

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
NOVEMBER 15, 2022

REVISED 11/14/2022

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This Town Council meeting is accessible through "Microsoft Teams" 929-235-8441
Conference ID: 340 287 507# or click on this link: [Click here to join the meeting](#)

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

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. November 1, 2022 Executive Session
 - B. November 1, 2022 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Ordinance 10-3(c)- Disposition of Obsolete or Broken Town-Owned Equipment by East Hartford Fire Department
7. OLD BUSINESS
 - A. Recommendation from Fees Committee re: Greater Hartford Transit District Ticket Books
8. NEW BUSINESS
 - A. Amendment of Conservation Easement re: Rentschler Field
 - B. Authorization of Municipal Tax-Exempt Capital Lease Purchase Agreement
 - C. Demolition and Disposal of Town Building at 70 Canterbury Street aka "McCartin School"
 - D. O'Brien School Roof Replacement Project
 - E. CT Department of Transportation "Click It or Ticket" Grant
 - F. Amusement Permit Application- East Hartford Holiday Fest
 - G. Refund of Taxes

**H. Construction and Maintenance Agreement with Connecticut Southern
Railroad re: McAuliffe Park crossing**

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: December 13, 2022)

TOWN COUNCIL AGENDA
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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. November 1, 2022 Executive Session
 - B. November 1, 2022 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Ordinance 10-3(c)- Disposition of Obsolete or Broken Town-Owned
Equipment by East Hartford Fire Department
7. OLD BUSINESS
 - A. Recommendation from Fees Committee re: Greater Hartford Transit
District Ticket Books
8. NEW BUSINESS
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 - B. Authorization of Municipal Tax-Exempt Capital Lease Purchase
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 - C. Demolition and Disposal of Town Building at 70 Canterbury Street aka
"McCartin School"
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A. Other Elected Officials

B. Other Residents

C. Mayor

12. ADJOURNMENT (next meeting: December 13, 2022)

TOWN COUNCIL CHAMBERS

November 1, 2022

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority
IN CHAMBERS Leader Sebrina Wilson, Minority Leader John Morrison, Councilors
Angela Parkinson, Harry O. Amadasun, Jr., Awet Tsegai (via Teams),
Thomas Rup and Travis Simpson

ABSENT

ALSO Mayor Michael P. Walsh
PRESENT James Tallberg, Corporation Counsel
Brian Smith, Tax Assessor
Eileen Buckheit, Development Director
Attorney Joseph Hope, Alter & Pearson, LLC

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:36 p.m.

MOTION By John Morrison
seconded by Don Bell

to **go into** Executive Session to discuss:

- A. The pending assessment (tax) appeal known as C2HPS LLC v. Town of East Hartford - HHB-CV22-6073227-S, involving real property located at 43-45 Thomas Street, East Hartford for the Grand List year 2021.
- B. The pending assessment (tax) appeal known as Gjonbalaj, Mal v. Town of East Hartford - HHB CV22 - 6072901-S, involving real property located at 110 Silver Lane, East Hartford for the Grand List year 2021.
- C. The potential acquisition by the town of East Hartford of 794-810 Silver Lane and 818-850 Silver Lane a.k.a. Silver Lane Plaza

Motion carried 9/0.

MOTION By John Morrison
seconded by Don Bell

to **go back to** Regular Session.

Motion carried 9/0.

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell

to **adjourn** at 7:45 pm

Motion carried 9/0.

Attest _____

Richard F. Kehoe
Town Council Chair

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

November 1, 2022

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai (via Teams), Travis Simpson, Thomas Rup and Harry Amadasun, Jr.

ABSENT

ALSO Mayor Michael Walsh
PRESENT Eileen Buckheit, Development Director
Cephus Nolan, Director of Youth Services

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:51 pm. The Chair stated that this meeting was also available to the public through the "Teams" platform.

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.

AMENDMENTS TO THE AGENDA

MOTION By Sebrina Wilson
seconded by John Morrison

to remove Item 8A Lease Renewal Agreement with East Hartford Community Television from the agenda.

Motion carried 9/0.

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Pasquale "Bud" Salemi, 17 Pheasant Lane, spoke on behalf of the candidacies of Joan Gentile and himself as Commissioners of the Metropolitan District Commission.

Mayor Walsh stated (1) wished all a good evening; (2) A public hearing to discuss potential Planning and Zoning Regulation revisions is scheduled for November 3rd at 6 pm in Town Council Chambers; (3) The recent edition of the Pulse of East Hartford was released on 11/1; (4) Public Works began leaf collection on Monday, October 31st and will continue through December 10, weather-permitting; (5) The East Hartford Health Department will be holding two public flu/COVID-19 booster clinics in November; (6) November is National Smoking Cessation Month; (7) The Town has begun the development of an Affordable Housing Plan as required by state law. East Hartford residents are asked to complete a survey on the current housing situation; (8) The

Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Resignations from Town Boards and Commissions

The Chair stated that Kim Tipton and Joseph Garabedian have resigned from the Commission on Persons with Disabilities. There is a list of open positions available on a number of various boards and commissions via the Town website and the Chair encouraged residents to contact either the Mayor's office or Town Council office if there is an interest in participating.

OLD BUSINESS

NEW BUSINESS

Lease Renewal Agreement with East Hartford Community Television

This item has been removed from the agenda.

East Hartford Juvenile Review Board Support and Enhancement Grant

MOTION By Don Bell
 seconded by Angie Parkinson
 to **adopt** the following resolution:

WHEREAS; the State of Connecticut, through the Connecticut Youth Services Association (CYSA) has made funding available for the support and enhancement of the East Hartford Juvenile Review Board (JRB), and;

WHEREAS; the JRB offers a meaningful alternative to criminal court for East Hartford youth, ages 9-17, referred by the East Hartford Police Department, Public Schools and Youth Services,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, 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 of Connecticut and/or the CYSA as they pertain to this JRB Support and Enhancement Grant.

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

State Department of Mental Health and Addiction Services Local Prevention Council Grant

MOTION By Angie Parkinson
 seconded by John Morrison
 to **adopt** the following resolution:

MOTION By Angie Parkinson
seconded by Don Bell
to **adopt** the following resolution:

WHEREAS, The East Hartford Town Council is considering the acquisition of 794-810 Silver Lane (Tax Assessor's Map/Lot 45/130) and 818-850 Silver Lane (Tax Assessor's Map/Lot 45/131) (the "Silver Lane Properties") by eminent domain under the previously approved Silver Lane Redevelopment Plan: Chapter 130 Redevelopment, prepared for the Town of East Hartford, CT dated May 25, 2022 ("Plan"); and

WHEREAS, in accordance with Chapter 130 of the Connecticut General Statutes, the East Hartford Redevelopment Agency held duly noticed public hearings on August 25, 2022 and October 27, 2022 to consider the proposed acquisition of the Silver Lane Properties by eminent domain; and

WHEREAS, at its meeting on October 27, 2022, the East Hartford Redevelopment Agency voted to approve the acquisition of the Silver Lane Properties by eminent domain and refer the proposed acquisition to the East Hartford Town Council for its approval in accordance with Chapter 130 of the Connecticut General Statutes; and

WHEREAS, Chapter 130 of the Connecticut General Statutes provides that the East Hartford Redevelopment Agency may acquire the Silver Lane Properties by eminent domain, in the name of the Town of East Hartford (the "Town",) with the approval of the East Hartford Town Council; and

WHEREAS, the East Hartford Town Council has reviewed the two appraisals for each of the Silver Lane Properties prepared for the Town, and understands the conditions of, conditions affecting, uses, and other salient facts and characteristics of the Silver Lane Properties, including the fair market value of the Silver Lane Properties; and

WHEREAS, the East Hartford Town Council has (I) considered the benefits to the public and any private entity that will result from the redevelopment project set forth in the Plan and determined that the public benefits outweigh any private benefits for each of the Silver Lane Properties, (II) determined that the current use of each of the Silver Lane Properties cannot be feasibly integrated into the overall redevelopment plan, and (III) determined that the acquisition of each of the Silver Lane Properties by eminent domain is reasonably necessary to successfully achieve the objectives of the redevelopment plan; and

WHEREAS, the Silver Lane Properties are not being acquired by eminent domain for the primary purpose of increasing local tax revenue; and

WHEREAS, the East Hartford Town Council believes that the acquisition of the Silver Lane Properties by eminent domain is in the best interests of the Town.

NOW, THEREFORE, BE IT HEREBY RESOLVED: That pursuant to Chapter 130 of the Connecticut General Statutes, the acquisition of the real property known as 794-810 Silver Lane (Tax Assessor's Map/Lot 45/130) and 818-850 Silver Lane (Tax Assessor's Map/Lot 45/131) (the "Silver Lane Properties") by

the East Hartford Redevelopment Agency by eminent domain, in the name of the Town of East Hartford, is hereby approved.

RESOLVED: That the acquisition of the Silver Lane Properties by the East Hartford Redevelopment Agency by eminent domain, in the name of the Town, shall occur within five (5) years from the date of this Resolution.

RESOLVED: That, upon the recommendation of the Mayor and certification from the Director of Finance that there is available unappropriated and unencumbered funds to meet such appropriation, the Town hereby appropriates the sum of Four Million Five Hundred Thirty-Five Thousand Dollars (\$4,535,000) for the costs associated with the acquisition of such Silver Lane Properties.

RESOLVED: That, in accordance with the Connecticut General Statutes, the East Hartford Redevelopment Agency and the Mayor, or any designee of the Mayor, are hereby authorized to make, execute and deliver all such additional and supplemental documents, and to do and perform such acts and to take such actions as may be necessary or required for the acquisition of the Silver Lane Properties.

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

Appropriation of Funds

MOTION By Angie Parkinson
 seconded by Don Bell
 to **adopt** the following resolution:

WHEREAS, at the May 26, 2022 meeting of the State Bond Commission, the Commission approved a grant-in-aid to the Town of East Hartford in the amount of \$10 million to assist with the redevelopment of the Silver Lane Corridor; and

WHEREAS, included in the approved list of eligible projects was future site acquisition and renovations within the Corridor; and

WHEREAS, on November 1, 2022, the East Hartford Town Council approved the acquisition of the real property known as 794-810 Silver Lane (Tax Assessor's Map/Lot 45/130) and 818-850 Silver Lane (Tax Assessor's Map/Lot 45/131) (the "Silver Lane Properties") by the East Hartford Redevelopment Agency by eminent domain, in the name of the Town of East Hartford; and,

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

1. The expenditure of Four Million Five Hundred Thirty-Five Thousand Dollars (\$4,535,000) for the costs associated with the acquisition of such Silver Lane Properties.
2. The funding source will be the \$10 million in State Bond Commission funds for the redevelopment of the Silver Lane Corridor.

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

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Simpson asked the Mayor to confirm if the East Hartford's Superintendent of schools, Nathan Quesnel is leaving the position. *The Mayor confirmed that Mr. Quesnel intends to leave at the end of the school year.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

The pending assessment (tax) appeal known as C2HPS LLC v. Town of East Hartford - HHB-CV22-6073227-S, involving real property located at 43-45 Thomas Street, East Hartford for the Grand List year 2021.

MOTION By Sebrina Wilson
 seconded by Travis Simpson

to **accept** the recommendation of Corporation Counsel to settle the pending assessment (tax) appeal known as C2HPS LLC v. TOWN OF EAST HARTFORD, Docket Number HHB-CV22-6073227-S, involving real property located at 43-45 Thomas Street, East Hartford from the fair market value of \$759,171.00 to the fair market value of \$723,000.00 which shall generate a reduction of \$1,250.00 in property taxes, for the Grand List Year of 2021.

Motion carried 9/0.

The pending assessment (tax) appeal known as Gjonbalaj, Mal v. Town of East Hartford - HHB CV22 - 6072901-S, involving real property located at 110 Silver Lane, East Hartford for the Grand List year 2021.

MOTION By Sebrina Wilson
 seconded by Travis Simpson

to **accept** the recommendation of Corporation Counsel to settle the pending assessment (tax) appeal known as GJONBALAJ, MAL v. TOWN OF EAST HARTFORD, Docket Number HHB CV22 - 6072901-S, involving real property located at 110 Silver Lane, East Hartford from the fair market value of \$362,400.00 to the fair market value of \$320,000.00 which shall generate a reduction of \$1,465.00 in property taxes, for the Grand List Year of 2021.

Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

The Mayor thanked the Council for supporting the motion regarding the Silver Lane Plaza as well as the efforts of the Redevelopment Agency and others who have been engaged in the process thus far.

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell
 to **adjourn** (9:07 pm)

Motion carried 9/0.


The Chair wished all a good evening and announced that the next regular meeting of the Town Council would be on November 15, 2022.

Attest _____

Jason Marshall
TOWN COUNCIL CLERK



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 4, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor 
RE: Ordinance 10-3(c) Disposition of obsolete or broken Town-Owned Equipment.

Pursuant to Section 10-3 (c), this memo serves as a notification of intent by the Fire Department to dispose of the following equipment.

- Ariens WAW 34 Walk Behind Mower

Please place this item on the Town Council agenda as a communication for the November 15th, 2022 meeting.

C: K. Munson, Fire Chief

Sec. 10-3 (c):

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

MICHAEL P. WALSH
MAYOR

KEVIN MUNSON
FIRE CHIEF

TOWN OF EAST HARTFORD

(860) 291-7200

740 Main Street

East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

November 2, 2022

TO: Marilyn Cruz-Aponte, Public Works Director
From: James Silver, Acting Assistant Fire Chief
RE: Surplus lawn mower

Marilynn,

In accordance with Section 10-3 (c) of the Town of East Hartford Code of Ordinances, I am providing written notice of the fire department's intent to dispose of the item noted below. We will deliver the equipment to Public Works for disposal at a time mutually convenient to both departments.

The item noted below has been removed from service and rendered as surplus.

Ariens WAW 34 Walk Behind Mower

The equipment has become mechanically unreliable with the cost of repairs exceeding the value of the equipment. (pictures attached)

Any Director who may be interested in this equipment can contact Will Melendez, Fire Department Master Mechanic for further detail.

Please contact me if you have any questions.


Cc: Mayor Mike Walsh
Connor Martin, Chief of Staff
Kevin Munson, Fire Chief







TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 4, 2022
TO: Richard F. Kehoe, Chair 
FROM: Michael P. Walsh, Mayor
RE: Ordinance 10-3(c) Disposition of obsolete or broken Town-Owned Equipment.

Pursuant to Section 10-3 (c), this memo serves as a notification of intent by the Fire Department to dispose of the following equipment.

- 2006 Ford Taurus
VIN #1FADP5320-6A175681
Mileage – 59,625

Please place this item on the Town Council agenda as a communication for the November 15th, 2022 meeting.

C: K. Munson, Fire Chief

Sec. 10-3 (c):

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

MICHAEL P. WALSH
MAYOR

KEVIN MUNSON
FIRE CHIEF

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7200

WWW.EASTHARTFORDCT.GOV

October 17, 2022

TO: Melissa McCaw, Finance Director
FROM: Kevin Munson, Fire Chief
RE: Surplus Vehicle

Marilynn,

In accordance with Section 10-3 (c) of the Town of East Hartford Code of Ordinances, I am providing written notice of the fire department's intent to dispose of the items noted below. We will deliver the vehicle to Public Works for disposal at a time mutually convenient to both departments.

The item noted below has been removed from service and rendered as surplus.

2006 Ford Taurus
VIN#1FAFP5320-6A175681
Mileage-59,625

This vehicle has become mechanically unsound and the cost of repair will far exceed the value of the vehicle (see attached picture).

Any Director who may be interested in this vehicle can contact Will Melendez, the Fire Department Master Mechanic for further detail.

Please contact me if you have any questions.

Cc: Mayor Mike Walsh
Connor Martin, Chief of Staff
Marilynn Cruz-Aponte, Public Works Director
Jay Silver, Assistant Fire Chief-Operations

MAJORITY OFFICE/MICROSOFT "TEAMS"

FEES COMMITTEE

October 24, 2022

PRESENT Chair Harry Amadasun, Councillors Awet Tsegai and Travis Simpson

ALSO Connor Martin, Chief of Staff
PRESENT

CALL TO ORDER

Chair Amadasun called the meeting to order at 6:03 p.m..

APPROVAL OF MINUTES

August 29, 2022

MOTION By Awet Tsegai
seconded by Travis Simpson
to **approve** the minutes of the August 29, 2022 meeting.

Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

No one came forward.

NEW BUSINESS

Greater Hartford Transit District Ticket Books

Connor Martin, Chief of Staff stated that at the end of the 2021 fiscal year, the Administration purchased 3,628 Greater Hartford Transit District ticket books at a cost of \$24 each with the intention of reselling them at a discounted rate to the public of \$10 per book to provide residents who rely on the service with financial relief. Mr. Martin shared that a petition was provided to the Committee from local seniors with the same request. The administration anticipates that the books will sell fairly quickly at the discounted rate.

The Committee discussed prioritizing the sale of books based on financial need of residents. The Committee requested detail on how the books are distributed to the public as well as confirmation as to which department's budget accounted for the investment.

MOTION By Travis Simpson
seconded by Awet Tsegai

to **recommend** the Town Council approve setting the sale price the of Town's current inventory of Greater Hartford Transit District ride books at

\$10 per book to qualifying residents, provided that purchases be limited to 2 books per month, until the Town's supply is exhausted.

Motion carried 3/0.

ADJOURNMENT

MOTION By Awet Tsegai
seconded by Travis Simpson
to **adjourn** (6:21 p.m.).

Motion carried 3/0.

cc: Town Council
Mayor Walsh

Marshall, Jason

From: Martin, Connor
Sent: Tuesday, October 25, 2022 10:35 AM
To: Amadasun, Harry; Simpson, Travis; Tsegai, Awet
Cc: Marshall, Jason
Subject: GHTD ticket booklets

Good morning Council,

I wanted to get back to you regarding the two open items regarding the GHTD tickets.

1. **How are they distributed:** Residents reach out to either Social Services or Senior Services and have to submit an ADA ride number with their payment in order to be eligible for a booklet. Residents obtain an ADA ride number through the CT DOT when they are unable to use public transportation due to their disability. The ride number qualifies them to participate in ADA Paratransit Services such as the GHTD buses.
2. **What budget does this come from:** Senior Services – Contractual Services.

Have a great day!

Connor Martin

Chief of Staff

Mayor's Office

Town of East Hartford

Phone number 860-291-7203

Cell phone 860-270-9681

cmartin@easthartfordct.gov

Robert J. Cook

2016 MAY 27 A 8:29

TOWN COUNCIL MAJORITY OFFICE
FEES COMMITTEE

TOWN CLERK
EAST HARTFORD

MAY 24, 2016

PRESENT Marc Weinberg, Chair; Councillors Ram Aberasturia and Pat Harmon

ALSO Marcia Leclerc, Mayor
PRESENT Michael Walsh, Finance Director
Ted Fravel, Parks & Recreation Director
Kathy Kane, Senior Services Coordinator
Rich Kehoe, Chair, Town Council (arrived 5:55 p.m.)

CALL TO ORDER

Chair Weinberg called the meeting to order at 5:34 p.m.

APPROVAL OF MINUTES

January 19, 2016

MOTION By Ram Aberasturia
seconded by Pat Harmon
to **approve** the minutes of the January 19, 2016 Fees Committee
meeting.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

None

NEW BUSINESS

ADA Transportation Voucher System

MOTION By Ram Aberasturia
seconded by Pat Harmon
to recommend that the Town Council direct the Administration to adopt
the CT Transit Ticket System for ADA Paratransit Services effective July
1, 2016 and to set the Town subsidized of the per ticket book cost to
\$14.00 effective July 1, 2016 and to limit the annual number of subsidized

ticket books to 12 books per CT Transit Paratransit registered East Hartford resident and to further set the Town subsidy of the per ticket book cost to \$4.00 effective July 1, 2018.
Motion carried 3/0.

ADJOURNMENT

MOTION By Ram Aberasturia
seconded by Pat Harmon
to **adjourn** (6:20 p.m.).
Motion carried 3/0.

cc: Town Council
Mayor Leclerc
Michael Walsh, Finance Director
Ted Fravel, Parks & Recreation Director
Kathy Kane, Senior Services Coordinator

MEMORANDUM

DATE: April 13, 2016

TO: Marcia A. Leclerc, Mayor

FROM: Ted Fravel, Director Parks and Recreation, Senior Services
Kathy Kane, Senior Services Coordinator.

Re: **ADA Transportation (Greater Htfd. Transit District) Voucher Proposal**

By way of this memo, in light of the increasing cost of transportation to the Town of East Hartford for ADA transportation (Greater Hartford Transit District), we propose that the town adopt a ticket system effective July 1, 2016 as detailed below:

1. The Town of East Hartford would purchase books of tickets from CT Transit for the ADA rides at the cost of \$24 per book (10 rides). Moving away from cash at \$3 per ride and over to a ticket system at \$2.40 per ride immediately saves the Town \$72,000 per year.
2. Users of the ADA transportation system can purchase ticket books from CT Transit or at Stop and Shop for \$24 or a resident can choose, in lieu of tickets, to pay \$3.00 to the driver when they board the bus.
3. Additionally, the Town will sell ticket books to residents who provide proof of residency and who are preapproved for ADA transportation at a discounted price of \$10 per book (10 rides). The residents would purchase the tickets at Parks and Recreation, Social Services, or Senior Services.

Based on the current rider volume, it is believed that 10,000 tickets would be used on a monthly basis producing an offset to the \$360,000 annual Town subsidy to the ADA program of \$120,000 annually.


We have attached a copy of the letter that would be distributed to residents who use the ADA transportation system notifying them of this change. This letter would be given out to the riders in East Hartford as they boarded the bus and/or mailed to them over the next month.

The change to tickets can be made immediately; however, the setting of the ticket book price of \$10 requires Town Council Fees Committee action. Accordingly, I request that this memo and proposal be referred to the Council for action.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: Amendment of Conservation Easement



Please find the enclosed request from Assistant Corporation Counsel Rich Gentile to accept an amendment to the existing 2007 conservation easement on Rentschler Field to accommodate the planned warehouse development of National Development.

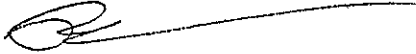
Please place on the Town Council Agenda for the November 15, 2022 Town Council meeting.

Thank you.

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

OFFICE OF THE CORPORATION COUNSEL

To: Mayor Michael P. Walsh

From: Richard P. Gentile 

Date: November 9, 2022

RE: Amendment of Conservation Easement

In 2007, United Technologies Corporation (n/k/a Raytheon Technologies Corporation (“RTX”)) granted the Town a conservation easement over portions of the property known as Rentschler Field. RTX is planning to convey portions of Rentschler Field, including some of the current conservation easement, to Rentschler 300 Land LLC (an entity created by National Development). Rentschler 300 LLC will then subdivide this property to facilitate their technology and storage park at Rentschler Field. As part of the subdivision approval process, additional land will be set aside as a conservation area and will be added to an existing 2007 conservation easement. To accomplish this, the Town has been asked to agree to an amendment of the existing 2007 easement. I have negotiated the terms of the amendment. I am comfortable that the Town will retain the same rights and protections set forth in the initial 2007 conservation easement. I attach the form of amendment, as well as a letter from Rentschler 300 Land LLC’s attorney to this memo. The letter provides helpful detail.

I would ask that approval of the amendment be added to the November 15, 2022 Council Agenda. Acceptance of the amendment on the 15th will keep the Rentschler Field project on track.

The Council may consider the following motion:

Move: that this Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee: (i) waive the requirements of Town Ordinances Section 10-18 (b) as to obtaining an appraisal, phase one environmental assessment, and full title search with respect to the below mentioned interest in real property, such waiver being in the best interests of the Town since the Town is obtaining an expanded conservation easement interest, not fee ownership, no consideration will be paid for the amended easement, and a full A-2 survey has been conducted of the burdened parcel, (ii) accept from Raytheon Technologies Corporation an easement of additional land on the property known as Rentschler Field; and (ii) authorize Mayor Michael P. Walsh to execute the attached FIRST AMENDMENT TO CONSERVATION EASEMENT, which amends a 2007 conservation easement recorded in Volume 2880 at page 295 of the East Hartford land records (“2007 Easement”), by adding additional property to the easement area set out in the 2007 Easement, with such non-material changes as deemed appropriate by the Office of the Corporation Counsel.



Robert M. DeCrescenzo
(t) 860.548.2625
(f) 860.548.2680
rdcrescenzo@uks.com

November 8, 2022

Via Email

rpgentile@easthartfordct.gov

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

Re: Rentschler Field Final Subdivision Plan:
First Amendment to Conservation Easement

Dear Attorney Gentile:

On September 21, 2022 the Planning and Zoning Commission approved the Final Subdivision Application for a five lot subdivision of the 300 acre portion of Rentschler Field that Raytheon Technologies Corporation (“RTX”) is under agreement to convey to an entity controlled by ND Acquisitions, LLC (the “Property”). As part of the approval, the Commission required that a 30 acre portion of the Property be dedicated to open space through a conservation easement (the “Open Space Plan”).

The 30 acre Open Space Plan, entitled “Open Space Plan, Drawing OS-1”, depicts the area that will be dedicated to the Town of East Hartford in the form of an amendment to the existing March 9, 2007 conservation easement granted by United Technologies Corporation (“UTC”) to the Town that currently protects, in addition to other land now owned by RTX in the vicinity of the Property, approximately 13.5 acres of land in the same general location as the Open Space Plan along the southern border of the Property that abuts Brewer Street. The existing open space easement was dedicated to the Town as part of its 2007 approval of the previous Rentschler Field Master Plan.

The effect of the amendment to the existing conservation easement is limited to (a) an expansion of such dedicated open space area on the Property from 13.5 acres approved as part of the 2007 Master Plan to 30 acres and (b) a reconfiguration of such open space area on the Property to provide connectivity from Brewer Street to East Hartford Boulevard North for a future multi-use trail. All other terms and conditions of the conservation easement remain in full force and effect, including any other open space dedicated thereunder that is located outside of the Property. The Commission unanimously approved the expanded Open Space Plan.

Updike, Kelly & Spellacy, P.C.

Goodwin Square • 225 Asylum Street 20th Floor • Hartford, CT 06103 (t) 860.548.2600 (f) 860.548.2680
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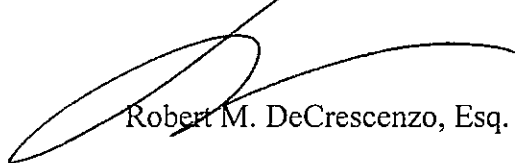
Richard P. Gentile, Esq.
November 8, 2022
Page 2

By the terms of the existing 2007 conservation easement, the proposed amendment requires Town Council approval.

Please forward the attached First Amendment to Conservation Easement for consideration and action by the Town Council at their November 15, 2022 meeting.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Robert M. DeCrescenzo, Esq.

RMDe/psm

After recording return to:

Raytheon Technologies Corporation
1 Farm Springs Road
Farmington, CT 06032
Attn: Real Estate Counsel

FIRST AMENDMENT TO CONSERVATION EASEMENT

This FIRST AMENDMENT TO CONSERVATION EASEMENT (this "Amendment") is made and entered into as of the ___ day of November, 2022, by and between Raytheon Technologies Corporation, a Delaware corporation (formerly known as United Technologies Corporation) ("Grantor"), with an office at 1 Farm Springs Road, Farmington, Connecticut 06032, Attn: Real Estate Counsel ("Grantor"), and the Town of East Hartford, a municipal corporation ("Grantee", and together with Grantor, collectively, the "Parties"), having a principal place of business at 740 Main Street, East Hartford, Connecticut 06108.

BACKGROUND

- A. By virtue of the Deed from Grantor, as grantor, to Rentschler 300 Land LLC, a Delaware limited liability company ("Rentschler LLC"), as grantee, of even date and to be recorded herewith (but subsequent to this Amendment), Grantor is conveying to Rentschler LLC that certain parcel of land, together with the buildings and other improvements thereon, situated in the Town of East Hartford, County of Hartford and State of Connecticut depicted as "Consolidated Parcel 1" on a plan of land entitled "Lot Consolidation Plan prepared for Raytheon Technologies Corporation, Pratt & Whitney Division, Rentschler Field, East Hartford, Connecticut, dated July 23, 2021, Sheets 1-7 of 7, by Hesketh & Associates, Inc." (the "2021 Subdivision Plan"), consisting of 300 ± acres, as more particularly described therein (collectively, the "Property"), and constituting a portion of so-called "Rentschler Field."
- B. In 2007, Grantor obtained a permit from the Grantee, acting through its Planning and Zoning Commission (the "Planning and Zoning Commission"), to develop a certain portion of the Property (the "Original Development").
- C. As a condition of the 2007 approval for the Original Development, the Planning and Zoning Commission determined that it would be in the public interest to preserve certain land owned by Grantor, including a certain portion of the Property, and enable it to remain in its present natural and open conditions in order for it to fulfill its present scenic, vegetative, wildlife and/or hydrological functions (collectively, the "Purpose").

- D. Pursuant to the Planning and Zoning Commission's determination, Grantor granted to Grantee that certain Conservation Easement dated as of March 9, 2007 and recorded on March 21, 2007 in Volume 2880, Page 295 of the East Hartford Land Records (the "Easement") for the above stated Purpose.
- E. Now, the Planning and Zoning Commission has requested, as a condition of approval for the subdivision of the Property pursuant to the 2022 Subdivision Plan (as defined below), that certain portions of the Property be dedicated to open space to further the Purpose of the Easement. In order to do so, and in connection with its conveyance of the Property to Rentschler LLC as referred to above, Grantor has agreed, at Rentschler LLC's request, to add the portion of the Property more particularly described below in this Amendment as "Expanded A.C.O.E. Easement Area 3" as land dedicated to open space pursuant to the Planning and Zoning Commission's request, which Expanded A.C.O.E. Easement Area 3 totals 30.00 ± acres and includes certain portions of "A.C.O.E Easement Area 3" described on Exhibit A of the Easement (the "Original A.C.O.E. Easement Area 3") that are located on the Property.
- F. The Parties have agreed to amend the Easement in accordance with this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Recitals; Defined Terms. Grantor represents and warrants that the Recitals set forth above are true and correct. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Easement.

2. Amendment of Easement. As of the date hereof, the Easement is hereby amended by adding the following described land to the Easement Area governed by the Amendment (the "Expanded A.C.O.E. Easement Area 3"):

"All that certain piece or parcel of land situated in the Town of East Hartford, County of Hartford, and State of Connecticut depicted as "Proposed Open Space Conservation Easement 1,306,772 Sq. Ft. or 30.00 Acres" on a map entitled "Subdivision Plan prepared for ND Acquisitions LLC, National Development, East Hartford Logistics & Technology Park at Rentschler Field, East Hartford, Connecticut" dated June 29, 2022, last revised September 21, 2022, Sheet 4 of 6, by Hesketh & Associates, Inc. (the "2022 Subdivision Plan"), more particularly described as follows:

Beginning at a monument found on the northerly street line of Brewer Street marking the southeasterly corner of property now or formerly of John L. & Donna M Guiel (274 Brewer Street) and the most southwesterly corner of Lot 4 (as shown on the 2022 Subdivision Plan).

Thence, N 06°44'44" W a distance of 212.58 feet to point.

Thence, N 77°05'49" W a distance of 251.52 feet to a point.

Thence, S 84°28'20" W a distance of 266.30 feet to a point.

Thence, S 78°03'55" W a distance of 554.51 feet to a point.

Thence, S 12°23'21" E a distance of 169.00 feet to a point.

Thence, S 79°33'24" W a distance of 254.00 feet to a point on the easterly line of Lot 5 (as shown on the 2022 Subdivision Plan).

Thence, N 13°21'37" W a distance of 43.87 feet to a point.

Thence, N 63°21'31" W a distance of 329.37 feet to a point.

Thence, S 80°27'03" W a distance of 537.87 feet to a point.

Thence, N 63°09'13" W a distance of 497.90 feet to a point.

Thence, S 79°03'52" W a distance of 67.43 feet to a point.

Thence, S 29°43'48" W a distance of 133.73 feet to a point.

Thence, S 08°41'38" W a distance of 378.55 feet to a point.

Thence, S 80°07'55" W a distance of 91.09 feet to a point.

Thence, N 10°35'49" E a distance of 373.42 feet to a point.

Thence, N 29°27'39" E a distance of 239.21 feet to a point.

Thence, N 80°44'50" E a distance 743.80 feet to a point.

Thence, N 79°18'45" E a distance of 1,397.31 feet to a point.

Thence, S 86°04'35" E a distance of 99.65 feet to a point.

Thence, S 78°10'17" E a distance of 35.34 feet to a point.

Thence, S 63°34'46" E a distance of 104.41 feet to a point.

Thence, S 55°39'19" E a distance of 792.68 feet to a point.

Thence, S 84°49'44" E a distance of 80.17 feet to a point.

Thence, N 86°32'56" E a distance of 192.02 feet to a point.

Thence, N 73°55'59" E a distance of 58.31 feet to a point.

Thence, N 46°20'29" E a distance of 59.90 feet to a point.

Thence, N 14°23'23" E a distance of 45.47 feet to a point.

Thence, N 10°02'48" W a distance of 376.25 feet to a point.

Thence, N 57°29'50" E a distance of 105.22 feet to a point.

Thence, N 09°51'07" W a distance of 1,023.41 feet to a point.

Thence, N 79°05'11" E a distance of 20.00 feet to a point,

Thence, S 09°51'07" E a distance of 1,027.77 feet to a point.

Thence, S 55°00'34" E a distance of 204.71 feet to a point.

Thence, S 10°51'41" E a distance of 407.54 feet to a point on the easterly street line of Brewer Street.

Thence, S 79°31'07" W a distance of 1,012.64 feet along the northerly street line of Brewer Street to the point and place of beginning.

Said Expanded A.C.O.E. Easement Area 3 contains 1,306,772 square feet or 30.00 acres more or less."

The Expanded A.C.O.E. Easement Area 3 shall be subject to all of the terms and provisions of the Easement applicable to the Easement Area. Except as otherwise expressly set forth in this Amendment, the Easement Area governed by the Easement remains unmodified and in full force and effect.

3. Ratification. Except as otherwise expressly set forth in this Amendment, the Easement remains in full force and effect and is ratified and confirmed.

4. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which is considered an original, but together are one agreement.

[remainder of page intentionally left blank; signature page follows]

[Signature Page 2 of 2 to First Amendment to Conservation Easement]

Signed, sealed and delivered in the presence of:

GRANTEE:

TOWN OF EAST HARTFORD, a municipal corporation

By: _____
Name: Michael Walsh
Title: Mayor

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss.

On November ____, 2022, before me, the undersigned, personally appeared Michael Walsh, Mayor of the Town of East Hartford, a municipal corporation, and that as such signer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed, the free act and deed of such municipal corporation.

Notary Public/Commissioner of the Superior Court
My Commission Expires:



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: Authorization of a Municipal Tax-Exempt Lease Purchase

Attached for approval is a resolution to authorize a municipal tax-exempt lease purchase financing agreement submitted by Finance Director Melissa McCaw to secure funding to pay for the identified approved leased items included in the Town's 5-year Capital Improvement Plan for the 2022-23 fiscal year.

Please place this item on the Town Council agenda for the November 15, 2022 meeting.

C: M. McCaw, Finance Director



MEMORANDUM

DATE: November 9, 2022

TO: Michael P. Walsh, Mayor

FROM: Melissa N. McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Resolution to Authorize a Municipal Tax-Exempt Lease Purchase Financing**

As part of the recent budget process, the Town Council adopted the Town of East Hartford's Capital Improvement Plan for the FY2022-23 to purchase the following items:

PROJECT DESCRIPTION	REF. #	FUNDING SOURCE	FY22-23
Town-furniture replacement	2023-101	Capital Lease	25,000
F-150 pickup truck (3 FY23)	2023-215	Capital Lease	105,000
Boat Trailer	2023-401	Capital Lease	20,000
Police Department Vehicle Replacements 8 Cruisers	2023-501	Capital Lease	520,000
		Total	670,000

A copy of the full CIP plan for FY2022-23 is attached. In accordance with the adopted CIP, I am requesting that the attached municipal tax-exempt lease purchase financing resolution be submitted for Town Council approval to secure funding to pay capital lease funded items in the plan.

Should you have any questions on any of the aforementioned, please do not hesitate to contact me.

**RESOLUTION TO AUTHORIZE A MUNICIPAL TAX-EXEMPT
LEASE PURCHASE FINANCING AGREEMENT**

WHEREAS, the Town of East Hartford approved the purchase of various capital equipment including Town Hall furniture, vehicles for the Police Department, a Fire department boat trailer and pickup trucks for the Department of Public Works as part of the Town of East Hartford's Approved Capital Improvement Plan for fiscal year 2022-23; and

WHEREAS, the cost of the various capital equipment designated for lease-purchase financing totals \$670,000; and

WHEREAS, the Town will budget \$188,553.07 annually in fiscal years 2023-24 through 2026-27 in the General Operating Fund to pay principal and interest on the purchases.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with TD Equipment Finance, Inc. or their affiliates in the principal amount not to exceed \$670,000. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

BE IT FURTHER RESOLVED, that the Town declares its intent to be reimbursed for any temporary advances from the General Fund to pay for any part of the equipment from proceeds of the lease financing in accordance with Treasury Regulation 26 CFR 1.103-18 and/or 26CFR1.150-2.

I, Jason Marshall, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on November 15, 2022.

Jason Marshall, Clerk of the Town Council

The Town of East Hartford
 Schedule of Leases Payable
 For the Fiscal Year Ending June 30, 2023

Description	Master Lease #	Base Lease	Int. Rate	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	TOTAL	
										DUE	DUE
FY 22 - Rolling Stock/Other CIP items	TD - 40167303	1,724,818	1.39%	446,390	446,390	446,390	446,390	446,390	446,390	-	1,785,560
FY 21 - Rolling Stock/Other CIP items	TD - 40163543	2,538,220	1.17%	523,942	523,942	523,942	523,942	523,942	523,942	-	2,619,710
FY 20 - Rolling Stock/Other CIP items	TD - 40154301	1,259,768	2.59%	337,661	337,661	337,661	-	-	-	-	1,012,983
FY 18 - Rolling Stock/Other CIP items	TD - 40136434	861,700	1.79%	225,964	-	-	-	-	-	-	225,964
FY 17 - Fire Equipment, Dispatch, PW	Banc of America	4,625,000	2.03%	520,875	520,875	520,875	520,875	520,875	520,875	-	3,125,250
FY 16 - Library HVAC, furniture, & computers	TD - 40118510	1,500,000	2.29%	235,995	235,995	-	-	-	-	-	471,990
Total Capital Lease Payments		8,246,468		1,844,437	2,064,863	1,828,868	1,491,207	1,491,207	1,491,207	520,875	9,241,457
Energy Performance Lease Payments											
EPC II Net (less QECB subsidy)	Banc of America	6,000,000	6.08%	57,456	57,471	57,437	57,350	57,207	-	-	286,921
EPC II Non-QECB	Bank of America	1,400,000	4.16%	12,952	13,333	13,725	14,129	14,516	-	-	68,655
EPC III - Streetlights	Bank of America	2,040,868	1.12%	215,045	-	-	-	-	-	-	215,045
		9,440,868		285,453	70,804	71,162	71,479	71,723	-	-	878,991
Grand Total Stock and Energy Payments				2,129,890	2,135,667	1,900,030	1,562,686	1,562,930	520,875	520,875	10,120,448



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 2, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh *MW*
RE: DEMOLITION REQUEST: McCartin School

Please find enclosed a request from Development Director Eileen Buckheit to proceed with demolition activities of McCartin School, located at 70 Canterbury Street. The demolition of this blighted property will allow the town to create 10-15 lots for new single family homes, consistent with the neighborhood.

Please place on the Town Council Agenda for the November 15, 2022 Town Council meeting.

Thank you.

C: E. Buckheit, Development Director



TO: Mayor Mike Walsh

FROM: Eileen Buckheit, Development Director

DATE: November 2, 2022

RE: McCartin School

In accordance with Town Ordinance 10-3(a), I am requesting permission to proceed with demolition activities related to the above referenced property at 70 Canterbury Street.

McCartin School is the site of the former town Senior Center, and prior to that served as an elementary school. The building was constructed in 1959 and consists of 25,380 square feet. It is a one story brick building with classrooms, cafeteria, gymnasium/auditorium. In 1962 an addition classroom wing was added which eventually housed the second hand thrift store. In 2016, the Town considered a reuse plan for a renovated senior center, but analysis by our architect found the renovations costly and due to weight bearing walls, difficult to design.

As we know, the new senior center opened in the fall of 2021 and several months prior, the employees of the center moved to the new location, in addition with the closure of the store, which left a large portion of the building vacant. All the other tenants which occupied classroom space have left. A portion of the addition section of the building remains occupied by the YMCA daycare center, and is scheduled to relocate to their Main Street location in March 2023.

We have determined the best use of the site, is to remove the building and create between 10-15 lots for new single family homes which is consistent with the neighborhood. Due to its location, surrounded by single family homes and zoned R-3, the building is limited in its reuse options.

The Town has access to approximately \$500,000 in its demolition account, which is state bond funding managed by the Capital Region Development Authority (CRDA). Similar to the demolition of the Showcase Cinema site, CRDA can manage this project for the Town.

To date, we have conducted wetlands delineation at the site, and will be commencing a lead and asbestos investigation of the structure. After those specifications are complete, it will be added to a package for a demolition bid. It is my hope that we can have this ready to coincide with the exit of the last tenant in March 2023.

Proposals for reuse of the site can coincide with the demolition activities and therefore be underway late Spring of 2023.

Thank you and let me know if you have any questions or concerns.

**CHAPTER 10. Finance
and Taxation**

Sec 10.1 Fiscal Year

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

Chapter 10. FINANCE AND TAXATION

ARTICLE 1.

Sec. 10-1. Fiscal Year.

The fiscal year for the transaction of the business of the Town shall close annually on June 30, and all officers and departments of the Town shall close accounts for each fiscal year on said day.

Sec. 10-2. Reports of Tenants Moving.

(a) The owner, manager or other person in control of any apartment building or groups of buildings containing five or more dwelling units as defined in the zoning ordinance, shall notify the Director of Finance, in writing on forms prescribed by the Director of Finance with ten days after receipt of notice from the tenant or occupant of any dwelling unit of his intent to move, of such notice and name of the tenant moving.

(b) Failure to comply with this section shall result in a fine, as provided in the Schedule of Fees.

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: East Hartford Elementary School Roof Replacement Project

Attached is a resolution and supporting documents in relation to the East Hartford Elementary School Roof Replacement Project. This project has been approved by the East Hartford Board of Education, but needs the Town Council's approval before it can move forward.

Please place this item on the Town Council Agenda for the November 15, 2022 Town Council meeting. I recommend that the Town Council approve this request as submitted.

Thank you.

C: M. McCaw, Finance Director
B. Whittaker, BOE Director of Facilities
J. Rovezzi, BOE Facilities



MEMORANDUM

DATE: November 7, 2022

TO: Michael P. Walsh, Mayor

FROM: Melissa N. McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Board of Education – O’Brien Elementary School Roof Replacement**

By way of this memo, attached please find a resolution related to the O’Brien Elementary School Roof Replacement Project.

The O’Brien Elementary School infrastructure project to replace the roof has been approved by the East Hartford Board of Education. This project, however, requires Town Council approval before it can move forward.

The attached resolution adds the project to the Town’s 5-Year Capital Improvement Plan, approves the total project appropriation, authorizes submittal of a grant request to the State Department of Administrative Services, Office of School Construction and Grants Review, for school renovation projects and allocates the local share of funding as a match to the grant request.

I have attached the Board of Education materials for your review in consideration of this request.

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

Cc: Ben Whittaker, BOE Chief Operations Officer
James Rovezzi

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

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

WHEREAS, the cost of the roof replacement including design and construction is anticipated to total \$2,419,330 with the State reimbursing 76.43% or \$1,849,094 leaving the School District to pay 23.57% or approximately \$580,000, which includes an amount for unforeseen ineligible costs.

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

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the O'Brien School Roof Replacement Project in the amount of \$2,419,330;
2. The authorization of a total project cost of \$2,419,330 for the O'Brien School Roof Replacement Project;
3. The authorization of the East Hartford Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the O'Brien School Roof Replacement Project;
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the O'Brien School Roof Replacement Project;
5. That the East Hartford Board of Education has budgeted the local share of \$580,000 for this project in the Board's FY 23 capital improvement reserves; and
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the O'Brien School Roof Replacement Project.

I, Jason Marshall, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on November 15, 2022

Jason Marshall, Clerk of the Town Council



East
Hartford
Public
Schools

EAST HARTFORD PUBLIC SCHOOLS

EDUCATIONAL SPECIFICATIONS OF SCHOOL CONSTRUCTION GRANT APPLICATION

PROJECT: O'BRIEN ELEMENTARY SCHOOL ROOF REPLACEMENT

56 Farm Drive, East Hartford, CT 06118

SUBMITTED TO: STATE DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF CONSTRUCTION SERVICES OFFICE OF SCHOOL CONSTRUCTION GRANTS

450 Columbus Blvd, Suite 1503
Hartford, CT 06103
860-713-6480

Prepared by:
James Rovezzi, Assistant Director of Facilities
East Hartford Public Schools
860-622-5952

September 6, 2022

EDUCATIONAL SPECIFICATIONS

PROJECT: East Hartford O'Brien Elementary School Roof Replacement

1. PROJECT RATIONALE

O'Brien Elementary School was constructed in 1961 and the current roofing system was last installed in 1994 over the entire flat roof. The existing roof is 28 years old and comprised of both asphalt BUR with stone and EPDM which are both deteriorating and in need of replacement. Project will consist of removing all existing roofing materials and replacing with a fully adhered EPDM roofing system, including tapered insulation and updated drainage system as required by code.

2. LONG-RANGE PLAN

The long-range plan for the school incorporates provisions for a safe and appropriate learning environment. This project will ensure the safety and health of the students and staff. The district plans to continue to utilize O'Brien Elementary School in its current capacity for the next twenty years and beyond.

3. THE PROJECT- Building-Wide

Current space: Project will impact the entire school, consisting of the roof covering the original building (1949) Total roofing area is about 63,552 square feet. The following instructional and support spaces are included under this roof area:

- (3) Kindergarten Classrooms
- (3) 1st Grade Classrooms
- (4) 2nd Grade Classrooms
- (3) 4th Grade Classrooms
- (3) 5th Grade Classrooms
- (1) Intervention Specialists Classroom
- (2) Bilingual ESL Classrooms
- (2) Special Education Classrooms
- (1) Multi-Handicapped Classroom
- Gymnasium
- All Purpose Cafeteria
- (1) Acceleration Specialist Classroom
- Media Center / Library
- (1) Instructional Resource Classroom
- Student Support Room
- Social Worker Office
- Community Resource Center/Staff Work Room
- Faculty Room
- Family Support Office
- Occupational/Physical Therapy Office
- Psychologist Office

- Speech/Language Room
- Instrumental Music Office
- Physical education Office
- Physical Education Equipment Room
- Intern Office
- Multi-Handicapped Office
- (3) Supply Closets
- Main Office
- Principal's Office
- Maintenance Office
- Main Kitchen, Prep and food storage
- Mechanical Equipment Room
- (3) Custodial Closets
- Electrical Room
- Electrical Transformer Room
- Nurses office and storage
- Restrooms
- (1) Multi-Handicapped Changing Classroom

The current roof system is comprised of both asphalt BUR with stone and EPDM installation date: 1994

Construction: Construction will not directly impact the instructional spaces, as all construction will be done from roof. Existing roofing system will be removed down to roof decking, deteriorated sections of roof decking replaced, and a new tapered insulation system and .060 EPDM membrane (20-year warranty) installed.

Final Space: Same as current space.
 FF&E: None.

4. **BUILDING SYSTEMS** (Not part of this project)

Security: Not applicable.
 Public Address: Not applicable.
 Technology: Not applicable.
 Phone System: Not applicable.
 Clocks: Not applicable.

5. **INTERIOR BUILDING ENVIRONMENT**

Acoustics: Not applicable.
 Ceilings: Not applicable.
 Lighting: Not Applicable.
 HVAC: Not Applicable
 Plumbing: Not Applicable
 Chimney: Not applicable.

Windows/Doors: Not applicable.

6. **SITE DEVELOPMENT** (Not part of this project)

Site Acquisition: Not applicable.
Parking: Not applicable.
Drives: Not applicable.
Walkways: Not applicable.
Outdoor Athletic Facilities: Not applicable.
Landscaping: Not applicable.
Site Improvements: Not applicable.

7. **CONSTRUCTION BONUS REQUESTS**

This East Hartford O'Brien Elementary School roofing project is not eligible for a school construction bonus.

School Readiness: C.G.S. 10-285a(e)--Not applicable. (Only eligible if a new building or expansion of existing)
Lighthouse Schools: C.G.S. 10-285a(f)--Not applicable.
CHOICE: C.G.S. 10-285a(g), as amended--Not applicable.
Full-day Kindergarten: C.G.S. 10-285a(h)--Not applicable.
Reduced Class Size: C.G.S. 10-285a(h)--Not applicable.
Regional Vo-Ag Center: C.G.S. 10-65--Not applicable.
Interdistrict Magnet School: C.G.S. 10-264h--Not applicable.
Interdistrict Cooperative School: C.G.S. 10-158a--Not applicable.
Regional Special Education Center: C.G.S. 10-76e--Not applicable.

8. **COMMUNITY USES**

O'Brien Elementary School is utilized to facilitate activities during the school hours, before and after school hours, and throughout the calendar year. Examples of such events are:

- PTO sponsored fundraisers and community events
- Various school sponsored parent/student/family events
- After School Program (Thrive)

Department of Facilities

O'Brien Elementary School (56 Farm Drive)
Roof Replacement Project

Project Description and Budget

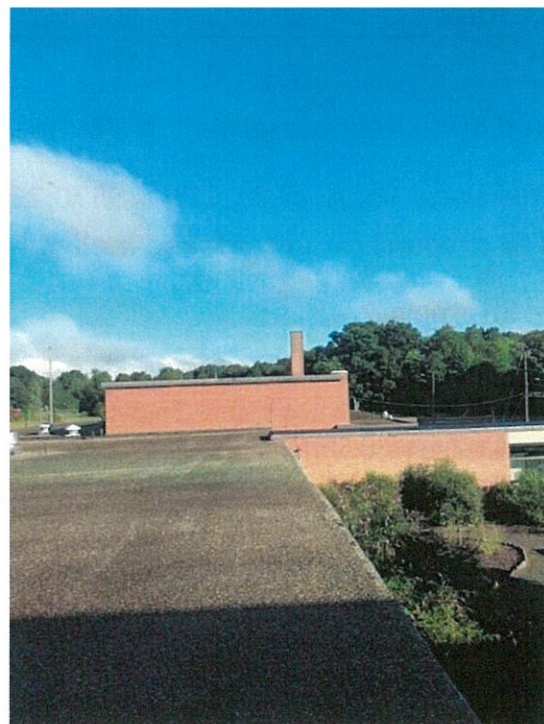
Date: September 6, 2022

The East Hartford Public Schools Department of Facilities is proposing a project to replace the existing roofing systems on the entirety of O'Brien Elementary School.

Background / Existing Conditions

O'Brien School was constructed in 1961 with additions in 1962 and 1967. The current roofing system was installed in 1994 over the entire flat roof. The existing roofing system consists primarily multi-ply asphalt BUR with gravel with a section of roof that has EPDM. Both roofing systems have been rapidly deteriorating, leading to roof leaks which require patch and repair work. There are perimeter flashing issues which have led to exposed felts, splitting and have become brittle. The overall condition has led to ponding due to lack of pitch which contributes to moisture issues that has seeped into the insulation.

The roofing systems at O'Brien have a life expectancy between 20-30 years, and at 28 years this roof is nearing its life expectancy and needs replacement. Since the entire roofing system is more 20 years old, they are eligible for partial reimbursement through the State School Construction Grant Program.



Project Overview

The project will consist of completely removing all existing roofing materials down to the roof deck. A tapered insulation system will be installed using a fully-adhered system to meet new energy codes and facilitate proper drainage. An EPDM membrane will then be installed with all necessary flashings to produce a water tight roofing system. Total roofing area to be replaced is about 60,040 square feet.

Schematic drawings and an estimate of probable costs have been produced by the Silver, Petrucelli & Associates Inc. as reflected in the chart below. Roof warranty will be a minimum of 20 years with a 10-year non-prorated portion covering labor and materials.

Project Budget

Design – Includes: Conceptual Design and Estimate, Schematic Design and Construction Documents, preparing required OSCGR documents and attending required State meetings, bid phase support, construction phase services, and miscellaneous services required for the State process.	\$10,000
Construction - Full removal of existing roofing systems, replace decking as needed, installation of new roofing. Includes modifications for tapered insulation, and secondary drainage as required by code.	\$2,409,330
Project Total	\$2,419,330

Estimated State Reimbursement @ 76.43% = **\$1,849,094**

Estimated Local Share @ 23.57% = \$570,236. A local share budget of \$580,000 has been carried to account for unforeseen ineligible.

Funding Strategy

This project is eligible to be funded through the State of Connecticut Office of School Construction Grants and Review (OSCGR) program as a Roof Replacement project. Currently, East Hartford is eligible for reimbursement from the state at a rate of 76.43%, so East Hartford will only have to fund 23.57% of the eligible project cost. The State School Construction Grant Process requires that the Town of East Hartford authorizes 100% of the project cost, even though the Town/District will actually only fund its local share.

The East Hartford Board of Education will propose to the East Hartford Town Council that it authorizes the Board to submit the grant application to the OSCGR.


The Board of Education will fund the entire local share of the project out of its capital reserves, where the \$580,000, local share has been budgeted as part of the FY2023 CIP.

Procedural Steps

- October 17, 2022 - Review and Approval of this document and Education Specs by Facilities Committee
- October 17, 2022 - Review and Approval of this document and Education Specs by Board of Education
- November 15, 2022 - Town Council Authorization to proceed with project and Grant Application. Includes (4) resolutions:
 - Local authorization to fund the cost of the project
 - Authorizing BOE to file the Grant Application
 - Authorizing at least preparation of schematic drawings and outline specifications
 - Authorizing funding of the construction project
- Grant application can commence with a target filing date of December 10, 2022



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 4, 2022
TO: Richard F. Kehoe, Chair 
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: "Click It or Ticket" Grant

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


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

Please place this information on the agenda for the November 15, 2022 meeting for approval of the resolution as submitted.

Thank you.

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

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh
FROM: Paul O'Sullivan, Grants Manager 
SUBJECT: Council Resolution for "Click It or Ticket" Grant
DATE: November 4, 2022

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

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

I respectfully request that the attached Resolution be placed on the November 15th, 2022 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

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2023 State DOT "Click it or Ticket" Grant

Funder: State Department of Transportation

Grant Amount: \$14,840

Frequency: One time Annual Biennial Other _____

First year received:	<u>2013</u>		
Last 3 years received:	<u>2022</u>	<u>2021</u>	<u>2020</u>
Funding level by year:	<u>\$11,370</u>	<u>\$11,370</u>	<u>\$11,600</u>

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

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

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

Duration of grant: One Year

Status of application: Under development

Meeting attendee: Lt. Paul Neves, x7616

Comments: None

I, Jason Marshall, 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 15th day of November, 2022.

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 Michael P. Walsh, 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, 2022.

Jason Marshall, Town Council Clerk



2022 Thanksgiving *Buckle Up. Every Trip. Every Time.*

FACT SHEET

The Thanksgiving holiday is the kickoff to the busiest season of the year. With all the rushing around and holiday travel, it's a great time to remind drivers and passengers to buckle their seat belts. To keep drivers and their passengers safe, [Local Organization] is partnering with the U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) to share an important lifesaving reminder: *Buckle Up. Every Trip. Every Time.* Review these statistics for an eye-opening look at the impact seat belts can have on your safety.

- During Thanksgiving weekend, millions of Americans will hit the roads, eager to spend time with family and friends. It's one of the busiest travel times of the year, and unfortunately, that may mean more crashes.
- NHTSA is reminding everyone that seat belts save lives. Buckling up gives you your best defense against injury or death in a crash.
- In 2020, there were 23,824 passenger vehicle occupants (in passenger cars, pickup trucks, vans, or SUVs) killed in traffic crashes in the United States. More than half (51%) of those who were killed were not wearing seat belts.
- The facts don't lie: Fifty percent of all front-seat passenger vehicle occupants killed in crashes in 2020 were unrestrained, and 59% of those killed in back seats were unrestrained.

Make this Thanksgiving different from years past.

- During the Thanksgiving holiday weekend in 2020 (6 p.m. on Wednesday, November 25, to 5:59 a.m. on Monday, November 30), there were 333 passenger vehicle occupants killed in traffic crashes across the nation. More than half (52%) were unrestrained.
- No matter the time of day, driving without a seat belt is deadly. During the 2020 Thanksgiving weekend, 51% of passenger vehicle occupants killed in crashes at night were unbuckled, compared to 55% during the day.
- Younger people continue to be overrepresented in fatal crashes and seat belt non-use. Among young adults 18 to 34 killed while riding in passenger vehicles in 2020, more than half (60%) were completely unrestrained – one of the highest percentages for all age groups.
- Males make up the majority of those killed in motor vehicle traffic crashes. In 2020, 67% of the 23,824 passenger vehicle occupants who were killed were male. Males also



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 28, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Refund of Taxes

Please find enclosed a request to approve a total refund of taxes in the amount of \$149,975.06

Please place on the Town Council Agenda for the November 15, 2022 Town Council meeting.

Thank you.

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

INTEROFFICE MEMORANDUM

TO: MICHAEL P WALSH, MAYOR ✓
MCCAW MELISSA, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE



SUBJECT: REFUND OF TAXES

DATE: 9/22/2022

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 \$149,975.06. Please see attached listing. Please place this item on the Town Council agenda for October 4, 2022.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int	Over Paid
2021-03-0050142	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2018/3GNAXVEV1JL321235	0	-269.09
2021-03-0050147	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2018/1G6KJ5R66JU156096	0	-870.33
2021-03-0050149	ACAR LEASING LTD	PO BOX 1990	FORT WORTH, TX 76101	2019/1GYKNDRS9KZ206030	0	-356.26
2019-03-0050743	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMYU94186KC74246	0	-67.50
2020-03-0050685	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMYU94186KC74246	0	-67.50
2021-03-0050717	ALERIA FRANK J	785 FORBES ST	EAST HARTFORD, CT 06118-1921	2006/1FMYU94186KC74246	0	-48.69
2021-02-0040210	BANC OF AMERICA L&C LLC	PO BOX 105578	ATLANTA,GA 30348-5578	67 BURNSIDE AVE	0	-14,868.66
2021-01-0001451	BLANCO ANGEL & BENEVIDES CARISSA	111 OAK ST	HARTFORD, CT 06106	14 MELROSE ST	0	-2,372.88
2021-03-0054501	BRUKO ILDA	62 HUCKLEBERRY RD	EAST HARTFORD, CT 06118-3544	2010/1N6ADOCW9AC424511	0	-23.02
2020-03-0055960	CCAP AUTO LEASE LTD	1601 ELM ST STE 800	DALLAS, TX 75201-7260	2018/1C6RR7TT3JS261177	0	-1,044.90
2021-03-0056227	CHARLTON DAMANY A	35 NORTHBROOK CT	EAST HARTFORD, CT 06108-1154	2008/1J8GN58K48W256713	0	-24.02
2021-03-0056817	COLGATE BRUCE D	1600 HOPMEADOW ST APT 33	SIMSBURY, CT 06070	2012/5TFUY5F17CX233232	0	-40.00
2021-03-0057334	CONSALVO AUGUSTUS J	49 TIMBER TRL	EAST HARTFORD, CT 06118-3558	2010/1FDXE4FS9ADA37702	0	-29.18
2021-03-0057786	CRAIG DEANE W	570 57TH AVE LOT 270	BRADENTON, FL 34207	2009/1G6DH577390138125	0	-15.19
2021-03-0058334	DAIMLER TRUST	14372 HERITAGE PARKWAY	FORT WORTH, TX 76177	2018/55SWF4KB9JU253012	0	-562.86
2021-03-0058343	DAIMLER TRUST	14372 HERITAGE PARKWAY	FORT WORTH, TX 76177	2019/WDDSJ4GB2KN740343	0	-770.94
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2020-03-0060503	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV6LP513133	0	-482.40
2020-03-0060504	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MVXLP513264	0	-482.40
2020-03-0060505	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV6LP513259	0	-602.55
2020-03-0060507	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV7LP513206	0	-421.65
2020-03-0060509	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMAT2MV1LP512780	0	-663.30
2020-03-0060512	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM4L0732501	0	-580.50
2020-03-0060513	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM1L1725449	0	-497.70
2020-03-0060514	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM0L1730982	0	-829.36
2020-03-0060515	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM4L0729792	0	-664.21
2020-03-0060517	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM5L0726612	0	-995.86
2020-03-0060519	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM6L0727123	0	-829.36
2020-03-0060520	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCG0KR775856	0	-301.95
2020-03-0060523	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4BV1LC193042	0	-333.90
2020-03-0060526	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDXBG2KH760132	0	-753.76
2020-03-0060536	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1C4PJMDX7LD531364	0	-775.80
2020-03-0060539	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCG8KR783400	0	-252.00
2020-03-0060542	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C4RDGCG7KR797756	0	-402.75
2020-03-0060547	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1VWSA7A38LC008354	0	-392.85
2020-03-0060550	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1VWSA7A36LC008823	0	-449.55
2020-03-0060552	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7APXKL839746	0	-294.75
2020-03-0060553	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3FA6POCD1KR150776	0	-480.16
2020-03-0060554	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3TCBDY5L0404326	0	-1,252.36
2020-03-0060562	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV3LC079653	0	-802.80
2020-03-0060563	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM9L0725169	0	-995.86
2020-03-0060564	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/JM3KFBDM9L0734504	0	-747.01
2020-03-0060565	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3KPC24A67LE104868	0	-205.20
2020-03-0060567	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3KPC24A69LE104841	0	-163.80
2020-03-0060570	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CAA7LU461171	0	-650.70
2020-03-0060571	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CAA3LU463094	0	-596.70
2020-03-0060572	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CAA1LU463045	0	-216.44
2020-03-0060573	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/5NPD84LF7KH427540	0	-458.56
2020-03-0060575	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV9LC077230	0	-643.05
2020-03-0060576	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/2T3P1RFV6LC078139	0	-802.80
2020-03-0060583	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KM8K1CAA4LU455439	0	-650.70
2020-03-0060585	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2018/2T1BURHE6JC989446	0	-406.81

2020-03-0060586	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3KPC24A36KE050158	0	-414.91
2020-03-0060587	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4BV3KC165984	0	-459.91
2020-03-0060588	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KNMAT2MV8KP514153	0	-497.25
2020-03-0060589	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/JA4AT3AA6KZ029449	0	-406.35
2020-03-0060590	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4EV8KC194375	0	-540.91
2020-03-0060591	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3FA6PORU9KR180194	0	-463.50
2020-03-0060593	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY282151	0	-376.21
2020-03-0060596	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP8KL839020	0	-331.20
2020-03-0060597	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP5KY322129	0	-292.51
2020-03-0060598	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KM8J2CA48KU941396	0	-641.26
2020-03-0060601	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1AB7AP4KY303636	0	-376.30
2020-04-0082611	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/JN1BJ1CR6KW348216	0	-109.71
2020-04-0082613	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4CV4LN310552	0	-60.93
2020-04-0082640	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/1N4BL4DV2MN310632	0	-267.21
2020-04-0082668	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3KPC24A65ME131410	0	-40.73
2020-04-0082870	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF0LH624101	0	-237.55
2020-04-0082871	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJDCB3MT512271	0	-647.14
2020-04-0082872	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/2C3CDZAGXKH691249	0	-458.32
2020-04-0082873	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4BV3KC245317	0	-409.41
2020-04-0082874	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5N1AT2MV2LC702140	0	-301.95
2020-04-0082875	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF2LH626898	0	-379.98
2020-04-0082876	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5NPD84LF6LH630419	0	-379.98
2020-04-0082877	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/1N4BL4EV3KC207887	0	-255.96
2020-04-0082878	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4CV4LC175522	0	-489.55
2020-04-0082879	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV3LC137471	0	-460.93
2020-04-0082880	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6POD92LR116857	0	-412.65
2020-04-0082881	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/3FA6POD93LR130833	0	-550.48
2020-04-0082882	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV2LC130494	0	-460.93
2020-04-0082883	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5XXGT4L3XLG387999	0	-388.80
2020-04-0082884	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/1N4BL4EV7LC122407	0	-197.68
2020-04-0082885	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/3C4NJCCB5MT531477	0	-384.88
2020-04-0082886	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/5YFEPMAEXMP186211	0	-373.14
2020-04-0082887	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/3N1CN7AP8KL846548	0	-137.75
2020-04-0082888	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/5XXGT4L31LG381444	0	-194.40
2021-03-0060423	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2019/KMHD84LF0KU742004	0	-479.44
2021-03-0060662	EAN HOLDINGS LLC CAMRAC LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2021/1N4BL4DV2MN310632	0	-577.14
2021-03-0062422	FONG PETER H	191 GREAT HILL RD	EAST HARTFORD, CT 06108	2002/1GTEK14V12E146974	0	-18.80
2021-01-0005367	GARRETT NORMAN G & SHIRLEY	58 JEFFERSON LA	EAST HARTFORD, CT 06118	58 JEFFERSON LN	0	-900.00
2021-02-0040513	HERRERA MINI MARKET	1071 BURNSIDE AVE	EAST HARTFORD, CT 06108	1071 BURNSIDE AVE	0	-114.56

2021-03-0066377	HONDA LEASE TRUST	PO BOX 1027	ALPHATETTA, GA 30009	2019/2HGFC2F80KH536277	0	-317.37
2021-03-0066828	HYUNDAI LEASE TITLING TRUST	PO BOX 4747	OAKBROOK, IL 60522	2021/KM8J3CAL7MU377361	0	-663.20
2021-03-0068030	JUNIOR LOPEZ FIGUEROA LLC	516 BURNSIDE AVE	EAST HARTFORD, CT 06108	2002/2T1BR12E92C577146	0	-72.94
2021-03-0068998	LACHANCE JOAN & PAUL C JR	94 MADISON ST	EAST HARTFORD, CT 06118	2002/2G1WH55K229287305	0	-25.27
2021-03-0068999	LACHANCE JOAN & PAUL C JR	94 MADISON ST	EAST HARTFORD, CT 06118	2002/1GKDT13S322266670	0	-13.38
2021-03-0070645	LUNA ESPERANZA	33 RECTOR ST	EAST HARTFORD, CT 06108	2011/5TDKK3DC4BS136897	0	-234.04
2020-03-0071910	MAY-RILEY RENEE MAY-FORD YVONNE-POA	26160 GRAND PRIX DR	BONITA SPRINGS, FL 34135	2009/4T1BE46K89U393967	0	-31.95
2021-99-0009164	MILLS ANTHONY	34 DEERFIELD CT	EAST HARTFORD, CT 06108	PKT AX28024	0	-90.00
2020-03-0074280	NETUPSKI EDWIN S JR	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108	2010/1FMCU9DG7AKB54381	0	-100.12
2021-03-0074300	NETUPSKI EDWIN S JR	73 SPARROWBUSH RD	EAST HARTFORD, CT 06108	2010/1FMCU9DG7AKB54381	0	-146.72
2021-02-0041143	NOVITEX ENTERPRISE SOLUTIONS INC	300 FIRST STAMFORD PL 2ND FL W	STAMFORD, CT 06902	VARIOUS	0	-311.89
2021-03-0075705	ORTIZ-BRUCELAS JUAN J	446 MAIN ST 401	EAST HARTFORD, CT 06118	2020/JA4AZ3A3XLZ006886	0	-97.26
2021-01-0011410	RIDGEWOOD HOLDINGS ATTN: POMA ANDREW	40 ROUTE 59	NYACK, NY 10960	20 BURNSIDE AVE	0	-58,688.02
2003-03-0081990	ROBERTS ALICE	23 J AMATO DR	SOUTH WINDSOR, CT 06074	1996/1J4EZ58S5TC152674	-645.86	-325.06
2021-03-0079822	RODRIGUEZ MONICA A	13 SUNNYDALE RD	EAST HARTFORD, CT 06118-3146	2013/1VWBP7A3XDC120699	0	-36.81
2021-03-0080137	ROME EDWARD R ROME LINDA	202 WESTERLY TER	EAST HARTFORD, CT 06118-3458	2008/4T1BE46KX8U737846	0	-87.64
2021-03-0082777	SODERHOLM PAUL M JR	6199 E BROADWAY #118	TUCSON, AZ 85711-4011	2007/JTDKB20UX77611835	0	-83.78
2021-03-0084012	THOMAS DIANE G	21 RICHARD RD	EAST HARTFORD, CT 06108-2136	2005/2C4GPS4L05R601398	0	-12.72
2021-03-0087020	WHITTAKER ROBERT S	41 CROSS ST	WESTERLY, RI 02891	2015/3N1AB7AP5FL660567	0	-15.97
2021-03-0088005	ZIKOSKI LINDA J	PO BOX 578	YORK BEACH, ME 03910	2008/1J4FA54198L512495	0	-24.77
2021-03-0088006	ZIKOSKI LINDA J	PO BOX 578	YORK BEACH, ME 03910	2012/JTDKTUD32CD510956	0	-14.96
SUBTOTAL						-645.86 \$ (149,329.20)
TOTAL						\$ (149,975.06)



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 27, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh 
RE: AMUSEMENT PERMIT APPLICATIONS – Holiday Fest

The following Amusement Permit is before you due to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3 (e), passed by the Town Council:

Sec. 5-3 (e):

(e) If the application is submitted pursuant to subsection (b) of section 5-1 of the Town Ordinances, within one week of receipt of written comments from the Directors, the Chief of Police shall forward those comments to the Town Council. The Chief of Police shall also forward to the Town Council written comments pertaining to the impact the proposed amusement would have on the areas under the purview of the Police Department and any recommended changes in the planned operations, as well as a statement as to whether the Police Department can supply adequate police protection.

Please add the following amusement permit to the Town Council agenda for the November 15th, 2022 meeting.

- **East Hartford Holiday Fest**
 - Friday, December 2, 2022; 5:30 - 8 PM, Town Green/Alumni Park
 - Monday, December 5, 2022; 5:30 – 6:30 PM, 886 Main Street (Hartford East Apartments)

C: S. Sansom, Chief of Police
C. Martin, Chief of Staff

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: October 26, 2022

Re: **Amusement Permit Application**
“East Hartford Holiday Fest 2022”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

SCOTT M. SANSOM
CHIEF OF POLICE

October 26, 2022

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

**Re: Outdoor Amusement Permit Application
"East Hartford Holiday Fest 2022"**

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 2, 2022**, between the hours of **5:30 PM and 8:00 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 5, 2022**, between the hours of **5:30 PM to 6:30 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 **Inspections and Permits Department** approves the application as submitted.

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

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

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 approximately **\$600.00**.

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 stroke at the end.

Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Cohen, Bruce
Sent: Tuesday, October 11, 2022 10:53 AM
To: Rivera, Augustina
Subject: Re: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

I have no comment.

Bruce Cohen

Supervisor- Building Division
Assistant Building Official
Town Of East Hartford
860-291-7342

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, October 11, 2022 10:42 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

Good morning,

Attached are both the Director's Review & Notice and the Outdoor Amusement Permit Application for the "East Hartford Holiday Fest 2022" being held on December 2nd and December 5th.

Please review and return to me **by noon, on Tuesday, October 25th**.

Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services/Operations Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
Office: 860-291-7631 Fax: 860-610-6290
arivera@easthartfordct.gov

Rivera, Augustina

From: Gentile, Richard
Sent: Tuesday, October 11, 2022 10:51 AM
To: Rivera, Augustina; Burnsed, Laurence; Cruz-Aponte, Marilyn; Fravel, Theodore; Munson, Kevin
Cc: Alsup, Steve; Browning, Craig; Cohen, Bruce; Cummings, Kim; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Hawkins, Mack; McCaw, Melissa; Neves, Paul; O'Connell, Michael; Pelow, John; Sansom, Scott; Sassen, Christine
Subject: RE: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

I have no comments or concerns with respect to the Holiday Fest application

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, October 11, 2022 10:42 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sassen, Christine <CSassen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

Good morning,

Attached are both the Director's Review & Notice and the Outdoor Amusement Permit Application for the "East Hartford Holiday Fest 2022" being held on December 2nd and December 5th.

Please review and return to me **by noon, on Tuesday, October 25th**.

Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services/Operations Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
Office: 860-291-7631 Fax: 860-610-6290
arivera@easthartfordct.gov
www.easthartfordct.gov/police-department

Rivera, Augustina

From: Sasen, Christine
Sent: Tuesday, October 11, 2022 1:13 PM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

ok

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, October 11, 2022 10:42 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; McCaw, Melissa <mmccaw@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Pelow, John <JPelow@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

Good morning,

Attached are both the Director's Review & Notice and the Outdoor Amusement Permit Application for the "East Hartford Holiday Fest 2022" being held on December 2nd and December 5th.

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arivera@easthartfordct.gov
www.easthartfordct.gov/police-department



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 2, 2022 5:30pm – 8:00pm**
Monday, December 5, 2022 5:30pm – 6:30pm

Event: **East Hartford Holiday Fall Fest 2022**

Applicant: **East Hartford Beautification Commission by
Patricia Ann Sirois, Chair**

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

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

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

Signature Stephen Alsup, Assistant Fire Chief

Date 10/12/22

Comments:

**TOWN OF EAST HARTFORD
FIRE MARSHALS OFFICE
ADMINISTRATIVE REVIEW
Amusement Permit**

DATE: 10/18/2022

APPLICATION FOR: East Hartford Holiday Fest 2022

APPLICANT: Town of East Hartford Beautification Commission
Patricia Ann Sirois, Chair and Chair of Holiday Fest
45 Jefferson Lane, East Hartford, 06118
860-426-8345

**ADDRESS: Town Green and Small green in front of Hartford East Apartments at
886 Main st**

DATE(S) OF EVENT: Friday 12/2/2022 5:30-8pm, Monday 12/5/2022 5:30- 6:30pm
12/2 Tree lighting with music and Carol Sing with Santa at Town Green
12/5 Tree of lights ceremony with Carol Sing at small green in front of 886 main st
Pursuant to your request, a review of the above application was completed and the
following recommendation is made:

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

COMMENTS:



**JOHN PELOW
FIRE MARSHAL
TOWN OF EAST HARTFORD**



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

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Event Date: **Friday, December 2, 2022 5:30pm – 8:00pm**
Monday, December 5, 2022 5:30pm – 6:30pm

Event: **East Hartford Holiday Fall Fest 2022**

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Patricia Ann Sirois, Chair**

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 - 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

Ted Fravel

Signature

10/24/22

Date

Comments:



Scott Sansom
Chief of Police

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

Health Dept



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 2, 2022 5:30pm – 8:00pm**
Monday, December 5, 2022 5:30pm – 6:30pm

Event: **East Hartford Holiday Fall Fest 2022**

Applicant: **East Hartford Beautification Commission by
Patricia Ann Sirois, Chair**

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

Laurence Burns, MPH, MBA
Signature

10/17/2022
Date

Comments:



Scott Sansom
Chief of Police

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



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 2, 2022 5:30pm – 8:00pm**
Monday, December 5, 2022 5:30pm – 6:30pm

Event: **East Hartford Holiday Fall Fest 2022**

Applicant: **East Hartford Beautification Commission by
Patricia Ann Sirois, Chair**

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- 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 \$ Approx. \$600 _____

Signature **Marilynn Cruz-Aponte** 10-19-22 _____ Date

Comments:

Rivera, Augustina

From: Hawkins, Mack
Sent: Wednesday, October 26, 2022 10:47 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

Tina,

I have reviewed the Outdoor Amusement Permit Application for "East Hartford Holiday Fest 2022." I approve the application as submitted. Please mark the worksheet "*Extra Attention*" for the days of the event.

Thank you,

Mack S. Hawkins

Assistant Chief of Police
East Hartford Police Department
31 School St.
East Hartford, CT 06108
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, October 24, 2022 11:12 AM
To: Alsup, Steve <SAlsup@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Cc: Pelow, John <JPelow@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application- East Hartford Holiday Fest 2022

Friendly reminder that comments are due tomorrow Tuesday. It is ok if I get them on Wednesday at the latest.

Thank you.

From: Rivera, Augustina
Sent: Tuesday, October 11, 2022 10:42 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Browning, Craig <CBrowning@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cummings, Kim <kcummings@easthartfordct.gov>; Davis, Robert

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Michael P. Walsh
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:
East Hartford Holiday Fest 2022
2. Date(s) of Event:
Friday, December 2nd to Monday, December 5th, 2022
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):

**Town of East Hartford Beautification Commission
Patricia Ann Sirois, Chair and Chair of Holiday Fest
45 Jefferson Lane, East Hartford, 06118,
860-416-8345, Email: pasirois@comcast.net**
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.
Board Members list per request
5. List the location of the proposed amusement: (Name of facility and address)
Town Green and small green in front of Hartford East Apartments at 886 Main St.
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
12/2: 5:30-8pm; 12/5:5:30-6:30pm
7. Provide a detailed description of the proposed amusement:
**12/2: Tree Lighting Ceremony with music and Carol Sing with Santa at Town Green
12/5: Tree of Lights Ceremony with Carol Sing at Small Green in front of Hartford East Apts. 886 Main St.**

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)? 12/2: one hour 12/5: 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.2nd 5:30 to 8pm-(100) and Monday, Dec. 5th 5:30-6:30pm (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 phone 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 responsible in the past.

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:

a. Food available: Yes No AND

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

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

Yes No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

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
(Applicant Signature)

Patricia Ann Sirois
(Printed Name)

October 6, 2022
(Date Signed)

Chair of Holiday Fest
(Capacity in which signing)

● (Click button to send application electronically to ehpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:	YES	<input type="radio"/> NO
Liquor Permit Included:	YES	<input type="radio"/> NO
Certificate of Alcohol Liability Included:	YES	<input type="radio"/> NO
Time Waiver Request Included:	YES	<input type="radio"/> NO
Fee Waiver Request Included:	YES	<input type="radio"/> NO

Outdoor Amusement Permit Fees:

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

Total Assessed Amusement Permit Fee

Received By: Augustina Rivera

Employee Number: 9099

Date & Time Signed: October 7, 2022 7:00 AM PM

Time remaining before event: 52 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.



Published on East Hartford CT (<https://www.easthartfordct.gov>)

[Home](#) > [Boards](#) > [Beautification Commission](#) > [Board Members / Addresses](#)

Board Members / Addresses

Party	Position	Name	Address	Phone Number	Email Address	Term*
D	Chair	Patricia Sirois	45 Jefferson Lane	860-416-8345	pasirois@comcast.net	12/23
	Clerk	Angela Attenello		860-291-7208	aattenello@easthartfordct.gov	
D	Full Member	Cynthia Woodman	61 Dartmouth Drive	860-729-4028	cwoodman61@comcast.net	12/22
D	Full Member	Dolores Kehoe	190 Andover Road	860-568-8264	doloreskehoe@gmail.com	12/23
D	Full Member	Vacant				12/22
R	Full Member	Mary Mourey	785 Burnham Street	860-289-6236	ehregis1@sbcglobal.net	12/22
R	Full Member	Kathleen Cattanach	97 Chipper Drive	860-209-2515	kcattanach@hotmail.com	12/22
D	Full Member	Kim Knapp	48 Wickham Drive	860-836-9673	kimberly.knapp@comcast.net	12/22

D	Full Member	Julie Robinson	1266 Forbes Street	860-966-3999	tjrobinson@comcast.net	12/23
R	Full Member	Vacant				12/22

**When a term is expired members continue to serve until they are replaced, resigned or reappointed in accordance with Town Ordinance*

Source URL: <https://www.easthartfordct.gov/beautification-commission/pages/board-members-addresses>



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 10, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: Construction and Maintenance Agreement - CT Southern Railroad

Please find the enclosed construction and maintenance agreement between the Town and the Connecticut Southern Railroad Inc. for the McAuliffe Park at-grade crossing. ARPA funding in the amount of \$500,000 for this project has been appropriated by the Town Council.

The agreement would allow the Town to authorize the railroad company to construct and maintain the at-grade crossing, which will provide the residents of Veterans Terrace Housing Complex located on Columbus Circle a safe and convenient way to access McAuliffe Park.

Please place on the Town Council Agenda for the November 15, 2022 Town Council meeting.

Thank you.

C: R. Gentile, Assistant Corporation Counsel
D. Wilson, Town Engineer
C. Martin, Chief of Staff

CONNECTICUT SOUTHERN RAILROAD, INC.
CONSTRUCTION AND MAINTENANCE AGREEMENT

RR MILEPOST 0.75
TOWN OF EAST HARTFORD, COUNTY OF EAST HARTFORD, STATE OF CONNECTICUT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (this “Agreement”) made this day of _____ 2022 (“**Effective Date**”), by and between the **Town of East Hartford**, hereinafter called “**Agency**”, and **Connecticut Southern Railroad, Inc.**, hereinafter called “**Railway**”:

WITNESSETH:

WHEREAS, Agency proposes a public pedestrian path and at-grade crossing near McAuliffe Park at Railway’s Milepost 0.75, hereafter called “**Project**”; located in the Town of East Hartford, State of Connecticut; and

WHEREAS, Agency is willing to undertake the expense for the Project as detailed in **Exhibit B**, except as provided in Section I. (C) of the Agreement; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size and location of the Project; and

WHEREAS, Railway is willing to coordinate and cooperate with Agency with respect to the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, said Project shall be constructed in accordance with full plans and full designs which shall be subject to the mutual approval of Railway and Agency.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

Agency and Railway will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER AGENCY OR ITS CONTRACTOR AT AGENCY EXPENSE.

1. Construction of Pedestrian Path Outside the Railroad ROW

Take all necessary, reasonable steps, including, without limitation, funding for and construction of the pedestrian path located outside of the Railroad’s property and Railroad’s right-of-way.

2. Prohibition of Crossing Traffic

The Agency shall prohibit any traffic from using the crossing until construction is complete.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY RAILWAY AT AGENCY EXPENSE.

1. Project Plans & Specifications and Construction

Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the Project within Railroad's right-of-way.

2. Flagging

Railway will schedule and perform flagging and furnish requested services and devices during construction operations of Railway or its contractor, as deemed necessary by Railway. Any flagging cost or protective services performed by Railway or its contractor shall be at Agency's expense.

3. Preliminary Engineering, Construction Engineering, and Inspection

Perform administrative and engineering services, including project research, correspondence, Surface/Signal Site Survey, create Basis of Design documents, RR surface & RR signal vendor solicitation, RR surface & RR signal construction management, plan review, project controls, agency invoicing, process agreements, and progress project to completion.

4. Construction

Construction of the at-grade crossing, pedestrian gates, emergency exits, and all other improvements within the Railway Right of Way as set forth on Exhibit B.

C. COSTS AND PAYMENTS.

Railway's financial contribution to the total Project cost shall be zero percent (0%) of the total Project cost, or zero dollars (\$0.00) based upon the confirmed construction contract amount as set forth on **Exhibit B**. The total Project cost may be modified by amendment with the mutual consent of Agency and Railway. In the interest of clarity and to avoid ambiguity, the flagging and protective services provided by Railway pursuant to Section I. (B) above are included in the total Project cost.

II. Construction Plans and Specifications

Railway's contractor shall perform its work in accordance with detailed plans and specifications which shall be prepared by Railway's contractor and submitted to Railway for approval of those sections that are applicable to Railway's right-of-way, facility or operations. No work pursuant to said plans and specifications shall be performed on the right-of-way of Railway prior to receipt of notices to

proceed given by Railway and Agency or their authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be a ratification or adoption by Railway of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for on Railway's right-of-way shall be performed at such time and in such manner as not to interfere unreasonably with the movement of trains or traffic upon the tracks of Railway. Agency or Agency's contractor shall reimburse Railway for one hundred percent (100%) of the actual costs related to flagging per Section I. (B)(1) of this Agreement. Railway will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement. Railway may bill the Agency monthly or periodically for its force account when costs exceed One Thousand dollars (\$1,000).

Wherever the safeguarding of trains or traffic of Railway is mentioned in this Agreement, it is intended to cover and include all users of Railway's tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in the Right of Entry Agreement, Attachment 2 (Roadway Worker Protection Training Policy) and Attachment 3 (Contractor Safety Rules), each as attached hereto and by this reference incorporated herein; Railway's contractor, in the exercise of the rights and in the conduct of the Project, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions thereof.

Railway shall ensure that its contractor(s) obtain and provide to Railway evidence that such contractor(s) have procured the insurance coverage described in **Exhibit C**, hereto attached, covering their work on Railway's property in connection with the Project.

V. Intentionally Omitted

VI. Funding and Signatory Warranty

Agency acknowledges that it has available all funds necessary to complete the Project, including the reimbursement of Railway for the estimated costs, as set forth in the initial estimate (**Exhibit B**).

Each party to this Agreement certifies that its signatory has the authority to enter into this Agreement on its behalf.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the Effective Date and shall continue for a period not to exceed the earlier of the condition precedent in Section IX. (B), if it occurs, or twelve (12) months after either (i) the date construction commences within Railway's Right-of-Way or (ii)

completion of the construction of the Project, as determined by Railway and subject to Section IX. (C). Agency's and Railway's obligations under Sections X. and XI. (B) shall survive the term of this Agreement.

Upon completion of the Project, Railway, at Railway's expense, will be responsible for the future maintenance of Railway's track infrastructure. The Railway at Agency expense will maintain the at-grade crossing, pedestrian gates, emergency exits, and all other improvements in the Railway Right of Way as set forth on Exhibit B.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors and permitted assigns.

IX. Construction

- A. The parties acknowledge that time is of the essence in the completion of the Project.
- B. Railway shall complete all construction for the Project located within Railroad's property and Railroad's right-of-way within ten (10) months of the Effective Date.

X. Indemnity

As a material inducement for entering into this Agreement, and without which Railway would not enter into the same, Agency covenants and agrees that:

- A. AGENCY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES OF EACH ("RAILWAY INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY WHATSOEVER (INCLUDING BUT NOT LIMITED TO PROPERTY OWNED BY OR IN THE CARE, CUSTODY, OR CONTROL OF RAILWAY INDEMNITEES, AGENCY OR ITS DESIGNEES), ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, AGENTS OR EMPLOYEES UNDER Section I. A. 1 of THIS AGREEMENT, EXCEPT TO THE EXTENT OF THE CRIMINAL OR INTENTIONAL ACTS, OR SOLE NEGLIGENCE, OF RAILROAD INDEMNITEES.

IT IS THE EXPRESS INTENTION OF AGENCY AND RAILWAY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY INDEMNITEES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY

SHALL NOT PROTECT RAILWAY INDEMNITEES FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL OR INTENTIONAL ACTIONS OR SOLE NEGLIGENCE OF RAILWAY INDEMNITEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY INDEMNITEES OWE NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFEWORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

- B. Agency shall be responsible for all damages and expenses on account of injuries, (including death) to, and property damage of, any of its employees, agents, subcontractors or representatives while on the property of Railway and shall indemnify, defend and hold Railway Indemnitees harmless from all claims of damage or suits which may arise, except and only to the extent that such claims, losses, damages or expenses are caused by the criminal or intentional acts, or negligence of Railway Indemnitees.
- C. IN NO EVENT SHALL RAILWAY INDEMNITEES OR AGENCY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

XI. Cancellation of Project; Termination of Agreement: Remedies

- A. If Agency determines it is necessary to cancel the Project for any reason, Agency may terminate this Agreement by delivery of written notice to Railway. Upon Railway's receipt of such notice, Railway shall proceed to stop work.
- B. Agency shall reimburse Railway for (i) all reasonable costs and expenses incurred in returning Railway's property to its original condition to Railway's reasonable satisfaction, and (ii) any of Railway's expenses incurred in connection with its provision of flagging and protective services up until the time of termination.
- C. Any delays in or failure of performance by either party under this Agreement will not constitute default or give rise to any claims for damages or penalties if the delay or failure is directly caused by a **Force Majeure Event**. A "**Force Majeure Event**" means any of the following and any other event, which are events, circumstances, or conditions beyond the reasonable control of the parties, including, without limitation, acts of God, riots, wars (whether declared or not), equipment malfunction, derailments, civil disturbances, civil disobedience, insurrections, acts of terrorism, sabotage, rockslides, landslides, snowslides, avalanches, earthquakes, explosions, floods, fire, underground damage, lightning, sustained abnormal weather conditions or other natural catastrophes and/or strikes, work slowdown, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g. SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other **Force Majeure Events**), whether or not of a similar kind or nature to any of the foregoing. The parties agree that a **Force Majeure Event** does not include economic hardship, changes in market conditions, or insufficiency of funds. Under no circumstances shall an obligation to pay monies owed under this Agreement be delayed, deferred, postponed or excused by a **Force Majeure Event**.

XII. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than Railway Indemnitees, the parties' successors and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one party of a breach hereof by the other party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the parties that its terms be not construed against any of the parties by reason of the fact that it was prepared by one of the parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

SURVIVAL. Agency's and Railway's indemnity obligations shall survive the expiration or termination of this Agreement along with any other right or obligation that is, by its express terms or nature and context, intended to survive.

The following is a list of the attachments:

Exhibit A – Project Plan Set

Exhibit B – Rail Services Cost Estimate

Exhibit C – Insurance Requirements

Attachment 1 – G&W Code of Ethics and Conduct

Attachment 2 – Roadway Worker Protection Training Policy

Attachment 3 – Contractor Safety Rules

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

TOWN OF EAST HARTFORD

Authorized Representative Signature

Authorized Representative (print) / Title

WITNESS:

**CONNECTICUT SOUTHERN RAILROAD,
INC.**

Authorized Representative Signature

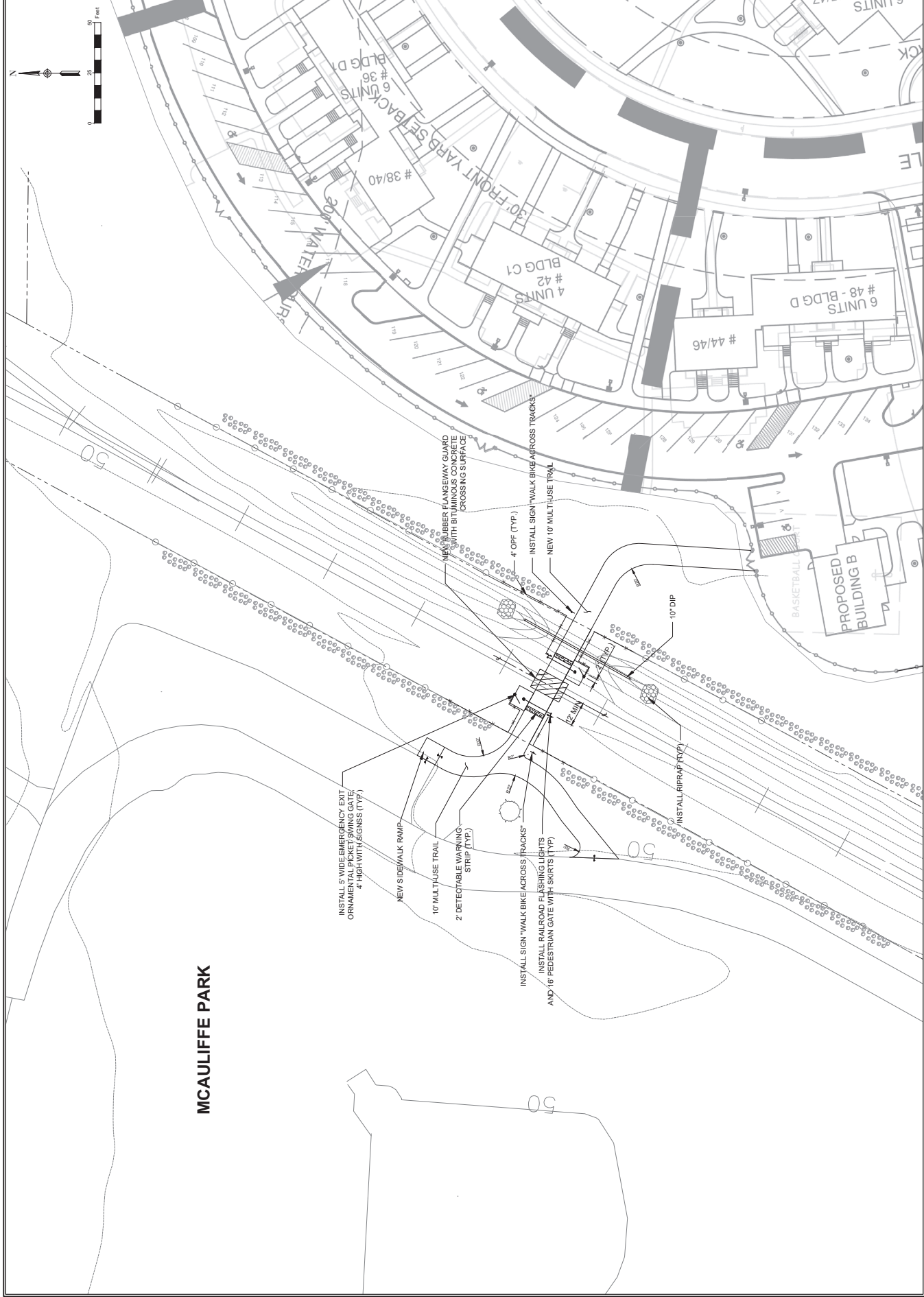
Authorized Representative (print) / Title



APPROVED BY:
COMMISSIONER OF PUBLIC WORKS
TOWN OF EAST HARTFORD
CONNECTICUT

22-A-005
MCAULIFFE PARK RAILROAD FOOTBRIDGE
EAST HARTFORD, CONNECTICUT

NO	DATE	DESCRIPTION



MCAULIFFE PARK

Exhibit B
Rail Services Cost Estimate

MAINTENANCE FEES

AGENCY shall pay RAILWAY a base annual fee of **\$ 5,000.00 per year** as a minimum signal maintenance fee ("Signal Maintenance Fee"). AGENCY shall have no right of refund for any cause whatsoever with respect to Signal Maintenance Fee payments paid to RAILWAY, which said sum shall be payable annually in advance commencing on the Effective Date and each anniversary of the Effective Date thereafter.

All future maintenance, repair and/or reconstruction of the Crossing surface shall be performed by RAILWAY, at the sole cost of the AGENCY, on an as-needed basis as determined by RAILWAY.

RAILWAY reserves the right to adjust the Signal Maintenance Fee on each anniversary date of this Agreement, or at such other times as conditions warrant, but in no event more than once per calendar year and in no event shall either such increase exceed five percent (5%) of the fee assessed for the immediately preceding year. Billing or acceptance by RAILWAY of any Signal Maintenance Fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

At no time shall the Signal Maintenance Fee be less than those fees payable as of the Effective Date of this Agreement.

Exhibit B

Force Account Estimate

OOM

Railroad:	Connecticut Southern Railroad (CSOR)	Region:	NORTHERN
Agency:	Town of East Hartford	State:	CT
DOT #:	TBD	COUNTY:	Hartford
ROADWAY:	McAuliffe Park Pedestrian Path	CITY:	East Hartford
DESCRIPTION:	GEC Services for support of the Pedestrian Path across CSOR at MP 0.75. Tasks include project research, correspondence, Surface/Signal Site Survey, create BoDs, surface/signal vendor solicitation, surface/signal construction, plan review, project controls, process agreements, and progress project to completion.		
AGENCY PROJECT NUMBER:		ESTIMATE SUBJECT TO REVISION AFTER:	01/02/23

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	20,000
Subtotal	\$	20,000

CONSTRUCTION & CLOSEOUT:

Contracted & Administrative Engineering Services	\$	17,100
Subtotal	\$	17,100

FLAGGING SERVICE:

Contracted or Railroad Flagmen Services	15 Days	\$	21,000
Subtotal		\$	21,000

UTILITY WORK:

Power Service	\$	-
Other	\$	-
Subtotal	\$	-

CONTRACT WORK:

Outside Services	\$	-
Design & Labor & Material	\$	235,135
Subtotal	\$	235,135

RAILROAD TRACK:

Labor & Material	\$	-
Subtotal	\$	-

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material	\$	-
Subtotal	\$	-

PROJECT SUBTOTAL:

		\$	293,235
Public Project Admin:	0.00%	\$	-
Contingencies:	10.00%	\$	29,323

PROJECT TOTAL:

	*****	\$	322,558
CURRENT AUTHORIZED BUDGET:	*****	\$	-
TOTAL SUPPLEMENT REQUESTED:	*****	\$	322,558

DIVISION OF COST:

Agency	100.00%	\$	322,558
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: SKS Approved by: Public Project Department
DATE: 07/06/22 REVISED: 07/06/22 DATE: 07/06/22

Exhibit C

Insurance Requirements

The coverages and limits required hereunder shall include the liability assumed by the named insured under the indemnification provisions contained in the Agreement between the Agency and Railway covering work to be performed upon or adjacent to Railway's property **Mile Post 0.75**:

The parties agree that the following coverages are material requirements of this Agreement and such coverages shall not be limited by Agency's inability to indemnify and hold harmless Railroad Indemnitees under applicable laws and regulations:

- (a) Agency shall, at its own cost and expense, prior to the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:
- (i) Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability-Railroads" endorsement, covering all liabilities assumed by Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of no less than two million dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of no less than six million dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.
 - (ii) Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees and shall name Railway Indemnitees as Additional Insureds.
 - (iii) Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of no less than one million dollars (\$1,000,000) for bodily injury by accident, each accident; one million dollars (\$1,000,000) for bodily injury by disease, policy limit; one million dollars (\$1,000,000) for bodily injury by disease, each employee. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Railway Indemnitees.
 - (iv) Prior to construction within fifty (50) feet of the Railway's tracks, Agency shall purchase Railroad Protective Liability Insurance naming Railway Indemnitees as the named insureds with limits of two million dollars (\$2,000,000) each occurrence and six million dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from Railway.
- (b) The following general insurance requirements shall apply:
- (i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.
 - (ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by Railway Indemnitees.
 - (iii) All insurance policies shall be endorsed to provide Railway with thirty (30) days prior written notice of cancellation, non-renewal or material changes.
 - (iv) Agency shall provide Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by date and description

and shall be furnished to Railway at the following address, or to such other address as Railway may hereafter specify:

Connecticut Southern Railroad, Inc. (CSOR); Attn: Public Projects Consultant: Alfred Benesch & Company, 4614 Red Fox Road, Oshkosh, WI 54904 AND Connecticut Southern Railroad, Inc., Attn: Katelyn Krysiak, 75 Hammond Street, Worcester, MA 01610.

- (v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:
 - a. The retroactive date shall be prior to the commencement of work.
 - b. Agency shall maintain such policies on a continuous basis.
 - c. If there is a change in insurer or policies are cancelled or not renewed, Agency shall purchase an extended reporting period of not less than three (3) years after the Agreement expiration or termination date.
 - d. Agency shall arrange for adequate time for reporting of any loss under this Agreement.
- c. Railway may require Agency to purchase additional insurance if Railway reasonably determines that the amount of insurance then being maintained by Agency is insufficient in light of all relevant factors. If Agency is required to purchase additional insurance, Railway will notify Agency. Failure of Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.
- d. Furnishing of insurance by Agency shall not limit Agency's liability under this Agreement but shall be additional security therefor.
- e. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.
- f. Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk
- g. If contractors are utilized by Agency, Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Property under this Agreement is completed to the satisfaction of and accepted by Railroad and thereafter until Agency has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Property.

Attachment 1

GWJ CODE OF ETHICS AND CONDUCT

GWJ Code of Ethics and Conduct: This document is located online at

[https://gwrr.com/about us/code-of-ethics](https://gwrr.com/about-us/code-of-ethics)

I certify that I have reviewed and understand the GWJ Code of Ethics and Conduct and agree to abide by this Code for the duration of this Agreement while performing services for Connecticut Southern Railroad, Inc.

Town of East Hartford

Printed Name, Title

Signature

Date

Attachment 2

ROADWAY WORKER PROTECTION TRAINING POLICY

Railroad and Contractor have a mutual interest in providing a safe workplace for the employees of both parties and in maintaining the integrity and security of Railroad's facilities and property (the "Property"). To help ensure this goal, Railroad has instituted a training program for all employees of Contractor or its subcontractor(s) seeking admission to the Property (the "Program"). These employees must successfully complete the Program. Contractor shall cause its employees, and shall cause its subcontractor to require its employees, to successfully complete the Program on an annual basis, at their sole cost and expense, prior to their admission onto the Property. The Program will be available on-line and administered by a third party on behalf of GWI. The cost per employee certification attempt is \$75.00 USD, payable via credit or purchasing card.

To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT

On-Line Portal please follow these instructions:

- Start at website <https://railpros.com/training/>
- Click on the "Online Training" button
- Select the G&W course by clicking on the course name or simply add to cart
- If creating an account for multiple people, adjust the quantity purchased to match the tests needed
- Create an account as a new user or use previous login information
- A username will be assigned after an account is created
- Fill out all of the fields on the payment page and submit
- You will be asked if this is for you or someone else, if it is for your use select you. If it is for members of your team, enter the name and contact information of those that will be taking the test
- After receiving the username and password go back to the On-Line University page and select the G&W course again
- Complete the registration process and training

All employees of the Contractor or its subcontractor(s) will be required to submit a copy of their training certification to the railroad personnel managing the applicable project

Attachment 3

Contractor Safety Rules



**CONTRACTOR
SAFETY
RULES**

Issued to all North American Subsidiaries of

Genesee & Wyoming Inc.

Effective April 1, 2002
Revised Dec. 31, 2006

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:**a. Safety Footwear:**

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

f. High-visibility Workwear

All contractors are required to wear approved high-visibility workwear when they are on duty or on the Company property. Such high-visibility workwear must be worn as the outermost layer of clothing.

- i. High-visibility workwear must be approved by the Regional Director of Safety and may consist of a vest, coveralls, T-shirt or other clothing of the prescribed color (yellow/green or orange) equipped with reflective striping as follows: a horizontal band around the waist, two vertical bands and/or an "X" on the back, and two vertical bands in front from the waist to the top of the shoulders. Stripes must be of silver or yellow reflective material and be at least 2 inches (5 cm) in width.
- ii. Vests must be properly sized and constructed with tear-away features as approved by the Regional Director of Safety.

GENESEE & WYOMING INC.

CONTRACTOR SAFETY RULES

- iii. Defective, damaged or lost workwear must be reported immediately to your supervisor and replaced before reporting for duty.
- iv. Exceptions:
 - (a.) High-visibility workwear is not required when you are in these locations:
 - Lunchroom;
 - Locker room;
 - Inside vehicles;
 - Inside railway passenger cars;
 - Inside locomotive cabs; or
 - Offices.
 - (b.) When employees are working on locomotives or other equipment inside shop buildings, high-visibility workwear is recommended. All employees working outside of shop buildings require approved high-visibility workwear.
 - (c.) Accommodations for unusual conditions will be at the discretion of the Regional Director of Safety.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. EXCEPTION: Emergency stop signals may be given by anyone

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
 - Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:Responsibilities:

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

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- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

- a. **Communicate with employees in the vicinity of the equipment and cover;**
 - Normal operating procedures including operator's blind spots.
 - Test the brakes immediately after starting.
 - Do not allow anyone to distract you or interfere with your duties.
 - Constantly look out for obstructions or unsafe conditions in the direction you are moving.
 - If you cannot see ahead or behind, designate another employee to keep a lookout for you.

The undersigned has read and understands these Genesee & Wyoming "Safety Guidelines for Contractors and Non-GWRR Personnel":

Printed Name, Title

Signature

Date

Contractor Safety Rules