more than a total of six (6) months in any twelve-month period.

2. Emergency Appointments

When an emergency makes it necessary to fill a position subject hereto immediately, in order to prevent stoppage of public business or loss, hazard, or serious inconvenience to the public, and it is impossible to fill such position under any other provisions of these rules, an appointing authority or a properly authorized subordinate with the concurrence of the Human Resources Director may appoint any qualified person to such position without certification from an eligible list. Any such person shall be employed only during such emergency, and any such appointment shall automatically end thirty (30) days from the date of appointment.

If the emergency continues, the appointment may be extended to sixty (60) days, but no individual may be given more than one such appointment in any twelve month period.

3. Provisional Appointments

When an appointing authority finds it essential to fill a vacancy in a position subject to these rules, and the Human Resources Director is unable to certify eligibles for such a vacancy because there is no existing appropriate register, or because there is not a sufficient number of persons on appropriate registers who are willing to accept appointment, the Human Resources Director may authorize the filling of the vacancy by a provisional appointment. Extensions of provisional appointment may be made only with the approval of the appointing authority. Any provisional appointment shall be terminated automatically within two calendar weeks of the date of which the Human Resources Director notified the appointing authority that he/she is able to certify the proper number of eligibles from an appropriate list.

4. Retired Employee Appointments

Retired employees of the Town shall only be eligible to return to Town employment on a part-time, temporary or seasonal basis for a maximum of 1,000 hours during any year or 12-consecutive month period.

Section 31.1: Overlap of Incumbents

When the Director of Finance certifies adequate funds are available, appointments may be made to positions in the classified service wherein two incumbents may jointly occupy a position for not more than thirty (30) days for purposes of training the incoming appointee. Overlapping appointments shall not be made without official notification to the prior incumbent of the official date of termination of service.

Section 32.1: Certifications

A. Certification of Eligibles

Names shall be certified in order of standing on the register from which certification is made. Eligibles shall be certified for vacancies occurring in the same class in the order of receipt of requisitions for employees.

B. Method and Number of Certifications

1. In the filling of all vacancies from re-employment lists, the Human Resources Director, upon receipt of a request for certification from an appointing authority, shall certify singly, the name appearing at the top of the departmental re-employment list for the proper classification. If there is no departmental list for the class, he/she shall certify, singly, the name appearing at the top of the Town re-employment list for the classification.

2. If a vacancy is to be filled by original appointment, the Human Resources Director, upon receipt of a request for certification from an appointing authority shall certify to the appointing authority the names of all persons having the three (3) highest earned ratings on the employment list for the class or, on the employment list held appropriate. The appointing authority shall be entitled in a certification to not less than three (3) earned ratings for one vacancy and one additional earned rating for each additional vacancy. Such certification may be made subject to limitation on physical condition of the eligibles, if in the opinion of the Human Resources Director; such limitation is desirable for satisfactory performance of the duties of the position.

C. Incomplete Certification

When the number of names available on other than re-employment lists for filling any vacancy is fewer than three, the appointing authority may decline certification for the vacancy and proceed to fill the vacancy in any other manner provided by these rules.

D. Certification from Related Lists

In the absence of a register established for the class, or whenever there are insufficient names on a register to make a complete certification, the Human Resources Director may certify or augment a certification from registers for higher classes to vacancies in lower classes or from registers for one class to vacancies in another class where he/she determines that the examination conducted therefore reasonably measures the ability of the eligible to perform the duties of the class to which certification is made. However, certification from related lists shall not affect the eligibles certified from such lists as concerns the number of certifications nor the number of waivers to which they are entitled.

E. Withdrawal of Certification

In the event appointment is not reported within ten (10) days of the date of certification, the Human Resources Director may withdraw such certification and shall certify the names of eligibles included in such certification on the next requisition received for the appropriate class of employment.

F. Waiver of Certification

Eligibles who are not available for appointment when offered certification may be granted a waiver of certification for appointment for a stated period of time at or below a specific salary or in a specific location.

G. Notice of Certification

Eligibles shall be notified by mail of each certification made on their behalf. Eligibles who do not respond within five (5) days of mailing of notice of certification may be dropped from the eligible list. This restriction must be stated in the notice of certification sent to the eligible. Eligibles shall be responsible for keeping the Human Resources Office informed of their current addresses.

H. Physical Examination Required

Prior to original appointment to the Town service, applicants may be required to undergo a physical examination to be conducted by a regularly licensed practitioner of medicine

or surgery, or both, of the Town's choosing, at the expense of the Town, to determine the applicant's qualifications to meet the physical requirements for employment. Continued employment in the Town service shall be contingent upon the employee meeting the physical requirements for the position.

Section 33.1: Probationary Period and Purposes

The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards.

Section 34.1: Duration of the Probationary Period

Every person, except those currently employed by the Town at the time these rules take effect, certified and appointed to a permanent position in the classified service shall be required to complete successfully a working test during a probationary period. The probationary period shall begin immediately upon appointment and shall continue:

- A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional appointment.
- B. Extensions of the above probationary periods may be extended in two (2) month intervals by the Human Resources Director upon request of the Department Director. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional probationary period, whichever is greater. If an employee is laid off for lack of work during the probationary period and subsequently reappointed by the same appointing authority to the same class of position, he/she shall be given credit for the portion of the probationary period previously completed.

Section 35.1: Interruption of the Probationary Period

No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

Section 36.1: Dismissal during Probationary Period

At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continuance in the service. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his/her actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

Section 37.1: Retention of Employee after Probationary Period

At least fifteen (15) days prior to the expiration of an employee's probationary period, the appointing authority shall notify the Human Resources Director, in writing, and in the form designated by the Human Resources Director, either:

- A. that the services of the employee were satisfactory and that he/she will continue the employee in his/her position; or
- B. that the services of the employees were unsatisfactory and that he/she will not continue the employee in his/her position; or
- C. That he/she wishes an extension of the working test period and will continue the employee in his/her position for an additional period if the extension is granted. A copy of such notice shall be given the new employee.

Upon receipt by the Human Resources Director of written notice from the proper appointing authority that the services of the employee are satisfactory and that he/she will continue the employee in his/her position, the appointment of the employee shall be deemed to be complete at the expiration of the probationary period and the employee shall receive a regular appointment.

Section 38.1: Restoration to Eligible List

If an employee is removed from his/her position during or at the end of his/her probationary period for no discreditable reason, and the Human Resources Director determines that he/she is suitable for appointment to another position, his/her name may be restored to the list from which it was certified. In certifying the name of such person to any appointing authority, the Human Resources Director shall give full facts concerning the previous probationary period.

Section 39.1: Reinstatement to Former Class

An employee appointed from a promotion list who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion, if a vacancy exists in such class. In the event that no vacancy exists in such class, the employee shall be transferred to any position of a grade equal to that held prior to promotion wherein a vacancy exists and for which he/she is qualified. If no vacancy exists, he/she shall be transferred to any vacant position of a lower grade for which he/she is qualified or, at his/her option, his/her name shall be placed at the top of the eligible list for the class of position held immediately prior to his/her promotion.

Section 40.1: Promotion during Probation

The serving of a probationary period shall not, of itself, prevent an employee from being promoted to a higher class, provided he/she is certified from an appropriate list.

Section 41.1: Probationary Period on Demotion

An employee shall not be required to serve a probationary period when he/she is demoted either voluntarily or involuntarily to a position lower than the one in which he/she was previously assigned

Section 42.1: Hours of Work

- A. For full time salaried employees, exclusive of the uniformed forces, the regular basic work day shall be seven (7) hours from 8:30 a.m. to 4:30 p.m. with one hour for lunch (unpaid). The basic work week shall be five days, Monday through Friday. Heads of departments whose program requires a different work day or work week may apply for and obtain, in writing, from the Human Resources Director an appropriate work schedule.
- B. The Town shall have the right to require overtime work consistent with the demands of public service. Employees shall be granted compensation for overtime work in the following manner:
 - 1. One and one-half times their regular rate of pay for any overtime work performed in excess of their regular work day. If the employee works less than half-hour (1/2) of overtime each day, he/she will be compensated at their regular rate of pay.
 - 2. One and one-half (1.50) times their regular rate of pay for all work performed on Saturday.
 - 3. Double their regular rate of pay plus holiday pay for all work performed on holidays and double their regular rate of pay for all work performed on Sunday.
 - 4. Generally, overtime work, when required, will be offered to qualified full-time employees within an organizational unit first.
- C. Compensatory time off will be taken at the mutual convenience of the employee and his/her department head as far as is practical. In the case of a conflict between the time convenient for the employee and the time convenient for the department head, the department head shall have the final authority, subject to the grievance procedure. Compensatory time shall not accumulate to more than fifteen (15) working days. Upon the vacancy of the full time Assistant Corporation Counsel by the person serving in such position on August 17, 2006, and whenever thereafter there is a vacancy in such position, the position shall be considered an exempt salaried position under the Fair Labor Standards Act and ineligible to receive any compensatory time or overtime. In addition, the regular work week for all full time Assistant Corporation Counsel employees hired after April 2, 2009 shall be 40 hours.

Section 43.1: Holidays

The following shall constitute the holidays to be observed by the Town:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day

Memorial Day

Christmas Day

When one of the above holidays falls on Saturday or Sunday it shall be observed on the preceding Friday or following Monday, respective. Nothing in this rule is to be construed as preventing the Mayor, with the approval of the Town Council, from substituting another day for one of the holidays listed above.

Section 44.1: Leave Policy

A. Vacation Leave

Annual vacation leave with pay shall be earned by all classified full-time employees in the following manner:

Full Years Of Service	Vacation Days
1 to 4 years	10
5 to 9 years	15
10 to 14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 years and over	25

1. The maximum accumulation of vacation leave will be ten weeks (50 days). Earned vacation leave will be credited to the employee's record on his/her anniversary date. No vacation beyond eight weeks (40 days) will be paid by the Town at retirement or separation. Effective July 1, 2017, the Mayor shall be granted ten (10) additional vacation days, provided the Mayor meets the requirements of Section 54.1 I.
2. The employee's anniversary date will be used to determine vacation time due.
3. Vacation schedules shall be established by department heads but if the workload of an employee's organizational unit makes adherence to this schedule impractical or undesirable, vacation leave may be postponed at the discretion of the department head.
4. In requiring such postponement, employees having the greatest length of service in their respective classifications shall be given preference over those with less service in said classification. Vacation leave so postponed shall accrue to the employee's credit notwithstanding the above provision for a maximum of such leave. For the purpose of computing vacation leave only dismissal or resignation will break the continuity of service; other leave except sick leave will defer vacation leave accrual during such leave.
5. Vacation leave shall not be granted to employees with less than six (6) months' service; however, upon completion of six months of service, employees shall have the benefit of using pro rata vacation earned from their original date of employment.

6. In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to his/her sick leave, provided a doctor's certificate verifies the illness. An employee leaving on vacation may be granted pay due him/her for his/her accrued vacation time, provided he/she submits a request for such pay to his/her department head not less than twelve (12) calendar days in advance; however, such accrued vacation payment shall be within the present fiscal year's budget. If a holiday occurs while an employee is on vacation, the employee shall have an additional day off with pay.
7. When an employee has no sick leave available, he/she may elect to use vacation leave in lieu of sick leave.

B. Terminal Leave

Employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more shall be paid for any unused vacation leave that has accrued to their last day of service. Vacation leave shall not further accrue during the period of terminal leave.

Employees entitled to vacation leave who are terminated for cause may, at the discretion of the Mayor, be granted any part or all of accrued vacation leave. Classified employees who are transferred, promoted, or demoted from a position in one department to a position in another department without a break in their continuity of service, may carry their accrued vacation leave with them to their new position. Accrued vacation leave or authorized overtime for which payment is due shall be considered to be earned and payable upon death of an employee to such person or persons entitled by law to receive any compensation due such employee.

C. Sick Leave

Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, exposure to contagious disease, to meet medical appointments, and to permit the absence of an employee for a reasonable period to make arrangements to care for a member of the immediate family. Sick leave with pay shall accrue to the credit of each classified employee as follows and subject to the restrictions listed below:

1. After completion of thirty days' employment, all employees shall earn paid sick leave at the rate of 1.25 days per month, which shall be credited to the employee on the first of each month with no maximum accumulation.
2. No provision of these rules is to be construed as preventing any department head, with the concurrence of the Human Resources Director, from withholding sick leave for just cause from any employee under his/her jurisdiction.
3. Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of

the employee's department head, the Human Resources Director and the Mayor. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service and needs of the Town service.

4. In all cases sick leave with pay in excess of five (5) consecutive work days will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave has been submitted to the department head. However, a department head may require such a certificate for sick leave of any duration.
5. Absence for a fraction or a part of a day that is chargeable to sick leave shall be charged proportionately in an amount not smaller than one-quarter (1/4) of a day.
6. If an employee has unused sick leave at the time of retirement under the Town Pension Plan, the employee shall be paid at his/her regular rate for each day of unused sick leave accrued to his/her credit up to a maximum of ninety (90) working days. Employees hired after September 30, 2017 will not be paid lump accrual at retirement.
7. If an employee has unused sick leave at the time of his/her death, their 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.

D. FMLA (Family Medical Leave Act)

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

1. Employees may be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. In accordance with Federal Law, the Town requires employees to use accrued paid leave concurrently with their FMLA leave.
2. 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.
 - Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on covered active duty or notified of an impending call-up to covered active duty.
3. Employees may be eligible for twenty-six weeks of leave during a single 12-month period to care for a covered service member with a serious injury who is the spouse, son, daughter, parent, or next of kin of the employee.

4. Employees requesting such leave must explain the reason for the leave to the Human Resources Department so that the Town can determine if FMLA qualified leave will be granted.
5. The Town may require medical certification to document the reason for the leave, where provided by law.
6. The Town will notify the employee in writing that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
7. During the period of FMLA-qualified leave, the employee shall retain medical benefits at the same level as before the leave. The Town will continue to pay the premium as before the leave. The employee shall make premium share contributions for health insurance directly to the Town when on unpaid leave.
8. Employee may be required to provide a "fitness for duty" certification upon return to work.

E. Funeral Leave

When death occurs in the employee's immediate family, time up to three days, if required, will be granted by the employee's department head. Exceptions to this provision will be referred to the Human Resources Director.

Immediate family, for purposes of this clause, shall be construed to mean any of the following: parents, spouse, child, stepchildren, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other relative, whether by birth or marriage, actually domiciled within the household of the employee or to whose support the employee contributes a majority share. Documentation of need and propriety may be required at the discretion of the department head.

F. Other Leave

Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

1. Jury Duty.
2. Any other required appearance before a court or other public body except where the employee is a litigant.
3. Participation in short term military training in Federal Reserve or National Guard.
4. Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
5. Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.

6. An employee shall earn personal leave on the following basis: For every calendar quarter of perfect attendance, an employee shall earn one (1) personal day. Total accumulation of personal time shall not exceed four (4) days. When an employee terminates, no payment for personal days will be made.

In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

G. Military Leave

The Town will comply with the terms of the Uniformed Services Employment and Reemployment Rights Act.

1. The employee must notify the Town in as much advance as possible either in writing or verbally of the need for military leave. The employee must return to work within five years.
2. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
3. Upon returning from extended active military service, an employee shall be reinstated to his/her former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his/her discharge from military service.
4. The Town will give credit to the employee for time spent in military service for retirement purposes.
5. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.
6. The employee has the right to elect to continue existing health plan for up to 24 months while in the military. The employee has the right to be reinstated in the health plan when re-employed without a waiting period or exclusions.

H. Other Leave without Pay

Employees may be granted other leave without pay at the discretion of the department director with the concurrence of the Human Resources Director and final approval by the Mayor when, in his/her opinion, the Town Service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

I. Absence without Leave

Any employee who is absent from work for three consecutive work days without notifying his/her department head or immediate supervisor of the reason for such absence shall

be considered to have quit the Town Service and shall be removed from the Town payroll as the end of the third consecutive work day.

J. Conference Leave

Employees may be granted conference leave upon recommendation of the Department Head and approval of the Mayor.

The employee will be reimbursed for the cost of attendance at such conference, provided he/she signs an agreement to refund all payments made by the Town in behalf of such attendance should the employee leave the employ of the Town within a two year period from the time of attendance.

Section 45.1: Workers' Compensation

- A. The Town shall continue to pay any employee collecting Workers' Compensation the difference between that amount and his/her regular weekly earnings.
- B. Employees who are absent from duty through work incurred disability or work incurred illness, so recognized under the State of Connecticut Workers' Compensation Law, shall not be charged with sick leave.
- C. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employee will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

Section 46.1: Tenure

Every employee who is legally appointed as a result of certification from an appropriate eligible list and who holds a regular appointment by virtue of successful completion of his/her probationary period, and every person currently employed by the Town at the time these rules take effect shall have tenure of employment in the classified service during meritorious service, except as otherwise provided in these rules.

Section 47.1: Layoff

A. When Permitted

An appointing authority may, with the approval of the Mayor, layoff an employee whenever he/she deems it necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties or organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

B. Order of Layoff

1. Temporary employees shall be laid off before probationary employees and probationary employees before regular employees. Regular employees shall be laid off according to seniority within their respective classes and departments, the most recently appointed employee to be laid off first. If such determination of layoff rating does not establish definite differentials for all employees in the class involved, the order of layoff shall be determined by the appointing authority in such manner as to conserve for the Town the services of the most valuable employees.
2. No employee laid off shall have any right or precedent over any other regular employee in the same class working in another department not involved in the layoff.

C. Notice of Layoff

In every case of layoff the appointing authority shall give written notice ten (10) working days in advance of his/her action to the Human Resources Director and the employee, and shall certify therein that the layoff is for reasons not reflecting discredit on the employee.

D. Return of Layoff Names to Eligible Lists

The names of regular employees laid off shall be placed on the appropriate re-employment lists according to seniority for the class in which the layoff occurred unless the employee indicates in writing to the Human Resources Director that he/she is no longer interested in employment. The names of probationary employees who are laid off shall be restored to their former position on the eligible list from which certification was made and the names of such employees shall not be placed on the re-employment list.

Section 48.1: Disciplinary Action**A. Cause for Disciplinary Action**

The following shall be sufficient cause for disciplinary action, though such action may be for causes other than those enumerated:

1. Willful violation of the provisions of the Charter or these rules.
2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.
3. Wanton carelessness or negligence in the care of Town property.
4. Habitual tardiness or absence from duty.
5. Conviction of a felony or misdemeanor involving moral turpitude.
6. Intoxication on duty.
7. Conduct which reflects unfavorably upon the Town service.

8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

B. Types of Disciplinary Action

Following are the types of disciplinary action which may be invoked against employees of the classified service. They may be independently invoked.

1. **Reprimand** An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee. Such reprimand shall remain a part of the employee's service record for a period of one year.
2. **Suspension** An appointing authority may, for disciplinary purposes, suspend without pay any employee under his/her control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve consecutive months shall be deemed a dismissal and so treated. Employees will forfeit accrual of sick time and vacation time for that month, provided the suspension is for three (3) days or more.
3. **Dismissal** An appointing authority may dismiss for cause any employee under his/her control occupying a position in the classified service, when he/she considers that the good of the service shall be served. It shall be the responsibility of the appointing authority in any case of suspension, demotion, or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefore and to file a copy of such statement with the Human Resources Director.

C. Appeals from Disciplinary Action

In all cases of dismissal, the employee shall have the privilege of a public hearing before the Personnel Appeals Board as hereinafter provided.

Section 49.1: Appeals from Suspension, Demotion and Dismissal

- A. Any employee under the classified service who shall be discharged, reduced in rank or compensation, or suspended without pay shall be presented with written reasons for such discharge, reduction or suspension within five (5) days thereafter. The employee shall have the privilege of a public hearing before the Personnel Appeals Board.
- B. Any employee who is discharged, reduced in rank or compensation, or suspended may appeal in writing to the Personnel Appeals Board within ten (10) calendar days after the effective date thereof, setting forth in substance his/her reasons for claiming that such discharge, reduction or suspensions was without just cause or because of his/her race, creed, or color, or because of his/her political, religious, or union opinions or affiliations,

except affiliations with any group or organization which seeks or advocates the overthrow of the Government of the United States by force or violence.

- C. Appeals shall be addressed to the Human Resources Director for the Board. The Human Resources Director shall forward a copy to the appointing authority concerned and the appeal shall immediately be forwarded to the Board by the Human Resources Director.
- D. The Board thereupon shall set a date for a hearing of the charges, not less than five (5) nor more than fifteen (15) days after notification of such discharge, reduction or suspension of the employee has been served.
- E. All hearings shall be informal and shall not be subject to any technical rules or order or evidence except such as the Mayor may establish.
- F. Unless incapacitated, the appellant shall appear personally and may not be excused from answering questions and supplying information. The appointing authority and the appellant may elect to have legal counsel or anyone they designate appear in their behalf at such a hearing. However, the Town shall not assume responsibility for payment to any counsel appearing in behalf of either party, except when the Corporation Counsel of the Town of any of his/her staff is called upon by the appointing authority, and this shall not affect the payment of his/her regular salary.
- G. Hearings involving several appellants having a common issue may be considered jointly or individually, at the discretion of the Board.
- H. Unless incapacitated, failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the appointing authority shall be final.
- I. If the Board finds that the action appealed by the employee was taken by the appointing authority without just cause or because of his/her race, creed, or color, or because of his/her political, religious, or union opinions or affiliations, except affiliations with any group or organization which seeks or advocates the overthrow of the Government of the United States by force or violence, such employee shall be reinstated in his/her former position or a position of like status and pay and shall be reimbursed for any loss of pay.
- J. In all cases of appeal from suspensions, demotions, and dismissals, the decision of the Board shall be final. Copies of the Board's decision shall be made available to the appointing authority and to the appellant.

Section 50.1: Grievance

- A. Whenever any employee shall feel any grievance relative to rate of pay, hours of work, or working conditions he/she shall report the matter to his/her Department Head. If such Department Head cannot or will not adjust the matter to the satisfaction of the employee, the complaint may be stated in writing, signed by the employee, and submitted to the

Human Resources Director. The Human Resources Director's decision shall be submitted in writing to the employee.

- B. If the Human Resources Director does not reply in writing within five (5) days of receipt of such written complaint, or if the employee is not satisfied with the decision of the Human Resources Director, the employee may appeal in writing to the Mayor. The Mayor shall arrange to meet with the employee, the Department Head, Human Resources Director and any other interested party within ten (10) days for the purpose of resolving the dispute.
- C. If such grievance is not resolved by the Mayor to the satisfaction of the employee within ten (10) days from such meeting, the employee may, within ten (10) days thereafter, submit the dispute to a hearing by the Personnel Appeals Board. Said Board shall hear and act on such dispute in accordance with its rules and shall render a decision which shall be binding on all parties.
- D. If any employee has any complaint, grievance, or problem stemming from his/her employment in the public service and wishes an informal discussion with the Human Resources Director, he/she may inform his/her department head of the intended meeting and contact the Human Resources Director's Office. In such a case, the employee may decline to inform the department head as to the nature of the problem, but he/she must be prepared to discuss it with such person or persons in the office of the Human Resources Director as the Human Resources Director may designate. Such conversation between the employee and the Human Resources Director and his/her staff will be considered confidential and will not be revealed except as the Human Resources Director may deem to be in the best interests of the public service.

Section 50.2

Decisions rendered by the Personnel Appeals Board found by the Corporation Counsel to conflict or be inconsistent with the provisions of the Personnel Rules and Merit System, inclusive, shall be null and void. Any such null and voided decisions shall result in the Town's position regarding such matters to be final and binding.

Section 51.1: Use of Privately Owned Automobiles for Town Business

- A. Employees required to use a privately owned automobile for the conduct of Town business shall be reimbursed once a month for all mileage driven at the rate to be recommended by the Mayor and approved by the Council.
- B. An employee who uses a personally owned automobile for official Town business shall maintain appropriate insurance as prescribed by the Corporation Counsel on his/her automobile, to cover liability for personal injury and property damage.
- C. All Employees who are assigned a town-owned or leased vehicle are expected to adhere to the Town of East Hartford's Motor Vehicle Use Policy.

Section 52.1: Longevity

Employees hired on or after August 17, 2006 will not be eligible to receive longevity payments unless otherwise mandated by their union contract.

Employees hired prior to August 17, 2006 shall earn longevity payments on their anniversary date in recognition of their length of service on the following basis:

2-5 years	\$170
6-8 years	\$230
9-13 years	\$260
14-19 years	\$290
20 years & up	\$330

Longevity payments are made in a lump sum to employees on the first pay period of September. Except for discharge, pro-rata longevity payments shall be granted to employees in the event they terminate their employment with the Town.

Section 53.1: Retirement

Permanent employees shall be eligible for participation in a Town retirement plan and to elect those retirement options to which they may be eligible in accordance with the plan to be administered by the Finance Department. Non-bargaining unit, classified employees hired on or after January 1, 2006 will participate in the Defined Contribution Plan and is not eligible to participate in the Defined Benefit pension plan.

Section 54.1: Insurance Benefits

The Town shall offer the following insurance benefits for all active, full-time Non-Bargaining Unit Town employees and their enrolled eligible dependents. Effective July 1, 2018 employees will contribute, through a weekly pre-tax payroll deduction, 14%, of the allocated rate of items A, B and D below.

- A. High Deductible Health Plan with HSA or HRA (as applicable). Effective July 1, 2018, the HDHP deductibles will be \$1500/\$3000.
- B. Prescription Drug Coverage
- C. Three-Tier Dental Program
- D. Vision care rider for employee and enrolled dependents
- E. The Town shall provide and pay for a Fifty Thousand (\$50,000) Life Insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum with double indemnity in the event of accidental death. This provision shall exclude the Mayor and Directors who are covered by separate Life Policy provisions.

- F. Effective July 1, 2020, A Fifty Thousand Dollar (\$50,000) Life Insurance policy will be provided for each Non-Bargaining Unit Town retiree including the Mayor and Directors who meet the eligibility requirements as defined in Section I below.
- G. 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.
- H. Current and new employees may choose not to enroll in items A, B, and D and receive a monetary payment instead. The Town of East Hartford will offer a "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. The other health plan must not be a Town or East Hartford Board of Education sponsored plan.

1. Effective April 2, 2009, the payments to be made to employees who drop their Town-sponsored health insurance plan, excluding Dental, will be as follows:

Coverage Type	Payment Amount
Individual	\$1000
Individual plus one dependent	\$1500
Individual plus two or more dependents	\$2000

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 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. The Mayor reserves the right to reduce or eliminate any of the above payments for any quarter due to lack of funds.
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," and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan.

- I. The term "retiree" will mean a former employee who has met the requirements of the defined benefit retirement plan to receive Normal, Early or Disability Retirement benefits from the Town and is receiving such benefits or a former employee who is at least 55 years old, was a contributing member of the Town's 457 Director's Deferred Compensation plan, and who has worked for the Town for a minimum of ten years or who has served as Mayor for three terms in office or more.
- J. **For all employees who are eligible to retire before January 1, 2012:** The Town shall provide and pay for PPO insurance benefits.
 1. For retirees who are eligible for Social Security Parts A & B, Supplemental coverage shall be provided in place of the foregoing coverage.
 2. The Town shall provide and pay for PPO insurance for the retiree's spouse under the following conditions:
 - a. The retiree must attain age 60 before his/her spouse will be eligible for this coverage.
 - b. If the retiree remarries, the new spouse will not be eligible for this coverage.
 - c. The term "spouse" shall mean the retiree's spouse who shall have been married to and living with the employee as his/her spouse at the time of the employee's retirement. When the retiree 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 cost from their pension check.
 - d. In order for the spouse coverage to be effective, the retiree must pay to the Town 50% of the monthly cost, as determined by the Town. This contribution shall be deducted from the retiree's monthly pension check. If such deduction is not made continuously from the retiree's monthly pension check commencing with his/her 60th birthday, all coverage for the spouse shall cease and not be reinstated.
 - e. When the retiree's spouse reaches age 65 and enrolls in Medicare, the Town will pay 100% of the cost for Parts A & B Supplemental coverage.

For all non-bargaining unit Defined Benefit employees, Directors and the Mayor, who are eligible to retire after January 1, 2012:

The Town shall provide and pay for the insurance benefits listed in Section 54.1 F.

The Town shall offer the insurance benefits listed in Section 54.1 A – D under either of the following terms:

1. Employees who retire at 55 years of age or under will pay 50% of the cost of employee-only coverage until the retiree becomes eligible for Medicare.
2. Employees who retire at 56 through 59 years of age will pay 25% of the cost of employee-only coverage until the retiree becomes eligible for Medicare.
3. Employees who retire at 60 through 64 years of age will pay 0% of the cost of employee-only coverage until the retiree becomes eligible for Medicare.

4. For employees who retire at age 65 or older, or retirees who become eligible for Social Security Parts A & B, Supplemental coverage shall be provided in place of the foregoing medical coverage.

OR

5. An Other Post Employment Benefit (OPEB) deduction of 1% of the employee's current base salary deducted weekly on a pre-tax basis.

To select either option, current employees must make an irrevocable election by January 1, 2018 selecting either a premium share into retirement or an OPEB deduction with the deduction beginning on July 1, 2018. New hires must make an irrevocable election within 90 days of employment.

For employees who are eligible to retire on or after January 1, 2012 and selected the premium share option into retirement, the Town shall offer the same medical benefits to the spouse, subject to the following:

1. Employees who retire at 55 years of age or under will pay 100% of spousal coverage until the spouse becomes eligible for Medicare.
2. Employees who retire at 56 through 59 years of age will pay 75% of spousal coverage until the spouse becomes eligible for Medicare.
3. Employees who retire at 60 through 64 years of age will pay 50% of spousal coverage until the spouse becomes eligible for Medicare.
4. When the retiree's spouse reaches age 65 and enrolls in Medicare, the Town will pay 100% of the cost for Parts A & B Supplemental coverage.

For employees who are eligible to retire on or after July 1, 2012 and selected the OPEB option, the Town shall offer the same medical benefits to the spouse.

Section 55.1: Promotional Procedure - Public Safety Divisions (Police & Fire)

Whenever a permanent vacancy occurs or is created in a promotional classification in the Public Safety Divisions' Bargaining Units, and an eligibility list established in accordance with Section 55.3 is in effect for such classification, the Chief of the appropriate division may, prior to the date when such permanent vacancy occurs or is created, request the Human Resources Director to certify the names of the three highest earned ratings on such eligibility lists as well as the name appearing on the top of the departmental re-employment list for that classification. Within ten (10) days after the Human Resources Director receives either request, he/she shall certify such names to the Chief of the appropriate division. After the Chief receives such certification, but no earlier than the date on which such permanent vacancy occurs or is created, said Chief shall appoint the person from the three highest earned ratings certified to fill such permanent vacancy.

Section 55.2:

Whenever such a permanent vacancy occurs or is created in a promotional classification in the Public Safety Divisions' Bargaining Units, and no eligibility list established in accordance with Section 55.3 is in effect for such classification, the Human Resources Director may, prior to the date when such permanent vacancy occurs or is created, conduct or cause to be conducted a promotional examination for the purpose of establishing an eligibility list for such classification.

Section 55.3:

Each promotional examination conducted pursuant to Section 55.2 shall be open only to those employees of the Public Safety Divisions' Bargaining Units who, on the date of such examination, have the qualifications and meet the requirements set forth in the class specifications for the classification for which the examination is being conducted. At least fifteen (15) days in advance of the date when such an examination is scheduled to take place, the Human Resources Director shall cause written notice of such examination to be posted to all employees (i.e. via e-mail, Town and/or Department website, bulletin board, etc.). Such notice shall describe the place, date and time of such examination and the qualification which the candidates must have and the requirements which they must meet in order to qualify to compete in such examination and, as determined by the Human Resources Director, the passing grade or minimum rating which a candidate must achieve in such examination in order to be placed on the eligibility list of the classification for which such examination is being conducted. When an examination is contracted by any agency, public or private, the minimum rating by which eligibility may be achieved shall be established by the agency conducting the examination.

The final earned rating of each applicant competing in any promotional test shall be determined by the weighted average of the earned ratings on all phases of the test, according to weights for each phase established by the Human Resources Director, in advance of the giving of the test and published as part of the announcement of the test.

All candidates who achieve the passing grade or who meet the minimum rating in each such examination shall be placed on the eligibility list of the classification for which the examination is being conducted, arranged in order of final weighted ratings received. Each eligibility list, established in accordance with the provisions of Section 55.3 shall be made available in the Human Resources Director's Office and each candidate notified by the Human Resources Director, in writing, concerning his/her rating in such examination and his/her place, if any, on such eligibility list no later than ninety (90) days after the date of the examination.

Such eligibility list may not be used or considered to be in effect until it has been posted for fifteen (15) days or until the Board of Appeals has rendered a decision, whichever comes later.

In computing a candidate's seniority for each examination, all service shall be included which he/she has had in each classification that is eligible to compete in such examination.

Section 55.4:

Within fifteen (15) days of the date when such an eligibility list is posted, any candidate in such examination may appeal his/her grade or rating in such examination or his/her place or position on such eligibility list, or the fact that his/her name does not appear on such eligibility list. Such appeal shall be in writing and shall be submitted to the Personnel Appeals Board. Said Appeals Board shall hold a hearing on such appeal within thirty days of receipt of the appeal by the Board. The Board shall render its final decision on the appeal no later than 90 days from receipt of the appeal, provided that such 90-day period may be extended by majority vote of the Board for up to an additional 60 days. The Board's decision shall be final and binding, provided however, that no such decision shall conflict or be inconsistent with the provisions of Section 55.1 through 55.8 inclusive.

Section 55.5:

Whenever an eligibility list is established in accordance with the provisions of Section 55.3 and a vacancy in the promotional classification for which such list was established is in existence on the date that such list takes effect or may be used within ten (10) days after such date, the Chief of the appropriate division shall request the Human Resources Director to certify the names of the employees having the three (3) highest earned ratings on such eligibility list. Within ten (10) days after the Human Resources Director receives such request, he/she shall certify such names to the Chief. Within five (5) days after the Chief receives such certification, he/she shall appoint the person from such list certified or from the certified re-employment list.

Section 55.6:

Within ninety (90) days of the date when this amendment to the Personnel Rules takes effect, the Human Resources Director, after consultation with the duly authorized representative of the Public Safety Divisions' Bargaining Units, shall reaffirm, amend, modify or establish as the case may be, class specifications for each classification in the Public Safety Divisions' Bargaining Units.

Section 55.7:

For purposes of Sections 55.1 through 55.8 inclusive, the term "promotional classification in the Public Safety Divisions' Bargaining Units" shall mean and include all classifications which, on the effective date of this amendment to the Personnel Rules, are covered by the collective bargaining contracts and which have a salary range that is higher than the salary range for the Police Officer and/or Fire Fighter classification.

Section 55.8:

Any other provision of the Personnel Rules which is inconsistent or in conflict with Section 55.1 through 55.8 inclusive, shall not apply to employees, positions, or classifications covered by said collective bargaining contract.

Section 56.1 Additional Fringe Benefits as Defined by Position

A. All Sworn Full Time Appointed Directors, the Assistant to the Mayor, Corporation Counsel, the Police Chief, Police Deputy Chiefs, the Fire Chief and Assistant Fire Chiefs

In addition to the benefits provided for herein and by Town Charter, the above employees, hired into these positions on or after August 17, 2006 shall enjoy the following additional fringe benefits:

1. **Salary**: As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the above positions.
2. **Workweek**: The workweek is a minimum of 40 hours (daily 1 hour unpaid lunch). However, the above positions are expected to work in excess of 40 hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.
3. **Compensatory Time**: The above positions are considered exempt salaried professional employees under the Fair Labor Standards Act. Accordingly, these positions are ineligible to earn any compensatory time or overtime.
4. **Sick Days**: It is acknowledged that from time to time, sickness, family emergency, bereavement leave or medical treatment will cause these employees to miss time from work. When such a situation exists, the employee shall promptly notify the Office of Mayor of such absence.

On an annual basis, the Mayor shall review the absences taken by each employee as provided by Novatime and in the event of abuse; the Mayor shall take the necessary administrative action, up to and including termination.

5. **Retirement**: Director's Deferred Compensation 457 Plan whereby the Town contributes 10% and the employee contributes 4% of salary.
6. **Vacation**: A minimum of 15 annual days of vacation effective upon initial date of appointment. At the Mayor's discretion, an additional 10 annual vacation days may be granted to Directors, the Police Chief, Police Deputy Chiefs, the Fire Chief and Assistant Fire Chiefs. Employees are eligible to accumulate up to 75 vacation days, payable upon separation.
7. **Separation from Service**: The Police Chief, Police Deputy Chiefs, the Fire Chief and Assistant Fire Chiefs shall not be terminated without cause, as defined by Connecticut Statute or Town of East Hartford Charter.

All others identified in Section 56.1 A, excluding the Mayor, who are not reappointed or are terminated without cause shall receive salary continuation for eighteen (18) weeks or ninety (90) days. In addition, all Directors shall continue to receive health insurance at the Town's expense, for six (6) additional months. Directors who voluntarily resign or are terminated for just cause are ineligible to receive the additional benefits outlined in this section.

8. **Miscellaneous Benefits:**

- a. **Health Insurance:** Refer to Section 54.1 A-D and 54.1 H.
- b. **Health Insurance for Retirees:** The term "retired employee" is defined in Section 54.1 I. For benefits, refer to Section 54.1 J.
- c. **Long Term Disability Insurance:** Employees may choose to purchase Long Term Disability Insurance through the Town's designated provider. They will have a 90-day waiting period and will receive 60% of pre-disability earnings to a maximum of \$5,000 per month.
- d. **Life Insurance:** Employees shall receive life insurance coverage at the rate of 2.5 times their total compensation to the nearest \$1,000 to a maximum of \$350,000 as funded by the East Hartford Town Council.
- e. **Motor Vehicle:** at the Mayor's sole discretion, the Police Chief, Police Deputy Chiefs, Fire Chief and Assistant Fire Chiefs shall have use of a Town of East Hartford motor vehicle provided that they follow and adhere to the Town of East Hartford's Motor Vehicle Use Policy.
- f. **Training and Professional Development:** In addition to the benefits provided for herein and by Town Charter, the Chief of Police and the Fire Chief shall receive \$3,000 for Chiefs travel and training account.
- g. **Dual Employment:** Subject to approval by the Mayor, Directors may be permitted to secure other outside employment provided such employment does not interfere with the Director's responsibility to the Town. Approval needs to be granted before securing employment.

B. Acting Police Chief, Acting Deputy Chief

The temporary appointment of an employee to the position of Acting Police Chief or Acting Deputy Chief from a bargaining unit position shall be subject to the terms and conditions of employment set forth in this Section, and not Section 56.1 A. During such temporary service, the employee also shall enjoy all of the other applicable benefits provided by these Rules and by Town Charter.

1. **Salary:** As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the position of Acting Police Chief or Acting Deputy Chief.
2. **Workweek:** A standard workweek is 40 hours (daily 1 hour unpaid lunch). However, an Acting Police Chief or Acting Deputy Chief shall work additional hours as necessary to fulfill and maintain the workload of the department. This may include

working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.

3. **Compensatory Time and Overtime:** An Acting Police Chief or Acting Deputy Chief is considered an exempt salaried employee and is ineligible to earn any compensatory time or overtime. An Acting Deputy Police Chief will need to account for their use of sick days and vacation days.
4. **Retirement:** Retirement benefits are subject to the terms and conditions of the Retirement Plan for Full-Time Employees of the Police Department of the Town of East Hartford.
5. **Miscellaneous Benefits:** An Acting Police Chief or Acting Deputy Chief will receive the following benefits, applicable to his/her regular bargaining unit position, subject to the terms and conditions in the current collective bargaining agreement between the Town of East Hartford and East Hartford Police Officer's Association:
 - a. Sick Leave;
 - b. Injury Leave;
 - c. Vacation;
 - d. Funeral Leave;
 - e. Holidays;
 - f. Insurance; and
 - g. Flexible Spending Accounts.
6. **Termination of Employment:** The employee shall serve in the position of Acting Police Chief or Acting Deputy Chief at the discretion of the Mayor or Police Chief, respectively, subject to Section 30.1(D)(3) of the Personnel Rules, and may be removed from that temporary position at any time, for any reason, with or without prior notice.
7. **Motor Vehicle:** At the Mayor's sole discretion, an Acting Police Chief or Acting Deputy Chief may have use of a Town of East Hartford motor vehicle provided that they comply with the Town of East Hartford's Motor Vehicle Use Policy.

C. Acting Fire Chief, Acting Assistant Fire Chief


The temporary appointment of an employee to the position of Acting Fire Chief or Acting Assistant Fire Chief from a bargaining unit position shall be subject to the terms and conditions of employment set forth in this Section, and not Section 56.1 A. During such temporary service, the employee also shall enjoy all of the other applicable benefits provided by these Rules and by Town Charter.

1. **Salary:** As defined within the salary schedule approved annually by Town Council. The Mayor, however, shall have the discretion to implement an annual salary within the salary range designated for the position of Fire Chief or Assistant Fire Chief.

2. **Workweek:** A standard workweek is 40 hours (daily 1 hour unpaid lunch). However, an Acting Fire Chief or Acting Assistant Fire Chief shall work additional hours as necessary to fulfill and maintain the workload of the department. This may include working evenings and/or weekends to attend meetings, hearings, budget workshops, etc., or as deemed necessary by the Mayor.
3. **Compensatory Time and Overtime:** An Acting Fire Chief or Acting Assistant Fire Chief is considered an exempt salaried employee and is ineligible to earn any compensatory time or overtime. An Acting Assistant Fire Chief will need to account for their use of sick days and vacation days.
4. **Retirement:** Retirement benefits are subject to the terms and conditions of the Retirement Plan for Full-Time Employees of the Fire Department of the Town of East Hartford.
5. **Miscellaneous Benefits:** An Acting Fire Chief or Acting Assistant Fire Chief will receive the following benefits, applicable to his/her regular bargaining unit position, subject to the terms and conditions in the current collective bargaining agreement between the Town of East Hartford and Local 1548 of the International Association of Firefighters.
 - a. Sick Leave;
 - b. Injury Leave;
 - c. Vacation;
 - d. Funeral Leave;
 - e. Holidays;
 - f. Insurance;
 - g. Wellness Program; and
 - h. Flexible Spending Accounts.
6. **Termination of Employment:** The employee shall serve in the position of Acting Fire Chief or Acting Assistant Fire Chief at the discretion of the Mayor or Fire Chief respectively, subject to Section 30.1(D)(3) of the Personnel Rules, and may be removed from that temporary position at any time, for any reason, with or without prior notice.
7. **Motor Vehicle:** At the Mayor's sole discretion, an Acting Fire Chief or Acting Assistant Fire Chief may have use of a Town of East Hartford motor vehicle provided that they comply with the Town of East Hartford's Motor Vehicle Use Policy.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 13, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Town Council Project Appropriation

In August of 2020, the Town Council approved a resolution for the November of 2020 ballot for the appropriation for \$10 million for the planning, design, acquisition, reconstruction and equipping of improvements to Town Buildings. The resolution required the Town Council's approval for expenditure of appropriated funds that were approved by voters.

Currently, there are two projects that need the Council's approval:

- Department of Public Works Facility Feasibility Study and Improvements Analysis in the amount of \$250,000
- Improvements to Bicentennial Square Park in the amount of \$22,000.

Please place this item on the Town Council agenda for the October 19th, 2021 meeting.

C: L. Trzetzak, Finance Director
J. Lawlor, Public Works Director



MEMORANDUM

DATE: October 13, 2021

TO: Marcia A. Leclerc, Mayor

FROM: Linda M. Trzetzziak, Director of Finance

TELEPHONE: (860) 291-7246

RE: Town Council Project Appropriation - 2020 Town Buildings Bond

In August 2020, the Town Council approved the resolution for the November 2020 ballot for \$10 million for the planning, design, acquisition, reconstruction and equipping of improvements to Town Buildings. The voters approved the appropriation.

The resolution required Town Council approval of the expenditure of such appropriated funds.

At this time there are two projects for which we are asking approval and authorization to proceed:

Department of Public Works Facility Feasibility Study and Improvements Analysis:

This project will review existing DPW works sites and facilities, organizational information, vehicle and equipment lists, emergency operation plans, strategic plans and snow/ice operations plans. Programming sketches for each major functional space in a new facility will be prepared. Additionally, a Facility Space Matrix which details each space required for the facility will also be prepared. The project will also include building and site planning concept design with preliminary design documents and surveys, along with preparation of a total project budget.

Cost: \$250,000

Improvements to Bicentennial Square Park:


This project will prepare a site investigation/survey and conceptual plan for park improvements.

Cost: \$ 22,000

Should you have any questions or problems on the aforementioned, please feel free to contact me.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 13, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: New Equipment Funding

The East Hartford Public Works Department is requesting an allocation of \$1,512,000 from the Capital and Non-Recurring Fund to fund six new trucks to add to their fleet and replace aging vehicles.

Please place this item on the Town Council agenda for October 19th, 2021.

C: L. Trzetzak, Finance Director
J. Lawlor, Public Works Director

**RESOLUTION TO ADD A PROJECT TO THE TOWN'S 5-YEAR CAPITAL
IMPROVEMENT PLAN AND TO AUTHORIZE AN APPROPRIATION**

WHEREAS, the Town of East Hartford has identified that the replacement of six 6-wheel dump trucks as a priority of the Town's Public Works Department; and

WHEREAS, the Town of East Hartford has received \$2,632,453 in bond sale premium proceeds;

THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve the following items:

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the purchase of six 6-wheel dump trucks at estimated total cost of \$1,512,000,
2. The appropriation of \$1,512,000 in the Town's Capital and Non-Recurring Reserve Fund to be utilized for these purchases,
3. The funding source will be the bond sale premium received in August 2021.

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 19, 2021.

Angela Attenello, Clerk of the Town Council

Funds certified as unobligated and available:

Signed: _____
Marcia A. Leclerc, Mayor

Dated: _____

Signed: _____
Linda M. Trzetzak, Director of Finance

Dated: _____



MEMORANDUM

TO: Marcia Leclerc, Mayor
FROM: John P. Lawlor, Jr., Director of Public Works
DATE: October 13, 2021
CC: Lind Trzetzak, Director of Finance
RE: New Equipment Funding

The Department respectfully requests your consideration of the acquisition of six new six-wheel dump trucks, each with plow, in-body sander and leaf-box.

Currently we have twenty plow routes but only have fourteen (6-wheel or larger) trucks with which to plow. Of the fourteen trucks two are well beyond their lifecycle and will be retired from service leaving the town with a need for eight new plow trucks. The trucks to be retired are circa 2004.

Two new trucks are already funded in the most recent CIP and those trucks are in production. We anticipate arrival of those trucks approximately February of 2022; leaving a need for six trucks to fill all routes.

Therefore, I am seeking six (6) new trucks with this request.

Historically we have spent \$30,000 to \$125,000 per year to employ outside contractors to fill the gaps due to our lack of equipment. In addition to this contractor cost, Public Works incurs costs for administrative oversight and tandem operations raising costs to \$45,000 to \$187,000 per year. The acquisition and fulfillment of six new trucks will decrease our dependency on outside contractors and will enable us to utilize our employees and equipment to cover all twenty routes. Anticipated time to fill the order for the trucks is estimated to be up to eight months.

Attached please find a listing of present plow truck stock. The cost of the requested six (6-wheel or larger) trucks is \$1,512,000.

Public Works Fleet Manager's Recommended Plow Truck Replacement Schedule

Ten Wheel Dump (Heavy)								
	Unit	Year	Make	Model		Condition	Division	
1	1057	2020	Freightliner	114 SD		Good	Street	
2	1040	2016	Freightliner	114 SD		Good	Street	
3	1093	2012	International	7400		Fair	Street	
4	1078	2011	International	7400		Poor	Street	
5*	1056	2004	International	7400		Poor	Street	
Six Wheel Dump (Heavy)								
6	1036	2020	Freightliner	114 SD		Good	Street	
7	1051	2020	Freightliner	114 SD		Good	Street	
8	1035	2020	Freightliner	114 SD		Good	Street	
9	1025	2019	Freightliner	114 SD		Fair	Street	
10	1031	2018	Freightliner	114 SD		Fair	Street	
11	1030	2016	Freightliner	114 SD		Fair	Street	
12	1076	2011	International	7400		Poor	Street	
13	1074	2009	International	7400 4X4		Poor	Street	
14*	1053	2006	International	7400		Poor	Street	
15	Required						Street	
16	Required						Street	
17	Required						Street	
18	Required						Street	
19	Required						Street	
20	Required						Street	

- Awaiting delivery of replacement truck from 2021 CIP



MEMORANDUM

DATE: October 13, 2021

TO: Marcia A. Leclerc, Mayor

FROM: Linda M. Trzetzziak, Director of Finance

TELEPHONE: (860) 291-7246

RE: Capital Improvement Plan Resolution and Appropriation

In August 2021, the Town of East Hartford received a bond sale premium of \$2,632,453 from the sale of general obligation bonds of \$20 million.

Given the need for six Public Works 6-wheel dump trucks and attachments to complete the fleet, I recommend that the Town Council allocate \$1,512,000 of that \$2.6 million to the Town Capital and Non-Recurring Reserve Fund.

The following resolution will add the six trucks to the Town's 5-Year Capital Improvement Plan, will establish the appropriation to purchase the vehicles, and will authorize this portion of the bond premium to be used for this capital purchase.


I recommend approval of these actions.

Accordingly, please forward these documents along to the Town Council for action at the October 19th meeting.

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 14, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: BID WAIVER: Current Energy Solutions, LLC

The Town is working with Eversource and their approved contractor, Current Energy Solutions, LLC, to commence an energy efficiency project at the Community Cultural Center. To perform these upgrades, the Town is eligible for a minimum of \$52,400.70 in incentives. Eversource would advance the remaining funding under a 48-month, no-interest loan. The Town needs to execute a letter of intent prior to November 5, 2021, to lock in the incentive.

Therefore, we request that a bid waiver be granted under the Town of East Hartford's Code of Ordinances Section 10-7(c) and 10-12 to authorize the Mayor to execute a letter of agreement, loan agreement, a contract and associated documents to move forward with the project.

Please place this information on the Town Council agenda for the October 19th, 2021 meeting. I recommend that the Town Council approve the bid waiver as submitted.


C: J. Lawlor, Director of Public Works
R. Gentile, Assistant Corporation Counsel

OFFICE OF CORPORATION COUNSEL

Date : October 13, 2021

To : Mayor Marcia A. Leclerc

Cc : John Lawlor

From : Richard Gentile 

Re : Waiver of bidding requirements

Eversource and the Town have discussed commencing an energy efficiency project at the Community Cultural Center ("CCC"). Current Energy Solutions, LLC, an Eversource approved contractor, will implement the project. The project will include a number of critical lighting, and associated component, upgrades to both the Town facilities, and the private apartments, located at the CCC.

A series of unique opportunities exist with respect to the funding of the projects. First, the Town would be eligible to receive a minimum of \$52,400.70 as an incentive to perform the upgrades (this amount may increase to \$64,045.30 depending upon timing of the project and further negotiations). The Town would apply this incentive towards the cost of the project (currently estimated to be \$143,161.35). Second, Eversource would advance the remainder of the funding for the project under a 48 month, no interest loan. It is anticipated that cost savings from the upgrades would then fund the debt service under the loan.

Time is tight, and the Town needs to execute a letter of intent prior to November 5, 2021 to lock in the incentive. To allow the execution of the letter of intent, loan agreement and associated documents with Eversource, and the execution of necessary contracts with Current Energy Solutions, LLL, I would ask that the Town Council waive bidding requirements with respect to this project. The following motion may be considered:

Move: That the Town Council waive the bidding requirements of Sections 10-7 and 10-12 of the Code of Ordinances, and authorize the Mayor to execute a letter of agreement, loan agreement, and related documents with Eversource, as well as a contract and associated documents with Current Energy Solutions, LLC, or its affiliated entities, with respect to energy upgrades at the Community Cultural Center, the waiver being in the best interests of the Town as these energy upgrades are a responsible step for the Town to take to decrease its energy use and can be undertaken at little or no cost to the Town.



107 Seiden Street, Berlin, CT 06037
Eversource
P O Box 270
Hartford, CT 06141-02701
(860) 665-5000

July 6, 2021

Joe Salamone
0
Town Of East Hartford
50 Chapman Place
East Hartford, CT 06108

Reference: Project # CT21-556532
East Hartford Community Cultural Center
East Hartford, CT

Dear Joe Salamone:

Congratulations on choosing to make your business energy-efficient. Eversource is pleased to present you with the details of your energy incentive for the upcoming project at your East Hartford, CT facility.

Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of \$64,045.30.

This packet includes the following documents:

Energy Efficiency Services Letter of Agreement – Please review the document, sign and return to my attention at the email noted below. To reserve your incentive as stated, return the signed Agreement within 30 days of the date above.

Standard Terms and Conditions – In order to claim your incentive, you will need to agree to these terms.

Exhibit A – The upgrades included in your project are outlined here. Information includes the energy and dollar savings estimated for each individual measure.

W-9 Form – This form is necessary to process your incentive payment. Submit this completed form with your Energy Efficiency Services Agreement

If you have any questions regarding this letter or the documents contained in the packet, please contact me at (860) 665-4781.

Sincerely:

A handwritten signature in black ink, appearing to read "Bryan J. Parsons".

Bryan Parsons
Energy Efficiency Consultant
Energy Efficiency
Bryan.Parsons@eversource.com

Savings Are Essential Incentive Summary

Eversource

East Hartford Community Cultural Center

Project # CT21-556532

In an effort to support our valued customers and workforce, we are introducing new 'Savings are Essential' incentives to stimulate additional demand in the market. These incentives are aimed at making customer decisions easier, while improving their operating costs quickly without having to concern themselves about long-term financial ambiguity.

All measures must be installed prior to November 5, 2021 in entirety in order for total incentive to be paid. If changes are made or not all measures are installed, the 'savings are essential' incentive will be recalculated based on the final scope of work installed by November 5, 2021. The final incentive cannot exceed the incentive listed below. All measures not installed by November 5, 2021, will not eligible for the 'savings are essential' incentive listed below and will default to the amount outlined in the accompanying Exhibit A's in this LOA.

Incentive Summary		
Original 2021 Incentive	Added Incentive	NEW 'Savings Are Essential' Incentive
\$52,400.70	\$11,644.60	\$64,045.30

Savings Summary				
Total Project Cost	Annual Electric kWh Savings	Annual Gas CCF Savings	Total Electric Incentive	Total Gas Incentive
\$143,161.35	116,446	-	\$64,045.30	\$0.00

Please sign this incentive summary and return it to Eversource as soon as possible. This agreement shall be valid only if accepted by Participant and a counter-signed copy is returned to Eversource within thirty (30) days from the date of this agreement.

Agreement accepted by:

Customer

Date

David Dobratz

David Dobratz

Supervisor - Energy Efficiency, C&I

7/6/21

Date

**Energy Efficiency Services
LETTER OF AGREEMENT**

To encourage energy efficiency, The Connecticut Light and Power Company, doing business as Eversource (hereinafter the "Company"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "Energy Efficiency Fund"), is pleased to offer Town Of East Hartford (hereinafter, the "Participant") Energy Efficiency Services in connection with their facility located at 50 Chapman Place, East Hartford, CT. If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within 30 calendar days of the date of the authorized Company signature. If not returned within 30 calendar days, the Company retains the option to modify or cancel this LOA without notification. By counter-signing and returning the LOA to the Company within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. To be eligible for an incentive payment, the Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. To be eligible for an incentive payment, all EEMs must be installed by the Participant and accepted by both the Participant and the Company by November 5, 2021. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by November 5, 2021 may disqualify Participant from receiving an incentive payment.
4. As administrator of the Energy Efficiency Fund, the Company agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is \$64,045.30.
5. Payment will be made to Current Energy Solutions, 165 Saybrook Road, Middletown, CT 06457.
6. The Participant is not obligated to install any of the EEMs referred to in this LOA, and at any time may decide to forego the incentive payments for one or more measures.
7. This LOA shall be signed by a representative of the Company, and counter-signed and returned to the Company by the Participant before any EEMs are installed. No payment shall be made for EEMs not listed in the Exhibit(s), or for EEMs installed before this LOA is counter-signed and returned to Eversource by the Participant unless authorized by the Company.
8. The Participant may propose changes to the scope of this LOA by giving written notice to the Company. Without prior written approval by the Company, the Company may not recognize any changes implemented by the Participant.
9. If the Participant agrees to the attached Standard Terms and Conditions of this Letter of Agreement, please sign below and return to:

Bryan Parsons
Energy Efficiency Consultant
Eversource
PO Box 270
Hartford, CT 06141

David Dobratz

Signature of Company Official

David Dobratz
Name (Print)

Supervisor, C&I
Title of Company Official

7/6/21

Date

Signature of Participant Official

Name (Print)

Title of Participant Official

Date

Exhibit A
East Hartford Community Cultural Center
Energy Efficiency Services Project #: C121-556532
July 6, 2021

A. The Participant will submit documents for review as required. The Company will review construction documents to facilitate the verification of conformance with the energy efficiency improvement measures detailed.

B. The listing of a specific manufacturer in this Contract does not represent an endorsement of a specific product by the Company. Listed manufacturers are those proposed by the Participant in their application. The Participant may substitute an equivalent product, which will produce equal or greater energy savings than the product originally proposed, with the approval of the Company.

Measure 1 of 1: New and/or Retrofit Lighting and/or Lighting Occupancy Controls

Installation of new and or retrofit lighting fixtures as proposed on attached project scope and summarized below. The fixtures lamps shall comply with Eversource LED requirements. If LED lighting does not meet Eversource LED requirements at time of inspection then incentive shall be recalculated.

Approximate floor area affected by fixture/lamp retrofits (square feet)	80,000
Basic description of areas being affected	Office (General Office Types)
Number of existing fixtures/lamps affected:	827
Number of Standard fixtures/lamps to be installed:	0
Number of Enhanced Performance fixtures to be installed:	847
Number of High Performance fixtures to be installed:	0
Number of fixtures/lamps to be controlled by Occupancy Sensors:	501
Number of fixtures/lamps to be controlled by Daylight Harvesting Sensors:	0
Estimated Installed Cost of Standard fixtures/lamps:	\$0.00
Estimated Installed Cost of Enhanced Performance fixtures:	\$143,161.35
Estimated Installed Cost of High Performance fixtures:	\$0.00
Estimated Installed Cost of Non-Eligible fixtures/lamps:	\$0.00
Total Estimated Installed Cost	\$143,161.35
Total Estimated Incentive	\$52,400.70

If upon final inspection, there are any changes to the measure, the incentive will be recalculated based on installed equipment and the Company's review of itemized invoices. At its discretion, the Company may limit the incentive to the amount stated in this Exhibit A for this measure. Therefore, the Company advises that the Participant or the Participant's design professional propose in writing any significant changes to this measure to the Company at the earliest possible point in time for review, evaluation and approval in accordance with this LOA.

Estimated Measure Incentive Breakdown	
Installation and Additional	\$52,400.70
Measure Verification (100%)*	
Total	\$52,400.70

Estimated Electrical Savings			
Demand	kW	Energy	kWh
Summer	31.42	Annual	116,446
Winter	21.59	Lifetime	1,461,825

*Measure Verification: The Participant or the Participant's design professional shall signify that they have satisfied themselves that all installed controls are performing as intended.

1. Verification that all the correct equipment and/or systems are being controlled.
2. Verification of correct system installation. The system shall be defined as any sensors and all the lighting fixtures and/or other equipment (fans, dampers, etc.) that it controls.
3. Verification that all sensors and control devices are calibrated.
4. Verification that the system automatically functions as intended with all defined delays.
5. Verification that operation and maintenance manuals have been provided.
6. Verification that the Participant's representative and/or operator has been instructed in the proper operation and maintenance of the equipment.

Participant or Participant's Design Professional's Signature (at time of inspection)

Date

Regarding Linear Tube LED Products: Customers should review each lighting technology's installation and maintenance requirements carefully. Some linear LED products are NOT backwards compatible to accommodate fluorescent lamps or other LED tube products after the retrofit. Please follow all manufacturers' specifications when installing and maintaining equipment to ensure proper performance, function and safety. 1) Most LED Linear Tube Replacement Lamp product designs by various manufacturers are mechanically interchangeable and utilize existing fluorescent lamp end connectors to supply power to the lamps. However, many of these LED products are not electrically interchangeable with fluorescent lamps or other LED tube products. As a result, maintenance personnel should follow all manufacturers' installation and maintenance guidelines and be trained in their safe use. 2) All LED Linear Tube Replacement Lamps are required to be Underwriter's Laboratory (UL) P99A listed. Retrofit products that require rewiring retrofit to existing luminaire fixtures must also meet UL 1598C Classification. As such, these products require fixture retrofit in accordance with manufacturer's installation instructions which includes placement of warning markings on each luminaire fixture in accordance with UL 1598C. Please ensure that the labels are installed and maintained for the life of the product. 3) Please contact the LED product's installer or manufacturer with questions with specific product questions.

The installation of aftermarket resistors into LED lighting products is not allowed.

Project Scope

East Hartford Community Cultural Center East Hartford, CT CT21-566532											
Area Description	Qty Before	Description Before	Watts/ Fixture Before	Annual Hours Before	Qty After	Proposed Equipment - Manufacturer	Proposed Equipment - Model Number	"NEW" Occupancy Sensor? (Y or N)	Watts/ Fixture After	Wattage with High End Trim	Annual Hours After
1st Floor 102	5	4L4' T8/ELIG	112	2,000	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Room 102	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
102 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
Room 101	5	4L4' T8/ELIG	112	2,000	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Room 101	1	2L4' T8/ELIG	60	2,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
101 RR	2	2L4' T8/ELIG	60	500	2	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
Room 103	4	4L4' T8/ELIG	112	2,000	4	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Room 103	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
103RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
Room 104	6	4L4' T8/ELIG	112	2,000	6	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Room 104	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
104 Kit	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
104RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
Hall St Floor	4	2L4' T8/ELIG	60	8,064	10	ALPHALITE	CBW-4L(40S2)/840	N	40	38	8,064
Hall	12	2L4' T8/ELIG	60	8,064	12	ALPHALITE	CBW-4L(40S2)/840	N	40	38	8,064
Hall E.M	16	2L4' T8/ELIG	60	8,064	16	ALPHALITE	CBW-4L(40S2)/840	N	40	38	8,064
APT 214	3	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 214	6	4L4' T8/ELIG	112	2,000	6	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 214 Kit	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
214 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
APT 214	37	CONTROL ONLY			37	CONTROL	CONTROL ONLY	Y			
APT 209	4	4L4' T8/ELIG	112	2,000	4	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 209	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
209 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
209 ADD	1	Add Fixtures		2,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 223	4	2L4' T8/ELIG	60	2,000	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 223 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
APT 210	4	4L4' T8/ELIG	112	2,000	4	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 210	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 210 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
APT 219	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 219	9	2L4' T8/ELIG	60	2,000	9	RAB	BR30-7 5-840-DIM	Y	8	8	1,400
APT 219 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
APT 224 Add	4	Add Fixtures		2,000	4	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 224 add	2	Add Fixtures		2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 224 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
Electric RM	1	2L4' T8/ELIG	60	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
APT 221 Liv RM	4	2L4' T8/ELIG	60	2,000	4	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 221 Kit	6	Incandescent 65W	65	2,000	6	RAB	A19-10-E26-840-DIM	Y	19	19	1,400
APT 221 Kit	2	Incandescent 40W	40	2,000	2	RAB	A19-10-E26-840-DIM	Y	19	19	1,400
APT 221 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
APT 221 ADD	2	Add Fixtures		2,000	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 220	4	4L4' T8/ELIG	112	2,000	4	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 220	2	2L4' T8/ELIG	60	2,000	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 220 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
APT 220 Add hall	1	Add Fixtures		8,064	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	N	29	28	8,064
APT 215	5	CONTROL ONLY			5	CONTROL	CONTROL ONLY	Y			
APT 215	2	CONTROL ONLY			2	CONTROL	CONTROL ONLY	Y			
APT 215 Kit	2	CONTROL ONLY			2	CONTROL	CONTROL ONLY	Y			
APT 215 Closet	1	CONTROL ONLY			1	CONTROL	CONTROL ONLY	Y			
215 RR	1	2L4' T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
215 ADD	1	Add Fixtures		2,000	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	1,400
APT 217	5	4L4' T8/ELIG	112	2,000	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400

Project Scope

APT 217	2 2L4 T8/ELIG	60	2,000	2 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
217 RR	1 2L4 T8/ELIG	60	500	1 ALPHALITE	CBW-4L(40S2)840	Y	40	38	350
APT 216 Laundry	1 3L4 T8/ELIG	88	2,000	1 RAB	E2PAN2X4-30N/D10/LC	Y	30	29	1,400
Laundry	1 3L4 T8/ELIG	88	500	1 RAB	E2PAN2X4-30N/D10/LC	Y	30	29	350
APT 218	5 4L4 T8/ELIG	112	2,000	5 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 218	2 2L4 T8/ELIG	60	2,000	2 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 218 RR	1 2L4 T8/ELIG	60	500	1 ALPHALITE	CBW-4L(40S2)840	Y	40	38	350
Juniors CL	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
APT 211	5 4L4 T8/ELIG	112	2,000	5 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 211	1 2L4 T8/ELIG	60	2,000	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
211 RR	1 2L4 T8/ELIG	60	500	1 ALPHALITE	CBW-4L(40S2)840	Y	40	38	350
Gym	1 2L4 T8/ELIG	60	1,000	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	700
Closet	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
APT 212	5 4L4 T8/ELIG	112	2,000	5 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 212	2 2L4 T8/ELIG	60	2,000	2 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
APT 212 RR	1 2L4 T8/ELIG	60	500	1 ALPHALITE	CBW-4L(40S2)840	Y	40	38	350
Stairwell South	6 2L4 T8/ELIG	60	8,064	6 ALPHALITE	CBW-4L(40S2)840	N	40	38	8,064
Stairwell Closet	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	N	29	28	500
Public Access	1 2L4 T8/ELIG	60	1,000	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	700
Com Center Hall	8 3L4 T8/ELIG	88	8,064	8 RAB	E2PAN2X4-30N/D10/LC	N	30	29	8,064
Com Center Hall 2	4 32W COMPACT HW ELIG	34	8,064	4 RAB	PLC-9.5-O-840-DIR		10	10	8,064
North hall First Floor	4 2L4 T8/ELIG	60	8,064	4 ALPHALITE	CBW-4L(40S2)840	Y	40	38	5,645
North hall 1st Floor 2	6 2L4 T8/ELIG	60	8,064	6 ALPHALITE	CBW-4L(40S2)840	Y	40	38	5,645
RM 105 Storage	4 2L4 T8/ELIG	60	500	4 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
RM 105 Storage	1 4L4 T8/ELIG	112	500	1 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
Gym	10 400W METAL HALIDE	455	1,000	10 RAB Red 180	RAIL185W/D10/LC	Y	85	81	700
Closet	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
Elec Closet	1 2L4 T8/ELIG	60	200	1 ALPHALITE	CBW-4L(40S2)840	Y	40	38	140
RM 105	4 4L4 T8/ELIG	112	2,000	4 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
RM 106	2 2L4 T8/ELIG	60	2,000	2 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
RM 106 RR	1 2L4 T8/ELIG	60	500	1 ALPHALITE	CBW-4L(40S2)840	Y	40	38	350
RM 107	5 1L4 T8/ELIG	30	2,000	5 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
RM 107	3 2L4 T8/ELIG	60	2,000	3 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
Hall Man	2 2L4 T8/ELIG	60	8,064	2 RAB	E2PAN2X4-30N/D10/LC	N	30	29	8,064
Wic Office	6 6L4 T8/ELIG	174	2,600	6 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,820
Wic Office	1 2L4 T8/ELIG	60	2,600	1 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,820
Wic Office	5 6L4 T8/ELIG (2L Removed)	174	2,600	5 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,820
Wic Office Storage	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
RM 108	6 1L4 T8/ELIG	30	2,000	6 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
RM 104	4 6L4 T8/ELIG	174	2,000	4 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Lecture Hall	8 Incandescent 75W	75	8,064	8 RAB	A19-10-E26-840-DIM	N	19	19	8,064
Lecture Hall	10 Incandescent 65W	65	8,064	10 RAB	A19-10-E26-840-DIM	N	19	19	8,064
Storage	8 3L4 T8/ELIG	250	8,064	8 RAB	C9.5R20/25/329FAUNVVV	Y	10	10	5,645
Entrance	2 32W COMPACT HW ELIG	34	8,064	2 RAB	PLC-9.5-O-840-DIR		10	10	8,064
MCTC Office	2 2L4 T8/ELIG	60	2,600	2 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,820
Staff Lounge	3 2L4 T8/ELIG	60	2,600	3 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,820
RM 103	4 6L4 T8/ELIG	174	2,000	4 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
RM 103 Storage	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
RM 103 Closet	1 2L4 T8/ELIG	60	500	1 RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
RM 101	6 6L4 T8/ELIG	174	2,000	6 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Childrens RM	6 6L4 T8/ELIG	174	500	6 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
Womens	2 3L4 T8/ELIG	60	500	2 RAB	E2PAN2X4-30N/D10/LC	Y	30	29	350
Star A	6 2L4 T8/ELIG	60	8,064	6 ALPHALITE	CBW-4L(40S2)840	Y	40	38	5,645
Lower Level Hall South	4 2L4 T8/ELIG	60	8,064	4 ALPHALITE	CBW-4L(40S2)840	N	40	38	8,064
P+R	10 3L4 T8/ELIG	88	2,600	10 RAB	E2PAN2X4-30N/D10/LC	Y	30	29	1,820
P+R	8 26W Compact HW	26	2,600	8 RAB	C6R7/10/189FAUNVVV	Y	18	18	1,820
P+R	6 32W COMPACT HW ELIG	34	2,600	6 RAB	PLC-9.5-O-840-DIR		10	10	2,600
Hall North	5 2L4 T8/ELIG	60	8,064	5 ALPHALITE	CBW-4L(40S2)840	N	40	38	8,064
Hall North	4 2L4 T8/ELIG	60	8,064	4 ALPHALITE	CBW-4L(40S2)840	N	40	38	8,064
Main Area	4 2L4 T8/ELIG	60	4,300	4 RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	3,010

Project Scope

Dock	2	4L4 T8/ELIG	112	4,300	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	3,010
Storage	5	4L4 T8/ELIG	112	500	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
Audio Video Storage	2	2L4 T8/ELIG	60	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
Lower Gym Hall	10	13W Compact HW	13	8,064	19	RAB	A19-10-E26-840-DIM	N	19	19	8,064
Lower Gym	24	2L4 T8/ELIG	60	1,000	24	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	700
Lower Gym	6	4L4 T8/ELIG	112	1,000	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	700
Storage	2	1CFL 26W	28	500	2	RAB	SK12XL12RN	Y	12	12	350
Fine Arts	2	32W T8 (9) Lamps	288	1,000	2	RAB (9 Lamps)	T8-52-48G-840-EXT-4L-DIM LMP	Y-Existing	57	54	1,000
RM 11	6	6L4 T8/ELIG	174	2,000	6	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
		3L4 T8/ELIG						N			
Sprinkler RM	2	4L4 T8/ELIG	112	500	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
Men	1	2L4 T8/ELIG	60	500	1	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	350
Men	1	2L4 T8/ELIG	60	500	1	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	350
Switch Gear RM	2	4L4 T8/ELIG	112	576	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	403
P+R Office	6	6L4 T8/ELIG	174	2,600	6	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,820
Starwell B	6	2L4 T8/ELIG	60	8,064	6	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	5,645
RM 6	4	3L4 T8/ELIG	88	2,000	4	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,400
Elev Rm	1	2L4 T8/ELIG	60	500	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
Copy RM	4	3L4 T8/ELIG	88	500	4	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	350
Womans	1	3L4 T8/ELIG	88	500	1	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	350
P+R RM 10	6	3L4 T8/ELIG	88	2,600	6	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
P+R RM 9	7	3L4 T8/ELIG	88	2,600	7	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
RM 3	5	6L4 T8/ELIG	174	2,000	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
Dance Center	11	4L4 T8/ELIG	112	1,000	11	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	700
Art Gallery	2	4L4 T8/ELIG	112	1,000	2	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	700
Youth Services	4	4L4 T8/ELIG	112	2,600	4	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,820
Storage Closet Hall	1	4L4 T8/ELIG	112	500	1	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
Group RM	4	2L4 T8/ELIG	60	1,090	4	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	700
Warehouse Storage	1	4L4 T8/ELIG	112	500	1	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
Youth Office	3	4L4 T8/ELIG	112	2,600	3	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,820
Youth Office	3	3L4 T8/ELIG	88	2,600	3	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Program Cord	2	3L4 T8/ELIG	88	2,000	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,400
Program Cord	2	3L4 T8/ELIG	88	2,000	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,400
Cons Cord	2	3L4 T8/ELIG	88	2,000	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,400
Director	4	3L4 T8/ELIG	88	2,000	4	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,400
Youth Entrance	2	2L4 T8/ELIG	60	4,300	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	3,010
Office 1	2	3L4 T8/ELIG	88	2,600	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Office 2	2	3L4 T8/ELIG	88	2,600	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Office 3	4	2L4 T8/ELIG	60	2,600	4	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Office 4	2	3L4 T8/ELIG	88	2,600	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Office 5	2	3L4 T8/ELIG	88	2,600	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Office 6	4	3L4 T8/ELIG	88	2,600	4	RAB	EZPAN2X4-30N/D10/LC	Y	30	29	1,820
Hall	5	2L U - Tube 32W T8EE/EIEE	60	8,064	5	RAB	EZPAN2X2-17N/D10/LC	N	17	16	8,064
Hall Kit	3	2L U - Tube 32W T8EE/EIEE	60	8,064	3	RAB	EZPAN2X2-17N/D10/LC	N	17	16	8,064
Hall Storage	2	2L4 T8/ELIG	60	500	2	RAB	EZPAN2X2-17N/D10/LC	N	17	16	500
RR Hall	1	4L4 T8/ELIG	112	500	1	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	350
RR	2	2L4 T8/ELIG	60	500	2	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	350
Youth Services Ent	2	175W METAL HALIDE	205	4,300	2	RAB	W34-90L	Y	87	87	3,010
Front Entrance	4	100W MERCURY	100	4,300	4	RAB	A21-17-E26-850-ND	Y	21	21	3,010
Boys Entrance Rear	2	100W MERCURY	100	4,300	2	RAB	C8R1015/229FAUNVW	Y	22	22	3,010
APT 213	5	4L4 T8/ELIG	112	2,000	5	RAB	T8-52-48G-840-EXT-4L-DIM LMP	Y	57	54	1,400
APT 213	1	2L4 T8/ELIG	60	2,000	1	RAB	T8-26-48G-840-EXT-2L-DIM LMP	Y	29	28	1,400
213 RR	1	2L4 T8/ELIG	60	500	1	ALPHALITE	CBW-4L(40S2)/840	Y	40	38	350
Hall St Floor EM	6	2L4 T8/ELIG	60	8,064	6	ALPHALITE	CBW-4L(40S2)/840	N	40	40	8,064
P+R	2	2L4 T8/ELIG	60	2,800	2	RAB	EZPAN2X4-30N/D10/LC	Y	30	30	1,820
Womans	1	3L4 T8/ELIG	88	500	1	RAB	EZPAN2X4-30N/D10/LC	Y	30	30	350
Exterior Poles	4	175W METAL HALIDE	175	4,100	4	Rab	HID-54-EX39-850-BYP-PT/LC	Y	54	54	2,870
Apt 209		No Existing Fixture			5	ALPHALITE	CBW-4L(40S2)/840	Y	40	40	
Dimmers	147				147						
Control	62				62						

Project Scope

LC Gateway	3				3							
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MUNICIPAL LOAN AGREEMENT

Name of Borrower:	
Principal Place of Business:	
Project Name:	
Project Number:	

Section 1 Loan Agreement

THIS LOAN AGREEMENT (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy (Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and (Borrower) Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter and a customer assessment.

WHEREAS:

- a. Borrower desires to participate in the Municipal (Municipal) Program offered by Eversource.
- b. Borrower desires to receive an incentive from the Municipal Program (Municipal Program Incentive) to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement.
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors (Contractor).
- d. Borrower desires to obtain financing for the Energy Efficiency Project, and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

1. Loan:

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

2. Payment:

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled C&LM Loan Monthly Fee.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

3. Interest: Borrower understands that interest will not be applied under this Agreement.

4. Default: Borrower agrees and understands that the occurrence of any of the following events shall be a "Default":

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision of any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

5. Cure for Default for Borrower's Failure to Make Timely Payments: In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

EVERSOURCE

Customer Name:
Project Name: CT2

6. Late Payment Fees: Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

7. Acceleration:

- a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource the entire Loan Amount (including any fees) will be due and payable immediately.
- b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

8. Eversource's Legal Remedies:

- a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.
- b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

9. Joint and Several Liability: Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

10. Independent Contractor: Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

11. Warranties: Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

12. Tax Liability: Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

13. Energy Savings:

- a. Borrower agrees and understands that Eversource does not warrant that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**
- b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ("DPUC's") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

14. Elimination and/or Reduction of CEEF: Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

15. Indemnification: Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

16. Amendment: This Agreement may be modified or amended only by a writing executed by the Parties.

17. Third Parties: In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

18. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name
Project Name CT2

20. Notices: Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below

Eversource Energy Efficiency:
Eversource
107 Selden Street
Berlin, CT 06037
Attention: Thomas Martinez
Thomas.Martinez@eversource.com

With a copy to:
Eversource Service Company
Legal Department
107 Selden Street
Berlin, CT 06037
Attn: Jennifer Galiette Jennifer.Galiette@Eversource.com

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

21. Complete Agreement: This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.



Customer Name:
Project Name CT

Section 2

Project Name			Project Number CT		
Name of Borrower			Principal Place of Business		
Total Project Cost \$	Incentive \$	Loan Amount \$	Monthly Payment \$	No. of Months	Customer Unfinanced Balance / Buydown* \$

Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor
Name of Customer (print)	Name of Signer (print)
Date of Signature	Date of Signature
Customer Title (print)	Title of Signer (print)
Federal Tax ID or Social Security Number	Federal Tax ID or Social Security Number
Service Street Address	Contractor Street Address
Service City, State & Zip Code	City, State & Zip Code
Billing Street Address	Contractor Phone Number
Billing City, State & Zip Code	<input type="checkbox"/> Contractor verified customer's ID Please indicate Billing Preference below (required): <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number	
Customer Email Address	


Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

*Customer unfinanced balance to be paid at completion of project



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 12, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: "Click It or Ticket" Grant

The East Hartford Police Department is once again eligible to apply for funds from the State Department of Transportation through the "Click It or Ticket" Grant Program.

The town intends to apply for the grant, which will allow the East Hartford Police Department to once again participate in the statewide mobilization of the "Click It or Ticket" program. The program is a key tool in public awareness and enforcement for seat belt use. The grant amount is to be determined. There is no local match required.

Please place this information on the agenda for the October 19th, 2021 meeting for approval of the resolution as submitted.

Thank you.

C: Eileen Buckheit, Development Director
P. O'Sullivan, Grants Manager
Lt. Paul Nieves, EHPD

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 19th day of October, 2021.

RESOLUTION

WHEREAS, the Highway Safety Office of the state Department of Transportation (DOT) annually provides funding for the "Click-It or Ticket" seat belt enforcement program and;

WHEREAS, the "Click-It or Ticket" enforcement campaign is a key tool in public awareness and enforcement of safety belt use;

NOW THEREFORE LET IT BE RESOLVED; That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the state Department of Transportation as they pertain to this "Click-It or Ticket" program.

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

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ____ day of October, 2021.

Angela M. Attenello, Town Council Clerk

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2022 State DOT "Click it or Ticket" Grant

Funder: State Department of Transportation

Grant Amount: To be determined*

Frequency: ☐ One time ☒ Annual ☐ Biennial ☐ Other _____

First year received:	<u>2013</u>		
Last 3 years received:	<u>2021</u>	<u>2020</u>	<u>2019</u>
Funding level by year:	<u>\$11,370</u>	<u>\$11,600</u>	<u>\$11,500</u>

Is a local match required? ☐ Yes ☒ No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: The Click It or Ticket enforcement campaign is a key tool in public awareness and enforcement for safety belt use.

Results achieved: Increase awareness of and compliance with state safety belt laws

Duration of grant: One Year

Status of application: Under development

Meeting attendee: Lt. Paul Neves, x7616

Comments: 2022 grant amount was not available at the time of this writing. However, it is anticipated that the award will be in line with previous years.

GRANTS ADMINISTRATION MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager *PMO/S*
SUBJECT: Council Resolution for "Click It or Ticket" Grant
DATE: October 12, 2021

Attached is a draft resolution authorizing your signature of documents related to the Town's receipt of "Click It or Ticket" grant funds from the state Department of Transportation (DOT).

The East Hartford Police Department intends to participate once again in the statewide mobilization of the "Click It or Ticket" program. The Click It or Ticket enforcement campaign is a key tool in public awareness and enforcement for safety belt use. I have attached a fact sheet that explains the program in more detail.

Please note: while the attached information is dated 2018, it was the most current information available on the DOT website. As a result, the mobilization dates stated in the fact sheet do not correspond to this year's campaign.

I respectfully request that the attached Resolution be placed on the October 19th, 2021 agenda of the Town Council for their consideration.

Please contact me if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Lt. Paul Neves, EHPD



2018 *Click It or Ticket With a Border to Border Kick-Off*

Fact Sheet

CHANGE HABITS TO SAVE LIVES

Be a Part of the Progress

- From May 21-June 3, State and local law enforcement agencies across the Nation are stepping up enforcement to crack down on motorists who aren't wearing their seat belts.
- For this year's *Click It or Ticket* seat belt mobilization effort, the National Highway Traffic Safety Administration (NHTSA) is asking all States to participate in the kickoff event *Border to Border* (B2B), a 1-day national seat belt-awareness event coordinated by participating State highway safety offices and their respective law enforcement liaisons. The B2B program aims to increase law enforcement participation by coordinating highly visible seat belt enforcement and providing seat belt fact sheets for drivers at heavily traveled, highly visible State border checkpoints.
- The B2B kick off will include a 4-hour enforcement crackdown from 4-8 p.m. on Monday, May 21. The focus of B2B is on the nighttime hours, during which seat belt use is at its lowest. The operation will include both interstates and local roadways, and NHTSA is asking all States to participate this year.

Enforce Life-Saving Laws

- *Click It or Ticket* isn't about citations; it's about saving lives. In 2016, there were 10,428 unbuckled passenger vehicle occupants killed in crashes in the United States. To help prevent crash fatalities, we need to step up enforcement and crack down on those who don't wear their seat belts.
- Seat belt use is required by law for a reason: In 2016, seat belts saved an estimated 14,668 lives of occupants 5 and older. From 2012 to 2016, seat belts saved nearly 67,000 lives.
- If all passenger vehicle occupants 5 and older involved in fatal crashes had worn their seat belts, an additional 2,456 lives could have been saved in 2016 alone.

Face the Facts

- The national seat belt use rate in 2016 was 90.1 percent, which is good—but we can do better. The other 9.9 percent still need to be reminded that seat belts save lives.





- Among young adults 18 to 34 killed in crashes in 2016, more than half (57%) were completely unrestrained—one of the highest percentages for all age groups.
- Men make up the majority of those killed in motor vehicle traffic crashes. In 2016, 65 percent of the 23,714 passenger vehicle occupants who were killed were men. It comes as no surprise that men wear their seat belts at a lower rate than women do - 52 percent of men in fatal crashes were unrestrained, compared to 40 percent of women.
- High-visibility seat belt enforcement is important 24 hours a day, but nighttime is especially deadly for unbuckled occupants. In 2016, 56 percent of passenger vehicle occupants killed at night (6 p.m. - 5:59 a.m.) were not wearing their seat belts.

Bust the Myths

- Vehicle type: There seems to be a misconception among those who drive and ride in pickup trucks that their large vehicles will protect them better than other vehicles would in a crash. The numbers say otherwise: 61 percent of pickup truck occupants who were killed in 2016 were not buckled up. That's compared to 42 percent of passenger car occupants who were not wearing seat belts when they were killed. Regardless of vehicle type, seat belt use is the single most effective way to stay alive in a crash.
- Seating position: Too many people wrongly believe they are safe in the back seat unrestrained. Forty-seven percent of all front-seat passenger vehicle occupants killed in crashes in 2016 were unrestrained, but 57 percent of those killed in back seats were unrestrained.
- Rural versus urban locations: People who live in rural areas might believe that their crash exposure is lower, but in 2016, there were 13,732 passenger vehicle fatalities in rural locations, compared to 9,366 fatalities in urban locations. Out of those fatalities, 49 percent of those killed in the rural locations were not wearing their seat belts, compared to 46 percent in urban locations.

Click It or Ticket—Day and Night

- High-visibility seat belt enforcement is important 24 hours a day, but nighttime is especially deadly for unbuckled occupants. In 2016, 56 percent of passenger vehicle occupants killed at night (6 p.m. - 5:59 a.m.) were not wearing their seat belts.

Learn more about the *Click It or Ticket* mobilization at www.nhtsa.gov/ciot.



U.S. Department of Transportation
National Highway Traffic Safety Administration



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 14, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *Cur*
RE: RESOLUTION: 550 Burnside Avenue Sale

Redevelopment Agency has selected Habitat for Humanity of North Central Inc. as the redeveloper of 550 Burnside Avenue. Their plans are to build ten single-family homes.

Pursuant to Connecticut General Statutes section 8-137 of contract and purchase price, please place the sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity of North Central Connecticut, Inc. on the Town Council agenda for October 19th, 2021.

C: E. Buckheit, Development Director
R. Gentile, Assistant Corporation Counsel



TO: Mayor Marcia Leclerc

FROM: Eileen Buckheit, Development Director

DATE: October 15, 2021

RE: October 19, 2021 Town Council agenda item – 550 Burnside Avenue sale

I am respectfully requesting an item be placed on the October 19, 2021 Town Council agenda under new business.

Last year, the Town, on behalf of the Redevelopment Agency (RDA), advertised a request for proposal for two town-owned properties, 550 and 590 Burnside Avenue. RDA received the bids and requested that Habitat for Humanity proceed to a more detailed presentation to the Agency.

On October 6th, the RDA formally voted to recommend a sale to Habitat for Humanity of North Central Inc., in the amount of \$125,000. These funds will be placed in a dedicated fund as seed money for long-term maintenance of the homeowner's association.

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

OFFICE OF THE CORPORATION COUNSEL

Re: Sale of 550-560 Burnside

October 15, 2021

As you know, the Redevelopment Agency has selected Hartford Area Habitat for Humanity, Inc. (n/k/a Habitat for Humanity of North Central Connecticut, Inc.) ("Habitat") as the redeveloper of 550-560 Burnside Avenue. Habitat plans to build ten single-family homes on the site, pursuant to a Common Interest Community declaration. Consideration for the sale will be \$125,000. Rather than direct payment to the Town, however, such purchase price will be set aside in a dedicated account to be used by the redeveloper and/or the common interest community association, to make repairs to the roadway and other common elements within the development, and for the provision of services for property owners. This was done to respond to concerns previously raised by the Town Council concerning the cost of upkeep of the proposed development.

While the property to be sold is titled in the name of the East Hartford Redevelopment Agency, pursuant to Connecticut General Statutes Section 8-137, the Town Council must approve the sales price and form of contract prior to the Redevelopment Agency executing the contract, and selling the property. I would recommend that the Council adopt the following to begin the process of selling 550 Burnside Avenue to Habitat.

MOTION By _____
seconded by _____

That pursuant to C.G.S. Section 8-137, the East Hartford Town Council, **approve** the sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity of North Central Connecticut, Inc. (f/k/a Hartford Area Habitat for Humanity, Inc.), pursuant to the general terms and conditions of the attached purchase and sale agreement, as the same may be modified as deemed reasonable and necessary by the Office of the Corporation Council, for the sum of \$125,000, which sum will be placed in a dedicated account to be used pursuant to the terms of the purchase and sale agreement.

**CONTRACT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT**

AGREEMENT, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the ____ day of October , 2021, by and between the East Hartford Redevelopment Agency, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), established pursuant to Chapter 130 of the General Statutes of Connecticut, as amended (hereinafter called "Urban Renewal Act") and having its office at East Hartford Town Hall, 740 Main Street in the Town of East Hartford, (hereinafter called the "Town"), County of Hartford, and State of Connecticut 06108 and Habitat for Humanity of North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc., a Connecticut Corporation, having an address at 780 Windsor Street, Hartford, CT 06120 (hereinafter called the "Redeveloper").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of substandard, deteriorating or blighted areas in the Town, and in this connection is engaged in carrying out an urban renewal project known as the "Burnside Avenue Redevelopment Plan" (hereinafter called the "Plan" or "Project") in the area described in the Plan (hereinafter called "Project Area"); and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency a plan for the Project, approved by the Agency on August 25, 1997, and approved by the

Town Council of the Town on September 2, 1997, and recorded on the East Hartford Land Records (as it may hereafter be amended from time to time, hereinafter called "Urban Renewal Plan");

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area, known as 550-560 Burnside Avenue and more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the Agreement and the Urban Renewal Plan, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement are in the vital and best interests of the Town and the health, safety, morals, and welfare of its residents.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC.1 SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefore the sum of one hundred and twenty-five thousand and No /100s

Dollars (\$125,000), hereinafter called "Purchase Price", to be paid by wire transfer, bank cashier's check, or certified check simultaneously with the delivery of the deed and simultaneously deposited in a new account for the Common Interest Community Association formed by Redeveloper, for the upkeep of internal roadways and other common elements, in accordance with Paragraph 3 of the Agency's Resolution approved on October 6, 2021.

SEC.2 CONVEYANCE OF PROPERTY.

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject only to the following:

(i) Any and all easements for utilities, both public and private, sewers, water lines, streets and rights-of-way, as are contained in the Urban Renewal Plan;

(ii) Such reservations, encumbrances or restrictions set forth in the Urban Renewal Plan;

(iii) All provisions of any zoning ordinances enacted by the Town and any and all other provisions of municipal ordinances, regulations or public or private laws. The Agency will not create any further such easements, reservations, encumbrances or restrictions without consent of the Redeveloper; and

(iv) Any further matters to which the Property may be subject as set forth in Schedule B, attached hereto and made a part hereof.

The above-described title to the Property to be conveyed shall hereinafter be referred to as "Title" and the above-described exceptions to title to the Property shall hereinafter be referred to

as the "Permitted Exceptions."

(b) Marketable Title.

(i) If Agency is unable to convey good and marketable title to the Property to Redeveloper as herein required on the Closing Date then, and in that event, Agency shall, at its option, have a further period of thirty (30) days within which to perfect title. If, at the end of said period, Agency is unable to convey good and marketable title to the Property free and clear of all encumbrances, except for the Permitted Encumbrances, then Redeveloper may elect to accept such title as Agency can convey, upon the payment of the Purchase Price, or may on that ground terminate this Agreement. Upon such termination of this Agreement, Redeveloper shall be entitled to receive the Deposit (as hereinafter defined), and neither party shall have any further rights or obligations hereunder, except for those specifically provided herein to survive such termination.

(ii) Agency shall be conclusively deemed unable to convey good and marketable title to the Property pursuant to this Agreement in the event Redeveloper's title insurance company is unwilling to issue, at regular rates and without collateral support from the Agency in the form of guarantees, escrow, etc., an owner's title insurance policy in the amount of the Purchase Price, insuring good and marketable title to the Property in Redeveloper or its assignee or nominee, as of the date of recording the Deed to be delivered at closing, without exceptions other than the Permitted Exceptions. In the event that the Agency is unable to deliver such good and marketable title, then Redeveloper may terminate this Contract by written notice to the Agency and all amounts held by the Agency as Deposit shall be promptly returned to Redeveloper.

(c) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper within sixty (60) business days after the date of this Agreement (the “Closing” or “Closing Date”). Evidence of a commitment for mortgage financing, satisfactory to the Agency in its sole discretion shall be submitted upon execution of this purchase contract. Conveyance shall be made at the principal office of the Agency or at a location acceptable to the Agency. The Redeveloper shall accept such conveyance and pay the Purchase Price to the Agency at such time and place.

(d) Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the Redeveloper allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land, shall be apportioned between the Agency and the Redeveloper on the July 1 to June 30 fiscal year basis, as of the date of the delivery of the Deed.

(e) Recordation of Deed. The Redeveloper shall promptly record the Deed in the East Hartford Land Records.

(f) Title Evidence and Transfer Tax. The Redeveloper shall pay the cost of its own title insurance or title evidence, and shall further pay the cost of recording the Deed. The Agency will furnish conveyance tax forms reflecting exemption from conveyance taxes for conveyances by a governmental agency.

SEC.3 GOOD FAITH DEPOSIT.

(a) Amount. The Redeveloper has, prior to or simultaneously with the execution of the Agreement by the Agency, delivered to the Agency a good faith deposit of a certified check satisfactory to the Agency in the amount of twelve thousand and five hundred. (\$12,500.00),

(hereinafter called "Deposit"), as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention by the Agency as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement.

Deposit

(b) The deposit shall be held in escrow in accordance with the terms hereof by the Agency pursuant to its customary practice, and further, in accordance with Paragraph 3 of the Agency's Resolution approved on October 6, 2021.

(c) Application to Purchase Price. In the event the Redeveloper is otherwise entitled to return of the Deposit pursuant to paragraph (e) of this Section, upon written request of the Redeveloper the amount of the Deposit if paid in cash or by certified check shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(d) Retention by Agency. Upon termination of the Agreement as provided in Sections 703 and 704 hereof, the Deposit or the proceeds of the Deposit, if not theretofore returned to the Redeveloper pursuant to paragraph (e) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the Agency as provided in Sections 703 and 704 hereof.

(e) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Agency shall cause the Deposit to be returned to the Redeveloper as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Sections 702 and 703 hereof provided, or if title has not revested as in Section 704 hereof provided, the Agency shall return the Deposit to the Redeveloper within thirty (30) days after the issuance by the Agency to the Redeveloper of a certificate of completion evidencing completion of the Improvements on the Property, as provided in Section 308 hereof.

(f) Special Conditions. The following conditions will apply to the Property: Development of the Property will be consistent with Final Construction Plans as approved by Agency.

SEC.4 TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within **360 days** after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed by **December 1, 2025** after such date, subject, however, to applicable notice and cure periods set forth in Part II hereof.

SEC.5 FOR CERTAIN OTHER ACTIONS.

(a) Time For Submission of Preliminary Construction Plans and Draft of the Declaration for the Common Interest Community that will govern the creation and sale of 10 single family homes (units) on the Property. The Agency acknowledges that Preliminary Construction Plans and a Draft of the Declaration for the Common Interest Community that will govern the creation and sale of 10 single family homes (units) on the Property have been submitted and approved. The Agency shall approve Redeveloper's Final Construction Plans, provided that they are consistent with the approved Preliminary Construction Plans.

(b) Time for Submission of Final Construction Plans. The Redeveloper shall submit its "Final Construction Plans" (as defined in Section 301 hereof) to the Agency, pursuant to Section 301 hereof, within a reasonable time after the date of execution of this Contract.

(c) Time For Submission of Corrected Preliminary and Final Construction Plans. Except as provided in Paragraph (d) of this Section 5, the Redeveloper shall submit any new or corrected Final Construction Plans as provided for in Section 301 hereof within a reasonable time

after the date the Redeveloper receives written notice from the Agency of the Agency's rejection of the Final Construction Plans referred to in the latest such notice.

(d) Maximum Time for Approved Final Construction Plans/Time for Agency Action on Change in Preliminary and Final Construction Plans. The Agency may reject any change in the Preliminary and/or Final Construction Plans, as provided in Section 302 hereof, provided that it shall do so, if at all, within sixty (60) days after the date of the Agency's receipt of notice of such change.

(e) Time for Submission of Evidence of Equity Capital, and Mortgage Financing. The time within which the Redeveloper shall submit to the Agency, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, within a reasonable time after the date of written notice to the Redeveloper of approval of the Final Construction Plans by the Agency, or, if the Final Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, shall be not later than one hundred eighty (180) days after the expiration of thirty (30) days following the date of receipt by the Agency of the Final Construction Plans so deemed approved.

SEC.6 PERIOD OF DURATION OF COVENANT OF USE.

The covenant pertaining to the use of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until September 2, 2027, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenant shall terminate.

SEC.7 NOTICE AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the

other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at the address set forth above.

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at 740 Main Street, East Hartford, Connecticut, or at other address with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Notice shall be deemed to have been given as of the later to occur of the postmarked date or the date of confirmed receipt. The attorneys for the parties hereto are authorized to give any notices under this Agreement. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

SEC.8 SPECIAL PROVISIONS.

(a) Agents and Brokers. The parties hereto agree and warrant that they have dealt directly with each other in connection with the within described transfer. The Agency represents that there is no agent or broker entitled to a commission by reason of said transfer.

(b) Survival/Provisions of Agreement Binding on All Parties. The provisions of the Agreement shall survive the closing and shall be binding upon the Town, the Agency and the Redeveloper, and all successors in interest and assigns of the Town, the Agency and the Redeveloper.

(c) Environment Matters.

Upon the Closing and transfer of title, the Redeveloper waives and releases the Agency, its members, officials and employees from any claims arising or to arise from or related to the presence or alleged presence of asbestos or harmful or toxic substances in, on, under or about the Property including, without limitation, any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental and other conditions, or (iii) this Agreement of the common law.

Definition of "Hazardous Substance or Pollutant". For the purposes of this section, the terms "hazardous substance" and "pollutant" are defined by reference to 42 U.S.C. § 9601 et seq.

(d) Consent to Jurisdiction. Redeveloper agrees that the execution of this Agreement and the performance of its obligations hereunder shall be deemed to have a Connecticut situs, and Redeveloper shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Agency may commence hereunder. Accordingly, Redeveloper hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement.

(e) No Representations. Except as specifically set forth herein, the Agency makes no warranties or representations as to the Property. Redeveloper acknowledges that, except as expressly set forth in this Agreement, Agency has not made any representations or warranties concerning the condition or value of the Property, including but not limited to, its compliance with zoning, utilities, access, suitability for a particular use or compliance with local, state and federal statutes, including, without limitation, present compliance with applicable land use and

Environmental Laws. Redeveloper has not relied and will not rely on, and Agency is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property made or furnished by Agency or any agent of Agency to whomever made or given, directly or indirectly, verbally or in writing, unless specifically set forth herein. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Agency or by any partner, officer, person, firm, agent, or representative acting or purporting to act on behalf of Agency as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Agency makes no representations or warranties as to whether the Property is subject to or contains "Hazardous Substance or Pollutant" (as defined by reference to 42 U.S.C. § 9601) or pertaining to the extent, location or nature of the same or is in violation of any Environmental Law. Except as expressly set forth in this Agreement, the sale of the Property hereunder is and shall be "AS-IS," "WHERE IS," and "WITH ALL FAULTS" as of the Closing Date.

SEC.9 COUNTERPARTS.

This Agreement is executed in three (3) counterparts each of which shall constitute one and the same instrument.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and behalf by its Chairman and the Redeveloper has caused the Agreement to be duly executed, on or as of the day first above written.

Witnessed by:

EAST HARTFORD REDEVELOPMENT
AGENCY

By: _____

Name:

Title:

Habitat for Humanity of North Central Connecticut,
Inc. f/k/a Hartford Area Habitat for Humanity, Inc.

By: _____

Name: Karraine Moody

Title: Chief Executive Officer

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss. _____ 2021

Personally appeared _____, Chairman of the East Hartford Redevelopment Agency, signer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said agency, before me.

Commissioner of the Superior Court

Notary Public

My Commission Expires:

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss. _____, 2021

Personally appeared Karraine Moody, Chief Executive Officer of Habitat for Humanity of North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc. signer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said Corporation, before me.

Commissioner of the Superior Court

Notary Public

My Commission Expires:

SCHEDULE A
Description of Property

550-560 Burnside Avenue:

All that certain piece or parcel of land, together with the improvements located thereon, situated in the Town of East Hartford, County of Hartford, and State of Connecticut, known as 550-560 Burnside Avenue, which premises are shown on a survey on file in the Office of the Town Clerk of East Hartford, Map No. 994, entitled, "MADISON CONDOMINIUM Burnside Avenue East Hartford, Connecticut Gardner & Peterson Associates 575 Old Post Road, Tolland, Connecticut Professional Engineers Land Surveyors by M.L.T. Scale AS SHOWN Date 10/9/81 Sheet No. 2 of 27 Map No. 5773, Certified Substantially Correct Class A-2 Kenneth R. Peterson-L.S. 10819", and being more particularly bounded and described as follows:

COMMENCING: at a monument on the northerly side of Burnside Avenue which marks the southeasterly corner of the land herein described and the southwesterly corner of land now or formerly of Burnside Theater, Inc.;

THENCE: running along the northerly side of Burnside Avenue the following courses and descriptions:

N 86° 09' 49" W a distance of one hundred two and ninety-one hundredths (102.91) feet to a point;

N 85° 20' 48" W a distance of two hundred twelve and eighty one-hundredths (212.80) feet to a monument

THENCE: running N 10° 17' 24" E along land now or formerly of Gerald R. Lublin, Richard K. Lublin and Dennis N. Kantor, a distance of four hundred twenty-seven and twenty-eight one-hundredths (427.28) feet to a monument;

THENCE: running S 80° 39' 56" E along land now or formerly of Lawrence and Anna Catalai, a distance of forty-six and sixty-six one-hundredths (46.66) feet to a point;

THENCE: running N 9° 50' 43" E along land now or formerly of Lawrence and Anna Catalai, land now or formerly of Susan L. and William H. (II) Ahlers, and land now or formerly of Thomas G. Flint, partly along each, in all a distance of two hundred thirty and seventy-seven one-hundredths (230.77) feet to a markerstone;

THENCE: running S 89° 47' 51" E along land now or formerly of Arnold G. (Jr.) and Paulette L. Davis, a distance of eighty-nine and eighty-nine one-hundredths (89.89) feet to an iron pin;

THENCE: running along land now or formerly of Burnside Theater, Inc. the following two courses and distances:

S 09° 31' 24" W a distance of two hundred forty-five and seventy-four one-hundredths (245.74) feet to an iron pin;

S 81° 44' 51" E a distance of seventy-seven and twenty-nine one-hundredths (77.29) feet to an iron pin;

S 10° 41' 44" W a distance of one hundred thirty-four and seventy-eight one-hundredths (134.78) feet to a monument;

S 80° 49' 00" E a distance of ninety-nine and twenty-one one-hundredths (99.21) feet to a monument;

S 09° 52' 51" N a distance of two hundred sixty-six and twenty-seven one-hundredths (266.27) feet to a monument which is the point of beginning.

SCHEDULE B

(A) The provisions of that certain "Burnside Avenue Redevelopment Plan" prepared by and approved by the Agency on August 25, 1997, and approved by the Town Council of the Town of East Hartford on September 2, 1997, and recorded in the East Hartford Land Records, at Volume ___, Page ___, (as it may hereafter be amended from time to time, the "Renewal Plan"), the terms of which shall be deemed to apply to the Property to the greatest extent possible, including, without limitation, any and all easements for utilities, both public and private, sewers, water lines, streets rights-of-way, reservations, encumbrances and restrictions as may be set forth in the Renewal Plan, notwithstanding anything to the contrary, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited.

(B) All provisions of any ordinances, municipal or other governmental regulation or public or private law, including, without limitation, zoning ordinances.

(C) All provisions of that certain Contract for Sale of Land for Private Development (Parts I and II) (the "Contract for Sale") by and between Agency and Redeveloper of near date herewith, to be recorded in the land records of the Town of East Hartford, including, without limitation, the following provisions:

(i) Intentionally deleted.

(ii) From the date of this Deed until September 2, 2027, the period specified or referred to in the Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Renewal Plan, the Redeveloper shall:

(a) Devote the Property to, and only to, the uses (i) specified in the Renewal Plan and (ii) approved by the Agency in accordance with the provisions of Section 503B of the Contract for Sale, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited;

(b) Establish a Planned Unit Development structure under the Connecticut Common Interest Ownership Act wherein each owner of the single family homes (units) is a member, and wherein the Common Interest Ownership Association is responsible for the upkeep and maintenance of all common areas and improvements, including the exterior of each unit, the common buildings and community areas, the upkeep, maintenance, repair and plowing or clearing of internal roadways and sidewalks, and cutting of grass in an around each unit and all common areas;

(c) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and

(d) In all advertising (including signs) for sale and/or rental of the whole or

any part of the Property include the legend, "AN OPEN OCCUPANCY BUILDING" in type or lettering of easily legible size and design. The word "PROJECT" or "DEVELOPMENT" may be substituted for the word "BUILDING" where circumstances require such substitution.

(D) Further sale or transfer of the Property is restricted in the manner more particularly set forth in Section 503A of the Contract for Sale.

(E) From the date of this Deed until the date specified in paragraph (C)(ii) above, Redeveloper shall not enter into any leases of the Property or any portion thereof, nor permit any party to occupy same, nor shall any person occupy the Property unless the proposed use of such tenant or occupant has been disclosed in writing to the Agency and the Agency has approved, in writing, such use, which approval shall not be unreasonably delayed or withheld. In determining whether to approve a proposed use, the Agency shall be entitled to consider such factors and apply such standards as are reasonable in light of the purposes of the Renewal Plan and the health, safety and welfare of the community.

PART II

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SEC. 101. Intentionally deleted.

SEC. 102. Intentionally deleted.

SEC. 103. Intentionally deleted.

SEC. 104. Waiver of Claims and Joining in Petitions by Redeveloper. Intentionally deleted.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201 Right of Entry for Utility Service. Intentionally deleted.

SEC. 202. Redeveloper Not to Construct Over Utility Easements. Intentionally deleted.

SEC. 203. Access to Property. Prior to the conveyance of the Property by the Agency to the Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency and the Town access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 301. Plans for Construction of Improvements.

(a) Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws and regulations, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited.

(b) As promptly as possible after the date of the Agreement, and, in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency, for approval by the Agency, maps, plans, profiles, specifications and supporting documentation, including but not limited to a draft Common Interest Ownership Act Declaration for the improvements (which maps, plans, profiles, specifications and supporting documentation are, except as otherwise clearly indicated by the context, hereinafter collectively

called "Preliminary Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, which Preliminary construction Plans must be in accordance with the provisions of the Urban Renewal Plan and the Agreement and which Preliminary Construction Plans shall indicate the general nature of the improvements with respect to the following elements; (i) Site - including the existing and proposed grades or elevations of the Property, the size and shape of the buildings and their location, the location of parking, loading areas, driveways and landscaped areas, etc.; (ii) Buildings - including plans of all levels of such buildings showing floor elevations and general layout of interior spaces, elevations of all facades showing heights, materials, finish and signs, and cross-sections including nature of construction; and (ii) Specifications - including the buildings, footings and foundations, parking and other paved areas outside the buildings, and landscaped areas including plant materials with sizes and species proposed. The Agency shall, if the Preliminary Construction Plans originally submitted conform to the requirements hereinabove provided, and to the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Preliminary Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be required. Such written approval accompanies this Agreement.

(c) As promptly as possible after approval of the Preliminary Construction Plans as provided in Paragraph (b) of this Section, and, in any event, no later than the time specified therefor in Paragraph (b), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency, for approval by the Agency, plans, drawings, specifications, and related documents, and the proposed construction schedule, all in final form (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Final Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the approved Preliminary Construction Plans, the provisions of the Urban Renewal Plan and the Agreement. The Agency shall, if the Final Construction Plans originally submitted conform to the approved Preliminary Construction Plans, the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Final Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be requested except with respect to any material change. Such Final Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the Agency, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Agency. If the Agency so rejects the Final Construction Plans in whole or in part as not being in conformity with the approved Preliminary Construction Plans, the Urban Renewal Plan or the Agreement, the Redeveloper shall submit new or corrected Final Construction Plans which are in conformity with the approved Preliminary Construction Plans, the Urban Renewal Plan and the Agreement, within the time specified therefor in Paragraph (c), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Paragraph (c) relating to approval, rejection, and resubmission of corrected Final Construction Plans hereinabove provided with respect to the original Final Construction Plans shall continue to apply until the Final Construction Plans have been approved by the Agency: Provided, That in any event the Redeveloper shall submit Final Construction Plans which are in conformity with the approved Preliminary Construction Plans, the requirements of the Urban Renewal Plan and the Agreement, as determined by the Agency, no later than the time specified therefor in Paragraph

(d), Section 5 of Part I hereof. All work with respect to the improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Final Construction Plans as approved by the Agency.

(d) The term "Improvements", as used in the Agreement, shall be deemed to have reference to the improvements as provided and specified in the Preliminary and Final Construction Plans as so approved, including plans and descriptions set forth in the Declaration of Common Interest Ownership Community that will govern the ownership, upkeep and maintenance of the ten single family homes (units) that will be built by Redeveloper hereunder.

SEC. 302. Changes in Preliminary and Final Construction Plans. If the Redeveloper desires to make any change in the Preliminary and/or Final Construction Plans, or the Common Interest Ownership Act Declaration for the

Improvements after their approval by the Agency, the Redeveloper shall submit the proposed change to the Agency for its approval. If the Plans, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved Plans, the Agency shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Plans shall, in any event, be deemed approved by the Agency unless rejection thereof, in whole or in part, by written notice thereof by the Agency to the Redeveloper, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (d), Section 5 of Part I hereof.

SEC. 303. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the Agency of the Final Construction Plans, and, in any event, no later than the time specified therefor in Paragraph (e), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency, in the form of its financial statements and letters from financing institutions, that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements.

SEC. 304. Approvals of Preliminary and Final Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance. The submission of Preliminary and Final Construction Plans and their approval by the Agency as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Agency to convey the Property to the Redeveloper.

SEC. 305. Commencement and Completion of Construction of Improvements. The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period specified in such Section 4. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or

otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 306. Burnside Avenue Signage. Prior to commencement of construction of the Improvements and until construction of the Improvements has been completed, the Redeveloper shall, at its own expense, erect a sign at the Property, in a manner, form and location satisfactory to the Agency in its reasonable discretion, which (i) is at least four (4) feet by eight (8) feet in size; (ii) acknowledges (1) the then current Mayor of the Town of East Hartford, which, as of even date herewith, is _____; (2) the then current Chairman of the East Hartford Redevelopment Agency, which, as of even date herewith, is _____; (3) that the Property is being improved in accordance with the Town of East Hartford Redevelopment Agency Burnside Avenue Corridor Redevelopment Plan; and (4) _____; and (iii) displays the East Hartford Town Seal ("Seal"), such Logo and Seal to be provided by the Agency to the Redeveloper at or prior to Closing..

SEC. 307. Progress Reports. Subsequent to conveyance of the Property or any part thereof, to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 308. Certificate of Completion.

(a) Promptly after completion of the Improvements (or, as applicable, each unit in the common interest community) in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

(b) Intentionally deleted.

(c) Each certification provided for in this Section 308 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the Agency shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Agency shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provision of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY.

SEC. 401. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

(a) Devote the Property to, and only to, the uses (i) specified in the Urban Renewal Plan and (ii) approved by the Agency in accordance with the provisions of Section 503B of the Contract for Sale, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited;

(b) Establish a Planned Unit Development structure under the Connecticut Common Interest Ownership Act wherein each owner of the single family homes (units) is a member, and wherein the Common Interest Ownership Association is responsible for the upkeep and maintenance of all common areas and improvements, including the exterior of each unit, the common buildings and community areas, the upkeep, maintenance, repair and plowing or clearing of internal roadways and sidewalks, and cutting of grass in an around each unit and all common areas;

(c) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and

(d) In all advertising (including signs) for sale and/or rental of the whole or any part of the Property include the legend, "AN OPEN OCCUPANCY BUILDING" in type or lettering of easily legible size and design. The word "PROJECT" or "DEVELOPMENT" may be substituted for the word "BUILDING" where circumstances require such substitution.

SEC. 402. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the Town and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession

or occupancy of, the Property or party thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 403. Agency and Town Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Agency, the Town and their respective successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and Town, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency or the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency and the Town shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Redevelopment. The Redeveloper represents and agrees that its purchase of the Property and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of

(a) the importance of the redevelopment of the Property to the general welfare of the community.

(b) the substantial financing and other public aids that have been made available by law and the Town for the purpose of making such redevelopment possible; and

(c) the fact that any act or transaction involving or resulting in a change in the ownership with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,

the qualifications and identify of the Redeveloper, and its stockholders and/or partners, are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identify that the Agency is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 502. Prohibition Against Transfer of Shares of Stock or Membership or Partnership Interests. For the foregoing reasons, the Redeveloper represents and agrees for itself,

its stockholders, members and/or partners, and any successor in interest of itself and its stockholders, members and/or partners, respectively, that: Prior to completion of the Improvements as certified by the Agency, and without the prior written approval of the Agency, (a) there shall be no transfer by any party owning 10 percent or more of the membership or beneficial interest in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such interest therein), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Redeveloper, or by any owner of 10 percent or more of the membership or beneficial interest therein, any other similarly significant change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new membership, partnership interests, stock classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing the Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders, members and/or partners to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 503A Prohibition Against Transfer of Property and Assignment of Agreement.
Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and

(2) subject to the provisions of Sec. 503B as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency; Provided, That, prior to the issuance by the Agency of the certificate provided for in Section 308 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate, a copy of which agreement must be submitted to the Agency prior to the execution thereof.

(b) The Agency shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper under the Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part); Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such transfer or change.

(3) There shall be submitted to the Agency for review all instruments and other legal documents involved in effecting transfer; and if approved by the Agency, its approval shall be indicated to the Redeveloper in writing.

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 503) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Agency shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it

is in excess of the amount so authorized, belong to and forthwith be paid to the Agency.

(5) The Redeveloper and its transferee shall comply with such other conditions as the Agency may find desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, That in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof, prior to completion of the Improvements, shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

SEC. 503B. Until the date specified or referred to in Section 6 of Part I, the Redeveloper, and each successor in interest to the Property, shall not convey any portion of the Improvements except as the same are allowed pursuant to the terms hereof and except as permitted pursuant to the Declaration for the Common Interest Ownership community that will be established with respect to the ten (10) single family homes (units) that Redeveloper has agreed to construct hereunder.

SEC. 504. Information As to Members, Stockholders and Partners. In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the Redeveloper agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the Agency, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the membership, ownership of stock or partnership interests, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the Redeveloper, setting forth all of the stockholders, members or partners of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the membership, stock or partnership interests in the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed until the issuance of a certificate of completion for all the Property.

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 601. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the Agency, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or

operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Agency, is not inconsistent with the purposes of the Urban Renewal Plan and the Agreement and is approved in writing by the Agency.

SEC. 602. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement to the contrary, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions on the Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan or in the Agreement.

SEC. 603. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under the Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the Agency.

SEC. 604. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in the Agreement, the Improvements on the Property or the part thereof to

which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Agency, to a certification or certifications by the Agency to such effect in the manner provided in Section 308 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SEC. 605. Agency's Option To Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under the Agreement, the holder of any mortgage on the Property or part thereof:

(a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; and

(b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Agency so to so,

the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 606. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at

its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by the Agreement.

SEC. 607. Mortgage and Holder. For the purposes of the Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. Termination by Redeveloper Prior to Conveyance. In the event that:

(a) the Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

(b) the Redeveloper shall, after preparation of Construction Plans satisfactory to the Agency, furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the Agency of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success.

then the Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency, and, except with respect to the return of the Deposit as provided in Paragraph (e), Section 3 of Part I hereof, neither the Agency nor the Redeveloper shall have any

further rights against or liability to the other under the Agreement.

SEC. 703. Termination by Agency Prior to Conveyance. In the event that

(a) prior to conveyance of the Property to the Redeveloper and in violation of the Agreement:

(i) the Redeveloper (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property, or

(ii) there is any change with respect to identity of the parties in control of the Redeveloper or the degree thereof; or

(b) the Redeveloper does not submit Final Construction Plans, as required by the Agreement, or evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement thereof; or

(c) the Redeveloper does not pay the Purchase Price and take title to the Property upon tender of conveyance by the Agency pursuant to the Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Agency,

then the Agreement, and any rights of the Redeveloper, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the Agency or the Property, shall, at the option of the Agency, be terminated by the Agency, in which event, as provided in Paragraph (c), Section 3 of Part I hereof, the Deposit shall be retained by the Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Agency

(a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do, provided that such time shall be further extended if delay is caused by interceding acts of God or force majeure; or

(b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be

made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do, provided that such time shall be extended if Redeveloper is in good faith and with diligence contesting any of the foregoing; or

(c) there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change with respect to the identify of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper,

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revert in the agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency; provided, that such condition subsequent and any revesting of title as a result thereof in the Agency:

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in Section 308 hereof.

In addition to, and without in any way limiting the Agency's right to reentry as provided for in the preceding sentence, the Agency shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the Redeveloper as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Agency of title to the Property or any part thereof as provided in Section 704, the agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leaseholder interests as in Section 704 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and

responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements instead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the Town, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount if paid, equal to such taxes, assessments, or charges (as determined by the East Hartford Assessor as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successors or transferee; and

(b) Second, to reimburse the Redeveloper, its successor or transfer, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the case actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 706. Other Rights and Remedies of Agency; No Waiver by Delay. The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record in the East Hartford Land Records a written declaration of the termination of all the right, title, and interest of the Redeveloper, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with the Agreement, and for which a certificate of completion as provided in Section 308 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof) its successors in interest and assigns, in the Property, and the reverting of title thereto in the Agency.

SEC. 707. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event

of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Agency: Provided, That the party seeking the benefit of the provisions of this Section shall, within a reasonable time (not to exceed thirty (30) days) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 708. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; Agency Representatives Not Individually Liable; Redeveloper Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement or under any claim or cause of action arising from or relating to this agreement. No employee of the Redeveloper shall be personally liable to the Agency, in the event of any default or breach by the Redeveloper, in the absence of fraud, misrepresentation or willful misconduct. The terms of this Section shall survive the Closing and transfer of title.

SEC. 802. Equal Opportunity in Construction Employment. The Redeveloper for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Redeveloper will include the provisions of Paragraphs (a) through (c) of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

SEC. 803. Flood Insurance. Intentionally deleted.

SEC. 804. Provisions Not Merged with Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provision and covenants of the Agreement.

SEC. 805. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and behalf by its Chairman and the Redeveloper has caused the Agreement to be duly executed, on or as of the day first above written.

Witnessed by:

EAST HARTFORD REDEVELOPMENT
AGENCY

By: _____

Name:

Title:

[Habitat for Humanity of North Central Connecticut,
Inc., f/k/a Hartford Area Habitat for Humanity, Inc. _____]

By: _____

Name:

Title:

STATE OF CONNECTICUT)

)

ss. _____ 2021

COUNTY OF HARTFORD)

Personally appeared _____, Chairman of the East Hartford
Redevelopment Agency, signer of the foregoing instrument, and acknowledged the same to be
her free act and deed and the free act and deed of said agency, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

)

ss. _____, 2007

COUNTY OF HARTFORD)

Personally appeared Karraine Moody, Chief Executive Officer of Habitat for Humanity of
North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc., signer of the
foregoing instrument, and acknowledged the same to be her free act and deed and the free act and
deed of said Corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Town of East Hartford
Boards and Commissions
Application



Date: Oct 11, 2021

Name: Hazelann B. Cook
Your name exactly as it appears on the E. Hfd. Voter Registration List

Address: 329 Long Hill Street Apt.# Zip 06108

Home Phone: 860-291-0656 Email: bha.hazel@aol.com

Cell Phone: 203-494-8836 Years as an E. Hartford Resident: Life Long

Occupation: Executive Director Employer: Hamden Housing Authority
Employer/Work Address

Formal Education/Certifications: High School attended many classes for Certification

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

Name of board or commission you wish to serve on: E.H. Housing Commission

Interest statement:

Your reason for being interested in serving our Town in this capacity

Current member & have extensive Housing Background

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

Have been in Housing for over 38 years

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: Hazelann B. Cook

Date: Oct 11th 2021

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 ☐



TO: Richard F. Kehoe, Chair

FROM: Marcia A. Leclerc, Mayor 

DATE: October 14, 2021

RE: REFERRAL TO FEES COMMITTEE-Setting of Fees for Senior Center rental

As you know the Town of East Hartford has just successfully opened the new Senior Center. The Center has had overwhelming interest in the rental of the banquet area for times when the facility would not be in use by the center. To advance the potential of rentals I would ask the fees committee take on the discussion and setting of the fees for rental under the following scenarios.

- Rental of Room only, establishment of rental times and costs. (Exclusion of commercial kitchen space) must include fees to cover two on-site staff to control access to building and potential needs and cleanup costs associated with room cleanup.
- Rental & use of the demonstration room
- Rental & Use of the commercial kitchen space only
- Rental & use the banquet room, (Including commercial kitchen space) must include fees to cover two on-site staff to control access to building and potential needs and cleanup costs associated with room cleanup.

Additionally, I ask that the subcommittee take up the issue of a preferred caters list. Given the extensive costs and commercial nature of the kitchen equipment it would be wise to create a Preferred Cater List. A list of three or more caterers that are vetted by the town, hold appropriate food services licenses, appropriate insurance coverage and demonstrate the proper knowledge, care and cleanliness associated with preparation and cooking in a commercial kitchen.

I also would like to ensure that the costs include two onsite town staff to address issues that may arise when the building is use after hours or on nights and weekend.

The room capacity has been set by the Fire Marshal and is: Banquet Room maximum capacity 230 standing (no chairs or tables) and 170 seated with tables and chairs. The room divided capacity is ½ Banquet Room 132 standing and seated with a maximum of 13 tables, Media Room 98 standing and 70 seated with maximum of 10 tables.

In regards to times of operation I would ask that there be consideration for insuring that all events and the building are cleared by early evening knowing that the facility is in a residential neighborhood and has a quality of life impact.

Rental Times and Fees

Rental of the East Hartford Senior Center will be on Weekends between the hours of 9:00 am and 9:00 pm. Evening rentals available from 5:00 pm to 9:00 pm. The Senior Center is not available to rent Monday through Friday from 8:30 am to 4:30 pm. All times of rentals are subject to change based upon Senior Center planned events.

Room & Occupancy	Profit	Non-profit	Resident	Out of Town
Dining Room/132	\$200/hr.	\$150/hr.	\$150/hr.	\$200/hr.
Media Room/98	\$200/hr.	\$150/hr.	\$150/hr.	\$200/hr.
Dining & Media Room/230	\$250/hr.	\$200/hr.	\$200/hr.	\$250/hr.
Café/90	\$150/hr.	\$100/hr.	\$100/hr.	\$150/hr.
Tech Hub/43	\$100/hr.	\$75/hr.	\$75/hr.	\$100/hr.
Café & Tech Hub/133	\$200/hr.	\$150/hr.	\$150/hr.	\$200/hr.
Craft Room/24	\$75/hr.	\$50/hr.	\$50/hr.	\$75/hr.
Group Exercise Room/34	\$75/hr.	\$50/hr.	\$50/hr.	\$75/hr.
Conference Room/12	\$50/hr.	\$25/hr.	\$25/hr.	\$50/hr.
Kitchen – additional charge	\$50	\$50	\$50	\$50
Staff member – additional charge per hour per staff	\$20/hr./staff	\$15/hr./staff	\$15/20hr.	\$20/hr.
Security Deposit	\$250	\$250	\$250	\$250
Set up	\$50 /hr.	\$40 /hr.	\$40/hr.	\$50/hr.
Dance Floor set up	\$250	\$200	\$200	\$250
Total Cost				

Room occupancy is based upon standing room only.

Veterans Memorial Clubhouse: Rentals 5 Hours, additional set up charge is \$20/hr.

Resident \$350 Non-resident \$450 Deposit \$200 (Ballroom, 110 seated)

Dining Room

Resident \$275 Non-resident \$350 Deposit \$200 (Dining Room 40 seated)

Ballroom & Dining Room Combo

Resident \$625 Non-resident \$800 Deposit \$200 (seats 150),

Community Cultural Center, Rentals are 4 hours

Meeting Rooms: Resident \$60 and additional \$15/hr., Non-Resident \$80/\$20/hr, Business \$225/\$57/hr

Auditorium Resident: \$200 and additional \$50/hour, Non-Resident \$300/\$75hr, Business \$450/\$133

Dance Studio: Residents \$100/\$25/hr., Non-Residents \$140/35, Business \$300/\$75/hr

East Hartford Senior Center

Data updated June 2021	East Hartford SC	South Windsor CC	Simsbury SC	Ellington SC	Madison SC	Berlin CC	Granby SC/YC	Hebron SC	Hamden SC	Branford SC	Vernon SC	American Legion
Room to Rent & Capacity												
Dining Room	\$150 an hour/106	N/A	N/A	N/A	N/A	N/A	N/A	Available for 3 hrs. total	\$30 per hr.	N/A	Does not rent out	N/A
Media Room	\$150 an hour/60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dining Room & Media Room	\$200 an hour/106	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$35 per hr.	N/A	N/A	N/A
Conference Room	\$25 an hour/32	N/A	N/A	N/A	Meetings/\$10 an hr./22	N/A	N/A	N/A	\$10 per hour	N/A	N/A	N/A
Craft Room	\$25 an hour/24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cafe	\$100 an hour/44	N/A	N/A	N/A	\$75 an hr/85	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Auditorium	N/A	N/A	4hrs \$800, \$150 an hr./200	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Library	\$75 an hour/28 (TECH Hub)	Non-profit no charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Activity/Meeting Room	\$25 an hour/34 (Group Ex)	Non-profit no charge	4hrs \$35, \$15 an hr./50	*\$20-\$60 per hr/49	Meetings/\$10 an hr./11	N/A	1st 3x free/\$70/20	N/A	\$25 per hr.	\$25/2 hrs \$15 additional	N/A	\$150 for 4 hrs./30
Community Multi Purpose Room	N/A	N/A	N/A	*\$20-\$60 per hr/78	Meetings/\$10 an hr./8-22	\$50-\$100 an hr./165	1st 3x free/\$70/100	Nonprofit no fee/60	\$50 per hr.	N/A	N/A	N/A
Banquet/Great Room	N/A	\$85 per hr./130	4hrs \$200, \$50 an hr./156	*\$20-\$60 per hr/124	N/A	N/A	N/A	N/A	\$55 per hr.	N/A	N/A	\$600 for 4 hrs./150
User agreement & Policy												
Booking/cancellation Policy	Yes	Yes	Yes	Yes	Yes - Fees associated	First come First Served	Must notify group if cancel	N/A	Yes	N/A	N/A	Lose security deposit if cancel
Fees Due	Upon reservation	Due at reservation	7 Days prior to event	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Adult supervision	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	7 Days prior to event	N/A	N/A
Open Flames	Not Allowed	Not allowed	Not allowed	Not allowed	Not allowed	N/A	N/A	Not allowed	N/A	N/A	N/A	N/A
Alcohol	Not Allowed	Not allowed	Not allowed	Not allowed	Yes \$100 for permit	Not Allowed	Not allowed	Not allowed	Not allowed	N/A	N/A	Permitted
Set Up & clean up	Additional fee	part of rental time	Part of rental time	N/A	can pick up supplies next day by 9	N/A	Fee if clean up not done	Responsibility of applicant	By custodian	N/A	N/A	N/A
Gambling	Not Allowed	Not allowed	N/A	Not allowed	N/A	N/A	N/A	Not allowed	N/A	N/A	N/A	N/A
Animals	Not Allowed	N/A	Service animals only	Not allowed	N/A	N/A	N/A	Not allowed	N/A	N/A	N/A	N/A
Push pins/tacks	Not Allowed	Not allowed	See Guidelines	Not allowed	N/A	N/A	Not allowed	Not allowed	N/A	N/A	N/A	N/A
Smoking	Not Allowed	Not allowed	Not allowed	Not allowed	N/A	Not Allowed	Not allowed	Not allowed	Not allowed	N/A	N/A	N/A
Staff on Premises	Yes	Yes	N/A	Yes	Yes	Yes	No	No	Yes	No	N/A	N/A
Cancellation	2 Weeks prior	2 weeks before event	24 hours before event	14 days prior to event	14 days prior to event	N/A	N/A	N/A	24 hrs before event	N/A	N/A	N/A
Additional Fees												
Security Deposit	\$250	\$200	\$250	\$100	\$400	N/A	\$200	N/A	N/A	N/A	N/A	\$50-\$200
Cancellation Fee	\$50	\$50	\$50	No	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Kitchen Fee	\$50	None - to cook \$100	\$35 Wkday \$100 Wkend	Only by licensed Caterer	30 days \$25/21 days 50%	\$25 an hr	No - Re-heat food only	No - Re-heat food only	Food cert/no pot luck	Not available	N/A	Only to re-heat
for profit	Additional fees	Non-profit, no fee	Only non-profit can rent	Different fees	N/A	Different Fees	Only non-profit can rent	Only Non-profit	Non profit no fee	Non-profit	N/A	N/A
Non-resident	Additional Fee	Non-resident \$100	50% residents	Different fees	N/A	Different Fees	N/A	N/A	N/A	N/A	N/A	N/A
Town Usage	Free	N/A	N/A	N/A	N/A	No Fee for Town Usage	N/A	N/A	Takes precedence	No fee for Municipal group	N/A	N/A
Processing/Building Fee	N/A	No	No	No	\$10 for regular meetings	No	No	No	M-F no charge/wkend45	No	N/A	N/A
Staff Fee	\$40 an hour	N/A	N/A	\$15 hour extra custodian	Optional \$120 4hr. Cust.	For after hour events	\$25 per hr clean up fee	No	Custodianfee \$35-\$75 hr.	No	N/A	N/A
Additional Fees	Yes								199+ chair add fee		N/A	N/A
Additional Data												
Limited Number of Uses	TBD	No	No	No	No	No	Yes - 3 per year	No	N/A	No	N/A	N/A
Who Can rent	TBD	Anyone	Only Non-profit	Different Fees	Anyone	Anyone - different fees	Only Non-profit	Only Non-profit	Anyone	Only Non-profit	N/A	Anyone
Type of Event	Information Required	Information Required	N/A	N/A	Meetings only	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DJ or Band	N/A	Information Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Equipment	Some available	Some available	N/A	Must Use own equipment	Yes	N/A	Must use own equipment	Permission needed	N/A	N/A	N/A	N/A
Days & Hours available to rent	Wkends 9-9 & wkday 5-9	Sat. & Sun. 10am - 10pm	M-R 8:30a- 10p F-sa to 11p	Wday, Wkend, Wknight	M-S 8:30am-10:00 pm	N/A	M-F no later than 10:30 pm	M-R after 4:30 F after 1	S-Sa 7am-10pm	M-R after 5pm	N/A	N/A
Liability Insurance	Yes	Required	Required	Required	Required	N/A	Required	Required	Required	Required	N/A	Not Required
Activity Fee to Attend event	Not Allowed	Non-Profit can charge	N/A	Need permission	Permitted	N/A	N/A	Not permitted	N/A	N/A	N/A	N/A
Food Permitted	Warm up only	Yes	Yes w/ food permit	Yes in designated area	Yes	N/A	Yes in designated area	Yes	Only in foyer & social hall	No	N/A	Yes
Forms available on line	TBD	Yes	Yes	No	Yes	No	No	No	Yes	No	N/A	No



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 12, 2021
TO: Richard F. Kehoe, Chair
FROM: Marcia A. Leclerc, Mayor *ML*
RE: REFERRAL: Stub Street

The Town of East Hartford has several stub streets throughout town that were once utilized and reserved for a variety of reasons and purposes. Over the years the town has been fortunate to find adjacent property owners who are interested in acquiring the property for expansion or able to deploy better property maintenance that improves the overall look and character of the neighborhood.

One such property exists on Margery Drive. The property has recently been identified as a stub road that should be Investigated as a possible sale to the abutting property owners. Therefore, please refer the said property that lies between 19 & 31 Margery Drive to the Real Estate Acquisition subcommittee for possible disposition to abutting property owners.

CC: John Lawlor

MARCIA A. LECLERC
MAYOR

JOHN P. LAWLOR JR.
DIRECTOR

TOWN OF EAST HARTFORD
Department of Public Works
1 Ecology Drive
East Hartford, Connecticut 06108

TELEPHONE
(860) 291-7374

FAX (860) 291-7370

www.easthartfordct.gov

October 14, 2021

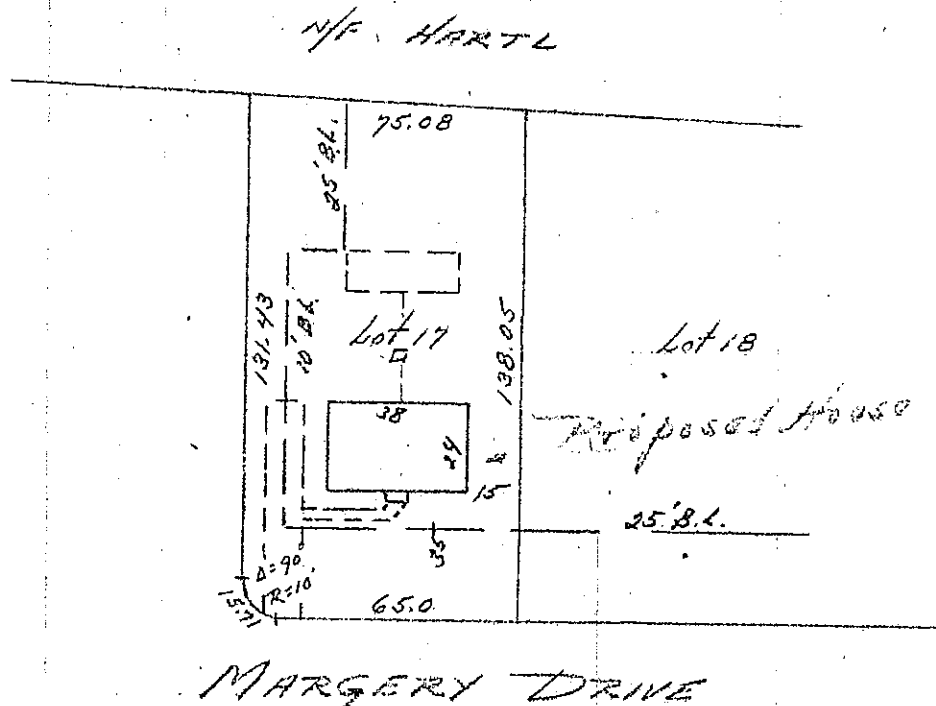
MEMO TO: Marcia A. Leclerc, Mayor
FROM: John P. Lawlor, Jr., Director
RE: Disposition of Town-owned Parcel, Margery Drive

I have reviewed the subject Town-owned parcel located on the south side of Margery Drive and abutting 19 Margery Drive.

The subject parcel appears to be an access way to the nearby Synergy Alternative High School, but does not appear to be used for that purpose. A check by the Assistant Town Engineer did not reveal any easement or other constraint that might have bearing on the matter. There are no inland wetlands or watercourses on the parcel, nor is it in any flood zone. There are no Town storm drains on or near the parcel. Utility mapping does not indicate the presence of any underground water, gas or electric lines on the parcel.

Accordingly, I recommend that this matter be referred to the Council's Real Estate Committee to consider the disposition of the parcel.

Magnetic North



PROPERTY OF
JAMES A. MCCARTHY
No. 19 MARGERY DRIVE - EAST HARTFORD, CONN.
Being Lot No. 17. on map of "FORBES HEIGHTS"
FORBES STREET, EAST HARTFORD, CONN., Scale 1"=50'
July 3, 1957 HAYDEN L. GRISWOLD C.E.

SCALE 1"=50'

APR. 28, 1958

HAYDEN L. GRISWOLD C.E.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 8, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$49,067.20 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place this item on the Town Council agenda for the October 19th, 2021 meeting.

C: I. Laurenza, Tax Collector
L. Trzetzak, Finance Director
K. Foran, Assistant Collector of Revenue

INTEROFFICE MEMORANDUM

TO: MARCIA A LECLERC, MAYOR ✓
LINDA TRZETZIAK, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

SUBJECT: REFUND OF TAXES

DATE: 10/8/2021

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$49,067.20. Please see attached listing. Please place this item on the Town Council agenda for October 19, 2021.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2020-03-0051225	AMOAKO IVY S	509 BURNSIDE AVE APT C11	EAST HARTFORD, CT 06108-3584	2009/KMH DU46D19U688812	0	-95.17
2019-03-0052332	AWL PAINTING LLC	PO BOX 280533	EAST HARTFORD, CT 06128-0533	2008/1GCHK24K98E109429	0	-360.00
2020-03-0054271	BROADIE MAXINE P	71 MAIN ST	EAST HARTFORD, CT 06118-3210	2008/2HJYK16468H524687	0	-25.15
2020-03-0054404	BROWN HENRY L	27 PRESTON ST	EAST HARTFORD, CT 06108-2967	2006/1GNDT13S962119682	0	-45.09
2020-03-0055679	CASAOL HERMAN C JR	180 CRESCENT DR	EAST HARTFORD, CT 06118-2715	2009/SALFR24N49H116763	0	-125.10
2020-03-0056554	CLARKE ERIC P CMM	20 MCNULTY DR	EAST HARTFORD, CT 06118-2413	2003/1HGEM22953L030083	0	-9.09
2019-03-0057161	COLEMAN MARKEL K	29 SHULTAS PL # 1	HARTFORD, CT 06114	2016/1HGCR3F82GA009760	0	-482.04
2020-03-0056816	COLEMAN MARKEL K	29 SHULTAS PL # 1	HARTFORD, CT 06114	2012/JN1CV6AR1CM973287	0	-52.06
2020-03-0057562	CORMIER L P	117 HIGH ST	PEMBROKE, MA 02359	2008/1FAHP27W68G134220	0	-61.42
2020-03-0057798	COVEY JOANNE	446 MAIN ST APT 425	EAST HARTFORD, CT 06118-1434	2003/2T1LR32E33C123573	0	-99.15
2019-04-0081682	CUEVAS IDAVELISE	58 HIGHVIEW ST	EAST HARTFORD, CT 06108-2956	2007/KMHFC46F27A215240	0	-22.86
2020-03-0059357	DHALI MUKUL KUMAR	7373 MONTE CRISTO AVE	PEORIA, AZ 85382	2007/1HGCM56837A130470	0	-133.65
2016-03-0060627	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	1969/440667958	0	-6.40
2016-03-0060628	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	1979/1Z8789S444028	0	-16.00
2016-03-0060629	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	2003/JTEHF21A230152916	0	-25.60
2017-03-0060753	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	2003/JTEHF21A230152916	0	-67.50
2018-03-0060396	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	2003/JTEHF21A230152916	0	-67.50
2019-03-0060534	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	2003/JTEHF21A230152916	0	-67.50
2020-03-0060075	DRAXLER THOMAS E	112 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1631	2003/JTEHF21A230152916	0	-67.50
2019-03-0060898	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1FTYE9ZM1KKA75957	0	-624.60
2019-03-0060901	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/3N1AB7AP4JY204202	0	-376.66
2019-03-0060904	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2017/KMHCT4AE5HU377008	0	-310.50
2019-03-0060914	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/JM3KFBDM4J0304926	0	-789.76
2019-03-0060919	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/5NPD84LF0JH300210	0	-516.60
2019-03-0060921	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/2T1BURHEXJC034942	0	-429.76
2019-03-0060922	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/5NPD84LF8JH308099	0	-430.20
2019-03-0060928	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/2T3RFREV6JW768707	0	-707.86
2019-03-0060929	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/KM8J3CA46JU635860	0	-540.01
2019-03-0060934	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/4T1B11HK0JU600928	0	-573.75
2019-03-0060935	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/1FADP3F27JL315598	0	-147.60
2019-03-0060944	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/5NPD84LF1JH329649	0	-430.20

2019-03-0060950	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/3N1AB7APXJY302036	0	-301.51
2019-03-0060964	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/3GNAXSEV4J5518890	0	-534.16
2019-03-0060982	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/KNMAT2MT7JP585227	0	-499.51
2019-03-0060984	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/5XXGT4L32KG285899	0	-144.00
2019-03-0060988	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/3C4PDCEG9JT439275	0	-550.81
2019-03-0060995	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/KNMAT2MV1KP500871	0	-445.50
2019-03-0061000	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/JN18J1CR1JW293642	0	-497.70
2019-03-0061013	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/2C4RC1BG4KR594423	0	-437.40
2019-03-0061018	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1C4HJXDG2KW518899	0	-666.46
2019-03-0061033	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1FMCU9GDSKUB06983	0	-673.66
2019-03-0061037	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1FMCU9GDSKUB09592	0	-551.26
2019-03-0061039	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1FMSK8F81KGB11948	0	-901.80
2019-03-0061050	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/KM8K1CAA4KU281712	0	-208.36
2019-03-0061059	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/2C4RDGEG5KR622113	0	-693.45
2019-03-0061069	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/KM8J2CA43KU918687	0	-321.75
2019-03-0061078	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/1C4HJWEG4JL921615	0	-994.50
2019-03-0061098	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/1FMIK2AT4JEA39838	0	-1,138.05
2019-03-0061104	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/3N1AB7AP2JY267881	0	-263.71
2019-03-0061114	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/2C4RDGCG5JR299358	0	-600.30
2019-03-0061120	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/KNDIP3A56J7888693	0	-418.96
2019-03-0061123	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/1G110SS3XJU143601	0	-588.60
2019-03-0061128	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/2C4RDGEG1JR285311	0	-597.16
2019-03-0061135	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/1FADP3F23JL295267	0	-405.90
2019-03-0061140	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2020/2GNAXUEV2L6102947	0	-534.61
2019-03-0061156	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1C4PJLDB8KD195933	0	-613.35
2019-03-0061159	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1C4PJM1B1KD182142	0	-645.76
2019-03-0061163	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2018/1N4AL3AP2JC205124	0	-339.75
2019-03-0061204	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2020/1N4BL4BV0LC149923	0	-126.90
2019-03-0061231	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2020/JN8AT2MVXLW107799	0	-293.40
2019-03-0061240	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1N6AD0EV7KN723280	0	-607.06
2019-03-0061241	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1N6AD0EV1KN720648	0	-674.56
2019-03-0061243	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1N6AD0EV2KN732212	0	-674.56
2019-03-0061247	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1N6AD0EV8KN730691	0	-742.51
2019-03-0061260	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1FTEW1ES1KFA65843	0	-675.44
2019-03-0061262	EAN HOLDINGS LLC	14002 E 21ST ST STE 1500	TULSA, OK 74134-1424	2019/1N6AD0EV0KN738204	0	-809.56
2020-03-0060845	ECHEVARRIA FELIX L	24 MERCER AVE	EAST HARTFORD, CT 06118-1516	2012/1N4AASAP8CC836822	0	-42.07
2019-04-0082421	ENGLISH MARGIE M	1325 BURNSIDE AVE	EAST HARTFORD, CT 06108	2000/2G4WY5SJ4Y1124060	0	-13.14
2020-03-0061302	EVANS DESTINY M	32 HIGH CT APT 4	EAST HARTFORD, CT 06118-1870	2013/JTMBFREV6D5014574	0	-106.52
2020-03-0061576	FELICIANO YAHAIRA	29 COLUMBUS CIR APT B1	EAST HARTFORD, CT 06108-1758	2014/JM3KE4DY8E0412134	0	-36.90


2020-03-0062120	FLEMING MATTHEW J	266 GROVE ST APT 30	NORTHAMPTON, MA 01060	2017/4S4BSANCOH3278463	0	-117.18
2020-03-0062446	FORTUNATO JAMES L	PO BOX 1407	SOUTH WINDSOR, CT 06074	1999/JT2BF22K9X0224646	0	-22.50
2020-03-0062546	FRANCIS BRAHEEM K	101 STANWOOD DR	NEW BRITAIN, CT 06053	2006/2HGF612626H509896	0	-10.26
2019-04-0083083	GUASTA MATTHEW P	5 JOANNE DR	EAST HARTFORD, CT 06108-1238	2006/1FAFP34N56W236958	0	-67.50
2020-03-0064545	GUASTA MATTHEW P	5 JOANNE DR	EAST HARTFORD, CT 06108-1238	2006/1FAFP34N56W236958	0	-67.50
2019-03-0066311	HERNANDEZ LUIS D	62 PEZZENTE LN	EAST HARTFORD, CT 06108	2019/JF1ZCAC1XK9600036	0	-701.56
2019-03-0066583	HINDS KAILA R	101 CT BLVD	EAST HARTFORD, CT 06108	2018/1FADP3F20JL206240	0	-442.80
2020-03-0065808	HINDS KAILA R	101 CT BLVD	EAST HARTFORD, CT 06108	2018/1FADP3F20JL206240	0	-215.33
2018-03-0066282	HIPPOLYTE KHALAI J	30 GOVERNOR ST	EAST HARTFORD, CT 06108	1996/3VW5A81H1TM051918	0	-35.60
2018-03-0066283	HIPPOLYTE KHALAI J	30 GOVERNOR ST	EAST HARTFORD, CT 06108	1999/2T1CF22P1XC233354	0	-66.75
2019-03-0066609	HIPPOLYTE KHALAI J	30 GOVERNOR ST	EAST HARTFORD, CT 06108	1996/3VW5A81H1TM051918	0	-31.55
2020-03-0065917	HOFFMAN BONNIE J	209 CLEMENT RD	EAST HARTFORD, CT 06118-1106	2006/5HSRD78566U414519	0	-13.23
2019-03-0066978	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2018/JHMZC5F31JC008121	0	-823.96
2020-03-0066142	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2018/19UUB2F63JA006939	0	-321.74
2020-03-0066149	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2018/5J6RW2H56JL013637	0	-199.80
2019-04-0083607	HYUNDAI LEASE TITLING TRUST	4000 MACARTHUR BLVD WEST TOWER STE 1000	NEWPORT BEACH, CA 92660	2020/KNDPMCAC7L7791149	0	-573.30
2020-03-0066866	ILOEJE NNAEDOZIE V	27 FOREST LN	BLOOMFIELD, CT 06002	2005/JH4KB16545C019845	0	-135.45
2020-03-0066867	ILOEJE NNAEDOZIE V	27 FOREST LN	BLOOMFIELD, CT 06002	2008/5TDBK23C38S011958	0	-32.40
2020-03-0066884	INGLETON ALEXANDRIA J	25 TUFTS ST APT 3C	SOMERVILLE, MA 02145-4208	2016/JM1DKBC78G0113477	0	-71.15
2019-03-0068651	JOSEPH NIGEL B	83 BECKER CIR	WINDSOR, CT 06095	2016/1N4AL3AP4GN376549	0	-334.76
2019-03-0068945	KAMPFMAN BARBARA A	15 WOODLAWN CIR	EAST HARTFORD, CT 06108-2859	2011/JN8AF5MV1BT007373	0	-202.50
2019-03-0069586	KNOTT TYRIKAH O	33 SUMNER ST APT A1	HARTFORD, CT 06105-2030	2008/JNKAY01FX8M656497	0	-230.85
2020-03-0068966	LACKARD ALEXANDRA F	4929 SKYWAY DR #4207	JACKSONVILLE, FL 32246	2010/KMHU4AD4AU133736	0	-23.98
2019-04-0084127	LANTEIGNE MICHEL J JR	1023 TOLLAND ST	EAST HARTFORD, CT 06108-1534	2011/1HGCP2F44BA084868	0	-67.50
2020-03-0069446	LAWRENCE JACQUELINE M	38 ELEANOR RD	EAST HARTFORD, CT 06118-2020	2007/2HGF612657H532557	0	-10.89
2020-03-0069632	LEBRON DANIZA L	80 HILLS ST	EAST HARTFORD, CT 06118-2820	2005/JNKCV51E35M211780	0	-88.06

2020-03-0069873	LESTER KATHLEEN K	1 JOANNE DR	EAST HARTFORD, CT 06108-1238	2013/1UJC0BR1D1PV0125	0	-452.84
2020-03-0070967	MALAVE ROSEMARY	696 FOREST ST	EAST HARTFORD, CT 06118-2070	2005/5FNRL38725B135314	0	-155.01
2019-03-0072333	MARINO JEFFREY J	90 BROOKFIELD ST	SOUTH WINDSOR, CT 06074	2015/1N4AL3AP6FC471995	0	-231.43
2020-03-0050834	MELECIO JANET	480 MAIN ST APT 414	WILLIMANTIC, CT 06226	2008/1HGCP25448A110315	0	-198.28
2020-03-0072908	MIKKELSON DAVID J	36 STRANT ST #2	MANCHESTER, CT 06040	2007/1FTPX14547FB85313	0	-201.28
2020-03-0073856	MULHERRON PATRICIA E	78 WAKEFIELD CIR	EAST HARTFORD, CT 06118-1629	2001/1N4DL01D81C172678	0	-6.34
2020-03-0074537	NGUYEN VU P	295 HIGH ST	EAST HARTFORD, CT 06118-3607	2012/3TMMU4FN8CM048847	0	-50.44
2020-03-0074748	NISSAN INFINITI LT	PO BOX 254648	SACRAMENTO, CA 95865-4648	2017/5N1DR2MM9HC903088	0	-494.42
2020-03-0074998	NOWELL MARGARET C	7 CHERRYTREE DR	EAST HARTFORD, CT 06118-3506	2016/2T1BURHE8GC525650	0	-31.54
2018-03-0076145	OLIVO TORRES JUAN L	45 CRAIGS RD	WINDSOR, CT 06095	2013/5TDDK3EHXD5183728	-16.34	-363.15
2019-03-0078083	PEREZ JUAN R	126 COLUMBUS CIRCLE EXT APT B1	EAST HARTFORD, CT 06108-1763	2017/JN8AT2MT0HW151686	0	-471.60
2020-03-0076737	PEREZ JUAN R	126 COLUMBUS CIRCLE EXT APT B1	EAST HARTFORD, CT 06108-1763	2017/JN8AT2MT0HW151686	-7.48	-498.60
2020-03-0077263	PINHEIRO JOSHUA E	89 FARMSTEAD RD	EAST HARTFORD, CT 06118-3021	2015/3FA6POLU1FR250446	0	-160.20
2020-03-0078581	REYES PEDRO L	128 COLLINS ST APT 412	HARTFORD, CT 06105-1483	2006/JNKAY01F66M259821	0	-71.68
2020-03-0078883	RIVAS SONIA C	88 GREAT HILL RD	EAST HARTFORD, CT 06108-2823	2002/1FMZU77E82UD27730	0	-61.15
2020-03-0078886	RIVEGLIA JOHN M	15 KIRKWOOD DR	EAST HARTFORD, CT 06118	2005/1FTPW14505KC58913	0	-19.80
2018-03-0079986	RIVERA ILIANA	230 FARMINGTON AVE APT E4	HARTFORD, CT 06105-3505	2012/5FNYP4H51CB038965	-85.61	-518.86
2019-03-0080642	RIVERA PASCUAL	170 RAINBOW TRL	VERNON, CT 06066	2004/KM8SC73E34U837352	-16.40	-121.50
2019-03-0080643	RIVERA PASCUAL	170 RAINBOW TRL	VERNON ROCKVILLE, CT 06066	2013/5TDDK3DC7D5049300	-26.67	-508.06
2019-03-0065352	SHAFFER KIM	5295 WESTVIEW DR STE 300	FREDERICK, MD 21703	2015/2C4RDGBG1FR642353	-53.40	-395.55
2020-03-0082451	SKYLINE INDUSTRIAL SERVICES LLC	100 PEARL ST FL 14	HARTFORD, CT 06103-4500	2016/NM0GE9F73G1261035	0	-346.05
2018-03-0083655	SMITH LESA P	223 CLEVELAND AVE	HARTFORD, CT 06120	2014/4T1BF1FK6EU779812	-45.09	-375.75
2020-03-0082835	SOSA-HIRUJO RAMON A	26 HOLMES ST	EAST HARTFORD, CT 06118-2140	2002/2HNYD186X2H508068	0	-22.05

2019-03-0084577	SOTO MYRTA I	15 LEICHTNER DR	EAST HARTFORD, CT 06118-2143	2015/2T2BK1BA8FC321227	-51.95	-769.50
2018-03-0085482	TORRES ANTONIO	438 WEST PRESTON ST	HARTFORD, CT 06114	2013/1FTFW1EF1DFA81220	-20.41	-317.87
2018-03-0087613	VW CREDIT INC	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2018/WAUENAF46JA181993	0	-787.00
2018-03-0087615	VW CREDIT INC	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2018/WA1LAAF74JD051607	0	-974.38
2018-03-0087619	VW CREDIT INC	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2018/WAUENCF52JA112870	0	-905.84
2018-03-0087621	VW CREDIT INC	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2018/WA1BNAFY6J2171865	0	-867.16
2018-03-0087628	VW CREDIT INC	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2018/WA18NAF41JA181510	0	-991.70
2018-04-0089086	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2019/WAUL2AF27KN078154	0	-577.98
2019-03-0088349	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2016/1VWAT7A39GC060605	0	-61.38
2019-03-0088350	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2016/1VWAT7A32GC069520	0	-30.51
2019-03-0088377	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2019/WAUL2AF27KN078154	0	-1,655.56
2019-03-0088383	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2019/WAUENAF48KA056155	0	-872.32
2020-03-0086382	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2018/WA18NAFY6J2022954	0	-922.86
2020-03-0086794	WEIR ROBERT E	12 IRONWOOD LN	MIDDLETOWN, CT 06457-6127	2010/4T1BF3EK9AU065857	0	-145.57
2019-03-0088834	WEN JASMINE	252 WOODLAWN CIR	EAST HARTFORD, CT 06108-2854	2008/5GAEV13768J148733	0	-108.31
2019-03-0088835	WEN JASMINE	252 WOODLAWN CIR	EAST HARTFORD, CT 06108-2854	2007/5NPET46C67H284317	0	-11.80
2013-03-0088457	WILLIAMS RICHARD A	154 MANSFIELD ST	HARTFORD, CT 06112	2009/JYARN23E79A001256	0	-950.00
2020-03-0087387	WILMOT DERLAN T	426 BURNSIDE AVE	EAST HARTFORD, CT 06108-2405	2008/2G1WT58K089191126	0	-53.55
SUBTOTAL					\$ (323.35)	\$ (48,743.85)
TOTAL						<u>\$ (49,067.20)</u>



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 18, 2021
TO: Richard F. Kehoe, Chairman
FROM: Marcia A. Leclerc, Mayor 
RE: Town Council Release of Approved ARPA Funding

The following funding is needed to book plan for and secure the program *Threads of Assumption: the Biases You Weave* through the \$1 million allocation from category 2.12. Please release and as such will require the Town Council to release, previously authorized yet not released, ARPA funds.

2.12 Aid to Other Impacted Industries \$ 30,000

Support of the Arts in East Hartford

Threads of Assumption: the Biases You Weave is a multidisciplinary exploration of the impact gender-based harm has on one's health, professional trajectory, and interpersonal relationships. The work will be created from real stories, gathered on a virtual, anonymous conversation platform and transformed into datasets by emotionally-sentient artificial intelligence (AI). The AI will map emotional responses and collect and assess keywords presented in the conversations to find patterns within the stories. The data will then be translated into a performance installation, weaving together the narratives, highlighting the depth of impact, and expressing the experiences from an anonymous, yet specific, perspective.

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



Robert J. Park
(860) 291-7208

FAX (860) 291-7389

2021 OCT 15 PM 12:25

TOWN CLERK
EAST HARTFORD

DATE: October 15, 2021

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, October 19, 2021 7:00 p.m. Town Council Chambers

This meeting is accessible through "Microsoft Teams" 1-929-235-8441 Conference ID: 816 193 754 #

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 19, 2021

7:00 p.m.

Town Council Chambers

The purpose of the meeting is to meet in executive session to discuss the following cases:

- The pending property damage claim of William Nesbitt, CIRMA Claim # A0939
- The opioid litigation brought by states and local subdivisions against three pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, and one manufacturer, Jansen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson.

C: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Christine Sassen, Risk Manager
Michael Ryan, Paralegal