

*Robert J. Paek*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
NOVEMBER 7, 2018

2018 NOV -5 A 11: 03

TOWN CLERK  
EAST HARTFORD

REVISED 11-05-18

=====  
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 16, 2018 Executive Session
  - B. October 16, 2018 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. East Hartford Education Association: Stipulated Arbitration Award
  - B. **Disposal of Equipment: 1986 Caterpillar Loader**
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Referral to Tax Policy Committee re: Tax Abatement – Freightliner Industries, **178-182 Roberts Street**
  - B. Outdoor Amusement Permit Application: Holiday Fest 2018
  - C. Appointment of Frank Collins to the Central Regional Tourism District
  - D. CT Department of Transportation: Click It or Ticket Grant Program
  - E. Greater Hartford Transit District: Dial-A-Ride Operating Systems Grant
  - F. Refund of Taxes
  - G. Appointments to Various Boards and Commissions
  - H. **Referral to Real Estate Acquisition & Disposition Committee: Review of the Town's Possible Purchase of 936,942,944 & 960 Silver Lane and 285 Forbes Street Rear & 291 Forbes Street, a.k.a. Showcase Cinemas.**
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: November 20<sup>th</sup>)

*Robert J. Beck*

2018 OCT 22 A 8:54

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 16, 2018

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby J. Brown and Patricia Harmon

ABSENT Vice Chair Linda A. Russo, Councillor Caroline Torres

ALSO Scott Chadwick, Corporation Counsel  
PRESENT Jonathan Reik, Attorney, McGann, Bartlett & Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:46 p.m.

MOTION By Esther Clarke  
seconded by Shelby Brown  
to **go into** Executive Session to discuss the pending Workers' Compensation claims of former Board of Education employee, Elizabeth Potkaj.  
Motion carried 7/0.

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

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Shelby Brown  
to **adjourn** (6:54 p.m.)  
Motion carried 7/0.

Attest

*Richard F. Kehoe*  
Richard F. Kehoe  
Town Council Chair

*Robert J. Pask*

EAST HARTFORD TOWN COUNCIL

2018 OCT 22 A 8:54

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

OCTOBER 16, 2018

PRESENT Chair Richard F. Kehoe, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc Weinberg, Joseph R. Carlson, Shelby J. Brown and Patricia Harmon

ABSENT Vice Chair Linda A. Russo, Councillor Caroline Torres

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:32 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) announced that the town's bond rating has been raised to AA stable and thanked Mike Walsh, Finance Director for his part in this achievement; (2) stated that the town has received a \$400,000 DOT grant for the installation of safety guards at the on-ramp that is located along a portion of Main Street which is under I-84; (3) October 27<sup>th</sup> is National Prescription Drug Take-Back Day at the Public Safety Complex; (4) suggested that residents check the town's website for the many activities and events in East Hartford; and (5) thanked Kathy Cattanach for coming forward to serve the town through her appointment to the Beautification Commission.

The Chair called for a moment of silence to honor the life of Marylee Hickey, a former Town Councillor. Ms. Hickey, a Special Education teacher, served on the Council for 14 years. In that time, she was also a member of the Ordinance Committee, the Emergency Medical Services Commission, the Fees Committee and the Personnel & Pensions Committee. Ms. Hickey was best known as someone who often asked "what is the rule" – especially when it was regarding an existing ordinance or regulation. She was dedicated and devoted to East Hartford. She will be missed.

Also, the Chair recognized the passing of Joseph "Joe" Marfuggi; the past president of Riverfront Recapture.

APPROVAL OF MINUTES

October 2, 2018 Executive Session

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the minutes of the October 2, 2018 Executive Session.  
Motion carried 7/0.

October 2, 2018 Regular Meeting

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the minutes of the October 2, 2018 Regular Meeting.  
Motion carried 7/0.

COMMUNICATIONS AND PETITIONS

Metropolitan District Commission – Clean Water Project

Joseph LaLiberte, Civil Engineer with CDM Smith, a Consulting Engineering firm for the MDC, led a PowerPoint presentation on the Integrated Plan/Clean Water Project. Mr. LaLiberte had first come before the Council in November 2017 with a preliminary report of what was going to be presented to the CT Department of Energy and Environmental Protection (DEEP) for their approval. Tonight's presentation is the final plan that will be submitted to CT DEEP by December 31, 2018.

NEW BUSINESS

Recommendation from Personnel & Pensions Subcommittee re: Project Manager – Public Works

MOTION By Marc Weinberg  
seconded by Ram Aberasturia  
to recommend that the Town Council **approve** the new job description entitled "Project Manager – Public Works Department" as attached to a memo from Marcia A. Leclerc, Mayor dated September 21, 2018 to Marc Weinberg, Chair of the Personnel and Pensions Subcommittee, which revised draft contains the requested changes to the qualification section as presented to the Personnel and Pensions Subcommittee at their October 4, 2018 meeting.  
Motion carried 7/0.

Emergency Management Performance Grant FY 2018

MOTION By Joe Carlson  
seconded by Marc Weinberg  
to **adopt** the following resolution:

**RESOLVED** that Town of East Hartford, Connecticut may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and

**FURTHER RESOLVED**, that Marcia A. Leclerc, as Mayor of the Town of East Hartford, Connecticut, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents.

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

Local Prevention Council Grant (ERASE)

MOTION       By Shelby Brown  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

**RESOLVED** that Marcia A. Leclerc Mayor of the Town of East Hartford, is hereby authorized to execute 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.

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

EXCITE Transformation for Libraries Grant

MOTION       By Joe Carlson  
                  seconded by Marc Weinberg  
                  to **adopt** the following resolution:

**WHEREAS** the Connecticut State Library has made grant funds available for municipal libraries to participate in the EXCITE Transformation for Libraries training program; and

**WHEREAS** EXCITE Transformation for Libraries will help build library leaders who are true collaborative innovators, bring more community members to the library to connect and collaborate, and lead to cultural change at libraries.

**NOW THEREFORE LET IT BE RESOLVED** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to 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 EXCITE Transformation for Libraries grant.

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

DEEP CT Recreational Trails Grant Program

MOTION       By Marc Weinberg  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

**WHEREAS** the CT Dept. of Energy and Environmental Protection (DEEP), has made funding available under the Recreational Trails Grants Program; and

**WHEREAS** Recreational Trails Program funds may be requested for uses including maintenance and restoration of existing trails; and

**WHEREAS** a section of the boardwalk that makes up the Hockanum Linear Trail near Town Hall requires significant repair.

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 under the Recreational Trails Grants Program.

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

Appointment of Kathleen Cattanach to the Beautification Commission

MOTION By Esther Clarke  
seconded by Pat Harmon  
to **approve** the appointment of Kathleen P. Cattanach, 97 Chipper Drive,  
to the Beautification Commission; whose term expires December 2019.  
Motion carried 7/0.

Capital Region Development Authority MOUs

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **adopt** the following resolution:

Whereas, the Town has been awarded the following State of Connecticut grants-in-aid (the "Grants"):

- (a) Five Hundred Thousand Dollars (\$500,000) for public infrastructure and other developmental improvements including, but not limited to, a parking garage located in the vicinity of the Founders Plaza on East River Drive in East Hartford (the "Founders Plaza Project");
- (b) Four Million Dollars (\$4,000,000) to finance storm water drainage improvements in the area around the Goodwin College riverfront campus (the "Storm Water Project");
- (c) One Million Eleven Thousand Eight Hundred Eighty-Six and 56/100 Dollars (\$1,011,886.56) for infrastructure improvements along Silver Lane in the vicinity of Rentschler Field (the "Silver Lane Project"); and
- (d) Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) for improvements in and around Great River Park (the "Park Project") and the demolition or redevelopment of vacant buildings located within the Town (the "Demolition Project"); and

Whereas, the Town requires assistance with the administration of the Grants and the undertaking of the Founders Plaza Project, the Storm Water Project, the Silver Lane Project, the Park Project and the Demolition Project, (collectively, the "Projects"); and

Whereas, as provided by Connecticut General Statutes § 32-602(a)(8), the Capital Region Development Authority's ("CRDA") purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism; and

Whereas, the Town would like to utilize the services of CRDA such that CRDA will act as the Town's manager for the Projects, assisting with the planning, design, bidding, contracting, contractor payments, monitoring, and other activities associated with the Projects ("Grant Administration Services"); and

Whereas, CRDA currently has responsibility for substantial projects at Rentschler Field including the Pratt and Whitney Football Stadium and associated development; and numerous diverse projects in the Capital Region; and

Whereas, CRDA has appropriate employees & contractors with the skill sets necessary for Grant Administration; and

Whereas, it is in the best interests of the Town to contract with CRDA to perform Grant Administration Services given its experience and expertise in grant administration and project management.

NOW THEREFORE BE IT RESOLVED: That the Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into a Memorandum of Understanding with CRDA relating to Grant Administration Services with respect to the Projects.

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

*A draft version of the MOU follows these minutes.*

### CT Brownfields Assessment Grant

MOTION      By Shelby Brown  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

WHEREAS the Connecticut Department of Economic and Community Development has made funds available for the assessment and remediation of environmentally compromised properties, known as Brownfields; and

WHEREAS assessment and remediation of these properties protects the environment, reduces blight, and takes development pressures 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 Department of Economic and Community Development as they pertain to this Brownfields Grant Program.

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

### OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke (1) inquired on the appointment of Mr. Bates to the Veterans Commission; and (2) indicated that 247 Main Street, which is one of the blighted buildings scheduled to be demolished, is still listed in the owner's name. *The Mayor (1) said the appointment to the Veterans Commission is being held as there isn't a vacancy on that Commission at this time; (2) said the building at 247 Main Street will be in the name of the town prior to demolition.*

### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

#### Workers' Compensation Claim: Elizabeth Potkaj, former Board of Education Employee

MOTION      By Ram Aberasturia  
                  seconded by Esther Clarke  
                  to **accept** the recommendation of Corporation Counsel to fully and finally settle all outstanding Workers' Compensation claims of former Board of Education employee, Elizabeth Potkaj, for a total sum of \$6,500.00.  
                  Motion carried 7/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Ram Aberasturia wished his youngest son, Colson Roberto, a Happy 1<sup>st</sup> Birthday.

Marc Weinberg recognized the upcoming birthday of Ram Aberasturia.

Mayor Leclerc announced that Daley Court is almost completely demolished.

ADJOURNMENT

MOTION      By Esther Clarke  
                  seconded by Ram Aberasturia  
                  to **adjourn** (9:55 p.m.).  
                  Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be held on Wednesday, November 7<sup>th</sup> due to Election Day on Tuesday November 6<sup>th</sup>.

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



DRAFT VERSION

# MEMORANDUM OF UNDERSTANDING

Effective October \_\_, 2018

By and Between

**CAPITAL REGION  
DEVELOPMENT AUTHORITY**

("CRDA")

and

**TOWN OF EAST HARTFORD**

(the "Town")

This Memorandum of Understanding ("MOU") is made and entered into as of the \_\_\_\_ day of October, 2018 (the "Commencement Date"), by and between the **TOWN OF EAST HARTFORD**, a Connecticut municipal corporation (the "Town"), and the **CAPITAL REGION DEVELOPMENT AUTHORITY**, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority").

## ARTICLE I

### INTRODUCTION

#### **Section 1.01 Grant Awards.**

The Town has been awarded the following grants-in-aid (the "Grants"):

- (a) Five Hundred Thousand Dollars (\$500,000) for public infrastructure and other developmental improvements including, but not limited to, a parking garage located in the vicinity of the Founders Plaza on East River Drive in East Hartford (the "Founders Plaza Project");
- (b) Four Million Dollars (\$4,000,000) to finance stormwater drainage improvements in the area around the Goodwin College riverfront campus (the "Stormwater Project");
- (c) One Million Eleven Thousand Eight Hundred Eighty-Six and 56/100 Dollars (\$1,011,886.56) for infrastructure improvements along Silver Lane in the vicinity of Rentschler Field (the, "Silver Lane Project"); and
- (d) Two Million Three Hundred Forty Thousand Dollars (\$2,340,000) for improvements in and around Great River Park (the "Park Project") and the demolition or redevelopment of vacant buildings located within the Town (the "Demolition Project").

#### **Section 1.02 Selection of the Authority.**

- (a) As provided by Connecticut General Statutes § 32-602(a)(8), the Authority's purpose includes: "upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism."
- (b) The Authority's Board of Directors established a regional development policy in expectation of working with communities such as the Town when proposed activities are consistent with regional plans and needs.
- (c) Pursuant to the foregoing, the Town has requested the Authority's assistance in the administration of the Grants, and the Authority has agreed to provide such assistance.

(d) Now, therefore, the Town hereby designates the Authority as its contractor for purposes of assisting the Town in its efforts to complete the Projects.

**Section 1.04 Purpose.**

The purpose of this MOU is to evidence the respective commitments of the Authority and the Town to proceed with the planning, design, bidding, contracting, monitoring, and other activities associated with the Projects. This MOU does not purport to address all major or material issues that may arise during the course of the Projects. The parties will proceed diligently, professionally, collaboratively and in good faith to resolve such issues as they arise.

**ARTICLE II**

**SCOPE OF SERVICES**

**Section 2.01 Grant and Contract Administrative Services.**

(a) The Authority shall provide grant and/or contract administrative services to the Town, including the preparation of necessary agreements by and between, the Authority and the Town, whereby the Authority will receive and manage the Grants in accordance with State of Connecticut ministerial rules. Reports will be provided on a monthly basis, with close-out documents provided, as needed, on a project-by-project basis.

(b) As contract administrator for the Town, the Authority shall review project design documents, specifications, construction bid documents, and cost estimates. Additionally, Authority shall prepare a drawdown schedule for Grants and will initiate draws into a segregated account for the Projects in order to process and manage contractor invoices and payments. For payments directly to the Authority as contractor, the Authority will invoice the Town for its approval prior to disbursing cash payments.

**Section 2.02 Founders Plaza Project.**

The Authority will engage firm(s) to provide development services and analysis for the Founders Plaza area, including potential residential development and an expansion of parking capacity. With Town approval and subject to additional funding, the Authority will implement such recommendations and provide contract administrative services for the design and construction of the Founders Plaza Project.

**Section 2.03 Stormwater Project.**

The Authority will provide contract administrative services for the design and construction of stormwater drainage improvements in and around the area of the Goodwin College riverfront campus.

**Section 2.04 Silver Lane Project.**

The Authority will provide contract administrative services for the design and construction of potential infrastructure improvements along the Silver Lane Corridor. In conjunction with Town, the Authority will identify certain recommendations proffered by Transystems, consultant to the Silver Lane Advisory Committee, and procure a general contractor to implement such recommendations.

**Section 2.05 Great River Park Project.**

If requested by the Town, the Authority shall review and identify various proposed infrastructure improvements to Great River Park provided by Riverfront Recapture. Subject to available funding, the Authority will provide grant administrative services for the design and construction of the selected improvements.

**Section 2.06 Demolition Project.**

The Authority will provide grant administrative services for the proposed demolition and/or redevelopment of vacant buildings located with the Town as selected by the Town.

**ARTICLE III**

**PROJECT OVERSIGHT AND CONTROL**

**Section 3.01. Project Responsibility**

The parties acknowledge that final authority and responsibility with respect to the Projects rest with the Town. The Authority will provide updates and reports to the Mayor or designated staff, as directed.

**Section 3.02 Cooperation**

The parties further acknowledge that the timely successful completion of the Projects will require a continuing process of sharing information, cooperation in all aspects of planning, budgeting, and scheduling as well as coordinated decision making by the parties. In furtherance of the foregoing, the Authority shall report to the Mayor or her designee and act as support staff to the Town's management.

## ARTICLE IV

### STAFF

#### **Section 4.01 Personnel**

The Authority shall furnish a sufficient number of personnel, as reasonably determined by the Authority and reasonably acceptable to the Town. Michael Freimuth (Executive Director), Anthony Lazzaro (Deputy Director & General Counsel), Joseph Geremia (Chief Financial Officer), Robert Saint (Director of Construction Services), Kim Hart, and Erica Levis shall devote appropriate time and attention to the Project.

## ARTICLE V

### FEES

#### **Section 5.01 The Authority**

The Town shall pay to the Authority a contract administration fee equal to 3% of the respective Grants on a schedule to be reasonably agreed upon by the parties hereto to enable the Authority to meet its expenses and its properly incurred and committed third party expenses; however, for work performed during the Park Project and the Demolition Project, the Authority's fee shall be equal to 1% of the grant amount.

## ARTICLE VI

### TERMINATION

#### **Section 6.01 Completion of Tasks**

The term of this MOU shall commence on or about October 1, 2018 and shall terminate upon the completion of all services outlined in Article II, unless otherwise terminated or suspended per the terms of the MOU.

#### **Section 6.02 Early Termination**

This MOU may be canceled at will by either party upon sixty (60) days' written notice delivered by certified or registered mail. In the event of early termination, all third party expenses and all Authority expenses properly incurred, committed and earned as to the work completed prior to the date of termination shall be paid using Grant funds.

## ARTICLE VII

### INSURANCE

The Authority shall furnish a certificate of insurance to the Town for the following insurance coverage within ten (10) days from the contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance Coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town will receive thirty (30) days' notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

#### **Section 7.01 Commercial General Liability Insurance:**

The Authority shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent CONTRACTORS, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage: Occurrence Basis  
Amount of Coverage: \$1,000,000 per occurrence  
\$2,000,000 aggregate  
Policy Period: Annual Policy

#### **Section 7.02 Workers' Compensation and Employer's Liability Insurance**

The Authority shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: \$500,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee  
Policy Period: Annual Policy

#### **Section 7.03 Umbrella Liability Insurance**

The Authority shall carry an umbrella liability insurance policy of at least \$2,000,000.

**Section 7.04 Sub-contractor Requirements**

The Authority shall require its sub-contractors and independent contractors to carry the coverages set forth in sections 7.01, 7.02, 7.03 above and will obtain appropriate Certificates of Insurance before the sub-contractors and independent contractors are permitted to begin work.

The Authority shall require that the Town of East Hartford be named as Additional Insured on all sub-contractors and independent contractors insurance before permitted to begin work.

The Authority and all sub-contractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**ARTICLE VIII**

**INDEMNIFICATION**

**Section 8.01 Indemnification by the Town**

- (a) To the fullest extent permitted by law, the Town shall indemnify and shall defend and hold harmless the Authority, including its officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature ("Claims"), to the extent they arise out of the negligent acts or omissions of the Town or its employees, agents or sub-contractors, including those arising out of injury to or death of Town's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly to the extent they are caused, occasioned or contributed to by the Town or its employees, agents or sub-contractors.
- (b) The Town's obligation to indemnify, defend and hold harmless the Authority shall be excused to the extent such Claims are caused by (i) a failure by the Authority to perform or observe any material covenant or condition to be performed by the Authority pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Authority in this MOU; and (iii) the negligence or misconduct of the Authority, or its employees, agents, or subcontractors.

**Section 8.02 Indemnification by the Authority**

(a) The Authority agrees to indemnify, defend and hold harmless the Town and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees ("Town Claims"), asserted against, resultant to, imposed upon or incurred by the Town resulting from or arising out of:

1. Any breach by the Authority of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town or the Authority or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

(b) The Authority's obligation to indemnify, defend and hold harmless the Town shall be excused to the extent that such Town Claims are caused by (i) a failure by the Town to perform or observe any material covenant or condition to be performed by the Town pursuant to this MOU or any subsequent agreement between the parties, (ii) the material inaccuracy of any representation or warranty of the Town in this MOU; and (iii) the negligence or misconduct of the Town, or its employees, agents, or subcontractors.

**ARTICLE IX**

**REPRESENTATIONS**

**Section 9.01 Plan of Development.**

The Authority is not a planning agency. It shall work wholly within the Town's master land-use plan of development and zoning regulatory structure.

**Section 9.02 Contracting Requirements.**

The Project shall be subject to all applicable laws, state contracting requirements, and audit procedures.



## ARTICLE X

### GENERAL PROVISIONS

#### **Section 10.01 No Recourse.**

It is expressly understood and agreed that the directors, officers and employees and agents of the Authority are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Town further acknowledges that the Authority is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

#### **Section 10.02 Independent Contractor**

The Authority shall act as an independent contractor in performing this MOU, maintaining complete control over its employees and all its sub-contractors. The Authority shall not be construed to be a department, institution, or agency of the Town.

#### **Section 10.03 No Third Party Beneficiaries**

This MOU is for the exclusive benefit of the parties hereto and no rights of third party beneficiaries are created hereby. The Authority shall not be obligated or liable hereunder to any party other than the Town.

#### **Section 10.04 Counterparts**

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[Signature page to follow]

IN WITNESS WHEREOF, the Authority and the Town have caused this MOU to be signed by their duly authorized representatives, as such and not individually.

**CAPITAL REGION  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael W. Freimuth  
Executive Director

**TOWN OF EAST HARTFORD**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Marcia A. Leclerc  
Mayor

[Memorandum of Understanding CRDA/Town of East Hartford Signature Page]

*Robert J. Casel*

2018 OCT 18 A 8:13

STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION

TOWN CLERK  
EAST HARTFORD

\_\_\_\_\_  
In the Matter of )

East Hartford Board of Education )

-and- )

East Hartford Education Association )  
\_\_\_\_\_

Interest Arbitration Award  
Under Section 10-153f  
Connecticut General Statutes

October 17, 2018

**ARBITRATION AWARD**

Arbitration Panel:

Leslie A. Williamson, Jr., Esq., Chair  
Representing the Interests of the Public

John M. Romanow, Esq.,  
Representing the Interests of the East Hartford Board of Education

Gail McKinley-Anderson  
Representing the Interests of the East Hartford Education Association

Appearances:

For: East Hartford Board of Education  
Richard Mills, Esq.  
Shipman & Goodwin  
One Constitution Plaza  
Hartford, CT 06103

For: East Hartford Education Association  
Martin Deren  
Connecticut Education Association  
80 Lamberton Road  
Windsor, CT 06095

**CONTENTS**

- I. The Proceedings
- II. Agreed Upon Language
- III. Arbitrators' Signatures and Oaths

## **I. The Proceedings**

The East Hartford Board of Education (hereinafter Board) and the East Hartford Education Association (hereinafter Association) are parties to a Collective Bargaining Agreement. Pursuant to the applicable provisions of Section 10-153a *et seq.* of the Connecticut General Statutes, as amended, the parties commenced negotiations on a successor agreement. Unable to resolve certain disputed issues in either negotiations or mediation, the parties submitted the matter to arbitration.

In accordance with the timelines of the aforementioned statute and pursuant to Notice sent by the Connecticut Department of Education, the Arbitration Panel commenced the arbitration proceeding on September 9, 2018. In accordance with statutory requirements, the initial hearing, which was administrative in nature, was held in the school district; specifically, at the offices of the Board.

The Board and the Association presented the Arbitration Panel with a joint listing of the issues in dispute, with the caveat that those issues were subject to further delineation. A stenographic record of the proceedings was taken but not transcribed. Subsequent duly noticed hearings were scheduled for September 28, 2018; October 1, 2018; and, October 4, 2018.

On September 18, 2018, the Board and the Association notified the Arbitration Panel that they had reached agreement on all outstanding issues and subsequently filed their stipulations with the Panel.

Section 10-153f(c)(4) of the Connecticut General Statutes states, in pertinent part, "At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept." Based upon this statutory directive, the Arbitration Panel accepts the parties' jointly filed stipulations and issues this Stipulated Award.

## II. Agreed Upon Language<sup>1</sup>

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<sup>1</sup> The Agreed Upon Language is paginated separately from the pagination of the Award. The former commences with a cover page and ends with page 47.

**EAST HARTFORD BOARD OF EDUCATION**

**- and -**

**EAST HARTFORD EDUCATION ASSOCIATION**

**2019 to 2022**

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THIS AGREEMENT MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HARTFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

**ARTICLE I**  
**GENERAL**

1.1 This Agreement is negotiated under the law in order (a) to fix for its term the salaries and other conditions of effective and harmonious working relationships between the Board and the Association and the professional staff in order that the cause of public education may be best served in East Hartford.

1.2 To this end, the Board and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise as the result of those provisions of this Agreement dealing with salaries and conditions of employment, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

1.3 The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill and perform under governing law.

1.4 Subject to the provisions of the law the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Except for such negotiations, however, the Board shall be free to communicate with teachers or other representatives, or any other persons, individually or by group, for whatever purpose the Board may deem desirable in the discharge of its responsibilities.

1.5 Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority so to act.

1.6 It is recognized that the Board has and will continue to retain, whether exercised or not the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hartford in all its aspects, including but not limited to the following: To employ, assign, and transfer teachers; and those powers specified in Sections 10-220, 10-221 and 10-222 of the Connecticut General Statutes. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities

and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE II** **RECOGNITION**

2.1 The Board recognizes the Association for the purpose of professional negotiation, as the exclusive representative of the entire teachers' unit consisting of all professional employees of the Board in positions requiring a teaching or special services certificate, other than substitutes, and excluding persons in the administrators' unit pursuant to and with all the rights and privileges as provided by law. As used in this Agreement, the term "teacher" shall refer to any and all employees whose positions are included in the teacher bargaining unit, as described in Section 2.1.

In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as a teacher after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- b) The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
- c) DSAP holders shall have no bumping rights or recall rights under this Agreement.

### 2.2 **DUES DEDUCTIONS**

A. The Board agrees to deduct from each teacher for whom a voluntary written dues deduction authorization is submitted an amount equal to the Association membership dues by means of payroll deductions. The amount of the dues deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck during the school year through and including the last paycheck in June. In the case of any such

teacher who commences employment after the school year has begun, dues deductions shall be pro-rated, based on the number of months remaining in the school year, unless the Association notifies the Administration otherwise. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year.

B. The Board agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

C. The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this article.

### **ARTICLE III** **NEGOTIATION FOR SUCCESSOR AGREEMENT**

3.1 It is the obligation of the parties to meet in accordance with the provisions of Section 10-153d of the Connecticut General Statutes for the purpose of good faith bargaining with the object of entering into a renewal agreement.

### **ARTICLE IV** **TEACHING HOURS AND TEACHER LOAD**

#### 4.1 **WORK DAY**

A. The Board and the Association recognize and agree the teachers' responsibility to students and the profession generally entails the performance of responsibilities and the expenditure of time beyond the normal working day. Faculty meetings, in-service education sessions, curriculum work sessions and extra help periods shall be a normal part of the teacher's duties. It is recognized, however, that personnel are entitled to weekly schedules on which they can rely in the ordinary course and which should be fairly and evenly maintained throughout the school system, except in emergencies and instances of staffing problems, and without prejudice to voluntary service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted:

B. Whether or not double sessions or similar type programs are instituted, the length of the regularly required work day shall be no more than a maximum of seven hours and twenty minutes of continuous time during which each teacher shall have a duty-free lunch. K-12 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the student day and shall not be required to

remain longer than thirty (30) minutes after the close of the student day, except as otherwise provided in a Memorandum of Agreement between the Board and the Association. In the event of an emergency closing, K-12 teachers shall not be required to remain longer than 10 minutes after the students are dismissed, provided that there must be some teacher supervision in the building until all students have left the building. In the event of a late opening, K-12 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the altered student day. The parties understand that the student day for early childhood education students is substantially different from the student day for K-12 students, and that the work schedules for certified teachers in the early childhood education area are also substantially different. Accordingly, the Board shall have the right to determine the specific work schedules for such early childhood education personnel, subject to the limitation set forth above regarding the overall length of the work day.

C. A directive will be issued to all principals to the effect that they are empowered to make individual arrangements for teachers who, on a schedule or intermittent basis, require an adjustment in their scheduled arrival and departure time. Otherwise the staff will adhere to the scheduled starting and ending time for teachers.

D. The parties acknowledge that the student school day at Woodland School and Stevens Alternative High School is shorter than the length of the student school day at other schools in the district. In recognition of that shorter school day, the parties agree that notwithstanding the provision from Section 4.1B set forth above, teachers at Woodland School and Stevens Alternative High School shall be required to be at work for a total of seven hours and twenty minutes, in accordance with the total teacher work day set forth in Section 4.1B.

E. Certified personnel will be required to set aside one hour and thirty minutes beyond the end of the student day each Tuesday. For all grade levels, the Administration may hold faculty or departmental meetings for up to sixty minutes of the time to be set aside in accordance with this section. The remaining time will be teacher directed for the purpose of data team meetings, data collection and similar activities, at the sole discretion of the teacher. No teacher, regardless of level, shall be required to attend more than one meeting per week. This provision shall not preclude the call of other meetings on other days by proper authorities, but such other meetings shall be held within the time limits prescribed by paragraph B.

F. In-service education sessions and curriculum work sessions may be scheduled on days when students spend less than a full day in school. Teachers shall not be required to attend such special programs later than 4:00 p.m. When such special programs are scheduled on a day when students are not in school, the work day limit specified in Section 4.1B shall apply.

G. With the aim of continuing to improve communication with parents and of utilizing fully the professional resources of the teaching profession, teachers will

be required to attend the annual open house/parent night of their assigned building. Itinerant teachers will be required to attend the annual open house/parent night at the building which represents the major portion of their teaching assignments. In addition to the regular work day and the annual open house/parent night, teachers will be required to attend two (2) district sponsored and/or building-sponsored evening events and/or meetings per year. The choice of which events to attend shall be at the sole discretion of the teacher, unless the Administration schedules evening parent-teacher conferences, in which case an evening of parent-teacher conferences shall count as one of the required evening events. Activities for which the teacher is receiving a stipend shall not count toward such minimum requirements.

H. The parties recognize that early childhood education teachers are required to be available beyond the regular work day for family programs, home visits, conferences with students' families and similar activities, and that the scheduling of such activities must be determined at least in part by the availability and convenience of the students' families.

I. The East Hartford Board of Education and the East Hartford Education Association recognize that the current practice with respect to home visits by early childhood education teachers is to have such teachers accompanied by another employee of the district during such visits. If the Board anticipates modifying or discontinuing this practice, the Board will notify the Association and provide the Association with an opportunity to discuss such modification or discontinuance prior to the implementation of any such change.

J. It is the mutual intent that the period of time designated in the Agreement as "preparation time" is reserved for teachers' use in the preparation of instruction. The Administration may designate up to two days per week of preparation time to be used for the purposes of individual teacher planning and/or for the purposes of common planning. Except in discernible emergencies, this time should not be used for other activities which do not have a direct bearing on the teacher's preparation for education instruction in his/her classroom. This includes infringement for PPT's. In addition, every reasonable effort should be made to schedule a preparation period on each individual school day and avoid any "doubling-up" of two preparation periods on any one day. In unusual circumstances where the foregoing is unavoidable, repetition on a yearly basis should be avoided.

#### 4.2 WORK YEAR

A. The work year of teachers covered by the classroom teacher's salary schedule shall consist of not more than 185 days, including the day before the opening of school. There shall be a minimum of 180 student school days with the option of two additional student days, with no impact issues arising out of the Board increasing the number of student days to 182. Non student days shall be set aside for professional purposes as specified in Section 4.1D.

In addition to the work year set forth above, the work year for new teachers covered by the classroom teachers' salary schedule shall include up to five (5) days of required orientation sessions as scheduled by the Administration, with no additional compensation for such days. New teachers required to attend additional sessions, beyond the five days, shall be paid at the instructional rate as stated in Section 15.4 of the collective bargaining agreement.

Notwithstanding any provision to the contrary in this Agreement, with the Superintendent's approval, High School guidance counselors may be assigned to work up to ten (10) additional work days beyond the regular teacher work year, and Middle School guidance counselors may be assigned to work up to six (6) additional work days beyond the regular teacher work year. The Administration will determine when these days shall be worked. Such additional work days shall be compensated at the teacher's regular per diem rate

B. The Board may elect to conduct a special program for teachers beginning no more than seven calendar days prior to the opening of school, but participation in such programs shall be voluntary, except as otherwise provided in this Agreement.

C. Notwithstanding the foregoing, the parties understand that the work year for certain early childhood education personnel will normally exceed the work year set forth above in Section 4.2A. The Board shall have the right to determine the work year for such early childhood education personnel. Publication of the following early childhood work year shall be no later than June 30<sup>th</sup>. To the extent that the Board designates a work year for such personnel in excess of the work year set forth in Section 4.2A, such additional work shall be compensated at the per diem rates for such employees. The per diem rates used for such compensation shall be based on the salaries in effect on the first day of school in the academic year in question.

D. The parties recognize the Board's unilateral right to alter the scheduling of the student day and or create new programs, including block scheduling. If the Board exercises such rights, the parties will bargain over any impact for which impact bargaining is required under C.G.S. 10-153f.

#### 4.3 EXTRACURRICULAR ACTIVITIES

A. Assignments to extracurricular and cocurricular activities beyond the work day shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular or cocurricular activity for which there is a provision for payment in the Differentials annexed to this Agreement, an employee may be appointed by the administrator, provided that no teacher may be required to accept such appointment in two successive years.

B. Assignments to extracurricular and cocurricular activities are for one school year only, and appointments to such assignments shall be made annually in writing.

#### 4.4 ELEMENTARY SCHOOL SCHEDULE

A. Elementary school teachers shall have a continuous duty-free lunch period of thirty (30) minutes.

B. Elementary school teachers shall have, in addition to their lunch period, forty-five (45) minutes of preparation/conference time at least five times each week, during which they shall not be assigned to any other duties, except in emergencies. Such forty-five (45) minutes shall be in no more than two blocks of time, with a minimum of thirty (30) minutes in one such block. The other block of fifteen (15) minutes may be the portion of the lunch/recess period which exceeds the thirty (30) minutes prescribed in the preceding paragraph. If the fifteen (15) minute lunch extension is taken away on a day of inclement weather, then the teacher may leave fifteen (15) minutes before the end of the work day.

C. Elementary art, music, physical education, etc., teachers may not be assigned annually more than six (6) teaching periods per full or shortened day. If a special area teacher is assigned to teach both elementary school and middle school classes in the same day, such teacher shall not be assigned more than a combination of five (5) teaching periods on such days.

D. It is understood that duties to be performed within the elementary school are to be evenly distributed among the staff at each school. The involuntary assignment of more than one duty to any one teacher on any given day should not be made when there is another teacher on the staff with no duties assigned on that day.

#### 4.5 MIDDLE SCHOOL SCHEDULE

A. Middle school teachers shall have a continuous duty-free lunch period of thirty (30) minutes.

B. Middle school teachers shall have, in addition to their lunch period, a preparation/conference period equivalent to a class period at least five times each week, during which they shall not be assigned to any other duties, except in emergencies.

C. In addition to homeroom or equivalent duty, academic subject area teachers in middle schools shall not be assigned annually more than five (5) teaching periods plus one (1) extra duty assignment per day. As used in this paragraph, the term "teaching period" shall include only classroom instructional groups. The term "extra duty assignment" shall include study halls, tutoring, resource centers, general



supervision, directed activities, small group instruction, team conferences called by the Administration and other similar assignments.

D. Middle school academic subject area teachers shall not be required to prepare annually more than three academic subject areas. For the purposes of this Section, courses organized by ability levels or phases are not to be considered separate preparations.

E. Middle school special area teachers (art, music, etc.) may not be assigned annually more than six teaching periods per day. If a special area teacher is assigned to teach both elementary school and middle school classes in the same day, such teacher shall not be assigned more than a combination of five (5) teaching periods on such day.

#### 4.6 HIGH SCHOOL SCHEDULE

A. High school teachers shall have a continuous duty free lunch period equivalent to the length of the student lunch period.

B. High school teachers shall have, in addition to their lunch period, a preparation/conference period equivalent to a class period at least five (5) times each week, during which they shall not be assigned to any other duties, except in emergencies.

C. In addition to homeroom or equivalent duty, academic subject area high school teachers shall not be assigned annually more than five (5) teaching periods plus one (1) extra duty assignment per day. As used in this paragraph, the term "teaching period" shall include only classroom instructional groups. The term "extra duty assignment" shall include conventional study halls, tutoring, resource centers, general supervision, and other similar assignments.

Teachers may be assigned a duty period in lieu of a teaching assignment. Science teachers responsible for laboratory courses may be assigned one (1) laboratory period in lieu of an extra duty assignment on any given day.

D. High School teachers shall not be required to make more than three (3) teaching preparations by course title within subject areas at any one time. Such teachers, in addition, may be required to teach one limited enrollment course (i.e. less than ten students) provided that they are relieved of homeroom obligations and extra duties such as study hall.

#### 4.7 RESOURCE/SUPPORTIVE STAFF

A. It is recognized that the most efficient use of resource and/or supportive staff may involve work day and work year schedules which differ from those set forth elsewhere in this Article. As used herein the term "resource and/or supportive

staff" means librarian, instructional resource teacher, guidance counselor, psychologist, social worker, speech and hearing clinician, and any position which becomes a part of school planning and placement teams (excluding classroom teachers).

B. The Board may during the term of this Agreement propose changes in the work day and work year for resource and/or supportive staff. If such a proposal is made, the parties shall meet promptly for the purpose of negotiating such proposal. Such negotiation shall include the issue of appropriate security arrangements. No proposed change may be implemented by the Board within thirty (30) days after the proposal is made, without prior written agreement of the Association.

C. Special education teachers required to do diagnostic testing will have in addition to their conference period, scheduled time necessary, within the student day, to fulfill testing needs as determined by the administration.

## **ARTICLE V** **REDUCTION IN FORCE**

5.1 In the event of a reduction in the number of certified personnel in East Hartford, the following procedure shall be followed subsequent to the Board of Education's determination of the number of positions to be eliminated:

A. Establish the names of people who are in the affected instructional areas (within elementary, middle and high school grade levels, considered separately).

B. List the names of said personnel by ranking those most senior at the top and those most junior at the bottom on the basis of length of continuous service in the district.

C. Terminate the employment of the least senior person if no other position exists in any other instructional area in which the person may be placed based upon his/her certification endorsements and length of service.

D. In the event that administrative positions below the rank of Director are eliminated such personnel may elect to exercise seniority based upon his/her certification endorsement/endorsements and length of continuous service in the district. In which case, the procedure established in paragraphs A, B and C above shall be followed to ascertain whether a position shall be made available to such administrator.

E. No tenured certified teacher (as defined in Section 10-151 (b) of the Connecticut General Statutes) shall be laid off when a position exists which is either vacant or occupied by a non-tenured teacher and for which the tenured teacher is certified or immediately certifiable.

5.2. A. In the event of a tie in length of service for a position defined in the Recognition Clause of this Agreement, Article II, Section 2.1, the following criteria shall be applied in the order listed:

1. Previous regular teaching service in East Hartford.
2. Previous long-term substitute service in East Hartford.
3. Previous per diem substitute service in East Hartford.
4. Date contract signed.

B. Seniority shall be determined on the basis of length of continuous service in the district.

C. Length of service shall be defined as continuous service in the East Hartford School System under a contract of employment. Such length of service shall not include leaves of absence without pay in the excess of one school year. Provided, however, that required military leaves of absence shall be covered as to length of service as required by the Connecticut General Statutes pertaining thereto.

D. Tenured teachers who are laid off shall be placed on a "recall list" for a period of two school years and shall be re-employed on the basis of length of service, provided they hold the necessary certification endorsement for the position. Any person refusing a full time position when recalled shall retain his/her position on the recall list; a second refusal will place that person on the bottom of the recall list.

E. Personnel who are re-employed from a recall list shall be entitled to reinstatement of sick days, length of service credit and placement on the salary schedule at the level above the level held when laid off.

5.3 It is understood that the layoff of a tenured teacher is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions (tenured teacher) the parties agree that the provisions of this article can and should be submitted to the court.

## **ARTICLE VI** **FACILITIES**

The Board will make every reasonable effort to provide in each school building:

6.1 Space in each classroom in which teachers may safely store instructional materials and supplies;

6.2 A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;

6.3 An appropriately furnished room to be used as a faculty lounge (said room to be in addition to the aforementioned teachers' workroom) containing a telephone;

6.4 Clean, well-lighted, well-supplied and well-ventilated teachers' rest rooms restricted to staff use;

6.5 A system whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency;

6.6 Teachers' cafeterias or rooms provided for teachers' lunch in all schools;

6.7 Two-way communication system between classrooms and office in all school buildings;

6.8 Working, conference and storage facilities for special instructional and non-instructional personnel.

## **ARTICLE VII** **NON-DISCRIMINATION**

7.1 Both parties agree to continue their policies of not discriminating against any teacher by reasons of membership or non-membership in, participation or non-participation in the activities of the Association or any other employee organization. Both parties also agree to continue their policies of not discriminating against any teacher on the basis of race, color, religion, age, sex, national origin, disability, marital status, or sexual orientation. Use of masculine or feminine pronouns is understood to refer to teachers of either sex.

Section 7.1 is included in this Agreement for informational purposes only. Section 7.1 shall not be subject to the grievance procedure.

## **ARTICLE VIII** **TEXTBOOKS**

8.1 The policy of the Board is to ensure that each pupil has adequate materials to implement the instructional program.

8.2 Prior to changing a textbook, the teachers affected and/or a committee of such teachers appointed by the Superintendent shall be given the opportunity to meet and

consult with the Superintendent or his designee regarding the proposed change or selection.

8.3 The parties recognize that with regard to early childhood education, funding for instructional materials may be limited by the amount of governmental funding provided for such early childhood education programs.

## **ARTICLE IX** **STAFFING CONSIDERATIONS**

9.1 In order to establish class size for Grades K-12, enrollment shall be examined on the twentieth (20th) student day in the school year. Where a class size exceeds 25 in Grades K-2, 27 in Grades 3-4 or 28 in Grades 5-6 on such twentieth (20th) day, the class(es) affected shall be split and an additional teacher shall be hired for the remainder of the school year. If at any point during the school year after such twentieth (20th) day a class size exceeds 29 in Grades K-2, 29 in Grades 3-4 or 31 in Grades 5-6, the class(es) affected shall be split and an additional teacher shall be hired for the remainder of the school year. The Administration may make the class size determination set forth in this section prior to the twentieth (20<sup>th</sup>) day in its discretion.

At each elementary school, class sizes within the same grades shall not deviate by more than two (2) students, unless there are sound educational reasons for such deviation of numbers. The preceding sentence shall not apply to any deviation caused by the disenrollment of one or more students for any reason during the school year.

## **ARTICLE X** **NON-TEACHING DUTIES**

10.1 The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end.

## **ARTICLE XI** **SUMMER SCHOOL PROGRAM**

11.1 The Board and the Association recognize that the summer school program may vary substantially from year to year, offers the opportunity for experimentation, and calls for flexibility in approach. The parties understand and agree that the early childhood education student school year normally extends beyond the K-12 school year, and that the term "summer school program" as used in this Article shall not be deemed to include such extended year programs in the early childhood education area.

11.2 The Board will adequately publicize its general scope and content, and the positions to be filled by teachers on the district website as soon as possible.

11.3 Subject to special requirements of the program (e.g. in-service training for new personnel), position openings shall be filled on the basis of competence and experience, and other things being equal preference shall be given to applicants from the regularly appointed teacher staff in the East Hartford school system.

## **ARTICLE XII** **PROTECTIONS**

12.1 Teachers shall immediately report verbally to their supervisor, to be followed by a written report, all cases of assault suffered by them in connection with their employment.

12.2 Such report shall be forwarded to the Superintendent and the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under the law which relates to the incident of the persons involved.

12.3 The Board shall comply with the provisions of Section 10-235 of the Connecticut General Statutes with respect to civil proceedings initiated against a teacher.

## **ARTICLE XIII** **ACCIDENT BENEFITS**

13.1 Whenever a certified person is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation Laws, and arising out of and in the course of his employment, he may use his accumulated sick leave to supplement payments received for temporary total disability under the Workers' Compensation Act. Sick leave used for this purpose will be deducted at the rate of one-half day for each date of absence. The Board shall have the right to have such person examined by a physician designated by the Board for the purpose of establishing the length of time during which he is temporarily disabled from performing his duties, and, in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

A teacher who is unable to work as a result of an incident falling within the provisions of Conn. Gen. Stat. § 10-236a shall be eligible for continuation of full salary payments in accordance with said statutory provision.

The following shall apply to any teacher who is eligible for payments under Section 23.1 and who has used sick leave to supplement workers' compensation payments under this section within the three (3) calendar years preceding his or her normal retirement under the Teachers' Retirement System: The total number of sick days used by such teacher for such purpose shall be restored for the purpose of calculating the benefit available to the teacher under Section 23.1, subject to the maximum payment limitations set forth in Section 23.1.

13.2 If a teacher is absent because of illness of a contagious communicable disease, other than the common cold or flu, traceable to contact made in school, the absence will not be charged against that teacher's sick leave.

#### **ARTICLE XIV** **LEAVE PROVISIONS**

##### **SICK LEAVE**

14.1 Each certified person shall receive leave of absence with full pay for sickness at a rate of fifteen (15) days a year. These fifteen (15) days may be accumulated up to one hundred eighty-five (185) days. Notwithstanding the foregoing, any teacher who has accrued more than one hundred eighty-five (185) sick days as of June 30, 2007 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such teacher's total sick leave accumulation falls below one hundred eighty-five (185) days. Sick leave days used by a teacher in any contract year shall first be charged to the teacher's 15-day sick leave allotment for that year, prior to any charge against the teacher's accumulated sick leave. Accumulated sick leave will be determined on the basis of such person's service with the Board since the most recent date of hire.

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

14.3 Sick leave may be used in the following cases:

- (a) Personal illness or physical incapacity.
- (b) Enforced quarantine of such person in accordance with the community health regulations.
- (c) Illness or physical incapacity in such teacher's immediate family. For the purposes of this paragraph (c) immediate family is defined as any relative who resides in the primary residence of the employee. In addition, if a teacher is eligible for leave under the federal Family and Medical Leave Act in order to provide necessary care for a spouse, parent or child with a serious health

condition, the teacher may use accumulated sick leave for up to thirty (30) days of such leave.

- (d) Up to a total of five (5) personal days per year will be granted for absence for business beyond the individual's control which cannot be conducted outside of school hours. Except in emergencies, the request for such leave must be made prior to such leave by the individual to the Director of Human Resources, acting as designee of the Superintendent, provided that for two (2) days per year said request need not state the reason for the leave. Such two (2) days may not be used in conjunction with any other leave day or school holiday, but may otherwise be used in conjunction with each other. Leave under this paragraph (d) will be granted for the following reasons:

1. Court appearance where the teacher is a party or is subpoenaed.
2. House and mortgage closing of the teachers' domicile.
3. Wedding of teacher or member of immediate family.
4. Graduation of teacher or member of immediate family.
5. Funeral not covered in Section 14.7 (multiple requests to attend the same funeral will be granted at the discretion of the Director of Human Resources).

Immediate family for purposes of this paragraph (d) is defined as parent, stepparent, grandparent, spouse, child, stepchild, grandchild and also any relative who resides in the employee's primary residence.

The number of days allowable for each of the above reasons shall be subject to reasonable limitations. Personal days shall not be used to extend student recess periods.

- (e) Additional personal days for the above or personal days for reasons not mentioned above may be granted at the discretion of the Director of Human Resources.

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

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



14.6 It shall be the responsibility of the certified person to notify the central office in advance of extended absence if possible.

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

#### BEREAVEMENT LEAVE

14.7 Three (3) days special leave with full pay shall be granted for bereavement and attendant activities in the event of a death in the immediate family of a teacher. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law and father-in-law of a teacher and also any relation who is domiciled in the teacher's house. Additional days may be requested pursuant to Section 14.3(d).

#### JURY DUTY

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

#### PROFESSIONAL CONFERENCES--VISITING DAY

14.9 Upon approval of the Superintendent or his designees, a visiting day or leave with full pay shall be granted to a teacher for visiting classes in other schools, attending conferences or important professional meetings. Travel expenses will be granted.

#### RELIGIOUS LEAVE

14.10 Up to three full days of paid leave may be granted to teachers for the celebration of religious high holy days. The request for such leave must be submitted at least five (5) business days prior to such leave to the Director of Human Resources, acting as designee of the Superintendent.

MATERNITY/ADOPTIVE/CHILDREARING LEAVE

14.11 Notwithstanding any provision in this contract to the contrary, the Board shall comply with all provisions of applicable federal and/or state law concerning disability maternity leave and/or family and medical leave.

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

A. Childrearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.

B. If disability sick leave commences between September 1 and January 31, the child-rearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by March 1 of the calendar year in which the certificated staff member plans to return. Failure to notify will constitute a resignation.

C. If the disability sick leave commences between February 1 and August 31, the child-rearing leave shall extend for the remainder of the school year and may extend for the next full school year if the teacher elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by January 1 of the calendar year in which the certified staff member plans to return. Failure to notify will constitute a resignation.

D. The certified staff member will be reinstated to a position for which he is certified and qualified provided his status has not been affected by Article 5.1 of this Agreement.

E. A certified staff member absent on child-rearing leave will be placed, upon his return, at the next salary step appropriate to his step placement at time of leave, provided teaching service exceeded ninety (90) school days in the school year.

F. Upon the expiration of any FMLA leave applicable to the teacher's childrearing leave, the teacher may continue insurance coverage at the teacher's expense for the duration of the childrearing leave.

G. Credit toward longevity shall not be granted for this period of leave.

H. Sick leave not used during disability leave shall be restored upon return to the system.

## SABBATICAL LEAVE

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

- A. The teacher must have completed at least seven years of satisfactory service with the Board.
- B. Sabbatical leave may be granted for one half of a school year or for one entire school year.
- C. Applications for sabbatical leave should be submitted to the Superintendent on or before March 1<sup>st</sup>. The deadline of March 1<sup>st</sup> may be waived by the Superintendent.
- D. Written notice of the Board's decision on each sabbatical leave application will be given to each applicant by June 1<sup>st</sup>.
- E. Teachers absent on sabbatical leave shall be paid 75% of the contract rate in effect during such leave; provided, however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such teacher would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the teacher for travel and other expenses related to the sabbatical leave. During the sabbatical leave, the teacher may continue insurance coverage at the teacher's expense for the duration of the leave.
- F. In extraordinary cases where a teacher plans to study in areas determined by the Board to be critical, the seven year requirement of Section A may be waived and the employee may receive up to 100% of the contract rate referred to in Section E.
- G. A teacher absent from service because of sabbatical leave, shall be entitled to such advancement on the salary schedule as he would have received had he remained in the system.
- H. In the event that completion of the approved professional objectives of the sabbatical leave is made impossible by illness or injury, salary payments will be continued beyond the date such disability is incurred for a period equivalent to the sick leave credit accrued by the teacher.
- I. Teachers who are granted sabbatical leave shall as a condition of acceptance agree to return to service in the school system for a period of two (2) full

school years following the completion of the sabbatical leave. In the event a teacher does not fulfill his/her agreement to serve two years following the completion of the sabbatical leave, the following provisions shall apply:

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

#### GENERAL PURPOSE LEAVES

14.14 The Administration shall consider and may grant such leaves as requested in writing for general purposes under the following conditions:

- A. Such leaves shall be without pay.
- B. Such leaves shall normally be for a period of one school year.
- C. Application must be submitted at least ninety (90) calendar days prior to the date the leave is expected to commence, unless the leave will commence at the beginning of a school year, in which case the application must be submitted prior to March 1st of the school year preceding the school year for which the leave is being requested.
- D. Candidate must have completed at least ten (10) years of satisfactory service with the Board.
- E. During such leave, the teacher may continue insurance coverage provided that the teacher pays the costs for such insurance, except as otherwise provided by law. This subsection E will not apply in any situation in which a teacher is employed by a charter school or any other employer during the period of leave.
- F. Teachers must notify the Board by March 1st of the leave year of their decision whether or not to return to teaching. Failure to notify, results in automatic resignation. This date is of the essence.

G. Teacher returns to normal salary sequence and benefits accrual excluding the year of leave.

H. Return to same position is dependent upon needs of school system.

**ARTICLE XV**  
**SALARIES**

15.1 The salary schedules and differentials for the school years covered by this Agreement are set forth on Schedules A and B attached hereto and hereby made a part of this Agreement.

15.2 Certified personnel shall have the option of choosing either 21 equal pay periods or 22 pay periods where the first 21 pays are equal to 1/26 of the teachers' pay and the 22<sup>nd</sup> pay period is equal to 5/26 of the teachers' pay.

15.3 On completion of 15 years service in East Hartford, \$200 will be added to the salary schedule. This will be increased by \$200 each five year period thereafter until retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts teaching service in East Hartford; such credit not to exceed two years. This provision shall be applicable only to teachers who are eligible for and are receiving such longevity payments as of June 30, 1995. Any teacher who is not eligible for and is not receiving such longevity payments as of June 30, 1995 shall not be eligible for such payments.

15.4 The following hourly rates of compensation shall apply to the work set forth below:

	<b><u>Rates Per Hour</u></b>		
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Home Instruction	\$31.06	\$31.53	\$32.08
Summer Work	\$31.06	\$31.53	\$32.08
Supervision of school dances, athletic events and other activities	\$24.91	\$25.28	\$25.72
Assigned detention supervision which occurs beyond the teacher's normal work day	\$31.06	\$31.53	\$32.08
Special education summer work	\$52.66	\$53.45	\$54.39

**ARTICLE XVI**  
**INSURANCE**

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

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

Effective with the 2021-22 contract year, the Board will not process employee contributions into employees' Health Savings Accounts, unless the Board and the Association mutually agree otherwise.

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

Effective July 1, 2019: 9.0%

Effective July 1, 2020: 10.0%

Effective July 1, 2021: 11.0%

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

Effective July 1, 2019: 23.0%

Effective July 1, 2020: 24.0%

Effective July 1, 2021: 25.0%

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

The Board will adopt an Internal Revenue Code Section 125 plan which allows teachers to pay insurance contributions with pre-tax dollars.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2022. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will

reopen Section 16.1 (including the related Appendix C of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

16.2 The Board shall provide and pay for a life insurance policy with a double indemnity provision for each teacher in the amount of \$25,000.

16.3 Life insurance for teachers retiring after January 1, 1970, shall be paid in full by the Board to the amount of \$3,000.

16.4 Teachers retiring under Chapter 167A shall be permitted to continue their health insurance in accordance with C.G.S. 10-183t.

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

## **ARTICLE XVII**

### **VACANCIES, ASSIGNMENTS AND TRANSFERS**

17.1 Promotional positions are defined as those positions requiring an administrative or supervisory certificate or positions set forth on Schedule B attached hereto.

17.2 When the Superintendent determines that a vacancy exists in a promotional position or a new promotional position is created, notice of such vacancy or newly created position shall be made known to all teachers by posting for a minimum period of ten (10) school days on the district website and bulletin boards.

17.3 Notice of all such vacancies that arise during the summer months shall be posted for a minimum period of ten (10) days on the district website and on the central office bulletin boards.

17.4 A written notice of the decision on each application shall be forwarded to the applicant.

17.5 Qualifications, work requirements and the effective date for vacancies or newly created positions shall be clearly defined for all prospective applicants.

17.6 Nothing herein shall preclude the Board in an emergency from filling such positions with any person whom it finds qualified.

17.7 Teachers shall be notified in writing annually of their teaching assignments not later than the last day of school. Such notification shall include grade level, subject area and building assignment. In the event of a change in circumstances, such assignments may be changed as required to meet the situation, and the teacher shall be notified as soon as possible. No transfer of teachers will occur after the first thirty (30) days of school, except in unforeseen circumstances such as death, resignation, changes in student enrollment or emergency school closing, or by agreement with the affected teacher after consultation with the Association. In the event that a teacher is reassigned from one building to another building after the start of the school year, the affected teacher shall be given two (2) school days to complete the required move. If the teacher is reassigned within the same building after the start of the school year, he/she shall be given one (1) school day to complete the required move. Appointments to extracurricular or cocurricular positions shall be confirmed in writing to the teachers appointed to such positions.

17.8 Teachers who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the Department of Human Resources no later than January 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.

17.9 Notice of transfer shall be given to teachers as soon as practicable and under normal circumstances no later than the last day of school. Where a request is denied, the teacher will receive an explanation for such action either in person or in writing, at the option of the Administration. Where no response is given by the last day of school, this teacher shall be entitled to a personal explanation upon request.

17.10 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. Such teachers shall have sufficient travel/set-up time in addition to their regularly scheduled conference periods.

## **ARTICLE XVIII** **GRIEVANCE PROCEDURE**

18.1 The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise from time to time with respect to the salaries and working conditions of teachers provided for in this Agreement. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure, subject to the provisions of the Freedom of Information Act. The Board also agrees to make available to any aggrieved teacher and/or his Association representative all records



within the possession of the Board which bear on the issues raised by the grievance, to the extent required by the Freedom of Information Act.

18.2 A. Grievance. A grievance shall mean (i) a complaint by a certified teacher or teachers that his, her or their rights under the specific language of this agreement have been violated or that as to him, her or them there is a misinterpretation or misapplication of a specific provision of this agreement, or (ii) a complaint concerning an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers. However, grievances defined in (ii) above may only be processed as far as level three of the grievance procedure, and level four shall not apply.

B. Aggrieved. An individual or group of individuals alleging that a grievance exists.

C. Grievor. An individual or group of individuals who are alleged to be the cause of, or who have committed, a grievance.

D. Teacher. Any person who is included in the unit as defined in Article 2.1.

E. Days shall mean days when school is in session. During the summer, days shall mean business working days.

#### GENERAL PRINCIPLES

18.3 A. It shall be the firm policy of the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional status.

B. A teacher may seek and use the assistance of an officer or representative of the Association in the presentation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of a teacher at all steps of the grievance procedure.

C. Nothing contained in this grievance procedure shall be construed to deny any teacher his/her constitutional rights under the laws of the State of Connecticut.

D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of a teacher (aggrieved) to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or one who is

grieved against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

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

## PROCEDURE

### 18.4 1. Informal Level.

A teacher with a grievance shall first discuss it with the grieved person and/or with an Association Representative with the objective of resolving the matter informally.

### 2. Level One.

A. The aggrieved person shall meet with his/her immediate superior and present a written statement of his grievance to the immediate superior, with a copy to the grieved person, within the time period set forth in Section 18.6.C.

B. The immediate superior shall give a written decision to the aggrieved within five days of receipt of the grievance.

### 3. Level Two.

A. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five days after presentation of the grievance in writing, he/she or his/her designee which may be the Chairman of the Association Committee on Professional Rights and Responsibilities shall file the grievance in writing with the Superintendent within ten days.

B. Within five days after the receipt of the written grievance, the Superintendent or his designee shall meet with the aggrieved person in an effort to resolve the grievance. The Superintendent shall render his/her decision in writing to the teacher and the Association within five days after the conclusion of said meeting.

### 4. Level Three.

A. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered within five days after the conclusion of said meeting with the Superintendent or his/her

designee, he/she or his/her designee shall file the grievance in writing with the Board of Education within ten days.

B. Within ten days after the receipt of the written grievance, the Board of Education shall meet with the aggrieved person in an effort to resolve the grievance. The decision shall be rendered in writing to the teacher and the Association within five days after the conclusion of said meeting.

5. Level Four.

A. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within five days after the conclusion of the meeting with the Board, he/she may, within five days after a decision by the Board or ten days after the conclusion of the meeting with the Board, whichever is sooner, request in writing the Association to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and submitting it is in the best interest of the East Hartford school system, it may submit the grievance to arbitration with a written copy to the Board within ten days after receipt of such a request from the aggrieved person.

B. Within five days after written notice of such arbitration, representatives of the Board and the Association shall agree upon and select an arbitrator or arbitrators. If the parties cannot agree upon an arbitrator or arbitrators at this meeting, the grievance shall be submitted to American Dispute Resolution Center by the Association. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of American Dispute Resolution Center.

C. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and, render his/her decision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon all parties to this agreement during the life of this agreement, except as otherwise provided by law.

D. The cost of the services of the arbitrator including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the Board and the Association.

RIGHT OF TEACHERS TO REPRESENTATION

18.5 A. Any teacher may be represented at all stages of this grievance procedure by himself or a member of the East Hartford Education Association. When a

teacher represents himself or herself, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

B. No teacher may file for arbitration as an individual but only the Association may file an appeal to arbitration hereunder.

C. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay or leave time for that purpose.

D. The Association shall have the right to initiate a grievance which in the opinion of the President of the Association or his/her designee affects a group or class of teachers and such action shall be taken in the name of the President of the Association or his designee. If such a grievance is the result of action or inaction by the Board or central administration, it shall be initiated at Level 2.

E. The Association representatives shall be permitted, when otherwise free from teaching assignment, to investigate and process grievances to ascertain compliance with the provisions of this Agreement, provided their principal or supervisors have been notified of where they are going and why they are leaving their school buildings and have received permission therefor, and provided further that upon entering a school building they shall inform the principal or the building administrative office personnel why they are there and received permission to carry out their purpose. This permission in both instances shall not be unreasonably withheld.

#### MISCELLANEOUS

18.6 A. Forms and instructions for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Association and shall be made available at each school office. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. All grievances must be processed through and in accordance with the grievance procedure set forth herein.

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

**ARTICLE XIX**  
**ITEMS NOT IN AGREEMENT**

19.1 Any item not covered in this agreement may hereafter be governed by the modification of existing policies, rules and/or regulations or by the adoption by the Board of a new policy, and/or regulations.

**ARTICLE XX**  
**CURRICULUM DEVELOPMENT**

20.1 The Association is interested in curriculum and recognizes that rapid technological and sociological changes and growth mandate constant study of and revision in our curriculum and instructional program. Therefore, curriculum revision shall be thoroughly researched by committees composed of appropriate certified personnel. The teachers are expected to play an active role in preparation, implementation, evaluation of curriculum and facilities. In order to reach their goals the Board is expected to utilize release time during the school day and/or sponsor summer curriculum workshops. The rate of pay for summer workshops shall be the same as the rate for summer school work.

**ARTICLE XXI**  
**MISCELLANEOUS**

21.1 Any teacher may inspect and/or copy any material in his/her personnel file upon giving three (3) working days' written notice to the Human Resources department. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question.

21.2 If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

21.3 The Board agrees that two (2) teachers designated by the Association shall, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association activities. A teacher on leave of absence under this Section, who returns to his position at the end of that leave, shall upon such return be placed on the salary step he/she would have been on without the leave. Such teachers may continue their health insurance benefits, at their own expense, in accordance with applicable law.

21.4 Duties and responsibilities of teachers shall not be changed without the opportunity for negotiations upon request concerning fair and equitable adjustment of compensation. Any negotiated adjustment shall be effective as of the date of the change in duties and responsibilities.

21.5 Reasonable released time for teachers shall be arranged when, and if, requested by the Association leadership for meetings.

21.6 No teacher shall in an effort to effect a settlement of any disagreement with the Board, engage in any strike or concerted refusal to render services.

21.7 Any teacher assigned to teach less than one-half the regular full-time teaching load shall not be entitled to medical or life insurance benefits. All benefits, including insurance benefits and paid leave of any kind, shall be available on a prorated basis to those assigned to teach less than a full teaching load. Notwithstanding the foregoing, any part-time teacher assigned to teach one-half or more of the regular teaching load as of June 30, 2007, and who thereafter continues teaching in a part-time position equal to one-half or more of the regular teaching load, on a continuous basis, shall receive the same insurance benefits accorded a full-time teacher.

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

21.9 Long-term substitutes, as defined under the Connecticut General Statutes and the regulations promulgated by the State Department of Education, shall be paid in accordance with this section. Long-term substitutes who are hired for an assignment which is expected to last at least one full school year shall be paid at Step One of the BA Schedule from day one of the assignment. Long-term substitutes who are hired for an assignment which is expected to last less than one full school year shall be paid at a rate to be determined by the Board. In no case shall any long-term substitute be eligible for benefits under this contract, except that long-term substitutes may participate in the health insurance plan(s) offered to teachers, at their own expense. As used in this section, the term "benefits" shall include, but shall not be limited to, the provisions set forth in Articles V, XIII, XIV, XV, XVI, XVII, XXI (except Section 21.1, if a formal evaluation is prepared for such teacher), XXII and XXIII.

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

21.11 Teachers may submit requests for job sharing arrangements to the Administration. The Administration shall have the sole discretion to approve or deny such requests, and no such decisions shall be subject to the grievance procedure.

**ARTICLE XXII**  
**SALARY PLACEMENT**

22.1 Schedule credit shall be given for active military service, or Peace Corps service up to two (2) years.

22.2 In order to become effective for salary purposes, changes in degree status (together with transcripts or other satisfactory evidence of course completion) must be submitted to the Director of Human Resources in accordance with the following schedule:

<u>Deadline for Submission</u>	<u>Date Changes Will Become Effective</u>
August 15	First payroll occurring after 9/1
January 15	First payroll occurring after 2/1

22.3 (a) For salary placement the District will recognize all previous full-time pre-K through 12 teaching experience from East Hartford Public Schools, another public school district and/or parochial/private schools if a regular teacher (not substitute) with appropriate State certification is hired. No new teacher will be placed on a step higher than currently employed East Hartford teachers having equal education and experience.

(b) Under extenuating circumstances exceptions to 22.3(a) will be permitted after notification to EHEA of reasons.

**ARTICLE XXIII**  
**RETIREMENT SEPARATION PAY**

23.1 Teachers who were hired prior to July 1, 2004 and who retire from public school teaching while eligible for retirement under the State Teachers' Retirement Plan shall receive retirement separation pay for serving a minimum fifteen (15) years of continuous teaching service in East Hartford. Such payment shall be made as follows:

The following payment formula shall apply:

<u>Percent</u>	<u>Maximum Days Paid</u>
40% of accumulated sick leave (not to exceed 185 days)	74

Payment is at 1/185 of the teacher's annual salary based on degree and step in retirement year. The Board shall pay to the estate of a teacher who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the teacher had retired on the date of death. This provision applies only to teachers who retire from teaching service, as described above, and it shall not under any circumstances apply to a teacher whose employment is terminated by the Board and/or who loses or surrenders his/her teaching certificate as a result of moral misconduct (as defined in Conn. Gen. Stat. § 10-151) occurring prior to the teacher's separation from employment with the Board. In order to receive the payments described in Section 23.1 on or about June 30 of the year in which the teacher retires, the teacher must submit written notice of retirement to the Superintendent or his/her designee on or before January 1 of the year in which the teacher retires. If notice of retirement is not submitted to the Superintendent or his/her designee on or before such date, such payments will be made on or about June 30 of the following year.

The provision regarding separation pay outlined above shall not apply to any teacher hired on or after July 1, 2004.

23.2 Teachers shall receive their retirement separation pay in one payment.

#### **ARTICLE XXIV** **WAIVER CLAUSE**

24.1 In the event that any portion or portions of this agreement are found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion or portions of this Agreement, and both parties will meet immediately and bargain such new language as is necessary to comply with such restrictions.

#### **ARTICLE XXV** **DURATION**

25.1 This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.



25.2 This Agreement shall be in full force and effect for the period commencing July 1, 2019 – June 30, 2022.

25.3 This Agreement shall bind and inure to the benefit of the Board, certified personnel, and the Association.

EAST HARTFORD  
BOARD OF EDUCATION

EAST HARTFORD  
EDUCATION ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

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

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

**SCHEDULE A-1**  
**Salary Schedule**  
**2019-2020**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+1</b>	<b>PHD</b>
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$75,733	\$87,634	\$89,260	\$96,292	\$103,325

The salary schedule set forth above reflects a 2.00% general wage increase applied to steps 1-11 of the 2018-19 salary schedule.

There shall be no step advancement during the 2019-20 contract year.

**SCHEDULE A-2  
Salary Schedule  
2020-2021**

Step	BA	BA+30	MA	MA+1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$76,869	\$88,949	\$90,599	\$97,736	\$104,875

The salary schedule set forth above reflects the following: 1.50% increase applied to step 11 of the 2019-20 salary schedule; no increase applied to the 2019-20 rates for steps 1-10.

Teachers not on the maximum step will advance one step on the salary schedule, effective July 1, 2020.

**SCHEDULE A-3  
Salary Schedule  
2021-2022**

Step	BA	BA + 30	MA	MA+1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	\$78,214	\$90,506	\$92,184	\$99,446	\$106,710

The salary schedule set forth above reflects the following: 1.75% increase applied to step 11 of the 2020-21 salary schedule; no increase applied to the 2020-21 rates for steps 1-10.

Teachers not on the maximum step will advance one step on the salary schedule, effective July 1, 2021.

Effective June 30, 2022, the Board and the Association agree to split the bubble between steps 10 and 11 in half by adding a step in between steps 10 and 11, resulting in a 12-step schedule, as set forth in the schedule below. No step movement will occur on June 30, 2022, and no teacher's actual salary will change on June 30, 2022. Teachers who were on Step 11 (maximum step) immediately prior to June 30, 2022 will be on Step 12 (maximum step) effective June 30, 2022.

The parties agree that the 12-step schedule set forth below will be used as the basis for the parties' negotiations for a successor collective bargaining agreement. The actual salaries and/or step advancement for the period July 1, 2022 forward will be subject to those negotiations for the successor collective bargaining agreement.

Step	BA	BA+ 30	MA	MA+1	PHD
1	\$51,165	\$57,658	\$59,279	\$61,983	\$67,395
2	\$54,096	\$60,588	\$62,211	\$64,916	\$70,324
3	\$56,258	\$63,293	\$64,916	\$68,162	\$73,571
4	\$58,425	\$65,996	\$67,622	\$71,405	\$76,813
5	\$60,588	\$68,704	\$70,324	\$74,653	\$80,602
6	\$62,753	\$71,405	\$73,030	\$77,899	\$84,390
7	\$64,916	\$74,653	\$76,275	\$81,143	\$88,177
8	\$67,622	\$77,899	\$79,520	\$84,928	\$91,962
9	\$70,324	\$81,143	\$82,766	\$88,718	\$95,751
10	\$73,030	\$84,390	\$86,010	\$92,504	\$99,538
11	<b>\$75,622</b>	<b>\$87,448</b>	<b>\$89,097</b>	<b>\$95,975</b>	<b>\$103,124</b>
12	\$78,214	\$90,506	\$92,184	\$99,446	\$106,710

**SCHEDULE B-1**

The following teachers shall receive in addition to their basic salary, the differentials listed opposite their classification for added responsibility.

<b>POSITION</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b># RELEASE PERIODS*</b>
Athletic Coordinator High School	10,995	11,160	11,355	2
Athletic Coordinator Middle School	7,329	7,439	7,569	3/wk
Computer Coordinator	0	0	0	5
Elem. Media Coordinator	0	0	0	5
Prof. Development Coordinator	5,863	5,951	6,055	2
Supportive Coordinator	9,162	9,299	9,462	1
Student Activities Coordinator H.S.	7,329	7,439	7,569	0
Student Activities Coordinator M.S.	2,199	2,232	2,271	0
MS Team Leader	3,666	3,721	3,786	0
HS Program Leader	3,666	3,721	3,786	0
HS Co-Band Director (2)	3,666	3,721	3,786	0
HS Marching Band Field Show	619	628	639	
HS Co-Vocal Director (2)	1,099	1,115	1,135	0
HS Orchestra Director	1,099	1,115	1,135	
M $\bar{S}$ Co-Band Director (2 at EHMS; 1 at Sunset)	1,001	1,016	1,034	
MS Choir Director	1,001	1,016	1,034	
MS Orchestra Director	1,001	1,016	1,034	
Work Study Advisor	2,565	2,603	2,649	0
MS Academic Areas Coordinator	2,199	2,232	2,271	0
Academic Teams 7-10 Coordinator	3,666	3,721	3,786	1
CAPT & CMT 7-12 Coordinator	3,666	3,721	3,786	0
Printer	3,076	3,122	3,177	0
Academy Coordinator E.H.M.S.	3,666	3,721	3,786	0

**Department Chairperson:**

Stipend is per teacher with a minimum of \$1,000 and a maximum of \$6,000. Those holding positions on June 1, 1994, paying more than \$6,000 will not be subject to the maximum cap for as long as they do not voluntarily leave that position or the number of teachers in the department warrants payment of over \$6,000

1-2	department teachers	1/wk
3-5	department teachers	2/wk
6-10	department teachers	3/wk
11-15	department teachers	4/wk
16+	department teachers	5/wk

<u>POSITION</u>	<u>2019-22</u>	<u># RELEASE PERIODS*</u>
Psychological Examiner**	3,280	0
Social Worker***	3,280	0
Reading consultant***	3,280	0
Special Ed. Teacher***	1,510	0
Spch. Hrg. Therapist***	1,510	0

\* Release periods are by the day unless indicated with "/wk" which are by the week.

\*\* The differential for this position is payable only to teachers who were in such position as of the last day of school in June 1994, and only for as long as they do not voluntarily leave that position. The dollar amount is frozen at the June 30, 1994 rate.

\*\*\* The differential for this position is payable only to teachers who were in such position as of the last day of school in June 1982, and only for as long as they do not voluntarily leave that position. The dollar amount is frozen at the June 30, 1994 rate.

**SCHEDULE B-2**

B-2 payments for coaching positions shall be made with the regular payroll process on the first pay day that follows approval by the Human Resources Department, within thirty (30) calendar days after the completion of the regular season.

<u>SPORT</u>		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
<u>Football</u>				
Head Coach	(1)	7,319	7,429	7,559
Assistant	(3)	5,490	5,572	5,670
Freshman	(2)	5,490	5,572	5,670
 <u>Basketball</u>				
Head Coach	(2)	6,862	6,965	7,087
Assistant	(2)	5,033	5,108	5,197
Freshman	(2)	4,118	4,180	4,253
 <u>Baseball - Softball</u>				
Head Coach	(2)	5,947	6,036	6,142
Assistant	(2)	4,572	4,641	4,722
Freshman	(2)	3,660	3,715	3,780
 <u>Track (Outdoor)</u>				
Head Coach	(2)	5,490	5,572	5,670
Assistant	(2)	4,118	4,180	4,253
Freshman	(2)	3,203	3,251	3,308
 <u>Track (Indoor)</u>				
Head Coach	(1)	4,118	4,180	4,253
Assistant	(2)	2,745	2,786	2,835
 <u>Swimming</u>				
Head Coach	(2)	5,490	5,572	5,670
Assistant	(2)	4,118	4,180	4,253
 <u>Gymnastics</u>				
Head Coach	(1)	5,490	5,572	5,670
Assistant	(1)	4,118	4,180	4,253
 <u>Wrestling</u>				
Head Coach	(1)	5,490	5,572	5,670
Assistant	(1)	4,118	4,180	4,253
Freshman	(1)	3,203	3,251	3,308
 <u>Soccer</u>				
Head Coach	(2)	5,490	5,572	5,670
Assistant	(2)	4,118	4,180	4,253
Freshman	(2)	3,203	3,251	3,308

<u>SPORT</u>		2019-20	2020-21	2021-22
<u>Cross Country</u>				
Head Coach	(2)	4,118	4,180	4,253
Assistant	(1)	2,745	2,786	2,835
<u>Volleyball</u>				
Head Coach	(2)	4,118	4,180	4,253
Assistant	(2)	2,745	2,786	2,835
<u>Golf</u>				
Head Coach	(1)	4,118	4,180	4,253
Assistant	(1)	2,745	2,786	2,835
<u>Badminton</u>				
Head Coach	(1)	4,118	4,180	4,253
<u>Tennis</u>				
Head Coach	(2)	4,118	4,180	4,253
<u>Intramurals</u>				
Coaches	(8)	1,830	1,857	1,889
Coordinator*	(1)	1,830	1,857	1,889
<u>Cheerleading</u>				
Coaches	(2)	2,745	2,786	2,835
<u>Hockey</u>				
Head Coach	(1)	6,862	6,965	7,087
Assistant	(1)	5,033	5,108	5,197
<u>Middle School</u>				
Major Coaches	(9)	3,203	3,251	3,308
Minor Coaches	(12)	1,830	1,857	1,889
Cheerleading	(1)	2,289	2,323	2,364
6 <sup>th</sup> Grade Intramurals	(2)	1,830	1,857	1,889

\*Coordinator will not evaluate staff and must have some direct contact with students.

Athletic Trainer - \$18,727 in 2019-20, \$19,008 in 2020-21 and \$19,341 in 2021-22.  
 Payments are made in three installments, one for Fall sports, one for Winter and one for Spring.



The following provisions shall apply to coaching positions:

1. The Board and the Association agree that it is in the best interests of the district to maximize the opportunities for all interested individuals to apply for athletic coaching positions within the district, and to maximize the district's ability to select the most qualified applicant for all coaching positions.
2. Accordingly, the parties agree that all athletic coaching positions will be posted in a two-year cycle. All Winter and Spring coaching positions will be posted in one two-year cycle, and all Fall coaching positions will be posted in another two-year cycle in the following year. Intramural coaching positions will also be included with their respective seasons.
3. In the event of a vacancy in any coaching position occurring during a two-year cycle for any reason (including, but not limited to, resignation, retirement, non-renewal for the following season and/or termination), the Administration will retain the right to post the vacancy for the remainder of the two-year cycle.

Postings of athletic coaching vacancies will be prepared by Department of Human Resources and will be posted shortly after the conclusion of each coaching season. All qualified individuals wishing to apply for any coaching position (including current incumbents who wish to be considered for reappointment) must apply in accordance with the procedures established by the Department of Human Resources. For each coaching position, the Administration shall have the right to appoint the individual determined by the Administration to be most qualified for the position in question.

### SCHEDULE B-3

Schedule B-3 payments for advisor or extracurricular positions shall be made with the regular payroll process twice yearly: the last pay day in January and the last pay day in June. Persons holding position(s) on Schedule B-3 do not receive release periods.

<u>ACTIVITY</u>		2019-20	2020-21	2021-22
<u>High School</u>				
<u>Class Advisors</u>				
Freshman	(2)	668	678	690
Sophomore	(2)	1,001	1,016	1,034
Junior	(4)	1,336	1,356	1,380
Senior	(4)	2,005	2,035	2,071
 <u>Extra-Curricular</u>				
Yearbook		3,675	3,730	3,795
Newspaper Advisor		2,005	2,035	2,071
Select Choirs Director		2,005	2,035	2,071
District Choir Accompanist		1,001	1,016	1,034
EHHS Choir Accompanist		1,001	1,016	1,034
Drama Director & Advisor		5,947	6,036	6,142
Technical Director		2,745	2,786	2,835
Music/Vocal Director		2,745	2,786	2,835
Musical Choreographer		1,238	1,257	1,279
Musical Producer		1,531	1,554	1,581
Stage Manager		2,005	2,035	2,071
Jazz Band Director		2,005	2,035	2,071
Color Guard Director		1,660	1,685	1,714
Tri-M Advisor		1,336	1,356	1,380
Drill Team Advisor		1,336	1,356	1,380
School Publicity		1,336	1,356	1,380
Business Manager		1,336	1,356	1,380
Ass't Newspaper Advisor		1,336	1,356	1,380
Literary Magazine Advisor		1,001	1,016	1,034
Student Council		1,001	1,016	1,034
Co-Curricular and Other Activities		336	341	347
Lead Teacher/Site Coordinator - UCONN PDC Schools (paid by UCONN)		533	541	550
EHHS/EHMS iPad Coordinator (1 position responsible for both schools)		558	566	576
TEAM Module Readers		558	566	576

The parties acknowledge and agree that any and all compensation provided to each Lead Teacher/Site Coordinator shall be the sole responsibility of the University of Connecticut. The Board shall not be responsible for compensating any Lead Teacher/Site Coordinator.

The Board agrees to provide appropriate release time for the Lead Teacher/Site Coordinator, as required, to conduct observations of pre-service teachers and attend educational consortium meetings as offered by the Neag School of Education at the University of Connecticut.

<u>ACTIVITY</u>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
<b><u>Middle School and Sunset Ridge</u></b>			
Stage Manager (EHMS only)	2,005	2,035	2,071
Talent Show Advisor (EHMS only)	1,001	1,016	1,034
Jazz Band Director	1,336	1,356	1,380
Select Choir Director	1,001	1,016	1,034
Choir Accompanist	668	678	690
Class Advisors (4)	1,336	1,356	1,380
Newspaper	1,336	1,356	1,380
Yearbook Advisor	1,336	1,356	1,380
Student Council	1,001	1,016	1,034
Ski Club	668	678	690
<b><u>Inter-Elementary</u></b>			
Co-Band Director (2)	1,002	1,017	1,035
Co-Orchestra Director (2)	1,002	1,017	1,035
Co-Choir Director (2)	1,002	1,017	1,035
<b><u>Elementary</u></b>			
Extracurricular Activities per school (6) (includes choral, art & physical education)	668	678	690
Coordinator of Science & Embedded Task Materials	579	588	598
Instrumental Music (A stipend shall be received for each school the teacher is assigned)	668	678	690
Grade level data team leader (data teams of 3 or more teachers)	545	553	563
Grade level data team leader (data teams of 2 or fewer teachers)	272	276	281
<b><u>CIBA</u></b>			
Yearbook Club	1,117	1,134	1,154
Peer Tutoring	1,001	1,016	1,034
Interact Club	1,001	1,016	1,034
Student Advisory Board	1,001	1,016	1,034
Chinese Club	336	341	347
Model UN	336	341	347
Mock Trial	336	341	347
Dance Club	336	341	347
GSA	336	341	347
Art Club	336	341	347
Chess Club	336	341	347
Animal Rights Club	336	341	347
Choir	336	341	347

**MEMORANDUM OF UNDERSTANDING**

1. **RE: Time between Elementary Art, P.E., Music, etc. Classes**

The Board and the Association agree to have the elementary school/duties committee explore changes in the elementary school schedule to allow for up to a five (5) minute interim between Art, P.E., Music, etc. classes. The parties are aware that such a schedule is currently in place at the Pitkin Elementary School and that it could be used as a model for the other elementary schools.

EAST HARTFORD  
BOARD OF EDUCATION

EAST HARTFORD  
EDUCATION ASSOCIATION

By: Robert S. Fresher

By: Robert Corso

Date: December 12, 1991

Date: December 12, 1991

**APPENDIX C**

**HIGH DEDUCTIBLE HEALTH PLAN  
HEALTH SAVINGS ACCOUNT**

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

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

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

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

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

**Dependent Maximum age is 26 years.**

**Notes to Benefit Descriptions**

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


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

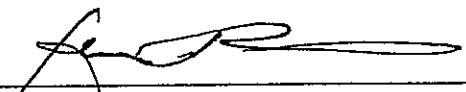




**III. Arbitrators' Signature Page and Oaths**

*In the Matter of East Hartford Board of Education*  
*-and-*  
*East Hartford Education Association*  
Section 10-153f of the Connecticut General Statutes  
Interest Arbitration Award

  
\_\_\_\_\_  
Leslie A. Williamson, Jr., Esq.  
Representing the Interests of the Public in General

  
\_\_\_\_\_  
John M. Romanow, Esq.  
Representing the Interests of the East Hartford Board of Education

  
\_\_\_\_\_  
Gail McKinley-Anderson  
Representing the Interests of the East Hartford Education Association



In the Matter of Binding Arbitration :  
 :  
 Between :  
 :  
 EAST HARTFORD Board of Education :  
 :  
 -and- :  
 :  
 EAST HARTFORD EDUCATION ASSOCIATION :

Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

**OATH FOR  
CHAIRPERSON OF ARBITRATION PANEL OR SINGLE ARBITRATOR**

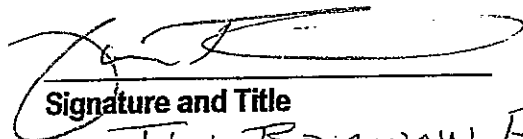
STATE OF CONNECTICUT :  
 :  
 COUNTY OF HARTFORD :

ss: EAST HARTFORD

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

  
\_\_\_\_\_  
Chairperson, Arbitration Panel or Single Arbitrator

Subscribed and sworn to before me this 9<sup>TH</sup> day of SEPTEMBER, 2018.

  
\_\_\_\_\_  
**Signature and Title**  
John ROMANOW, Esq  
Com of Superior Court



In the Matter of Binding Arbitration :

Between :

East Hartford Board of Education :

-and- :

East Hartford Educ. Assn. :

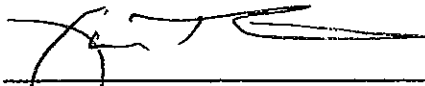
Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

**OATH FOR**  
**ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND**  
**REGIONAL BOARDS OF EDUCATION**


STATE OF CONNECTICUT :  
COUNTY OF Hartford :

ss: East Hartford ,

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed:   
\_\_\_\_\_  
Arbitrator representing the interests of the local and regional boards of education

Subscribed and sworn to before me this 9<sup>TH</sup> day of SEPTEMBER, 2018.

  
Signature and Title  
LESLIE A. WILLIAMS, JR.  
Commissioner of Superior Court



In the Matter of Binding Arbitration :

Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

Between \_\_\_\_\_ :

E. Hartford Board of Education :

-and- :

East Hartford Educ. Assoc. :

**OATH FOR**  
**ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING**  
**REPRESENTATIVES OF CERTIFIED EMPLOYEES**

STATE OF CONNECTICUT :

COUNTY OF Hartford :

ss: E. Hartford

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: [Signature]  
Arbitrator representing the interests  
of exclusive bargaining representatives  
of certified employees


Subscribed and sworn to before me this 9<sup>th</sup> day of SEPTEMBER, 2018.

[Signature]  
Signature and Title  
CESLIE A. WILLIAMS, JR.  
Commissioner of Superior Court





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

Date: November 2, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: DISPOSAL OF EQUIPMENT Communication

---

In accordance with the Section 10-3(c) of the Code of Ordinances I forward the following communication regarding the disposition of a 1986 Caterpillar loader which has been rendered unsuitable for town use by the Finance Director, Michael Walsh and the loader has been taken out of use immediately for safety reasons.

Attached hereto is a copy of the H.O. Penn report that supports this action. The loader has a potential salvage value and will be disposed of by "other means" as to trade the salvage value for 3-4 months rental of a new loaders for use during the winter months for the purpose of snow plowing, snow removal and sand loading.

Please place this item on the Town Council agenda as a communication.

Thank you.

C: M. Walsh, Director Finance

**From:** Walsh, Mike  
**Sent:** Friday, October 26, 2018 2:18 PM  
**To:** Chapman, Keith <KChapman@easthartfordct.gov>  
**Cc:** Leclerc, Marcia <MLEclerc@easthartfordct.gov>  
**Subject:** RE: Loader Process

Keith –

I have carefully reviewed the attached H.O. Penn report on the loader. While nothing in the report is positive, the items that caught my immediate attention were things like a frozen brake pedal, rusted brake lines, and loose steering pins and yokes. Besides being a clear and present danger to our employees, the loader in its current condition is a clear and present danger to the public if used at all.

In light of this information, please following the steps I've articulated below once the Mayor weighs in and approves its sale at salvage value so that we may use that salvage value to replace the loader using a new rental from the equipment vendor. 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](mailto:MWalsh@easthartfordct.gov)

### **Sec. 10-3. Disposition of Town-Owned Property Other Than Real Estate.**

(a) No Town-owned property other than real estate shall be sold or otherwise disposed of by any Town department without approval of the Council except as provided in this section and except if such property is the subject of a trade-in agreement as part of the purchase of replacement or similar property.

(b) Any offer to purchase Town-owned property other than real estate shall be made in writing to the Director of Public Works, who shall thereupon give notice in writing to all Town Directors that the offer has been received and inquire whether or not any department has use or potential use for the property. Any Director, who wishes to use such property, shall notify the Director of Public Works in writing of such interest within fourteen days of receipt of the notice from the Director of Public Works. The Director of Public Works shall report the offer to purchase such property to the Council and shall certify as to whether or not any Town Director is interested in the property. The offer to purchase the property may be referred to the Committee for Disposition of Town-Owned Property Other Than Real Estate for its recommendation.

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

(d) Notwithstanding the provisions of subsection (a) of this section, the Chief of Police is authorized to dispose of found property in accordance with the provisions of Sections 50-10 through 50-14, inclusive, of the Connecticut General Statutes, which the town adopts by reference. The town may also dispose of property as authorized by State Statutes, including but not limited to the provisions of Section 47a-42 of the Connecticut General Statutes.



Trade or Sell  
Created on 10/16/2018  
Worth - 1800 - 10000  
Retail - 4500

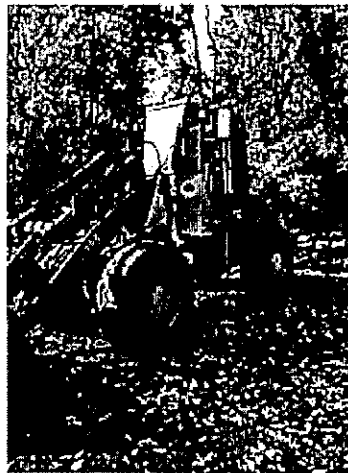
### Integrated Tool Carrier TA1

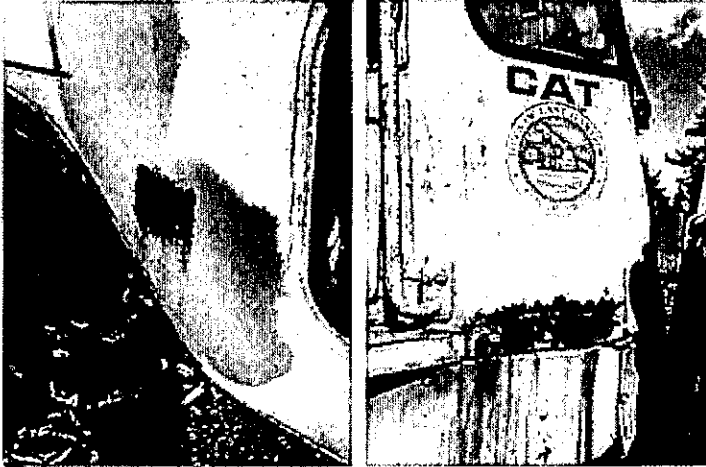
Inspection Number:	1245892	Make:	CATERPILLAR
Equipment Family:	INTEGRATED TOOLCARRIER	Model:	IT28
Inspector:	Edward Baklik	Serial Number:	2KC01132
Completed On:	10/16/2018 1:16:41 PM	SMU:	20783 Hours
Customer No:	15949	Customer Name:	Town of East Hartford
Customer Phone:	8602098195	Customer Email:	BCanevari@easthartfordct.gov
Location:	East Hartford @ Customer's yard	Coordinates:	0, 0, 0

*CB*  
Other- PSSR

### General Info/Comments

Comment - 1 : 1986 year machine, overall condition is poor, frame rotted, very rusty, rot on cab and misc. panels, leaks present, misc. loose pins and bores, operational complaint of lack of power

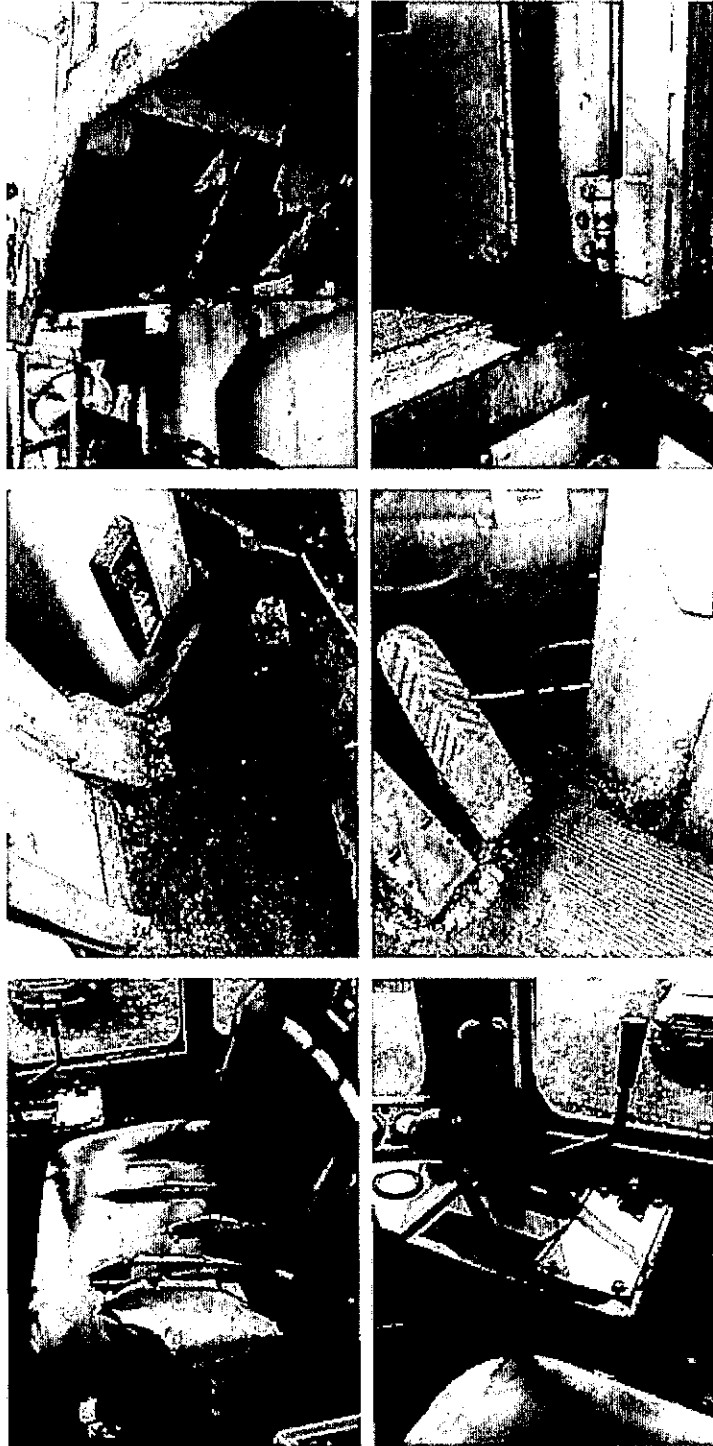




1.1 Check with customer for operator complaints

Response : Action

→ Lower power complaint ( our repair history doesn't show any major engine overhaul done, shows transmission rebuild in 2011. @ 19294 machine hours, at that time had head gasket done, fuel injection pump rebuild in 2000 @ about 12,000 machine hours ) rust and rot issues, can in poor shape





1.7 Listen for unusual noises

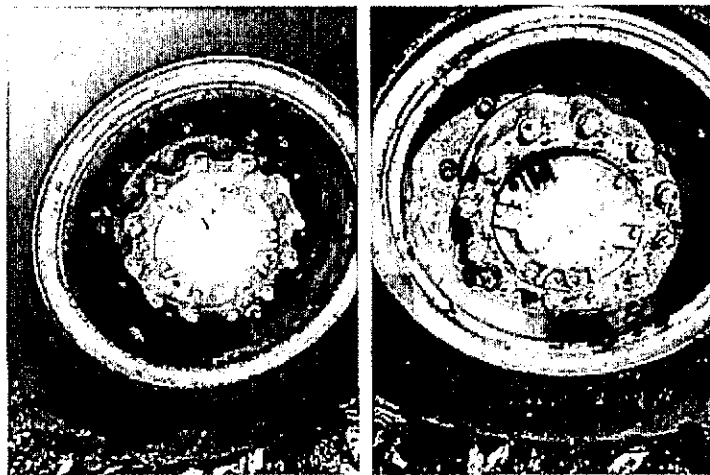
Response : Action

→ Clunking can be heard from loose steering and implement pins, etc.

2.2 Rear Final Drives, Brakes and Wheel Spindles

Response : Action

→ Final drive planetary covers leaking on right side, brake lines in center pin area rotted and leaking, guards over brake lines on axles missing, brake rotors rusty, leak inside of front right wheel, brake bleeders very rusty,



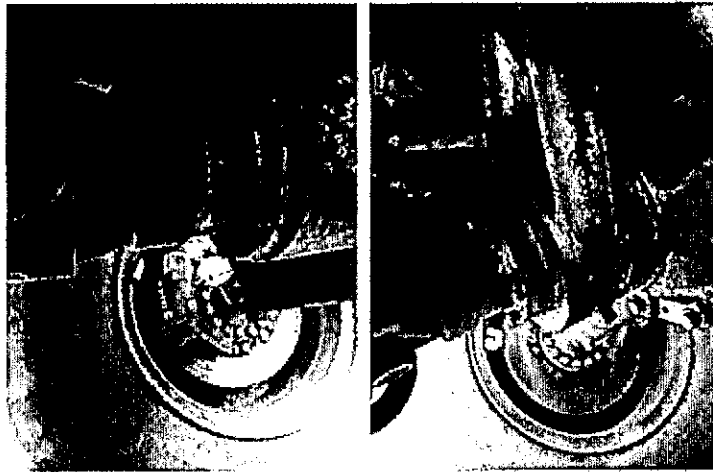




### 2.3 Front & Rear Differentials

Response : Action

→ Probable oil leaks at input yoke seals

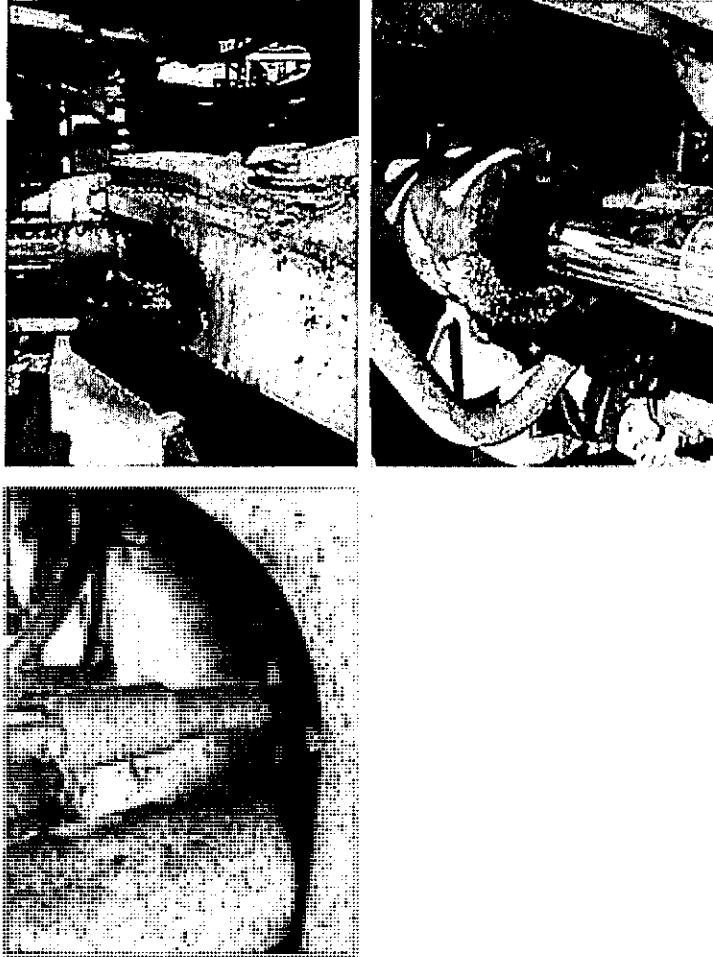


### 2.5 Steering Cylinder

Response : Action

→ Pins and bores worn, both cylinders leaking with scoring on chrome rods, hoses may need replacing





2.10 Main machine frame  
Response : Action

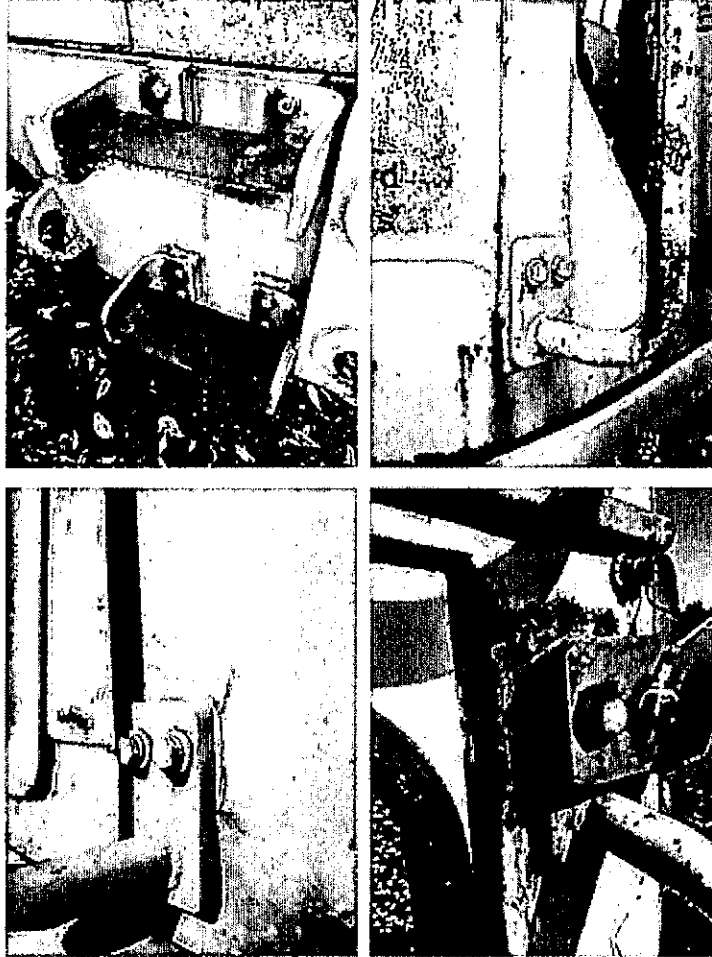
→ Hole rotted through in right side of rear frame, holes rotted through on front frame plates in lower center pin area, lots of rust on in rear hitch area and rear bottom pan of rear frame and fuel tank area, probable fuel tank leak ( appears to have been repaired before ) very rusty on the bottom, also the frame of the radiator guard / support is rotted



3.1 Steps & Handrails

Response : Action

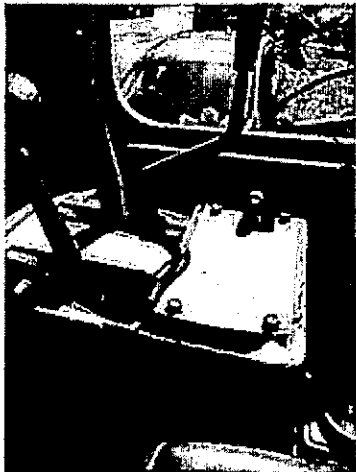
→ Treads are rotted off off tops of left rear steps, the cab has been repaired where the handrail mounts on left side of cab, damage present on right side of cab in area of handrail mounting



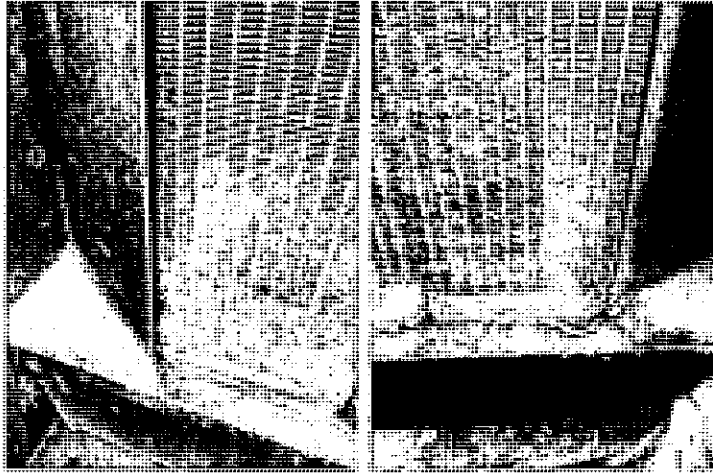
- 3.4 Steering control valve, steering neutralizer valve, brake valve, and HMU  
Response : Action  
→ Left brake pedal frozen, therefore neutralizer not working



- 3.5 Implement control valve  
Response : Action  
→ Function appears ok, but lots of rust present in control valve and lines areas, also panel broken around implement control lever area in cab

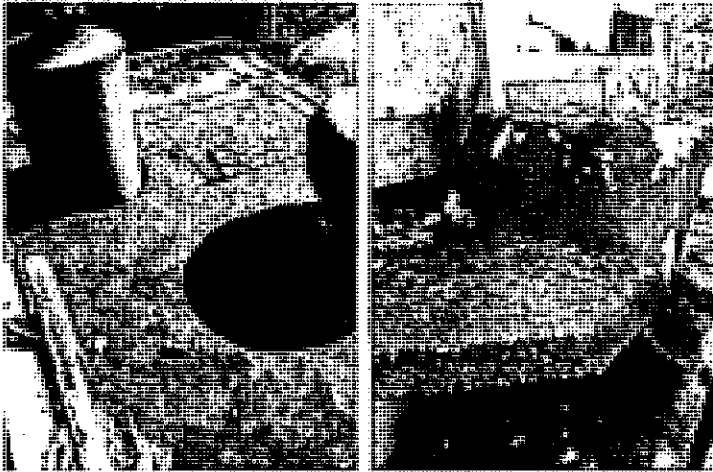


- 3.6 Radiator, Aftercooler, Oil Cooler & Condenser  
Response : Action  
→ Radiator rusted and sign of probable leaking



- 3.7 Radiator, Air Inlet, Oil Cooler & Aftercooler Lines  
Response : Action  
→ Lines appear ok, hoses need replacing

- 3.8 Hood and Platform  
Response : Action  
→ Hood very rusted, both side cab platforms rusted and rotted



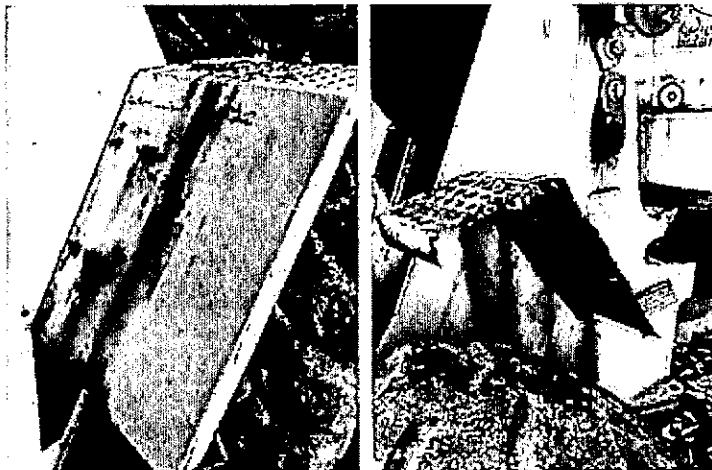


3.10

Fenders

Response : Action

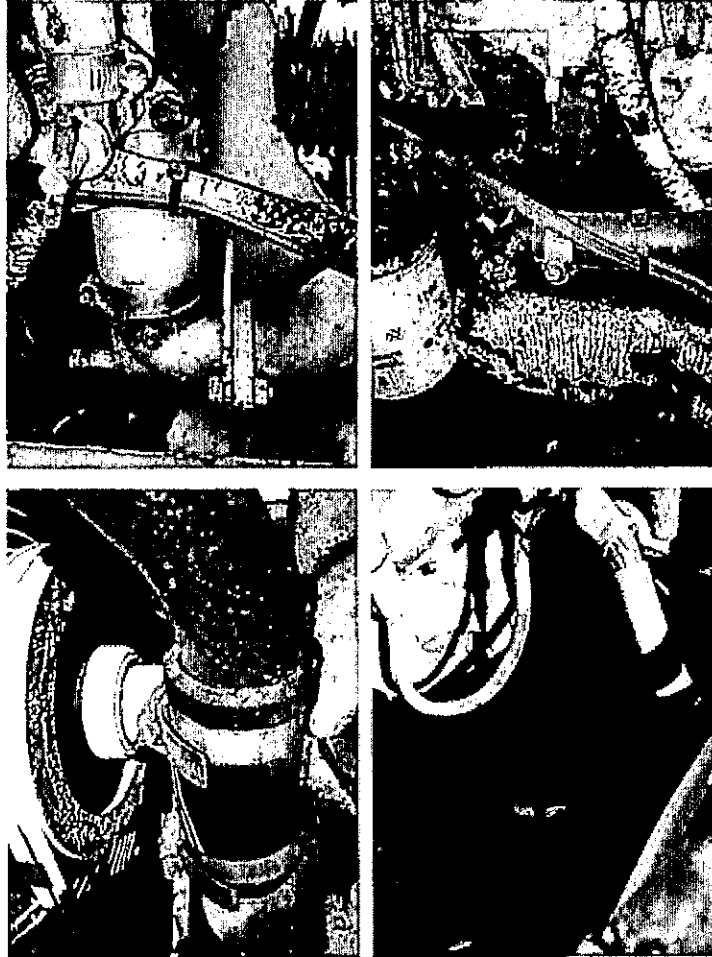
→ Front fenders rotted, left front has half of it rotted off missing



3.11 Lower Radiator & Oil Cooler Hoses

Response : Action

→ All coolant and cooler hoses need replacing





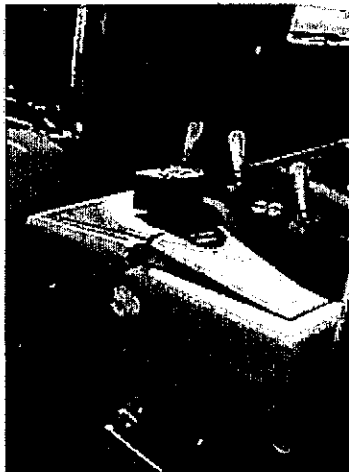
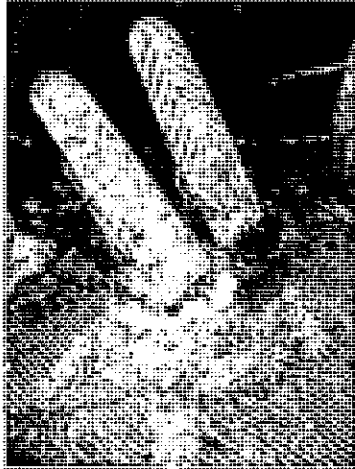
- 3.12 Engine Oil Pan  
Response : Action  
→ Probable leak

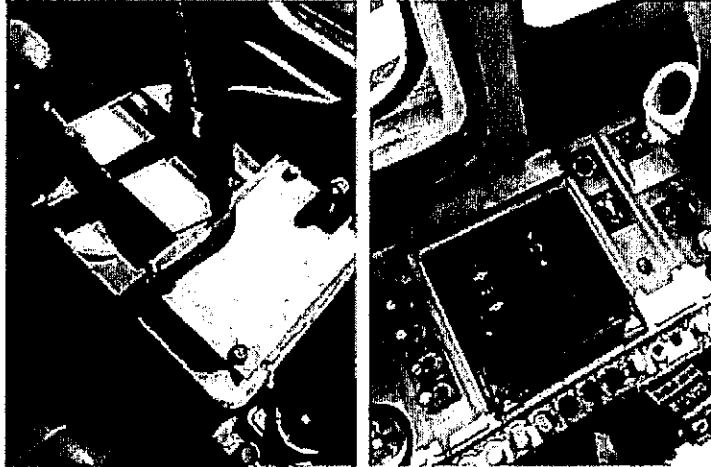


- 4.1 Cab Exterior  
Response : Action  
→ Cab in very poor shape, rotted through in areas, damage on right side where handrail mounts



- 4.2 Cab Interior  
Response : Action  
→ Very poor condition, very rusted and rotted through, pedals rusted and corroded, panels broken, floor mat in poor shape, seat torn and poor shape to entire seat and seat belts, head liner torn and falling down, monitor warning panel doesn't appear to be working properly ( doesn't come on with test switch, horn not working ( foot control switch frozen )





#### 4.3 Pre-cleaner and Air Cleaner

Response : Action

→ Pre-cleaner cover has hole rusted through in it and the bowl is very fogged, air cleaner is in good shape ( has been partially replaced )



- 4.4 Upper and Lower Radiator Lines, Air Inlet Lines and Aftercooler Lines  
Response : Action  
→ All hoses radiator hoses need replacing



- 4.5 Radiator Cap  
Response : Action  
→ Needs replacement



4.7 Fuel Lines, Fuel Pump and Fuel Filter Base

Response : Action

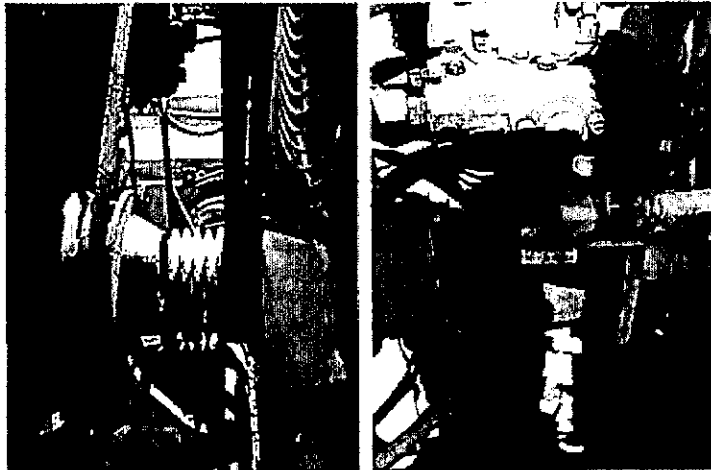
→ Hoses need replacement, probable leaks at injection pump / governor



4.11 Pulleys, Belts, Compressor Clutch and Alternator

Response : Action

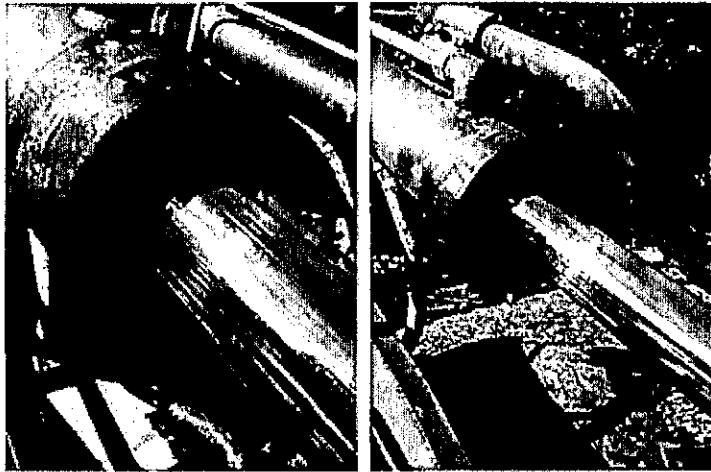
→ water pump belt is not the right size for pulley groove, alternator belts need tightening



5.4 Tilt Cylinders

Response : Action

→ Both leaking with scoring on chrome rods



5.7 Quick coupler cylinder

Response : Action

→ Bottom cover damaged



2.4 Main, front, center, rear & hitch drive shafts

Response : Monitor

→ All appear normal, just aged, universal joints ever changed ??



2.7 Torque converter, transmission and transfer gear

Response : Monitor

→ Oil leaks visible on bell housing area which may be from hydraulic pump from above



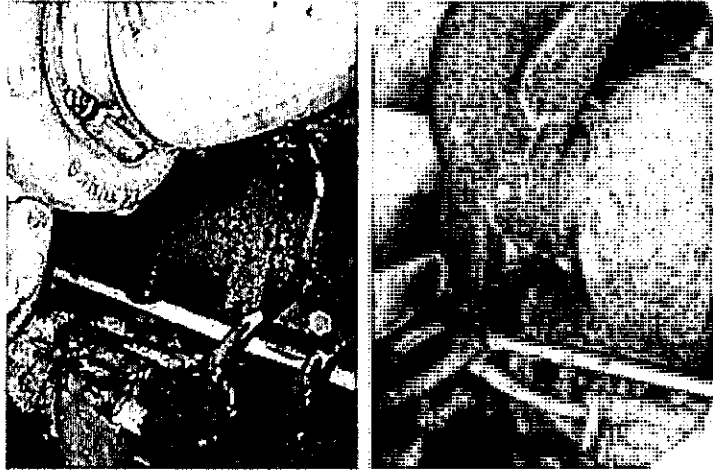
2.8 Hydraulic Pump Compartment

Response : Monitor

→ Not visible, oil leak in area which may be pump

3.3 Cab Mounts  
Response : Monitor  
→ Appear ok but cab is very rotted

4.8 Exhaust Manifold  
Response : Monitor  
→ Appears ok



4.9 Turbocharger  
Response : Monitor  
→ Appears ok





4.13 Engine wiring harness

Response : Monitor

→ Sender wiring has been patched to accommodate new parts, not OEM wire ends ( right rear of cylinder head )



5.1 Loader Lift Arms and Links

Response : Monitor

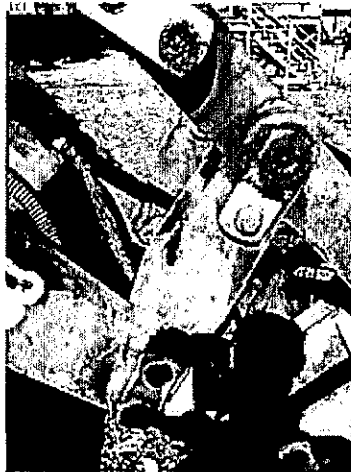
→ Appear ok



- 5.3 Lift arm attachment to frame  
Response : Monitor  
→ Some wear in pins and bearings



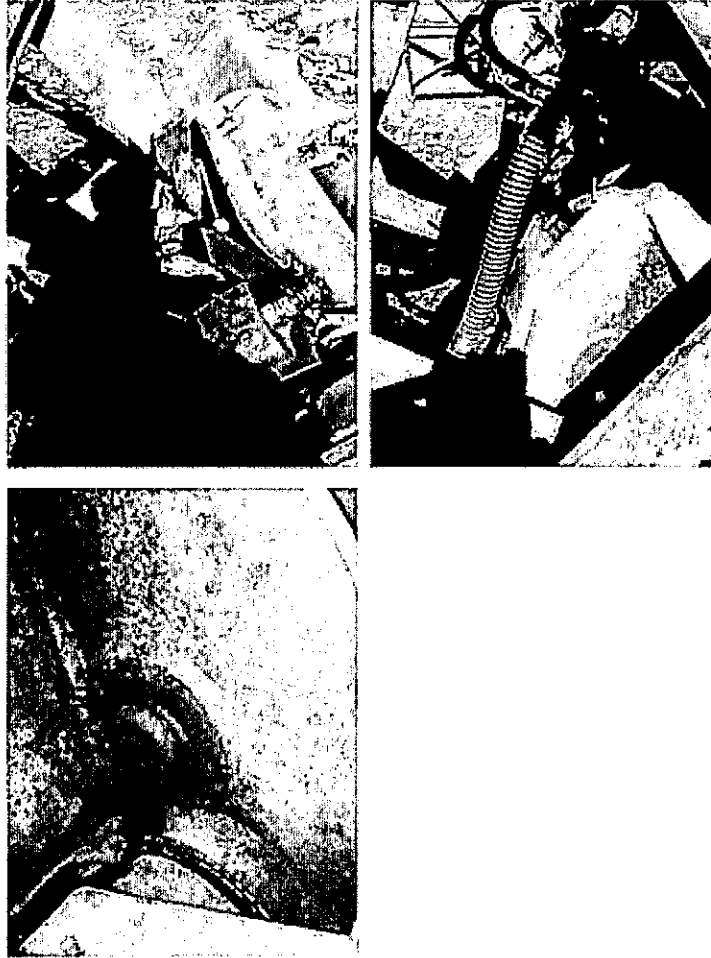
- 5.5 Tilt lever attachment to lift arm  
Response : Monitor  
→ Some wear in pins and bearings



5.6 Inspect Quick Coupler Frame, Mounting Pins & Retainers

Response : Monitor

→ Functions ok, wear in pins and bores of coupler



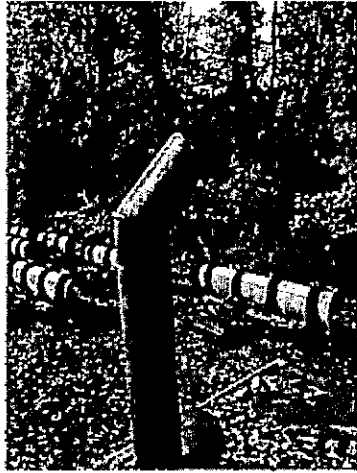
1.2 Perform machine inspection preparation

Response : Normal

*No Comment Provided*

1.6 Observe engine exhaust colors  
Response : Normal

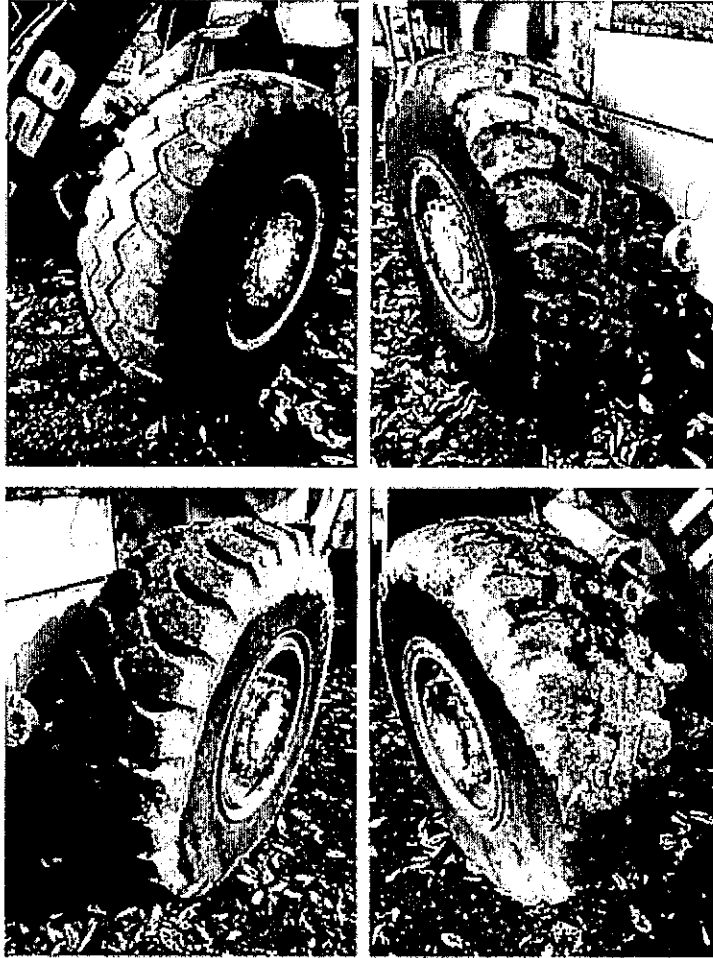
*No Comment Provided*



2.1 Tires and Rims

Response : Normal

→ Goodyear Unisteels 17.5R25 GP-2B, fair to good shape, left front worn the most



2.6 Center support bearing

Response : Normal

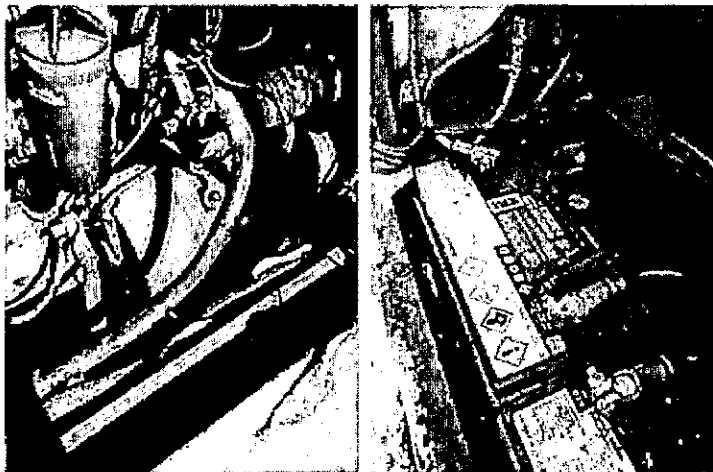
→ Appear ok

- 2.9 Upper and lower hitch pins/bores  
Response : Normal  
→ Appear ok



- 3.2 Work Lights  
Response : Normal  
→ All appear to be working ok, some none Cat have been installed

- 3.9 Battery & Cables  
Response : Normal  
→ Appear ok



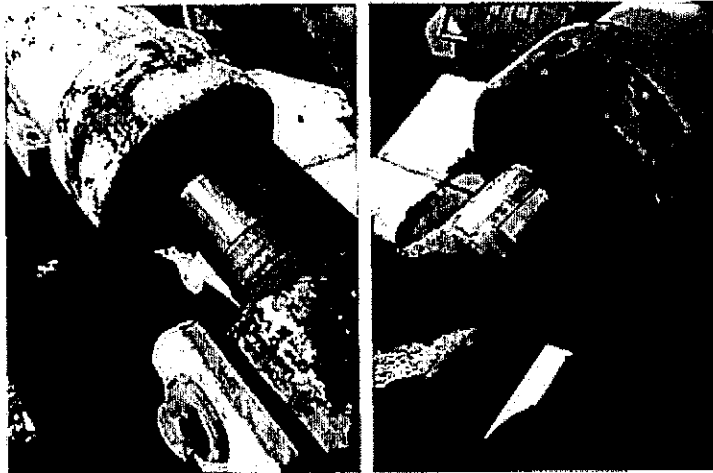
- 4.10 Cylinder Head and Valve Cover  
Response : Normal  
→ Appear ok



- 4.12 Cooling Fan, Fan Guard and Shroud  
Response : Normal  
→ All appear ok

- 4.14 Mounts, Isolators, Supports & Rails  
Response : Normal  
*No Comment Provided*

- 5.2 Lift Cylinders  
Response : Normal  
→ Appear ok





1.3 Download Product Status Report (ET Download)

Response : N/A

*No Comment Provided*

1.4 Is the machine software including Product Link & VIMS Config files current with what is published in SIS?

Response : N/A

*No Comment Provided*

1.5 Check Product Link

Response : N/A

*No Comment Provided*

1.8 Lockout / Tagout Machine

Response : N/A

*No Comment Provided*

4.6 JW Water Pump

Response : N/A

*No Comment Provided*

6.1 Ambient Temperature in Engine Room

Response : N/A

*No Comment Provided*

6.1.1 (90° to 115°F or 0° to -20°F) - ACTION: Above 46°C or Below -29°C (Above 115° or Below -20°F)

→

6.2 Altitude

Response : N/A

*No Comment Provided*

6.3 Haul Road Grade

Response : N/A

*No Comment Provided*

6.4 Haul Road Condition

Response : N/A

*No Comment Provided*

6.5 Humidity

Response : N/A

*No Comment Provided*



6.6 Air Quality  
Response : N/A  
*No Comment Provided*

6.7 Underfoot Condition  
Response : N/A  
*No Comment Provided*

6.8 Machine Utilization  
Response : N/A  
*No Comment Provided*

6.9 Equipment Role  
Response :.  
*No Comment Provided*

6.10 Working Material  
Response : N/A  
*No Comment Provided*

6.11 Maintenance Practices  
Response : N/A  
*No Comment Provided*



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 2, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *ML*  
RE: REFERRAL: Tax Policy Committee

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I recommend that the Town Council Tax Policy Committee consider a tax abatement request from Bigson, LLC (Freightliner) for the property of 178-182 Roberts Street. Bigson, LLC will be moving their operations currently located at 40 Airport Road in Hartford to their new location. The current building has been demolished and a new building will be constructed. The new building is estimated at a cost of \$3,300,000 and will result in an additional 36 jobs to the Town of East Hartford.

This building will compliment and expand their existing properties within the Robert Street corridor.

Please place on the agenda this item under a referral to the Tax Policy Committee for the November 7, 2018 Town Council meeting.

Thank you.

C: Eileen Buckheit, Development Director

MARCIA LECLERC  
MAYOR

# TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7300

FAX (860) 291-7298

www.easthartfordct.com

DEVELOPMENT  
DEPARTMENT

## MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Eileen Buckheit *ECB*

SUBJECT: Tax Abatement – 178-182 Roberts Street

DATE: October 31, 2018

---

I am respectfully requesting an item to be placed on the November 7<sup>th</sup> Town Council agenda under a referral to the Tax Policy Committee.

The purpose of the item is to consider a tax abatement request from Bigson, LLC (Freightliner) for the above referenced property. Under the Connecticut General Statutes section 12-65b, the Town may enter into a written agreement with a property owner for such purposes. I have attached it for reference.

Bigson LLC will be moving their operations currently located at 40 Airport Road in Hartford to their new location. The current building at this location has been demolished and a new building will be constructed. Estimated costs for the new building will be \$3,300,000 and will result in the addition of 36 jobs to the Town of East Hartford.

Freightliner is an existing business located on Roberts Street. The subject parcel was purchased and demolished for the construction of a new building. The site plan for the new building was approved by the Planning and Zoning Commission at their June 13, 2018 meeting. The plans include the construction of a 29,346 s.f. building containing a 2,070 s.f. mezzanine for manufacturing and retrofitting of new trucks. Also included is regrading and repaving of the lot, and new landscaping. I have attached the site plan and a rendering of the new building.

The base assessment and taxes is the value of the former building, and the new assessment value is based on the newly constructed building. The deferral is only for the increase in the taxes and the percentage of the deferral will decrease in years 1 through 5 until full taxes are paid in year 6.

I will provide additional figures and construction costs to the Committee.

Please let me know if you have any questions or concerns.

§ 12-65b. Agreements between municipality and owner or lessee of real property or air space fixing the assessment of such property or air space.

## **Connecticut Statutes**

### **Title 12. TAXATION**

#### **Chapter 203. PROPERTY TAX ASSESSMENT**

*Current through the 2018 Regular Session*

#### **§ 12-65b. Agreements between municipality and owner or lessee of real property or air space fixing the assessment of such property or air space**

- (a) Any municipality may, by affirmative vote of its legislative body, enter into a written agreement, for a period of not more than ten years, with any party owning or proposing to acquire an interest in real property in such municipality, or with any party owning or proposing to acquire an interest in air space in such municipality, or with any party who is the lessee of, or who proposes to be the lessee of, air space in such municipality in such a manner that the air space leased or proposed to be leased shall be assessed to the lessee pursuant to section 12-64, fixing the assessment of the real property or air space which is the subject of the agreement, and all improvements thereon or therein and to be constructed thereon or therein, subject to the provisions of subsection (b) of this section. For purposes of this section, "improvements to be constructed" includes the rehabilitation of existing structures for retail business use.
- (b) The provisions of subsection (a) of this section shall only apply if the improvements are for at least one of the following:
- (1) Office use;
  - (2) retail use;
  - (3) permanent residential use in connection with a residential property consisting of four or more dwelling units;
  - (4) transient residential use in connection with a residential property consisting of four or more dwelling units;
  - (5) manufacturing use;
  - (6) warehouse, storage or distribution use;
  - (7) structured multilevel parking use necessary in connection with a mass transit system;

- (8) information technology;
- (9) recreation facilities;
- (10) transportation facilities;
- (11) mixed-use development, as defined in section 8-13m ; or
- (12) use by or on behalf of a health system, as defined in section 19a-508c.

**Cite as Conn. Gen. Stat. § 12-65b**

**Source:**

1971, P.A. 471, S. 1, 2; P.A. 73-477; P.A. 75-575, S. 1, 2; P.A. 77-138, S. 1, 3; 77-586, S. 2, 3; P.A. 79-78, S. 1, 2; P.A. 82-414, S. 1, 2; P.A. 85-573, S. 1, 18; P.A. 90-219, S. 13; May Sp. Sess. P.A. 92-0015, S. 4, 20; P.A. 94-0157, S. 3, 4; P.A. 97-0235, S. 1, 4; P.A. 98-0207; P.A. 01-0125, S. 1; P.A. 03-0019, S. 25; P.A. 13-0246, S. 1; P.A. 14-0174, S. 5; June Sp. Sess. P.A. 15-0005, S. 240; May Sp. Sess. P.A. 16-0003, S. 32.

**History.** Amended by P.A. 16-0003, S. 32 of the Connecticut Acts of the 2016 Special Session, eff. 10/1/2016.

Amended by P.A. 15-0005, S. 240 of the Connecticut Acts of the 2015 Special Session, eff. 7/1/2015.

Amended by P.A. 14-0174, S. 5 of the Connecticut Acts of the 2014 Regular Session, eff. 10/1/2014.

**Note:** P.A. 73-477 added words "an interest in" with reference to acquisition of real property and air space in Subsec. (a); P.A. 75-575 amended Subsec. (a) to include municipalities with population densities of 4,500 persons or more per square mile and those contracting with U.S. for grants of more than \$10,000,000 for redevelopment and urban renewal and amended Subsec. (b) to include improvements for manufacturing use and to change cost minimum from \$10,000,000 to \$5,000,000; P.A. 77-138 made provisions applicable to any municipality, deleting all restrictions based on population, population density or amount of federal grant and included in Subsec. (b) improvements for warehouse storage or distribution use; P.A. 77-586 reinstated restriction on applicability of provisions, limiting provisions to municipalities with population of at least 35,000; P.A. 79-78 deleted restriction imposed by P.A. 77-586 and changed cost minimum in Subsec. (b) from \$5,000,000 to \$3,000,000; P.A. 82-414 amended requirements in Subsec. (b) applicable to fixed assessment agreements to permit agreements if at least one, rather than two or more as was previously the case, of the types of improvements is satisfied; and increased list by adding multilevel parking facilities as an improvement, the proposed construction of which would allow such an agreement; P.A. 85-573 provided for agreements for not more than two years on improvements of not less than \$500,000, effective July 10, 1985, and applicable in any municipality to the assessment year commencing October 1, 1985, and thereafter; P.A. 90-219 amended Subsec. (b) to require that improvements for structured multilevel parking use be necessary in connection with a mass transit system; May Sp. Sess. P.A. 92-0015 added Subsec. (a)(3) re improvements of not less than \$100,000, effective July 1, 1992, and applicable to assessment years of municipalities commencing on or after October 1, 1992; P.A. 94-0157 added Subsec. (a)(4) to (7), inclusive, effective October 1, 1994, and applicable to assessment years commencing on or after that date; P.A. 97-0235 added Subsec. (b)(viii) re improvements for information technology, effective June 24, 1997; P.A. 98-0207 reorganized and relettered Subsec. (b) and added new Subdivs. (9) and (10) re recreation facilities and transportation facilities; P.A. 01-0125 amended Subsec. (a) to reduce

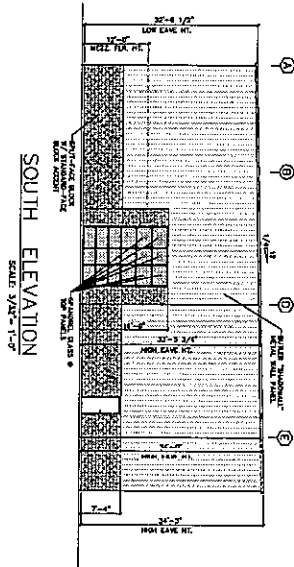
the threshold to qualify for abatement from \$100,000 to \$25,000 and change the amount of the abatement from 50% to not more than 50% in Subdiv. (3) and to delete Subdivs. (4) to (7), inclusive; P.A. 03-0019 made technical changes in Subsec. (b), effective May 12, 2003; P.A. 13-0246 amended Subsec. (a) by changing improvement cost threshold for assessment for period of not more than 3 years from not less than \$25,000 to not less than \$10,000 and amended Subsec. (b) by adding Subdiv. (11) re mixed-use development; P.A. 14-0174 amended Subsec. (a) by adding Subdiv. (4) re fixing the assessment for improvements on land used or to be used for retail business; June Sp. Sess. P.A. 15-0005 added Subsec. (b)(12) re use by or on behalf of a health system, effective June 30, 2015; May Sp. Sess. P.A. 16-0003 amended Subsec. (a) to add provision limiting written agreement to a period of not more than 10 years and delete former Subdivs. (1) to (4) re options for duration of assessment and amended Subsec. (b)(3) and (4) to add provision re improvements to be for residential property consisting of 4 or more dwelling units, effective October 1, 2016, and applicable to assessment years commencing on or after October 1, 2016.

**Case Notes:**

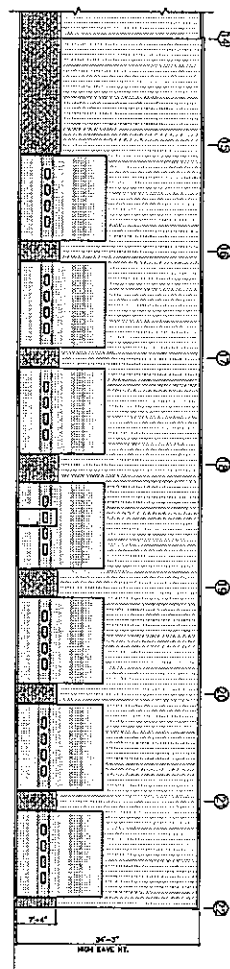
Cited. 228 C. 79; 235 C. 637.

Cited. 17 CA 166.

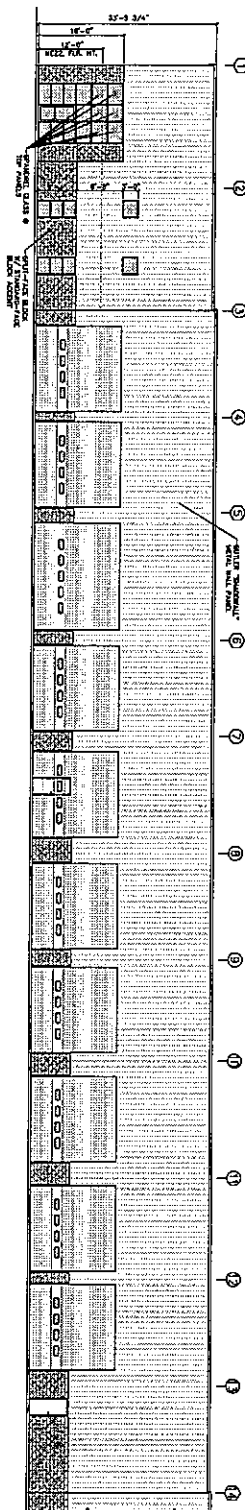




**SOUTH ELEVATION**  
SCALE 3/4" = 1'-0"



**EAST ELEVATION**  
SCALE 3/4" = 1'-0"



**EAST ELEVATION**  
SCALE 3/4" = 1'-0"

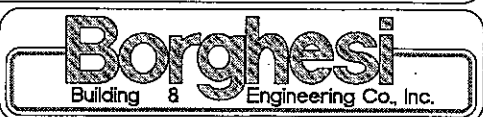
ARCHITECT: BORGHESI BUILDING & ENGINEERING CO., INC.  
 2153 EAST MAIN STREET, TOMMORROW, CT 06470  
 TEL: 860-745-7415 / FAX: 860-745-7416  
 WWW.BORGHESIENGINEERING.COM

**PROJECT**  
**FREIGHTLINER**  
 #78-182 ROBERTS STREET, EAST HARTFORD, CT  
**DRAWN BY** J.B.M. **APPROVED BY** J.H.P.  
**DATE** 04/12/16 **SCALE** AS NOTED  
 2153 EAST MAIN STREET TOMMORROW, CT 06470  
 860-745-7415 / FAX 860-745-7416 WWW.BORGHESIENGINEERING.COM

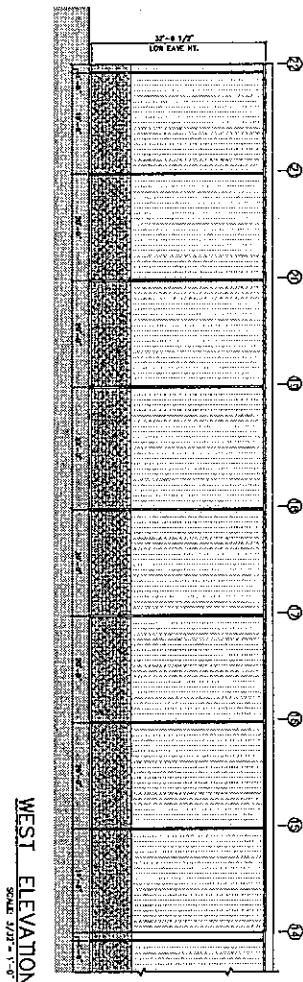
**SHEET NO.**  
**A2**

**REVISIONS**  
 1.

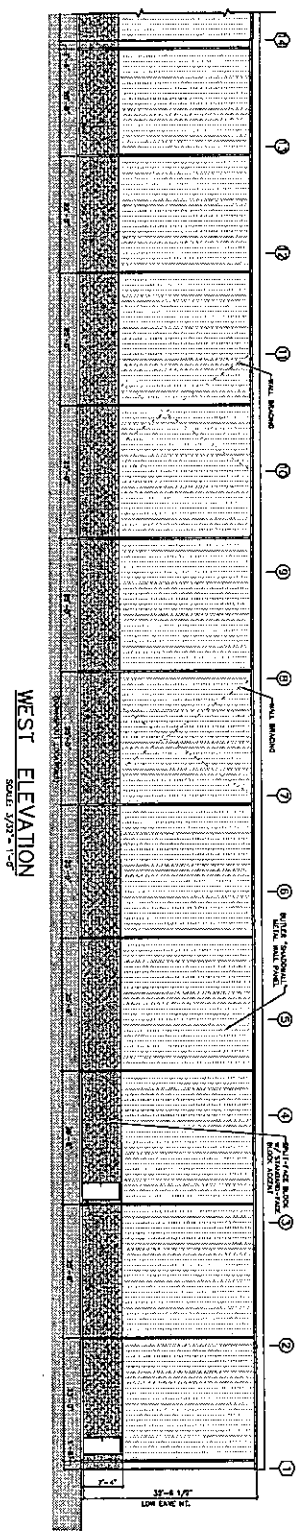
**SCALE**  
 AS NOTED



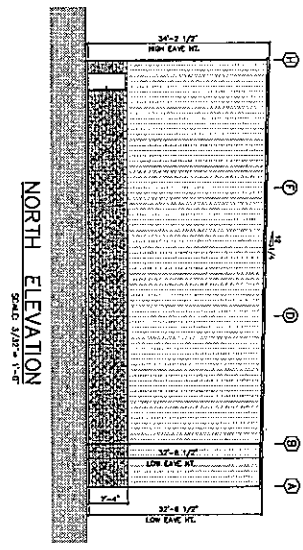




WEST ELEVATION  
SCALE: 1/8" = 1'-0"



WEST ELEVATION  
SCALE: 1/8" = 1'-0"



NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

© Borghesi Building & Engineering Co., Inc.  
178-182 Roberts Street, East Hartford, CT  
860-465-7415 / 465-8162  
www.borghesi-engineering.com

A2A	PROJECT	FREIGHTLINER	
	ADDRESS	178-182 ROBERTS STREET, EAST HARTFORD, CT	
	DRAWN BY	J.B.M.	APPROVED BY
	DATE	03/15/18	SCALE

REVISIONS	SEAL

**Borghesi**  
Building & Engineering Co., Inc.

MARCIA A. LECLERC  
MAYOR

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

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

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

October 29, 2018

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

**Re: Outdoor Amusement Permit Application -  
"Holiday Fest - 2018"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **the East Hartford Beautification Commission by Patricia Ann Sirois, its Event Chairperson**. The applicant seeks to conduct a winter holiday festival as follows:

- Tree-lighting ceremony with music and a Carol sing with Santa to be held on the lawn of the **Town Green** on **Friday, December 7, 2018**, between the hours of **6:30 and 7:30 PM**.
- Miscellaneous activities, horse drawn wagon and a snow building contest to be held on the **Town Green** on **Sunday, December 9, 2018**, between the hours of **1:00 PM and 3:30 PM**.
- Tree of Lights ceremony with Carol sing to be held at the **small green in front of 886 Main Street (Hartford East Apartments)** on **Monday, December 10, 2018**, between the hours of **5:30 PM to 6 PM**.

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

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

The Office of **Risk Management** approves the application as submitted and is requesting the vendor providing horse drawn wagon rides submit a Certificate of Insurance with the Town of East Hartford added as additional insured.

The **Fire, Parks & Recreation and Health Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for these events**.

The **Public Works Department** recommends approval of the application and states that **the anticipated cost to the Department is \$750.00**.

The **Police Department** conducted a review of the application and has no particular issues or concerns with these events and offers the following comments:

- The sites are suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the areas have sufficient parking available.
- **There are no anticipated costs to the Department for these events.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Sansom". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Scott M. Sansom  
Chief of Police

Cc: Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

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

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

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

1. Name of Event:  
HOLIDAY FEST 2018
2. Date(s) of Event:  
Friday, December 7th to Monday, December 10th
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant ) :  
Patricia Ann Sirois, 45 Jefferson Lane, East Hartford 06118. Home # 860-568-0065; cell 860-416-8345; email: pasirois@comcast.net  
Chair of EH Beautification Commission and Chair of Holiday Fest.
4. If Applicant is a partnership, corporation, limited liability company , club, or association, list the names of all partners, members, directors and officers AND provide their business address.
5. List the location of the proposed amusement: (Name of facility and address)  
Town Green and Small Green in front of Hartford East Apartments, 886 Main
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
Town Green: 12/7-6:30-7:30pm; 12/9-1-3:30pm; 12/10-5:30-6pm
7. Provide a detailed description of the proposed amusement:  
12/7:Beautification Comm. Tree Lighting:  
Carol Sing with Santa. 12/9 Snowbuilding Contest and Horse Drawn Wagon at Town Green. 12/10; Tree of Lights/Carol Sing at Green in front of Hartford East Apts. 886 Main



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

Yes  No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 12/7: one hour; 12/10: 1/2 hour

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

All Ages

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

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

Friday, Dec.7th-6:30-7:30-200. Sun, Dec 9th-250. Mon.Dec.10th-25

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

a. Crowd size impact:

No Impact

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

Activities occur off-street allowing curbside parking of emergency vehicles.

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

Police take care of parking.

d. Noise impact on neighborhood:

None

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

Parks&Rec. staff attend to debris pick up.

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

None

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

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

There are police on duty with cell phones available.

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

All activities take place with cell phones available.

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

Not anticipated activities will necessitate on-site emergency personnel.

d. Crowd control plan:

Police on Town Green have been sufficiently planned for purpose.

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

Parks & Rec. has been responsible for this in the past.

f. Provision of sanitary facilities:

None needed.

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

Food available  Yes  No AND contact has been made with the East Hartford Health

Department  Yes  No.

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

Yes  No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

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

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

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

---

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

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

a. False Statement is a Class A Misdemeanor.

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

---

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

Patricia Ann Sirois

\_\_\_\_\_  
(Legal Name of Applicant)

Patricia Ann Sirois

\_\_\_\_\_  
(Printed Name)

10/12/18

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Applicant Signature)

*Patricia Ann Sirois*

\_\_\_\_\_  
(Capacity in which signing)

(Send application electronically to [cfrank@easthartfordct.gov](mailto:cfrank@easthartfordct.gov))

---

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: L Fitzgerald

Employee Number. 9080

Date & Time Signed: 10/15/18 7:30 PM

Time remaining before event: 30+ days.

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

Police

**Fitzgerald, Laurie**

---

**From:** Hawkins, Mack  
**Sent:** Friday, October 26, 2018 11:33 AM  
**To:** Fitzgerald, Laurie  
**Subject:** RE: Holiday Fest

Laurie,

I have reviewed the Outdoor Amusement Permit Application for "Holiday Fest" for 2018. I approve the application as submitted. Mark the Worksheets *EXTRA ATTENTION* for the day of the event.

Thank you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations  
East Hartford Police Department  
[31 School St.](#)  
[East Hartford, CT 06108](#)  
Office 860 291-7597

*Serving Our Community with Pride and Integrity*



---

**From:** Fitzgerald, Laurie  
**Sent:** Friday, October 26, 2018 9:51 AM  
**To:** Hawkins, Mack; Sasen, Christine; Fravel, Theodore; Cruz-Aponte, Marilyn  
**Subject:** Holiday Fest

Good Morning,

Just a reminder, your reviews for "Holiday Fest" are due Monday, October 29<sup>th</sup>.

Have a great weekend.

Laurie

Laurie Fitzgerald  
East Hartford Police Department  
Support Services Bureau



Fire



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **December 7, 9 and 10, 2018**

Event: **Holiday Fest 2018**

Applicant: **Patricia Ann Sirois, Event Chairperson**

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

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

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

Anticipated Cost(s) if known \$ \_\_\_\_\_ 0 \_\_\_\_\_

Kevin Munson, Assistant Chief 10/24/2018

Signature

Date

Comments:

Health



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ 0 \_\_\_\_\_

Michael T. O'Connell  
Signature

10/15/2018  
Date

Comments:

DKW



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$ Estimated \$750 Overtime for Parks

Marilynn Cruz-Aponte  
Signature

10-29-2018  
Date

Comments:

*Park*



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

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

X Anticipated Cost(s) if known \$0.00

*Ted Fravel*

*10/29/18*

Signature

Date

Comments:

Risk

**Fitzgerald, Laurie**

---

**From:** Sasen, Christine  
**Sent:** Monday, October 29, 2018 8:49 AM  
**To:** Fitzgerald, Laurie  
**Cc:** Gentile, Richard  
**Subject:** RE: Holiday Fest

Laurie,

I have one request. We obtain a Certificate of Insurance and request town to be added as additional insured by the vendor that is providing horse drawn wagon rides.

Thank you.

Chris

---

**From:** Fitzgerald, Laurie  
**Sent:** Friday, October 26, 2018 9:51 AM  
**To:** Hawkins, Mack; Sasen, Christine; Fravel, Theodore; Cruz-Aponte, Marilyn  
**Subject:** Holiday Fest

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Have a great weekend.

Laurie

Laurie Fitzgerald  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

Cost

**Fitzgerald, Laurie**

---

**From:** Gentile, Richard  
**Sent:** Thursday, October 18, 2018 3:12 PM  
**To:** Fitzgerald, Laurie  
**Subject:** RE: Holiday Fest 2018

I have no comments or concerns with this application.

Richard P. Gentile  
Assistant Corporation Counsel  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
860-291-7217  
[rpgentile@easthartfordct.gov](mailto:rpgentile@easthartfordct.gov)

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL AND/OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE ALL COPIES OF THIS MESSAGE INCLUDING ANY ATTACHMENTS AND NOTIFY THE OFFICE OF THE CORPORATION COUNSEL THAT YOU RECEIVED THIS COMMUNICATION IN ERROR BY CALLING 860.291-7215. THANK YOU.

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**From:** Fitzgerald, Laurie  
**Sent:** Monday, October 15, 2018 9:58 AM  
**To:** Chapman, Keith; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Cruz-Aponte, Marilyn; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Juergens, Timothy; Munson, Kevin; O'Connell, Michael; Sansom, Scott; Sassen, Christine; Soto, Ricardo; Vincent, Kristine; Wagner, Justin; Walsh, Mike  
**Subject:** Holiday Fest 2018

Good Morning,

Attached please find your Directors Review and Notice and the Outdoor Amusement Permit Application for "Holiday Fest 2018".


Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application, within two weeks from the date the application was filed. Please send signed reviews, or an e-mail, regarding your comments no later than **Monday, October 29, 2018**.

Thank you.

Laurie Fitzgerald  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 25, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REAPPOINTMENTS: Boards and Commissions

---

The following name was submitted for reappointment to the Central Regional Tourism District, Inc. Board of Directors to represent the tourism interests of East Hartford.

**Central Regional Tourism District Board of Directors**

R Frank Collins, Jr. 64 Phillips Farm Road (1 year) 12/19

C: R. Pasek, Town Clerk



# Central Regional Tourism District, Inc.

393 Main Street, Middletown, CT 06457

September 17, 2018

Mayor Marcia Leclerc  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Dear Mayor Leclerc, *Marcia*

The Central Regional Tourism District, Inc. represents 65 towns and cities including **East Hartford** by state statute. We are writing to ask you if you will be re-appointing *Frank Collins Jr* to the board to represent the tourism interests of **East Hartford**, on a regional level or would you like to appoint a different representative?

According to our enabling legislation, each Board of Selectmen, Board of Aldermen or City Council in each of our 65 towns may appoint **one representative** to serve on the Bureau's Board of Directors. The appointment as mandated by state statute is for a two-year term. The appointment should be to the Central Regional Tourism District, Inc. The appointee should be sworn in and a letter of appointment with the appointees contact information should be sent to the District.

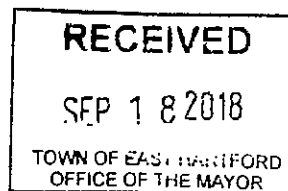
The mission of the District is to promote leisure, business, group and corporate travel to the region, in keeping with the values of the individual communities we serve. Your community's representative to our Board will ensure that we achieve our marketing goals that best blend with community harmony and economic development.

The Board of Directors meets four times a year, February, May, September and November at 12 noon and usually adjourns around 1:30 p.m. Enclosed you will find the roles and responsibilities of participating on the Board.

Please send the letter of appointment to: Central Regional Tourism District, Inc., 393 Main Street, Middletown, CT 06457 so we may add your appointment to our mailing list. If you have any questions, do not hesitate to call (860) 347-6924 or email me [johanna@middlesexchamber.com](mailto:johanna@middlesexchamber.com).

Sincerely,

*Johanna H. Bond*  
Johanna Bond  
Executive Director





## **Benefits of Becoming a Board Member of the Central Regional Tourism District, Inc.**

1. A chance to represent your communities tourism products on a regional level.
2. Participation in refining mission statements and marketing goals concerning the tourism industry in a 65-town region as well as in the state of Connecticut.
3. To serve on a Board that acts as a networking and unifying force among area businesses, historic, cultural, and recreational, attractions, organizations, event organizers, and agencies to ensure a positive visitor experience.
4. To be part of a Board that protects and nurtures the tourism industry by actively advocating our area's best interests.
5. To participate in a Board that is committed to balance the regions tourism industry with community harmony to assure sound growth in order to safeguard the regions natural beauty and constructed tourism environment.
6. To be part of a Board that creates positive awareness of the Central Regional Tourism District and its marketing initiatives as an important element in the region's economy and quality of life by creating linkages between business, government, and professional communities to enhance their understanding of the value of tourism in Western Connecticut.
7. To keep bureau staff informed of events happening in the community that you represent in order to facilitate marketing efforts.

## **Role of the Board & Duties**

1. The Board of Directors with its established committees, is responsible for the following:
  - a. Reviewing and refining the mission statement.
  - b. Approving goals and objectives.
  - c. Approving policies on finances, personnel, legislative, and community relations.
  - d. Approving short-term and long-range strategic plans.
  - e. Ensuring the legal conduct of the Bureau in accordance with State and Federal laws.
  - f. Keeping a proper balance among the interests of the stakeholders, employees, clients, and the public.
  - g. Electing the Executive Board and monitoring their performance.
  - h. Increasing the effectiveness of management by rendering advice and guidance to the Executive Director.
  - i. Ensuring, through review, that directors, officers, and other employees of the organization act in accordance with established ethical and professional standards.

The Board of Directors serves as:

1. Trustee for the stakeholders;
2. The Board policy setting body for the convention and visitors bureau;
3. Advisors to the directors; and a balancing force, which recognizes the interests of members, government and the public, during deliberations;
4. Networking and unifying force for the regions tourism industry.



October 19, 2018

The Honorable Richard F. Kehoe, Chair  
Town Council  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

***Re: Frank Collins and Central Region Tourism Board***


Dear Chair Kehoe:

The District Chairs and Vice Chairs of the East Hartford Democratic Town Committee met on October 18, 2018 and discussed the possible reappointment of Mr. Collins to the Central Region Tourism Board. A review was made of his qualifications and application.

The East Hartford Democratic Town Committee has no objection to this reappointment.


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

Respectfully,

  
Craig Stevenson  
Chair



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 26, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: "Click It or Ticket" Grant

---

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

The town has received reimbursement amounts in the range of \$9,000-\$12,000, since 2013.

Please place this information on the agenda for the November 7<sup>th</sup>, 2018 meeting for approval of the Resolution as submitted.

Thank you.

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

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 7th day of November, 2018.

## **RESOLUTION**

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

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

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

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_\_ day of November, 2018.

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Angela M. Attenello, Town Council Clerk

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

Grant Description: 2019 State DOT "Click it or Ticket" Grant

Funder: State Department of Transportation

Grant Amount: \$11,500

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

First year received:	<u>2013</u>		
Last 3 years received:	<u>2018</u>	<u>2017</u>	<u>2016</u>
Funding level by year:	<u>\$11,785</u>	<u>\$12,000</u>	<u>\$9,000</u>

Is a local match required?  Yes  No

If yes, how much? Not applicable

From which account? Not applicable

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

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

Duration of grant: One Year

Status of application: Under development

Meeting attendee: Lieutenant Paul Neves, x7616; Deputy Chief Ricardo Soto, x7579

Comments: None

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager *POS*  
SUBJECT: Council Resolution for "Click It or Ticket" Grant  
DATE: October 26, 2018

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

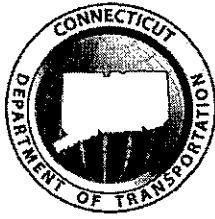
The East Hartford Police Department intends to participate once again in the statewide mobilization of the "Click It or Ticket" program. The Click It or Ticket enforcement campaign is a key tool in public awareness and enforcement for safety belt use. I have attached a fact sheet from 2018 that explains the program in more detail.

I respectfully request that the attached Resolution be placed on the November 7<sup>th</sup>, 2018 agenda of the Town Council for their consideration.

Please contact me if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Lt. Paul Neves, EHPD  
Deputy Chief Ricardo Soto, EHPD



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

### **CHANGE HABITS TO SAVE LIVES**

#### **Be a Part of the Progress**

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

#### **Enforce Life-Saving Laws**

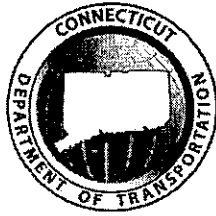
- *Click It or Ticket* isn't about citations; it's about saving lives. In 2016, there were 10,428 unbuckled passenger vehicle occupants killed in crashes in the United States. To help prevent crash fatalities, we need to step up enforcement and crack down on those who don't wear their seat belts.
- Seat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

#### **Face the Facts**

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



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



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

### Bust the Myths

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

### Click It or Ticket—Day and Night

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

Learn more about the *Click It or Ticket* mobilization at [www.nhtsa.gov/ciot](http://www.nhtsa.gov/ciot).

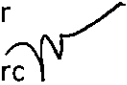


U.S. Department of Transportation  
**National Highway Traffic Safety Administration**





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 26, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Dial-a-Ride Operating System Grant

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The Town has been awarded a \$13,870.00 grant from the Greater Hartford Transit District (GHTD) to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2018 to June 30, 2019. This is a non-competitive award that the Town receives due to its inclusion as a GHTD member town.

The Town has been receiving this grant from the GHTD on an annual basis since 2006. This amount represents a \$371.00 increase from the previous year.

Please place this information on the agenda for the November 7<sup>th</sup>, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: Eileen Buckheit, Development Director  
T. Fravel, Parks and Recreation Director  
Kathy Kane, Senior Services Coordinator  
P. O'Sullivan, Grants Manager

## RESOLUTION

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 of the Town Council of said corporation, duly held on the 7th day of November, 2018.

**WHEREAS:** The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2018-2019 and;

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

**NOW THEREFORE LET IT BE RESOLVED;** that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,870.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride 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 have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this \_\_\_\_ day of November, 2018.

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

seal

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

Grant Description: 2018-19 Dial-A-Ride Operating Assistance Grant Contract

Funder: Greater Hartford Transit District (GHTD)

Grant Amount: \$13,870

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

First year received:	<u>2006*</u>		
Last 3 years received:	<u>2018</u>	<u>2017</u>	<u>2016</u>
Funding level by year:	<u>\$13,139</u>	<u>\$13,544</u>	<u>\$14,133</u>

Is a local match required?     Yes     No

If yes, how much? 50% of eligible program expenses or \$13,870, whichever is the lesser

From which account? Already budgeted funds from Senior Services Contract Services Dial-a-Ride account

Grant purpose: Defray costs for Town Dial-a-Ride transportation services for seniors and disabled

Results achieved: Reduction in Town funds necessary to operate Dial-a-Ride transportation system.

Duration of grant: One year


Status of application: GHTD does not require an application for this entitlement (non-competitive) grant. Resolution will authorize Mayor to sign grant contract.

Meeting attendee: Parks and Rec Director Ted Fravel, ext. 7166

Comments: \*Grant Administration Office records indicate this grant has been received as far back as 2006. Town may have participated in previous years.

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager   
SUBJECT: Council Resolution – Dial-a-Ride Operating System Grant  
DATE: October 26, 2018

---

Attached is a draft resolution authorizing your signature on an Operating Assistance Grant Contract with the Greater Hartford Transit District (GHTD) for funding to operate the Dial-a-Ride program for the elderly and disabled citizens of East Hartford.

The Town of East Hartford has been awarded a \$13,870.00 grant from the GHTD to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2018 to June 30, 2019. This amount represents a \$371.00 increase from the previous year.

This is a non-competitive award that the Town receives because it is a member of the GHTD. My records indicate the Town has received this grant annually as far back as 2006.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 7, 2018. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director  
Ted Fravel, Parks and Recreation Director  
Kathy Kane, Senior Services Coordinator

## OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2018 by and between the Greater Hartford Transit District (the "District") and the Town of East Hartford ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2018-ADA-02 Agreement 10.09-02 (14) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of East Hartford for the time period of July 1, 2018 through June 30, 2019.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2019, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operation Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$27,740.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$13,870.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must comply with reporting requirements set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$13,870.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2018 through June 30, 2019. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders -This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: [http://www.das.state.ct.us/Purchase/Info/Executive\\_Orders.pdf](http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf)

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this

Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 13 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this \_\_\_\_ day of \_\_\_\_\_, 2018.

[SEAL]

Signed and Sealed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vicki L. Shotland, Executive Director

\_\_\_\_\_  
Witness

TOWN OF EAST HARTFORD

The Grantee has executed this Grant Contract this \_\_\_\_ day of \_\_\_\_\_, 2018.

[SEAL]

Signed and Sealed in the presence of:

\_\_\_\_\_  
Witness


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

\_\_\_\_\_  
Witness





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RFERRAL: Refund of Taxes

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I recommend that the Town Council approve a total refund of taxes in the amount of \$11,416.13 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the November 7, 2018 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector  
M. Walsh, Finance Director

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**INTEROFFICE MEMORANDUM**

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**TO:** MARCIA A LECLERC, MAYOR ✓  
MICHAEL WALSH, DIRECTOR OF FINANCE

**FROM:** KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 10/24/2018

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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 \$11,416.13. Please see attached listing.

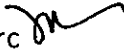
Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2017-03-0050237	ACAR LEASING LTD	4001 EMBARCADERO DR	ARLINGTON, TX 76014-4106	2016/2GKFLSEK06G6174955	0	-467.77
2017-03-0051781	ARI FLEET LT LTD	120 S CENTRAL AVE	CLAYTON, MO 63105	2016/5TDJKRPH9G5231258	0	-362.64
2017-03-0051795	ARI FLEET LT LTD	120 S CENTRAL AVE	CLAYTON, MO 63105	2016/YV4A22PL2G1091817	0	-269.32
2017-03-0051888	ARI FLEET LT OR	4001 LEADENHALL RD	MOUNT LAUREL, NJ 08054-4611	2013/5TFVX4CN5DX080981	0	-126.49
2017-03-0062572	BMW FINANCIAL SERVICES	5550 BRITTON PKWY	HILLIARD, OH 43026-7456	2015/WB53R9C53FK334401	0	-1024.42
2016-03-0054855	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017-1200	2015/1GCGWGF8F1149350	0	-85.18
2016-04-0081160	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017-1200	2016/1C4NJD887GDS99118	0	-38.06
2016-09-0054855	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017-1200	2015/1GCGWGF8F1149350	0	-18.63
2017-03-0054935	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017-1200	2016/1C4NJD887GDS99118	0	-505.80
2017-03-0054936	BUD BEHLING LEASING INC	100 OLD POND RD	BRIDGEVILLE, PA 15017-1200	2015/1GCGWGF8F1149350	0	-632.26
2016-03-0055218	CAB EAST LLC- FORD CREDIT PP TAX	PO BOX 6700 DEPT 231601	DETROIT, MI 48267-2316	2015/1FA6P0H70F5104657	0	-206.34
2016-09-0055218	CAB EAST LLC- FORD CREDIT PP TAX	PO BOX 6700 DEPT 231601	DETROIT, MI 48267-2316	2015/1FA6P0H70F5104657	0	-45.14
2017-03-0055333	CAB EAST LLC- FORD CREDIT PP TAX	PO BOX 6700 DEPT 231601	DETROIT, MI 48267-2316	2016/1FADP3E21G1327630	0	-206.19
2017-03-0055340	CAB EAST LLC- FORD CREDIT PP TAX	PO BOX 6700 DEPT 231601	DETROIT, MI 48267-2316	2015/5LMTJ2AH2FUJ24355	0	-690.85
2017-03-0056094	CARTER JOHN H 2ND	99 TEMPLE DR	EAST HARTFORD, CT 06108-1335	2010/1G1ZD5EB9AF150375	0	-129.87
2017-03-0056556	CHADWICK SCOTT R	208 HILLS ST	EAST HARTFORD, CT 06118-2906	2003/1J4FA49523P343448	0	-22.23
2017-03-0059529	DEBRAH KWASIO	76 SIBSON ST	EAST HARTFORD, CT 06118-1536	1998/3B7HF12YXWG108057	0	-85.95
2017-03-0060051	DEXTER CHRISTOPHER R	818 TOLLAND ST	EAST HARTFORD, CT 06108-2727	2007/1N4BA41E97C852403	0	-59.62
2017-03-0081685	DUMAIS LISA	8 RISLEY ST	EAST HARTFORD, CT 06118-1530	2014/KMH7C6AD8EU214481	0	-299.11
2017-02-0041789	EASTBROOK TOWERS LLC	2 WESTCHESTER PARK DR	WHITE PLAINS, NY 10604	80 SIMMONS & 40 CUMBERLAND	0	-10.00
2017-03-0061865	ENTERPRISE FM TRUST ATTN: PPT TEAM	9315 OLIVE BLVD	SAINT LOUIS, MO 63132	2013/1CGRR7FTXD5672950	0	-165.36
2017-03-0061877	ENTERPRISE FM TRUST ATTN: PPT TEAM	9315 OLIVE BLVD	SAINT LOUIS, MO 63132	2015/JNBASSMV0FW762367	0	-75.60
2016-03-0062066	FALVO KRISTINA A	16 HEMLOCK LN	EAST HARTFORD, CT 06118-3027	2011/5TDK3DC8B5008596	0	-27.94
2016-09-0062066	FALVO KRISTINA A	16 HEMLOCK LN	EAST HARTFORD, CT 06118-3027	2011/5TDK3DC8B5008596	0	-6.11
2017-03-0065805	HANRATH THOMAS A	43 CLEMENT RD	EAST HARTFORD, CT 06118-1102	2002/4T1BE30KG2U611039	0	-10.39
2016-03-0066388	HERNANDEZ KIMBERLY	104 WEST ST #104D1	ROCKY HILL, CT 06067	2014/1N4AL3AP2EC204559	-17.16	-286.08
2017-03-0067091	HONDA LEASE TRUST	600 KELLY WAY	HOLYOKE, MA 01040	2015/19XFB2F86FE243745	0	-235.80
2017-03-0067573	HYUNDAI LEASE TITLING TRUST	3161MICHELSON DR SUITE 1900	IRVINE, CA 92612	2014/KM8JTCAF2EU858288	0	-310.36
2017-03-0067652	HYUNDAI LEASE TITLING TRUST	3161MICHELSON DR SUITE 1900	IRVINE, CA 92612	2017/KM8J3CA20HU268155	0	-461.20

2017-03-0072260	MANDRY MILDRED	5051 MARION PL	WEST PALM BCH, FL 33407-1639	2009/3N1BC13E89L371181	2	-112.97
2017-03-0073306	MCCREA KATHERINE A	47 CUMMINGS ST	EAST HARTFORD, CT 06108-2944	2014/4S4BRBAC6E3293360	0	-50.00
2017-03-0073787	MELENDEZ REYNOLD	70 SHADY LN	EAST HARTFORD, CT 06118-1325	2010/2T1BU4EEXAC191474	0	-17.95
2017-03-0074571	MOLINA HERIBERTO	13 DARTMOUTH RD	PARLIN, NJ 08859	2007/1FAFP34N57W354848	0	-19.26
2016-04-0085791	MORRETT JONATHAN K	31 OUTLOOK ST	EAST HARTFORD, CT 06108-2853	2003/1G3NLS2FX9C309554	0	-13.10
2017-03-0075012	MORRETT JONATHAN K	31 OUTLOOK ST	EAST HARTFORD, CT 06108-2853	2003/1G3NLS2FX9C309554	0	-33.94
2017-03-0075188	MOZZICATO MARTIN J	12 CASABELLA CIR APT A2	EAST HARTFORD, CT 06108-2755	2001/3B7HF13Y91G739292	0	-91.35
2017-03-0075292	MUNOZ JEANINE L	36 SHADY LN	EAST HARTFORD, CT 06118-1325	2005/1J4GR48K75C648582	0	-224.61
2017-03-0075298	MUNOZ JEANINE L	36 SHADY LN	EAST HARTFORD, CT 06118-1325	2014/5TFUY5F13EX354827	0	-481.83
2017-03-0075299	MUNOZ JEANINE L	36 SHADY LN	EAST HARTFORD, CT 06118-1325	2016/4YMUU1012GV020400	2	-23.20
2017-03-0075635	NELSON MICHELE	19 BLUEBERRY LN	EAST HARTFORD, CT 06118-2007	2015/2HKRM4H77FH629089	0	-20.00
2017-03-0075776	NGUYEN HUNG T	30 WHITTING RD	EAST HARTFORD, CT 06118-1549	2003/1N4AL11D73C280138	0	-75.60
2017-03-0075794	NGOC DANG	177 OAK ST	EAST HARTFORD, CT 06118-2056	2002/2HNYD18612H528158	0	-44.55
2016-03-0076042	NISSAN INFINITI LT- TAX OPERATIONS	PO BOX 650214	DALLAS, TX 75265-0214	2014/5N1AR2MM3EC652731	0	-298.69
2016-03-0076059	NISSAN INFINITI LT- TAX OPERATIONS	PO BOX 650214	DALLAS, TX 75265-0214	2014/JN8ASSMV6EW708280	0	-170.88
2016-09-0076042	NISSAN INFINITI LT- TAX OPERATIONS	PO BOX 650214	DALLAS, TX 75265-0214	2014/5N1AR2MM3EC652731	0	-65.34
2016-09-0076059	NISSAN INFINITI LT- TAX OPERATIONS	PO BOX 650214	DALLAS, TX 75265-0214	2014/JN8ASSMV6EW708280	0	-37.38
2017-03-0076036	NISSAN INFINITI LT- TAX OPERATIONS	PO BOX 650214	DALLAS, TX 75265-0214	2014/1N6AD0FV6EN753633	0	-568.26
2017-03-0076446	NUUR MARIAM	26 WOODLAWN CIR	EAST HARTFORD, CT 06108-2857	2002/5N1ED28Y02C578564	0	-35.41
2017-03-0077542	PARADES GLORIA E	16 OBRIEN LN	EAST HARTFORD, CT 06108-1915	1996/2T1B802E0TC170106	0	-7.47
2017-03-0080814	RIVERA NOEL JR	24 STEVEN ST APT D	WEST HARTFORD, CT 06110	1997/1GNDX03E6VD153266	0	-18.72
2017-03-0081549	RODRIGUEZ-CONTRERAS EVER	33 CONCORD ST	EAST HARTFORD, CT 06118	2002/2HGES26842H604028	0	-30.37
2015-04-0090794	TOYOTA LEASE TRUST	20 COMMERCE WAY	WO8URN, MA 01801-1507	2014/4T1BF1FK2EU457684	0	-443.63
2017-03-0087421	UTZ QUALITY FOODS INC	900 HIGH ST	HANOVER, PA 17331-1639	2012/JM1CW28L3C0130129	0	-130.72
2017-03-0087422	UTZ QUALITY FOODS INC	900 HIGH ST	HANOVER, PA 17331-1639	2010/KNDMG4C39A6355905	0	-46.44
2017-03-0087423	UTZ QUALITY FOODS INC	900 HIGH ST	HANOVER, PA 17331-1639	2012/1YVHZ8BH2C5M13033	0	-226.12
2017-03-0087424	UTZ QUALITY FOODS LLC	900 HIGH ST	HANOVER, PA 17331-1639	2011/KNDMG4C77B6404555	0	-196.06

2017-03-0087448	VALCOR COMMUNICATIONS CORP	419 MAIN ST # 1	EAST HARTFORD, CT 06118-6400	2009/1GCGG25C791118305	0	-315.00
2015-03-0086527	VALCOR COMMUNICATIONS CORP.	419 MAIN ST # 1	EAST HARTFORD, CT 06118-6400	2009/1GCGG25C791118305	0	-327.82
2016-03-0087275	VALCOR COMMUNICATIONS CORP.	419 MAIN ST # 1	EAST HARTFORD, CT 06118-6400	2009/1GCGG25C791118305	0	-256.64
2016-09-0087275	VALCOR COMMUNICATIONS CORP.	419 MAIN ST # 1	EAST HARTFORD, CT 06118-6400	2009/1GCGG25C791118305	0	-56.14
2017-03-0088185	VIDAL NURITH L	1424 SEAGULL DR APT 207	PALM HARBOR, FL 34685	2012/JTDZN3EU1C3107924	0	-61.83
2016-03-0089220	WILLIAMS GWENDOLYN D	20 THOMPSON ROAD APT 8A	MANCHESTER, CT 06040-2654	2009/2HNYD28419H504246	0	-12.51
2017-03-0089698	WITNAUER SAMANTHA L	48 WELLS AVE	EAST HARTFORD, CT 06108-2269	2002/4A9AA46G32E118852	0	-20.47
<b>TOTAL</b>					<b>-17.16</b>	<b>\$ (11,398.97)</b>
						<b>\$ (11,416.13)</b>



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 1, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: APPOINTMENT: Boards and Commissions

---

The following names were submitted by the Democratic Town Committee Chairman for appointment to the below boards and commission. Please note that Gary LeBeau is being appointed as a full member of the Historic District Commission; he currently serves as an alternate.

**Historic District Commission – Full Member (5 Year Term)**

D Gary LeBeau 19 Garvin Street 12/22

**Inland-Wetlands – Alternate Member (4 Year Term)**

D Phil Davis 88 Walnut Street 12/19

**Zoning Board of Appeals– Alternate Member (5 Year Term)**

D Fady El-Hachem 65 Sedgwick Road 12/18

**Commission on Culture and Fine Arts – Full Member (5 Year Term)**

D Rosamond White 93 Sandra Drive 12/19

C: R. Pasek, Town Clerk



October 19, 2018

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

**Re: Endorsements to Boards and Commissions**

Dear Mayor Leclerc:

The District Chairs and Vice Chairs of the East Hartford Democratic Town Committee voted on October 18, 2018 to endorse the following applicants for appointment to the these respective commissions or boards.

Lebeau	Gary	19 Garvin Street	860.841.2019	garylebeau@yahoo.com	Full Member Historic District Commission
Davis	Phil	88 Walnut Street	860.819-8926	Phildavis.agnelli@gmail.com	Alternate Inland Wetlands
Fady	El-Hachem	65 Sedgwick Road	860-559-7240	elhachemfady@gmail.com	Alternate ZBA
Rosamond	White	93 Sandra Drive	860.206-8989	Blanche6713@msn.com	Commission on Culture and Fine Arts

The Chairs and Vice Chairs took a vote in accordance with our rules and hereby submit these endorsements. Attached please find the completed applications if available.

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

Respectfully,

Craig Stevenson  
 Chair





Town of East Hartford
Boards and Commissions
Application

Date: Oct 30, 2018

Name: GARY D. LEBEAU
Your name exactly as it appears on the E. Hfd. Voter Registration List

Address: 19 GARVAN ST. Apt.# Zip: 06108

Home Phone: Email: garylebeau@yahoo.com

Cell Phone: 860-841-2019 Years as an E.Hartford Resident: 44

Occupation: RETIRED Employer: Employer/Work Address

Formal Education/Certifications: SOCIAL STUDIES K-12, ADMINISTRATION 092, ELEMENTARY K-8

Party Affiliation: Unaffiliated Democrat [checked] Republican Minority Party

Name of board or commission you wish to serve on: HISTORIC DISTRICT COMMISSION

Interest statement:

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

FOR CLOSE TO 40 YEARS I TAUGHT HISTORY AND I HAVE HAD A LONG TERM INTEREST IN PRESERVATION OF OUR BEST HISTORIC STRUCTURES

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve: CURRENT ALTERNATE ON HISTORIC DISTRICT COMMISSION.

FORMER STATE SENATOR, FORMER STATE REPRESENTATIVE, FORMER TOWN COUNCILLOR, FORMER HISTORY TEACHER (AND SOCIOLOGY), FORMER MEMBER OF PATRIOTIC COMMISSION, SYNERGY ALT. HIS. PROGRAM FOUNDER

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

- [checked] understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.
[checked] understand that I may be required to complete training and/or continuing education.
[checked] understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

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

Signature Gary D. LeBeau Date Oct 30, 2018

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



For internal use only:

Mandatory Qualifications: Resident T/O C/R T/C





Town of East Hartford
Boards and Commissions
Application

Date: 10/23/18

Name: Phil L Davis

Your name exactly as it appears on the E. Hdfd. Voter Registration List

Address: 88 Walnut St Apt.# Zip: 06108

Home Phone: Email: Phildavis.agnelli@gmail.com

Cell Phone: 860-819-8926 Years as an E.Hartford Resident: 17

Occupation: Realtor Employer: Agnelli Real Estate
Employer/Work Address

Formal Education/Certifications:

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

Name of board or commission you wish to serve on: Inland Wetlands

Interest statement:

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

To be involved in my community and serve

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

Over 5 years experience with community outreach. I am also a member of the CT River Valley Chamber along with being a board member for SPARC Suburban Professionals Achieving Real Change.

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

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

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

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

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

Signature [Handwritten Signature]

Date 10/23/18

Please return completed and signed form to:

BCpost@easthartfordct.gov

or mail to:

Town of East Hartford
Office of the Mayor
740 Main Street
East Hartford CT 06108



For internal use only:

Mandatory Qualifications:

Resident T/O C/R T/C

**Town of East Hartford  
Boards and Commissions  
Application**



Date: 11-1-18

Name: **Fady N El-Hachem**  
Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: **65 Sedgwick Rd** Apt.# \_\_\_\_\_ Zip: **06108**

Home Phone: None Email: **Elhachemfady @ gmail**

Cell Phone: **860 559 7240** Years as an E.Hartford Resident: \_\_\_\_\_

Occupation: **Projects specialist** Employer: **Goodwin College**  
Employer/Work Address **1 Riverside Dr East Hartford**

Formal Education/Certifications: **High school**

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

Name of board or commission you wish to serve on: **Building and zoning board of appeals**

Interest statement:  
Your reason for being interested in serving our Town in this capacity

- I am a home owner in the Town niw and would like to be more involved and get to know morepeople.
- I have years of construction experience and what better way to serve the community.

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

Owned my own construction and remodeling business for 20 plus years  
I remodel homes and apartments at my current job. I believe my experience and skills will be a great  
Asset.

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

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

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

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

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

Signature	Date <b>11/1/18</b>		
Please return completed and signed form to:	BCpost@easthartfordct.gov	or mail to:	Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108



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



Town of East Hartford
Boards and Commissions
Application

Date:

Name: Rosamond White
Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: 93 Sandra Dr Apt.# Zip: 06118

Home Phone: 860 206 8989 Email: blanche6713@msn.com

Cell Phone: 818 715 3912 Years as an E.Hartford Resident: 11

Occupation: Employer: State of CT
Employer/Work Address: 450 Columbus Blvd Hartford

Formal Education/Certifications: M3 in HR/ Leadership & Neg

Party Affiliation: Unaffiliated Democrat Republican Minority Party

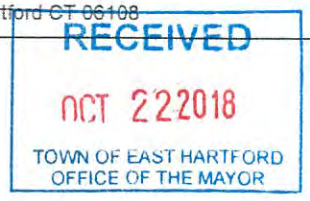
Name of board or commission you wish to serve on: Commission on Culture and Fine Arts

Interest statement:
Your reason for being interested in serving our Town in this capacity
To be able to give back to the town and at the time contribute to the culture and fine arts environment of the town.

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


In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements:
I understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.
I understand that I may be required to complete training and/or continuing education.
I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.
By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.
Signature: Rosamond White Date: 10-22-18
Please return completed and signed form to: BCpost@easthartfordct.gov or mail to: Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108

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





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 2, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

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Refer the proposed purchase of the Showcase Cinema properties to the Real Estate Acquisition and Disposition Committee for due diligence review and to determine next steps.

Please refer this matter to the Real Estate Acquisition and Disposition Committee at the November 7, 2018 meeting.

Thank you.

C: E. Buckheit, Development Director  
R. Gentile, Corporation Counsel  
M. Walsh, Finance Director


MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
740 Main Street  
East Hartford, Connecticut 06108

(860) 291-7215

FAX (860) 291-0145

OFFICE OF THE  
CORPORATION COUNSEL

TO : Mayor Marcia Leclerc  
FROM : Richard P. Gentile   
SUBJECT : Former Showcase Cinemas Property (Owned by National Amusements)  
DATE : November 2, 2018

I am respectfully requesting that a matter be placed on the November 7, 2018 Town Council agenda under New Business. It is a referral to the Real Estate Acquisition & Disposition Committee concerning the proposed acquisition of 936, 942, 944 and 960 Silver Lane and 285 Forbes Street Rear and 291 Forbes Street, also known as Showcase Cinemas. The purpose is to review the Town's due diligence with respect to the proposed acquisition and discuss next steps.

I suggest the following motion:

To refer to the Real Estate Acquisition and Disposition Committee the purchase of the land known as 936, 942, 944 and 960 Silver Lane, 285 Forbes Street Rear and 291 Forbes Street for the purpose of reviewing the status of the due diligence with respect to the same, and next steps, with instructions to investigate the matter and report back to the Town Council with its recommendation, if any.

CC: Eileen Buckheit