

*Robert J. Beck*

2019 OCT 24 A 9:35

TOWN CLERK  
EAST HARTFORD

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
OCTOBER 29, 2019

6:15 P.M. Executive Session

7:15 P.M. Public Hearing

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. October 15, 2019 Executive Session
  - B. October 15, 2019 Public Hearing
  - C. October 15, 2019 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Resignation of Michael Torres from the Metropolitan District Commission
7. OLD BUSINESS
  - A. East Hartford Police Department Pension Plan Agreement – **Tabled** at the October 15, 2019 Meeting
  - E. Contract between the Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO: **Tabled** at the October 15, 2019 Meeting
    1. Approval of Contract
    2. Contingency Transfer of Funds
8. NEW BUSINESS
  - A. Recommendation from Ordinance Committee re: Revisions to Chapters 7 and 21 of the East Hartford Code of Ordinances – Blight Ordinance
  - B. Silver Lane School Shingled Roof Replacement Project
  - C. Local Prevention Council Grant
  - D. U.S. Environmental Protection Agency's Brownfields Assessment Program
  - E. Fiber to the Library Communications Grant Program
  - F. 2019-2020 Public Health Emergency Preparedness Grant
  - G. CT DOT Highway Safety Grant Program
  - H. Refund of Taxes

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
  
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Workers' Compensation claim of Police Officer Adam Aborn in conjunction with the pending third party action known as Aborn v. Nye, Docket No. CV-18-6104639-S
  - B. Workers' Compensation claims of former Town employee, Timothy McConville
  - C. Property damage claim of the Town against Providence Mutual
  - D. Linda Williams v Town of East Hartford, Docket No. CV-18-6092390-S
  
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
12. ADJOURNMENT (next regular meeting: November 26<sup>th</sup>)

*Robert J. Posak*

2019 OCT 21 A 8:32

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 15, 2019

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

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

ABSENT Councillor Shelby J. Brown

ALSO Scott Chadwick, Corporation Counsel  
PRESENT Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:56 p.m.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go into** Executive Session to discuss the pending assessment (tax) appeals known as School Street Plaza, LLC v. Town of East Hartford, Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S, HHB-CV-19-6052268-S, involving real property located at 265 Ellington Road.

Motion carried 8/0.

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

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adjourn** (7:01p.m.)  
Motion carried 8/0.

Attest

*Richard F. Kehoe*

Richard F. Kehoe  
Town Council Chair

*Robert J. Prack*

2019 OCT 21 A 8:32

TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT

TOWN CLERK  
EAST HARTFORD

OCTOBER 15, 2019

Public Hearing/ATV Operation on Public and Private Property

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

ABSENT Councillor Shelby Brown

Chair Kehoe called the public hearing to order at 7:20 p.m.

Please publish the following legal notice in the Journal Inquirer on **Tuesday, October 8, 2019**.  
Mail bill to the East Hartford Town Council Office, 740 Main Street, East Hartford, CT 06108.

=====

LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on **Tuesday, October 15, 2019 at 7:15p.m.** in Council Chambers to hear public comment on revisions to Chapter 13 of the Town of East Hartford's Code of Ordinances, Section 13-1 entitled "ATV Operation on Public and Private Property".

Any person(s) wishing to express an opinion on this matter may do so at this meeting. A copy of the proposed ordinance is on file in the Town Clerk's Office and the Town Council's Office.

Angela Attenello  
Town Council Clerk

Chair Kehoe explained that this ordinance was drafted to address citizen complaints regarding the operation of ATVs and other similar vehicles on public and private property and roads. This ordinance would clearly prohibit the use of such vehicles on streets or roads and imposes additional penalties for the illegal operation of these vehicles.

No one came forward.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adjourn** (7:23 p.m.).  
Motion carried 8/0.

Attest

*Angela M. Attenello*  
Angela M. Attenello  
Town Council Clerk

*Robert J. Beck*

EAST HARTFORD TOWN COUNCIL

2019 OCT 21 A 8:32

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

OCTOBER 15, 2019

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

ABSENT Councillor Shelby J. Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to honor two people who had recently passed away.

Harry Egazarian was a former Town Councillor who was elected in 1977 and served until 1991. He was appointed Council Chair from 1979 until the end of his term. He was very active in his church and was committed to the town and its residents. He will be missed.

Rosemarie O'Dea was a member of the Inland/Wetlands Commission for over 20 years as well as an English teacher at East Hartford High School for 32 years. A true leader, she was devoted to the protection of the town's natural resources. She will be missed.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) suggested that the agenda published for the meeting contain the expected cost to the taxpayers; (2) believes that the lease for the East Hartford Cultural Community Center should be brought to the Investigation & Audit Committee to be reviewed; and (3) read from a website "School Digger" which stated that "In 2019, East Hartford High School ranked worse than 86% of high schools in Connecticut". Ms. Kniep suggested a public meeting with town officials, including the Superintendent of Schools, to discuss this issue; and (4) thanked the Town Council for the proposed ordinance on ATVs.

Anita Morrison, 34 Jonathan Lane, (1) commented on the impactful issues that were on tonight's agenda; (2) suggested the Council defer the vote on the police pension and firefighters' contract until after the November elections; (3) was surprised about the costs to repair the Veterans Memorial Clubhouse and the East Hartford Community Cultural Center; and (4) thanked the sitting Council for their service to the town.

Sabrina Wilson, 37 Whitney Street, introduced herself and her son, James, to the Council and stated she looks forward to the elections in November.

Mayor Leclerc (1) noted that October 29<sup>th</sup> is the last Council meeting before the elections; (2) explained the process for approving the Police pension and Firefighters contracts and also noted that both of the contracts met the pro forma approved by the Town Council; (3) asked that the Council consider the time expended by the Police and Firefighters for negotiations and approve their contracts tonight; (4) thanked the Ordinance Committee for the proposed ATV ordinance; (5) announced that Goodwin College had their groundbreaking ceremony for their fully taxable building at the corner of Main/Ensign Streets on Thursday October 10<sup>th</sup>; (6) stated that there will be 3 recruiting sessions for the 2020 U.S. Census at Raymond Library: October 21<sup>st</sup> 2:00pm – 5:00pm, November 4<sup>th</sup> 10:30am – 1:30pm, and November 18<sup>th</sup> 2:00pm – 5:00pm; and (7) reported that representatives from the Environmental Protection Agency reviewed the development projects that were allocated EPA funds through a Brownfields grant and they were very pleased with the results.

## APPROVAL OF MINUTES

### October 1, 2019 Executive Session

MOTION       By Ram Aberasturia  
                  seconded by Linda Russo  
                  to **approve** the minutes of the October 1, 2019 Executive Session.  
                  Motion carried 8/0.

### October 1, 2019 Regular Meeting

MOTION       By Ram Aberasturia  
                  seconded by Caroline Torres  
                  to **approve** the minutes of the October 1, 2019 Regular Meeting.  
                  Motion carried 8/0.

## NEW BUSINESS

### Recommendation from Ordinance Committee re: Town of East Hartford Code of Ordinances Section 13-1, entitled "ATV Operation on Public and Private Property"

MOTION       By Linda Russo  
                  seconded by Esther Clarke  
                  to **amend** the Town of East Hartford Code of Ordinances by repealing Section 13-1 and substitute in lieu thereof the new Section 13-1 subsections (a) through (d) entitled "ATV Operation on Public and Private Property" consistent with the draft dated September 24, 2019 and as unanimously approved by the Ordinance Committee at their September 23, 2019 meeting.  
                  Motion carried 8/0.

Setting a Public Hearing Date of Tuesday, October 29<sup>th</sup> @ 7:15 p.m. in Council Chambers: Revisions to Chapters 7 & 21 of the Code of Ordinances, entitled "Blight Ordinance"

MOTION By Linda Russo  
seconded by Esther Clarke  
to **set** a public hearing date of Tuesday, October 29<sup>th</sup> @ 7:15 p.m. in Council Chambers to hear public comment on revisions to Chapters 7 and 21 of the East Hartford Code of Ordinances, which – if approved – will become the town's "Blight Ordinance".  
Motion carried 8/0.

Supplemental Budget Appropriation: Repairs for the East Hartford Community Cultural Center and Veteran's Memorial Clubhouse

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to **adopt** the following resolution:

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

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

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

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

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

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

On call of the vote. motion carried 8/0.

East Hartford Police Department Pension Plan Agreement

MOTION By Marc Weinberg  
seconded by Ram Aberasturia

to **approve** the "Retirement Plan for Full-Time Employees of the Police Department of the Town of East Hartford" as presented and attached to a memo from Mayor Marcia Leclerc to Town Council Chair Rich Kehoe dated October 4, 2019 with an effective date and an expiration date in conjunction with the provisions of Article 12 of the Plan – that was approved by the Police Union on September 24, 2019.

MOTION By Ram Aberasturia  
seconded by Esther Clarke  
to **TABLE** the East Hartford Police Department Pension Plan Agreement until the October 29<sup>th</sup> Town Council meeting.  
Motion carried 8/0.

Contract between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to **approve** the tentative agreement for a successor collective bargaining agreement between the Town of East Hartford and Local 1548 International Association of Fire Fighters, AFL-CIO effective July 1, 2019 through June 30, 2022 as outlined and attached to a memo dated October 8, 2019 from Marcia A. Leclerc, Mayor to Rich Kehoe, Town Council Chair and as ratified by the bargaining unit members on October 7, 2019.

MOTION By Ram Aberasturia  
seconded by Esther Clarke  
to **TABLE** the contract between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO until the October 29<sup>th</sup> Town Council meeting.  
Motion carried 8/0.

Referral to Real Estate Acquisition & Disposition Committee re: 23 Cambridge Drive

MOTION By Linda Russo  
seconded by Caroline Torres  
to **refer** to the Real Estate Acquisition & Disposition Committee the possible acquisition of 23 Cambridge Drive in connection with the new Senior Center which is located at 15 Milbrook Drive, with instructions to review the issue and report back to the Town Council with its recommendations, if any.  
Motion carried 8/0.

Appointment of Joshua Quintana to the Planning & Zoning Commission

MOTION By Marc Weinberg  
seconded by Ram Aberasturia



to **approve** the appointment of Joshua Quintana, 51 Goodwin Street, to the Planning & Zoning Commission, as an alternate, whose term shall expire December 2019.  
Motion carried 8/0.

Service Contract: East Hartford Police Department and LexisNexis-Crash Logic

MOTION By Ram Aberasturia  
seconded by Linda Russo  
that the Town Council, pursuant to Section 10-4a of the town of East Hartford Code of Ordinances, **approve** the law enforcement agreement between LexisNexis Coplogic Solutions, Inc. and the Town of East Hartford, as attached to a memo from East Hartford Chief of Police Scott Sansom to Mayor Marcia A. Leclerc dated October 11, 2019 which contract will now provide an electronic copy of an accident report for incidents that occur within the town of East Hartford at no cost to the town of East Hartford or the Police Department for this service.  
Motion carried 8/0.

*A copy of the contract follows these minutes.*

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

School Street Plaza, LLC v. Town of East Hartford, assessment appeal re: Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S, HHB-CV-19-6052268-S, 265 Ellington Road

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to **accept** the recommendation of Corporation Counsel to settle the pending assessment tax appeals known as School Street Plaza, LLC v town of East Hartford, Docket Nos. HHB-CV-17-6037842-S, HHB-CV-18-6044656-S and HHB-CV-19-6052268-S, involving real property located at 265 Ellington Road, from a fair market value of \$11,025,410 to the fair market value of \$10,050,000, which shall generate a reduction of \$32,126.21 in property taxes for the Grand List of 2016.  
Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Jon Petoskey, 147 Jessica Drive, thanked the Councillors – especially those who are not running for another term – for their service to the town; (2) thanked the Police and Fire Departments for their diligent efforts in negotiating their contracts; and (3) considers it an honor to be a candidate in the upcoming election.

Ram Aberasturia wished his son, Colson Roberto Aberasturia, a Happy 2<sup>nd</sup> Birthday on Thursday October 17<sup>th</sup>! He also noted that the EHHS soccer team is ranked 2<sup>nd</sup> in the state and urged all to attend the game this Friday, October 18<sup>th</sup>.

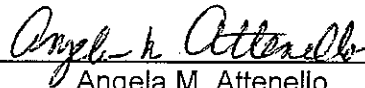
Marc Weinberg wished Ram Aberasturia a Happy Birthday – which is October 19<sup>th</sup>.

#### ADJOURNMENT

MOTION      By Esther Clarke  
                  seconded by Linda Russo  
                  to **adjourn** (9:30 p.m.).  
                  Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be October 29<sup>th</sup>.

Attest



Angela M. Attenello  
TOWN COUNCIL CLERK

## LAW ENFORCEMENT AGREEMENT

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

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

### 2. LICENSE AND RESTRICTIONS.

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

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

### 3. SUPPORT AND MAINTENANCE.

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

### 4. FEES.

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

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

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

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

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

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

## 6. TERMS AND TERMINATION.

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

### 6.2 Termination.

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

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

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

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

## 8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

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

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

**8.4. Exception for Subpoenas and Court Orders.**

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

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

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

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

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

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

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

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

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

LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

**12. INDEMNIFICATION.** To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

**13. LIMITATION OF LIABILITY.** To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12<sup>th</sup>) month of this Agreement, for the period leading up to such event. , To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

**14. FORCE MAJEURE.** Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

**15. NOTICES.** All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

**16. MISCELLANEOUS.**

**16.1. Affiliates.** Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder.

**16.2. Independent Contractor/No Agency.** Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

**16.3. Assignment.** Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

**16.4. Headings, Interpretation, and Severability.** The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed



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

- 16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9. Governing Law. The Agreement will be governed by and construed under the laws of the State of Connecticut excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: Town of East Hartford

Provider: LexisNexis Coplogic Solutions Inc.

Signature: *Marisa Alecker*

Signature: \_\_\_\_\_

Printed Name: Marisa A. Alecker

Printed Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 10/9/19

Date: \_\_\_\_\_

*Approved As TO Form:*

*[Signature]*

*October 9, 2019  
Asst. Corporation Counsel*

**EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS**

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
  - (i) provide immediate written notice to:
    - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
    - b) via email to (security.investigations@lexisnexis.com); or
    - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
  - (ii) promptly investigate the situation; and
  - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
  - (iv) if required by law, or in Provider's discretion, Agency shall:
    - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
    - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
  - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
  - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

October 13, 2019

Dear Commissioners and Town Council of East Hartford:

Please accept my resignation effective immediately as the East Hartford MDC Commissioner.

Due to my present commitments, I'm unable to serve as a board member.

It has been an honor to serve as Commissioner representing the East Hartford community,

I would like to thank the Mayor and the Town Council of East Hartford for appointing me to represent our community, and I offer my best wishes for its continued success.

Sincerely,

Michael Torres, MBA  
1853 Main Street  
East Hartford, CT 06108



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

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

---

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

### **Background:**

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

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

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

### **Changes:**

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

### **Costs:**

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

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

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

## Allocation of Contributions for Fiscal Year Ending June 30, 2020

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

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

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

## Walsh, Mike

---

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

Chief –

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

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

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


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

Let me know how you want to proceed. Thanks.

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

**Walsh, Mike**

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

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

Mike,

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

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

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

Thanks,

Henry

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

Annually 97,200 75,600

Segal Consulting is a member of The Segal Group

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IT MAY CONTAIN PRIVILEGED OR CONFIDENTIAL INFORMATION THAT IS EXEMPT FROM DISCLOSURE. Dissemination, distribution or copying of this message by anyone other than the addressee is strictly prohibited. If you received this message in error, please notify us immediately by replying: "Received in error" and delete the message.  
Thank you.





30 Waterside Drive Suite 300 Farmington, CT 06032-3089  
T 860.678.3000 www.segalco.com

September 11, 2019

**VIA EMAIL**

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

Dear Mike:

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

1. **"Baseline" scenario – no changes to the current plan provisions.** A new hire in this category would be subject to the plan provisions in place currently for Police employees:
  - *Amount of Benefit:* 2.5% of Final Average Pay per year of service to a maximum of 75% of Final Average Pay (maximum of 30 years of service).
  - *Calculation of Final Average Earnings:* Includes a lump sum amount for unused vacation and sick leave at retirement.
  - *Employee Contributions:* 8% of regular compensation.
  - *Cost-of-Living Increases:* 2% annual increase beginning in the 5th year of retirement.
  
2. **Proposed plan – This scenario uses the same plan provisions as those in the Baseline scenario except for the following:**
  - *Amount of Benefit:* 2.33% of Final Average Pay per year of service to a maximum of 70% of Final Average Pay (maximum of 30 years of service).
  - *Calculation of Final Average Earnings:* Does not include a lump sum amount for unused vacation and sick leave at retirement.
  - *Employee Contributions:* 9% of regular compensation.
  - *Cost-of-Living Increases:* 1% annual increase beginning in the 7th year of retirement.

**Plan Comparison and Estimated Cost**

The following table shows the estimated cost under each scenario.

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

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

**Other Assumptions**

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

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

Mr. Michael P. Walsh  
Page 3

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

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

Sincerely,



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

8991089V1/00756.001

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

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

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

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	DEFINITIONS .....	1
II	CONTRIBUTIONS.....	5
III	ELIGIBILITY .....	6
IV	AMOUNT OF PENSION .....	7
V	DISABILITY PAYMENTS.....	7
VI	RETIREMENT DATE.....	9
VII	TERMINATION OF SERVICE .....	9
VIII	DEATH BENEFITS.....	9
XI	AMENDMENT TO THE RETIREMENT SYSTEM.....	11
X	ADMINISTRATION OF PLAN .....	11
XI	GENERAL PROVISIONS .....	12
XII	DURATION OF AGREEMENT .....	13
XIII	DEFERRED RETIREMENT OPTION PLAN	
(DROP).....	13	
XIV	PARTIAL LUMP SUM (PLUS) OPTION.....	15

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

**ARTICLE I -- DEFINITIONS**

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

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

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

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

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

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

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

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

For employees hired after December 31, 2019, the term "Final Average Salary" shall mean the Employees' average annual pay, including overtime, holiday, longevity payments and vacation pay for the thirty-six (36) consecutive months of service with the Employer based on the plan year, which gave the highest average or the employee's final thirty-six (36) consecutive months of service with the Employer, whichever produces the highest average. "Final Average Salary" shall also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine "Final Average Salary".

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

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

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

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

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

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

Section 11. The term "Retirement Fund" shall mean the fund derived from contributions made as herein provided for the payment of Pension benefits to Retired Employees under this Retirement System. All assets and liabilities of the Disability and Dependent's Fund, as defined in the Pension Plan for Employees of the Town of East Hartford as constituted immediately before December 31, 1972, shall be merged with the assets of the Retirement Fund, and all future benefits that would have been made out of the Disability and Dependent's Fund shall be made from the assets of the Retirement Fund.

Section 12. The term "Retirement Board" shall mean the Board herein created for the administration of the Retirement System. The Board shall consist of 5 members, not more than 3 of whom shall belong to any one political party as follows: A member of the Town Council; the Town Treasurer; and 3 citizens of the Town of East Hartford, 1 of whom shall be a member of the Retirement System as selected by a coalition of the various bargaining groups of the Town. All members, except the Town Treasurer, shall be appointed by the Mayor, with the consent of the Town Council. The Town Treasurer and the member representing the Town Council shall be appointed for a term of 2 years; the other 3 members shall be appointed for terms of 5 years, and their respective successors shall be appointed for 5 year terms; provided, the term of office of each member shall continue until his or her successor shall be appointed and shall have qualified. In the event of a vacancy on said Board, such vacancy shall be filled in the same manner as the member so to be succeeded was appointed or elected. In no event shall any person remain a member of said Board except during the time he or she continues to be a member of the Board or body from which he or she was appointed or elected. The members of the Retirement Board shall serve without compensation. The Board shall make bylaws and regulations not inconsistent with the law; shall employ such actuarial, medical, clerical and other services as may be necessary for the proper operation of the Retirement



System and shall do all things necessary and proper toward carrying out the purpose for which the Retirement System was created. The Board shall submit annually to the Town Council a schedule of its estimated expenses necessary for the administration of this Retirement System, and all such expenses of administration shall be paid by the Town. The Board shall be the Trustee of the funds herein created and shall have full control and management thereof with power to invest and reinvest the same in accordance with the laws of the state governing the investment of trust funds. The Retirement Board may enter into a group annuity contract with any insurance company authorized to transact business in the State of Connecticut to insure the entire Retirement Plan or such portion thereof as the Board shall deem advisable; provided, any such contract, before actually being consummated, shall be approved by a two-thirds (2/3) vote of the Town Council.

Section 13. The Term "Retirement System" shall mean the plan of retirement and other benefits for Employees of the Town of East Hartford as set forth in and by this document and all subsequent amendments thereto.

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

Section 15. For employees hired before December 31, 2019 the term "Regular Compensation" shall mean the annual salary or wages of an Employee for services with the Town, including overtime, holiday, longevity payments vacation pay and any lump sum payments resulting from unused accrued sick leave vacation and compensatory time. It will also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary.

For employees hired after December 31, 2019 the term "Regular Compensation" shall mean the annual salary or wages of an Employee for services with the Town, including overtime, holiday, longevity payments and vacation pay. It will also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary.

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

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

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

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

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

An Employee shall not receive Credited Service in the case of the period of absence set forth in paragraph (1) of the above section, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Employee will again accrue Credited Service.

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

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

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

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

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

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

Section 19. The term "Credited Service" shall mean the number of full years of Continuous Service and fractions thereof to the nearest completed month with the Employer, as determined by the Retirement Board, completed by the Employee from the date he or she is included in the Retirement System, as determined in Article III hereof, to the earlier of his or her date of termination of employment, or his or her actual retirement date. An Employee will not receive Credited Service for any period for which he or she is eligible hereunder if he or she does not make the necessary Employee contributions as described below.

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

## ARTICLE II -- CONTRIBUTIONS

Section 1. Contributions of Employees:

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

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

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

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

Any proposal which will change the benefits payable or Employee contributions required under the Retirement System shall be accompanied by an estimate by the Actuary of the additional appropriations by the Employer which will be required to finance the additional normal cost and to amortize, on a level basis, the additional accrued liability over 30 years from the effective date of the change.

### ARTICLE III -- ELIGIBILITY

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

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

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

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

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

#### ARTICLE IV -- AMOUNT OF PENSION

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

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

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

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

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

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

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

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

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

#### **ARTICLE V -- DISABILITY PAYMENTS**

Section 1. An Employee shall be deemed to be Permanently and Totally Disabled within the meaning of this Retirement System only if the Retirement Board, in its sole and absolute discretion, shall determine on the basis of medical evidence that the Employee is Permanently and Totally Disabled.

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

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

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

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

Section 5. Cessation of Disability -- Such disability payments will end immediately before the earlier of the following dates:

- (a) The date the Employee ceases to be Permanently and Totally Disabled by death or recovery;
- (b) The date he or she reaches his or her 65th birthday at which time he or she will receive Pension payments in accordance with Article IV, Section 1, in the same amount as his or her Disability Pension.

#### **ARTICLE VI -- RETIREMENT DATE**

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

Section 2. An Employee will not be permitted to work as full-time permanent Employee of the Town after he or she has reached his or her 65th birthday. An Employee who reaches his or her 65th birthday before completing 25 years of Credited Service with the Employer will be eligible to retire when he or she reaches his or her 65th birthday, provided he or she has completed at least 15 years of Credited Service. Such Employee's Pension shall be determined as provided in Article IV, Section 1. All Pension payments shall become due and payable on the last day of each calendar month, provided the initial Pension payment shall be computed as the pro rata of the amount of Pension corresponding to the fraction of the month elapsed since the effective date of retirement.

Section 3. If a Retired Employee is re-employed by the Employer, his or her Pension shall cease with the last payment due prior to his or her re-employment. Pension payments shall again become payable following subsequent termination of employment.

#### **ARTICLE VII -- TERMINATION OF SERVICE**

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

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

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

#### **ARTICLE VIII -- DEATH BENEFITS**

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



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

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

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

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

#### **ARTICLE IX -- AMENDMENT TO THE RETIREMENT SYSTEM**

Section 1. This Retirement System is established and maintained for the exclusive benefit of Employees of the Employer and their beneficiaries. Subject to this limitation, any provisions of this Retirement System may be amended by the Employer at any time if, with respect to payments resulting from Pensions provided before the effective date of the amendment, the amendment does not reduce the amount of any payment, or the term of monthly payments, or delay the due date of any payment.

Section 2. Any provision of this Retirement System may be amended in any respect, without regard to the above limitation, if the amendment is required for qualification or continued qualification of the Retirement System under income tax law, or if necessary for this Retirement System to meet the requirements of any other applicable law.

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

#### **ARTICLE X - ADMINISTRATION OF PLAN**

Section 1. Annual Report. The Retirement Board shall, on or before March 31st of each year, file with the Town Council an Annual Report showing the financial condition of the Retirement System as of the end of the last completed fiscal year, including an actuarial valuation of assets and liabilities, and setting forth such other facts, recommendations and data as may be of value to the members of the Retirement System of the Town of East Hartford.

Section 2. If any misunderstanding or ambiguity should arise concerning the meaning of any of the provisions of the Retirement System, the Retirement Board shall have the sole right to construe such provisions, and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing the Retirement System as it considers desirable.

Section 3. The finding of facts by the Retirement Board as to matters relating to an Employee's employment record are binding on him for the purposes of the Retirement System. The Retirement System shall confer no right upon any Employee to be retained as an Employee by the Employer.

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

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

Section 6. If any fact relating to an Employee or any other payee has been misstated, the correct fact may be used to determine the amount of Pension payable to him or her or such

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

## ARTICLE XI - GENERAL PROVISIONS

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

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

Section 3. No payee may sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any payment due to him or her.

If the payee for any payment is a minor or incompetent person, payment may be made to the person, or persons, caring for or supporting such payee, in full discharge of all obligations, as determined by the Retirement Board.

Section 4. There will be no obligation to make any payment to a payee herein unless the payer has received proof that the payee was living on the due date of the payment. If such proof is not received within 7 years after the due date of the payment, and if no proof of the death of the payee is received during such 7 year period, the obligations of the payer as to the payment and as to the Pension payments, if any, from which the payments results will be the same as if the payee had died immediately before the due date of the payment.

Section 5. In no event will any Employee receive at retirement anything less than what he or she would have received under the provisions of this Plan as constituted prior to July 1, 1972, as a result of this Plan reinstatement.

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

## ARTICLE XII - DURATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

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

---

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

### **Highlights:**

#### **Article 2 – Union Security**

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

#### **Article 9 – Acting Officers and Promotions**

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

#### **Article 16 – Insurance**

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

#### **Article 22 – Emergency Medical Service**

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

#### **Appendix A – Salary Schedule**

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

#### **Appendix I – Substance Abuse Policy**

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

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



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

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

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

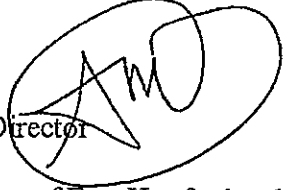
I respectfully request that this item be submitted to the Council for the October 15, 2019 Council meeting and recommend that the Council approve the tentative contract agreement at the October 15, 2019 Council meeting for the reasons noted above.

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

# OFFICE OF HUMAN RESOURCES

Date : October 8, 2019

To : Marcia A Leclerc, Mayor

From : Santiago Malave, Human Resources Director 

Re : Tentative Agreement between the Town of East Hartford and Local 1548 International Association of Fire Fighters Union

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

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

## **Article 16 – Insurance**

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

## **Article 22 – Emergency Medical Service**

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

## **Appendix A – Salary Schedule**

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

Effective 7/1/21

1.25%

### **Appendix I – Substance Abuse Policy**

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

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

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

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

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

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

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

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

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

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

## TABLE OF CONTENTS

	Page
ARTICLE I: Recognition	3
ARTICLE II: Union Security	3
ARTICLE III: Bulletin Boards	4
ARTICLE IV: Grievance Procedure	4
ARTICLE V: Union Business Leave	6
ARTICLE VI: Work Week	6
ARTICLE VII: Holidays	8
ARTICLE VIII: Overtime	8
ARTICLE IX: Acting Officers and Promotions	12
ARTICLE X: Vacations	14
ARTICLE XI: Sick Leave	15
ARTICLE XII: Injury Leave	17
ARTICLE XIII: Special Leave	19
ARTICLE XIV: Funeral Leave	20
ARTICLE XV: Uniform Allowance	21
ARTICLE XVI: Insurance	22
ARTICLE XVII: Leave of Absence Without Pay	27
ARTICLE XVIII: Seniority and Reduction in Force	27
ARTICLE XIX: Probationary Period	29
ARTICLE XX: Employee Wellness Program	30
ARTICLE XXI: Health and Safety	32
ARTICLE XXII : Emergency Medical Service	33
ARTICLE XXIII: Miscellaneous	37
ARTICLE XXIV: Savings Clause	39
ARTICLE XXV: Wages and Longevity	39
ARTICLE XXVI: Duration	39
ARTICLE XXVII: Apparatus Operators	40
APPENDIX A	41
APPENDIX B	44
APPENDIX C	45
APPENDIX D	47
APPENDIX E	53
APPENDIX F	55
APPENDIX G	56

APPENDIX H	57
APPENDIX I	59
MEMORANDUM OF AGREEMENT	65

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

## **ARTICLE I Recognition**

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

## **ARTICLE II Union Security**

### **SECTION 1**

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

### **SECTION 2**

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

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

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

### **ARTICLE III Bulletin Boards**

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

### **ARTICLE IV Grievance Procedure**

#### **SECTION 1**

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

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



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

2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 - June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.
- D. In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or four (4) work days for those covered by Section 2 of Article VI) before a hearing.
- E. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- F. Time limits provided for herein may be extended by written agreement of the parties.
- G. As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

**ARTICLE V**  
**Union Business Leave**

**SECTION 1**

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

**SECTION 2**

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

**SECTION 3**

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

**ARTICLE VI**  
**Work Week**

**SECTION 1**

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

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

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

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

## **SECTION 2**

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

## **SECTION 3**

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

## **SECTION 4**

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

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

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

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

**ARTICLE VII  
Holidays**

**SECTION 1**

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

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

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

**SECTION 2**

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

**ARTICLE VIII  
Overtime**

**SECTION 1**

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

\* See Memorandum of Agreement re Minimum Manning \*

**SECTION 2**

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

### SECTION 3

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

### SECTION 4

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

#### B. Regular Overtime Lists

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

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

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

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

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

## **SECTION 5**

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

## **SECTION 6**

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

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

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

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

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

**ARTICLE IX**  
**Acting Officers and Promotions**

**SECTION 1 - ACTING OFFICERS**

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

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

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

**SECTION 2**

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



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

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

### SECTION 3

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

**ARTICLE X**  
**Vacations**

**SECTION 1**

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

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

**SECTION 2**

- A. Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to eleven (11). The distribution of the eleven (11) positions shall be three (3) officers, four (4) apparatus operators, and four (4) firefighter or firefighter/paramedics. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander.
  
- B. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of seniority in grade, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same. No employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**ARTICLE XI  
Sick Leave**

**SECTION 1**

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

**SECTION 2**

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

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

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

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

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

## **SECTION 7**

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

## **ARTICLE XII** **Injury Leave**

### **SECTION 1**

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

### **SECTION 2**

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

### **SECTION 3**

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

## **SECTION 4**

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

## **SECTION 5**

### **Light Duty Work Program**

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

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

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

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

### **ARTICLE XIII Special Leave**

#### **SECTION 1**

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

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

## **SECTION 2**

### **Family Medical Leave**

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

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

### **ARTICLE XIV Funeral Leave**

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



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

## **ARTICLE XV Uniform Allowance**

### **SECTION 1**

The Town shall provide employees with dress uniforms to include:

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

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

### **SECTION 2**

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

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

### **SECTION 3**

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

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

**ARTICLE XVI**  
**Insurance**

**SECTION 1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 2**

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

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

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

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

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

### **SECTION 3**

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

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

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

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

#### **SECTION 4**

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

#### **ARTICLE XVII Leave of Absence Without Pay**

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

#### **ARTICLE XVIII Seniority and Reduction in Force**

#### **SECTION 1**

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

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

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

## **SECTION 2**

### **Layoff and Recall**

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

#### **A. Order of Layoff**

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



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

#### **B. Recall**

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

### **ARTICLE XIX Probationary Period**

#### **SECTION 1**

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

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

#### **SECTION 2**

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

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

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

## **ARTICLE XX Employee Wellness Program**

### **SECTION 1**

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

### **SECTION 2**

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

### **SECTION 3**

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

### **SECTION 4**

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

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

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

#### **SECTION 5**

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

#### **SECTION 6**

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

#### **SECTION 7**

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

#### **SECTION 8**

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

#### **SECTION 9**

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

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

- Results in surgical intervention resulting in lost work time,

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

## **ARTICLE XXI Health and Safety**

### **SECTION 1**

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

### **SECTION 2**

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

### **SECTION 3**

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

### **SECTION 4**

#### **Physical Examinations**

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

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

**ARTICLE XXII**  
**Emergency Medical Service**

**SECTION 1**

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

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

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

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

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

## **SECTION 2**

### **Certification**

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

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

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

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

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



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

### **SECTION 3**

#### **Precepting**

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

## **ARTICLE XXIII Miscellaneous**

### **SECTION 1**

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

### **SECTION 2**

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

### **SECTION 3**

All promotions shall be made through a merit system.

### **SECTION 4**

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

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

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

#### **SECTION 5**

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

#### **SECTION 6**

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

#### **SECTION 7**

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

#### **SECTION 8**

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

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

## **SECTION 9**

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

## **ARTICLE XXIV Savings Clause**

### **SECTION 1**

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

### **SECTION 2**

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

## **ARTICLE XXV Wages and Longevity**

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

## **ARTICLE XXVI Duration**

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

**ARTICLE XXVII  
Apparatus Operators**

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

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

**TOWN OF EAST HARTFORD**

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

\_\_\_\_\_  
Marcia A. Leclerc  
Mayor

\_\_\_\_\_  
Matt Flor  
President

\_\_\_\_\_  
Santiago Malave  
Director of Human Resources

\_\_\_\_\_  
Meredith G. Diette  
For the Town

\_\_\_\_\_  
Sandra L. Franklin  
Benefits Administrator

**APPENDIX A  
SALARY SCHEDULE**

**July 1, 2015 – June 30, 2019**

**GRADE**

**65 - Firefighter, Firefighter/Paramedic\***

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

\* Subject to Recruit Rate, as described below.

**66 - Apparatus Operator**

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

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

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

**68 - Lieutenant**

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

**69 - Captain**

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

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

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

**72 - Deputy Chief**

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

**NOTE:**

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

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

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

**Recruit Rate**

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

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

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

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

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

**APPENDIX B**

***THIS PAGE INTENTIONALLY LEFT BLANK***



**APPENDIX C**  
**Dr.'s Own Letterhead**

TO: Chief, Fire Department  
Town of East Hartford

FROM:

DATE: \_\_\_\_\_

As a physician duly licensed by the State of \_\_\_\_\_.

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

work during the continuous period from \_\_\_\_\_  
(date)

to \_\_\_\_\_ as a result of being afflicted with  
(date)

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

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

\_\_\_\_\_.  
(date)

\_\_\_\_\_  
Signature of Physician

**APPENDIX D**

***THIS PAGE INTENTIONALLY LEFT BLANK***

**APPENDIX D**

**EAST HARTFORD FIRE FIGHTERS  
MEDICAL INSURANCE PLAN**

**SCHEDULE OF BENEFITS**

**July 1, 2019- LUMENOS HEALTH SAVINGS ACCOUNT**

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

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

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

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

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

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

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

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

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

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

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

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

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



**APPENDIX E**  
**EAST HARTFORD**  
**TRIPLE OPTION DENTAL PLAN**

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

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

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

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

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

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

Employee Name \_\_\_\_\_ Date of Form Completion \_\_\_\_\_  
Department \_\_\_\_\_ Effective Date of Cancellation \_\_\_\_\_

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

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

Attached is documentation of my enrollment in the above plan.

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

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

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

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

**ANNUAL ROUTINE PHYSICAL EXAM FORM**

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

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

The Routine Physical Exam Should Include the Following:

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

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

\_\_\_\_\_  
**EMPLOYEE NAME**

**Physician's Name:** \_\_\_\_\_

**Date of Physical:** \_\_\_\_\_

**Physician's Signature:** \_\_\_\_\_

**APPENDIX H - WIND CHILL INDEX**

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

**A**
**B**
**C**

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

### APPENDIX H - HEAT STRESS INDEX

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

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

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

## APPENDIX I

### **SUBSTANCE ABUSE POLICY**

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

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

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

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

#### **Section 1 – Employee Assistance Program (EAP)**

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

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

## **Section 2 – Alcohol**

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

## **Section 3 – Prescription Drugs**

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



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

a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

#### **Section 4 – Illegal Drugs**

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

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

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

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

a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

#### **Section 5 – Testing Procedures**

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

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

#### **Section 6 – Interference With or Refusal to Test**

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

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

#### **Section 7 – Rehabilitation**

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

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

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

#### **Section 8 – Reasonable Suspicion Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## MEMORANDUM OF AGREEMENT

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

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

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

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

NOW, therefore, the parties agree as follows:

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


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



## MEMORANDUM

DATE: October 8, 2019

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Firefighter's Contract Settlement - Contingency Transfer

---

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

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

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

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

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

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

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

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

Town Of East Hartford  
Request for Budgetary Transfer of Funds

Department Name CONTINGENCY  
Fund Name General

Fiscal Year 2019-20

Date October 8, 2019  
Fund Number GO1

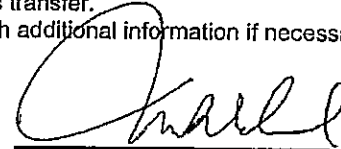
To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Fire Suppression	G5317-60110	\$ 238,927	Contingency Reserve - Contract Neg.	G9600-60201	\$ 238,927
	Total	\$ 238,927		Total	\$ 238,927

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

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

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

Signature- Director/Department Head



Approvals



Finance Director

10/8/19

Date Approved

Mayor

Date Approved

Town Council/Clerk

Date Approved

FINANCE DEPARTMENT USE ONLY

Transfer \_\_\_\_\_

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

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

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

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

Employees Covered 128

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

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

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

Annualized 1.8%



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

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

REVISED BLIGHT ORDINANCE  
(October 7, 2019)

Summary: In order to facilitate the maintenance of property in a manner consistent with community standards and to improve enforcement of blight, this act:

- a. Eliminates the Housing and Property Maintenance Code Boards of Appeals and establishes a Citation Hearing Officer to hear any appeals by property owners from a decision of the Department of Inspections and Permits regarding violations of the property maintenance Code. Such officers are appointed by the mayor but may not be employees of the Police Department or Department of Inspections or Permits.
- b. Updates the Building Code Board of Appeals
- c. Eliminates Section 7-6 that established two fire district in the town, an obsolete section.
- d. Adopts the 2015 version of the International Property Maintenance Code and includes findings on which to interpret the Code.
- e. Similar to the current ordinance, the act adopts a series of amendments to the International Property Maintenance Code to address Connecticut and East Hartford specific issues (as discussed below)
- f. Code is amended to establish the Inspections and Permits Department as the department as referenced in the Code and the Director as the 'Code official'
- g. Code is amended to define 'costs' as the expenses incurred by the town to correct a violation or to enforce the Code.
- h. Code is amended to provide that remediation costs may be collected as a lien on the property or an assessment to taxes owed by the property owner to the town as authorized under state law (section 12-169b).
- i. Code is amended to increase all civil fines to the statutory maximum of \$100 and changes the term from civil fine to civil penalty
- j. Code is amended to add a number of provisions that constitute a violation of the Property Maintenance Code including any violation of the provisions of state law or town ordinances related to upkeep of property.
- k. Code is amended to make minor changes to the citation appeal process
- l. Code is amended to provide that structures in violation of the Code which also constitute a public safety or health danger or have been abandoned for more than one year may be demolished by the town and costs recovered as a lien or tax assessment.
- m. Code is amended to extend from 7 to 10 days the period of time for a property owner to file an appeal.
- n. Code is amended to establish a criminal fine of up to \$250 for any willful violation of the Code after opportunity to appeal such order to correct. Provides that a criminal and civil penalty cannot be assessed for the same violation. Allows a new property owner at least 30 days to correct a violation by the previous owner where such violation was the subject of an enforcement order prior to title transfer.
- o. Deletes master building permit sections of the town building permit ordinance as obsolete
- p. Deletes current provisions for demolition of hazardous buildings as they are incorporated into the property maintenance Code

Sec. 1 Sections 7-1, 7-2 and 7-3 of the East Hartford Code of Ordinances are hereby repealed and the following is substituted in lieu thereof:

Section 7-1 Building Code Board of Appeals

- (a) There is established the Building Code Board of Appeals, consisting of five members, who shall be electors of the town, all of whom shall meet the qualifications set forth in the Connecticut State Building Code. Members shall be appointed so that one member's term expires each year. Members shall be appointed for a term of five years.
- (b) Any person aggrieved by the action of the Building Official or designee regarding compliance with the Building Code may appeal such action to the Building Code Board of Appeals. Such appeal process shall be governed by the provisions of Connecticut General Statutes Section 29-266.

[Sec. 7-1. Established; Membership. (a) There is established the Building Board of Appeals, consisting of five (5) members, who shall be electors of the town, not more than four (4) of whom shall belong to the same political party. Members shall be appointed so that one member's term expires each year. (b) Members shall be appointed for a term of five (5) years.

DIVISION 2. HOUSING CODE BOARD OF APPEALS. Sec. 7-2. Established; Membership. There is established the Housing Code Board of Appeals, consisting of five (5) members who shall be electors of the town, not more than three (3) of whom shall belong to the same political party. The members of the Housing Code Board of Appeals shall be appointed so that one member's term expires each year. Thereafter, each member shall serve for a term of five (5) years.

Sec. 7-3. Appeals to Board. (a) Any person aggrieved by any order, requirement or decision of the Director of Inspections and Permits requiring such person to bring property into compliance with the Housing Code may appeal to the Housing Code Board of Appeals by filing a written notice of appeal with the Board within seven days of the date of such order, requirement or decision. (Effective: 2/3/96)]

Sec. 2. Section 7-5 of the East Hartford Code of Ordinances is hereby repealed and the following is substituted in lieu thereof:

- (a) No building or premises in the town shall be in a condition which violates the provisions of the East Hartford Property Maintenance Code, the Connecticut State Building Code, or section 7-7 of the East Hartford Code of Ordinances.
- (b) Any building or premises that violates this section shall constitute blight as set forth in section 7-8 (6).
- (c) Any penalties hereunder and the costs of remedial action by the town assessed pursuant to the provisions of the East Hartford Property Maintenance Code may constitute a lien on such property and may, as applicable, with respect to costs of the town's remedial action, be assessed pursuant to the provisions of Connecticut General Statutes section 12-169b.

(a) any person owning any building or structure in the town shall maintain such building and surrounding property in a clean condition. In the event that such building or structure is abandoned, all doors and windows of such building shall be boarded up with plywood or other materials approved by the Director of Inspections and Permits. Such plywood or other materials shall be securely fastened to the building and shall be painted to prevent deterioration by the elements.

(b) The premises shall be kept free of litter or other refuse, and vegetation shall be kept trimmed as provided in Chapter 20. Failure to comply with this Section shall be deemed to constitute a nuisance.

(c) In the event that the abandoned building or property is not maintained as provided herein, the Town may, after ten (10) days' notice, abate the condition. The costs incurred by the Town in abating the nuisance shall constitute a lien against the property.

(d) Any person owning a building or structure that has been declared unsafe by the Director of Inspections and Permits shall comply with the orders of the Director in accordance with the Connecticut State Building Code.

(e) In the event a building is abandoned and left vacant for more than one (1) year, the owner of such building may be notified by the Director of Inspections and Permits to demolish said building within thirty (30) days of notice.

(f) If the owner fails to maintain the building as provided herein, or if the owner fails to demolish the building when ordered by the Director of Inspections and Permits, the Town may, after thirty (30) days' notice, abate the condition. The cost incurred by the Town to abate the nuisance shall constitute a lien against the property.]

Section 3. Section 7-6 of the East Hartford Code of Ordinances is hereby repealed (Fire Districts)

Section 4. Section 7-7 of the East Hartford Code of Ordinances is hereby repealed and the following is substituted in lieu thereof:

(a) The Town Council finds that blighted, unclean, unsanitary or unsafe buildings and other structures and premises may pose a threat to the health, safety and general welfare of their occupants and other members of the public, and may reduce the value and unreasonably interfere with the use and enjoyment of properties in the vicinity of such premises or structure. The Town Council also finds that structures and premises within the Town of East Hartford should not be allowed to become blighted, unclean, unsanitary or unsafe or remain in such condition. The Town Council adopts the International Property Maintenance Code as amended to protect, preserve and promote public health, safety and welfare, to prevent and control the incidence of communicable disease and to reduce environmental hazards to health, safety and welfare as such conditions are affected by violations of such Code. The Code as amended establishes minimum standards regarding the condition, occupancy and maintenance of all structures and premises and establish reasonable safeguards for the health, safety and welfare of the occupants and users of such structure or premises and the community. The Code prohibits any person, business entity, owner, tenant, occupier, operator, agent or possessor of real property from allowing, creating, maintaining, or causing to be created or maintain blight within the Town.

(b)The Town of East Hartford adopts, pursuant to authority to adopt a property maintenance Code, a blight ordinance and a nuisance ordinance under Connecticut General Statutes sections 7-148(c)(7)(H)(xv), 7-148(c)(7)(A); 7-148(c)(7)(E); 7-148aa; 7-148jj; 7-148o; and 7-152c, [and] the International Property Maintenance Code, [2003]2015 Edition, as amended by section 7-8 of the Code of ordinances.

Section 5. Section 7-8 of the East Hartford Code of Ordinances is hereby repealed and the following is substituted in lieu thereof:

Notwithstanding the provision of section 7-7, the provisions of International Property Maintenance Code, [2003] 2015 Edition are amended as follows:

- (1) Section 101.1 is amended to read as follows: These regulations shall be known as the Property Maintenance Code of the Town of East Hartford, hereinafter referred to as "this Code."
- (2) Section 102.3 of this Code is amended to read as follows: Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Connecticut State Building Code, Connecticut State Fire Safety Code, and Connecticut State Fire Prevention Code. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the Code of Ordinances or Zoning Regulations of the Town of East Hartford.
- (3) Section 102.6 of this Code is amended to read as follows: The provisions of this Code shall not be mandatory for existing buildings designated as historic buildings where such buildings or structures are judged by the Code official to be safe and in the public interest of health, safety and welfare defined by section 10-410 of the Connecticut General Statutes, which have been classified as such in the State Register of Historic Places.
- (4) This Code is amended by adding the following Section 102.7.3: Where this Code references the International Residential Code, International Building Code, International Existing Building Code, International Plumbing Code, International Mechanical Code, or National Electrical Code, it shall be considered to reference the Connecticut State Building Code. Where this Code references the International Fire Code, it shall be considered to reference the Connecticut State Fire Safety Code.
- (5) Section 102.8 of this Code is amended to read as follows: Requirements necessary for the strength, stability or proper operation of an existing building or equipment, or for the public safety, health and general welfare, not specifically covered by this Code, shall be as required in the Connecticut State Building Code, Connecticut State Fire Safety Code, or Connecticut State Fire Prevention Code.
- (6) Section 103.1 of this Code is amended to read as follows: The Department of Inspections and Permits shall be the "department" as referred in this Code and the Director of Inspections and Permits shall be the "Code Official" as referred in this Code.
- (7) Section 103.5 of this Code is amended to read as follows: The costs assessed for activities and services performed by the town under this Code shall be the expenses associated with actions taken to enforce the provisions of the Code concerning the building or premises.

- (8) Section 104.3 of this Code is amended to read as follows: Where it is necessary to make an inspection to enforce the provisions of this Code, or whenever the Code Official has reasonable cause to believe that there exists in a building or upon a premises a condition in violation of this Code, the Code Official is authorized to enter or perform the duties imposed by this Code, provided that if such building or premises is occupied, the Code Official shall present credentials to the occupant and make reasonable efforts to request entry. If such building or premises is unoccupied, the Code Official shall make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the Code Official shall have the authority to enter such premises in accordance with state law.
- (9) This Code is amended by adding the following Section 104.7: Required inspections – rental dwellings. Effective July 1, 2020, upon vacancy of any dwelling units that are rented, the owner shall request that the Code Official have an inspection of the dwelling performed and approved prior to the dwelling being re-occupied. Any violations of this Code that are observed during the inspection must be corrected and approved by the Code Official before the dwelling may be re-occupied.
- (10) This Code is amended by adding the following Section 104.8: Annual inspections of rooming houses. Annual inspections of rooming houses, motels, hotels, motor hotels, or rooming units shall be performed in accordance with the requirements in Chapter 7 of the Town of East Hartford Code of Ordinances.
- (11) Section 106.4 of this Code is amended to read as follows: (a) After notice of a violation has been given to the owner or occupant of such premises in accordance with section [PM-] 107, any person who violates the following provisions, which shall constitute blight under the provisions of this Code and Connecticut General Statutes section 7-148(c)(7)(H)(xv), shall be liable for the civil penalties as set forth in this section. Each day that a violation continues after due notice has been served shall be deemed a separate offense:
- (A) Section 108.1.1 Unsafe structural conditions \$100
  - (B) Section 108.1.2 Unsafe equipment \$100
  - (C) Section 108.1.3 Unfit for human occupancy \$100
  - (D) Section 108.1.4 Unlawful structure \$100
  - (E) Section 108.1.5 Dangerous structure or premises \$100
  - ~~[(E)]~~ (F) Section 302 Exterior deterioration \$ [50] 100
  - ~~[(F)]~~ (G) Section 304 Exterior structure \$ [50] 100
  - ~~[(G)]~~ (H) Section 305 Interior structure \$ [50] 100
  - (I) Section 306 Component Serviceability \$100
  - ~~[(H)]~~ (J) Section [306] 307 Handrails & Guardrails \$ [50] 100
  - ~~[(I)]~~ (K) Section [307]308 Rubbish & Garbage \$ [50] 100
  - ~~[(J)]~~ (L) Section [308.1] 309.1 Infestation \$ [50] 100
  - ~~[(K)]~~ (M) All other violations of the Code \$ [25] 100
  - (N) The premises is attracting illegal activity as documented by the Police Department and such activity constitutes a serious threat to health, safety and welfare of the public. \$100
  - (O) The premises is a fire hazard as determined by the Fire Marshal and such fire hazard constitutes a threat to the health, safety and welfare of the public. \$100
  - (P) The premises are in violation of the following sections of the East Hartford Code of Ordinances: Sections 7-5, 7-16, 7-23, 11-2 through 11-5 inclusive; article 2 of chapter 13; sections 13-25 through 29 inclusive; sections 16-5 through 16-7 inclusive; section 16-14 through 16-17a inclusive; chapter 17; sections 18-9 through 18-18 inclusive; section 18-33; section 18-

36; section 18-38; sections 20-1 through 20-3 inclusive; and sections 21-1 through 21-9 inclusive. \$100

(b) The Director of Inspections and Permits or designee may issue a citation assessing a civil [fine] penalty in accordance with the provisions of subsection (a) of this section to any person who has failed to correct a violation within the time specified in a notice issued in accordance with the provisions of section 107. Such citation shall include the following provisions: (1) that the person may pay the [fine] penalty specified in the citation to the Finance Department within fifteen days of receipt of such citation or service on the property where the violation occurred; (2) the allegations against him and the amount of the [fine] penalty; (3) that the person may contest liability for the [fine] penalty before [the] a Property Maintenance Code [Board of Appeals] Citation Hearing Officer by delivering, in person or by mail, within ten days of the date of the citation, a written demand for a hearing; (4) that if the person cited does not demand such hearing, an assessment and judgment will be entered against him; and (5) such judgment will issue without further notice.

(c) If the person who is served such citation wishes to admit liability for any alleged violation, he may, without requesting a hearing, remit the full amount of the civil [fine] penalty, either in person or by mail, payable to the Finance Department. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person or other person making such payment. Any person who fails to pay such [fine] penalty or demand a hearing shall be deemed to have admitted liability. The [Tax Collector] Director of Inspections and Permits shall certify such failure to [the Director of Inspections and Permits who may take appropriate action to recover such fines] a Property Maintenance Code Citation Hearing Officer who shall enter an order assessing the civil penalties, costs and fees provided in such citation and may, follow the procedures set forth in Section 7-152c (f). The Town of East Hartford may also file a lien on the real estate on which the violation or violations in the citation occurred pursuant to the provisions of Section 7-148aa of the Connecticut General Statutes.

(d) Any hearing under this section shall follow the citation hearing procedures in section 7-152c of the Connecticut General Statutes unless otherwise provided in this section. While the rules of evidence do not need to be strictly applied, all testimony shall be given under oath or affirmation. Any person who requests a hearing shall be given written notice of the date, time and place for the hearing. Such hearing shall be held not less than fifteen days nor more than thirty days from the date of the mailing of such notice, provided [the] Property Maintenance Code [Board of Appeals] ] Citation Hearing Officer may grant, upon good cause shown, any reasonable request by such person for a postponement of such hearing. The presence of either the Director of Inspections and Permits or the person who issued the citation shall be required at the hearing if so requested by the person named in the citation. Such request must be included with the appeal. A person wishing to contest liability shall appear at the hearing, may present evidence, and may be represented by an agent or attorney. The Director of Inspections and Permits or designee may present evidence on behalf of the Town. If the person who received the citation fails to appear, the Property Maintenance Code [Board of Appeals] Citation Hearing Officer shall enter an assessment by default against such person upon a finding of proper notice and liability under the applicable provisions of this section. [The hearing shall be conducted in accordance with the rules of evidence as established in section 4-178 of the Connecticut General Statutes.] The Property Maintenance Code [Board of Appeals] Citation Hearing Officer shall render a decision at the conclusion of the hearing and issue a written decision within ten days of the hearing. If the [Board] Citation Hearing Officer determines that the person who received the citation is not liable, it shall dismiss the matter and enter that determination in writing. If the Board determines that the person who received the citation is

liable for the civil [fines] penalties, the Board shall assess the civil [fines] penalty as provided in the citation.

(e) If the assessment by the Property Maintenance Code [Board of Appeals] Citation Hearing Officer is not paid to the Tax Collector within ten days of the receipt of the decision by the [Board] Citation Hearing Officer, the Town of East Hartford may follow the procedures in subsection (f) of section 7-152c of the Connecticut General Statutes. The Town of East Hartford may also file a lien on the real estate on which the violation or violations in the citation occurred pursuant to the provisions of section 7-148aa of the Connecticut General Statutes.

(12) Section 107.2 of this Code is amended to read as follows: Such notice prescribed in Section 107.1 shall:

- A. Be in writing;
- B. Include a description of the real estate sufficient for identification;
- C. Include a statement of the violation or violations and why the notice is being issued;
- D. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or building into compliance with the provisions of this Code;
- E. Include the right to appeal;
- F. Include a statement of the right to file a lien or seek the remedies set forth in accordance with Section 106.4; and
- G. Include the penalties associated with the violation.

(13) Section 107.3 of this Code is amended to read as follows: Such notice shall be deemed to be properly served if a copy thereof is:

- A. Delivered personally or by a State Marshal or other legally authorized process server in the State of Connecticut;
- B. Sent by certified or registered mail addressed to the last known address; or
- C. As otherwise prescribed by law.

(14) Section [107.4] 107.5 of this Code is amended to read as follows: Penalties for noncompliance with orders and notices shall be as set forth in Sections 106.3 and 106.4.

(15) This Code is amended by deleting Section 107.6 in its entirety.

(16) Section 108.1.3 of this Code is amended to read as follows: Building unfit for human occupancy. A building, or part thereof, shall be deemed unfit for human occupancy whenever the Code Official or the Director of Health or designee finds that such building is unsafe, unlawful or, because of the degree to which the building is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks adequate ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the building constitutes a hazard to the occupants of the building or to the public.

(17) Section 108.3 of this Code is amended to read as follows: Whenever the Code Official has condemned a building or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the building affected by such notice and served on the occupants and owner, owner's authorized agent or the person or persons responsible for the building or equipment in accordance with Section 107.3. If the notice pertains to equipment, it



shall be placed on the condemned equipment. The notice shall be in the form of prescribed in Section 107.2.

- (18) Section 108.5 of this Code is amended to read as follows: Any occupied building condemned and placarded by the Code Official shall be vacated as ordered by the Code Official. Any person who occupies a placarded building or shall operate placarded equipment after notice to vacate was served on them, and any owner, owner's authorized agent or person responsible for the building who shall let anyone occupy a placarded building or operate placarded equipment shall be liable for the penalties provided by this Code.
- (19) Section 109.1 of this Code is amended to read as follows: When, in the opinion of the Code Official, there is imminent danger of failure or collapse of a building has fallen and life is endangered by the occupation of the building, or when there is actual or potential danger to the building occupants or those in the proximity of any building because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Code Official shall immediately refer such conditions to the Fire Marshal.
- (20) Section 109.2 of this Code is amended to read as follows: Notwithstanding other provisions of this Code, whenever, in the opinion of the Code Official, a building or equipment is in imminent danger due to an unsafe condition, the Code Official may immediately order that the necessary work be done, including the boarding up of openings, to render such building temporarily safe whether or not the legal procedure herein described has been instituted. If the owner fails to immediately correct such conditions identified in the order, the Code Official is empowered to cause such necessary work to be completed in order to abate the emergency.
- (21) Section 109.4 of this Code is amended to read as follows: Where unsafe conditions exist due to operational failure of essential heating, electrical power or sanitary facilities within an occupied dwelling unit or dwelling and the dwelling unit or dwelling is otherwise suitable for human occupancy, and the owner fails to take immediate action to restore such conditions, the Code Official shall order restoration of such essential heating, electrical power or sanitary facilities by the owner or by the town. Costs for such emergency repairs by the town may be paid by the town and recovered in the manner established in section 109.5.
- (22) Section 109.5 of this Code is amended to read as follows: Costs incurred in the performance of emergency work or repairs, or work or repairs to make a premises safe and sanitary hereunder, performed by, or on behalf of, the Town of East Hartford shall be charged to the owner of the premises on which such emergency work was performed. If the costs of the emergency work are not paid by the owner of the premises, the town may recover such costs in accordance with the provisions of Section 7-5.
- (23) Section 110.2 of this Code is amended to read as follows: Notice as required by Section 7-22 of The Code of Ordinances shall be served prior to the demolition of any building more than fifty years old except in the case of imminent danger to the public or major destruction by fire.
- (24) Section 110.3 of this Code is amended to read as follows: If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the Code Official shall cause the building to be demolished and removed, and the costs of such demolition and removal may be recovered in accordance with the provisions of Section 7-5.

- (25) This Code is amended by adding the following Section 110.3.1: Abandoned Buildings. Buildings abandoned for more than one year may be ordered demolished, and the Town will have the same remedies set forth in Section 110.3 above.
- (26) Section 111.1 through 111.8, inclusive, of this Code is amended to read as follows:
- (a) 111.1 [There is established a Property Maintenance Code Board of Appeals consisting of five members who shall be electors of the Town. The members of the Property Maintenance Code Board of Appeals shall be appointed so that one member's term expires each year. Thereafter, each member shall serve for a term of five years or until a successor has been appointed. ] The Mayor shall appoint one or more persons to serve as a Property Maintenance Code Citation Hearing Officer to conduct hearings pursuant to this section, provided no employee of the Police Department or Inspections and Permits Department may serve as such officer. Each person shall serve a term of one year or until a successor is appointed whichever is longer.
- (b) 111.2 Any person aggrieved by a decision of the Code Official or a notice or order issued under Section 107 or a citation issued under Section 106 may appeal such decision, notice, order or citation to [the] a Property Maintenance Code [Board of Appeals] Citation Hearing Officer. Such person shall file a written application for appeal within [seven] ~~ten~~ days after the day the decision, notice or order is received by such person. Such appeal shall be based on a claim that the Code has been incorrectly interpreted, the provisions of the Code have not been violated, the provisions of the Code do not apply or the requirements of the Code are adequately satisfied by other means. In appealing a citation issued under Section 106, such person shall file such application in accordance with the provisions of such section.
- (27) This Code is amended by deleting Section 112 in its entirety.
- (28) Section 201.3 of this Code is amended to read as follows: Where terms are not defined in this Code and are defined in the Connecticut State Building Code, International Building Code, International Existing Building Code, Connecticut State Fire Safety Code, Connecticut State Fire Prevention Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code, NFPA 70, Code of Ordinances and Zoning Regulations of the Town of East Hartford, such terms shall have the meanings ascribed to them as stated in those Codes.
- (29) Section 201.5 of this Code is amended to read as follows: A word importing the masculine gender only shall extend and be applied to females and to firms, partnerships and corporations as well as to males.
- (30) Section 201.6 of this Code is amended to read as follows: All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.
- (31) Section 201.7 of this Code is amended to read as follows: A word importing the singular number only may extend and be applied to several persons and things, as well as to one person and thing.
- (32) Section 201.8 of this Code is amended to read as follows: Words used in the past or present tense include the future as well as the past and present tense.

(33) The following definitions in Section 202 are added, or amended, as follows:

Abandoned: shall mean any building that has remained vacant and the premises not maintained for a period of at least one year.

Board of Appeals: where used in this Code the term Board of Appeals shall mean Property Maintenance Code Citation Hearing Officer.

Bond: an obligation in writing, binding the signatory to pay a sum certain upon the happening or failure of an event.

Building: Any structure used or intended for supporting or sheltering any use or occupancy.

Business: Any profession, trade, occupation and any other commercial enterprise.

Clerk: The Town Clerk

Code: International Property Maintenance Code as amended.

Keeper and Proprietor: Persons, firms, associations, corporations, clubs and co-partnerships, whether acting by themselves or a servant, agent or employee.

Mayor: The Mayor of the Town of East Hartford

Oath: Any form of attestation by which a person signifies that he is bound in conscience to perform an act or to speak faithfully and truthfully, and includes an affirmation or declaration in cases where by law, an affirmation may be substituted for an oath.

Occupant: Any individual living or sleeping in a building, or having tenancy or actual possession of a space within a building.

Operate: Carry on, keep, conduct, maintain, manage, direct or superintend.

Ordinances: Ordinances of the Town of East Hartford and all amendments and supplements thereto.

Owner: Any person, agent, operator, firm or corporation who has complete dominion over particular property and who is the one in whom legal or equitable title rests; when applied to a building or land, any part owner, joint owner, owner of a community or partnership interest, life tenant, tenant in common, or joint tenant of the whole or part of such building or land, or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person: Any individual, natural person, Joint Stock Company, partnership, voluntary association, society club, firm, company, corporation, limited liability company, business trust, organization, or any other group acting as a unit, or the

manager, lessee, agent, servant, partner, member, director, officer or employee of any of them, including an executor, administrator, trustee, receiver, or other representative appointed according to law.

Personal Property: Every species of property, except real property, as herein defined.

Property: Real and Personal Property.

Premises: A lot, plot or parcel of land including any buildings thereon. A premises shall also mean an individual tenancy or dwelling unit within a multiple tenant structure.

Rooming House: Any dwelling unit in which three or more rooms are offered for rent with or without meals to three or more persons not of the immediate family of the owner.

Time of Performance: The time within which an act is to be done as provided in any Section or any order issued pursuant to any Section, when expressed in days, and is computed by excluding the first and including the last day. If the last day is Sunday or a legal holiday, that day shall not be counted in the computation. When the time is expressed in hours, the whole of Sunday or a legal holiday, from midnight to midnight, is excluded.

Town: The Town of East Hartford, in the County of Hartford, and the State of Connecticut.

- (34) Section 301.2 of this Code is amended to read as follows: The owner of the premises shall maintain the buildings and exterior property in compliance with these requirements except as otherwise provided for in sections 19a-358, 47a-7, 47a-11, 47a-51 and 47a-54a of the Connecticut General Statutes.
- (35) Section 302.4 of this Code is amended to read as follows: All premises shall be maintained free from weeds or excessive grass or plant growth in excess of nine inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and other vegetation provided, however, that this term shall not include cultivated grasses, flowers or gardens. Grass and weeds on unimproved premises shall be maintained to a height of not more than nine inches in height for at least ten feet from side and rear property lines if improved premises and at least fifteen feet from the street line.
- (36) Section 302.7 of this Code is amended to read as follows: All accessory buildings, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. No person shall erect or replace any fence exceeding four feet in height in the front yard of any residential property in the town. As used in this section, "front yard" shall mean any portion of the property between the street frontage and the residential building but shall not include the side yard or rear yard of residential property that is a corner lot or through lot. A person may erect a fence consisting of wood, wood composite, metal or plastic coated chain link, polyvinyl chloride or similar hard plastic compound material or such other material approved by the Code Official. No fence shall consist of tarp, canvas, fabrics or similar material. Any slats in between the chain links of a fence shall be of a uniform color pattern and

shall be trimmed to grade level and to the top rail of the fence, and shall be maintained in an intact and unbroken condition.

- (37) This Code is amended by adding Section 302.7.1 as follows: Fabric Garages or Storage Buildings. Buildings intended for storage of goods or vehicles that are covered by a fabric membrane shall not be permitted to be installed or used for any period of time in the yards of residential premises.
- (38) This Code is amended by adding Section 302.7.2 as follows: Recreational Fabric Structures. Notwithstanding Section 302.7.1, tents, open-sided or screened fabric shelters for the purpose of shade or recreation are permitted to be erected in the rear yard of one-, two- and three-family dwellings from May 1 through September 30.
- (39) Section 302.8 of this Code is amended to read as follows:
- (a) Except as provided in subsection (b) of section 21-1 of the Code of Ordinances and in the Zoning Regulations of the town of East Hartford, no unregistered motor vehicle shall be parked, kept or stored on any premises and no vehicle shall at any time be kept in a state of disassembly, disrepair or in the process of being stripped or dismantled provided that any vehicle may be repaired if such activity is permitted by a provision of the Code of Ordinance or zoning regulations of the town of East Hartford and such activity is conducted entirely within an enclosed structure.
  - (b) Parking on front lawns and driveways is prohibited as follows:
    - (i) As used in this section:
      - (2) "driveway" means a hard surface consisting of asphalt, concrete, brick, pavers, gravel or other materials normally used for driveways which is no greater in width than authorized under applicable Town zoning regulations and which is used as a means of ingress and egress to a parking area.
      - (3) "commercial motor vehicle" means a motor vehicle, without regard to the type or class of registration plate affixed thereto, the use of which, in whole or in part, is in conjunction with or in furtherance of a commercial enterprise, regardless of whether or not the vehicle bears the name of a business or commercial enterprise. Commercial vehicles do not include motor vehicles used and parked on the site of a permitted agriculture, farming, forestry or nursery gardening use
      - (4) "undersized commercial motor vehicle" means a commercial motor vehicle which has a gross weight under 10,000 pounds, a length of less than 30 feet, and a height of less than 8 feet, and which does not meet the definition of oversized motor vehicle.
      - (5) 'oversized motor vehicle' means any motor vehicle or commercial motor vehicle which:
        - (i) has a gross weight of over 10,000 pounds; or
        - (ii) exceeds 30 feet in length; or

- (iii). exceeds 8 feet in height; or
- (iv). has more than 2 axles; or
- (v). is designed to sell or deliver food or merchandise directly from the vehicle; or
- (vi). is a vehicle used for transporting hazardous materials or waste; or
- (vii). is a commercial trailer, bucket loader, bucket truck, crane, fork lift, wrecker, tanker truck, front end loader, bulldozer, bus, dump truck, tow truck, track vehicles, backhoe or bobcat.

- (6) "major recreational equipment" means a travel trailer, camper, motorized home, tent, auto camper and aquatic and off road vehicles.
- (7) "travel trailer" means a vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation use, permanently identified "travel trailer" by the manufacturer of the trailer.
- (8) "camper" means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation use.
- (9) "motorized home" means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- (10) "tent" means a fabric folding structure mounted on wheels and designed for travel use
- (11) "auto camper" means a lightweight unit that fits on top of a vehicle designed primarily for recreational use.
- (12) "aquatic and off road vehicles" means boats, ski-mobiles, dune buggies, amphibious vehicles, dirt bike and includes a trailer, case, or box used for transporting such vehicles to a point of use.
- (13) "parking space" means the area for parking a motor vehicle, except for major recreational equipment, no more than ten feet wide and twenty feet long, made up of a surface consisting of the materials set forth in subdivision (1) of this subsection, and having direct access to a street or driveway.

(ii) No motor vehicle shall be parked on property on which a one to four family dwelling is located in a residential zone unless it is parked in a garage or in a driveway or parking space, which driveway or parking space shall not be located on any portion of such property between the living area of the dwelling and the street unless such driveway or parking space has been approved under applicable Town zoning regulations and building Code.

(iii) No major recreational equipment may be stored or parked on any property in a residential zone unless it is thirty feet or less in total length and is (i) parked or stored in a garage or other completely enclosed structure that is legal under applicable East Hartford zoning regulations or (ii) parked on a parking space at least five feet from side and rear lot lines, no closer than twenty-five feet to any adjoining residence. Such equipment, during

the time it is parked or stored on such property, shall not be used or occupied for living, sleeping, housekeeping, storage or business purposes and there shall be no connections to any utility service, including electric, heat, water, sewage disposal, or natural gas services. Such equipment shall be owned or leased by a person residing on such property, registered with the Connecticut Department of Motor Vehicles, if applicable and operational and fit for its intended use. The owner or lessor of such recreational equipment shall be current with respect to the payment of taxes to the Town.

- (iv) Notwithstanding the provisions of subsection (iii), major recreational equipment that has a total length of thirty feet or less may be parked on a driveway or parking space of such property for a period not exceeding twenty-four hours.
  - (v) No oversized motor vehicle or commercial motor vehicle shall be parked on property in a residential zone.
  - (vi) Notwithstanding the provisions of subsection (v), no more than 1 undersized commercial motor vehicle may be parked on property in a residential zone provided it is parked in a garage or in a driveway or parking space, which driveway or parking space shall not be located on any portion of such property between the living area of the dwelling and the street unless such driveway or parking space has been approved under applicable Town zoning regulations and building Code and further provided that the owner or operator of such undersized commercial motor vehicle is the occupant of the residence where such vehicle is located.
  - (vii) Nothing in this section shall supersede any Town of East Hartford zoning regulation which is more restrictive on the location of major recreational equipment, commercial motor vehicle, or other motor vehicles.
- (40) This Code is amended by adding Section 302.10 as follows: Excessive brush. Property areas shall be maintained free of piles of cut brush, branches, plants, or plant material and shall be promptly removed from the premises.
- (41) Section 303.2 of this Code is amended to read as follows: Private swimming pools, hot tubs and spas shall have their enclosures maintained to the requirements of the Code under which they were permitted and approved by the building Official. New enclosures and replacement enclosures shall comply with the Connecticut State Building Code.
- (42) Section 304.14 of this Code is amended to read as follows: During the period from June 1 through October 15, inclusive, every door, window and other outside opening utilized or required for ventilation purposes or egress purposes and capable of being held in an open position serving any structure containing habitable rooms shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every swinging door containing screening shall have a self-closing device in good working condition. Screen doors shall not be required where other approved means for excluding insect intrusion are installed and functioning, such as approved air curtains or insect repellent fans.

- (43) This Code is amended by adding Section 304.2.1 as follows: Renovation, Repair, and Painting. Peeling, chipping, flaking or abraded paint in pre-1978 housing shall be repaired, removed, or covered in accordance with applicable Federal, State or local laws.
- (44) This Code is amended by adding Section 304.5 as follows: Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests, surface and ground water.
- (45) This Code is amended by adding Section 304.7.1 as follows: Temporary roof covering. Any temporary roof coverings such as tarps or plastic films installed for the purpose of preventing water infiltration through a damaged or deteriorated roof covering shall be installed for no longer than 30 calendar days within which time the owner shall have applied for a building permit to install permanent repair of said roof.
- (46) Section 304.14 of this Code is amended to read as follows: Insect screens. Every door, window and other outside opening required for ventilation shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.
- (47) This Code is amended by adding Section 305.3.1 as follows: Renovation, Repair and Painting. Peeling, chipping, flaking or abraded paint in pre-1978 housing shall be repaired, removed or covered in accordance with applicable Federal, State or local laws.
- (48) Section 307.1 of this Code is amended to read as follows: For detached one- and two-family dwellings and townhouses, every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Guards shall not be required where exempted by the Connecticut State Building Code.
- (49) This Code is amended by adding Section 308.2.1 as follows: Dumpsters. Where dumpsters are used as garbage containers for retail, food service, or multi-family buildings, said dumpsters shall be located in rear yards, shall not occupy required parking spaces, shall be set on concrete pads, and shall be enclosed by solid fencing and access gates that are six feet high above grade.
- (50) Section 309.3 of this Code is amended to read as follows: The owner of a one-family rental dwelling or of a single-tenant nonresidential building shall be responsible for pest elimination on the premises, unless legal responsibility has been transferred in accordance with Section 301.2.
- (51) Section 309.4 of this Code is amended to read as follows: The owner of a building containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential



structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property.

(52) This Code is amended by deleting Section 309.5 in its entirety.

(53) This Code is amended by adding the following Sections: Radon

310.1 Radon test results. The *owner* shall not rent a property if a known radon level at or over 4.0 picocuries per liter (pCi/L) is found in a habitable space of the property. Such radon levels shall be deemed an unsafe condition and shall be mitigated in accordance with this section. The *owner* shall disclose any known radon test results. If the *occupant* performs a radon test, the *occupant* shall provide the *owner* with documentation from the radon analytical laboratory, within ten business days of receipt of the radon report, that the average radon level is at or over 4.0 pCi/L. Acceptable radon test results include the average of two short-term tests conducted simultaneously or sequentially, one long-term test result, or one continuous radon monitor test. The *owner* may conduct a continuous radon monitor test by a National Radon Proficiency Program (NRPP) or National Radon Safety Board (NRSB) certified measurement professional within 10 business days to confirm or contest the initial radon report. Such confirmatory testing shall be conducted in the same location and under the same conditions as the initial test conducted by the *occupant*.

310.2 Radon mitigation. If there is a confirmed radon result at or over 4.0 pCi/L, the *owner* shall hire an NRPP or NRSB certified radon mitigation professional to install a radon mitigation system to reduce the radon level to below 2.0 pCi/L within thirty (30) calendar days. A mitigation system must be maintained in working order.

310.3 Post-mitigation radon test. If a mitigation system is installed, the *owner* shall conduct at least one, short-term, post-mitigation radon test immediately after system installation is completed. If post-mitigation test is conducted outside November 1 through March 31, an additional test shall be conducted between November 1 and March 31.

(54) Section 404.2 of this Code is amended to read as follows: A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls. Kitchens that were approved to comply with accessibility requirements of the Connecticut State Building Code do not need to comply with this Section.

(55) Section 404.5 of this Code is amended to read as follows: Rental dwelling units shall not be occupied by more occupants than permitted pursuant to Section 19a-358 and Section 47a-54a of the Connecticut General Statutes.

(56) Section 503.4 of this Code is amended to read as follows: Every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition for any building except in a detached one- and two-family dwelling and townhouse.

(57) Section 504.3 of this Code is amended to read as follows: Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the Code Official shall require the

defects to be corrected to eliminate the hazard. Coorrective work shall be in accordance with the Connecticut State Building Code.

- (58) Section 505.4 of this Code is amended to read as follows: Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C) and a maximum of 120°F (49°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
- (59) Section 602.2 of this Code is amended to read as follows: Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.
- (60) Section 602.3 of this Code is amended to read as follows: Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 65°F in all habitable rooms, bathrooms and toilet rooms.
- (61) Section 602.4 of this Code is amended to read as follows: Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied. Exceptions: (1) processing, storage and operation areas that require cooling or special temperature conditions; (2) areas in which persons are primarily engaged in vigorous physical activities; and (3) areas exempted by OSHA regulations.
- (62) Section 604.2 of this Code is amended to read as follows: The approved service shall be maintained in accordance with the Connecticut State Building Code.
- (63) Section 606.1 of this Code is amended to read as follows: Elevators, dumbwaiters and escalators shall be maintained in compliance with applicable Codes and regulations adopted by the State of Connecticut.
- (64) Section 606.2 of this Code is amended to read as follows: In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied, provided buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing. Buildings with dwelling units or sleeping units served by elevators shall not have all elevators out of service for more than 24 hours. Should Town of East Hartford emergency services personnel and equipment be used to transport disabled persons in and out of the building by the stairs, the building owner shall be required to reimburse the Town for such expenses. Should the owner fail to pay such expenses, the town may recover such costs, including attorney's fees, in accordance with the applicable law.

- (65) Section 701.1 of this Code is amended to read as follows: The provisions of this chapter shall govern the minimum conditions and standard for fire safety in detached one- and two-family dwellings and their accessory structures. No provisions of this chapter shall be considered to supersede the State Fire Safety Code, which shall govern for all other buildings.
- (66) Section 704.2 of this Code is amended to read as follows: Single- or multiple-station smoke alarms shall be installed and maintained in dwellings at all of the following locations: (1) On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms; (2) In each room used for sleeping purposes; and (3) In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Sec. 6. Section 7-8a of the Town of East Hartford Code of Ordinances is hereby repealed and the following is substituted in lieu thereof:

[Sec. 7-8 a. *Withhold Building Permits on Delinquent Tax Property.*

- a. No building permit shall be issued by the Director of Inspections and Permits or designee until: (1) the Director or designee determines that taxes, interest and lien fees on the property for which the Building Permit would be issued are current; or (2) if taxes are delinquent, (A) the Collector of Revenue or designee has informed the Director in writing that the owner of such property has entered into a delinquent tax repayment plan approved by the Collector of Revenue; or (B) the Director of Inspections and Permits certifies in writing that the construction, repair or improvement described in such permit will address a health or safety emergency affecting the occupants of the building that is the subject of the permit.
- b. As used in the section, "building permit" shall include a building permit, certificate of occupancy, electrical permit, mechanical permit, and all other permits and certificates issued by the Director of Inspections and Permits or designee under the State of Connecticut Building Code.]

*Sec. 7-8a. State Fine for Violations of Blight Ordinance*

(a) Except as provided in subsection (b) of this section, any person who, after written notice and a reasonable opportunity to remediate blighted conditions, willfully violates any regulation adopted pursuant to section 7-148(c)(7)(H)(xv) of the Connecticut General Statutes concerning the prevention and remediation of housing blight, shall be subject to a state fine of not more than two hundred fifty dollars for each day, based on actual inspection of the property on each such day, that such violation continues after the period of reasonable opportunity to remediate has ended. A civil penalty under this section shall not be assessed for the same occurrence of a violation for which a criminal fine under this subsection has been assessed and paid.

(b) Any person who is a new owner or new occupant shall, upon written request, be granted a thirty-day extension of the notice and opportunity to remediate provided pursuant to subsection (a) of this section. For the purposes of this section, "new owner" means any person or entity who has taken title to a property within thirty days of the issuance of the notice, and "new occupant" means any person who has taken occupancy of a property within thirty days of the notice.

Sec. 7. Section 7-9 of the Town of East Hartford Code of Ordinances is hereby added as follows:

*Sec. 7-9 Withhold Building Permits on Delinquent Tax Property.*

- (a) No building permit shall be issued by the Director of Inspections and Permits or designee until: (1) the Director or designee determines that taxes, interest and lien fees on the property for which the Building Permit would be issued are current; or (2) if taxes are delinquent, (A) the Collector of Revenue or designee has informed the Director in writing that the owner of such property has entered into a delinquent tax repayment plan approved by the Collector of Revenue; or (B) the Director of Inspections and Permits certifies in writing that the construction, repair or improvement described in such permit will address a health or safety emergency affecting the occupants of the building that is the subject of the permit.
- (b) As used in the section, "building permit" shall include a building permit, certificate of occupancy, electrical permit, mechanical permit, and all other permits and certificates issued by the Director of Inspections and Permits or designee under the State of Connecticut Building Code.

Sec. 8 Section 7-23 of the Town of East Hartford Code of Ordinances is hereby repealed and the following is substituted in lieu thereof:

(a) The State of Connecticut Building Code, as amended from time to time, is hereby adopted as the Town of East Hartford Building Code. The Director of Inspections and Permits and his designees shall administer and enforce the provisions of such Code.

(b) All buildings and other structures shall be constructed, altered or repaired in strict compliance with the requirements of the Town's Building Code, as amended from time to time.

(c) No building or other structure shall be constructed, altered or repaired unless and until the construction, alteration or repair has been approved by the Director of Inspections and Permits and authorized by such Director through the issuance of a written permit authorizing the construction, alteration or repair of such building or structure upon payment of the fee established by the Town Council. Such permit shall be prominently displayed on the structure being constructed, altered or repaired at all times while work is in progress.

(d) Failure to secure a building permit before commencing the construction, alteration or repair of a building or other structure shall subject the owner of such structure to a surcharge of ninety-nine dollars which shall be added to the building permit fee authorized by the Town Council, provided such surcharge may be waived if the owner applies for such permit prior to receipt of the notice issued pursuant to sub-section (e) of this section. Subsection (d) effective 04-17-02

(e) An owner of a structure being constructed, altered or repaired without a valid permit shall apply for such permit within five working days of his receipt of a written notification from the Director of Inspections and Permits that he must apply for and receive a building permit in order to continue the construction, alteration or repair of such structure.

(f) Any owner of a structure who fails to apply for a building permit within the time set out in sub-section (e) above, shall be fined not more than ninety-nine dollars for each day on which the construction, alteration or repair of such structure remains in violation of this Chapter.

[(g) As used in this section, a "master building permit" shall authorize the holder of such permit to conduct any activity for which a building permit pursuant to subsection (c) of section 7-23 of the town ordinances is required except that such master building permit shall not apply to (1) new construction of any building or structure; or (2) renovation to an existing building or structure

that would involve a change in the use of such building or structure or allow for additional occupancy of a portion of such building or structure by fifty or more individuals.

(h) A master building permit may be issued to an owner of any property on which a structure or structures of more than two hundred and fifty thousand square feet, singly or in aggregate, are located who (1) has designated as his master building permit agent a person licensed as a building inspector or assistant building inspector pursuant to subsection (a) of section 29-262 of the Connecticut General Statutes to review plans and inspect construction; (2) keeps records of all documents and information concerning such construction and files original documents with the Director of Inspections and Permits; (3) agrees to file with the Director of Inspections and Permits, for information purposes, a detailed schedule containing plans, details and other information on any such construction conducted pursuant to the master building permit; and (4) pays the application fee established for a master building permit as set by the town council.

(i) The Director of Inspections and Permits may issue a master building permit to any owner who applies for such permit and who submits evidence that the person meets the criteria as set forth in subsection (b) of this section. The master building permit shall be valid for a period of one year from the date of issuance. The Director may revoke such permit if (1) the owner or his master building permit agent misrepresents any information filed pursuant to this section; (2) the Director conducts a performance review of such permitted activity and finds significant violations of the building code; (3) the master building permit agent is determined by the Director of Inspections and Permits to be unqualified or unable to perform the administrative or technical responsibilities of the position or (4) the owner fails to pay the permit fee for the work submitted with each activity report filed pursuant to subsection (e) of this section.

(j) Upon the termination or resignation of the master permit agent or where the master permit agent is unable or unwilling to discharge the duties and responsibilities of the master permit agent, the owner shall designate another master permit agent who is licensed as a building inspector or assistant building inspector pursuant to subsection (a) of section 29-262 of the Connecticut General Statutes and shall notify the Director of Inspections and Permits of such designation.

(k) Any owner to whom a master building permit has been issued shall file an activity report, not less than every three months from the date of issuance of the permit, with the Director of Inspections and Permits. Such report shall list activities conducted pursuant to the permit and containing a certification by the master building permit agent that such activities are conducted in accordance with applicable building codes and state law. Such report shall include any inspections or reviews of construction under the master building permit conducted by the town fire marshal or such other fire marshal authorized by law to conduct such inspections or reviews. The Director shall review such report and conduct inspections of such activities as the Director deems necessary.

(l) The Town Council shall establish an application fee for a master building permit. The Town Council shall also establish a fee for work performed pursuant to this section which may be less than the building permit fee charged for such activity if it was not performed pursuant to a master building permit. The master building permit application fee amount shall be credited against such fees.]

Sec. 9. Sections 7-24 through 7-28, inclusive, of the Town of East Hartford Code of Ordinances is hereby repealed.

Section 10. Subsection (a) of Section 21-1 of the East Hartford Code of Ordinances is hereby amended as follows:

(a) Definition. For purposes of Sections 21-1 and 21-2 of the Municipal Code, the terms below have the following meaning:

- (1) "Motor vehicle" or "vehicle" shall mean a machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery, except for electric battery operated wheel chairs or scooters, self-propelled snow plows, snow blowers or lawn mowers and shall include, without limitation, automobile, truck, trailer, major recreational equipment, motorcycle, tractor, buggy and wagon.
- (2) "Street" shall have the same definition as set forth in Sec. 1-2(32) of the Code of Ordinances.
- (3) "Public property" shall mean all real estate owned and/or maintained by the Town of East Hartford.
- (4) "Abandoned motor vehicle" shall mean any motor vehicle within the Town which, after a good faith determination, has the appearance that the owner has relinquished control without the intention of reclaiming it, including, but not limited to, an unregistered vehicle a vehicle with invalid marker plates, or one which is damaged, vandalized, dismantled, partially dismantled, inoperative, or unusable as a motor vehicle.
- (5) "Person" shall have the same definition as set forth in Sec. 1-2(21) of the Code of Ordinances.
- (6) "driveway" means a hard surface consisting of asphalt, concrete, brick, pavers, gravel or other materials normally used for driveways which is no greater in width than authorized under applicable Town zoning regulations and which is used as a means of ingress and egress to a parking area.
- (7) "commercial motor vehicle" means a motor vehicle, without regard to the type or class of registration plate affixed thereto, the use of which, in whole or in part, is in conjunction with or in furtherance of a commercial enterprise, regardless of whether or not the vehicle bears the name of a business or commercial enterprise. Commercial vehicles do not include motor vehicles used and parked on the site of a permitted agriculture, farming; forestry or nursery gardening use
- (8) "undersized commercial motor vehicle" means a commercial motor vehicle which has a gross weight under 10,000 pounds, a length of less than 30 feet, and a height of less than 8 feet, and which does not, meet the definition of oversized motor vehicle.
- (9) "oversized motor vehicle" means any motor vehicle or commercial motor vehicle which:

- (i). has a gross weight of over 10,000 pounds; or
  - (ii) exceeds 30 feet in length; or
  - (iii). exceeds 8 feet in height; or
  - (iv). has more than 2 axles; or
  - (v). is designed to sell or deliver food or merchandise directly from the vehicle; or
  - (vi). is a vehicle used for transporting hazardous materials or waste; or
  - (vii). is a commercial trailer, bucket loader, bucket truck, crane, fork lift, wrecker, tanker truck, front end loader, bulldozer, bus, dump truck, tow truck, track vehicles, backhoe or bobcat.
- (10) "major recreational equipment" means a travel trailer, camper, motorized home, tent, auto camper and aquatic and off road vehicles.
- (11) "travel trailer" means a vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation use, permanently identified "travel trailer" by the manufacturer of the trailer.
- (12) "camper" means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation use.
- (13) "motorized home" means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- (14) "tent" means a fabric folding structure mounted on wheels and designed for travel Use.
- (15) "auto camper" means a lightweight unit that fits on top of a vehicle designed primarily for recreational use.
- (16) "aquatic and off road vehicles" means boats, ski-mobiles, dune buggies, amphibious vehicles, dirt bike and includes a trailer, case, or box used for transporting such vehicles to a point of use.

Section (11). Subsection (h) of Section 21-1 is hereby amended to read as follows:

(h) Liability of Owner or Occupant. Upon failure of the owner of the abandoned motor vehicle, the owner of the private property, and/or the occupant of the private property from which abandoned motor vehicles have been removed by the Town to pay the unrecovered expenses incurred by the Town in such removal, a lien shall be

placed upon the property of the owner of the abandoned motor vehicle, or the owner of the property [, and/or the occupant of the property,] for the amount of such expenses.

Section 12. Section 21-3 of the East Hartford Code of Ordinances is hereby amended as follows:

**Sec. 21-3. Parking Regulations.<sup>2</sup>**

- (a) No vehicle shall be permitted to remain stationary within ten (10) feet of any fire hydrant.
- (b) (1) No vehicle shall be parked or permitted to remain parked upon the traveled portion of any highway or street between the hours of **2:00 A.M. and 5:00 A.M.** unless the legal owner of such vehicle has previously obtained from the Director of Public Works a written permit, or from the Chief of Police a temporary waiver, authorizing the parking of such vehicle upon the traveled portion of a highway or street between the hours of **2:00 A.M. and 5:00-A.M.** During all other times, provided no parking ban is in effect, vehicles shall be permitted to remain parked upon the traveled portion of any highway or street used by the public for no more than five (5) hours only if parked upon the right hand side of such highway or street in the direction in which the vehicle is headed. If such highway or street is curbed, such vehicle shall be placed in such a manner that its right hand wheels when stationary shall, when safety will permit, be within a distance of twelve (12) inches from the curb or from the edge of the pavement, if no curb exists.
  - (2) [The Director of Public Works is authorized to issue written one-year permits authorizing on-street parking during the 2:00 A.M. to 5:00 A.M. parking prohibition period set out in the provisions of sub-section (b)(1), above, to owners of vehicles who reside in the town upon written application and payment of the fee set for such exemption by the Council. No permit shall be issued by the Director if it is found, after inquiry, that the applicant owes any motor vehicle taxes to the Town.]

The Director shall issue such one (1) year permits allowing an exemption from the provisions of sub-section (b)(1), above, to:

- (i) vehicles owned by persons who reside in single family or other residential structures housing no more than six (6) families who do not have and cannot obtain off-street parking for their vehicles pursuant to Section [21-9] 7-8 within the lots occupied by such residential structures, and are also unable to secure off-street parking for such vehicles within a reasonable distance from their residences; and
- (ii) vehicles whose owner or principal operator has a disability and produces a letter from his/her physician documenting that such person cannot reasonably transgress the distance



between his/her residence and his/her off-street parking area. All written permits shall be prominently affixed to the upper left side of the vehicle's back window so that they may be visible to patrol officers when the vehicle is parked.

(3) The Chief of Police or his designee may, upon written application or verbal request, issue temporary waivers, not to exceed one (1) night in length, from the 2:00 A.M. to 5:00 A.M. limit set out in the provisions of sub-section (b)(1), above, to:

- (i) vehicles owned by owners and/or tenants of residential structures when the parking lots and/or driveways of such structures are being resealed or repaired. Any such waiver may be extended upon verbal or written request for not more than three (3) additional consecutive nights;
- (ii) vehicles owned by non-residents of the town visiting and/or temporarily residing with a resident of the town. Any such waiver may be extended upon verbal or written request for not more than three (3) additional consecutive nights; and
- (iii) vehicles owned or operated by individuals who are unable to move the vehicle off the street due to a temporary mechanical malfunction of such vehicle for not more than one (1) night.

(4) Vehicles exempted from the A.M. time limit set out in the provisions of sub-section (b)(1), above, shall be parked in full compliance with all applicable parking ordinances and/or regulations.

(5) Whenever a parking ban is declared by the Chief of Police, as authorized by Town Ordinance 21-5, all vehicles, including those to which exemptions have been granted pursuant to the provisions of sub-sections (2) and (3), above, shall be removed from the street to off-street parking and shall be kept off the street until the parking ban has been ended by the Chief of Police.

(6) Notwithstanding subsections (b) (1) and (2), provided no parking ban is in effect, commercial motor vehicles, oversized motor vehicles, undersized commercial motor vehicles or major recreational equipment, as defined in 21-1 (a), shall be permitted to remain parked upon the traveled portion of any highway or street used by the public for no more than one (1) hour only if parked upon the right hand side of such highway or street in the direction in which the vehicle is headed. If such highway or street is curbed, such vehicle shall be placed in such a manner that its right hand wheels when stationary shall, when safety will permit, be within a distance of twelve (12) inches from the curb or from the edge of the pavement, if no curb exists. This prohibition shall not apply to a commercial motor vehicle or undersized commercial motor if such vehicle is commercially engaged during the time it is parked.

(c) No vehicle shall be permitted to remain parked within twenty-five (25) feet of any intersection or a marked crosswalk thereat, or within twenty-five (25) feet of a stop sign.

- (d) No vehicle shall be permitted to remain stationary on a sidewalk, except bicycles, as permitted herein.
- (e) No vehicle shall be permitted to remain stationary so as to prevent egress and ingress from or to a driveway, except with the permission of the owner of such driveway. (Effective: 6/5/87)
- (f) No vehicle shall be permitted to remain stationary upon the traveled portion of any street or highway within an area properly designated as "no parking area" by duly constituted authority.
- (g) No vehicle shall be permitted to remain stationary at a parking meter for a period of time longer than that set forth on such meter.
- (h) No vehicle shall be permitted to remain stationary within the limits of the public street or highway in such a manner as to constitute a traffic hazard or obstruct the free movement of traffic thereon, provided a vehicle which has become disabled to such an extent that it is impossible or impracticable to remove, it may be permitted to so remain for a reasonable time for the purpose of making repairs thereto or of obtaining sufficient assistance to remove it.
- (i) No vehicle shall, except in the zones restricted for angle parking, remain backed up to the curb, except when necessary or convenient during the work of loading or unloading.
- (j) No vehicle shall be permitted to remain stationary upon the traveled portion of any highway except upon the right-hand side of such highway in the direction in which such vehicle is headed.
- (k) No vehicle shall be permitted to remain stationary upon any tree belt or a similar town-owned strip of land adjacent to a public street or highway.

Section 13. Section 21-4 is amended by deleting it in its entirety:

***[Sec. 21-4. Parking Near Dwellings Restricted.***

The parking of motor vehicles within fifteen (15) feet of any dwelling having three (3) or more stories above ground, used and maintained as a rooming house or an apartment house is prohibited except on a public highway. Also the parking of any motor vehicle within fifteen (15) feet of any public housing unit is prohibited. The registered owner of a motor vehicle illegally parked in violation of this Section shall be presumed to have been the person who parked the vehicle.]

Section 14. Section 21-9 is deleted in its entirety.

***[Sec. 21-9. Parking Prohibited on Front Lawns.***

(a) As used in this section:

1. "driveway" means a hard surface consisting of asphalt, concrete, brick, pavers,

gravel or other materials normally used for driveways which is no greater in width than authorized under applicable Town zoning regulations and which is used as a means of ingress and egress to a parking area.

2. "major recreational equipment" means a travel trailer, camper, motorized home, tent, auto camper and aquatic and off road vehicles.
  3. "travel trailer" means a vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation use, permanently identified "travel trailer" by the manufacturer of the trailer.
  4. "camper" means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation use.
  5. "motorized home" means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
  6. "tent" means a fabric folding structure mounted on wheels and designed for travel use.
  7. "auto camper" means a lightweight unit that fits on top of a vehicle designed primarily for recreational use.
  8. "aquatic and off road vehicles" means boats, ski-mobiles, dune buggies, amphibious vehicles, dirt bike and includes a trailer, case, or box used for transporting such vehicles to a point of use.
  9. "parking space" means the area for parking a motor vehicle, except for major recreational equipment, no more than ten feet wide and twenty feet long, made up of a surface consisting of the materials set forth in subdivision (1) of this subsection, and having direct access to a street or driveway.
- (b) No motor vehicle that is not major recreational equipment shall be parked on property on which a one to four family dwelling is located in a residential zone unless it is parked in a garage or in a driveway or parking space, which driveway or parking space shall not be located on any portion of such property between the living area of the dwelling and the street unless such driveway or parking space has been approved under applicable Town zoning regulations and building code.
- (c) No major recreational equipment may be stored or parked on any property in a residential zone unless it is thirty feet or less in total length and is (i) parked or stored in a garage or other completely enclosed structure that is legal under applicable East Hartford zoning regulations or (ii) parked on a parking space at least five feet from side and rear lot lines, no closer than twenty-five feet to any adjoining residence. Such equipment, during the time it is parked or stored on such property, shall not be used or occupied for living, sleeping, housekeeping, storage or business purposes and there shall be no connections to any utility service, including electric, heat, water, sewage disposal, or natural gas services. Such equipment shall be owned or leased by a person residing on such property, registered with the Connecticut Department of Motor Vehicles, if applicable and operational and fit for its intended use. The owner or lessor of such recreational equipment shall be current with respect to the payment of taxes to the Town.
- (d) Notwithstanding the provisions of subsection (c), major recreational equipment that has a total length of thirty feet or less may be parked on a driveway or parking space of such property for a period not exceeding twenty-four hours.
- (e) The Director of Inspections and Permits may promulgate regulations to carry out the provisions of this section.
- (f) Nothing in this section shall supersede any town of East Hartford zoning regulation

which is more restrictive on the location of major recreational equipment or motor vehicle.

- (g) A civil penalty of one hundred dollars shall be assessed for any violation of this section.]

Section 15. Section 21-10 is deleted in its entirety.

**[Sec. 21-10. Racing Prohibited.]**<sup>4</sup>[GR1]

No person shall race with bicycles or automobiles or try the speed of horses through or upon any street or highway of the Town.]

Section 16. Section 21-12 is hereby amended by deleting 21-12(b) in its entirety.

- (a) [Any person who violates any provision of this Section, shall be subject to a fine as set by the Council in the Fee Schedule, provided that the fine is paid at the police station within twenty-four (24) hours of the offense, otherwise the penalty shall be increased as set forth in the Fee Schedule.]

Section 17. Section 21-13 is hereby amended by deleting it in its entirety.

**[Sec. 21-13. Designation of Handicapped Parking Spaces.**

(a) In the case of an existing public building or private building devoted to public use, with a parking lot capacity of ten or more vehicles, the Traffic Authority of the Town shall establish specific handicapped parking spaces by written order and cause a copy of such order to be delivered to the owners or agents of the building and the land on which it stands. The owner or agent thereof shall, within five days after receiving such order, mark the spaces in the manner described in Section 14-253a of the Connecticut General Statutes.]

Section (18). Article 2., Bicycles and Bicycling, is amended as follows:

- (1) Sections 21-15 through 21-43 are deleted in their entirety.

**[Sec. 21-15. Defined.**

Bicycle shall mean a device propelled by human power which any person may ride, having two tandem wheels either of which is over twenty inches in diameter. Bicycle shall not include any motorized bicycles. Such motorized bicycles shall be deemed to be motor vehicles.

<sup>5</sup>State law reference: As to motorized bicycles, see Sec. 14-286, General Statutes. As to authority to regulate, see Sec. 14-189, General Statutes.

**Sec. 21-16. Applicability of Article.**

The regulations in this Article applicable to bicycles, shall apply wherever a bicycle is operated upon any street, or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

**Sec. 21-17. Applicability of Article to Non-Residents.**

Non-residents must comply with the regulations on operation of bicycles in the Town, but need not be licensed in this Town.

**Sec. 21-18. License Required.**

No person who resides within the Town shall ride or proper a bicycle on any street, or upon any public path set aside for the exclusive use of bicycles, unless such bicycle has been licensed.

**Sec. 21-19. License Application; Fee.**

Application for a bicycle license shall be made upon a form provided by the Town and shall be made to the Chief of Police. An annual license fee as set by the Council in the Schedule of Fees shall be paid to the Town before each license or renewal is granted.

**Sec. 21-20. Inspection of Bicycle.**

The Chief of Police shall inspect each bicycle before licensing the same and shall refuse a license for any bicycle which he determines is in unsafe mechanical condition.

**Sec. 21-21. License Issuance; Term; Denial; Records.**

(a) The Chief of Police, upon receiving proper application therefore, is authorized to issue a bicycle license which shall be effective until June 1st of the following year.

(b) The Chief of Police shall not issue a license for any bicycle when he knows or has reasonable ground to believe that the applicant is not the owner of or entitled to the possession of such bicycle.

(c) The Chief of Police shall keep a record of the number of each license, the date issued and the name and address of the person to whom issued and the make, color, and bicycle frame number for which issued and a record of all bicycle license fees collected by him.

**Sec. 21-22. License Plate or Sticker.**

(a) The Chief of Police upon issuing a bicycle license shall also issue a license plate or sticker bearing the license number assigned to the bicycler, the name of the Town and the year for which issued.

(b) The Chief of Police shall cause such license plate or sticker to be firmly attached to the rear mudguard or frame of the bicycle for which issued, in such position as to be plainly visible from the rear.

(c) The license plate or sticker shall be kept attached to the bicycle, and no person shall remove it from the bicycle during the period for which issued except

upon transfer of ownership or in the event the bicycle is dismantled and no longer operated upon any street in this Town.

(d) Such plates or stickers shall not be transferred from one person to another.

***Sec. 21-23. License Renewal.***

Upon the expiration of any bicycle license the same may be renewed upon application and payment of the same fee as upon original application.

***Sec. 21-24. License Surrender or Assignment of Plate on Transfer.***

Upon sale or other transfer of a licensed bicycle, the licensee shall remove the license plate and shall either surrender the plate to the Chief of Police, or may, upon proper application, but without payment of additional fee, have the plate assigned to another bicycle owned by the applicant. Stickers need not be surrendered to the Chief of Police but shall be removed upon such sale or transfer.

***Sec. 21-25. Compliance with Article by Rental Agency.***

A rental agency shall not rent or offer any bicycle for rent unless the bicycle is licensed and a license plate is attached thereto as provided herein and such bicycle is equipped with the lamps and other equipment required in this Article.

***Sec. 21-26. Dealers' Report of Transactions Required.***

Every person engaged in the business of buying or selling new or secondhand bicycles shall make a report to the Chief of Police of every bicycle purchased or sold by such dealer, giving the name and address of the person from whom purchased and/or to whom sold, a description of such bicycle, make, color, and bicycle frame number thereof and the number of the license plate or sticker, if any is found thereon.

***Sec. 21-27. Applicability of Traffic Regulations.<sup>6</sup>***

Persons riding bicycles upon a roadway shall be subject to the traffic regulations of this town applicable to the driver of a vehicle, except as to special regulations in this Article, and except as to those provisions which by their nature have no application.

<sup>6</sup>State Law Ref: As to authority and applicability of traffic regulations to bicycles, see Sec.14-286a, C.G.S. person dismounts from the bicycle to make such turn, in which event such person shall obey the regulations applicable to pedestrians.

**Sec. 21-28. Obedience to Traffic Signs and Devices.**

(a) Any person operating a bicycle shall obey the instructions of the official traffic signals, signs and other control devices applicable to vehicles unless otherwise directed by a police officer.

(b) Whenever authorized signs are erected, indicating that no right, left or "U" turn is permitted, no person operating a bicycle shall disobey the direction of any such sign, except where such

**Sec. 21-29. Riding Position; Number of Riders.<sup>7</sup>**

(a) A person operating a bicycle shall not ride other than upon or astride the permanent and regular seat attached thereto, nor carry any other person upon such bicycle other than upon a firmly attached and regular seat thereon, nor shall any person ride upon a bicycle other than as above authorized.

(b) No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped

<sup>7</sup> State Law Ref: As to carrying a person other than the operator, see C.G.S. Sec. 14-287

**Sec. 21-30. Speed Limitation.<sup>8</sup>**

No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.

<sup>8</sup> State Law Ref: As to speeding, see C.G.S. Sec. 14-286

**Sec. 21-31. Riding on Right Side of Road.**

Every person operating a bicycle upon a roadway shall ride as near to the right hand side of the roadway as practicable.

**Sec. 21-32. Emerging from Alleys or Driveways.**

The operator of a bicycle emerging from an alley, driveway or building, shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on the roadway.

**Sec. 21-33. Attaching to Moving Vehicles.**

No person riding upon any bicycle shall attach the same or himself to any moving vehicle upon a roadway.

**Sec. 21-34. Riding Abreast Restricted.**

Persons operating bicycles upon a roadway shall ride only in single file except on paths or parts or roadways set aside for exclusive use of bicycles.

**Sec. 21-35. Carrying Articles While Bicycling.**

No person operating a bicycle shall carry any package, bundle or article which prevents the rider from keeping both hands upon the handlebar or otherwise interferes with the operation of such bicycle.

**Sec. 21-36. Parking.**

No person shall park a bicycle upon a street other than upon a roadway against the curb or upon the sidewalk in a rack to support the bicycle, or against a building, or at the curb in such a manner as to afford the least obstruction to vehicle or pedestrian traffic.

**Sec. 21-37. Use of Bicycle Paths.**

Wherever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.

**Sec. 21-38. Riding on Sidewalks.**

Bicycles may be operated on sidewalks in public parts and in residential districts or on designated bikeways, provided that bicycles propelled by a friction type motor shall not be operated on such sidewalks. Under all circumstances, the operator must yield the right-of-way to pedestrians using such areas, except for design designated bikeways, and due and proper care shall at all times be exercised by the operator for the pedestrians. No bicycles shall be operated upon any sidewalk where signs prohibit operation or in the central business district.

**Sec. 21-39. Lights.**

Every bicycle when in use at night shall be equipped with a lamp on the frame which shall emit a light visible from a distance of at least five hundred (500) feet to the front and with a red reflector on the rear which shall be visible from all distances from fifty (50) feet to three hundred (300) feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in addition to the red reflector.

**Sec. 21-40. Warning Devices.**

No person shall operate a bicycle unless it is equipped with a bell or other device capable of giving a signal for a distance at least one hundred (100) feet, except that a bicycle shall not be equipped with nor shall any person use upon a bicycle any siren or whistle.



**Sec. 21-41. Brakes, Hand and Pedal Grips.**

- (a) Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheel skid on a dry, level clean pavement.
- (b) Each bicycle must be equipped with approved hand and pedal grips.

**Sec. 21-42. Responsibility of Parent or Guardian.**

The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Article.

**Sec. 21-43. Penalties.**

In addition to any other penalty provided in this Code, the Chief of Police may impound a bicycle for any violation of the provisions of this Article for not more than sixty (60) days unless all fines are paid.]

Section (19). Article 4. Snowmobiles, Sections 21-44 through 21-48, is deleted in its entirety.

**[ARTICLE 4. SNOWMOBILES.**

**Sec. 21-44. Definitions.**

- (a) As used in this Article:
  - (1) Safety or dead-man throttle shall mean a device which when pressure is removed from the accelerator or throttle causes the motor to be disengaged from driving track.
  - (2) Snowmobile shall mean any motorized vehicle designed for travel primarily on snow or ice steered by wheels, skis or runners.

**Sec. 21-45. Regulations.**

- (a) No person shall operate a snowmobile under any of the following circumstances:
  - (1) On private property of another without the express permission of the owner or occupant;
  - (2) On public school grounds, park property, recreational areas, golf courses or any other public property without express permission to do so by the head of the department which controls the property;
  - (3) On or along any public way normally used for vehicular traffic unless in a duly designated emergency or unless otherwise provided by the Chief of Police;
  - (4) In a manner so as to create loud, unnecessary or unusual noise and excessive smoke;
  - (5) At any time in a careless, reckless or negligent manner or at such speed so as to endanger or be likely to endanger the safety of any person or property;
  - (6) Between the hours of 10:00 P.M. and 8:00 A.M.; or
  - (7) Upon or connected to the snowmobile unless in a seat or device normally and properly attached for such purpose.

**Sec. 21-46. Equipment Required.**

(a) All snowmobiles operated within the Town shall be equipped with:

- (1) Mufflers which are attached and which reduce the noise of operation of the vehicle to the minimum necessary for operating the vehicle and no person shall use a muffler cut-out, by-pass or similar device on the vehicle.
- (2) Adequate brakes in good working condition.
- (3) At least one (1) headlight and one (1) tail light.
- (4) A safety or dead-man throttle in operating condition.

**Sec. 21-47. Leaving Vehicle Unattended.**

No person shall leave or allow a snowmobile to be or remain unattended on public property while the motor is running or with the keys for starting the vehicle left in the ignition.

**Sec. 21-48. Transporting to Operating Areas.**

When snowmobiles are transported to areas where their use is permitted, such transportation shall be by towing or hauling the snowmobile to such areas only.]

*Robert J. Paset*

OFFICE OF THE  
TOWN COUNCIL

**TOWN OF EAST HARTFORD**

740 Main Street

East Hartford, Connecticut 06108



2019 OCT 24 (840) 9935208

TOWN TAX (860) 291-7389  
TOWN CLERK  
EAST HARTFORD

DATE: October 24, 2019  
TO: Town Council  
FROM: Rich Kehoe  
Town Council Chair  
RE: **Tuesday, October 15, 2019 7:15 P.M. Town Council Chambers**

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

**Tuesday, October 29, 2019**

**7:15 p.m.**

**Town Council Chamber**

The purpose of the meeting is to hear public comment on the revisions to Chapters 7 and 21 of the Town of East Hartford Code of Ordinances, which will become the town's "Blight Ordinance".

cc: Mayor Leclerc  
Rich Gentile, Assistant Corporation Counsel

**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 "shingled roof" replacement project at the Silver Lane 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 \$236,663 with the State reimbursing 76.43% or \$180,881 leaving the School District to pay 23.57% or approximately \$60,000 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 Silver Lane School Roof Replacement Project in the amount of \$236,663,
2. The appropriation of \$236,663 to fund the Silver Lane 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 Silver Lane School Roof Replacement Project,
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the Silver Lane 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 20 budget,
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the Silver Lane School Roof Replacement Project.


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 29, 2019.

---

Angela Attenello, Clerk of the Town Council



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

DATE: October 10, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Silver Lane School "Shingled Roof" Replacement Project

---

Attached is a resolution and supporting documents in relation to the Silver Lane School Roof Replacement Project. This project has been approved by the East Hartford Board of Education, but needs the Town Council's approval before it can move forward.

Please place this items on the Town Council Agenda for the October 29<sup>th</sup>, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.  
Thank you.

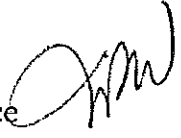
C: M. Walsh, Finance Director  
B. Whittaker, BOE Director of Facilities



## MEMORANDUM

**DATE:** October 10, 2019

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** Resolution - Silver Lane School "Shingled Roof" Replacement Project

---

By way of this memo, attached please find a resolution related to the Silver Lane School Roof Replacement Project.

This infrastructure project has already been approved by the East Hartford Board of Education but needs additional Town Council approval before it can move forward.

The attached resolution is packed with a variety of necessary components from adding the project to the Town's 5-Year Capital Improvement Plan, approving the total project appropriation, submitting a grant request to the State Department of Administrative Services for construction projects, sending the project to the Town's Public Building Commission, and also putting the local share of funding in place.

I have attached the Board of Education materials for your review as you consider this request.

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

Cc: Ben Whittaker, BOE Director of Facilities



*Department of Facilities*

Silver Lane Elementary School (15 Mercer Ave)  
"Shingled Roof" Replacement Project

**Project Description and Budget**

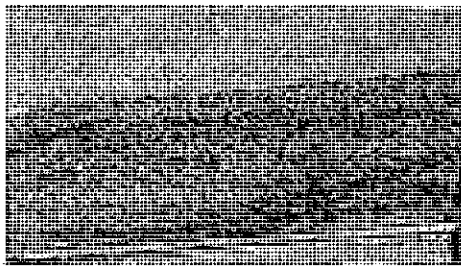
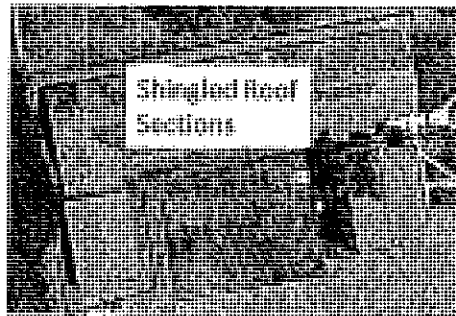
October 10, 2019

The East Hartford Public Schools Department of Facilities is proposing a project to replace the roofing systems on the north wing (1955 addition) and the addition to the southwest corner of the north wing (1998 addition), collectively referred to as the "shingled roofs" of Silver Lane School.

Background / Existing Conditions

Silver Lane School was constructed in 1928 as a 2.5 story brick building, with significant single-story additions added in 1955 and 1998. The additions have pitched wooden truss roofs clad in architectural shingles (~35,500 sq ft total), while the 1928 "Main Building" has an entirely different membrane system which is scheduled to be replaced in Summer 2020 and is NOT included in this project. The shingles on the 1955 section were last replaced in 1995 when the truss system was installed, and the 1998 addition's shingles are original to the installation. The existing BPco

"Super Eclipse" shingles are in a rapidly deteriorating state, and leaks throughout the structure are prevalent. Claims have been placed through BPs court-appointed system set up to provide compensation for these faulty shingles, but any compensation received (expected to be around \$7,000) will be used to cover leak repair costs until the whole system can be replaced. Since both roof sections are greater than 20 years old, they are eligible for partial reimbursement through the State School Construction Grant Program (OSGR).



### Project Overview

Solar panels on the north wing will have to be removed prior to project work and re-installed after the project is complete. The project will completely strip off the existing approximately 35,500 square feet architectural shingles and underlayment to expose the plywood roof deck. Any compromised sections of the roof deck will be replaced prior to installation of new underlayment and architectural shingles. Schematic drawings and an estimate of probable cost have been produced by the Friar Architecture and reflected below. Warranty will be a minimum of 20 years non-prorated for labor and materials.

### Project Budget

Design – Includes: Schematic Design and Construction Documents, preparing required OSCGR documents and attending required State meetings, bid phase support, construction phase services, and miscellaneous services required for the State process.	\$7,811
Construction- Full removal of existing roofing, replace decking as needed, and install new underlayment and shingles.	<u>\$228,852</u>
<b>Project Total</b>	<b>\$236,663</b>

Estimated State Reimbursement @ 76.43% = \$180,881

Estimated Local Share @ 23.57% = \$55,782. A local share budget of \$60,000 has been carried to account for unforeseen ineligibles.

### Funding Strategy

This project is eligible to be funded through the State of Connecticut Office of School Construction Grants and Review (OSCGR) program as a Roof Replacement project. Currently, East Hartford is eligible for reimbursement from the state at a rate of 76.43%, so East Hartford will only have to fund 23.57% of the eligible project cost. The State School Construction Grant Process requires that the Town of East Hartford authorizes 100% of the project cost, even though the Town/District will actually only fund its local share.



The East Hartford Board of Education will propose to the East Hartford Town Council that it authorizes the Board to submit the grant application to the OSCGR.

The Board of Education will fund the entire local share of the project out of its capital reserves, where the \$60,00 local share has been budgeted as part of the FY2020 CIP.

### Procedural Steps

- October 21, 2019- Review and Approval of this document and Education Specs by Facilities Committee
- October 21, 2019- Review and Approval of this document and Education Specs by Board of Education
- October 29, 2019- Town Council Authorization to proceed with project and Grant Application. Includes (4) resolutions:
  - Local authorization to fund the cost of the project
  - Authorizing BOE to file the Grant Application
  - Authorizing at least preparation of schematic drawings and outline specifications
  - Authorizing funding of the construction project
- Grant application can commence with a target filing date prior to November 10, 2019.

## **RESOLUTION OF MUNICIPAL LEGISLATIVE BODY**

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true and correct copy of the Resolutions, duly adopted and ratified by the Town Council of the Town of East Hartford on the 29<sup>th</sup> of October, 2019.

**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 \$7,142 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.

**BE IT FURTHER RESOLVED** that Mayor Marcia A. Leclerc's term of office began on January 10, 2011 and will continue until November 11, 2019. As Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

**AND I DO FURTHER 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 this \_\_\_\_ day of October, 2019.

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

Seal



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 21, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc  
RE: RESOLUTION: Local Youth Prevention Council Grant

---

The Town of East Hartford is eligible for funding for the Local Prevention Council Grant for fiscal year 2019-2020.

East Hartford's Local Prevention Council, through the East Hartford Youth Services, is once again applying for the grant in the amount of \$7,142. The grant will provide funding for various community programs that focus on the prevention of substance use by children and youth. The Town is not required to provide matching funds.

Please place this information on the agenda for the October 29<sup>th</sup>, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

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

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

Grant Description: 2019-2020 Local Youth Prevention Council Grant

Funder: Connecticut Department of Mental Health and Addiction Services

Grant Amount: \$7,142

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

First year received:	<u>2003*</u>		
Last 3 years received:	<u>2019</u>	<u>2018</u>	<u>2017</u>
Funding level by year:	<u>\$7,142</u>	<u>\$7,142</u>	<u>\$7,142</u>

Is a local match required?  Yes  No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: Grant facilitates the development of local, municipal-based alcohol, tobacco, and other drug (ATOD) abuse prevention initiatives aimed at youth at the local level with the support of chief elected officials and the community.

Results achieved: Grant provides funding to various programs in the community that focus on the prevention of substance use by children & youth. The various programs that are nominated will help to reach over 2,500 East Hartford youth and their families.

Duration of grant: One year

Status of application: Drafted, ready to be submitted

Meeting attendee: Youth Services Director Cephus Nolen, x7181

Comments: \*Grants Office records show applications for this grant go back to 2003. The Town may have applied for/received the grant earlier.

GRANTS ADMINISTRATION  
MEMORANDUM

---

TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager *PO'S*  
SUBJECT: Council Resolution – 2019-20 Local Prevention Council Grant  
DATE: October 21, 2019

---

Attached is a draft resolution authorizing you as Mayor to apply for the Local Prevention Council Grant for 2019-2020.

East Hartford's Local Prevention Council, through the East Hartford Youth Services, is once again applying for funding from our Local Regional Action Council, Amplify, Inc. (formerly known as East of the River Action for Substance Abuse Elimination or ERASE). The "Local Alcohol, Tobacco and Other Drug Abuse Prevention Council Grant Program" is an initiative to support the activities of local, municipal-based alcohol, tobacco, and other drug (ATOD) abuse prevention.

This grant program facilitates the development of ATOD abuse prevention initiatives at the local level with the support of chief elected officials and the community. The specific goal of this grant initiative is to increase public awareness focused on the prevention of ATOD abuse, and to stimulate the development and implementation of local substance abuse prevention activities.

This grant from ERASE for \$7,142 (same as the last three years) will help provide funding to various programs in the community that focus on the prevention of substance use by children & youth. The various programs that are nominated will help to reach over 2,500 East Hartford youth and their families.

My records indicate that the Town has received this grant annually since at least 2003.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 29, 2019. Please contact me at extension 7206 if you have any questions.

Attachments (2)

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



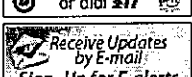
# Department of MENTAL HEALTH & ADDICTION SERVICES

- Home
- About Us
- Publications
- Forms
- Contact Us



- Programs & Services
- Finding Services
- Prevention Services
- Problem Gambling
- Advocacy & Support
- Agency Directories

Language Assistance ▾



## DMHAS Prevention and Health Promotion Division

### Local Prevention Councils (LPCs)

List of LPCs (pdf)

**Purpose:** This initiative supports 150 plus local, municipal-based alcohol, tobacco and other drug (ATOD) abuse prevention councils. The intent of this grant program is to facilitate the development of ATOD abuse prevention initiatives at the local level with the support of the Chief Elected Officials. The specific goals of Local Prevention Councils (LPCs) are to increase public awareness of ATOD prevention and stimulate the development and implementation of local prevention activities primarily focused on youth.

**Funded Programs:** 150 plus Local municipalities and town councils throughout the state.

**Target Populations:** Universal targets in selected communities in the 169 cities and towns throughout Connecticut.

**Strategy Type:** LPC programs utilize at least two of the six CSAP identified prevention strategies (information dissemination, education, community-based processes, alternative programming, environmental, and program identification and referral) in their community programs.

/ Prevention Division /

Content Last Modified on 9/22/2017 11:39:45 AM



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 29th day of October, 2019.

## R E S O L U T I O N

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) has made funds available for the assessment of environmentally-compromised properties, known as Brownfields; and

**WHEREAS**, these assessments are a necessary step in the remediation and redevelopment of these properties; and

**WHEREAS**, cleaning up and reinvesting in these properties protects the environment, reduces blight and takes development pressure off greenspaces and working lands;

**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 EPA as they pertain to this Brownfields Assessment grant.

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_\_ day of October, 2019.

Seal

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



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 18, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc  
RE: RESOLUTION: Federal EPA Brownfields Assessment Grant

---

Attached is a draft resolution requesting authorization to apply for a grant from the U.S. Environmental Protection agency's (EPA) Brownfields Assessment Program. The Town intends to apply for the maximum amount of \$300,000 allowable under the program and no local match is required.

A brownfield is a property, the expansion, redevelopment or reuse of which might be complicated due to the presence of hazardous substances, pollutants or other contaminant. The grant will give the Town, with the permission of the property owner, the ability to identify the nature of contamination (if any), and potentially estimate the cost of cleaning up the site, making former industrial properties attractive to developers.

Please place this item on the agenda for the October 29<sup>th</sup>, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

Cc: Eileen Buckheit, Development Director



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

Grant Description: Federal EPA Brownfields Assessment Grant

Funder: U.S. Environmental Protection Agency (EPA)

Grant Amount: \$300,000

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

First year received:	<u>2015</u>		
Last 3 years received:	<u>2015</u>	_____	_____
Funding level by year:	<u>\$200,000</u>	\$ _____	\$ _____

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    To identify the nature and level of contamination of selected sites.

Results achieved:    Brownfields funds help to estimate of the cost of cleaning up a site, making former industrial properties more attractive to developers.

Duration of grant:    3 years


Status of application: Under development

Meeting attendee:    Paul O'Sullivan, x7206

Comments:    None

GRANTS ADMINISTRATION  
MEMORANDUM

---

**TO:** Mayor Marcia A. Leclerc  
**FROM:** Paul O'Sullivan, Grants Manager   
**SUBJECT:** Council Resolution – Application for federal EPA Brownfields Funds  
**DATE:** October 18, 2019

---

Attached is a draft Town Council resolution requesting authorization to apply for a grant from the U.S. Environmental Protection Agency's (EPA) Brownfields Assessment Program.

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties increases local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped, open land, and both improves and protects the environment.

A Brownfields Assessment grant would give the Town (with the permission of the property owner) the ability to identify the nature of contamination (if any) and, in some cases, to estimate of the cost of cleaning up the site. This assessment can make former industrial properties more attractive to developers.

The Town intends to apply for the maximum amount (\$300,000) allowable under the grant program. There is no matching requirement

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 29, 2019. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director

An official website of the United States government.

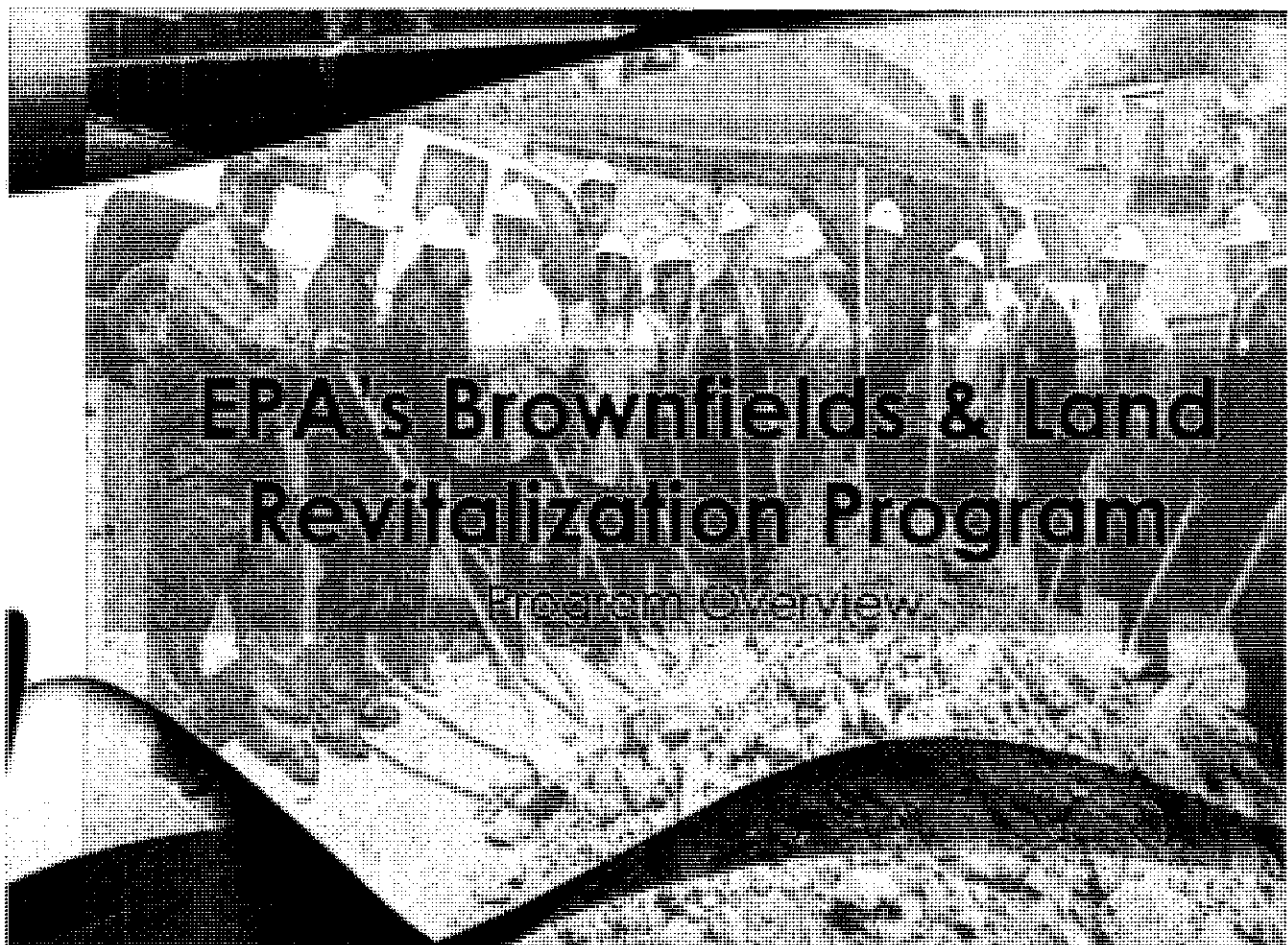
Close

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.



# Overview of EPA's Brownfields Program

## EPA's Brownfields and Land Revitalization Program Overview



## Benefits to Communities

The Brownfields Program creates many benefits for local communities, as highlighted below.

- Projects leveraged \$16.86 per EPA dollar expended
- Leveraged more than 144,800 jobs nationwide
- Can increase residential property values 5% - 15.2% near brownfields sites when cleanup is completed
- Can increase local tax revenues when cleanup is completed

To learn more about the Brownfields Program:

- Brownfields Program Accomplishments
- Brownfields Program Overview Brochure

## Definition of a Brownfield Site

With certain legal exclusions and additions, the term "brownfield site" means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands.

The definition is found in Public Law 107-118 (H.R. 2869), the "Small Business Liability Relief and Brownfields Revitalization Act", signed into law January 11, 2002. View the text of the law (PDF) (27 pp, 187 K, About PDF)

## What is a Brownfield?

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. It is estimated that there are more than 450,000 brownfields in the U.S. Cleaning up and reinvesting in these properties increases local tax bases, facilitates job

growth, utilizes existing infrastructure, takes development pressures off of undeveloped, open land, and both improves and protects the environment. Learn more about types of sites and contaminants reported at brownfields and community actions for their cleanup and reuse.

## **How does EPA's Brownfields and Land Revitalization Program Stimulate Cleanup and Redevelopment?**

Since its inception in 1995, EPA's Brownfields Program has grown into a proven, results-oriented program that has changed the way communities address and manage contaminated property. Communities can learn more about the cleanup and redevelopment process in the Anatomy of Brownfields Redevelopment guide.

EPA's Brownfields Program is designed to empower states, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. Beginning in the mid-1990s, EPA provided small amounts of seed money to local governments that launched hundreds of two-year Brownfields pilot projects and developed guidance and tools to help states, communities and other stakeholders in the cleanup and redevelopment of brownfields sites. The 2002 Small Business Liability Relief and Brownfields Revitalization Act codified many of EPA's practices, policies and guidance. This expanded EPA's assistance by providing new tools for the public and private sectors to promote sustainable brownfields cleanup and reuse. The 2018 Brownfields Utilization, Investment and Local Development (BUILD) Act reauthorized EPA's Brownfields Program, and authorized changes that affect brownfield grants, ownership and liability provisions, and State & Tribal Response Programs.

Brownfield grants continue to serve as the foundation of EPA's Brownfields Program. These grants support revitalization efforts by funding environmental assessment, cleanup, and job training activities.

- Brownfields Assessment Grants provide funding for brownfield inventories, planning, environmental assessments, and community outreach.
- Brownfields Revolving Loan Fund Grants provide funding to capitalize loans that are used to clean up brownfield sites.
- Brownfields Cleanup Grants provide funding to carry out cleanup activities at brownfield sites owned by the applicant.
- Multipurpose (MP) Grants provide funding to conduct a range of eligible assessment and cleanup activities at one or more brownfield sites in a target area.
- Environmental Workforce Development and Job Training Grants provide environmental training for residents impacted by brownfield sites in their communities.
- Technical Assistance, Training, and Research Grants provide funding to organizations to conduct research and to provide training and technical assistance to communities to help address their brownfields challenges.
- State and Tribal Response Program Grants provide non-competitive funding to establish or enhance State and Tribal Brownfields response programs.

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 29th day of October, 2019

## RESOLUTION

**WHEREAS;** the Connecticut State Library has made grant funds available to principal public libraries for high-speed fiber connections to the Connecticut Education Network (CEN) and;

**WHEREAS;** upgrading to a fiber connection is becoming necessary to keep pace with changes in technology and the public's growing data needs.

**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 Connecticut State Library as they pertain to this Fiber to the Library Communications Grant 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, 2019.

Seal

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



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 18, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Fiber to the Library Grant Program

---

Attached is a draft resolution requesting authorization to apply to the Connecticut State Library for funding under the Fiber to the Library Communications Grant Program. The funds will allow for high-speed fiber connection to the Connecticut Education Network (CEN) at Wickham Library, resulting in faster internet. There is no local match required.

Please place this item on the agenda for the October 29<sup>th</sup>, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

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

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

Grant Description: Fiber to the Library Grant Program

Funder: Connecticut State Library

Grant Amount: \$15,314

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

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

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    To provide competitive grants to principal public libraries for high-speed fiber connections to the Connecticut Education Network (CEN)

Results achieved:    Increased network speed on Library computers.

Duration of grant:    18 months from date of grant contract signing

Status of application: Under development

Meeting attendee:    Library Director Sarah Kline Morgan, x4340

Comments:    None



GRANTS ADMINISTRATION  
MEMORANDUM

---

TO: Mayor Marcia A. Leclerc

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

SUBJECT: Council Resolution – Fiber to the Library Communications Grant Program

DATE: October 18, 2019

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Connecticut State Library for funding under the Fiber to the Library Communications Grant Program.

The State Library is providing competitive grants to principal public libraries for high-speed fiber connections to the Connecticut Education Network (CEN). Funding for these grants has been provided by an authorization of \$3.6 million in state bond funds. Implementation of these projects has resulted in faster internet and data speeds for library staff and patrons.

Attached is an excerpt from a State Library document that supplies testimonials from libraries across the state that have already secured these funds and installed high-speed fiber connections.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 29, 2019. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

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



## **Impact of the Fiber to the Library Communications Grant Program**

As of July 22, 2019, the State Library Board has approved a total of \$1,581,305.83 in fiber grants, and new high-speed fiber internet connections have been completed to 54 libraries. Directors must submit a grant report form to document how the funds were used and describe the impact of the new fiber on their library and the municipality. As of July 23, 2019, 51 libraries have replied. These are their responses.

### **Atwater Memorial Library, North Branford**

Fiber grant funds received: \$30,350

CEN brought a fiber-optic line to the Edward Smith Library a couple of years ago, at no cost to the town. However, before this state grant, Atwater was still on the DSL network. There was a huge difference in bandwidth between our libraries. Smith's download speed was over 100 times as fast as Atwater, and its upload speed was over 700 times as fast. Atwater's connection was barely adequate at the time, with frequent pauses that we didn't see at Smith. When we downloaded a major upgrade on an Atwater computer, we had to bring it to Smith for the job. Clearly, Atwater needed the CEN project or something like it, for future growth and tech improvement. Atwater had no future in technology with only DSL service.

### **Beardsley & Memorial Library, Winsted**

Fiber grant funds received: \$9,580

The Beardsley Library has 10 staff computers and 10 public access computers available for use. It also has a wireless network for patrons to access the web through their personal devices. Prior to the installation of the fiber connection, upload and download times were extremely slow and sporadic, and it interfered with people's ability to access information they needed in a timely fashion. Sometimes they were completely unable to accomplish whatever they were attempting to do on our computers or their devices. The day the fiber was turned on, the technician reported the post speed test showed data transfer rates at 500 times faster than before he made the connection.

It's made a difference in particular for people using our network for job searches and applications, students using our computers for online courses, and for our staff to access our library's ILS, which is hosted remotely. It's also made a difference to patrons using our computers for more recreational activities, such as watching videos or listening to music. It's allowed both staff and patrons to access needed information and to work more efficiently.

### **Bethel Public Library**

Fiber grant funds received: \$25,100

The change in internet speed was instantaneous once the connection was made and quickly noticed by both staff and patrons. From the staff perspective, patron assistance response time improved since we are able to quickly move through online resources and Bibliomation's Evergreen software.

Since switching to the fiber connection, the library has been able to upgrade the telephone system to a VOIP that the municipality has been using for several years. This has solved many of the issues the library faced using an outdated telephone system that was no longer being maintained.

**Bill Library, Ledyard**

Fiber grant funds received: \$18,700

Replacing the DSL network with fiber has had a positive impact on our library. It has greatly improved the speed of access for staff and patrons using the internet. Library staff no longer have to deal with slowdowns at the circulation desk because patrons using computers in the library have taken up most of the bandwidth with their downloads. We can easily accommodate fast internet access from all 16 library computers and additional laptops or tablets that patrons bring in.

**Booth & Dimock Memorial Library, Coventry**

Fiber grant funds received: \$40,800

The Fiber Consortium with CEN and grant funds from the Connecticut State Library came at a very beneficial time for the Booth & Dimock Memorial Library, helping us out of a very cost prohibitive internet contract. We were able to seamlessly transition from our previous provider to the Connecticut Education Network without a break in services or any impact at all on our patrons and users. Additional help navigating the process provided by the Connecticut State Library made the entire experience simple. Providing fast and reliable internet to our patrons and the Coventry community is an important service.

**Brainerd Library, Haddam**

Fiber grant funds received: \$19,880

The library was formerly served by DSL, and with this improvement we can offer greatly increased connectivity. Downloading media and use by multiple patrons simultaneously no longer drain our service, and we can now explore cost-saving options such as VOIP thanks to the excellent bandwidth. The community has few, if any, other places to access free internet and WiFi; the improvement in service has been noted by patrons and staff.

**Burlington Public Library**

Fiber grant funds received: \$31,649.25

The timing was perfect for installing fiber optics at the Burlington Public Library because we were under construction, and a new IT closet was being built for us. Originally, our server and all of our IT equipment shared a closet with our library supplies and our copier paper. Lack of air conditioning was not an ideal situation for the equipment. We are now fortunate to have a great functioning IT closet. We are fortunate to have fiber optics in our building. The internet speed is great.

**Case Memorial Library, Orange**

Fiber grant funds received: \$24,800



I, Angela M. Attenello, 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 at a meeting of East Hartford Town Council of said corporation, duly held on the 29th day of October, 2019 in East Hartford, Connecticut.

### **RESOLUTION**

**WHEREAS**, The Connecticut Department of Public Health and the Capitol Region Council of Governments have offered funding under the Public Health Emergency Preparedness program; and

**WHEREAS**, this money goes toward supporting planning, training, exercise, operations and intervention activity expenses relative to the prevention and/or mitigation of disease outbreaks and injuries resulting from epidemics, disasters and bioterrorism,

**NOW THEREFORE LET IT BE RESOLVED** that Mayor Marcia A. Leclerc has been empowered to make, execute and approve on behalf of this corporation any and all contracts or amendments thereof with the State of Connecticut Department of Public Health and/or the Capitol Region Council of Governments to fund a Public Health Emergency Preparedness grant for the period July 1st 2019 through June 30th 2020.

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

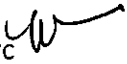
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this \_\_\_\_ day of October, 2019.

Seal

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



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 18, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: 2019-2020 Public Health Emergency Preparedness (PHEP) Grant

---

Attached is a draft resolution, which will allow the Mayor to enter into an agreement with the Capitol Region Council of Governments (CROG) for funding from the Connecticut Department of Public Health (DPH) for the Town's Public Health Emergency Preparedness (PHEP) Grant for the period of July 1, 2019 through June 30, 2020.

The grant will go toward supporting planning, training, exercise, operations and intervention activity expenses relative to the prevention and/or mitigation of disease outbreaks and injuries resulting from epidemics, disasters and bioterrorism. A copy of the DHP PHEP homepage is attached for further detail on this program. Grants Office records indicate that the Town has received funding under this grant program since 2009.

Please place this item on the agenda for the October 29<sup>th</sup>, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

Cc: Eileen Buckheit, Development Director  
James Cordier, Health Director

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

Grant Description: 2019-20 Public Health Emergency Preparedness (PHEP) Grant

Funder: CT Department of Public Health (DPH) via the Capitol Region Council of Governments (CRCOG)\*

Grant Amount: \$34,489

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

First year received:	<u>2009</u>		
Last 3 years received:	<u>2019</u>	<u>2018</u>	<u>2017</u>
Funding level by year:	<u>\$35,111</u>	<u>\$35,111</u>	<u>\$37,428</u>

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    PHEP funding is used to advance public health preparedness and response capabilities among local health departments.

Results achieved:    Help public health departments improve their ability to respond to a range of public health incidents and build better prepared communities.

Duration of grant:    One year

Status of application: This is not an application process. The Town was allocated the amount by DPH/CRCOG. The purpose of the resolution is to authorize the Mayor to execute the grant contract.

Meeting attendee:    Health Director James Cordier, x7321

Comments:    None

GRANTS ADMINISTRATION  
MEMORANDUM

---

**TO:** Mayor Marcia A. Leclerc  
**FROM:** Paul O'Sullivan, Grants Manager *PSM/L*  
**SUBJECT:** Referral to Council – Public Health Emergency Preparedness Resolution  
**DATE:** October 18, 2019

---

Attached is a draft Town Council resolution authorizing you to enter into an agreement with the Capitol Region Council of Governments (CRCOG) for funding from the Connecticut Department of Public Health (DPH) for the Town's Public Health Emergency Preparedness (PHEP) Grant for the period of July 1, 2019 through June 30, 2020.

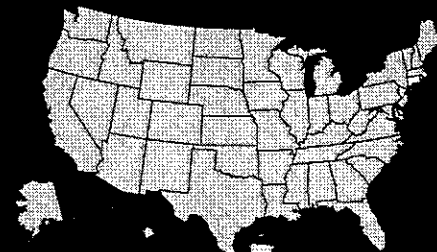
This money will go toward supporting planning, training, exercise, operations and intervention activity expenses relative to the prevention and/or mitigation of disease outbreaks and injuries resulting from epidemics, disasters and bioterrorism. I have attached some information from the DPH PHEP homepage for further details on this program. Grants Office records indicate that the Town has received funding under this grant program since 2009.

I respectfully request that this resolution be included on the Town Council agenda for the October 28th, 2019 meeting. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
James Cordier, Health Director

# PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT (PHEP) PROGRAM



## CONNECTICUT

### PHEP Then

In response to the deadly events of September 11, 2001, and the subsequent anthrax attacks, Congress established a new program to help health departments across the nation prepare for emergencies. Since then CDC's Public Health Emergency Preparedness (PHEP) program has partnered with state, local, and territorial public health departments to prepare for, withstand, and recover from potentially devastating public health emergencies.

Every year since, the PHEP program has provided vital resources to ensure communities can effectively respond to infectious disease outbreaks, natural disasters, and chemical, biological, radiological, or nuclear events.

### PHEP Now

In 2018, PHEP provided \$620 million across public health departments to improve response readiness. Funds are also used to support epidemiologists (disease detectives), lab staff, planners, and other preparedness staff on the ground.

In the future, CDC will continue supporting PHEP recipients by sharing technical expertise, best practices, and lessons learned, along with tools and resources to identify and address gaps.

### Learn More

For more information about the PHEP Program, visit [www.cdc.gov/cpr/map.htm](http://www.cdc.gov/cpr/map.htm).

## AT A GLANCE

### In Connecticut

- ▶ 3.6 million residents
- ▶ 58% reside in Cities Readiness Initiative metropolitan statistical areas (CRI MSA). A federally funded program, CRI helps cities effectively respond to large-scale public health emergencies requiring life-saving medications and medical supplies.
- ▶ 68 local public health departments

### Frequent Public Health Emergencies

- ▶ Tropical Storms/Hurricanes
- ▶ Blizzards
- ▶ Infectious Disease Outbreaks

### Key Emergency Operations Center Activations

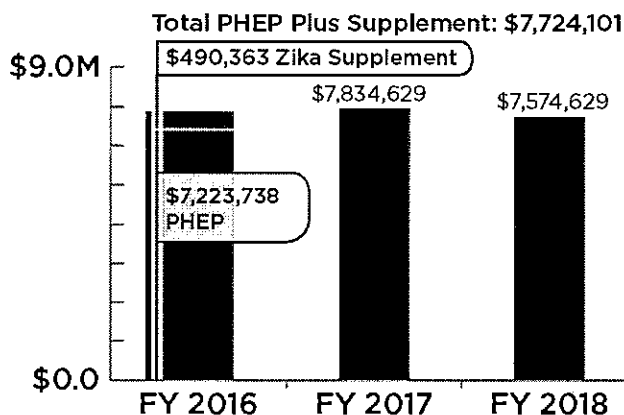
- ▶ 2016: Severe Winter Storm
- ▶ 2016: Statewide Radiological Drill

PHEP funds programs and activities that build and strengthen the nation's preparedness for public health emergencies.

### Preparedness and Response Funding Snapshot

**FY 2018 PHEP \$7,574,629**

Base Plus Population \$7,037,812  
 Cities Readiness Initiative \$536,817  
 Level 1 Chemical Lab \$—

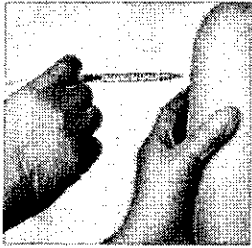


Centers for Disease Control and Prevention  
 Center for Preparedness and Response



# CONNECTICUT

## PHEP IN ACTION – PHEP HELPS CONNECTICUT PROTECT THOUSANDS FROM FLU



In Connecticut, PHEP supports the development and exercising of systems to ensure that staff are available and trained to dispense medical supplies during an emergency. The 2017-2018 influenza season was particularly severe across the country. In Connecticut, 3,550 people were hospitalized and 165 people died. To prevent further illness and death, Connecticut set up and coordinated weekend clinics where residents could receive free flu vaccines. This required working with local partners to rapidly obtain and deliver vaccines, stand up points of dispensing, and develop messaging promoting the vaccination clinics. As a result, the state vaccinated more than 3,000 people against flu over two weekends.

CDC identified 15 public health preparedness capabilities critical to public health preparedness.

### 2018 CONNECTICUT TOP PHEP CAPABILITY INVESTMENTS

1. Medical Countermeasure Dispensing
2. Public Health Laboratory Testing
3. Public Health Surveillance & Epidemiologic Investigation
4. Information Sharing
5. Emergency Operations Coordination

For a complete list of all 15 public health preparedness capabilities, visit <https://www.cdc.gov/cpr/readiness/capabilities.htm>.

**Medical Countermeasure Readiness: Ensuring that medicine and supplies get to those who need them most during an emergency.**

KEY STRENGTH	KEY CHALLENGE
Long-term receiving, staging, and storage partnerships with both a commercial warehouse and the Connecticut Air National Guard	Large number of Cities Readiness Initiative jurisdictions. The state is looking to consolidate jurisdictions to streamline dispensing planning and response

**States, territories, and localities are required to develop emergency plans covering children, pregnant women, and other vulnerable populations.**

Population	2017
Households included children	35%
Respondents who know they are pregnant	4%
Respondents 65 or older	21%
Respondents who reported having diabetes	10%
Respondents who reported a condition that limits activities	–
Respondents who reported a health problem that required the use of specialized equipment	–

**PHEP funds support staff who have expertise in many different areas.**

PHEP-Funded Staff	2017
CDC Field Staff	1
Educators	2
Epidemiologists	5
Health Professionals	–
Laboratorians	5
Other Staff	10

# CONNECTICUT

## PHEP PROGRAM – KEY PERFORMANCE MEASURE RESULTS

In an emergency, it is critical that staff can meet quickly to plan for, lead, and manage a public health response. Public health staff serve as Incident Commanders, Public Information Officers, Planning Section Chiefs, Operations Section Chiefs, and other response roles.

Emergency Operations Coordination	2015	2016	2017
Number of minutes for public health staff with incident management lead roles to report for immediate duty	60	N/A	60

Timely and effective communication between lab and epidemiologic staff can reduce death and injuries in a public health emergency.

Public Health Laboratory Testing	2017
Results of communication drills between laboratory and epidemiological staff completed within 45 minutes	Drill 1: Completed drill in time Drill 2: Completed drill in time

Laboratory Response Network biological (LRN-B) and PulseNet labs rapidly identify and notify CDC of potential biological health threats to minimize disease outbreaks. CDC manages the LRN-B, a group of public health labs with testing capabilities to detect and confirm biological health threats. CDC also manages PulseNet, a national network of labs that analyzes and connects foodborne illness cases together to identify outbreak sources.

Current number of LRN-B public health labs: 1

Public Health Laboratory Testing: LRN-B	2015	2016	2017
Proportion of LRN-B proficiency tests passed	2/2	2/2	2/2

Public Health Laboratory Testing: PulseNet	2015	2016	2017
Percentage of <i>E. coli</i> -positive tests analyzed and uploaded into PulseNet national database within four working days	100% (target: 90%)	92% (target: 90%)	94% (target: 90%)
Percentage of <i>Listeria</i> -positive tests analyzed and uploaded into PulseNet national database within four working days	100% (target: 90%)	88% (target: 90%)	100% (target: 90%)

LRN chemical (LRN-C) labs rapidly identify exposures to toxic chemicals, aid diagnoses, and minimize further human exposures. CDC manages the LRN-C, a group of labs with testing capabilities to detect and confirm chemical health threats. LRN-C labs are designated as Level 1, 2, or 3, with Level 1 labs demonstrating the most advanced capabilities.

Current number and level of LRN-C Labs: 1 (Level 2)

Public Health Laboratory Testing: LRN-C	2015	2016	2017
Proportion of core chemical agent detection methods demonstrated by Level 1 or Level 2 labs	8/9	9/9	9/9
Number of additional chemical agent detection methods demonstrated by Level 1 or Level 2 labs	0	0	0
Result of LRN exercise to collect, package, and ship samples	Passed	Passed	Passed

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 29th day of October, 2019

## **R E S O L U T I O N**

**WHEREAS;** the Connecticut Department of Transportation (DOT) has made funds available for projects designed to reduce fatalities and injuries as a result of pedestrian and bicycle-involved crashes and;

**WHEREAS;** strategies to achieve these goals include directing enforcement as well as education efforts towards driver and pedestrian behaviors that have been identified as contributing factors resulting in collisions,

**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 DOT as they pertain to this Highway Safety Project grant.

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


**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_ day of October, 2019.

Seal

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



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

DATE: October 21, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: CT DOT Highway Safety Grant Program

---

The Town of East Hartford is eligible to apply to the State Department of Transportation for funding under the FY 2020 Highway Safety Project Grant Program.

The Grant will allow East Hartford officers to participate in grant-funded mobilizations to reduce fatalities and injuries as a result of pedestrian and bicycle-involved crashes. The Town is not required to provide matching resources.

Please place this item on the agenda for the October 29<sup>th</sup>, 2019 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

Cc: P. O'Sullivan, Grants Manager  
Lt. Paul Neves

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

Grant Description: Connecticut Department of Transportation (DOT) Highway Safety Project Grant Program

Funder: CT DOT

Grant Amount: \$14,999.31

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

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

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    Increase enforcement of various traffic laws involving pedestrians and bicyclists.

Results achieved:    Reduction in fatalities and injuries as a result of pedestrian and bicycle involved crashes.

Duration of grant:    Approximately 1 month (November 2019 – December 2019)


Status of application: Submitted\*

Meeting attendee:    Lt. Paul Neves, East Hartford Police Department, x7616

Comments:    Grant application deadline required submittal prior to Council action. If Council does not approve application, it will be withdrawn.

GRANTS ADMINISTRATION  
MEMORANDUM

---

TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager   
SUBJECT: Council Resolution – CT DOT Highway Safety Project Grant Program  
DATE: October 21, 2019

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Connecticut Department of Transportation (DOT) for funding under the FY 2020 Highway Safety Project Grant Program.

The objective of this grant program is to reduce fatalities and injuries as a result of pedestrian and bicycle involved crashes. The East Hartford Police Department proposes to achieve this goal by increasing enforcement of:

- Operator speed, handheld cellular device use, impairment and applicable yielding laws in areas identified to have high rates of pedestrian and bicycle crashes.
- Failure to yield the right of way to vehicles, failure to obey pedestrian control signals and failure to walk against traffic laws, in areas identified to have high rates of pedestrian and bicycle crashes.
- Bicyclist wrongway riding, failure to obey signals, failure to yield right-of-way and failure to use lights at night laws in areas identified to have high rates of pedestrian and bicycle crashes.

I have attached a copy of the problem statement from the application, which provides more information and statistics on pedestrian involved collisions.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on October 29, 2019. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Lt. Paul Neves, East Hartford Police Department

PROJECT TITLE	APPLICANT	
FY 20 Non-Motorized Enforcement		
	PROBLEM ID	PAGE 2 OF 2

## STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Pedestrian involved collisions – 2016 to 2019 (6/12/2019)

- 5,125 crashes (4,348 injury, 199 fatal)
  - o Injury status of peds - A: 794; B: 2,211; C: 1,502; K: 197; O: 909
- 5,125 crashes (4,348 injury, 199 fatal)
- Common ages of peds: 24-30 and 54-60 years old
- Common ages for each injury type:
  - o Serious injuries "A" – 22-32 years old
  - o Fatalities "K" - 50-64 years old
  - o Minor injuries "B" – 18-30 years old
  - o Possible injuries "C" – 48-55 years old
- 60% Males, 40% Females
- Crashes highest during the month of May and through Fall and Winter (Oct-Jan)
- Friday the most common day (17%)
  - o If distributed evenly across 7 days, this would be 14%
- 3 to 5 pm is the most common time of day (23%)
  - o If distributed evenly across 24 hrs., this would be 12.5%
- 58% of crashes occurred in daylight; 29% in Dark-lighted conditions
- 80% of crashes occurred in clear weather conditions
- 32.5% occurred at an intersection
- 5% of peds are found to be under the influence of drugs/alcohol/medication

**List proposed enforcement locations and provide a justification for each location. Include local problem identification and include data.**

**Examples: TIME OF DAY, ACTUAL WEEK DAY, AND LOCATIONS WHERE THE PROBLEM EXISTS**

#	List locations with the highest problems:
1	Main Street
2	Burnside Ave
3	
4	
5	
6	
7	

**List day(s) of the week where data shows highest problems:**


Monday
Friday

**List time(s) of the day where data shows highest problems:**

2:00 PM - 5:00 PM



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

DATE: October 18, 2019  
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 \$10,335.17 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the October 29<sup>th</sup>, 2019 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector  
M. Walsh, Finance Director



---

---

**INTEROFFICE MEMORANDUM**

---

---

**TO:** MARCIA A LECLERC, MAYOR ✓  
MICHAEL WALSH, DIRECTOR OF FINANCE

**FROM:** KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 10/16/2019



---

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 \$10,335.17. Please see attached listing.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2018-03-0051329	ANDERSON AILEEN M	21 SUNNYDALE RD	EAST HARTFORD, CT 06118-3146	2010/1FDXE4FS6ADA89773		-49.58
2018-03-0054098	BRADLEY SHERRY M	31 TEMPLE DR	EAST HARTFORD, CT 06108-1328	2001/JT8BF28G210322367		-61.07
2018-03-0054611	BRYAN LATOYA A	24 AVON DR	EAST HARTFORD, CT 06118-2005	2007/2T1BR32E17C801626		-25.38
2018-03-0054935	BUSER AARON D	32 BURKE ST	EAST HARTFORD, CT 06118-3406	1999/JH4DC4351XS006510		-8.77
2018-03-0056250	CHAKRAVARTHULA VENKATA A	111 JOHN OLDS DR APT 111	MANCHESTER, CT 06042-8790	2016/1FA6P8AM1G5311641		-93.78
2018-03-0057538	CONTRERAS JUAN A	169 BRITT RD	EAST HARTFORD, CT 06118-3307	1999/1B7GG22X0XS270117		-55.93
2018-01-0001579	CORELOGIC TAX SERVICES	PO BOX 9202	COPPELL, TX 75019	206 CLEMENT RD		-2705.47
2018-03-0058565	DAIMLER TRUST	13650 HERITAGE PKWY	FORT WORTH, TX 76177-5323	2015/WDCTG4GBXFJ114382		-225.82
2018-03-0058567	DAIMLER TRUST	13650 HERITAGE PWKY	FORT WORTH, TX 76177-5323	2016/4JGDASGB8GA756744		-547.20
2018-03-0058582	DAIMLER TRUST	13650 HERITAGE PWKY	FORT WORTH, TX 76177-5323	2016/WDCTG4GB2GJ250183		-318.24
2018-03-0059973	DINKINS AGNES	929 BURNSIDE AVE APT B2	EAST HARTFORD, CT 06108-2720	2008/JTDBT923181237596		-11.65
2018-03-0061466	ENTERPRISE FM TRUST	9315 OLIVE BLVD	SAINT LOUIS, MO 63132-3211	2016/5N1AT2MV2GC760089		-536.40
2018-03-0063174	FURBUSH LEONARD J	137 KNIGHTSBRIDGE DR	NORTH CHARLESTON, SC 29418	2005/WVWCD63B25E018639		-96.16
2018-03-0063663	GAYLE GAYLE D	262 BRENTMOOR RD	EAST HARTFORD, CT 06118-1710	2001/1Y1SK528X1Z449102		-6.21
2018-03-0064018	GIVENS DIONDRA S	93 GRAHAM RD	EAST HARTFORD, CT 06118-2130	2011/5NPEC4AC0BH177375		-132.93
2017-03-0064533	GOLINO EUGENIA	65 EATON ST APT 207	HARTFORD, CT 06114	1997/JHLRD1853VC065032		-22.50
2018-03-0064133	GOLINO EUGENIA	65 EATON ST APT 207	HARTFORD, CT 06114	1997/JHLRD1853VC065032		-22.50
2017-03-0064844	GOODMAN DELFONE L	31 EVERGREEN AVE A-6	HARTFORD, CT 06105	2014/5NPEB4AC7EH817198	-20.16	-368.55
2018-03-0064950	GRIVOIS GEORGE	51 ARAWAK DR	EAST HARTFORD, CT 06118-2532	2003/JTDBE32KX30163656		-10.35
2017-03-0066472	HERNANDEZ RUTH D	31 MEADOW ST	HARTFORD, CT 06114-1406	2006/J52RD62H765351605		-121.95
2018-03-0066035	HERNANDEZ RUTH D	31 MEADOW ST	HARTFORD, CT 06114-1406	2006/J52RD62H765351605		-117.45
2018-03-0066277	HINGORANI ARJUN K	50 C 24 HILLSIDE ST	EAST HARTFORD, CT 06108	2000/KMHCF35G0YU010756		-51.30
2018-03-0066520	HOLTZCLAW ROBERT M JR	724 MYRTLE LANDING PLACE	WILMINGTON, NC 28409	2003/5VPCB16D833001019		-62.46

2018-03-0066557	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040-9681	2016/5FNYF6H51GB015221	-674.65
2018-03-0068649	KASSEGNIN PHILIPS O	108 LELAND DR	EAST HARTFORD, CT 06108-1222	2013/5TDBK3EH1DS246013	-267.30
2017-03-0070193	LANDRY BONNIE L	14 GRANDE RD	EAST HARTFORD, CT 06118-2044	2003/1SAAS01F331AR5179	-13.05
2018-03-0069732	LANDRY BONNIE L	14 GRANDE RD	EAST HARTFORD, CT 06118-2044	2003/1SAAS01F331AR5179	-48.15
2018-03-0070560	LETT CINDY A	458 HILLS ST	EAST HARTFORD, CT 06118-2922	2010/3GNBABBDB0AS519533	-12.10
2018-03-0072124	MARTIN SAEKO I	212 CONCEPTS 21 DR	LITHONIA, GA 30058	2005/1NXBR32EX5Z487227	-74.79
2018-03-0072617	MC TRANSPORT LLC	30 CARRIAGE DR	EAST HARTFORD, CT 06118-2704	1999/1FUYSYB2XPA89321	-36.81
2017-03-0074476	MITCHELL MARK A	91 ELM ST 317C	MANCHESTER, CT 06040	2008/JNKAY01F38M650766	-146.82
2018-03-0074484	MOSELEY THOMAS R	5401 HICKORY DR	FORT PIERCE, FL 34982	2004/2HNYD18284H544339	-15.75
2018-03-0074485	MOSELEY THOMAS R	5401 HICKORY DR	FORT PIERCE, FL 34982	2007/JHMGD376175041636	-11.70
2015-03-0074855	NEWTON WAYNE S	14 CROSS DR	EAST HARTFORD, CT 06118-2717	1998/1B3EJ56H7WN178319	-33.00
2018-03-0076717	PACCAR FINANCIAL CORP	240 GIBRALTAR RD STE 200	HORSHAM, PA 19044-2343	2017/2NP2HM6X2HM449362	-1526.62
2018-03-0077352	PELLICANE KIMBERLY K	27 FOWLER LN	EAST HARTFORD, CT 06118-3026	2012/2HGFB2F51CH594750	-21.42
2018-03-0079628	RICHARDS LINDA D	23 FLORADALE DR	EAST HARTFORD, CT 06108-1604	2008/4F2CZ92Z08KM32185	-7.30
2018-03-0080193	RIVERA-COTTO MAGDIEL	29 SHADY LN	EAST HARTFORD, CT 06118-1326	2011/1FTFW1ET3BFC33033	-47.26
2018-03-0080596	RODRIGUEZ DEMETRIO A	93 CIPOLLA DR	EAST HARTFORD, CT 06118-1343	2003/1FTNS24283HB93592	-145.13
2018-03-0080597	RODRIGUEZ DEMETRIO A	93 CIPOLLA DR	EAST HARTFORD, CT 06118-1343	2000/JHMCG564XYC012181	-101.10
2016-09-0081613	ROLDAN ANNETTE	91 ELMS T APT 430C	MANCHESTER, CT 06040-8624	2015/1C4PJMCB3FW623117	-130.80
2017-03-0081672	ROLDAN ANNETTE	91 ELMS T APT 430C	MANCHESTER, CT 06040-8624	2009/1N4AL21E29C114357	-238.73
2018-01-0013257	ROSARIO LIONEL & WILMER	52 LAUREL ST	EAST HARTFORD, CT 06108	52 LAUREL ST	-28.35
2017-03-0081934	ROSE AUDLEY A	136 EDGEWOOD ST	HARTFORD, CT 06112-2204	2007/1FTRW14567FA73902	-82.22
2018-03-0081415	RUDDOCK LOUIS	130 MONROE ST	EAST HARTFORD, CT 06118-2324	2018/1HGCV1F10JA032609	-57.14
2018-03-0083000	SHEEHAN VINCENT J	5701 CRAWFORD DRIVE	COLUMBUS, OH 43229	2007/1FAFP34N87W258907	-17.19

2018-03-0083001	SHEEHAN VINCENT J	5701 CRAWFORD DRIVE	COLUMBUS, OH 43229	2007/5GTDN13E478160855	-63.94	
2018-03-0083840	SOSA-HIRUJO RAMON A	26 HOLMES ST	EAST HARTFORD, CT 06118-2140	2000/KMHJF35F2YU996581	-5.31	
2018-03-0084032	SPINA SHARI L	51 GREENHURST LN	EAST HARTFORD, CT 06118-2813	2006/KMHDN56D46U203643	-12.51	
2018-03-0087137	VEILLEUX DANIEL R	146 CHIPPER DR	EAST HARTFORD, CT 06108-2779	2008/2CNDL63FX86293948	-47.70	
2018-03-0087356	VIENS ROBERTA J	22 FARM DR	EAST HARTFORD, CT 06108-1211	2007/1G2ZH58N874241356	-23.13	
2018-03-0087430	VILLEGAS DIANALIZ	20 LINWOOD DR	EAST HARTFORD, CT 06118-3323	2002/1N4AL11D22C118190	-14.04	
2018-03-0087682	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2016/3VWD17AJ8GM217475	-196.48	
2017-03-0089712	WLOCHOWSKI GARTH P	751 TOLLAND ST	EAST HARTFORD, CT 06108-2748	2005/KMHDN46D65U040745	-96.75	
2018-03-0089308	ZIEVE FRANCES W	576 WHIMBREL RD	KIAWAH ISLAND, SC 29455-5905	1971/113271W152576	-9.36	
SUBTOTAL					-102.38	-10232.79
<b>TOTAL REFUND</b>						<b>\$ (10,335.17)</b>

OFFICE OF THE  
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



*Robert J. Pasch*

7819 OCT 24 (860) 291-7308

TOWN FAX (860) 291-7389  
TOWN CLERK  
EAST HARTFORD

**DATE:** October 24, 2019

**TO:** Town Council Members

**FROM:** Rich Kehoe, Chair

**RE: Tuesday, October 29, 2019 6:15 p.m. Town Council Majority Office**

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

**Tuesday, October 29, 2019**

**6:15 p.m.**

**Town Council Majority Office**

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

- The pending Workers' Compensation claim of Police Officer Adam Aborn in conjunction with the pending third party action known as Aborn v. Nye, Docket No. CV-18-6104639-S;
- The pending Workers' Compensation claims of former Town employee, Timothy McConville;
- The pending property damage claim of the Town (brick wall damaged by motor vehicle accident) against Providence Mutual;
- The pending Superior Court action known as Linda Williams v Town of East Hartford, Docket No. CV-18-6092390-S;
- East Hartford Police Department Pension Plan Agreement;
- Contract between the Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO.

C: Mayor Leclerc  
Mike Walsh, Finance Director  
Scott Chadwick, Corporation Counsel  
Santiago Malave, Human Resources Director  
Christine Sasen, Risk Manager