

Robert J. Beak

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
NOVEMBER 16, 2021

2021 NOV 15 AM 11:53

TOWN CLERK
EAST HARTFORD
REVISED 11-15-21

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. October 19, 2021 Executive Session
 - B. October 19, 2021 Regular Meeting
 - C. November 8, 2021 Organizational Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Communication from Mayor Walsh
 - B. Resignation of Travis Simpson from Various Commissions
7. OLD BUSINESS
8. NEW BUSINESS
 - A. SiFi Project Agreement: Equipment and Easements at EHHS and PSC
 - B. 2021 State Bond Commission Urban Act Grant:
 1. East Hartford Senior Center Generator
 2. Renovations to the Veterans' Memorial Clubhouse
 - C. Silver Lane Sidewalk Project Encroachment Agreement
 - D. Emergency Management Performance Grant FY22
 - E. 2021 Homeland Security Grant Program
 - F. Referral to Ordinance Committee re:
 1. Tax Stabilization Reserve Fund
 2. Elderly Tax Freeze Program
 3. Local Option Tax Credit Program – increase Review
 - G. Referral to Fees Committee re: GHTD Surplus Ticket Books
 - H. Outdoor Amusement Permit Application: "Holiday Fest 2021"
 - I. **Successor Collective Bargaining Agreement between the Town of East Hartford and CSEA/SEIU Local No. 2001 effective July 1, 2021 through June 30, 2025:**
 1. Approval of Contract
 2. Contingency Transfer
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

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

12. ADJOURNMENT (next meeting: November 30th)

Robert J. Paak

TOWN COUNCIL MAJORITY OFFICE

2021 OCT 25 AM 8:48

OCTOBER 19, 2021

EXECUTIVE SESSION

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina
in Chambers Wilson, Minority Leader Esther B. Clarke, Councillors Connor Martin, Angela
Parkinson, Awet Tsegai, Patricia Harmon (via Teams) and John Morrison

ALSO Scott Chadwick, Corporation Counsel
PRESENT Devon Hartley, Attorney (via telephone) – Drubner & Hartley, LLC

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:05 p.m.

MOTION By Esther Clarke
seconded by Don Bell
to go into Executive Session to discuss the following cases:

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

Motion carried 9/0.

MOTION By Esther Clarke
seconded by Don Bell
to go back to Regular Session.
Motion carried 9/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Don Bell
to adjourn (7:19 p.m.)
Motion carried 9/0.

Attest

Richard F. Kehoe

Richard F. Kehoe
Town Council Chair

Robert J. Park

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"

2021 OCT 25 AM 8:48

OCTOBER 19, 2021

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson,
in Chambers Minority Leader Esther B. Clarke, Councillors Connor Martin, Angela Parkinson,
Awet Tsegai, Patricia Harmon (via Teams) and John Morrison

ALSO Marcia Leclerc, Mayor
PRESENT

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:37p.m. The Chair noted that this was a "hybrid" meeting, allowing citizens the opportunity to participate either in-person or virtually through Microsoft "Teams". He then announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

AMENDMENTS TO THE AGENDA

MOTION By Sebrina Wilson
seconded by Don Bell
to **amend** the agenda as follows:
under RECOGNITIONS AND AWARDS, **add**
A. Resolution Honoring Patricia Harmon
B. Resolution Honoring Esther Clarke
C. Resolution Honoring Marcia Leclerc
Motion carried 9/0.

RECOGNITIONS and AWARDS

Resolution Honoring Patricia Harmon

Vice Chair Don Bell read the following resolution:

PATRICIA HARMON

Whereas, Patricia "Pat" Harmon has served on the Town Council for a total of 15 years; and

Whereas, Pat was a member of numerous Town Council subcommittees that developed appropriate fees for town services, formulated tax policies including tax abatements; and

Whereas, Pat represented the Town Council on the Economic Development Commission, Emergency Medical Services and the Public Building Commission; and

Whereas, Pat's long history with town government and her experience working with parents and students as a school bus driver provided critical, unique perspective to the council's discussion on many issues; and

Whereas, Pat's genuine, passionate caring about the well-being of all East Hartford residents served as a vital guidepost for the Town Council during her tenure.

NOW, THEREFORE BE IT RESOLVED that the Town Council, along with Mayor Marcia A. Leclerc, extends its appreciation to Pat Harmon for her many positive contributions to the Town Council and her friendship over the years and wish Pat an enjoyable future with her family and friends.

An official citation for Councillor Harmon from the Connecticut General Assembly was read into the record by State Senator Saud Anwar.

The Council, along with Mayor Leclerc, congratulated Pat on her retirement and wished her well in the future.

Resolution Honoring Esther Clarke

Majority Leader Sebrina Wilson read the following resolution:

ESTHER B. CLARKE

Whereas, Esther Clarke has served on the Town Council for a total of 20 years, in three separate periods in the 1970's, the 1980's and most recently from 2013 through 2021; and

Whereas, Esther Clarke served on the first Emergency Medical Services Commission, formed to bring medical expertise to our fire department's response; and

Whereas, Esther has been a longstanding advocate for our fire and medical response – which is second to none in the state of Connecticut; and

Whereas, Esther has served as the Republican leader on the Town Council working with Town Council Democrats and the Mayor seeking compromise when possible while fiercely advocating the Republican position on municipal issues; and

Whereas, Esther has been a meticulous, detail oriented representative of the people's interests and has provided critical, important input into town ordinances and the budget.

NOW THEREFORE BE IT RESOLVED that the Town Council, along with Mayor Marcia A. Leclerc, recognizes the outstanding and longstanding contributions to the residents of East Hartford by Esther Clarke and extends its appreciation for her friendship and thoughtful approach to Council responsibilities and wishes Esther and Chuck many more days of happiness – and under par golf games!

An official citation for Councillor Clarke from the Connecticut General Assembly was read into the record by State Senator Saud Anwar and presented to Councillor Clarke.

The Council, along with Mayor Leclerc, thanked Esther for her dedication to the town and wished her well in the future.

Resolution Honoring Marcia Leclerc

Chair Rich Kehoe read the following resolution:

MARCIA A. LECLERC

Whereas, Marcia Leclerc served 7 years as a Town Councillor; and

Whereas, Marcia Leclerc assumed the position of Mayor upon the resignation of Mayor Melody Currey in January, 2011, and has served as Mayor for almost 11 years; and

Whereas, during her tenure, Marcia has expertly guided the town through hurricanes, week-long power outage during the October snowstorm, flooding and a once in a century pandemic; and

Whereas throughout these emergencies, Marcia exhibited clear vision of the problems at hand while ensuring the public was aware of the town's recovery efforts; and

Whereas, Marcia was a significant driving force behind the construction of a new senior center – a source of community pride and meeting place for seniors and all residents; and

Whereas, Marcia has ensured the town's historic buildings have been maintained and upgraded to ensure their ability to serve the residents of the town in the 21st century while maintaining a reminder of the town's long history; and

Whereas, Marcia has been a fierce advocate for the interests of the town's residents.

NOW THEREFORE BE IT RESOLVED that the Town Council extends its appreciation to Marcia Leclerc for her many contributions to the town of East Hartford, knowing that the town is on solid financial ground, providing tremendous services to town residents and has a bright future. The Town Council wishes Marcia well as she starts a new phase of her life and look forward to maintaining our friendship.

An official citation for Mayor Leclerc from the Connecticut General Assembly was read into the record by State Senator Saud Anwar and presented to her.

The Councillors thanked Marcia for her staunch loyalty and dedication to East Hartford and wished her a bright and rewarding future.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Ellen McCreery, 39 Greene Terrace, Chair of the East Hartford Redevelopment Agency, spoke in favor of the sale of 550-560 Burnside Avenue to Habitat for Humanity.

Gerry Maine, 42 Phillips Farm, Vice Chair of the East Hartford Redevelopment Agency, spoke in favor of the sale of 550-560 Burnside Avenue to Habitat for Humanity.

Nathaniel Sanzo, 23 Risley Street, inquired on (1) the sales price of 550-560 Burnside Avenue to Habitat for Humanity; (2) if Habitat will be selling the houses directly to the individuals; and (3) will there be a tax abatement offered to the new homeowners.

APPROVAL OF MINUTES

October 5, 2021 Regular Meeting

MOTION By Sebrina Wilson

seconded by Don Bell
to **approve** the minutes of the October 5, 2021 Regular Meeting.
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Presentation by the East Hartford Health Department re: Vaccination Efforts and Outreach

Laurence Burnsed, Director of Health & Social Services, gave a brief summary of the composition of the town's Health Department and their contributions to the community. Director Burnsed then gave a PowerPoint presentation to the Council that showed the number of residents with at least one COVID-19 vaccine and fully vaccinated as of October 13, 2021, compared to the same group from the state of Connecticut. Based on demographics, the town percentages are equal to or close to the statewide statistics. A copy of the presentation is on file in the Town Council office.

NEW BUSINESS

Personnel Policy Temporary Ratification

MOTION By Awet Tsegai
 seconded by Angie Parkinson
 that the Town Council **approve** the Personnel Policy that has been in place since September 29, 2020 with regard to non-classified service positions, provided such approval shall expire on December 31, 2021.
 Motion carried 9/0.

Council Appropriation of Bond Funds:

Department of Public Works Facility Feasibility Study and Improvements Analysis

MOTION By Don Bell
 seconded by Angie Parkinson
 that the Town Council **approve** the expenditure of appropriated funds that were approved by the voters at the November 2020 elections for the following two projects:

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

Motion carried 8/0. **Martin out of Chamber.**

Council Appropriation of Bond Premium Proceeds: Public Works Capital Equipment

MOTION By Don Bell
seconded by Awet Tsegai
to **adopt** the following resolution:

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

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

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

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

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

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

Bid Waiver: Eversource/Current Energy Solutions, LLC – East Hartford Community Cultural Center

MOTION By Angie Parkinson
seconded by Don Bell
that the Town Council **waive** the bidding requirements of Sections 10-7 and 10-12 of the East Hartford Code of Ordinances, and **authorize** the Mayor to execute a letter of agreement, loan agreement and related documents with Eversource, as well as a contract and associated documents with Current Energy Solutions, LLC or its affiliated entities, with respect to energy upgrades at the Community Cultural Center; the waiver being in the best interests of the Town as these energy upgrades are a responsible step for the Town to take to decrease its energy use and can be undertaken at little or no cost to the Town.
Motion carried 9/0.

Click It or Ticket Grant Program

MOTION By Awet Tsegai
seconded by Esther Clarke
to **adopt** the following resolution:

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

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

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

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

Sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity

MOTION By Angie Parkinson
seconded by Awet Tsegai
that pursuant to C.G.S Section 8-137, the East Hartford Town Council, **approve** the sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity of North Central Connecticut, Inc. (f/k/a Hartford Area Habitat for Humanity, Inc.) ("Habitat") pursuant to the general terms and conditions of the attached purchase and sales agreement, as the same may be modified, as deemed reasonable and necessary by the Office of the Corporation Counsel, for the sum of \$100,000, said sales price being contingent on verification by the Town Administration that Habitat has plans in place to establish and fund an adequate reserve for improvements and repairs to common elements in Habitat's proposed common interest ownership development.
Motion carried 9/0.

A copy of the purchase and sales agreement follows these minutes.

Reappointment of Hazelann Cook to the East Hartford Housing Authority

MOTION By Connor Martin
seconded by Esther Clarke
to **approve** the reappointment of Hazelann Cook to the East Hartford Housing Authority's Board of Commissioners, whose term shall expire on July 31, 2026.
Motion carried 9/0.

Referral to Fees Committee re: Senior Center Rental

MOTION By Connor Martin
seconded by John Morrison
to **refer** to the Fees Committee the establishment of fees for the rental and use of various areas in the Senior Center, including rental times and costs, with instructions to review the issue and report back to the Town Council with its recommendations, if any.
Motion carried 9/0.

Referral to Real Estate Acquisition & Disposition Committee re: Stub Road, Margery Drive

MOTION By Angie Parkinson
 seconded by John Morrison
 to refer to the Real Estate Acquisition & Disposition Committee the possible sale of the property that lies between 19 Margery Drive and 31 Margery Drive that the town has identified as a "stub road", to the abutting property owners, with instructions to investigate the issue and report back to the Town Council with its recommendations, if any.
 Motion carried 9/0.

Refund of Taxes

MOTION By Connor Martin
 seconded by Awet Tsegai
 to refund taxes in the amount of \$ 49,067.20
 pursuant to Section 12-129 of the Connecticut General Statutes.
 Motion carried 8/0. **Abstain: Clarke**

Bill	Name	Prop Loc/Vehicle Info.	Int Paid	Over Paid
2020-03-0051225	AMOAKO IVY S	2009/KMHDU46D19U688812	0	-95.17
2019-03-0052332	AWL PAINTING LLC	2008/1GCHK24K98E109429	0	-360.00
2020-03-0054271	BROADIE MAXINE P	2008/2HJYK16468H524687	0	-25.15
2020-03-0054404	BROWN HENRY L	2006/1GNNDT13S962119682	0	-45.09
2020-03-0055679	CASAOL HERMAN C JR	2009/SALFR24N49H116763	0	-125.10
2020-03-0056554	CLARKE ERIC P CMM	2003/1HGEM22953L030083	0	-9.09
2019-03-0057161	COLEMAN MARKEL K	2016/1HGCR3F82GA009760	0	-482.04
2020-03-0056816	COLEMAN MARKEL K	2012/JN1CV6AR1CM973287	0	-52.06
2020-03-0057562	CORMIER L P	2008/1FAHP27W68G134220	0	-61.42
2020-03-0057798	COVEY JOANNE	2003/2T1LR32E33C123573	0	-99.15
2019-04-0081682	CUEVAS IDAVELISE	2007/KMHFC46F27A215240	0	-22.86
2020-03-0059357	DHALI MUKUL KUMAR	2007/1HGCM56837A130470	0	-133.65
2016-03-0060627	DRAXLER THOMAS E	1969/440667958	0	-6.40
2016-03-0060628	DRAXLER THOMAS E	1979/1Z8789S444028	0	-16.00
2016-03-0060629	DRAXLER THOMAS E	2003/JTEHF21A230152916	0	-25.60
2017-03-0060753	DRAXLER THOMAS E	2003/JTEHF21A230152916	0	-67.50
2018-03-0060396	DRAXLER THOMAS E	2003/JTEHF21A230152916	0	-67.50
2019-03-0060534	DRAXLER THOMAS E	2003/JTEHF21A230152916	0	-67.50
2020-03-0060075	DRAXLER THOMAS E	2003/JTEHF21A230152916	0	-67.50
2019-03-0060898	EAN HOLDINGS LLC	2019/1FTYE9ZM1KKA75957	0	-624.60

2019-03-0060901	EAN HOLDINGS LLC	2018/3N1AB7AP4JY204202	0	-376.66
2019-03-0060904	EAN HOLDINGS LLC	2017/KMHCT4AE5HU377008	0	-310.50
2019-03-0060914	EAN HOLDINGS LLC	2018/JM3KFBDM4J0304926	0	-789.76
2019-03-0060919	EAN HOLDINGS LLC	2018/5NPD84LF0JH300210	0	-516.60
2019-03-0060921	EAN HOLDINGS LLC	2018/2T1BURHEXJC034942	0	-429.76
2019-03-0060922	EAN HOLDINGS LLC	2018/5NPD84LF8JH308099	0	-430.20
2019-03-0060928	EAN HOLDINGS LLC	2018/2T3RFREV6JW768707	0	-707.86
2019-03-0060929	EAN HOLDINGS LLC	2018/KM8J3CA46JU635860	0	-540.01
2019-03-0060934	EAN HOLDINGS LLC	2018/4T1B11HK0JU600928	0	-573.75
2019-03-0060935	EAN HOLDINGS LLC	2018/1FADP3F27JL315598	0	-147.60
2019-03-0060944	EAN HOLDINGS LLC	2018/5NPD84LF1JH329649	0	-430.20
2019-03-0060950	EAN HOLDINGS LLC	2018/3N1AB7APXJY302036	0	-301.51
2019-03-0060964	EAN HOLDINGS LLC	2018/3GNAXSEV4JS518890	0	-534.16
2019-03-0060982	EAN HOLDINGS LLC	2018/KNMAT2MT7JP585227	0	-499.51
2019-03-0060984	EAN HOLDINGS LLC	2019/5XXGT4L32KG285899	0	-144.00
2019-03-0060988	EAN HOLDINGS LLC	2018/3C4PDCEG9JT439275	0	-550.81
2019-03-0060995	EAN HOLDINGS LLC	2019/KNMAT2MV1KP500871	0	-445.50
2019-03-0061000	EAN HOLDINGS LLC	2018/JN1BJ1CR1JW293642	0	-497.70
2019-03-0061013	EAN HOLDINGS LLC	2019/2C4RC1BG4KR594423	0	-437.40
2019-03-0061018	EAN HOLDINGS LLC	2019/1C4HJXDG2KW518899	0	-666.46
2019-03-0061033	EAN HOLDINGS LLC	2019/1FMCU9GD5KUB06983	0	-673.66
2019-03-0061037	EAN HOLDINGS LLC	2019/1FMCU9GD5KUB09592	0	-551.26
2019-03-0061039	EAN HOLDINGS LLC	2019/1FM5K8F81KGB11948	0	-901.80
2019-03-0061050	EAN HOLDINGS LLC	2019/KM8K1CAA4KU281712	0	-208.36
2019-03-0061059	EAN HOLDINGS LLC	2019/2C4RDGEG5KR622113	0	-693.45
2019-03-0061069	EAN HOLDINGS LLC	2019/KM8J2CA43KU918687	0	-321.75
2019-03-0061078	EAN HOLDINGS LLC	2018/1C4HJWEG4JL921615	0	-994.50
2019-03-0061098	EAN HOLDINGS LLC	2018/1FMJK2AT4JEA39838	0	-1,138.05
2019-03-0061104	EAN HOLDINGS LLC	2018/3N1AB7AP2JY267881	0	-263.71
2019-03-0061114	EAN HOLDINGS LLC	2018/2C4RDGCG5JR299358	0	-600.30
2019-03-0061120	EAN HOLDINGS LLC	2018/KNJJP3A56J7888693	0	-418.96
2019-03-0061123	EAN HOLDINGS LLC	2018/1G1105S3XJU143601	0	-588.60
2019-03-0061128	EAN HOLDINGS LLC	2018/2C4RDGEG1JR285311	0	-597.16
2019-03-0061135	EAN HOLDINGS LLC	2018/1FADP3F23JL295267	0	-405.90
2019-03-0061140	EAN HOLDINGS LLC	2020/2GNAXUEV2L6102947	0	-534.61
2019-03-0061156	EAN HOLDINGS LLC	2019/1C4PJLDB8KD195933	0	-613.35
2019-03-0061159	EAN HOLDINGS LLC	2019/1C4PJMLB1KD182142	0	-645.76
2019-03-0061163	EAN HOLDINGS LLC	2018/1N4AL3AP2JC205124	0	-339.75
2019-03-0061204	EAN HOLDINGS LLC	2020/1N4BL4BV0LC149923	0	-126.90
2019-03-0061231	EAN HOLDINGS LLC	2020/JN8AT2MVXLW107799	0	-293.40
2019-03-0061240	EAN HOLDINGS LLC	2019/1N6AD0EV7KN723280	0	-607.06
2019-03-0061241	EAN HOLDINGS LLC	2019/1N6AD0EV1KN720648	0	-674.56
2019-03-0061243	EAN HOLDINGS LLC	2019/1N6AD0EV2KN732212	0	-674.56
2019-03-0061247	EAN HOLDINGS LLC	2019/1N6AD0EV8KN730691	0	-742.51

2019-03-0061260	EAN HOLDINGS LLC	2019/1FTEW1E51KFA65843	0	-675.44
2019-03-0061262	EAN HOLDINGS LLC	2019/1N6AD0EV0KN738204	0	-809.56
2020-03-0060845	ECHEVARRIA FELIX L	2012/1N4AA5AP8CC836822	0	-42.07
2019-04-0082421	ENGLISH MARGIE M	2000/2G4WY55J4Y1124060	0	-13.14
2020-03-0061302	EVANS DESTINY M	2013/JTMBFREV6D5014574	0	-106.52
2020-03-0061576	FELICIANO YAHAIRA	2014/JM3KE4DY8E0412134	0	-36.90
2020-03-0062120	FLEMING MATTHEW J	2017/4S4BSANC0H3278463	0	-117.18
2020-03-0062446	FORTUNATO JAMES L	1999/JT2BF22K9X0224646	0	-22.50
2020-03-0062546	FRANCIS BRAHEEM K	2006/2HGFG12626H509896	0	-10.26
2019-04-0083083	GUASTA MATTHEW P	2006/1FAFP34N56W236958	0	-67.50
2020-03-0064545	GUASTA MATTHEW P	2006/1FAFP34N56W236958	0	-67.50
2019-03-0066311	HERNANDEZ LUIS D	2019/JF1ZCAC1XK9600036	0	-701.56
2019-03-0066583	HINDS KAILA R	2018/1FADP3F20JL206240	0	-442.80
2020-03-0065808	HINDS KAILA R	2018/1FADP3F20JL206240	0	-215.33
2018-03-0066282	HIPPOLYTE KHALAI J	1996/3VWSA81H1TM051918	0	-35.60
2018-03-0066283	HIPPOLYTE KHALAI J	1999/2T1CF22P1XC233354	0	-66.75
2019-03-0066609	HIPPOLYTE KHALAI J	1996/3VWSA81H1TM051918	0	-31.55
2020-03-0065917	HOFFMAN BONNIE J	2006/SHSRD78566U414519	0	-13.23
2019-03-0066978	HONDA LEASE TRUST	2018/JHMZC5F31JC008121	0	-823.96
2020-03-0066142	HONDA LEASE TRUST	2018/19UUB2F63JA006939	0	-321.74
2020-03-0066149	HONDA LEASE TRUST HYUNDAI LEASE	2018/5J6RW2H56JL013637	0	-199.80
2019-04-0083607	TITLING TRUST	2020/KNDPMCAC7L7791149	0	-573.30
2020-03-0066866	ILOEJE NNAEDOZIE V	2005/JH4KB16545C019845	0	-135.45
2020-03-0066867	ILOEJE NNAEDOZIE V	2008/5TDBK23C38S011958	0	-32.40
2020-03-0066884	INGLETON ALEXANDRIA	2016/JM1DKBC78G0113477	0	-71.15
2019-03-0068651	JOSEPH NIGEL B	2016/1N4AL3AP4GN376549	0	-334.76
2019-03-0068945	KAMPFMAN BARBARA A	2011/JN8AF5MV1BT007373	0	-202.50
2019-03-0069586	KNOTT TYRIKAH O	2008/JNKAY01FX8M656497	0	-230.85
2020-03-0068966	LACKARD ALEXANDRA	2010/KMHDU4AD4AU133736	0	-23.98
2019-04-0084127	LANTEIGNE MICHEL J LAWRENCE	2011/1HGCP2F44BA084868	0	-67.50
2020-03-0069446	JACQUELINE M	2007/2HGFG12657H532557	0	-10.89
2020-03-0069632	LEBRON DANIZA L	2005/JNKC5V1E35M211780	0	-88.06
2020-03-0069873	LESTER KATHLEEN K	2013/1UJCJ0BR1D1PV0125	0	-452.84
2020-03-0070967	MALAVE ROSEMARY	2005/5FNRL38725B135314	0	-155.01
2019-03-0072333	MARINO JEFFREY J	2015/1N4AL3AP6FC471995	0	-231.43

2020-03-0050834	MELECIO JANET	2008/1HGCP25448A110315	0	-198.28
2020-03-0072908	MIKKELSON DAVID J	2007/1FTPX14547FB85313	0	-201.28
2020-03-0073856	MULHERRON PATRICIA	2001/1N4DL01D81C172678	0	-6.34
2020-03-0074537	NGUYEN VU P	2012/3TMMU4FN8CM048847	0	-50.44
2020-03-0074748	NISSAN INFINITI LT	2017/5N1DR2MM9HC903088	0	-494.42
2020-03-0074998	NOWELL MARGARET C	2016/2T1BURHE8GC525650	0	-31.54
2018-03-0076145	OLIVO TORRES JUAN L	2013/5TDDK3EHXDS183728	-16.34	-363.15
2019-03-0078083	PEREZ JUAN R	2017/JN8AT2MT0HW151686	0	-471.60
2020-03-0076737	PEREZ JUAN R	2017/JN8AT2MT0HW151686	-7.48	-498.60
2020-03-0077263	PINHEIRO JOSHUA E	2015/3FA6P0LU1FR250446	0	-160.20
2020-03-0078581	REYES PEDRO L	2006/JNKAY01F66M259821	0	-71.68
2020-03-0078883	RIVAS SONIA C	2002/1FMZU77E82UD27730	0	-61.15
2020-03-0078886	RIVEGLIA JOHN M	2005/1FTPW14505KC58913	0	-19.80
2018-03-0079986	RIVERA ILIANA	2012/5FNYP4H51CB038965	-85.61	-518.86
2019-03-0080642	RIVERA PASCUAL	2004/KM8SC73E34U837352	-16.40	-121.50
2019-03-0080643	RIVERA PASCUAL	2013/5TDDK3DC7DS049300	-26.67	-508.06
2019-03-0065352	SHAFFER KIM SKYLINE INDUSTRIAL	2015/2C4RDGBG1FR642353	-53.40	-395.55
2020-03-0082451	SERVICES LLC	2016/NM0GE9F73G1261035	0	-346.05
2018-03-0083655	SMITH LESA P	2014/4T1BF1FK6EU779812	-45.09	-375.75
2020-03-0082835	SOSA-HIRUJO RAMON	2002/2HNYD186X2H508068	0	-22.05
2019-03-0084577	SOTO MYRTA I	2015/2T2BK1BA8FC321227	-51.95	-769.50
2018-03-0085482	TORRES ANTONIO	2013/1FTFW1EF1DFA81220	-20.41	-317.87
2018-03-0087613	VW CREDIT INC	2018/WAUENAF46JA181993	0	-787.00
2018-03-0087615	VW CREDIT INC	2018/WA1LAAF74JD051607	0	-974.38
2018-03-0087619	VW CREDIT INC	2018/WAUENCF52JA112870	0	-905.84
2018-03-0087621	VW CREDIT INC	2018/WA1BNAFY6J2171865	0	-867.16
2018-03-0087628	VW CREDIT INC	2018/WA18NAF41JA181510	0	-991.70
2018-04-0089086	VW CREDIT LEASING	2019/WAUL2AF27KN078154	0	-577.98
2019-03-0088349	VW CREDIT LEASING	2016/1VWAT7A39GC060605	0	-61.38
2019-03-0088350	VW CREDIT LEASING	2016/1VWAT7A32GC069520	0	-30.51
2019-03-0088377	VW CREDIT LEASING	2019/WAUL2AF27KN078154	0	-1,655.56
2019-03-0088383	VW CREDIT LEASING	2019/WAUENAF48KA056155	0	-872.32
2020-03-0086382	VW CREDIT LEASING	2018/WA1BNAFY6J2022954	0	-922.86
2020-03-0086794	WEIR ROBERT E	2010/4T1BF3EK9AU065857	0	-145.57
2019-03-0088834	WEN JASMINE	2008/5GAEV13768J148733	0	-108.31
2019-03-0088835	WEN JASMINE	2007/5NPET46C67H284317	0	-11.80

2013-03-0088457	WILLIAMS RICHARD A	2009/JYARN23E79A001256	0	-950.00
2020-03-0087387	WILMOT DERLAN T	2008/2G1WT58K089191126	0	-53.55
				<hr/>
		SUBTOTAL	\$(323.35)	\$ (48,743.85)
		TOTAL		<u>\$ (49,067.20)</u>

Release of Approved ARPA Funds

MOTION By Don Bell
seconded by Sebrina Wilson
that the Town Council appropriate \$30,000 from the town's allocation of the American Rescue Plan Act funds (ARPA) from category 2.12 entitled "Aid to Other Impacted Industries" to secure the program "Threads of Assumption".
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke asked for an update on what is happening with keeping Stop & Shop in East Hartford. *Mayor Leclerc indicated that Stop & Shop would like to renew their lease on Silver Lane. However, there are obstacles with the new owners of the building and negotiations are pending. The town has conveyed its desire for Stop & Shop to remain on that site.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Property Damage: William Nesbitt, CIRMA Claim # A0939

MOTION By Sebrina Wilson
seconded by John Morrison
to **accept** the recommendation of Corporation Counsel to fully and finally settle the pending property damage claim of William Nesbitt, CIRMA claim #A09396, for a total sum of \$11,035.00.
Motion carried 9/0.

Opioid Litigation Brought By States and Local Subdivisions Against Three Pharmaceutical Distributors, Mckesson, Cardinal Health, and Amerisourcebergen, and One Manufacturer, Jansen Pharmaceuticals, Inc., And Its Parent Company, Johnson & Johnson.

MOTION By Sebrina Wilson
seconded by Esther Clarke
to **approve** two proposed nationwide settlement agreements (the "Settlements")

resolving all opioid litigation brought by the states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen (the "Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (collectively, "Janssen"). The Settlements will require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. More specifically, the Settlements will require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale, and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids. The Mayor is hereby authorized to execute the documents necessary to ensure the Town's participation in the Settlements, including, but not limited to, a participation agreement and registration with the National Opioids Settlement website.

Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Rachel Hernandez, 86 Williams Street, asked (1) what the procedures are for getting information on agenda items prior to going to the Town Council meeting; (2) if Habitat for Humanity will sell the units proposed at 550-560 Burnside Avenue to East Hartford residents only; and (3) the sales price for the land on Burnside to Habitat for Humanity. Ms. Hernandez also is not satisfied with the educational system in East Hartford.


Nathaniel Sanzo, 23 Risley Street, is concerned about the sales price of the Showcase Cinema site to the developer.

Carlos Martinez-Rivera, 190 Burnside Avenue, asked when police are going to install security cameras on the lower side of Burnside Avenue.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Don Bell
 to **adjourn** (11:41 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be November 16th.

Attest 
Angela M. Attenello
TOWN COUNCIL CLERK

Robert J. Pasek

TOWN COUNCIL CHAMBER

EAST HARTFORD, CONNECTICUT 2021 NOV 15 AM 10:27

NOVEMBER 8, 2021

TOWN CLERK
EAST HARTFORD

ORGANIZATIONAL MEETING

PRESENT Richard F. Kehoe, Donald Bell, Jr., Connor Martin, Angela Parkinson, Awet Tsegai, Sebrina Wilson, John Morrison, Tom Rup and Travis Simpson

CALL TO ORDER

In accordance with Section 3.2(a) of the Town Charter, Mayor Michael P. Walsh called the meeting to order at 7:30 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

Connor Martin announced that he would not take the oath of office, as after the election, Mayor Walsh offered him a position within the Administration that he has accepted.

Mayor Walsh stated that he was sworn in as Mayor earlier in the day by Robert Pasek, Town Clerk. He then called upon Robert Pasek, Town Clerk to administer the Oath of Office to the following elected officials:

TOWN COUNCIL

Donald Bell, Jr.
Richard Kehoe
John Morrison
Angela Parkinson
Tom Rup
Travis Simpson
Awet Tsegai
Sebrina Wilson

BOARD OF EDUCATION

Harry Amadasun, Jr.
Tyron Harris
Anabelle Diaz – not present
John Pereira
Valerie Scheer

SELECTMEN

Harrison Amadasun, Sr.
Charles Botts, III – not present
Rob Rosa – not present

CONSTABLES

Charles Clarke
Joshua Quintana
Daron Ross
Susan Tukey
Tia Woods – not present

TOWN TREASURER

John P. Murphy, Jr.

As a point of personal privilege, Mayor Walsh thanked all those involved in the town's recent election for their hard work and commitment to East Hartford.

He then recognized Awet Tsegai for purposes of initiating the motion to nominate the Council Chair.

NOMINATION OF COUNCIL CHAIR/DEPUTY MAYOR

MOTION By Awet Tsegai
 seconded by Angie Parkinson
 to **nominate** Richard F. Kehoe as Chair of the Town Council
 Motion carried 8/0.

The Mayor then yielded the floor and Rich Kehoe presided over the meeting as Chair.

NOMINATION FOR VICE CHAIR

MOTION By Sebrina Wilson
 seconded by Awet Tsegai
 to **nominate** Donald Bell, Jr., as Vice Chair of the Town Council.
 Motion carried 8/0.

NOMINATION OF COUNCIL CLERK

MOTION By Sebrina Wilson
 seconded by John Morrison
 to **nominate** Angela Attenello as Council Clerk.
 Motion carried 8/0.

RESOLUTION RELATING TO TIME, PLACE AND PROCEDURE FOR REGULARLY SCHEDULED AND SPECIAL COUNCIL MEETINGS

MOTION By Angie Parkinson
 seconded by Tom Rup
 to **adopt** the following resolution:

Whereas, Section 3.3(a) of the Town Charter of the Town of East Hartford requires that a resolution be adopted at this meeting governing the time and place of regularly scheduled meetings, and provide for the calling of Special Meetings.

NOW, THEREFORE, BE IT RESOLVED:

That the East Hartford Town Council meets regularly on the first and third Tuesdays of each month at 7:30 p.m., and at such other times as the Council shall designate, in the Council Chamber in the Town Hall of the said Town of East Hartford and at such other places as the Council shall designate.

Also, according to Section 3.3(a) of the Town Charter, that the Chair shall have the power to call a Special Meeting of the Council at any time and shall call such meeting whenever requested by one-third or more of the Councillors.

BE IT FURTHER RESOLVED:

That Robert's Rules of Order shall govern parliamentary procedure at all Town Council meetings, with the exception that (1) the Chair shall not be required to restate the motion of any Council member unless requested by another Councillor, or when in the discretion of the Chair, such restatement is necessary to avoid any confusion as to the motion; and (2) where such rules are in conflict with the provisions of the State Statutes, the Town Charter, or Town Ordinances.

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

SELECTION OF MAJORITY AND MINORITY LEADERS

Chair Kehoe announced that Sebrina Wilson will serve as the Majority Leader and John Morrison will serve as the Minority Leader. Chair Kehoe announced that the next regular Town Council meeting will be held on Tuesday, November 16th.

Each Councillor thanked their families and the residents of East Hartford for their support through the entire election process.

ADJOURNMENT

MOTION By John Morrison
 seconded by Don Bell
 to **adjourn** (8:13p.m.)
 Motion carried 8/0.

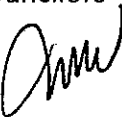
Attest Angela M. Attenello
 Angela M. Attenello
 TOWN COUNCIL CLERK



MEMORANDUM

DATE: November 12, 2021

TO: All East Hartford Town Councilors

FROM: Mike Walsh, Mayor 

TELEPHONE: (860) 291-7201

RE: **November Communication to the Town Council**

In an effort to increase communication between the Mayor's Office and the Town Council, please accept this memo for the month of November. It is my intent to regularly produce this memo and distribute it as part of the 2nd monthly Town Council package.

As you might imagine, after getting sworn in on Monday, it was a busy first week administratively. Accordingly, please accept the brief comments below on notable items.

1. **Transition Memo** – a complete list of appointments for my administration moving forward is attached. I'd like to take an opportunity to walk the Council and community through the memo as the changes are many. The memo moves the organization in a different direction by engaging more of the organization by pushing the operational duties to supervisors and capable employees. The goal is to free up bandwidth for each director so that they may concentrate on strategic initiatives and long-term planning and execution.
2. **East Hartford Master To Do List** – Nearly each line of the attached "To Do List" is assigned by initials to each director or Town Hall staff who "owns" this initiative which will allow me to better track the progress on that initiative.

With a pledge to work closely and cooperatively with the Town Council on all things "East Hartford", I encourage each of the members of the Town Council to carefully review this document and add any initiatives you may feel I've missed and I will prioritize them and add them to the directors "To Do" list.


As you review this document, please accept the following notes:

- a. Page 1 sets expectations for each director and department
- b. Page 2 are goals on defeating Covid and long-term planning in the Health Department
- c. Page 3 are foundational hopes for local education as an "engaged supporter of it"
- d. Page 4 is a roadmap as we deliver on equity within Town Hall
- e. Page 5 is a list of economic development initiatives and priorities
- f. Page 6 is the start of resetting relationships within the community
- g. Page 7 and 8 is reimagining Town Hall and reaching out to citizens through home visits or invitations to Town Hall to understand how they view our community

-
3. **The Memorial Day Parade** – in discussions with Veteran’s Commission Chair John Cook and Rich Kehoe on behalf of the Town Council, a Memorial Day Parade to honor our veteran’s will occur in May of 2022. Connor Martin and Roz White from the Office of Mayor will assist the commission as necessary and we look to include Goodwin University and Pratt and Whitney in the planning process.
 4. **The Mask Mandate** – after careful review of the current Covid-19 metrics, Health Director Laurence Burnsed lifted the local mask mandate. The school system remains under an Executive Order and certain other populations where high transmission or low vaccine rates exist are still encouraged to wear masks.
 5. **Wreath Laying with the Governor on Veteran’s Day** – I had the honor to attend a ceremony at Raymond Library coordinated with the local VFW that placed a wreath at the base of the Doughboy Statue with Governor Lamont. My office became aware of the ceremony late on Wednesday and pushed the information we had out quickly, so apologies for those who may not have been able to attend as the communication unfolded rapidly.
 6. **Notable Town Council Business**
 - a. Referral to Ordinance - Local Option Tax Credit Program – Increase Review
 - b. Referral to Ordinance – Examination of an Elderly Tax Freeze Program
 - c. Referral to Ordinance – Creation of a Tax Stabilization Reserve Fund
 - d. Referral to Fees – Surplus Greater Hartford Transit District Ticket Books to \$10
 7. **Stop and Shop** – I have called the representatives of both Stop and Shop and the owner of the plaza Stop and Shop is located in. While I will continue to engage both, recall that the plaza was recently in receivership status with much deferred maintenance. It appears that the new plaza owner desires to upgrade the plaza and needs market rents to achieve that goal. Stop and Shop has not achieved the margins they desire so they are unwilling to pay more rent. So at the moment, it remains a landlord tenant dispute with the community suffering when the store exits our community in early January. What I don’t know at the moment, but seek to find out, is what is the plan for the plaza and who will replace Stop and Shop? More to come on this as it unfolds.

Cc: Directors



TO: All Town Employees
FROM: Michael P. Walsh, Mayor 
DATE: November 12, 2021
RE: Memo: Transitional Administrative Changes

With a pledge to hit the ground running on day 1, the following appointments represent the changes in my administration effective immediately.

Office of Corporation Counsel

Corporation Counsel Scott Chadwick has notified me of his desire to dedicate more time to his private practice. Scott's legal wisdom and devotion to East Hartford are appreciated and will be missed. Jim Tallberg from the Law Firm of Karsten and Tallberg has agreed to join my administration as Corporation Counsel.

Richard Gentile, the Assistant Corporation Counsel, will now be a director-level position, providing direct support and assistance to the town as we focus on increasing economic development activity. Rich's former experiences as Town Council Chair and Redevelopment Chair will be invaluable in this role.

Christine Sasen, Risk Manager, will work from the Office of Corporation Counsel to better coordinate defense of all legal claims and provide the administration of insurance and indemnity coverages. Christine is a paralegal with unparalleled experience in municipal insurance and contract coverage.

Michael Ryan will provide administrative support to both the Office and Corporation Counsel and Risk Management allowing this office to function efficiently for internal and external clients.

Office of the Mayor

Assistant to the Mayor Jessica Carrero will remain attached to the Mayor's Office indefinitely to assist with the transition of administrations. Jessica has been an extremely valuable and tireless town-wide coordinator of all things East Hartford and I look forward to working more closely with Jessica to continue her tradition of exemplary project success.

Connor Martin will join the Mayor's Office assuming Jessica's role as Assistant to the Mayor. Connor will resign his position on the Town Council and will add the responsibility of Town Council Liaison and Public Information Officer to his job duties in an effort to increase internal and external communications transparency.

Rosamond White will also join the Mayor's Office, filling a position recently vacated. Roz will act in an administrative capacity directly supporting me and the Office of Mayor in general.

Office of Human Resources

Human Resources Director Theresa Buchanan has decided to pursue other opportunities. I wish Terri well and thank her for her service to the community. In her place, Sandy Franklin, Benefits Administrator will serve as the Interim Human Resources Director while a search is conducted for a permanent replacement. Sandy's years of experience in HR will serve her well as the search for a permanent Human Resources Director begins.

Public Works

After much consideration, I have added significant and important duties and responsibilities to John Lawlor's, Director of Public Works, position. Moving forward, John will be more closely aligned with the Office of Mayor and take on new duties related to the identification, coordination, and execution of Strategic Capital Planning and Other Initiatives. John's extraordinary talents and breadth of experience make him the perfect candidate to take on the many existing capital projects like road repair and Town Hall renovations, but at the same time, work on the forward-thinking tasks like a permanent solution to statewide refuse disposal.

John will also undertake the work of creating a 10-year infrastructure plan, a 10-year Parks plan, and a comprehensive rolling stock replacement plan. Finally, John will be the Town's technical support liaison to both the BOE and East Hartford Housing Authority on capital projects where the Town's assistance and expertise is required.

I single out John for his dedication and commitment to public service excellence and by accepting responsibility for a host of complex and multifaceted projects, will distinguish East Hartford moving forward.

Office of Finance

Finance Director Linda Trzetzak plans to move into retirement effective November 12th, which greatly saddens me as Linda has been a mentor, friend, and extraordinary financial leader to the community for decades. After a brief 2-week respite, Linda has agreed to stay on in a transitional role part-time for an extended period of time as we search for a replacement.

Grants Administrator Paul O'Sullivan has agreed to take on additional responsibility related to the accounting, programming, and recapture of tens of millions of dollars of American Rescue Plan and soon to be passed Federal Infrastructure funding. Paul will take on the title ARPA Czar. This position is vitally important to good fiscal management and transparency, and I thank Paul for stepping up to the plate.

Office of Information Technology

Roberta Pratt, Chief Information Officer to the Town and BOE, has been reassigned exclusively to the Board of Education effective immediately. While the loss of a unifying, strategic planner such as Roberta will have an enormous impact on the IT organization and I will personally miss her, we are fortunate to have long-time IT Supervisor Ken Sayers ready to steady the organization and absorb the planning work as we assess what staffing adjustments we need to make to build a resilient IT organization moving forward.

Fire Department

Chief John Oates has been presented with an extraordinary external opportunity that he is pursuing. Similarly, John has been a mentor, friend, and extraordinary leader of the Fire Department who will be sorely missed. John transitions out in about a month but has left us with a capable organization in place. Upon John's departure, I will be naming Assistant Chief Kevin Munson to the interim position of Fire Chief as we conduct a search for a permanent replacement.

Inspections and Permits Department

Greg Grew, Director of Inspection and Permits, has graciously agreed to continue on in his current capacity and will be returning to the office full time with a renewed commitment to instill a sense of business and resident-centric service culture within his organization. With a new and expanded staff focused on blight and quality of life issues, Greg will work more closely with all departments to create a new and positive user experience for all.

All Other Departments

Town Clerk Robert Pasek, Library Director Sarah Kline Morgan, Parks Director Ted Fravel, Health Director Laurence Burnsed, Youth Services Director Cephus Nolen, Development Director Eileen Buckheit, and Police Chief Scott Sansom have all agreed to return and have been reappointed.

I can say without reservation, based on my working experience with each director, that East Hartford has a talented pool of managers that I am proud to work with to serve the community.

I have made salary recommendations for each director to the Town Council consistent with the recently previewed Director's Salary Analysis for Competitiveness. If approved as presented, there will be no increase in total compensation to the Town as it exists today, and competitiveness will be achieved. I expect the Town Council will review those recommendations for approval by year-end.

Finally, in a conversation with the Town Veterans Commission Chairman John Cook and Town Council Chairman Rich Kehoe at the placing of flags on veterans' graves on Saturday, the three of us will work closely together to restore a Memorial Day Parade beginning in May of 2022.

We acknowledge that the work to plan the parade is beginning late, but will begin in earnest to create what initially is a smaller parade, but as meaningful a version in order to honor the sacrifice of our Veteran's that our community demands.

**The Town of East Hartford Master To Do List
As of November 8, 2021**

1. Family first – 24 hours in a day/8 sleeping/8 with family/8 with us – we are ½ your life
2. I am not your boss, I am your partner; you own the successes, I own the failures
3. I engage everybody at all layers inside and outside the organization, but I always have your back
4. You will be an extension of me and act on my behalf wherever you are as long as you keep me informed – the Town Council will have complete access to you
5. I won't tell you what you want to hear; I'll tell you what you need to hear
6. Do not tell me what the problem is, tell me what the solution is – be bold
7. We are moving to an employee centric culture – grievances are problematic
 - a. Every other one on one will include 1 to 2 layers of your staff
8. We manufacture service so every employee will embrace being public servants
9. You need to push most of your work to the supervisors to engage them, trust them, test them for a day when you are no longer here, and to build resiliency and continuity of operations for the organization
10. You will need to create capacity for long-term projects and strategic thinking
11. We will have 25 working projects – Mike Daniels will own the PowerPoint deck; each of you will own some of these projects
12. Norman and Linda Pinette Letter – here is how they feel about us
13. Homework for your one on one – how do we do new things? How do we do things differently? How do we do things better? How do we do things to improve the resident experience? How do we do things without increasing costs or better yet, by cutting costs? I want new ideas for your next one on one

**The Town of East Hartford Master To Do List
As of November 8, 2021**

A. Defeat Covid-19 and build Dept. of Health structural supports - LB

1. Address Covid-19 vaccination hesitancy - LB
2. ARPA Funds Planning - PO
 - a) Dept. of Health resiliency – build up - LB
 - i. Trusted Community Member added in Health - LB
 - ii. Trusted Community Member added in Development - EB
 - iii. First Choice expanded footprint - LB
 - iv. Access Health CT expanded footprint – LB/EB
 - v. UCONN Health - LB
 - vi. Stop and Shop needs to stay/we need a grocery store in the north end - EB
 - b) Workforce investment for East Hartford residents impacted by the pandemic – EB/PO/JC
 - a. EH Works – Governor’s Workforce Council – LB/EB/JC and Chiefs
 - b. Minority Construction Council – LB/EB/LC

**The Town of East Hartford Master To Do List
As of November 8, 2021**

A. Children return to in-person learning - BOE

1. Our distressed school district has been impacted the most by Covid-19
2. ESSER I, ESSER II, and ESSER III are for learning recovery. Funding can be dedicated to address learning loss through evidence-based interventions including summer learning, extended day programs, and after school programs
 - a) Identify the learning that's been lost – treat the baseline
 - b) Assess the emotional and social loss each child has suffered
 - c) Add Social Workers and Mental Health Councilors
 - d) Practice differential instruction assessing each child individually
 - e) Add tutors in Math and English for those who are most behind
 - f) Lengthen the school day and perhaps the school year
 - g) Integrate Loop learning – engage a familiar prior year teacher
 - h) Coronavirus is the curriculum – inequities abound and resonate
3. HVAC and air quality issues in public buildings, particularly schools - JL
 - a) Making investments in eligible capital projects to create long-term efficiencies - JL

**The Town of East Hartford Master To Do List
As of November 8, 2021**

B. Deliver on Equity

1. Racism is a public health crisis – diversity begins in the Mayor’s Office - CM
 - a) Work closely with the EHBC on policy direction - CM
 - i. Black Business Council – EB/CM
 - b) More diverse Directors, more diversity in hiring - MPW
2. East Hartford Works! (Kelli Vallieres) We become a pipeline - LB/EB/JC and Chiefs
 - a) Align with Governor’s Workforce Council as EH has a diverse pool of young adults
 - b) Certificate program preparing E.H. residents for open gov. jobs
 - i. Computer classes in Excel, Word, and Outlook
3. Public Housing Rolling Renovations (Mosquera-Bruno) - JL
 - a) Nine remaining Housing Authority projects in need of upgrades
4. Amplify messaging in English and Spanish - JC
5. Federal Reserve Bank minority lending program amplification - EB
6. Youth Center - JL
 - a) Youth Center transportation
7. Equity Bonding – JC/CM
 - a) Food Desert – both zip codes in town – LB/EB
 - b) Need a grocery store in the North end
8. Disparate Health Outcomes (UConn Health) - LB
 - a) Access Health Connecticut PILOT (James Michel)
 - b) Move our medical plan toward value-based payments for better outcomes
 - c) Seeking FQHCs to expand their footprint in East Hartford
9. McAuliffe Rail road crossing - JL
10. Land bank - GG

**The Town of East Hartford Master To Do List
As of November 8, 2021**

C. Local Economic Growth

1. Stop and Shop involvement - MPW
2. Silver Lane Plaza purchase, condemnation, or eminent domain – EB/RG/JL
3. Holiday Inn - GG
4. Habitat for Humanity outreach - MPW
5. CRDA update – MPW/EB
6. Jasco Apartments update - EB
7. Visit to Pratt - MPW
8. Visit to Goodwin – MPW/CM/EB
9. Broadband – Fiber for all to spur development (David Lehman) - JL
 - a) 100% in-ground (no municipal gain needed)
 - b) Fiber network already designed, financed, and shovel ready
10. State of Connecticut Equity Bonding – JC/CM
11. Call Topgolf - TF
12. Brewer Street to Silver Lane Rentschler Field throughway road - JL
13. The Rentschler Field Logistics Center – EB/JL
14. Connecticut Fastrak (DOT) - JL
 - a) A stop on Silver Lane
15. Double the effort to develop the Showcase Cinema site – EB/RG
16. Restaurant plan for Silver Lane Plaza – EB/JL
17. Turn the study on Silver Lane into actionable plans – EB/JL
18. Remarket Founders Plaza, address parking - EB
 - a) Riverfront housing
19. Finally execute on the Burnside Redevelopment sites vacant for over 20 years - EB
 - a) Owner occupied duplex housing
20. Central Website for Development and community happenings – JC/CM
21. Fix the 1983 town look - EB
22. Transportation to town events - TF
23. Childcare subsidy - TF
24. Cooperative Housing for the disabled - EB
25. Signage on 84, 91, and Route 2 – MPW/JL
26. Turn our attention to the warehouses on Park Avenue for creative reuse - EB
27. Mayberry Revitalization Zone and other ordinances – can we use them? - EB
28. Briefing on Silver Lane revitalization plan – EB
29. Moxie on the Rocks - GG

**The Town of East Hartford Master To Do List
As of November 8, 2021**

D. Reset Collaborations and Partnerships

1. Quarterly GuideStar Group – Strategic direction by local stakeholders – MPW/JC/JL
2. Work closely with Pratt & Whitney to understand their plan for Rentschler Field - MPW
 - a) Meet with Chris Calio to understand the long-term Pratt manufacturing plan
3. Work with Goodwin University to accelerate the development of their footprint - MPW
4. Reexamine our permit fees and internal departments so we're viewed as partners - GG
5. Giving employees a seat at the table to drive productivity and efficiency - Everyone
6. Reestablish a Chamber of Commerce - JC

**The Town of East Hartford Master To Do List
As of November 8, 2021**

E. Reimagine Town Hall

1. Monthly written summary of events to Town Council - MPW
2. Invitations to Town Hall - Kate
 - a) Becky Johanson – Welcome Center – MPW/Roz
 - b) Joel Custer – all other union heads
 - c) Paul McDougall – speed bump Godar Terrace – 860-818-4919
 - d) Alan Jacomini
 - e) Fred Mann
 - f) Rachel Hernandez
 - g) Bridgett Prince
 - h) Jody Carriero
 - i) Norman and Linda Pinette
3. Call Sherry Linton Massiah – IHS – 860-291-9787 - Kate
4. Solid waste solutions - JL
5. Park, building, rolling stock 10-year strategic capital plan - JL
6. One stop capital plan execution - JL
 - a) Regionalization
7. Welcome package to new residents - Roz
8. Inclusion Committee – notable dates published via website - Roz
9. One stop for Engineering, Inspections and Permits, Development - JL
10. Directors' salaries - MPW
11. Juvenile Crime - SS
12. Parks need major upgrades – TF/JL
13. Bulky waste and recycling enforcement - MAC
14. Burnham Street paving - JL
15. Alps flooding - JL
16. Rival Court flooding - JL
17. Explore a Land Bank to rehabilitate dilapidated properties more quickly - GG
18. More digitization - KS
 - a) Bulky waste permits
 - b) Anything else?
19. Inspections and Permits customer service delivery - GG
20. Public Works employee angst – MAC/JL/MPW
21. Corporation Counsel service delivery – RG/JT
22. Human Resources - SF
 - a) Monthly retiree breakfast – Joe Casello and 2021 retirees
 - b) Monthly new employee hire summary
 - c) Exit interviews
23. State aid -MPW
 - a) Covid-19 and FEMA - PO
 - b) Is there money to recover?
24. Key Performance Indicators (KPIs) - MPW
 - a) Fund Balance

**The Town of East Hartford Master To Do List
As of November 8, 2021**

- b) Bond rating
 - c) Municipal Fiscal Indicators
 - d) Medical Reserve Fund
 - e) Other Reserve Funds
 - f) Unfunded Liabilities
25. The 5-Year Capital Planning Process - PL
- a) Needs to be the 10-year Capital Planning Process
 - b) Equipment rotation more regularly – sinking fund
26. Continuity of Operations - Everyone
27. Examine department to deliver better service at lower cost - Everyone
28. Rental rooms more prominent - TF
29. Elderly Freeze - LT
30. Local option \$300 increase - LT
31. Food Trucks - TF
32. Skating rink - TF
33. Finance 101, maintenance 101 – SKM
34. Museums Art Space

ARPA Czar – Paul O’Sullivan

Funding Available

23.0 million	American Rescue Plan Act BOE
14.0 million	American Rescue Plan Act Town
12.0 million	State bonding residual (DECD)
4.5 million	FY 22 State Aid to Distressed Munis – Covid Recovery
3.0 million	Silver Lane Corridor Improvements – 2016 Bonding



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: RESIGNATION: Boards and Commissions

Attached is an email received by my office from Travis Simpson, who is resigning from his positions as a full member and vice chair of the Historic District Commission, full member of the Public Building Commission and full member of the Planning and Zoning Commission.

Please place this resignation on the November 16, 2021 Town Council Agenda and share our appreciation as a community for the valuable service he has provided by volunteering his time on the above mentioned Commission.

C: R. Pasek, Town Clerk

From: Simpson, Travis J <Travis.Simpson@windstream.com>

Sent: Thursday, November 4, 2021 3:43 PM

To: Attenello, Angela <Aattenello@easthartfordct.gov>; Prescille Yamamoto <pfyamamoto@sbcglobal.net>; Pasek, Robert <rpasek@easthartfordct.gov>; Leclerc, Marcia <MLeclerc@easthartfordct.gov>

Subject: Resignation letter from Travis Simpson for various Boards and Commissions.

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

To the East Hartford Town Clerk, East Hartford Town Council, Office of the Mayor, and Prescille Yamamoto EHRTC Chair

It is with regret that I Travis J Simpson am resigning effective November 8th, 2021 from the following Boards and Commissions that I have been appointed to serve on for the Town of East Hartford Ct. It has been my pleasure, and honor to serve the residents of our community in my capacity as a member of these Boards and Commissions. Due to my recent election to the East Hartford Town Council, our town charter mandates I resign so that I can begin service to our residents in my new capacity as a town councilor for the next term.

Boards and Commissions effected:

Historic District Commission

Property Maintenance Code Board of Appeals

Public Building Commission

Planning and Zoning Commission

Gratefully yours,

Travis J. Simpson

119 Naubuc Ave., East Hartford, CT. 06118

860-983-0764



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: SiFi Project Agreement

On December 28, 2017, SiFi Networks East Hartford, LLC ("SiFi") and the Town of East Hartford entered into a Public Way License Agreement, which allowed SiFi to place portions of its proposed system in the Town's roads and public right of way.

Since then, SiFi has identified additional areas outside of the right of way – the East Hartford High School at 869 Forbes Street, and East Hartford Public safety Complex at 31 School Street, where equipment needs to be located and easements have to be granted.

To allow for the placement of SiFi's equipment at these locations, the Town Council must authorize the Mayor to enter into the enclosed agreement.

Please place this item on the Town Council Agenda for the November 16th, 2021 meeting.

Cc: R. Gentile, Assistant Corporation Counsel
J. Lawlor, Public Works Director
D. Wilson, Town Engineer

MEMORANDUM
OFFICE OF THE CORPORATION COUNSEL

To: Mayor Walsh

From: Rich Gentile, Assistant Corporation Counsel

Date: November 7, 2021

Re: SiFi Project

As part of its fiber optics system, Sifi Networks East Hartford, LLC ("Sifi") and the Town of East Hartford entered into a Public Way License Agreement, dated December 28, 2017 (the "License Agreement"). That agreement generally allowed Sifi to place portions of its proposed system in the Town's roads and public right of way ("Right of Way"). As build out begins, Sifi has identified two areas outside of the Right of Way where certain equipment needs to be located, and easements granted. Specifically, SiFi has asked to place certain equipment on portions of the East Hartford High School ("EHHS") property, 869 Forbes Street (the "High School Property"). The High School Property currently comprises a small portion of the EHHS campus.¹ In addition, Sifi has also asked to utilize a portion of property at the Town's public safety complex ("Public Safety Complex") for the same purposes described above.

To allow for the placement of SiFi's equipment at the High School Property, and the Public Safety Complex, and the granting of associated rights and easements, I ask that you request that the Town Council authorize you to enter into the attached First Amendment to Public Way License Agreement. The agreement, and attached maps, show the areas impacted at both locations and the contemplated easements.

The Town Council may consider the following motion:

Move:

That the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee, hereby authorize Mayor Michael Walsh to execute the attached First Amendment to Public Way License Agreement, with such changes as he deems necessary to allow for the placement of equipment and granting of associated easements, for Sifi Networks East Hartford, LLC's fiber optics system.

¹ While the High School Property is owned in fee title by the Town, pursuant to State law it has been dedicated to school use and is currently controlled by the Board of Education. We have asked the Board of Education to relinquish control of the High School Property, back to the Town, at its November 15, 2021.

FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT (cont'd)

(SiFi Networks East Hartford LLC)

This FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT (“**Amendment**”), dated _____, 2021 (“**Amendment Effective Date**”), is made between the Town of East Hartford, Connecticut, a political subdivision of the State of Connecticut (“**Town**”), and SiFi Networks East Hartford LLC, a Delaware limited liability company (“**PERMITTEE**”) (each sometimes referred to as a “**Party**” and collectively referred to as the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings assigned such terms in the Development Agreement (defined herein).

RECITALS

A. The Town and PERMITTEE entered into a Development Agreement, dated December 28, 2017 (“**Initial Development Agreement**”), a First Amendment to Development Agreement dated May 27, 2020 (“**First Amendment**”), and a Second Amendment to Development Agreement dated February 10, 2021 (“**Second Amendment**”) (the Initial Development Agreement, the First Amendment, and the Second Amendment being collectively referred to herein as the “**Development Agreement**”), a Public Way License Agreement, dated December 28, 2017 (the “**License Agreement**”), and a Smart City Services Management Agreement, dated December 28, 2017 to construct the System within the Boundary.

B. The License Agreement currently delineates areas within the Town’s public right of way where the System may be placed.

C. The parties wish to expand the scope of the License Agreement to include areas within Town, owned or controlled by the Town where control boxes, shelters and cabinets that comprise part of the System will be located.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are acknowledged and agreed to by the Parties and incorporated herein.

Section 2. Expansion of Public Way. The Public Way shown on Exhibit A of the License Agreement is hereby expanded to include those locations described on Exhibit A attached hereto (“**Expansion Area**”).

Section 3. Terms. Except as expressly set forth herein, all the terms, definitions, conditions and obligations under the License Agreement shall remain in full force and effect.

Section 4. Paragraph 8 of the License Agreement is hereby amended so that the PERMITTEE shall not install or construct any other structures or improvements in the Expansion Area other than those described in Exhibit B attached hereto (“**System Description**”).

Section 5. Paragraph 10 of the License Agreement is hereby amended to exclude the Lease Area for the EHHS Location and the Lease Area for the PSC Location, as set forth in Exhibit A. from the reference to the License Area. Access Easements and Utility Easements, as shown on Exhibit A, shall be non-exclusive.

FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT (cont'd)

(SiFi Networks East Hartford LLC)

Section 6. Maintenance. PERMITTEE agrees to maintain all structures and improvements in the Expansion Area, including but not limited to clearing gravel pathways and easements of grass and weeds, repairing and replacing gravel as necessary, and maintaining and repairing all fencing including broken or damaged sections or slats. Maintenance shall be completed within sixty (60) days of notice from Town to PERMITTEE.

Section 7. Governing Law. This Amendment shall be deemed to be executed in the State of Connecticut and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Connecticut as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

Section 8. Counterparts. This Amendment may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9. Effective Date. This Agreement shall be effective as of the Amendment Effective Date.

(The next page is the signature page.)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Amendment Effective Date.

TOWN OF EAST HARTFORD, CONNECTICUT,
a political subdivision of the State of Connecticut

By: _____
Name: Michael P. Walsh
Title: Mayor

Approved as to form:

By: Richard P. Gentile
Name: Richard P. Gentile
Title: Assistant Town Attorney

SIFI NETWORKS EAST HARTFORD LLC
a Delaware limited liability company

By: _____
Name: Ben Bawtree Jobson
Title: Chief Executive Officer

FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT

(SiFi Networks East Hartford LLC)

EXHIBIT A - EXPANSION AREA

The Expansion Area shall consist of:

- A portion of the East Hartford High School (EHHS) property (land now or formerly land of the Town of East Hartford known as 969 Forbes Street, recorded Volume 499, Page 37 of the East Hartford Land Records) that is adjacent to the right-of-way for Leonard Drive
- A portion of the East Hartford Public Safety Complex (PSC) property (land now or formerly known as 31 School Street, a.k.a. Volume 136, Page 149 of the East Hartford Land Records) which is adjacent to the right-of-way for School Street

EHHS Location

The Expansion Area at the EHHS property consists of a Lease Area, an Access Easement and two Utility Easements, all of which are shown on a map entitled "Property and Topographic Survey, Land Now or Formerly of Town of East Hartford, Volume 499, Page 37, 17 Leonard Drive, 869 Forbes Street, East Hartford, Connecticut, prepared by Delta Surveying Services, LLC of Ellington, CT, Job No. 19-014, Scale 1"=20', June 11, 2021, Dwg. No. 1, Sheet 1 of 1".

The Lease Area is described as follows:

Commencing at the northeasterly corner of said lease area, said point being south 07°19'05" east 33.64 feet and South 86°24'43" west 42.34 feet from the northwesterly street line of Leonard Drive; thence running south 03°35'17" east 30.00 feet, thence South 86°24'43" west 48.00 feet, thence North 03°35'17" west 30.00 feet and thence North 86°24'43" east 48.00 feet Through land now or formerly of Town Of East Hartford to the point and place of commencement.

The Access Easement is described as follows:

Commencing at a point on the northerly street line of Leonard Drive, said point being the southeasterly corner of said access easement; thence running south 82°40'55" west 78.04 feet along the northerly street line of Leonard Drive; thence running south 86°24'43" west 28.02 feet, thence South 03°35'17" east 65.57 feet and thence South 86°24'43" west 12.00 feet through land now or formerly of Town Of East Hartford; thence running north 03°35'17" west 77.57 feet along the proposed lease area and through land now or formerly of Town of East Hartford, partly by each; thence running north 86°24'43" east 39.63 feet, thence North 82°40'55" east 77.65 feet and thence South 07°19'05" east 12.00 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT (cont'd)

(SiFi Networks East Hartford LLC)

EXHIBIT A - EXPANSION AREA (cont'd)

The northerly Utility Easement is described as follows:

Commencing at a point on the westerly street line of Leonard Drive, said point being south 07°19'05" east 25.62 feet from the northwesterly street line of Leonard Drive. Said point of commencement being the northeasterly corner of said utility easement; thence running south 07°19'05" east 8.02 feet along the westerly street line of Leonard Drive; thence running South 86°24'43" west 57.34 feet through land now or formerly of Town of East Hartford and along the proposed lease area, partly by each; thence running North 03°35'17" west 8.00 feet and North 86°24'43" east 56.81 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

The southerly Utility Easement is described as follows:

Commencing at a point on the westerly street line of Leonard Drive, said point being south 07°19'05" east 63.70 feet from the northwesterly street line of Leonard Drive. Said point of commencement being the northeasterly corner of said utility easement; thence running south 07°19'05" east 8.02 feet along the westerly street line of Leonard Drive; thence running South 86°24'43" west 64.81 feet and North 03°35'17" west 8.00 feet through land now or formerly of Town of East Hartford; thence running North 86°24'43" east 64.29 feet along the proposed lease area and through land now or formerly of Town of East Hartford, partly by each, to the point and place of commencement.

PSC Location

The Expansion Area at the PSC property consists of a Lease Area, an Access Easement and two Utility Easements, all of which are shown on a map entitled "Property and Topographic Survey, Land Now or Formerly of Town of East Hartford, Volume 136, Page 149, 31 School Street, East Hartford, Connecticut, prepared by Delta Surveying Services, LLC of Ellington, CT, Job No. 19-015, Scale 1"=20', June 11, 2021, Dwg. No. 1, Sheet 1 of 1".

The Lease Area is described as follows:

Commencing at the northeasterly corner of the proposed lease area, said being south 71°14'36" west 36.73 feet from a point on the westerly street line of School Street; thence running south 18°45'24" east 48.00 feet, thence south 71°14'36" west 30.00 feet, thence north 18°45'24" west 48.00 feet and thence north 71°14'36" east 30.00 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT (cont'd)

(SiFi Networks East Hartford LLC)

EXHIBIT A - EXPANSION AREA (cont'd)

The Access Easement is described as follows:

Commencing at a point on the westerly street line of School Street, said point being the northeasterly corner of said access easement; thence running south $21^{\circ}04'06''$ east 12.00 feet along the westerly street line of School Street; thence running south $69^{\circ}17'11''$ west 74.44 feet, north $20^{\circ}34'36''$ west 123.06 feet, thence north $56^{\circ}29'42''$ west 38.46 feet and north $18^{\circ}45'24''$ west 12.89 feet through land now or formerly of Town of East Hartford; thence running north $71^{\circ}14'36''$ east 57.00 feet through land now or formerly of Town of East Hartford and along the proposed lease area, partly by each; thence running south $18^{\circ}45'24''$ east 12.00 feet, south $71^{\circ}14'36''$ west 42.51 feet, south $56^{\circ}29'42''$ east 34.18 feet, south $20^{\circ}34'36''$ east 114.92 feet and north $69^{\circ}17'11''$ east 62.34 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

The northerly Utility Easement is described as follows:

Commencing at a point on the westerly street line of School Street, said point being the northeasterly corner of said utility easement; thence running south $18^{\circ}45'24''$ east 8.00 feet along the westerly street line of School Street; thence running south $71^{\circ}14'36''$ west 36.73 feet through land now or formerly of Town of East Hartford; thence running north $18^{\circ}45'24''$ west 8.00 feet along the proposed lease area; thence running north $71^{\circ}14'36''$ east 36.73 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

The southerly Utility Easement is described as follows:

Commencing at a point on the westerly street line of School Street, said point being the northeasterly corner of said utility easement; thence running south $21^{\circ}04'06''$ east 8.01 feet along the westerly street line of School Street; thence running south $71^{\circ}14'36''$ west 37.83 feet through land now or formerly of Town of East Hartford; thence running north $18^{\circ}45'24''$ west 8.00 feet along the proposed lease area; thence running north $71^{\circ}14'36''$ east 37.83 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

FIRST AMENDMENT TO PUBLIC WAY LICENSE AGREEMENT (cont'd)

(SiFi Networks East Hartford LLC)

Structures and improvements within the Expansion Area shall be as shown on the following drawings:

EHHS Location

Plans entitled "Construction Drawings, SiFi Networks Shelter Site, East Hartford High School, 25 Leonard Drive, Hartford County, East Hartford, CT 06118, owner SiFi Networks, Project Manager Arcadis, Drawn by SAS, Checked by JPB, Project No. 20-159-00, Stamped and Signed by James Burdorf, PE No. 33541, 10/12/21" consisting of 50 sheets.

PSC Location

Plans entitled "Construction Drawings, SiFi Networks Shelter Site, East Hartford Public Safety Complex, 69 School Street, Hartford County, East Hartford, CT 06118, owner SiFi Networks, Project Manager Arcadis, Drawn by SAS, Checked by JPB, Project No. 20-159-00, Stamped and Signed by James Burdorf, PE No. 33541, 10/12/21" consisting of 50 sheets.

TO PRINT THIS 11" X 17" DOCUMENT TO SCALE, SET THE PRINTER SETTINGS IN ADOBE TO PRINT TO ACTUAL SCALE.

CONSTRUCTION DRAWINGS SIFI NETWORKS SHELTER SITE EAST HARTFORD HIGH SCHOOL

25 LEONARD DRIVE
HARTFORD COUNTY
EAST HARTFORD, CT 06118

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



DRAWN BY: SAS
CHECKED BY: JPB

DATE	SUBMITTALS DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



PROJECT NO: 20-159-00
SHEET TITLE: COVER SHEET



ENGINEER: [Name]
SHEET NUMBER: 01

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED 10'X20' PREFABRICATED TELECOMMUNICATIONS SHELTER WITH DIESEL BACKUP GENERATOR ALL ON A SINGLE STEEL SKID. THE SHELTER IS TO BE SITED ON A GRADING AND EROSION CONTROL PLAN. CONDUITS AND HANDHOLES TO PROVIDE NETWORK ACCESS TO THE SHELTER. SHELTER TO HOUSE FIBER OPTIC EQUIPMENT, BATTERIES, RECEIVERS AND SUPPORTING ELECTRICAL EQUIPMENT.

DRAWING INDEX

- COVER SHEET & PROJECT INFORMATION
- GENERAL NOTES
- EARTHWORK & CONCRETE NOTES
- SURVEY
- SITE PLAN
- GRADING & EROSION CONTROL PLAN
- CONDUIT PLAN
- CONCRETE FOUNDATION PLAN
- SHELTER ELEVATIONS
- SITE CIVIL DETAILS
- SITE CIVIL & FENCING DETAILS
- W-SLAT FENCE DETAILS

SITE DATA

UNMANNED TELECOMMUNICATIONS SHELTER IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

LATITUDE: 41.759966
LONGITUDE: -72.606290
HANDICAP REQUIREMENTS:
JURISDICTION: EAST HARTFORD, CT
TOWN OF: EAST HARTFORD
SHELLER MANUFACTURER: Thermobond Buildings, Inc.
OWNER: [Name]

VICINITY MAP



PROJECT TEAM

Land Surveyor: Delta Surveying Services, LLC
75 Ellington Avenue,
Ellington, CT 06029
(860)-444-4678
jantarcas@gmail.com

Geotechnical Engineer: Down To Earth Consulting, LLC
465 New Kroner Rd.
Albany, NY 12205
(518)-369-8291
soudan@downtoearthconsulting.com

Shelter Manufacturer: Thermobond Buildings, Inc.
Rick Pieter, VP of Operations
(303)-667-4904

LEGEND & SYMBOLS

---	CENTERLINE
---	PROPERTY/LEASE LINE
---	PROPOSED CONDUIT
---	POWER CONDUIT
---	TELEPHONE CONDUIT
---	AERIAL ELECTRICAL LINE
---	CONDUIT CABLE/CONDUIT
---	OVERHEAD CONDUCTORS
---	CHAIN LINK FENCING

ABBREVIATIONS

AL	ALUMINUM	PRELIM	PRELIMINARY
ANT	ANTENNA	QTY	QUANTITY
ACL	ASIDE	RD	RADIATION
ASL	ASIDE MEAN SEA	RC	RAD CENTER
APV	APPROXIMATE	RELOC	RELOCATED
APPR	APPROX	REQD	REQUIRED
BA	BATTERY	SH	SHOULDER
BC	BOLT CIRCLE	SHW	SHOW
BRK	BRACKET	SS	STAINLESS STEEL
CB	CENTERLINE	STD	STANDARD
CONC	CONCRETE	STR	STRUCTURAL
CON	CONDUIT	SQ	SQUARE
DN	DOWN	THD	THREAD
DN	DOWN	TRD	TRUSS
EL	ELEVATION	TRP	TYPICAL
EMBED	EMBEDMENT	UBC	UNIFORM BUILDING CODE
ENCL	ENCLOSURE	W/	WITH
EQPT	EQUIPMENT	W/	WITH
EQ SP	EQUAL SPACE	WTR	WATER
HGT	HIGHT	WTR	WATER

GENERAL NOTES

1. Prior to commencement of construction, the contractor shall verify all dimensions, and conditions affecting their work with the actual conditions at the job site. In addition, the contractor must verify the line and grades. If there are any discrepancies from what is shown on the construction plans, and/or special details. The contractor shall secure written instruction from the engineer prior to proceeding with any part of the work affected by omission or discrepancies. Failing to secure such instruction, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question arising with respect to the true meaning of the construction plans or specifications, the decision of the engineer shall be final and conclusive.
2. Town of East Hartford, CT codes & requirements shall be adhered to at all times by the contractor.
3. The construction plans, and subsequent details are all to be considered as part of the contract. Incidental items or accessories necessary to complete this work may not be specifically noted but are to be considered part of the contract.
4. The contractor shall notify CallBeforeYouDig (811), and any applicable engineering or building departments two (2) working days minimum prior to start of work. As required, the utility companies will establish the approximate location of underground pipes, conduits, or cables adjoining or crossing proposed construction.
5. The contractor shall indemnify Sifi Networks, Ex2 Technology, the Town of East Hartford, Power Company, and their agents from all liability involved in the construction, installation and testing of the work on this project.
6. When a conflict between plans or notes occurs, the engineer shall decide which governs. Generally, the more restrictive, more specific or stricter provision shall govern.
7. The contractor is responsible for returning all areas affected by equipment or laborers to pre-existing or better conditions. Contractor is also responsible for protecting all new work until completion of this contract.
8. The contractor shall be responsible for cleaning any road of material that is tracked out from the project. The contractor shall clean the streets on a daily basis. This will be done at the close of each day of work or more frequently as may be required due to field conditions or as directed by Town of East Hartford.
9. The contractor is to verify all elevations prior to the start of work and, if there are any discrepancies, is to notify the engineer at once. No work shall be done until the discrepancies are resolved.
10. The contractor is responsible for the traffic control and protection of all work conducted within public right-of-ways, traffic control and protection shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), all local, applicable codes and regulations.
11. Whenever, during construction operations, any loose material is deposited in the flow line of gutters, drainage structures, ditches, etc. such that the natural flow line of water is obstructed, the loose material will be removed at the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract.
12. The contractor shall be responsible for the installation and maintenance of adequate signs, traffic control devices, and warning devices to inform and protect the public during all phases of construction. All safety requirements provided by the town/state and/or OSHA shall be adhered to by the contractor during construction operations.
13. The contractor shall insure positive site drainage at the conclusion of each day. Site drainage may be achieved by ditching, pumping, or any other method acceptable to the engineer. The contractor's failure to provide the above will preclude any possible added compensation requested due to delays or unsuitable materials created as a result thereof.
14. All construction will be inspected by the city engineer or their representative. Specifically, all trenches shall be left open but safely barricaded until inspected and approved by the Town Engineer.

15. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

16. All shrubs, topsoil, or excavation material and any other unsuitable material shall be removed and disposed of at an off-site location at the contractor's expense. Areas which are to be filled shall be compacted to the specifications of the geotechnical report. The contractor's geotechnical engineer shall evaluate and approve the excavation, fill placement, and completion prior to pavement construction. The contractor shall give the governing authorities having jurisdiction over the work forty-eight (48) hours notice before work commences.

17. The contractor shall provide erosion and sedimentation control at areas designated on the grading plan. Additional measures shall be provided as deemed necessary by the Town of East Hartford or the engineer at contractor's expense.

18. All handicap provisions shall be in accordance with the "Americans with Disabilities Act" (ADA).

19. The contractor shall provide and maintain a safe and healthy working environment throughout the prosecution of the construction work. This shall include, but not be limited to: the removal of debris, the protection of construction barricades, and the keeping of public street pavements clean of construction dirt and debris, securing open excavations, and following all safety measures required by the governing authorities.

20. The contractor is responsible for the testing of materials, if required by SIFI, its engineer, and/or the jurisdictional agencies.

21. The contractor is responsible for the guarantee of all materials and workmanship for a period of one (1) year upon final acceptance by the owner and the jurisdictional agencies.

STANDARD SPECIFICATIONS

The standard specifications which apply to the construction work as shown on the engineering plans, are contained in the following documents:

1. All construction activities on this site shall conform to and comply with all applicable codes including, but not limited to the following:
 - 2018 CONNECTICUT STATE BUILDING CODE
 - 2015 INTERNATIONAL BUILDING CODE
 - 2015 INTERNATIONAL MECHANICAL CODE
 - 2015 INTERNATIONAL ENERGY CONSERVATION CODE
 - 2015 INTERNATIONAL FIRE CODE (PORTIONS THEREOF)
 - 2017 NFPA 70 NATIONAL ELECTRICAL CODE



DRAWN BY	CHECKED BY	
SAS	JPB	
SUBMITTALS		
DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



PROJECT NO	20-159-00
SHEET TITLE	GENERAL NOTES



SHEET NUMBER	02
--------------	----

EARTHWORK NOTES

1. The contractor shall review and adhere to the geotechnical report prepared by Down To Earth Consulting, LLC dated 09/28/21. Copies of this report shall be made available to the contractor. This report and its recommendation supercede all other geotechnical recommendations/specifications.
2. Net allowable soil bearing pressure used for design: 2000 psf.
3. The contractor shall retain a geotechnical engineering firm to observe and monitor all site earthwork procedures and to inspect and approve the foundation excavations.
4. Remove all deleterious material such as asphalt, vegetation, topsoil, organic material, and construction debris from under the proposed structures and pads.
5. The fill material should be placed in lifts not to exceed eight (8) inches in loose thickness and should be compacted to 92% of maximum dry density.
6. Each layer should be uniformly compacted by means of suitable equipment of the type required by the material composing the fill.
7. Under no circumstances should a bulldozer or similar tracked vehicle be used as compacting equipment.
8. Material containing an excess of water so the specified compaction limits cannot be attained should be spread and dried to a moisture content which will permit proper compaction.
9. Should the results of the in-place density tests indicate that the specified compaction limits are not obtained; the areas represented by such tests should be reworked and retested as required until the specified limits are reached.
10. Striping procedures shall extend at least five (5) feet laterally beyond the structure limits on all sides at the pad subgrade elevation.
11. Final grades shall be adjusted to provide positive drainage away from the foundation to prevent ponding of water near or adjacent to the foundation.
12. Take care not to undermine support of existing buildings or remaining pavement. Provide shoring and/or underpinning as required.

PREFABRICATED SHELTER NOTES

1. See Thermobond drawing titled "2006-309A EX2-SIFI East Hartford TBB1360" dated 6/27/21 (Rev. 8) for details on construction of prefabricated shelter, diesel generator and steel skid mount.

CONCRETE NOTES:

1. Reference utility plan for all required under-slab conduits, pipes, etc. Coordinate locations with general contractor and all trades involved.
2. Minimum 28-day concrete compressive strengths shall be as follows:
 - a. Footings 4,000 psi
 - b. Slab-on-grade 4,000 psi
 - c. Curbs, gutters, walks & pads 4,000 psi
3. Provide ready-mixed concrete in accordance with ASTM C 94.
4. Comply with the following ACI publications unless modified by requirements on these plans:
 - a. ACI 301, "Specifications for structural concrete."
 - b. ACI 117, "Specifications for tolerances for concrete construction and materials."
 - c. ACI 318, "Building code requirements for concrete construction and materials."
5. Reinforcing bars: ASTM A 615, grade 60.
6. Portland Cement: ASTM C 150.
7. Normal-weight aggregates: ASTM C 33, graded.
8. Prepare concrete design mixtures, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
9. Fly ash may be substituted for Portland Cement to a maximum of 20% by weight. Fly ash shall comply with ASTM C 618, class C.
10. Air-entraining admixtures: ASTM C 260.
11. Chemical admixtures: ASTM C 494 and ASTM C 1017.

12. Air content: 5%, plus or minus 1.5%, for all exterior concrete and grade wall concrete mixtures.

13. Chloride ions shall not be used in any concrete mixture.

14. Maximum slump = five (5) inches.

15. Reinforcement lap splices shall be in accordance with the following table, unless noted otherwise. Where classes are not indicated on the drawings, use class "B" splices. Provide diagonal reinforcing at re-entrant corners.

16. Place concrete in accordance with ACI 318. Deposit concrete as near to its final position as practical. Concrete shall be thoroughly consolidated around reinforcement and embedded items. All reinforcement steel shall be free from dirt, rust, and other deleterious material prior to concrete placement.

17. Concrete placed in cold weather shall be in compliance with ACI 306. Concrete shall not be placed on frozen sub-grade or on grade containing frozen material.

18. Minimum concrete cover shall be provided as indicated below:

a. Concrete cast against the earth: 3"

b. Concrete permanently exposed to the earth or weather: 3"

c. #5 or smaller: 1-1/2"

d. #6 or larger: 2"

e. Concrete not in contact with earth or weather: 1/4"

19. Provide 2"x4" continuous key-way in all horizontal and vertical construction joints.

20. Contractor shall verify with test cylinders that foundation concrete has attained compressive strength of 2,500 psi prior to setting precast shelter, and that 28 day compressive strength reaches values specified above.

21. Top of foundation elevation shall be within ± 1/2" of the design elevation at all locations. The foundation surface shall not vary by more than 1/4" when measured with a 10 foot straight edge.

BAR SIZE	TENSION SPLICES (IN)				COMPRESSION SPLICES (IN)	
	TOP BARS		OTHER BARS		CLASS B	CLASS A
	CLASS A	CLASS B	CLASS A	CLASS B		
#3	16	21	12	16	12	12
#4	21	23	16	21	21	15
#5	27	35	21	27	19	19
#6	35	46	27	35	23	23



PROJECT MANAGER	
DRAWN BY	SAS
CHECKED BY	JPB
DATE	10/27/21
DESCRIPTION	FOR PERMIT APPROVAL
REV	0



PROJECT NO
20-159-00

SHEET TITLE
EARTHWORK &
CONCRETE NOTES



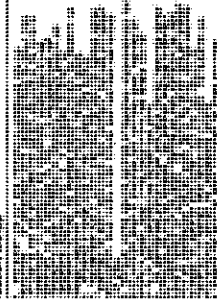
SHEET NUMBER
03



LEGEND

PROPERTY BOUNDARY	DASHED LINE
LEASING LINE	SOLID LINE
UTILITY POLE	CIRCLE WITH CROSS
UNDERGROUND ELECTRIC	DASHED LINE WITH 'E'
ROADWAY FOUND	SOLID LINE WITH 'R'
CONCRETE MONUMENT FOUND	SQUARE WITH 'C'
WATER VALVE	CIRCLE WITH 'W'
HYDRANT	SQUARE WITH 'H'
MANHOLE	CIRCLE WITH 'M'
STORM SEWER	DASHED LINE WITH 'S'
CATCH BASIN	SQUARE WITH 'CB'
GAS MAIN	DASHED LINE WITH 'G'
INSULATED GAS PIPE	DASHED LINE WITH 'IGP'
BITUMINOUS CONCRETE 1 1/2" COURSE	DOTTED LINE
CONCRETE CURB	SOLID LINE

PROPERTY BOUNDARY



SHEET NUMBER

61

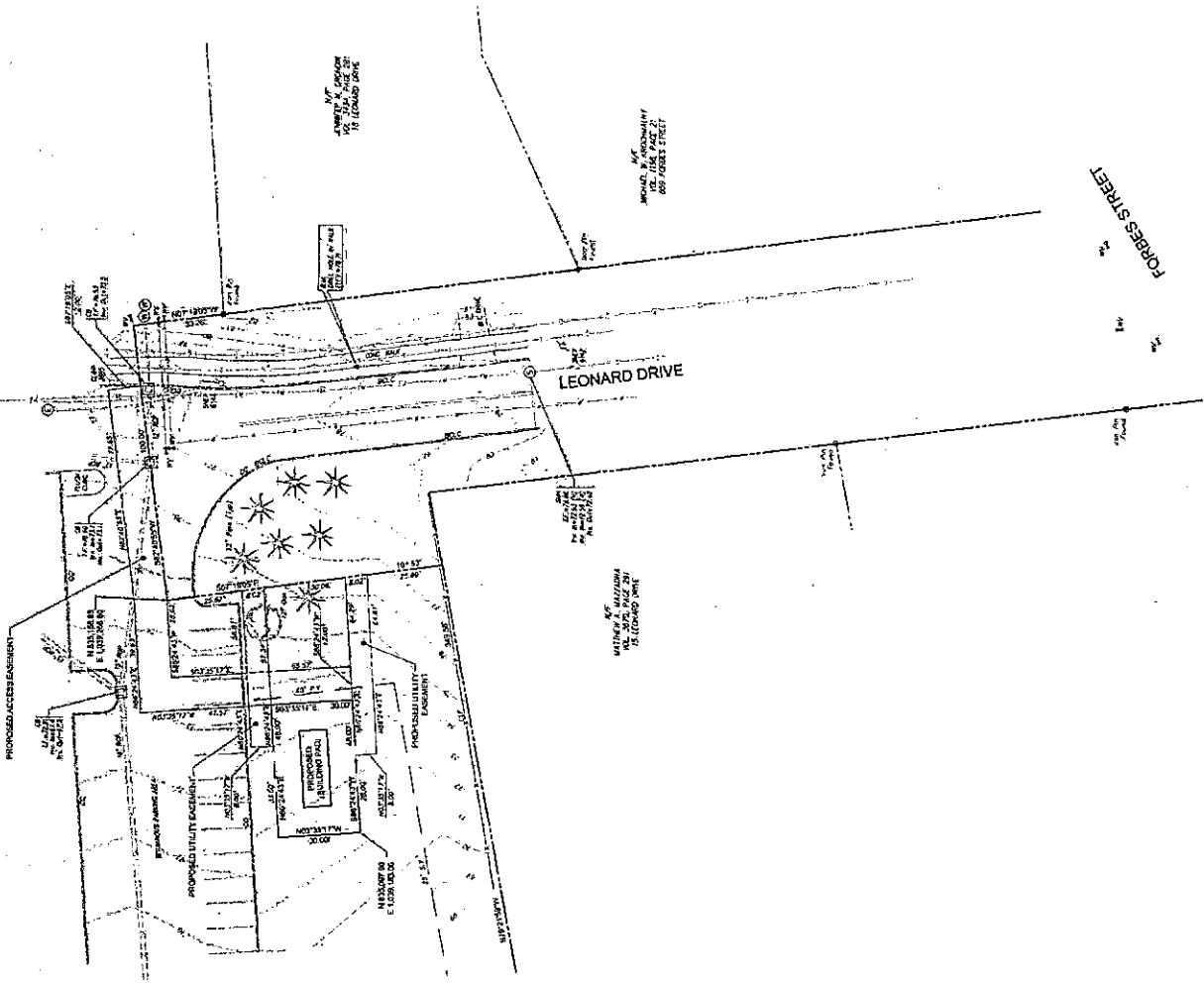
PROPERTY AND TOPOGRAPHIC SURVEY

LAND NOW THE PROPERTY OF
TOWN OF EAST HARTFORD

17 LEONARD DRIVE, 869 FORBES STREET
VOLUME 459, PAGE 37

Apella
SURVEYING SERVICES, LLC
10001 844-4079
20 E. MAIN STREET, HARTFORD, CT 06103

DATE:	10-11-11
SCALE:	1" = 40'
PROJECT:	17 LEONARD DRIVE
SHEET:	61



APPELLA

10/11/11



OWNER
SIFI Networks

PROJECT MANAGER
ARCADIS

DRAWN BY	CHECKED BY
SAS	JPB

DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



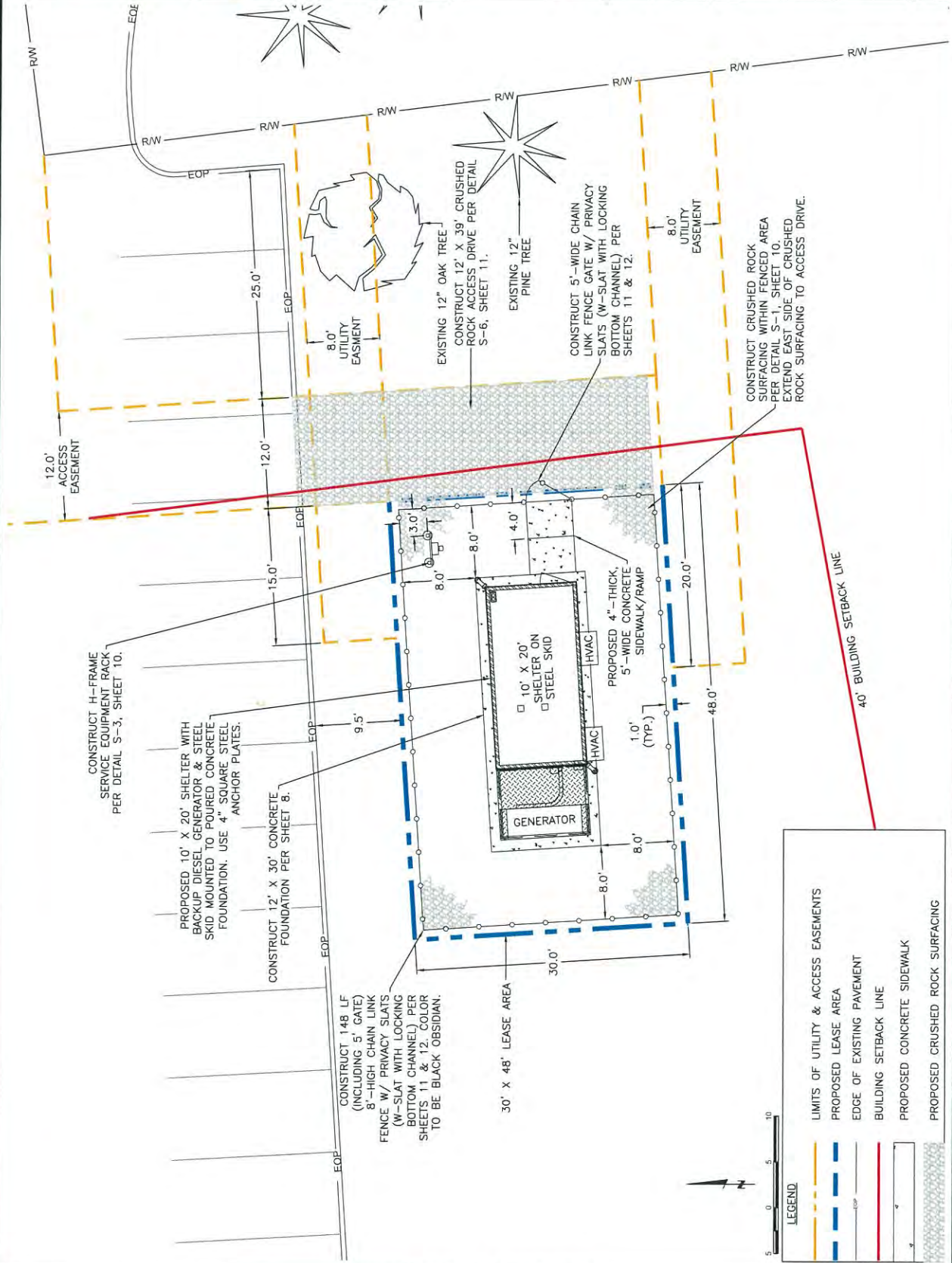
PROJECT NO
20-159-00

SHEET TITLE
SITE PLAN



ENGINEER

SHEET NUMBER
05



LEGEND

	LIMITS OF UTILITY & ACCESS EASEMENTS
	PROPOSED LEASE AREA
	EDGE OF EXISTING PAVEMENT
	BUILDING SETBACK LINE
	PROPOSED CONCRETE SIDEWALK
	PROPOSED CRUSHED ROCK SURFACING



PROJECT MANAGER
ARCADIS

DRAWN BY:	CHECKED BY:	
SAS	JPB	
SUBMITTALS		
DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



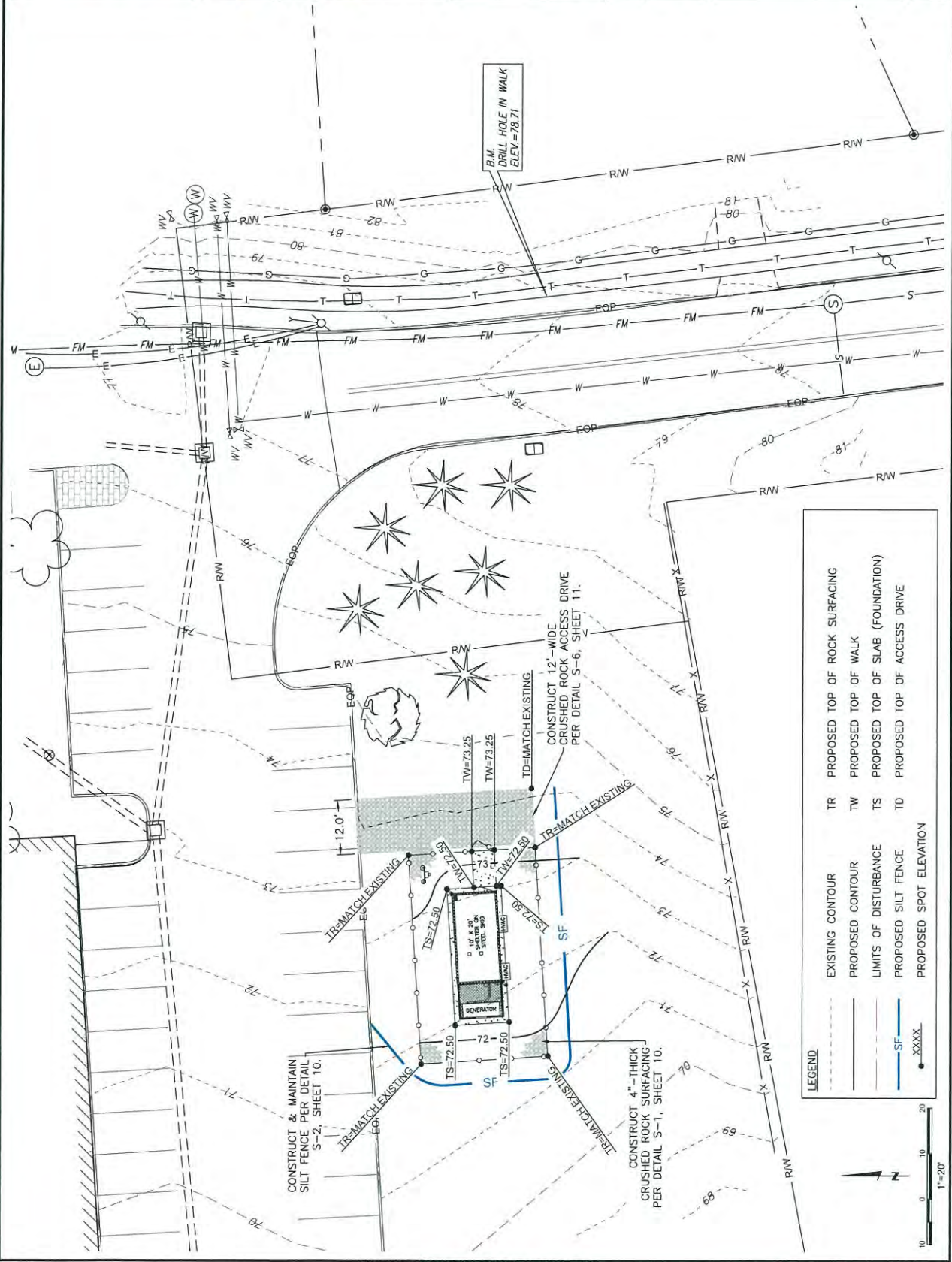
PROJECT NO.
20-159-00

SHEET TITLE
GRADING & EROSION CONTROL PLAN



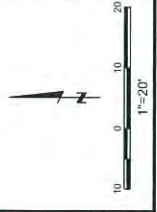
ENGINEER

SHEET NUMBER
06



LEGEND

---	EXISTING CONTOUR	TR	PROPOSED TOP OF ROCK SURFACING
---	PROPOSED CONTOUR	TW	PROPOSED TOP OF WALK
---	LIMITS OF DISTURBANCE	TS	PROPOSED TOP OF SLAB (FOUNDATION)
---	PROPOSED SILT FENCE	TD	PROPOSED TOP OF ACCESS DRIVE
•	PROPOSED SPOT ELEVATION		





PROJECT MANAGER
ARCADIS

DRAWN BY	SAS	CHECKED BY	JPB
DATE	10/27/21	FOR PERMIT APPROVAL	0
DESCRIPTION			
REV			

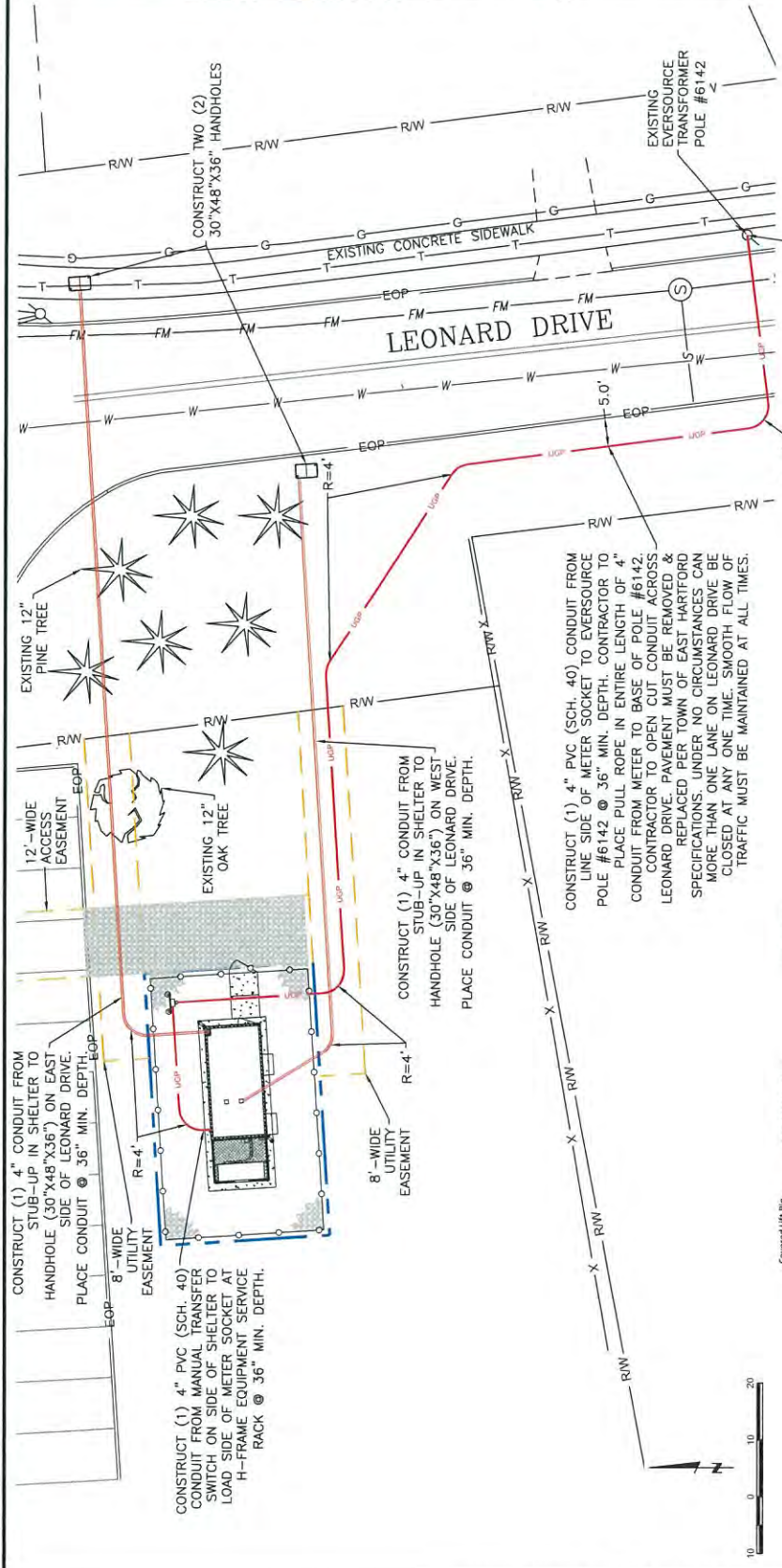


PROJECT NO
20-159-00

SHEET TITLE
CONDUIT PLAN



SHEET NUMBER
07



CONSTRUCT 4" CONDUIT STUB-UP AT BASE OF POLE. EXTEND ABOVE GRADE 6" (MIN.). EVERSOURCE WILL CONSTRUCT RISER SECTION(S) ON POLE.

CONSTRUCT (1) 4" PVC (SCH. 40) CONDUIT FROM LINE SIDE OF METER SOCKET TO EVERSOURCE POLE #6142 @ 36" MIN. DEPTH. CONTRACTOR TO PLACE PULL ROPE IN ENTIRE LENGTH OF 4" CONDUIT FROM METER TO BASE OF POLE #6142. CONTRACTOR TO OPEN CUT CONDUIT ACROSS LEONARD DRIVE PAVEMENT MUST BE REMOVED & REPLACED PER TOWN OF EAST HARTFORD SPECIFICATIONS. UNDER NO CIRCUMSTANCES CAN MORE THAN ONE LANE ON LEONARD DRIVE BE CLOSED AT ANY ONE TIME. SMOOTH FLOW OF TRAFFIC MUST BE MAINTAINED AT ALL TIMES.

CONSTRUCT (1) 4" CONDUIT FROM STUB-UP IN SHELTER TO HANDHOLE (30"x48"x36") ON WEST SIDE OF LEONARD DRIVE. PLACE CONDUIT @ 36" MIN. DEPTH.

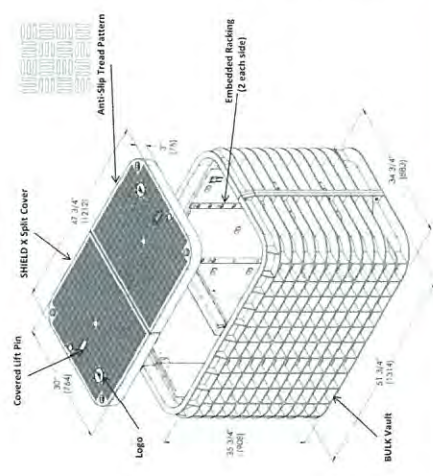
CONSTRUCT (1) 4" CONDUIT FROM STUB-UP IN SHELTER TO HANDHOLE (30"x48"x36") ON EAST SIDE OF LEONARD DRIVE. PLACE CONDUIT @ 36" MIN. DEPTH.

CONSTRUCT (1) 4" PVC (SCH. 40) CONDUIT FROM MANUAL TRANSFER SWITCH ON SIDE OF SHELTER AT LOAD SIDE OF METER SOCKET AT H-FRAME EQUIPMENT SERVICE RACK @ 36" MIN. DEPTH.

30" X 48" X 36" HANDHOLE DETAIL

NOTES:

- HANDHOLES TO BE RATED ANSI/SCFE 77 TIER 22 (33,750 LBF). REMOVE & REPLACE ENTIRE SIDEWALK PANELS PER DOT SPECIFICATIONS. SIDEWALK PANELS SHALL BE SAWCUT AT THE JOINT TO A NEAT VERTICAL EDGE.
- DISPOSE OF REMOVED CONCRETE LEGALLY.
- HANDHOLE LIDS TO BE FLUSH WITH SIDEWALK AT ALL POINTS.
- HANDHOLES SHALL BE PLACED ON AN 8" (MIN.) BED OF CRUSHED ROCK THAT EXTENDS 8" (MIN.) FROM ALL BOTTOM EDGES OF HANDHOLE.
- HANDHOLES SHALL BE MANUFACTURED BY CHANNELL, OR ENGINEER-APPROVED EQUIVALENT.



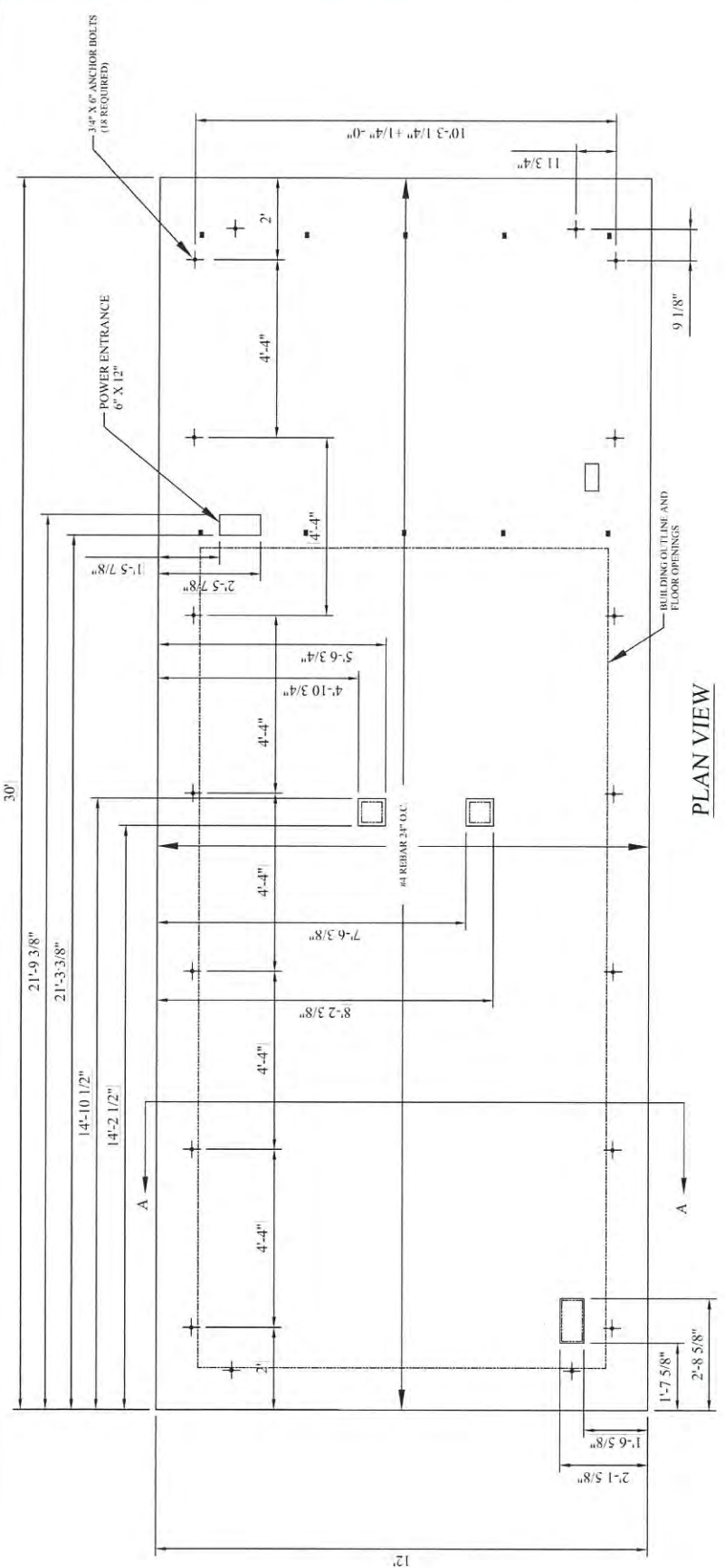
FOUNDATION
EAST HARTFORD, CT
SHELTER
10'W, OD X 20'L, OD X 9'H, ID

THERMO BOND BUILDINGS
209 N. Court P O Box 442
East Hartford, CT 06108
860-295-2029
574-295-1214
www.thermobond.com

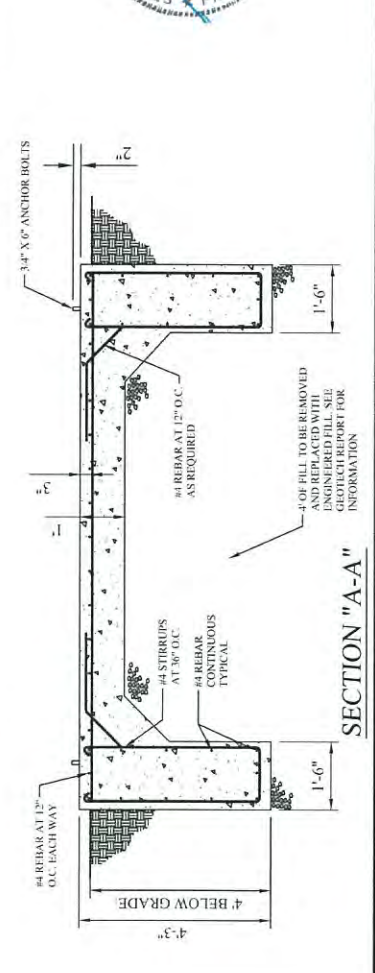
TBBI360
SIFI Networks
DRAWING NUMBER
PROJECT NAME

PROJECT NUMBER: 2006-309A
DRAWN: 4/1/21
REVISED: 9/30/21
DRAWN BY: NRS
SHEET: 30 of 35

SCALE: 1/16" = 1'-0"
SHEET NUMBER: 14



NOTES:
1. CONCRETE SHALL ATTAIN A MINIMUM ULTIMATE COMPRESSION STRENGTH OF 4000 PSI WITHIN 28 DAYS.
2. MINIMUM SOIL BEARING 1000 PSF.
3. REFER TO GEOTECHNICAL ENGINEERING REPORT FOR eX2 TECHNOLOGY, LLC DATED SEPTEMBER 2021 FILE NO. 0231-001.01. PREPARED BY DOWN TO EARTH CONSULTING, LLC.



SECTION "A-A"



PROJECT MANAGER
ARCADIS

DRAWN BY: SJS
CHECKED BY: JPB

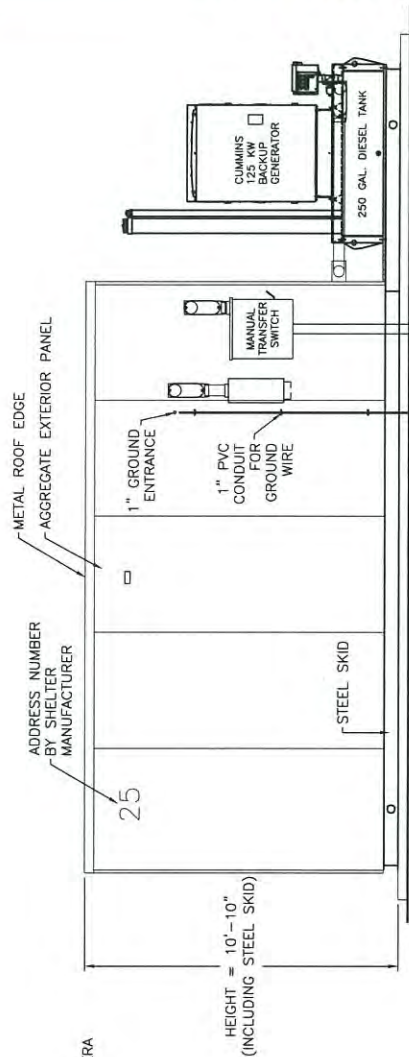
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10/27/21	FOR PERMIT APPROVAL	0



PROJECT NO:
20-159-00
SHEET TITLE:
SHELTER
ELEVATIONS



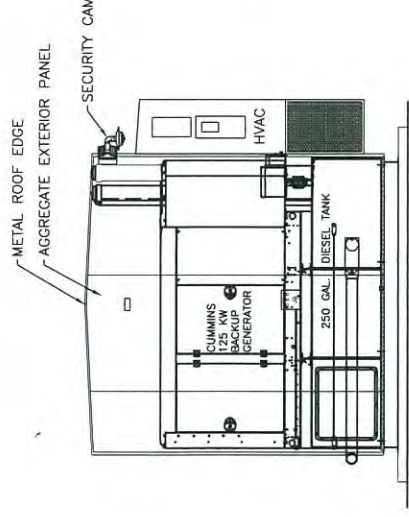
ENGINEER
SHEET NUMBER
09



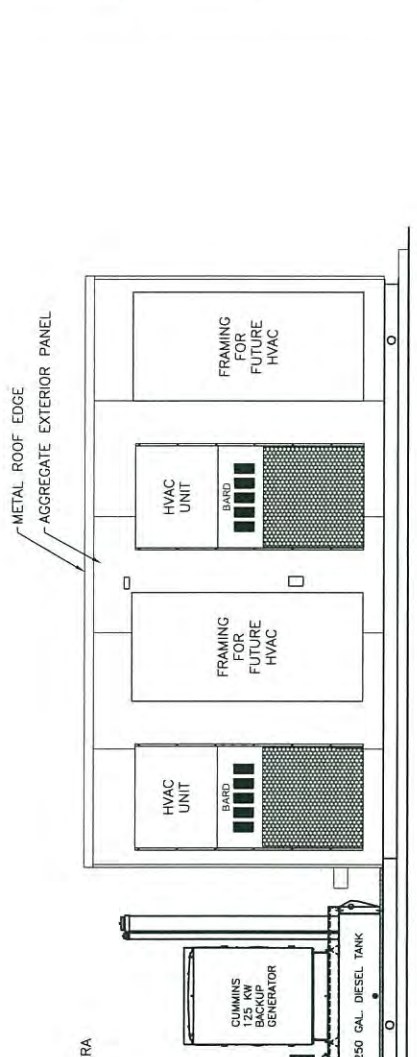
CONTRACTOR TO CONSTRUCT 4" PVC (SCH. 40) FROM EXISTING NEMA BOX ON SIDE OF SHELTER TO H-FRAME POWER/METER SERVICE RACK

CONTRACTOR TO CONSTRUCT 1" PVC FROM SHELTER FACE TO GROUND RING

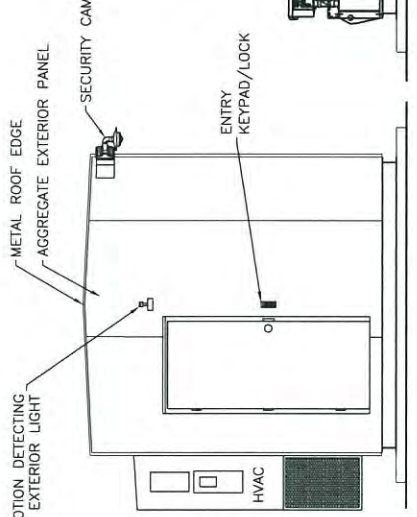
NORTH WALL
NTS



WEST WALL
NTS



SOUTH WALL
NTS



EAST WALL
NTS

FOR INFORMATION ONLY
SEE SHELTER PLANS



PROJECT MANAGER
ARCADIS

DRAWN BY: SAS
 CHECKED BY: JPB

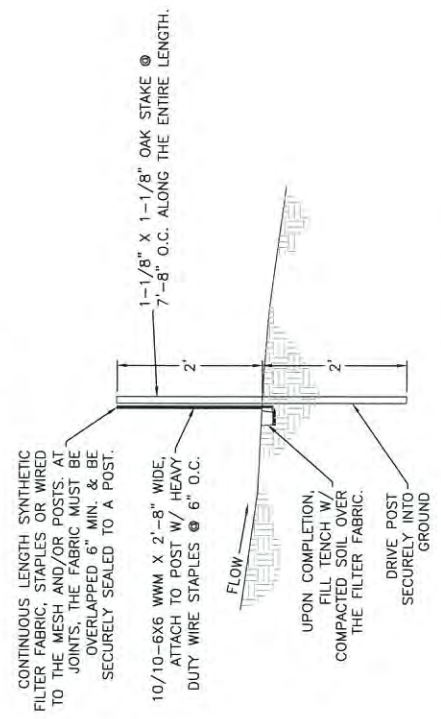
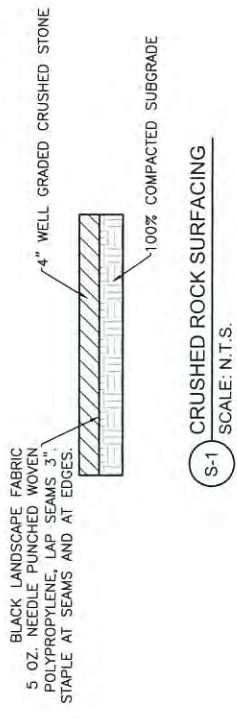
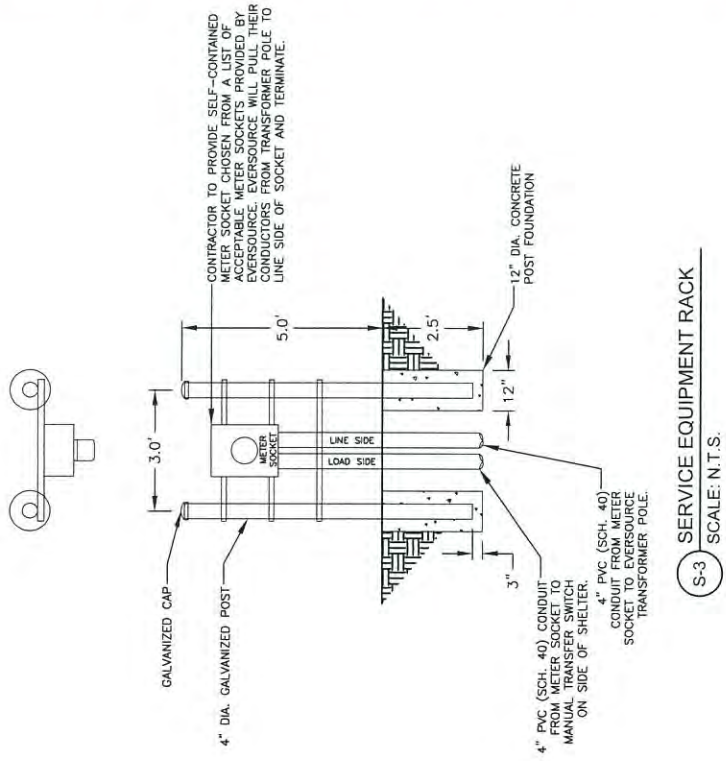
SUBMITTALS	
DATE	DESCRIPTION / REV
10/27/21	FOR PERMIT APPROVAL 0



PROJECT NO:
 20-1159-00
 SHEET TITLE:
SITE CIVIL DETAILS



SHEET NUMBER
 10



- NOTES:
- USE SILT FENCE AS REQUIRED UNTIL ALL DISTURBED AREAS ARE STABILIZED WITH CRUSHED ROCK SURFACING & ESTABLISHED VEGETATION.
 - THE FILTER FABRIC SHALL BE CONTECH C200 FABRIC OR APPROVED EQUAL & SHALL MEET THE FOLLOWING:
 - 75% FILTERING EFFICIENCY
 - TENSILE STRENGTH OF 30 LB./LIN. INCH TENSILE STRENGTH (20%)
 - 0.30 GAL./SQ. FT. MINIMUM FLOW RATE

CONTRACTOR TO PROVIDE SELF-CONTAINED METER SOCKET CHOSEN FROM A LIST OF ACCEPTABLE METER SOCKETS PROVIDED BY EVERSOURCE. EVERSOURCE WILL PULL THEIR CONDUCTORS FROM TRANSFORMER POLE TO LINE SIDE OF SOCKET AND TERMINATE.



OWNER
SIFI Networks

PROJECT MANAGER
ARCADIS

DRAWN BY: SAS
CHECKED BY: JPB

SUBMITTALS	
DATE	DESCRIPTION
10/27/21	FOR PERMIT APPROVAL
	REV 0



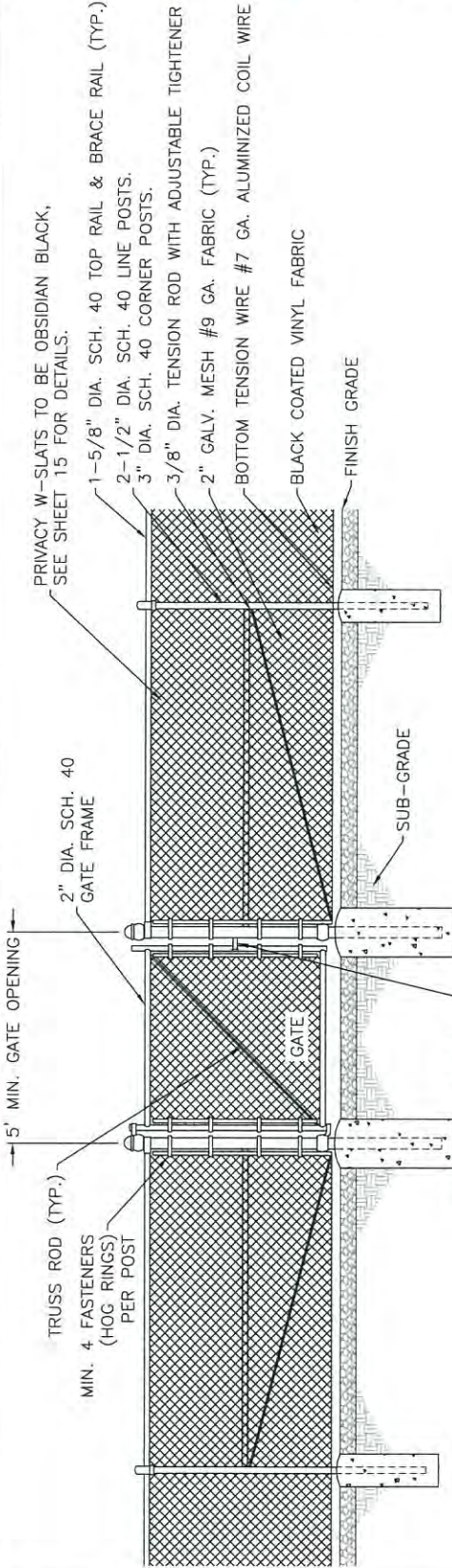
PROJECT NO.
20-159-00

SHEET TITLE
SITE CIVIL & FENCE DETAILS



ENGINEER

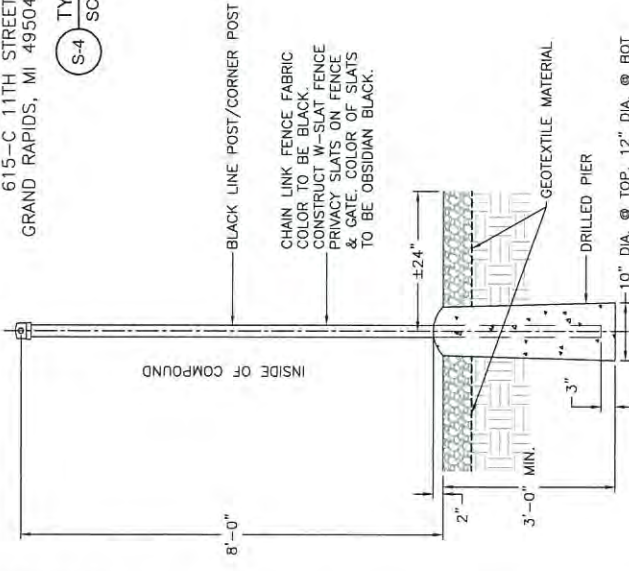
SHEET NUMBER
11



NOTE:
TOP OF CHAIN LINK FENCE (FABRIC) TO BE 8'-0" ABOVE TOP FIN. STONE.

COMMERCIAL STRONG ARM SINGLE-GATE LATCH EQUAL TO: DAC INDUSTRIES 615-C 11TH STREET GRAND RAPIDS, MI 49504

S-4 TYPICAL FENCE SECTION
SCALE: N.T.S.



S-5 FENCE DETAIL
SCALE: N.T.S.

S-6 ACCESS DRIVE SECTION
SCALE: N.T.S.



OWNER
SIFI Networks

PROJECT MANAGER
ARCADIS

DRAWN BY	SAS	CHECKED BY	JPB
SUBMITTALS			
DATE	DESCRIPTION	REV	
10/27/21	FOR PERMIT APPROVAL	0	



PROJECT NO
20-159-00

SHEET TITLE
W-SLAT FENCE
DETAILS



ENGINEER
SHEET NUMBER
12



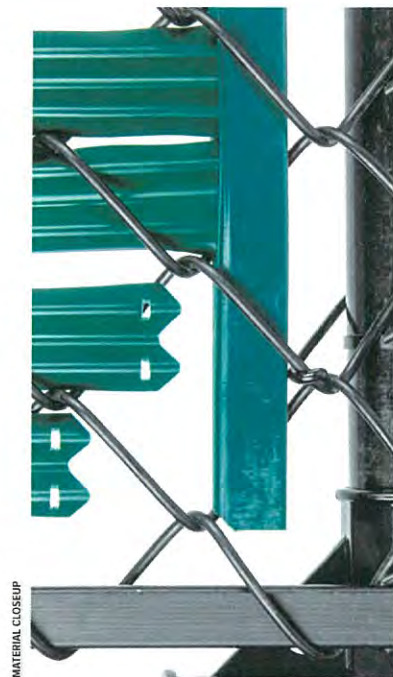
Fence Coverage
1 package (82 slats) covers 10 linear feet.



Rigid Construction
"W" shaped extrusion helps fence slats retain shape under extreme conditions.



Bottom Locking Slat
Bottom locking rail secures slats to fence, preventing damage from adverse weather.

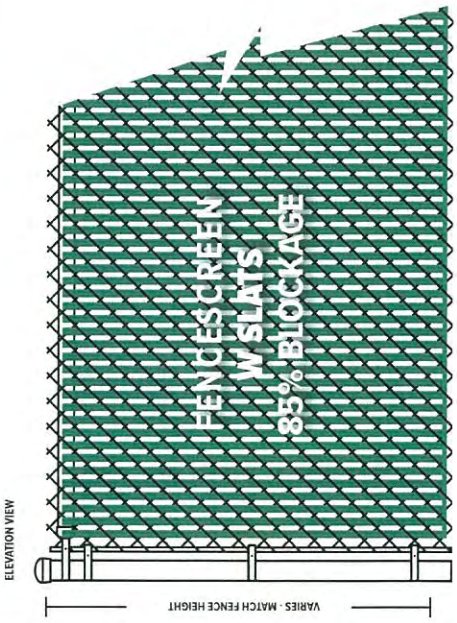


MATERIAL CLOSEUP

NOTE: Slats are 3 1/2" shorter than actual fence height

AVAILABLE COLORS:

- OBSIDIAN BLACK
- ALPINE WHITE
- REDWOOD
- EMERALD GREEN
- DESERT SAND
- CHOCOLATE BROWN



FENCESCREEN MATERIAL SPECIFICATIONS

MATERIAL COMPOSITION: HIGH DENSITY POLYETHYLENE (HDPE)

PROPERTIES	RESULTS
Melt Index	0.6
Density	0.957
Minimum Temp.	-76° F
Maximum Temp.	250° F
Tensile Strength	3,700 psi
Slat Width	1 3/8"
Fits Mesh Size	2", 2 1/4", or 2 3/4"
Standard Heights	4, 5, 6, 7, 8 feet
Fits Wire Gauge	9, 11, or 11 1/2
Slats Per Box	82

DRAWING #
SLAT-3000W
888-313-6313
WWW.FENCESCREEN.COM



3000 SERIES
W SLAT

TO PRINT THIS 11" X 17" DOCUMENT TO SCALE, SET THE PRINTER SETTINGS IN ADOBE TO PRINT TO ACTUAL SCALE.

CONSTRUCTION DRAWINGS SIFI NETWORKS SHELTER SITE EAST HARTFORD PUBLIC SAFETY COMPLEX

69 SCHOOL STREET
HARTFORD COUNTY
EAST HARTFORD, CT 06118



PROJECT MANAGER
ARCADIS

DRAWN BY: SAS
CHECKED BY: JPB

DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



PROJECT NO:
20-159-00
SHEET TITLE:
COVER SHEET



ENGINEER
SHEET NUMBER
01

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

PROJECT DESCRIPTION
CONSTRUCTION OF AN UNMANNED 10'X20' PREFABRICATED TELECOMMUNICATIONS SHELTER WITH DIESEL BACKUP GENERATOR ALL ON A SINGLE STEEL SKID. THE SHELTER WILL BE USED TO HOUSE FIBER OPTIC NETWORK ACCESS TO CELLULAR, SHELTER TO HOUSE FIBER OPTIC EQUIPMENT, BATTERIES, RECTIFIERS AND SUPPORTING ELECTRICAL EQUIPMENT.

DRAWING INDEX

- COVER SHEET & PROJECT INFORMATION
- GENERAL NOTES
- EARTHWORK & CONCRETE NOTES
- SURVEY
- SITE PLAN
- GRADING & EROSION CONTROL PLAN
- CONDUIT PLAN
- CONCRETE FOUNDATION PLAN
- SHELTER ELEVATIONS
- SITE CIVIL DETAILS
- SITE CIVIL & FENCING DETAILS
- W-SLAT FENCE DETAILS

SITE DATA

UNMANNED TELECOMMUNICATIONS SHELTER CONSTRUCTION: 41.780259
TYPE OF CONSTRUCTION: -72.611985
HANDICAP REQUIREMENTS: EAST HARTFORD, CT
JURISDICTION: EAST HARTFORD, CT
TOWN OF EAST HARTFORD
SHELTER MANUFACTURER: THERMOBOND BUILDINGS, INC.
TITILE 24 REQUIREMENTS: EAST HARTFORD, CT
SHELTER MANUFACTURER: THERMOBOND BUILDINGS, INC.
SHELTER MANUFACTURER: THERMOBOND BUILDINGS, INC.
SHELTER MANUFACTURER: THERMOBOND BUILDINGS, INC.



LEGEND & SYMBOLS

--- CENTERLINE	--- FUTURE	--- PRELIM	--- CITY
--- PROPERTY/LEASE LINE	--- FACE OF CURB	--- QUANTITY	--- QUANTITY
--- PROPOSED CONDUIT	--- FLOOR	--- RADIUS	--- RADIUS
--- POWER CONDUIT	--- FASTENER	--- RC	--- RC
--- TELEPHONE CONDUIT	--- GALVANIZED	--- RELOC	--- RELOC
--- ASPHALT ELECTRICAL LINE	--- GENERATOR	--- SH	--- SH
--- CABLE/CONDUIT	--- GROUNDING/ROUNDING	--- STD	--- STD
--- OVERHEAD CONDUCTORS	--- MATERIAL	--- SUPPLY	--- SUPPLY
--- CHAIN LINK FENCING	--- MANUFACTURER	--- STANDARD	--- STANDARD

ABBREVIATIONS

ALUMINUM	ANTENNA	ASBESTOS	ASBESTOS
ASBESTOS	ASBESTOS	ASBESTOS	ASBESTOS
ASBESTOS	ASBESTOS	ASBESTOS	ASBESTOS
ASBESTOS	ASBESTOS	ASBESTOS	ASBESTOS
ASBESTOS	ASBESTOS	ASBESTOS	ASBESTOS

PROJECT TEAM

Land Surveyor: Delta Surveying Services, LLC
25 Elm Street, West Hartford, CT 06110
(860)-944-4678
jordan@delta-surveying.com

Geotechnical Engineer: Down To Earth Consulting, LLC
465 New Kramer Rd, Albany, NY 12205
(518)-369-4921
sean@downtoearthconsulting.com

Shelter Manufacturer: Thermobond Buildings, Inc.
3003-667-4904

Project Management Company: Arcadis USA, Inc.
1600 Locust Street, Suite 1810, Philadelphia, PA 19103
(484)-985-5136
julia.thomas@arcadis.com OR julia.thomas@arcadisusa.com

Site Engineer: ex Technology, LLC
Jim Burdick, P.E. (PEN0033541)
25 Elm Street, West Hartford, CT 06110
Ohio, NE 68134
(402)-669-8099 or (402)-506-9648
jburdick@ex2technology.com

Site Contractor: Lot Long Infrastructure, LLC
Chris Leonard, EVP & COO (Eastern Region)
(512)-664-0828
chris@lotlonginfrastructure.com OR chris@lotlonginfrastructure.com

Town Engineer: City of East Hartford, CT
Doug Wilson, P.E., Town Engineer
740 Main Street, Division East Hartford, CT 06108
Direct: (860)-291-7283
Mobile: (860)-209-8121
dwilson@easthartfordct.gov

GENERAL NOTES

1. Prior to commencement of construction, the contractor shall verify all dimensions, and conditions affecting their work with the actual conditions at the job site. In addition, the contractor must verify the line and grades. If there are any discrepancies from what is shown on the construction plans, and/or special details. The contractor shall secure written instruction from the engineer prior to proceeding with any part of the work affected by omission or discrepancies. Failing to secure such instruction, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question arising with respect to the true meaning of the construction plans or specifications, the decision of the engineer shall be final and conclusive.
2. Town of East Hartford, CT codes & requirements shall be adhered to at all times by the contractor.
3. The construction plans, and subsequent details are all to be considered as part of the contract. Incidental items or accessories necessary to complete this work may not be specifically noted but are to be considered part of the contract.
4. The contractor shall notify CallBeforeYouDig (811), and any applicable engineering or building departments two (2) working days minimum prior to start of work. As required, the utility companies will establish the approximate location of underground pipes, conduits, or cables adjoining or crossing proposed construction.
5. The contractor shall indemnify Sifi Networks, Ex2 Technology, the Town of East Hartford, Power Company and their agents from all liability involved in the construction, installation and testing of the work on this project.
6. When a conflict between plans or notes occurs, the engineer shall decide which governs. Generally, the more restrictive, more specific or stricter provision shall govern.
7. The contractor is responsible for returning all areas affected by equipment or laborers to pre-existing or better conditions. Contractor is also responsible for protecting all new work until completion of this contract.
8. The contractor shall be responsible for cleaning any road of material that is tracked out from the project. The contractor shall clean the streets on a daily basis. This will be done at the close of each day of work or more frequently as may be required due to field conditions or as directed by Town of East Hartford.
9. The contractor is to verify all elevations prior to the start of work and, if there are any discrepancies, is to notify the engineer at once. No work shall be done until the discrepancies are resolved.
10. The contractor is responsible for the traffic control and protection of all work conducted within public right-of-ways, traffic control and protection shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), all local, applicable codes and regulations.
11. Whenever, during construction operations, any loose material is deposited in the flow line of gutters, drainage structures, ditches, etc. such that the natural flow line of water is obstructed, the loose material will be removed at the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract.
12. The contractor shall be responsible for the installation and maintenance of adequate signs, traffic control devices, and warning devices to inform and protect the public during all phases of construction. All safety requirements provided by the town/state and/or OSHA shall be adhered to by the contractor during construction operations.
13. The contractor shall insure positive site drainage at the conclusion of each day. Site drainage may be achieved by ditching, pumping, or any other method acceptable to the engineer. The contractor's failure to provide the above will preclude any possible added compensation requested due to delays or unsuitable materials created as a result thereof.
14. All construction will be inspected by the town engineer or their representative. Specifically, all trenches shall be left open but safely barricaded until inspected and approved by the Town Engineer.

15. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

16. All shrubs, topsoil, or excavation material and any other unsuitable material shall be removed and disposed of at an off-site location at the contractor's expense. Areas which are to be filled shall be compacted to the specifications of the geotechnical report. The contractor's geotechnical engineer shall evaluate and approve the excavation, fill placement, and compactation prior to pavement construction. The contractor shall give the governing authorities having jurisdiction over the work forty-eight (48) hours notice before work commences.

17. The contractor shall provide erosion and sedimentation control at areas designated on the grading plan. Additional measures shall be provided as deemed necessary by the Town of East Hartford or the engineer at contractor's expense.

18. All handicap provisions shall be in accordance with the "Americans with Disabilities Act" (ADA).

19. The contractor shall provide and maintain a safe and healthy working environment throughout the prosecution of the construction work. This shall include, but not be limited to: the removal of debris, the protection of construction barricades, and the keeping of public street pavements clean of construction dirt and debris, securing open excavations, and following all safety measures required by the governing authorities.

20. The contractor is responsible for the testing of materials, if required by SIFI, its engineer, and/or the jurisdictional agencies.

21. The contractor is responsible for the guarantee of all materials and workmanship for a period of one (1) year upon final acceptance by the owner and the jurisdictional agencies.

STANDARD SPECIFICATIONS

The standard specifications which apply to the construction work as shown on the engineering plans, are contained in the following documents:

1. All construction activities on this site shall conform to and comply with all applicable codes including, but not limited to the following:
 - 2018 CONNECTICUT STATE BUILDING CODE
 - 2015 INTERNATIONAL BUILDING CODE
 - 2015 INTERNATIONAL MECHANICAL CODE
 - 2015 INTERNATIONAL ENERGY CONSERVATION CODE
 - 2015 INTERNATIONAL FIRE CODE (PORTIONS THEREOF)
 - 2017 NFPA 70 NATIONAL ELECTRICAL CODE



DRAWN BY	SAS	CHECKED BY	JPB
SUBMITTALS		REV	
DATE	DESCRIPTION	FOR PERMIT APPROVAL	0
10/27/21			



PROJECT NO	20-159-00
SHEET TITLE	GENERAL NOTES



SHEET NUMBER	02
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EARTHWORK NOTES

1. The contractor shall review and adhere to the geotechnical report prepared by Down To Earth Consulting, LLC dated 09/15/21. Copies of this report shall be made available to the contractor. This report and its recommendation supercede all other geotechnical recommendations/specifications.
2. Net allowable soil bearing pressure used for design: 2000 psf.
3. The contractor shall retain a geotechnical engineering firm to observe and monitor all site earthwork procedures and to inspect and approve the foundation excavations.
4. Remove all deleterious material such as asphalt, vegetation, topsoil, organic material, and construction debris from under the proposed structures and pads.
5. The fill material should be placed in lifts not to exceed eight (8) inches in loose thickness and should be compacted to 92% of maximum dry density.
6. Each layer should be uniformly compacted by means of suitable equipment of the type required by the material composing the fill.
7. Under no circumstances should a bulldozer or similar tracked vehicle be used as compacting equipment.
8. Material containing an excess of water so the specified compaction limits cannot be attained should be spread and dried to a moisture content which will permit proper compaction.
9. Should the results of the in-place density tests indicate that the specified compaction limits are not obtained; the areas represented by such tests should be reworked and retested as required until the specified limits are reached.
10. Stripping procedures shall extend at least five (5) feet laterally beyond the structure limits on all sides at the pad subgrade elevation.
11. Final grades shall be adjusted to provide positive drainage away from the foundation to prevent ponding of water near or adjacent to the foundation.
12. Take care not to undermine support of existing buildings or remaining pavement. Provide shoring and/or underpinning as required.

PREFABRICATED SHELTER NOTES

1. See Thermobond drawing titled "2006-309B EX2-SIFI East Hartford TBB1360" dated 8/30/21 (Rev. 8) for details on construction of prefabricated shelter, diesel generator and steel skid mount.

CONCRETE NOTES:

1. Reference utility plan for all required underslab conduits, pipes, etc. Coordinate locations with general contractor and all trades involved.
2. Minimum 28-day concrete compressive strengths shall be as follows:
 - a. Footings 4,000 psi
 - b. Slab-on-grade 4,000 psi
 - c. Curbs, gutters, walks & pads 4,000 psi
3. Provide ready-mixed concrete in accordance with ASTM C 94.
4. Comply with the following ACI publications unless modified by requirements on these plans:
 - a. ACI 301, "Specifications for structural concrete."
 - b. ACI 117, "Specifications for tolerances for concrete construction and materials."
 - c. ACI 318, "Building code requirements for reinforced concrete."
5. Reinforcing bars: ASTM A 615, grade 60.
6. Portland Cement: ASTM C 150.
7. Normal-weight aggregates: ASTM C 33, graded.
8. Prepare concrete design mixtures, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
9. Fly ash may be substituted for Portland Cement to a maximum of 20% by weight. Fly ash shall comply with ASTM C 618, class C.
10. Air-entraining admixtures: ASTM C 260.
11. Chemical admixtures: ASTM C 494 and ASTM C 1017.

12. Air content: 5%, plus or minus 1.5%, for all exterior concrete and grade wall concrete mixtures.
13. Chloride ions shall not be used in any concrete mixture.
14. Maximum slump = five (5) inches.
15. Reinforcement lap splices shall be in accordance with the following table, unless noted otherwise. Where classes are not indicated on the drawings, use class "B" splices. Provide diagonal reinforcing at re-entrant corners.
16. Place concrete in accordance with ACI 318. Deposit concrete as near to its final position as practical. Concrete shall be thoroughly consolidated around reinforcement and embedded items. All reinforcement steel shall be free from dirt, rust, and other deleterious material prior to concrete placement.
17. Concrete placed in cold weather shall be in compliance with ACI 306. Concrete shall not be placed on frozen sub-grade or on grade containing frozen material.
18. Minimum concrete cover shall be provided as indicated below:
 - a. Concrete cast against the earth: 3"
 - b. Concrete permanently exposed to the earth or weather: 3"
 - c. #5 or smaller: 1-1/2"
 - d. #6 or larger: 2"
 - e. Concrete not in contact with earth or weather: 1/4"
19. Provide 2"x4" continuous key-way in all horizontal and vertical construction joints.
20. Contractor shall verify with test cylinders that foundation concrete has attained compressive strength of 2,500 psi prior to setting precast shelter, and that 28 day compressive strength reaches values specified above.
21. Top of foundation elevation shall be within $\pm 1/4"$ of the design elevation at all locations. The foundation surface shall not vary by more than $1/4"$ when measured with a 10 foot straight edge.

BAR SIZE	TENSION SPLICES (IN)				COMPRESSION SPLICES (IN)	
	TOP BARS		OTHER BARS		CLASS B	CLASS A
	CLASS A	CLASS B	CLASS A	CLASS B		
#3	16	21	12	16	12	12
#4	21	23	16	21	15	15
#5	27	35	21	27	19	19
#6	35	46	27	35	23	23

OWNER



PROJECT MANAGER



DRAWN BY	CHECKED BY
SAS	JPB


SUBMITTALS	
DATE	REV
10/27/21 FOR PERMIT APPROVAL	0



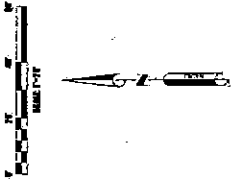
Call Before You Dig, Inc.

PROJECT NO.
20-159-00

SHEET TITLE
EARTHWORK &
CONCRETE NOTES



SHEET NUMBER
03



LEGEND

PROPERTYSUBJECT LINE	(Symbol)
LEASE LINE	(Symbol)
EXISTENT LINE	(Symbol)
UNDERGROUND ELECTRIC	(Symbol)
UNDERGROUND ELECTRIC	(Symbol)
IRON PIPE FOUND	(Symbol)
WATER PIPE FOUND	(Symbol)
WATER VALVE	(Symbol)
HIGHWAY	(Symbol)
WATER MAIN	(Symbol)
SEWER	(Symbol)
SANITARY MANHOLE	(Symbol)
STORM SEWER	(Symbol)
CATCH BASIN	(Symbol)
REINFORCED CONCRETE	(Symbol)
INSIDE CONTIGOR	(Symbol)
REINFORCED CONCRETE LIP CURB	(Symbol)
ASPHALT DRIVE	(Symbol)
CONCRETE DRIVE	(Symbol)

PROPERTY LINE
 EXISTENT LINE
 UNDERGROUND ELECTRIC
 UNDERGROUND ELECTRIC
 IRON PIPE FOUND
 WATER PIPE FOUND
 WATER VALVE
 HIGHWAY
 WATER MAIN
 SEWER
 SANITARY MANHOLE
 STORM SEWER
 CATCH BASIN
 REINFORCED CONCRETE
 INSIDE CONTIGOR
 REINFORCED CONCRETE LIP CURB
 ASPHALT DRIVE
 CONCRETE DRIVE

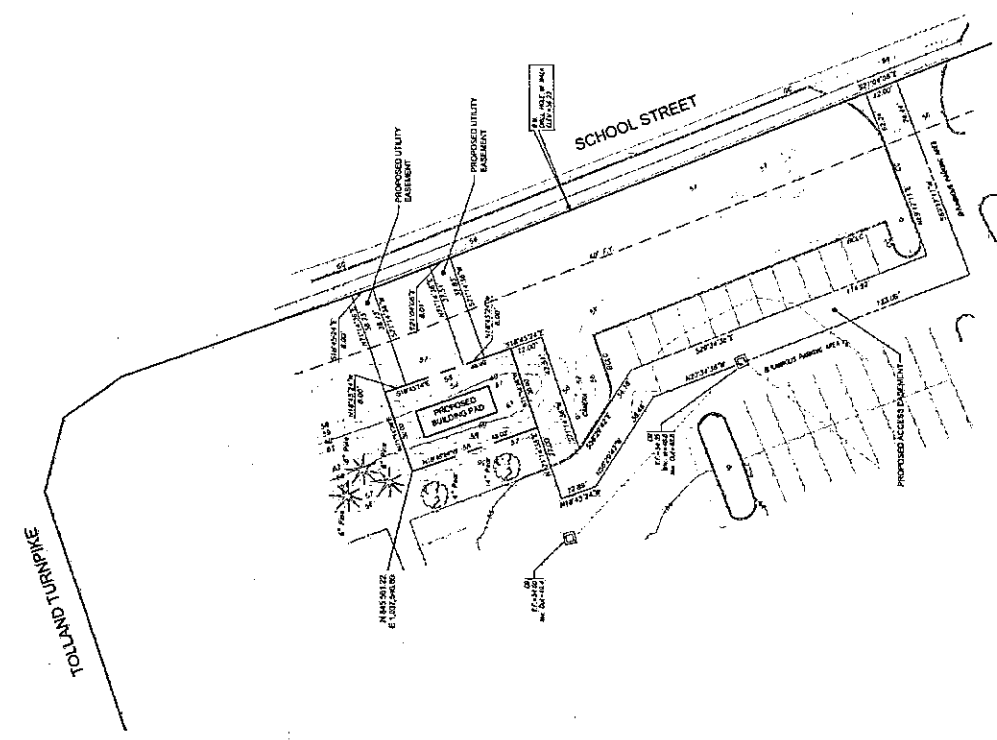
SHEET NUMBER

PROPERTY AND TOPOGRAPHIC SURVEY
 LAND NOW OR FORMERLY OF
TOWN OF EAST HARTFORD
 VOLUME 138, PAGE 149
 EAST HARTFORD, CONNECTICUT

DATE	1928
SCALE	1"=20'
DATE	JUN 24, 1921
DATE	JUN 24, 1921
DATE	JUN 24, 1921
DATE	JUN 24, 1921



REGISTERED





PROJECT MANAGER
ARCADIS

DRAWN BY:	SAS	CHECKED BY:	JPB
SUBMITTALS			
DATE	DESCRIPTION	REV	
10/27/21	FOR PERMIT APPROVAL	0	

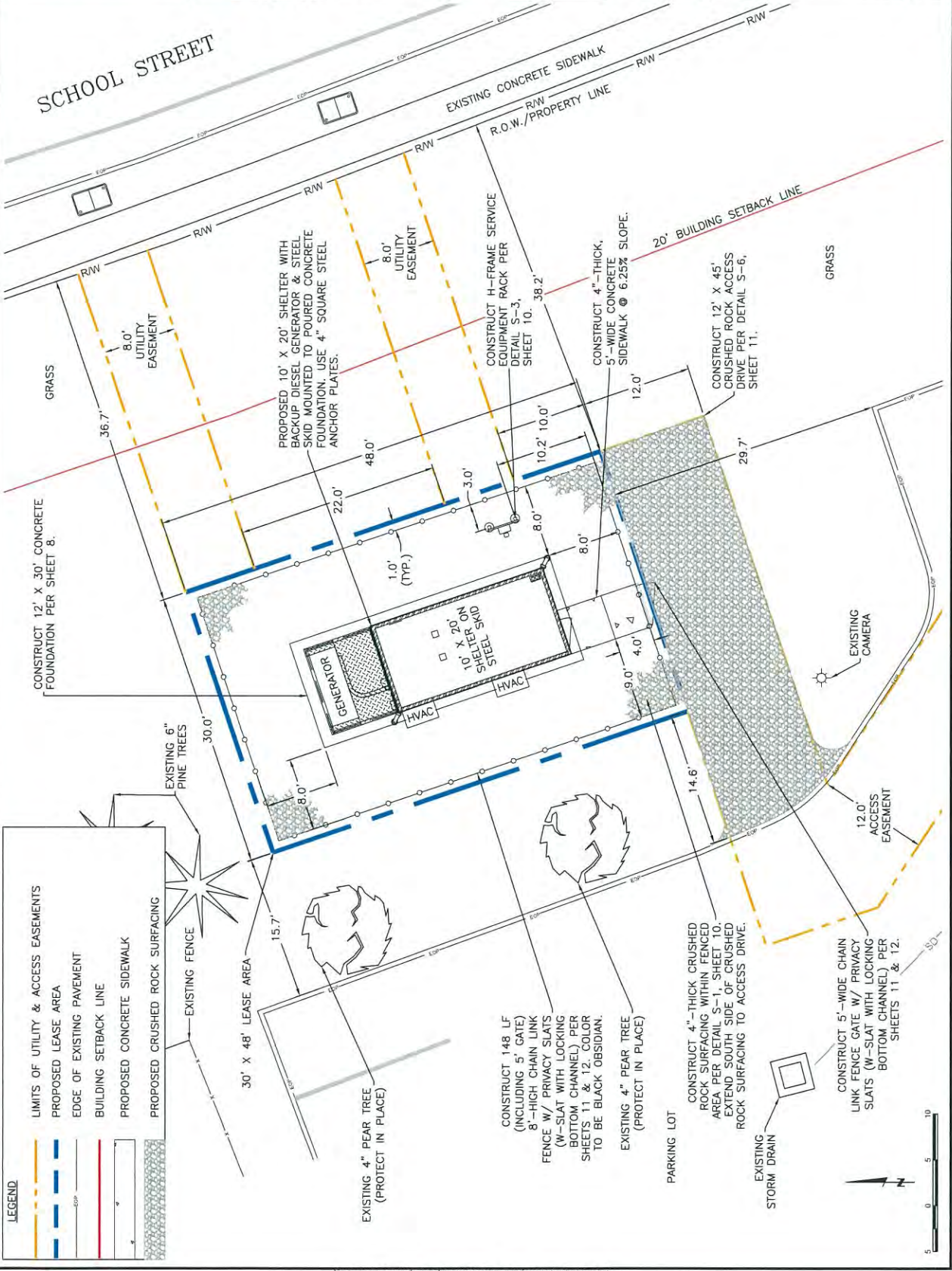


PROJECT NO
20-159-00

SHEET TITLE
SITE PLAN



SHEET NUMBER
05



LEGEND

- LIMITS OF UTILITY & ACCESS EASEMENTS
- PROPOSED LEASE AREA
- EDGE OF EXISTING PAVEMENT
- BUILDING SETBACK LINE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED CRUSHED ROCK SURFACING
- EXISTING FENCE





PROJECT MANAGER
ARCADIS

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SUBMITTALS		REV	
DATE	DESCRIPTION	REV	
10/27/21	FOR PERMIT APPROVAL	0	



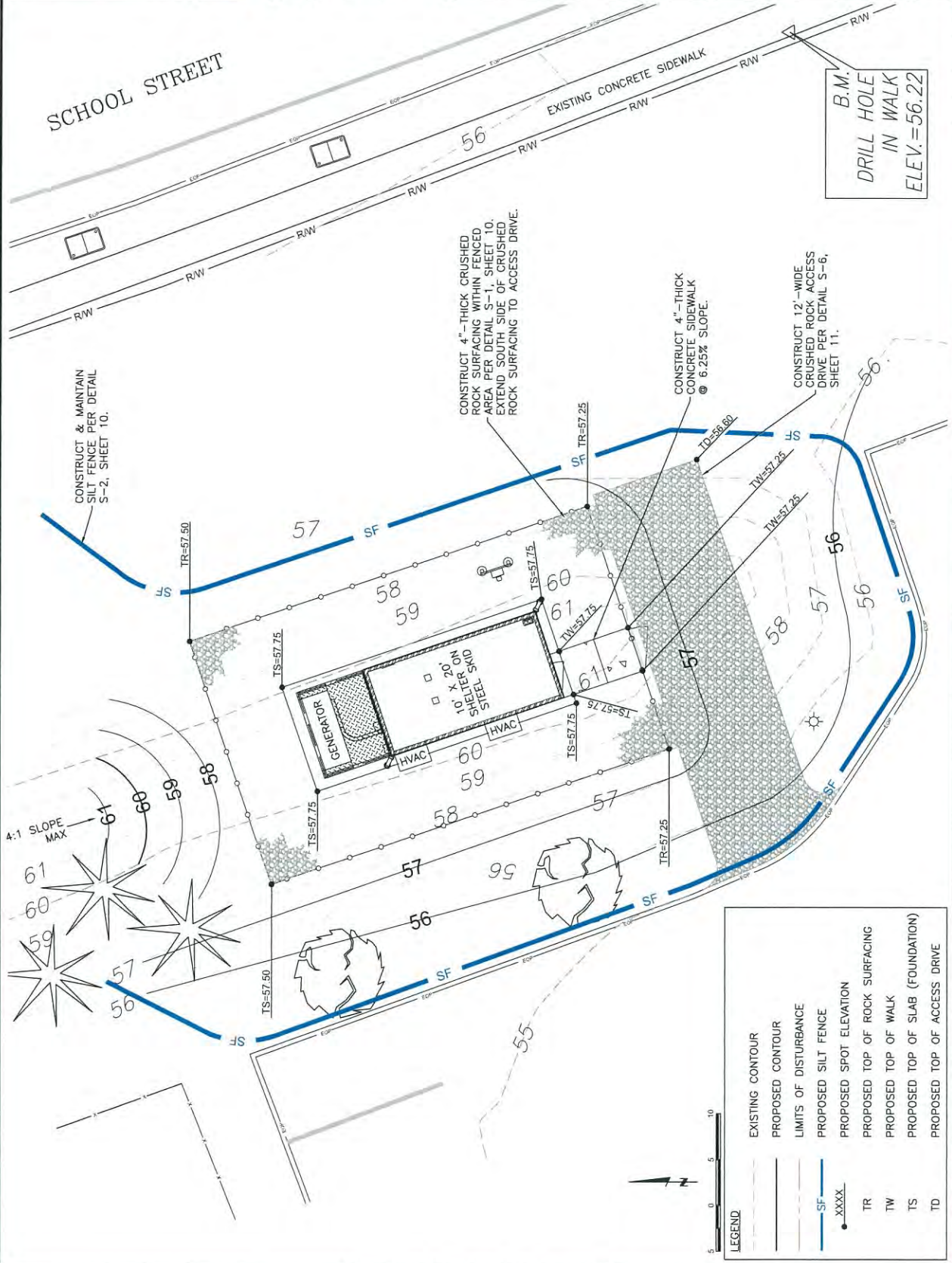
PROJECT NO
20-159-00

SHEET TITLE
GRADING & EROSION CONTROL PLAN



ENGINEER

SHEET NUMBER
06



B.M.
DRILL HOLE
IN WALK
ELEV.=56.22



PROJECT MANAGER
ARCADIS

DRAWN BY: SAS
CHECKED BY: JPB

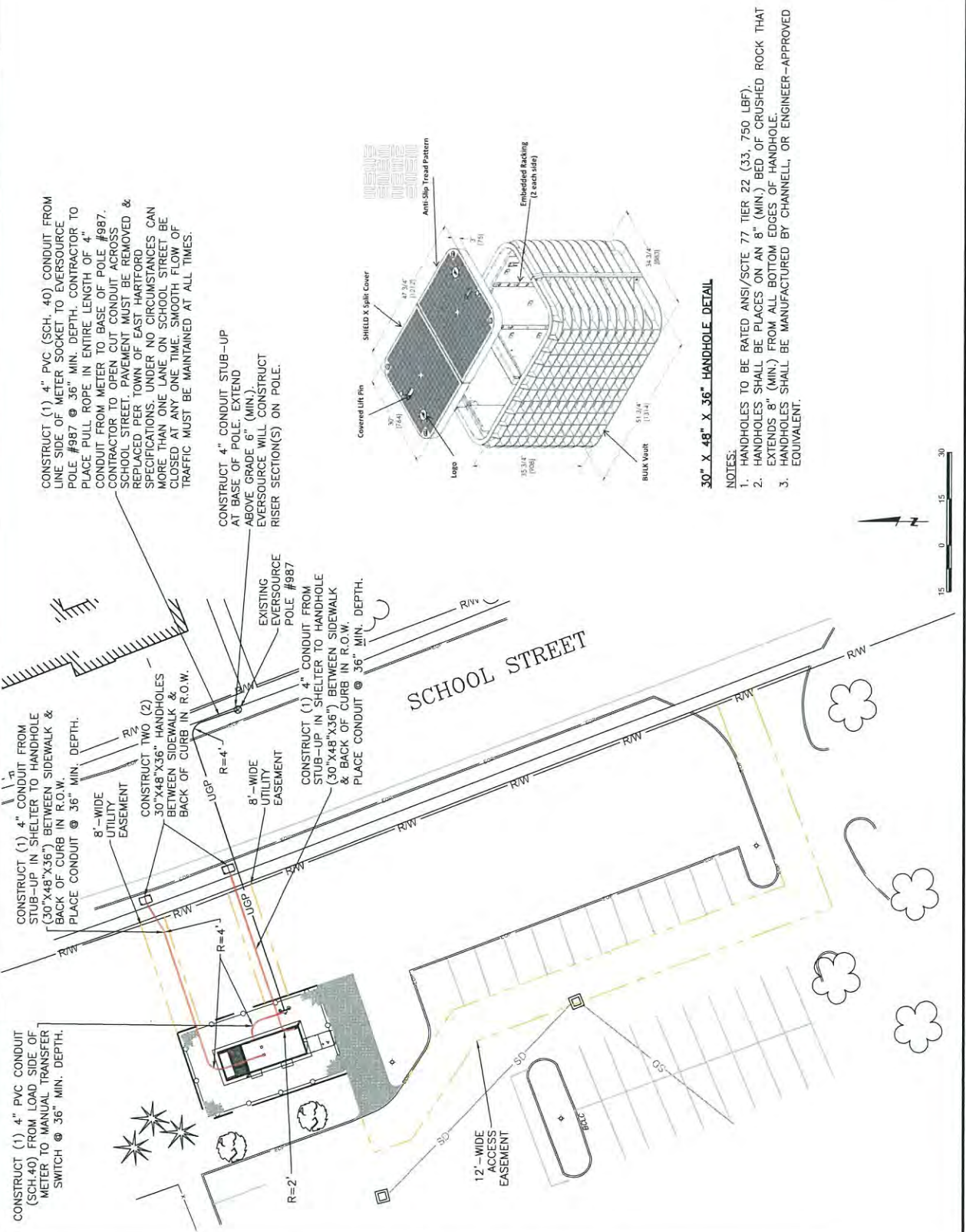
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10/27/21	FOR PERMIT APPROVAL	0



PROJECT NO:
20-159-00
SHEET TITLE:
CONDUIT PLAN

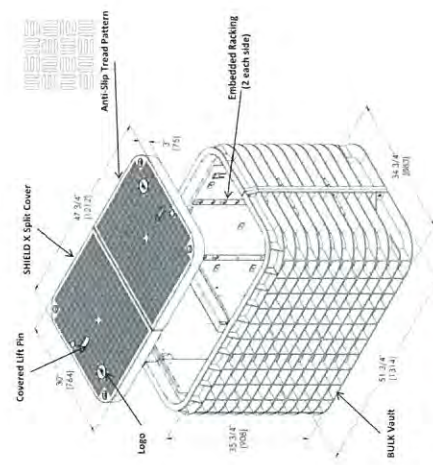


ENGINEER:
SHEET NUMBER
07



CONSTRUCT (1) 4" PVC (SCH. 40) CONDUIT FROM LINE SIDE OF METER SOCKET TO EVERSOURCE POLE #987 @ 36" MIN. DEPTH. CONTRACTOR TO PLACE PULL ROPE IN ENTIRE LENGTH OF 4" CONDUIT FROM METER TO BASE OF POLE #987. CONTRACTOR TO OPEN CUT CONDUIT ACROSS SCHOOL STREET. PAVEMENT MUST BE REMOVED & REPLACED PER TOWN OF EAST HARTFORD SPECIFICATIONS. UNDER NO CIRCUMSTANCES CAN MORE THAN ONE LANE ON SCHOOL STREET BE CLOSED AT ANY ONE TIME. SMOOTH FLOW OF TRAFFIC MUST BE MAINTAINED AT ALL TIMES.

CONSTRUCT 4" CONDUIT STUB-UP AT BASE OF POLE. EXTEND ABOVE GRADE 6" (MIN.) EVERSOURCE WILL CONSTRUCT RISER SECTION(S) ON POLE.



30" X 48" X 36" HANDHOLE DETAIL

- NOTES:
- HANDHOLES TO BE RATED ANSI/SCTE 77 TIER 22 (33, 750 LBF).
 - HANDHOLES SHALL BE PLACES ON AN 8" (MIN.) BED OF CRUSHED ROCK THAT EXTENDS 8" (MIN.) FROM ALL BOTTOM EDGES OF HANDHOLE.
 - HANDHOLES SHALL BE MANUFACTURED BY CHANNEL, OR ENGINEER-APPROVED EQUIVALENT.



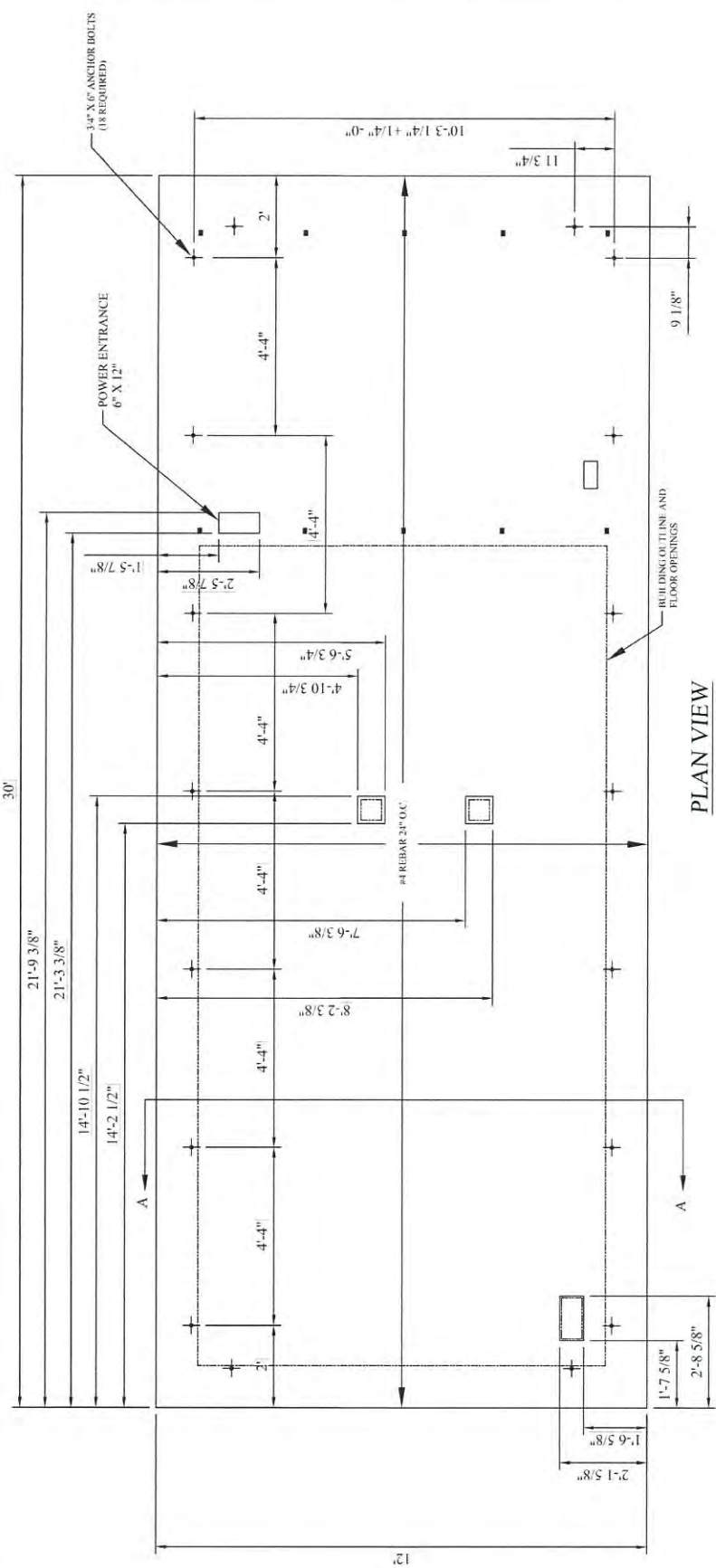
THESE DOCUMENTS ARE THE PROPERTY OF THERMO BOND BUILDINGS. ANY REPRODUCTION OR DISTRIBUTION OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF THERMO BOND BUILDINGS IS STRICTLY PROHIBITED.



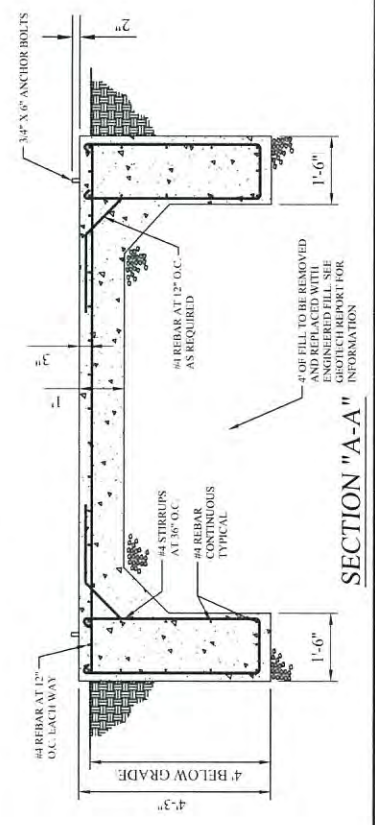
FOUNDATION
EAST HARTFORD, CT
SHELTER
10 W. OD X 20 L. OD X 9 H. ID

TBB1360
SIFI Networks
DRAWING NUMBER
PROJECT NAME

30 OF 35	SHEET
9/24/21	DRAWN BY
2006-3098	REVISION
4/1/21	DATE
2006-3098	DRAWN



- NOTES:**
1. CONCRETE SHALL ATTAIN A MINIMUM ULTIMATE COMPRESSION STRENGTH OF 4000 PSI WITHIN 28 DAYS.
 2. MINIMUM SOIL BEARING 1000 PSF.
 3. REFER TO GEOTECHNICAL ENGINEERING REPORT FOR eX2 TECHNOLOGY, LLC DATED SEPTEMBER 2021 FILE NO. 0231-001.00. PREPARED BY DOWN TO EARTH CONSULTING, LLC.





OWNER
SIFI Networks

PROJECT MANAGER
ARCADIS

DRAWN BY: SAS
CHECKED BY: JPB

DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



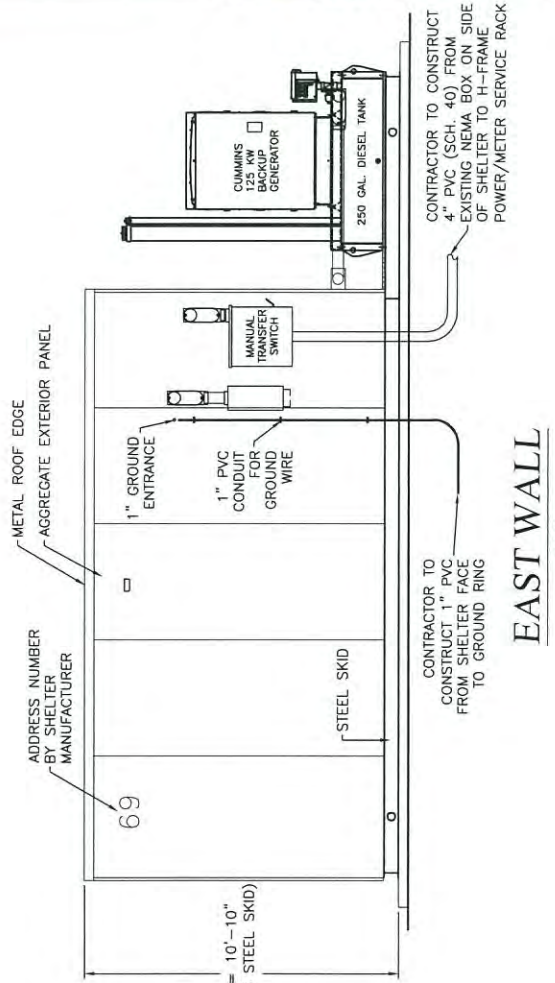
PROJECT NO.
20-159-00

SHEET TITLE
SHELTER
ELEVATIONS

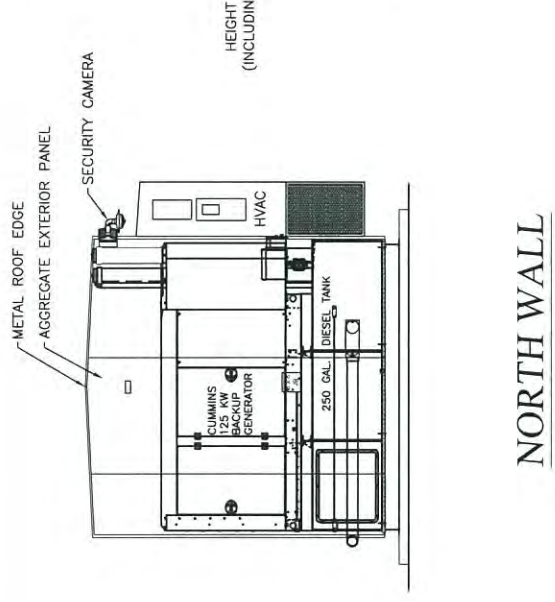


ENGINEER

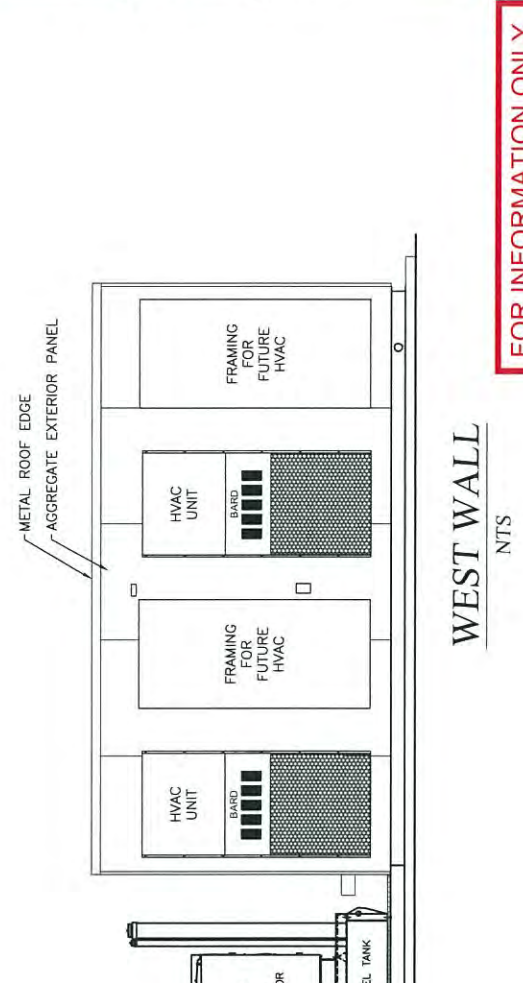
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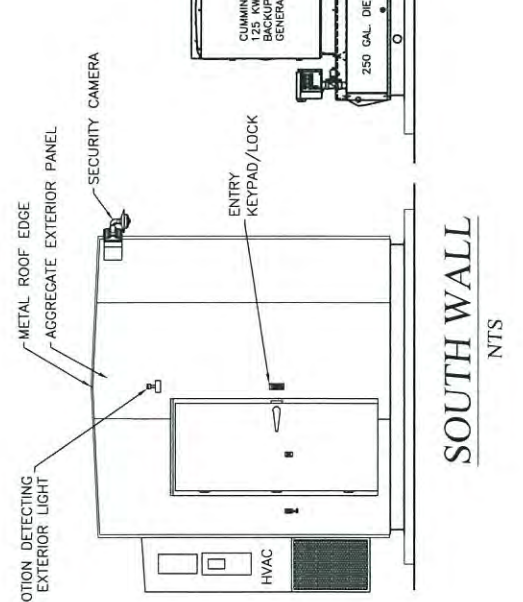
EAST WALL
NTS



NORTH WALL
NTS



WEST WALL
NTS



SOUTH WALL
NTS

**FOR INFORMATION ONLY
SEE SHELTER PLANS**



OWNER
S/M Networks

PROJECT MANAGER
ARCADIS

DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



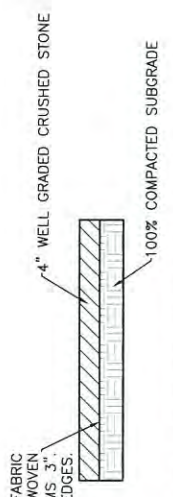
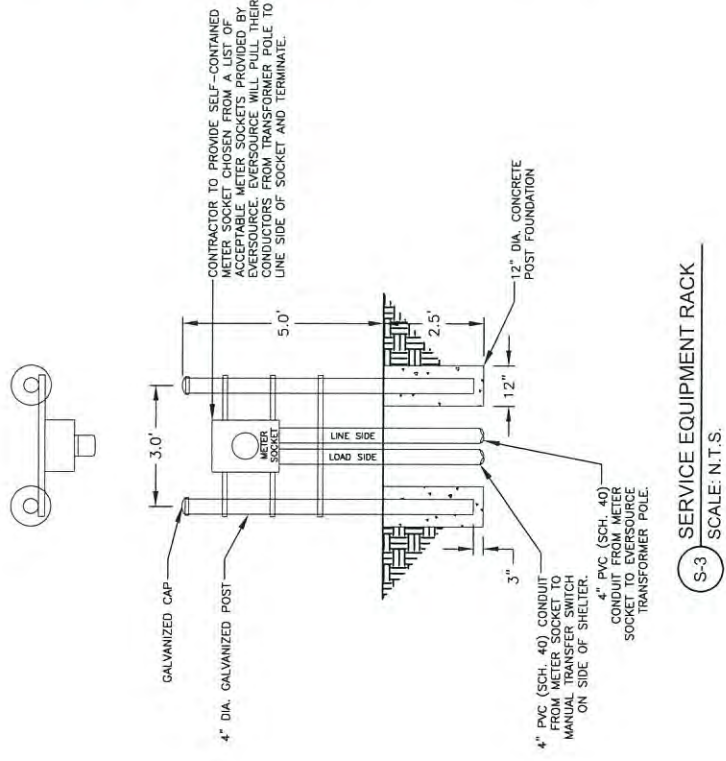
PROJECT NO.
20-159-00

SHEET TITLE
SITE CIVIL DETAILS

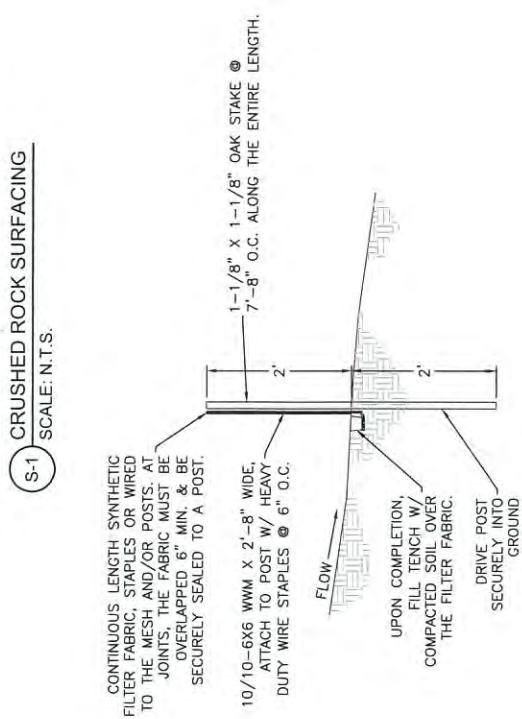


ENGINEER

SHEET NUMBER
10



BLACK LANDSCAPE FABRIC 5 OZ. NEEDLE PUNCHED WOVEN POLYPROPYLENE. LAP SEAMS 3" STAPLE AT SEAMS AND AT EDGES.



- NOTES:
- USE SILT FENCE AS REQUIRED UNTIL ALL DISTURBED AREAS ARE STABILIZED WITH CRUSHED ROCK SURFACING & ESTABLISHED VEGETATION.
 - THE FILTER FABRIC SHALL BE CONTECH C200 FOLLOWING:
 - 75% FILTERING EFFICIENCY
 - TENSILE STRENGTH OF 30 LB./LIN. INCH TENSILE STRENGTH (20%)
 - 0.30 GAL./SQ. FT. MINIMUM FLOW RATE



PROJECT MANAGER
ARCADIS

DRAWN BY:	SAS	CHECKED BY:	JPB
SUBMITTALS		REV	
DATE	DESCRIPTION	DATE	REV
10/27/21	FOR PERMIT APPROVAL		0



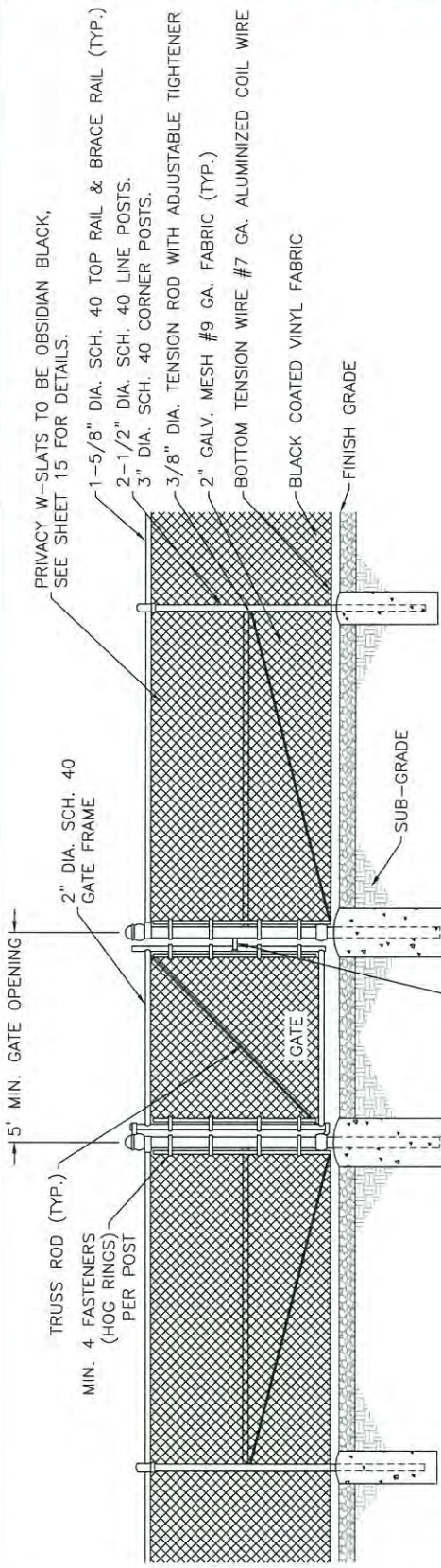
PROJECT NO.
20-159-00

SHEET TITLE
SITE CIVIL & FENCE DETAILS



ENGINEER

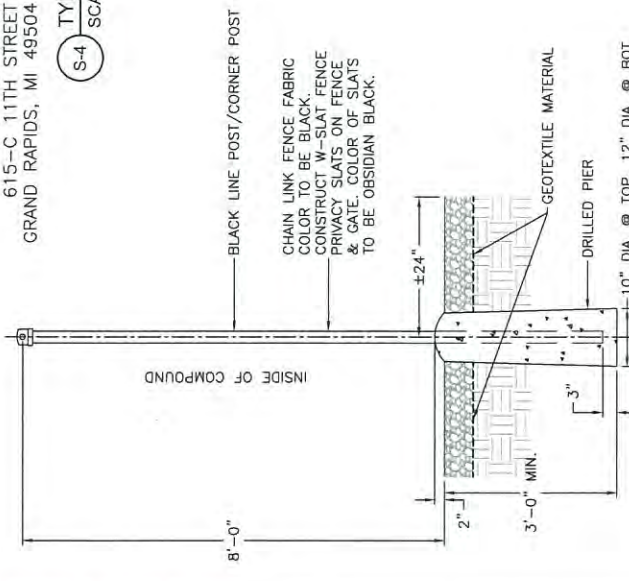
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11



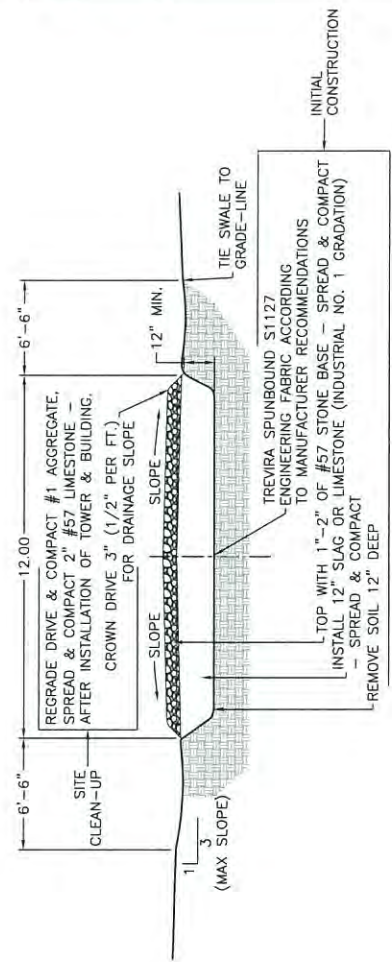
NOTE:
TOP OF CHAIN LINK FENCE (FABRIC) TO BE 8'-0" ABOVE TOP FIN. STONE.

COMMERCIAL STRONG ARM SINGLE-GATE LATCH EQUAL TO: DAC INDUSTRIES 615-C 11TH STREET GRAND RAPIDS, MI 49504

S-4 TYPICAL FENCE SECTION
SCALE: N.T.S.



S-5 FENCE DETAIL
SCALE: N.T.S.

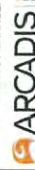


S-6 ACCESS DRIVE SECTION
SCALE: N.T.S.

OWNER



PROJECT MANAGER



DRAWN BY: SAS

CHECKED BY: JPB

SUBMITTALS

DATE	DESCRIPTION	REV
10/27/21	FOR PERMIT APPROVAL	0



PROJECT NO

20-159-00

SHEET TITLE

W-SLAT FENCE DETAILS

ENGINEER



SHEET NUMBER

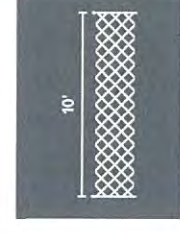
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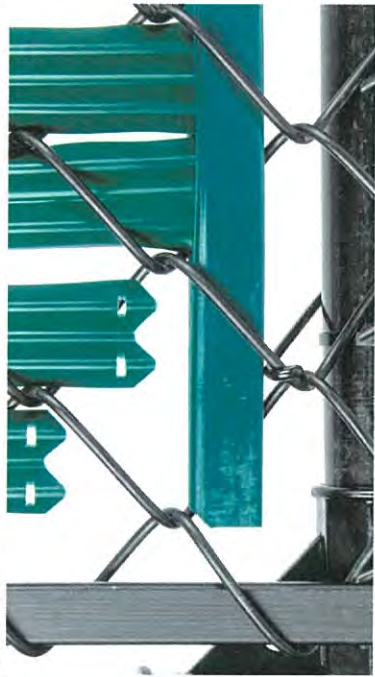
Bottom Locking Slat
Bottom locking rail secures slats to fence, preventing damage from adverse weather.



Rigid Construction
"W" shaped extrusion helps fence slats retain shape under extreme conditions.



Fence Coverage
1 package (82 slats) covers 10 linear feet.

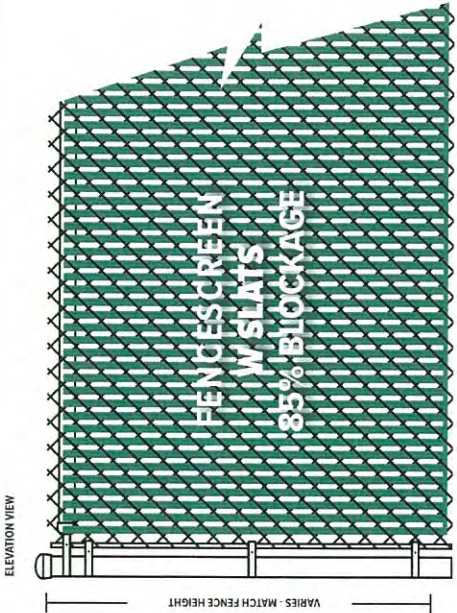


MATERIAL CLOSEUP

NOTE: Slats are 3 1/2" shorter than actual fence height

AVAILABLE COLORS:

- OBSIDIAN BLACK
- ALPINE WHITE
- REDWOOD
- EMERALD GREEN
- DESERT SAND
- CHOCOLATE BROWN



ELEVATION VIEW

VARIES - MATCH FENCE HEIGHT

**FENCESCREEN
W SLATS
85% BLOCKAGE**

FENCESCREEN MATERIAL SPECIFICATIONS

MATERIAL COMPOSITION: HIGH DENSITY POLYETHYLENE (HDPE)

PROPERTIES	RESULTS
Melt Index	0.6
Density	0.957
Minimum Temp.	-76° F
Maximum Temp.	250° F
Tensile Strength	3,700 psi
Slat Width	1 3/8"
Fits Mesh Size	2", 2 1/4", or 2 3/4"
Standard Heights	4, 5, 6, 7, 8 feet
Fits Wire Gauge	9, 11, or 11 1/2
Slats Per Box	82

DRAWING # SLAT-3000W

888-313-6313
WWW.FENCESCREEN.COM



W SLAT

3000 SERIES



RELINQUISH CONTROL OF PORTIONS OF EAST HARTFORD HIGH SCHOOL CAMPUS

DATE: October 28, 2021

SUBMITTED TO: EHPS Board of Education

SUBMITTED BY: Ben Whittaker, Chief Operations Officer

ENCLOSURES: Correspondence from Mayor Leclerc and Map

REASON: To allow for SiFi fiber optic project

BACKGROUND:

As part of its fiber optic system, SiFi Networks East Hartford, LLC ("SiFi") has asked to place certain equipment necessary for the system on portions of the East Hartford High School (EHHS) property, 869 Forbes Street, as shown on the attached map, and described below (the "Property"). SiFi is also seeking the right to obtain and/or grant necessary access and utility easements on the Property. The Property currently comprises a small portion of the EHHS campus. While the Property is owned in fee title by the Town, pursuant to State law it has been dedicated to school use and is currently controlled by the Board of Education.

To allow for the placement of SiFi's equipment, and the granting of the necessary easements, the Town has asked the Board of Education to relinquish control of the Property. This will cause control of the Property to pass back to the Town, and enable the Town to enter into the necessary lease, license and/or easement agreements with SiFi.

PROPERTY:

The Property consists of a Lease Area, an Access Easement and two Utility Easements, all of which are shown on a map entitled "Property and Topographic Survey, Land Now or Formerly of Town of East Hartford, Volume 499, Page 37, 17 Leonard Drive, 869 Forbes Street, East Hartford, Connecticut, prepared by Delta Surveying Services, LLC of Ellington, CT, Job No. 19-014, Scale 1"=20', June 11, 2021, Dwg. No. 1, Sheet 1 of 1".

The Lease Area is described as follows:

Commencing at the northeasterly corner of said lease area, said point being south 07°19'05" east 33.64 feet and South 86°24'43" west 42.34 feet from the northwesterly street line of Leonard Drive; thence running south 03°35'17" east 30.00 feet, thence South 86°24'43" west 48.00 feet, thence North 03°35'17" west 30.00 feet and thence North 86°24'43" east 48.00 feet Through land now or formerly of Town Of East Hartford to the point and place of commencement.

The Access Easement is described as follows:

Commencing at a point on the northerly street line of Leonard Drive, said point being the southeasterly corner of said access easement; thence running south 82°40'55" west 78.04 feet along

the northerly street line of Leonard Drive; thence running south 86°24'43" west 28.02 feet, thence South 03°35'17" east 65.57 feet and thence South 86°24'43" west 12.00 feet through land now or formerly of Town Of East Hartford; thence running north 03°35'17" west 77.57 feet along the proposed lease area and through land now or formerly of Town of East Hartford, partly by each; thence running north 86°24'43" east 39.63 feet, thence North 82°40'55" east 77.65 feet and thence South 07°19'05" east 12.00 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

The northerly Utility Easement is described as follows:

Commencing at a point on the westerly street line of Leonard Drive, said point being south 07°19'05" east 25.62 feet from the northwesterly street line of Leonard Drive. Said point of commencement being the northeasterly corner of said utility easement; thence running south 07°19'05" east 8.02 feet along the westerly street line of Leonard Drive; thence running South 86°24'43" west 57.34 feet through land now or formerly of Town of East Hartford and along the proposed lease area, partly by each; thence running North 03°35'17" west 8.00 feet and North 86°24'43" east 56.81 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

The southerly Utility Easement is described as follows:

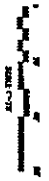
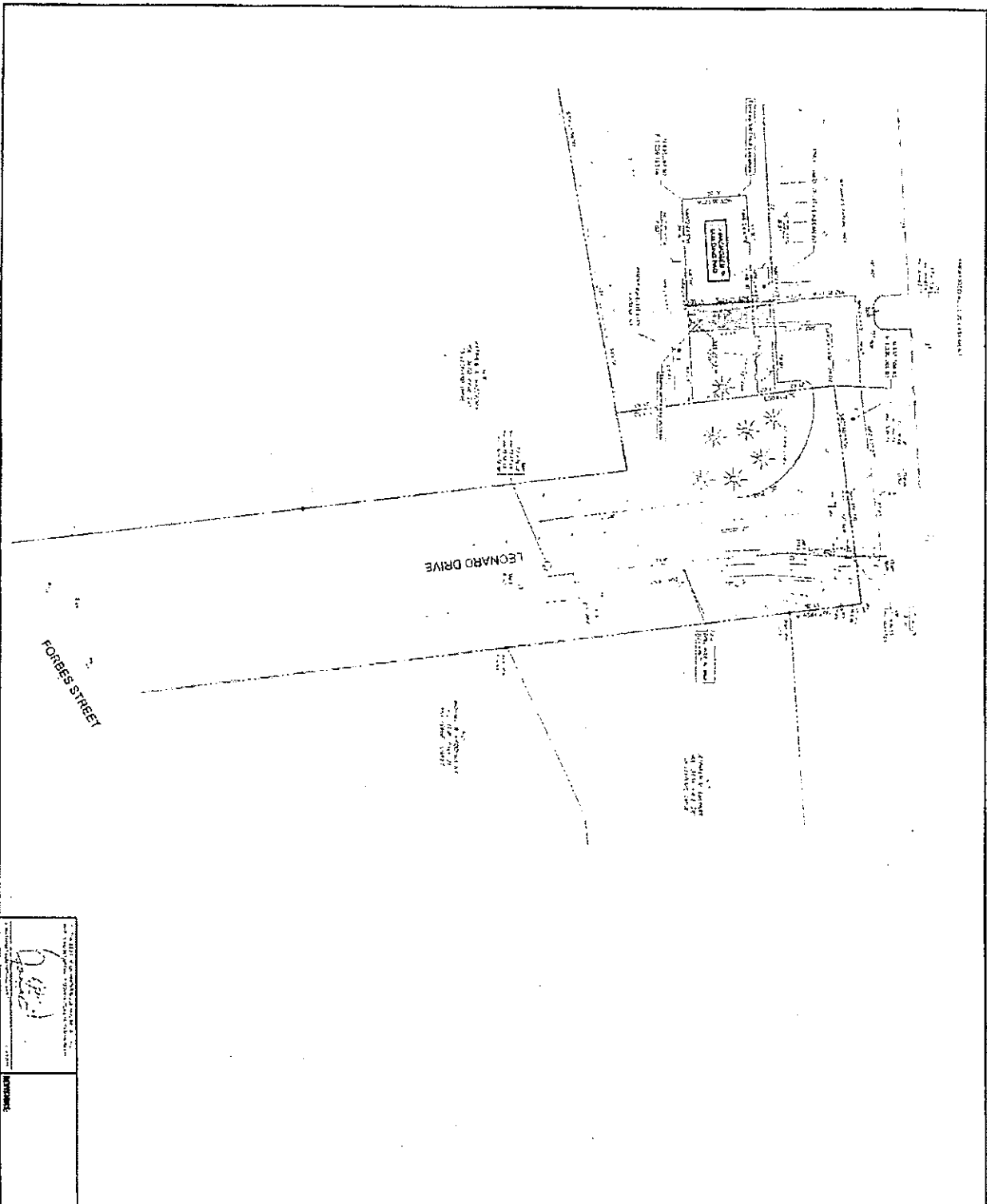
Commencing at a point on the westerly street line of Leonard Drive, said point being south 07°19'05" east 63.70 feet from the northwesterly street line of Leonard Drive. Said point of commencement being the northeasterly corner of said utility easement; thence running south 07°19'05" east 8.02 feet along the westerly street line of Leonard Drive; thence running South 86°24'43" west 64.81 feet and North 03°35'17" west 8.00 feet through land now or formerly of Town of East Hartford; thence running North 86°24'43" east 64.29 feet along the proposed lease area and through land now or formerly of Town of East Hartford, partly by each, to the point and place of commencement.

ACTION: Approve the following Motion:

Move:

That the Board of Education hereby relinquishes control of the Lease Area, Access Easement and two Utility Easements, all of which are shown on a map entitled "Property and Topographic Survey, Land Now or Formerly of Town of East Hartford, Volume 499, Page 37, 17 Leonard Drive, 869 Forbes Street, East Hartford, Connecticut, prepared by Delta Surveying Services, LLC of Ellington, CT, Job No. 19-014, Scale 1"=20', June 11, 2021, Dwg. No. 1, Sheet 1 of 1", a copy of which is attached to this motion, thereby passing control of such property back to the Town of East Hartford.

ACCOUNT AFFECTED BY TRANSACTION: No financial impact




LEGEND

- PROPERTY BOUNDARY
- EASEMENT
- UTILITY
- DRIVEWAY
- FENCE
- CONCRETE
- ASPHALT
- GRAVEL
- SAND
- GRAVE
- TREE
- SHRUB
- FOLIAGE
- ROCK
- SANDSTONE
- LIMESTONE
- GYPSUM
- CLAY
- SILT
- SAND
- GRAVEL
- ASPHALT
- CONCRETE
- DRIVEWAY
- FENCE
- UTILITY
- EASEMENT
- PROPERTY BOUNDARY

NOTICE

This survey was made in accordance with the provisions of the Florida Statutes, Chapter 349, and the rules and regulations of the State Board of Professional Engineers, Chapter 61G-29, Florida Administrative Code. The survey was made by the undersigned, a duly licensed Professional Engineer, State of Florida, License No. 12345. The survey was made on the 15th day of January, 2023. The survey was made for the purpose of showing the location and extent of the property described in the accompanying plat. The survey was made by the use of the most accurate methods and instruments available at the time of the survey. The survey was made in accordance with the provisions of the Florida Statutes, Chapter 349, and the rules and regulations of the State Board of Professional Engineers, Chapter 61G-29, Florida Administrative Code. The survey was made by the undersigned, a duly licensed Professional Engineer, State of Florida, License No. 12345. The survey was made on the 15th day of January, 2023. The survey was made for the purpose of showing the location and extent of the property described in the accompanying plat. The survey was made by the use of the most accurate methods and instruments available at the time of the survey.

PROPERTY AND TOPOGRAPHIC SURVEY	
LIONEL H. BROWN, P.E.	
TOWN OF EAST BARTHOLOMEW	
VOLUME 200, PAGE 37	
1716 COMMERCE STREET, WEST PALM BEACH, FLORIDA 33411	
EXPIRES 12/31/2023	
	
Delta SURVEYING SERVICES, LLC 1716 COMMERCE STREET WEST PALM BEACH, FLORIDA 33411	
DATE	1/15/23
SCALE	AS SHOWN
BY	L.H.B.
CHECKED BY	L.H.B.
DATE	1/15/23
SCALE	AS SHOWN
BY	L.H.B.
CHECKED BY	L.H.B.
DATE	1/15/23

MEMORANDUM
OFFICE OF THE CORPORATION COUNSEL

To: Mayor Leclerc

From: Rich Gentile, Assistant Corporation Counsel 

Date: October 27, 2021

Re: SiFi Project

As part of its fiber optic system, SiFi Networks East Hartford, LLC ("SiFi") has asked to place certain equipment necessary for the system on portions of the East Hartford High School (EHHS) property, 869 Forbes Street, as shown on the attached map, and described in Exhibit A to this memorandum (the "Property"). SiFi is also seeking the right to obtain and/or grant necessary access and utility easements on the Property. The Property currently comprises a small portion of the EHHS campus. While the Property is owned in fee title by the Town, pursuant to State law it has been dedicated to school use and is currently controlled by the Board of Education.

To allow for the placement of SiFi's equipment, and the granting of the necessary easements, I ask that you request that the Board of Education relinquish control of the Property. This will cause control of the Property to pass back to the Town, and enable the Town to enter into the necessary lease, license and/or easement agreements with SiFi. You may make the request directly to Ben Whittaker who has offered to sponsor this request. When you make that request, please forward the attached form memorandum.

The Board of Education may consider the following motion:

Move:

That the Board of Education hereby relinquishes control of the Lease Area, Access Easement and two Utility Easements, all of which are shown on a map entitled "Property and Topographic Survey, Land Now or Formerly of Town of East Hartford, Volume 499, Page 37, 17 Leonard Drive, 869 Forbes Street, East Hartford, Connecticut, prepared by Delta Surveying Services, LLC of Ellington, CT, Job No. 19-014, Scale 1"=20', June 11, 2021, Dwg. No. 1, Sheet 1 of 1", a copy of which is attached to this motion, thereby passing control of such property back to the Town of East Hartford.

EXHIBIT A

East Hartford High School Location

The Property consists of a Lease Area, an Access Easement and two Utility Easements, all of which are shown on a map entitled "Property and Topographic Survey, Land Now or Formerly of Town of East Hartford, Volume 499, Page 37, 17 Leonard Drive, 869 Forbes Street, East Hartford, Connecticut, prepared by Delta Surveying Services, LLC of Ellington, CT, Job No. 19-014, Scale 1"=20', June 11, 2021, Dwg. No. 1, Sheet 1 of 1".

The Lease Area is described as follows:

Commencing at the northeasterly corner of said lease area, said point being south 07°19'05" east 33.64 feet and South 86°24'43" west 42.34 feet from the northwesterly street line of Leonard Drive; thence running south 03°35'17" east 30.00 feet, thence South 86°24'43" west 48.00 feet, thence North 03°35'17" west 30.00 feet and thence North 86°24'43" east 48.00 feet Through land now or formerly of Town Of East Hartford to the point and place of commencement.

The Access Easement is described as follows:

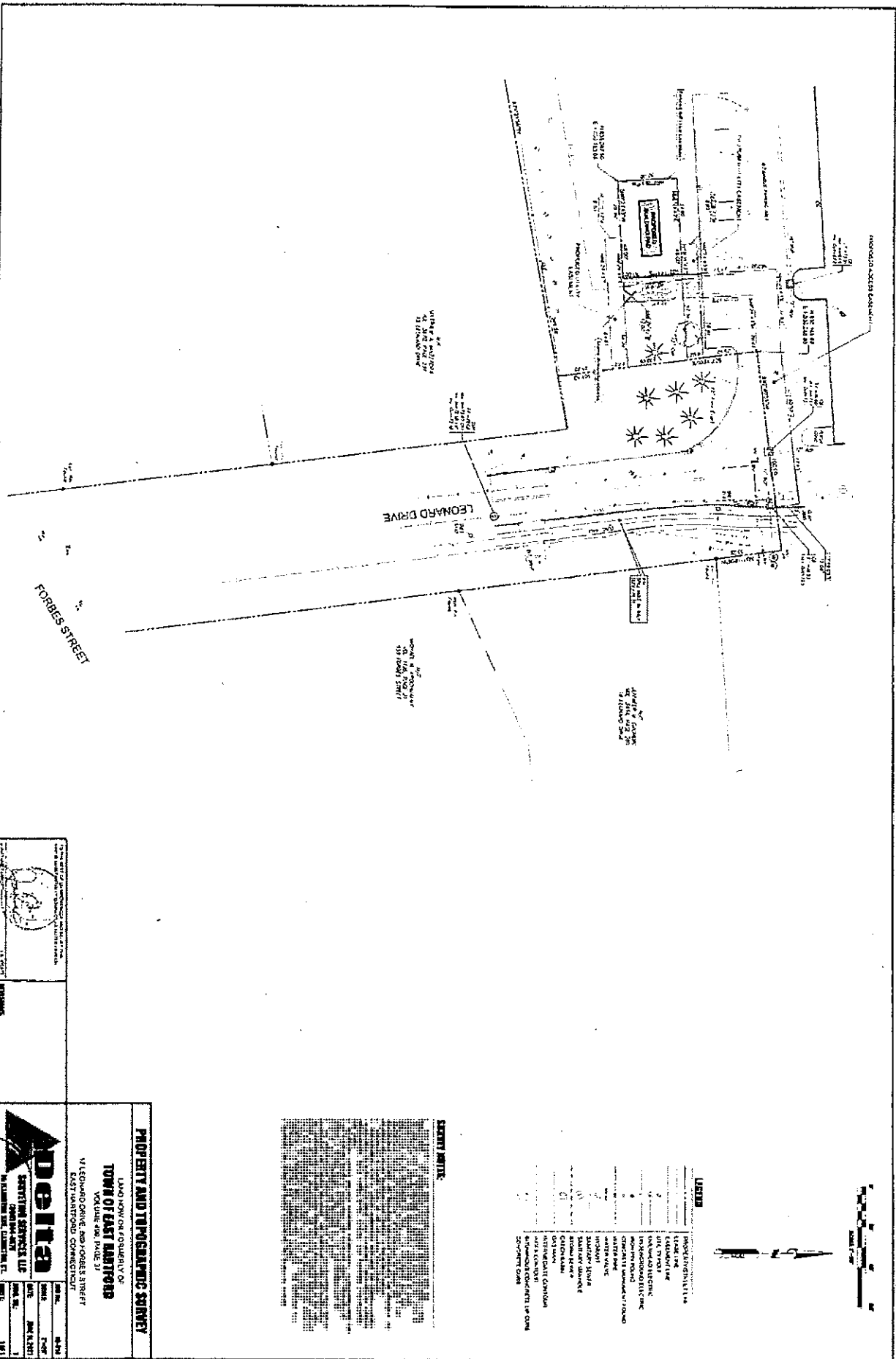
Commencing at a point on the northerly street line of Leonard Drive, said point being the southeasterly corner of said access easement; thence running south 82°40'55" west 78.04 feet along the northerly street line of Leonard Drive; thence running south 86°24'43" west 28.02 feet, thence South 03°35'17" east 65.57 feet and thence South 86°24'43" west 12.00 feet through land now or formerly of Town Of East Hartford; thence running north 03°35'17" west 77.57 feet along the proposed lease area and through land now or formerly of Town of East Hartford, partly by each; thence running north 86°24'43" east 39.63 feet, thence North 82°40'55" east 77.65 feet and thence South 07°19'05" east 12.00 feet through land now or formerly of Town of East Hartford to the point and place of commencement.

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The southerly Utility Easement is described as follows:

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STATE OF FLORIDA
 SURVEYOR
 No. 12345
 J. D. SMITH

PROPERTY AND IMPOUNDING SOCIETY
 LAND HONOR COMPANY OF
TOWN OF EAST LAKE
 VOLUME 98, PAGE 13
 11 LEONARD DRIVE, EAST LAKE, FLORIDA 32835
 DELTA SURVEYING SERVICES, LLC
 12345 MAIN STREET, TAMPA, FL 33601

DATE	11/15/11
SCALE	AS SHOWN
BY	JDS
CHECKED BY	JDS
DATE	11/15/11
SCALE	AS SHOWN
BY	JDS
CHECKED BY	JDS
DATE	11/15/11
SCALE	AS SHOWN
BY	JDS
CHECKED BY	JDS

SETBACK TABLE

SETBACK	MINIMUM	MAXIMUM
FRONT	5.0'	10.0'
REAR	5.0'	10.0'
SIDE	5.0'	10.0'
CORNER	5.0'	10.0'
ADJACENT	5.0'	10.0'
UTILITY	5.0'	10.0'
WATER	5.0'	10.0'
SEWER	5.0'	10.0'
ELECTRIC	5.0'	10.0'
TELEPHONE	5.0'	10.0'
CABLE	5.0'	10.0'
OTHER	5.0'	10.0'

- LIST**
- 1. PROPERTY AND IMPOUNDING SOCIETY
 - 2. LAND HONOR COMPANY OF
 - 3. TOWN OF EAST LAKE
 - 4. VOLUME 98, PAGE 13
 - 5. 11 LEONARD DRIVE, EAST LAKE, FLORIDA 32835
 - 6. DELTA SURVEYING SERVICES, LLC
 - 7. 12345 MAIN STREET, TAMPA, FL 33601
 - 8. DATE: 11/15/11
 - 9. SCALE: AS SHOWN
 - 10. BY: JDS
 - 11. CHECKED BY: JDS
 - 12. DATE: 11/15/11
 - 13. SCALE: AS SHOWN
 - 14. BY: JDS
 - 15. CHECKED BY: JDS

Leclerc, Marcia

From: BENJAMIN P. WHITTAKER <whittaker.bp@easthartford.org>
Sent: Wednesday, October 27, 2021 7:35 AM
To: Wilson, Douglas
Cc: Gentile, Richard; Lawlor, John; Leclerc, Marcia
Subject: RE: SiFi - First Amendment to Public Way License Agreement - Board of Education Resolution

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

Doug,

Thanks for sending over the revised documents. At a quick glance I don't see any concerns for a site perspective, but will have our team review today and get back to you with any questions.

I can help "broker" your resolution with the BOE and get you on the agenda for 11/15 (7PM) if you can have a finalized resolution package ready by 11/9, or on the 12/20 agenda if you need more time. It will have to go to the BOE's Facilities Committee first, meetings of which usually take place on the same night as the regular meetings. If you or someone from DPW can be on hand to answer questions, that would avoid any potential delay if questions come up that we can't answer, but if the resolution is straightforward you may not need to appear.

I'll sent a BOE Action Item template under separate cover and some additional procedural info.

Glad the project is moving towards construction!

Thanks,

Ben

From: Wilson, Douglas <Dwilson@easthartfordct.gov>
Sent: Tuesday, October 26, 2021 3:22 PM
To: BENJAMIN P. WHITTAKER <whittaker.bp@easthartford.org>
Cc: Gentile, Richard <RPGentile@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Leclerc, Marcia <MLEclerc@easthartfordct.gov>
Subject: FW: SiFi - First Amendment to Public Way License Agreement - Board of Education Resolution

Ben,

We've been working with SiFi on the "hut" installation at EH High School. The plans, easements and amended agreement are in much better shape than the last time you saw them. We are currently asking SiFi to confirm the language in the amendment before we go to the Town Council for a resolution authorizing the Mayor to sign the amendment.

We also need to have the Board of Education pass a resolution authorizing this area of the parcel as a non-educational use. I assume that we should start with you and, provided you are satisfied with the arrangements and proposed equipment, then get onto the Board of Education agenda.

>> Any concerns with the proposed installation?

We'd appreciate your assistance with getting on the BOE agenda. Not sure if you need to be the one to request a spot on the agenda or if you just need to point me to the correct person to contact. Either way works for me.

>> Let me know.

Douglas R. Wilson, P.E.
Town Engineer
Engineering Division
740 Main Street
East Hartford, CT 06108
(860) 291-7380
Direct (860) 291-7383
Mobile (860) 209-8121
dwilson@easthartfordct.gov
www.easthartfordct.gov

From: Wilson, Douglas
Sent: Tuesday, October 26, 2021 2:50 PM
To: Dennis Taylor <dennis.taylor@sifinetworks.com>
Cc: Thomas Wingert <thomas@sifinetworks.com>; Gentile, Richard (RGentile@easthartfordct.gov) <RGentile@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Leclerc, Marcia (MLEclerc@easthartfordct.gov) <MLEclerc@easthartfordct.gov>
Subject: SiFi - First Amendment to Public Way License Agreement - Draft3

Dennis,

Attached please find a first amendment to the Public Way License Agreement for the SiFi project. The original extent of the agreement included only Town right-of-way. This amendment adds the lease areas (and easements) at the EHHS and PSC locations. I've also attaching the supporting documents referenced in the amendment.

>> Please review and let us know if there are any comments.

We will need the amendment signed and returned so we can schedule a meeting with Town Council, which will allow the Mayor to endorse the amendment.

>> Let me know if you have any questions.

Douglas R. Wilson, P.E.
Town Engineer



Town of
EAST HARTFORD
CONNECTICUT

Engineering Division
740 Main Street
East Hartford, CT 06108
(860) 291-7380

Direct (860) 291-7383
Mobile (860) 209-8121
dwilson@easthartfordct.gov
www.easthartfordct.gov



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 8, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: 2021 State Bond Commission Urban Act Grant for East Hartford Senior Center Generator

The Town Council passed a resolution on May 24, 2021 authorizing former Mayor Marcia Leclerc to submit an Urban Act Grant application required by DECD for allocation of \$100,000 grant funds for the purchase of emergency backup generator for the new East Hartford Senior Center.

However, seeing as there will be several additional documents requiring the Mayor's signature for the project, DECD is requiring a new resolution that reflects the new mayor of the town.

Please place this item on the Town Council agenda for the November 16th, 2021 meeting.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director

RECEIVED

NOV 08 2021

GRANTS ADMINISTRATION
MEMORANDUM

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager *PMO'S*

SUBJECT: Council Resolution – 2021 State Bond Commission Urban Act Grant for East Hartford Senior Center Generator

DATE: November 8, 2021

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the state Department of Economic and Community Development (DECD) for an Urban Act Grant authorized by the State Bond Commission for an emergency backup generator for the new East Hartford Senior Center.

On May 24, 2021, the Town Council passed a resolution authorizing the Mayor of East Hartford to submit an Urban Act Grant application required by DECD for disbursement of \$100,000 purchase of an emergency backup generator for the new East Hartford Senior Center. I have attached a copy of that resolution, along with the supporting materials that accompanied the request for consideration.

Because there will be several more documents in the life of this grant that will require the Mayor's signature, DECD is requiring a new resolution that identifies the current occupant of that Office as the official empowered to act on the Town's behalf. Approval of the attached draft resolution will fulfill this requirement.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 16, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 16th day of November, 2021

R E S O L U T I O N

WHEREAS; pursuant to PA 79-607, As Amended Sec. 21 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS; it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$100,000 in order to undertake the East Hartford Senior Center Emergency Generator Project and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED; that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by PA 79-607, As Amended Sec. 21, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$100,000 is hereby approved and;

LET IT FURTHER BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford.

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, 2021.

Seal

Signed: _____
Angela M. Attenello, Council Clerk

TOWN OF EAST HARTFORD
740 Main Street
East Hartford, Connecticut 06108

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 24th day of May, 2021

RESOLUTION

WHEREAS pursuant to PA 79-607, As Amended Sec. 21 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$100,000 in order to undertake the East Hartford Senior Center Emergency Generator Project and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by PA 79-607, As Amended Sec. 21, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$100,000 is hereby approved; and

LET IT FURTHER BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford.

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 this 10th day of September, 2021.

Signed:


Angela M. Attenello, Council Clerk

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2020 State Bond Commission Urban Act Grant for East Hartford Senior Center

Funder: State Bond Commission via state Department of Economic and Community Development

Grant Amount: \$100,000

Frequency: One time Annual Biennial Other _____

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required? Yes No

If yes, how much? N/A

From which account? N/A

Grant purpose: Purchase of emergency backup generator and related electronic infrastructure for new Senior Center

Results achieved: Purchase of emergency backup generator and related electronic infrastructure for new Senior Center

Duration of grant: 7/21/2020 to 12/31/2022

Status of application: Bond Commission approved grant on 7/21/2020

Meeting attendee: To be determined

Comments: None

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager
SUBJECT: Council Resolution – 2020 State Bond Commission Urban Act Grant for East Hartford Senior Center Generator
DATE: May 20, 2021

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the state Department of Economic and Community Development (DECD) for an Urban Act Grant authorized by the State Bond Commission for an emergency backup generator for the new East Hartford Senior Center.

On July 21, 2020, the state Bond Commission authorized a grant-in-aid in the amount of \$500,000 to the Town of East Hartford for the purchase of an emergency backup generator. The grant includes funding for the purchase of the generator and related electronic infrastructure to the including communication systems, low voltage systems and wiring for low voltage systems.

You may recall that the Council approved a resolution concerning this grant in August, 2020. Since then, it has been determined that many of the purchases concerning the generator had been made prior to the Bond Commission's approval, making them ineligible for reimbursement under this grant. As a result, the Town has requested (and DECD has approved) reallocating \$400,000 of these funds to the renovation of Veterans Memorial Clubhouse (VMC). However, since the original Council resolution included the \$500,000 figure, DECD has requested two new resolutions; one for \$100,000 for the generator and \$400,000 for VMC.

The attached resolution will authorize you to submit the Urban Act Grant application required by DECD for disbursement of the grant funds.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on May 24, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 24th day of May, 2021

RESOLUTION

WHEREAS; pursuant to PA 79-607, As Amended Sec. 21 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS; it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$100,000 in order to undertake the East Hartford Senior Center Emergency Generator Project and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED; that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by PA 79-607, As Amended Sec. 21, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$100,000 is hereby approved and

LET IT FURTHER BE RESOLVED; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford

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 May, 2021.

Seal

Signed: _____
Angela M. Attenello, Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 8, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: 2021 State Bond Commission Urban Act Grant for Renovations to
Veterans Memorial Clubhouse

The Town Council passed a resolution on May 24, 2021 authorizing former Mayor Marcia Leclerc to submit an Urban Act Grant application required by DECD for allocation of \$400,000 grant funds for renovations to the Veterans Memorial Clubhouse (VMC).

However, seeing as there will be several additional documents requiring the Mayor's signature for the project, DECD is requiring a new resolution that reflects the new mayor of the town.

Please place this item on the Town Council agenda for the November 16th, 2021 meeting.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director


RECEIVED

NOV 08 2021

GRANTS ADMINISTRATION
MEMORANDUM

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: New Council Resolution – 2021 State Bond Commission Urban Act Grant for Renovations to Veterans Memorial Clubhouse

DATE: November 8, 2021

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the state Department of Economic and Community Development (DECD) for an Urban Act Grant authorized by the State Bond Commission for renovations to the Veterans Memorial Clubhouse (VMC).

On May 24, 2021, the Town Council passed a resolution authorizing the Mayor of East Hartford to submit an Urban Act Grant application required by DECD for disbursement of \$400,000 grant funds for renovations to the VMC. I have attached a copy of that resolution, along with the supporting materials that accompanied the request for consideration.

Because there will be several more documents in the life of this grant that will require the Mayor's signature, DECD is requiring a new resolution that identifies the current occupant of that Office as the official empowered to act on the Town's behalf. Approval of the attached draft resolution will fulfill this requirement.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 16, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 16th day of November, 2021

RESOLUTION

WHEREAS; pursuant to PA 79-607, As Amended Sec. 21 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS; it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$400,000 in order to undertake renovations to the Veterans Memorial Clubhouse and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED; that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by PA 79-607, As Amended Sec. 21, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$400,000 is hereby approved and

LET IT FURTHER BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford

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, 2021.

Seal

Signed: _____
Angela M. Attenello, Council Clerk

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 24th day of May, 2021

RESOLUTION

WHEREAS pursuant to PA 79-607, As Amended Sec. 21 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$400,000 in order to undertake renovations to the Veterans Memorial Clubhouse and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by PA 79-607, As Amended Sec. 21, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$400,000 is hereby approved; and

LET IT FURTHER BE RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford.

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 this 10th day of September, 2021.

Signed: Angela M. Attenello
Angela M. Attenello, Council Clerk

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2021 State Bond Commission Urban Act Grant for Renovations to Veterans Memorial Clubhouse

Funder: State Bond Commission via state Department of Economic and Community Development

Grant Amount: \$400,000

Frequency: One time Annual Biennial Other _____

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required? Yes No

If yes, how much? N/A

From which account? N/A

Grant purpose: Fund renovations to Veterans Memorial Clubhouse

Results achieved: Renovation of Veterans Memorial Clubhouse

Duration of grant: 4/16/2021 to 12/31/2022


Status of application: Bond Commission approved grant on 4/16/2021

Meeting attendee: To be determined

Comments: None

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager, 

SUBJECT: Council Resolution – 2021 State Bond Commission Urban Act Grant for Renovations to Veterans Memorial Clubhouse

DATE: May 20, 2021

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the state Department of Economic and Community Development (DECD) for an Urban Act Grant authorized by the State Bond Commission for renovations to the Veterans Memorial Clubhouse (VMC)

On April 16, 2021, the state Bond Commission authorized a grant-in-aid in the amount of \$400,000 to the Town of East Hartford for Renovations to the VMC. The attached resolution will authorize you to submit the Urban Act Grant application required by DECD for disbursement of the grant funds.

You may recall that in August, 2020, the Council approved a resolution for a \$500,000 bond grant for the purchase of an emergency generator and related electronic infrastructure for the Senior Center. Since then, it has been determined that many of the purchases concerning the generator had been made prior to the Bond Commission's approval, making them ineligible for reimbursement under this grant. As a result, the Town has requested (and DECD has approved) reallocating \$400,000 of these funds to the renovation of the VMC.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on May 24, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 24th day of May, 2021

RESOLUTION

WHEREAS; pursuant to PA 79-607, As Amended Sec. 21 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS; it is desirable and in the public interest that the Town of East Hartford make an application to the State for \$400,000 in order to undertake renovations to the Veterans Memorial Clubhouse and to execute an Assistance Agreement.

NOW THEREFORE LET IT BE RESOLVED; that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by PA 79-607, As Amended Sec. 21, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed \$400,000 is hereby approved and

LET IT FURTHER BE RESOLVED; that Marcia A. Leclerc, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford

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 May, 2021.

Seal

Signed: _____
Angela M. Attenello, Council Clerk

MINUTES OF THE MEETING OF THE STATE BOND COMMISSION

Held via Teleconference broadcast by CT-N on April 16, 2021

Present:

Ned Lamont	Governor and Chairman
Melissa McCaw	Secretary of the Office of Policy and Management Secretary of the Commission
William Tong	Attorney General
Kevin Lembo	State Comptroller
Shawn T. Wooden	State Treasurer
Josh Geballe	Commissioner of the Department of Administrative Services
John W. Fonfara	Senator and Co-chair of the Joint Standing Committee on Finance, Revenue and Bonding
Sean Scanlon	Representative and Co-chair of the Joint Standing Committee on Finance, Revenue and Bonding
Henri Martin ¹	Senator and Ranking Member of the Joint Standing Committee on Finance, Revenue and Bonding
Holly Cheeseman	Representative and Ranking Member of the Joint Standing Committee on Finance, Revenue and Bonding

Invited Co-Chairs/Ranking Members:

Senator Marilyn Moore, Representative Dorinda Borer.

Other Participants:

Secretary of the State Denise Merrill; Sarah Sanders, State Treasurer's Office; Commissioner Joseph Giuliotti, Mark Rolfe, Garrett Eucalitto, Department of Transportation; Dave Cooley, Department Energy and Environmental Protection; Deputy Commissioner Glendowyn Thames, Department of Economic and Community Development; Commissioner Seila Mosquera-Bruno, Department of Housing; Commissioner Mark Boughton, Department of Revenue Services; Commissioner Miriam Delphin-Rittmon, Department of Mental Health and Addiction Services; Andrea Barton Reeves, Paid Family and Medical Leave Insurance Authority; Warren Schilling, Department of Developmental Services; John Henshaw, Connecticut Port Authority; Michael Freimuth, Capital Region Development Authority; Joe Danao, Department of Veterans Affairs; Colonel Stavros Melekas, Department of Emergency Services and Public Protection; Deputy Secretary Kosta Diamantis, Ebony Hargrove and Steven Kitowicz, Office of Policy and Management.

After a roll call confirming the presence of a quorum, as provided at the reorganization meeting of the Commission held on July 28, 1978, Governor Ned Lamont, as Chairman, called the meeting to order at 11:03 a.m. on Friday, April 16, 2021 and the Secretary of the Office of Policy and Management, as Secretary, recorded the minutes of the meeting.

Upon a motion made and duly seconded the minutes of the meeting held on December 18, 2020 were approved by roll call vote².

¹ Due to technical difficulties, Senator Martin could not be heard and wishes to indicate that he voted yes on all items on the agenda.

² Representative Cheesman abstained.

approved this calendar year including on the date hereof, in the aggregate do not exceed the calendar year limit established in accordance with Section 3-20(d)(2) of the General Statutes of Connecticut; and

DOES HEREBY DIRECT THAT all federal, private and other moneys now available or hereafter to be made available for costs in connection with the project described and identified in said request by or on behalf of the Secretary of the Office of Policy and Management shall be added to the State moneys available or becoming available under said Act for such project and be used for such project as if constituting such State moneys; and

DOES HEREBY RESOLVE THAT:

Section 1. The amount of Community Conservation Development Bonds authorized to be issued pursuant to Section 21(a) of Public Act No. 79-607 of the General Assembly of the State of Connecticut, as amended, is hereby increased by \$15,217,168 in order to provide funds for the purposes and projects described in the requests submitted by or on behalf of the Secretary of the Office of Policy and Management and entitled "Request Nos. 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492 and 1493 to the State Bond Commission Pursuant to Section 21(a) of Public Act 79-607 of the General Assembly of the State of Connecticut, as Amended, for Authorization of \$15,217,168 Bonds of the State", dated April 16, 2021 and hereby approved and ordered to be filed with the records of this meeting.

The aggregate amount of Community Conservation Development Bonds authorized to date pursuant to Section 21(a) of Public Act No. 79-607 and unissued to date, including the \$15,217,168 authorized by this resolution, is \$276,492,648. Bonds in the principal amount of \$1,548,220,647 (Series A through Series YY), have previously been issued.

Section 2. The form, date, maturities and other details of such authorized but unissued bonds shall be hereafter determined by this Commission or by the State Treasurer acting in accordance with procedures to be established by this Commission.


Under Section 21(b)(6)(B) of the above-mentioned Public Act, the State Bond Commission voted to approve a request of the Department of Economic and Community Development for the reauthorization of unexpended funds in the aggregate amount of \$400,000. Said previously allocated funds are available from funds approved at the July 21, 2020 State Bond Commission meeting (Item 34(II)(D), Request 1460) to provide a grant-in-aid to the Town of East Hartford to finance the purchase of an emergency back-up generator at the senior center. The purpose of this request is to reallocate the funds to a grant-in-aid to the Town of East Hartford to finance renovations to the Veteran's Memorial Clubhouse.

Under Section 21(b)(6)(B) of the above-mentioned Public Act, the State Bond Commission voted to approve a request of the Department of Energy and Environmental Protection for the reauthorization of unexpended funds in the aggregate amount of \$400,000. Said previously allocated funds are available from funds approved at the September 29, 2020 State Bond Commission meeting (Item 9(C), Request 1481) to provide a grant-in-aid to the Town of Rocky Hill to assist with replacement of the pool and modifications to the wading pool, including a splash pad at Elm Ridge Park. The purpose of this request is to reallocate the funds to a grant-in-aid to the Town of Rocky Hill to assist with the upgrade of fields and infrastructure as well as master planning at Elm Ridge Park.

(Item 31)



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: Silver Lane Encroachment Agreement

Enclosed is an Encroachment Agreement provided by the State Department of Transportation (DOT) for maintenance of branches, trash receptacles, bus stop landing pad, sidewalks and ADA ramps in the state highway's right-of-way on Route 502 in Town as part of phase 1 of Silver Lane sidewalk project.

The Town must receive approval from the Town Council for the Phase 1 Sidewalk Project, spanning the south side from Pratt and Whitney entrance to Rentschler Field and Aldi.

Please place this item on the Town Council agenda for the November 16th, 2021 meeting.

Cc: E. Buckheit, Development Director
R. Gentile, Assistant Corporation Counsel
D. Wilson, Town Engineer

MICHAEL P. WALSH
MAYOR


TOWN OF EAST HARTFORD

Phone: 860 291-7380

740 Main Street
East Hartford, Connecticut 06108

MEMORANDUM

TO: Michael P. Walsh, - Mayor

FROM: John P. Lawlor, Jr - Director of Public Works 

DATE: November 9, 2021

RE: Silver Lane Sidewalk Project – CRDA Phase 1
Encroachment Agreement

Attached please find an *Encroachment Agreement* for the above-referenced project. The agreement covers maintenance benches, trash receptacles, but stop landing pad, sidewalks and ADA ramps that will be installed in the right-of-way for Silver Lane (State Route 502). Phase 1 of the CRDA-funded project will improve pedestrian access along Silver Lane between Gold Street and the driveway to the Pratt & Whitney Stadium/Simmons Road. The Connecticut Department of Transportation already endorsed the agreement.

Please request that the agreement is placed on the Town Council agenda for the next regular meeting.

C: E. Buckheit, Director of Development
R. Gentile, Assistant Corporation Counsel
D. Wilson, Town Engineer



**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546**



October 20, 2021

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

Dear Mayor Leclerc;

Subject: Encroachment Agreement No. 8.09-01(21) for maintenance of benches, trash receptacles, bus stop landing pad, sidewalks and ADA ramps in State highway right-of-way on Route 502 in the Town of East Hartford.

Enclosed are two copies of the subject Encroachment Agreement prepared for signature. When completed, the Agreement, in conjunction with the construction plans and encroachment permit will allow your organization to construct and thereafter maintain the Town improvements within the State Right of Way as described in Encroachment Agreement No. 8.09-01(21).

Any alterations or deletions of this Agreement No.8.09-01(21) will void this Agreement allowing the Town to work in State right of way. Please comply with the following instructions: (a) affix your signature and the date in the space provided on each of the two copies of the Agreement and; (b) have the correct acknowledgement executed by a Notary Public, affixing the embossed seal and date of commission expiration adjacent to the signature; (c) record the document in the Town of East Hartford land records; (d) return one original copy with proof of recording to this office.

If there are any questions, please call Christopher S. Brochu of Maintenance Administration at Chris.brochu@ct.gov or at (860) 594-2610.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew S. Morrill".

Andrew S. Morrill
Transportation Maintenance Manger
Bureau of Highway Operations

Enclosure

Agreement No. 8.09-01(21)

ENCROACHMENT AGREEMENT

Between

THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

And

THE TOWN OF EAST HARTFORD

ROUTE: 502

DISTRICT: 1

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, A.D., 2021, by and between the State of Connecticut, Department of Transportation, Joseph J. Giulietti, Commissioner, acting herein by Richard Reagan, Maintenance Administrator, Bureau of Highway Operations Department of Transportation, duly authorized, hereinafter referred to as the "State", and the Town of East Hartford, having its principal place of business at 740 Main St, East Hartford, Connecticut, 06108 acting herein by the Mayor, Marcia Leclerc, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State for the construction and maintenance and snow and ice removal from ROW benches, trash receptacles, bus stop landing pad, sidewalks and ADA ramps including installed as part of this project in the Town of East Hartford hereinafter referred to as the "Project"; and

WHEREAS, the Project is more fully described and defined in the following documents:

- (a) Plans entitled; Silver Lane Sidewalk and Pedestrian Bridge Project;
- (b) Encroachment Permit No. 1021257
- (c) "Highway Encroachment Permit Regulations, Connecticut Department of Transportation, 1992 Edition";

all of which are hereinafter referred to as the "Supporting Documents" and are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows:

SECTION 1. DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as the construction and maintenance and snow and ice removal from ROW benches, trash receptacles, bus stop landing pad, sidewalks and ADA ramps in the Town of East Hartford.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as the State of Connecticut including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

SECTION 2 THE SECOND PARTY SHALL:

- 2.01 Entirely at its own expense, construct, use and maintain the Project described and defined in the Supporting Documents identified hereinabove, subject at all times to all of the terms, conditions, restrictions, specifications, and covenants, herein contained, either by attachment hereto or by reference thereto, it being understood and agreed by the parties hereto that the said terms, conditions, restrictions, specifications, and covenants, are an integral part hereof and as such shall have full force and effect as if the same were recited hereinafter in their entirety.
- 2.02 Agree that the effective date of the Permit identified hereinabove as a component of the Supporting Documents, shall only be established when all requirements for the effectuation of such Permit are met, and the said Permit is to remain in

effect until the date of expiration set forth therein unless the same is terminated by revocation by the State, in accordance with the terms of this Agreement, it being understood and agreed by the Parties hereto that the said Permit is limited solely to the herein described Project.

- 2.03 Maintain the State highway specified in the Permit identified hereinabove in accordance with State standards of maintenance as the same are outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures", as revised, which maintenance shall include but not be limited to;
- (a) ROW benches, trash receptacles, bus stop landing pad and all sidewalks and ADA ramps.
 - (b) the control of snow and ice on or around trash receptacles, benches, bus stop landing pad and associated concrete pads as well as all sidewalks and ADA ramps.
 - (c) remedy any vandalism and/or graffiti to all items installed as part of this project.
- 2.04 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.
- 2.05 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether state, federal, or municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.
- 2.06 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total

(or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) WORKERS' COMPENSATION

With respect to all operations the Second Party performs and all those performed for the Second Party by subcontractor(s), the Second Party shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(d) CERTIFICATE OF INSURANCE

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(e) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policies that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

- 2.07 (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party

shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) Not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) Reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) Duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) Carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

2.08 In addition to Section 2.07 of this Agreement, the Second Party hereby agree as follows:

- (a) The Second Party shall, or if the Second Party is one of several parties, the parties shall jointly and severally, protect, indemnify, defend, and hold harmless the State and any of its officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances

(whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

- (b) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sect. 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. Sect. 2701 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sect. 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sect. 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sect. 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sect. 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. Sect. 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.
- (c) "Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
- (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
- (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
- (g) This provision shall survive this Agreement.

2.09 Agree that nothing in this agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including but not limited to, those relating to damages.

2.10 Comply with "Exhibit A - Standard Encroachment Agreement Specifications and Covenants, Connecticut Department of Transportation", dated April, 2012, attached herewith, and Exhibit B "Mandatory State and Federal Administrative Requirements", incorporated herein by reference and attached herewith as may be amended from time to time, and all Schedules as may be amended from time to time, attached herewith, which are also hereby made part of this Agreement.

2.11 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

3.01 Allow the Second Party to construct and maintain in a manner and to the extent as is more particularly described in Article 2.03 hereinabove and on the attached plans entitled: Silver Lane Sidewalk and Pedestrian Bridge Project;

3.02 Make periodic inspections, as determined by the District 1 Maintenance Director, for conformity with State maintenance standards and policies. Any conditions requiring correction shall be reported through the District 1 Maintenance Director's Office, Connecticut State Department of Transportation, in writing, to the Office of the Second Party's Mayor, Marcia Leclerc at 740 Main St, East Hartford, Connecticut, 06108;

3.03 Issue any and all permits for any work, excavation, or for the placement of any obstruction or substruction within, under, over, or upon the Project requested by the Second Party or others, outside the scope of the maintenance responsibilities of the Second Party, when the conditions of such issuance are met.

3.04 Require all parties being issued the said permits other than the Second Party, to name the State as an additional insured, on all insurance required by the State as a condition precedent to the issuance of such permits that concern the Project being maintained by the Second Party pursuant to this Agreement.

3.05 Reserve the right to investigate and to inspect at all times, all phases of the Project including appurtenances.

3.06 Reserve the right to claim and recover by process of law such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors or make good any and all defects in the workmanship and/or material involved pursuant to the Agreement.

SECTION 4 THE STATE AND THE SECOND PARTY FURTHER MUTUALLY AGREE:

- 4.01 That, if in the opinion of the State, the Project malfunctions or ceases to function or causes any damage or any threat of damage to State property, the Second Party with the written permission of the State at each occurrence, shall immediately repair such damage and/or remove any such threat of damage to State property to the satisfaction of the State (in addition to any payment(s) of damages to third parties, if any) or after written notice to the Second Party, the State shall take steps to repair such damage and/or remove any such threat of damage to State property and all costs incurred thereby shall be reimbursed by the Second Party to the State, it being understood and agreed by the Second Party that any and all consequential damages, if any, resulting from such action(s) of the State in repairing such damage and/or removing any such threat of damage, shall be borne completely by the Second Party in addition to the reimbursement(s) to the State herein specified.
- 4.02 That this Agreement shall commence and take effect upon its execution by the State.
- 4.03 That any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:
- (a) Be in writing (hardcopy) addressed to:
- (i) When the State is to receive such Notice -
- Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;
- (ii) When the Second Party is to receive such Notice:
- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the Office of Mayor having a place of business at East Hartford Town Hall, 740 Main St, East Hartford, Connecticut, 06108.
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

- 4.04 That the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".
- 4.05 That the Second Party shall record the Agreement (including any supplements thereto, if any) in the Land Records of the Town(s) wherein the Project is located, at no expense to the State; and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded.

Failure to record the Agreement as specified herein, is understood to be sufficient grounds for the State to revoke the Permit, terminate the Agreement, or both, whichever is (are) deemed appropriate by the State.

- 4.06 That the duration of the Agreement shall not be limited by the term of the Permit issued by the State but shall remain in full force and effect until the State and the Second Party mutually agree in writing to terminate the Agreement. However, it is mutually agreed by the Parties hereto that the State, upon written notice, may, in its sole discretion, terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.
- 4.07 That the sole and exclusive means for the presentation of any Claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to or in lieu of, said Chapter 53 proceedings.
- 4.08 That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent

jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this subsection conflicts with any other section, this section shall govern.


- 4.09 That all of the Second Party's obligations hereunder shall survive this or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the municipality.
- 4.10 That this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be binding on either party unless in writing signed by both parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.
- 4.11 That in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto do hereby set their hands on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JOSEPH GUILIETTI, COMMISSIONER


Name: Andrew Merrill

By: 
Richard Reagan
Maintenance Administrator
Bureau of Highway Operations


Name: George C. Santos

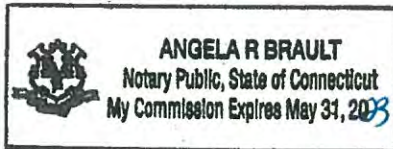
Date: 10/20/2021

STATE OF CONNECTICUT)
) ss: Newington 10-20-2021 A.D., 2021
COUNTY OF HARTFORD) Date

Personally appeared for the State, Richard Reagan, Signer of the foregoing instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Maintenance Administrator, before me.

My Commission Expires:


Notary Public



Date: 10/20/2021

EXHIBIT A
STANDARD ENCROACHMENT AGREEMENT SPECIFICATIONS & COVENANTS
CONNECTICUT DEPARTMENT OF TRANSPORTATION
April, 2012

These "Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation" are primarily intended as an integral component of, and to be used in conjunction with the properly executed written agreement entered into by the State of Connecticut, Department of Transportation and, as the Second Party thereto, any municipality seeking permission to utilize a limited portion of a State highway for a purpose not in conflict with the best interests of the State of Connecticut.

(1) The Second Party shall not perform any maintenance prior to the effective date of the Permit specified as a component of the Supporting Documents identified in the Agreement.

(2) The Second Party shall provide, upon the completion of the Project, and upon obtaining written permission of the State on each such occurrence, all physical maintenance of all portions of the Project within the State highway limits, except as may be otherwise specified in the Agreement, which maintenance shall not be the occasion of any cost or expense to the State in any manner whatsoever. Any cost or expense incurred by the State in connection herewith shall be reimbursed to the State upon official notice to the Second Party as specified in this Agreement.

(3) In the event that the State deems it advisable, convenient or necessary to design, construct, reconstruct, install or maintain a highway or portion thereof or any storm drainage facilities or any other highway appurtenance or construction activity within the Project area, the Second Party shall bear the entire cost of relocating the Project that may be required as a result of such future State activity.

(4) The Second Party acknowledges that notwithstanding the fact that it may be eligible for reimbursement from the State under the laws of the State of Connecticut, for its costs to readjust, relocate or remove the Project within or from the State highway right of way, the Second Party, on behalf of itself and its successors in interest, does herein waive any right to reimbursement that it may have against the State with respect to the Project.

This provision shall survive the Agreement.

EXHIBIT B
and Schedules 1-3
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the Department shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

- (iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- (i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.
- (5) This clause applies to those second parties who are or will be responsible for compliance with the terms of the American with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.
- (6) When the Second Party receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as set forth in Exhibit B, Schedule 3 (attached herewith and incorporated by reference), as may be amended from time to time, as a material term of any contracts/ agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/ agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



Schedule 2
CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106

Tel. (860) 566-4472
Facs. (860) 566-3806

Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.
- DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. Ethical Considerations Concerning Bidding and State Contracts: DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group

and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the

event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. **Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 8, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: Emergency Management Performance Grant FFY 2022

The Town of East Hartford is once again eligible for funding under the federal Department of Homeland Security Emergency Management Performance Grant program through the State of Connecticut Department of Emergency Management & Homeland Security (DEMHS).

The grant is in the amount of \$24,999 and it requires a local match of 100% from the town. The match will be provided by funds already budgeted for the Fire Department. The purpose of the grant is to provide funding for Municipal Emergency Operations Centers (EOC), staffing and other emergency management activities.

I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program.

Please place this information on the agenda for the November 16th, 2021 Town Council meeting.

Thank you.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director
B. Jennes, Captain, Emergency Management
J. Oates, Fire Chief

RESOLUTION

I, Angela Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hartford Town Council at its duly called and held meeting on November 16th, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

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

The undersigned further certifies that Michael P. Walsh now holds the office of Mayor and that he has held that office since November 8th, 2021.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of November, 2021.

Angela M. Attenello, Town Council Clerk


RECEIVED

NOV 08 2021

GRANTS ADMINISTRATION
MEMORANDUM

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – Emergency Management Performance Grant -
FFY 2021

DATE: November 8, 2021

The Town of East Hartford is again eligible for funding under the federal Department of Homeland Security Emergency Management Performance Grant program through the administration of the State of Connecticut Department of Emergency Management & Homeland Security (DEMHS). This program provides funding for Municipal Emergency Operations Centers (EOC), staffing and other emergency management activities. An application must be filed by the Town to DEHMS to access this funding.

East Hartford's Federal Fiscal Year 2021 allocation amount is \$24,999, a decrease of \$160.50 from last year. The program requires a 1 to 1 match from the municipality. The Town has participated in this annual grant program for more than 13 years.

I have attached a fact sheet from the FEMA website that provides more information on this program.

Attached is a Resolution which will authorize you as Mayor to apply for these funds. I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 16th, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Captain Brian Jennes, East Hartford Fire Dept.
Chief John Oates, East Hartford Fire Dept.

FY 2021 Emergency Management Performance Grant (EMPG) Program

In fiscal year (FY) 2021, the Department of Homeland Security (DHS) is providing \$355.1 million to assist state, local, tribal and territorial governments in developing their emergency management capabilities and for all-hazards preparedness activities.

Overview

The FY 2021 Emergency Management Performance Grant (EMPG) Program is one of the grant programs that constitute the DHS/Federal Emergency Management Agency's (FEMA's) focus on all-hazards emergency preparedness. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the goals noted in the DHS Strategic Plan, the EMPG Program supports the goal to Strengthen Preparedness and Resilience.

Funding

In FY 2021, the EMPG Program provides \$355.1 million to assist state, local, tribal and territorial governments in preparing for all hazards, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288). This funding amount includes \$100,000 from the Disaster Relief Fund, which FEMA must make available to the Federated States of Micronesia and the Republic of the Marshall Islands pursuant to Article X of the Federal Programs and Services Agreement of the *Compact of Free Association Act* (Pub. L. No. 108-188).

Eligibility

All 56 states and territories, as well as the Republic of the Marshall Islands and the Federated States of Micronesia (collectively "state or territory"), are eligible to apply for FY 2021 EMPG Program funds. Either the State Administrative Agency (SAA) or the state's Emergency Management Agency (EMA) is eligible to apply directly to FEMA for EMPG Program funds on behalf of each state or territory. However, only one application is accepted from each state or territory. Please refer to page 10 of the FY 2021 EMPG Program Notice of Funding Opportunity (NOFO) for more information on eligibility.

Funding Guidelines

EMPG Program awards are based on Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006*, as amended (6 U.S.C. § 762). All 50 states, the District of Columbia, and Puerto Rico receive a base amount of 0.75 percent of the total available funding appropriated for the EMPG Program. Four territories (American Samoa, Guam,



FEMA

the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands) receive a base amount of 0.25 percent of the total available funding appropriated for the EMPG Program. The remaining balance of funds appropriated for the EMPG Program are distributed on a population-share basis.

Pursuant to Article X of the Federal Programs and Services Agreement of the *Compact of Free Association Act* (Pub. L. No. 108-188), a set amount of funds (\$100,000 total) is also available from the Disaster Relief Fund for the Federated States of Micronesia and the Republic of the Marshall Islands.

Application Process

Applying for an award under the EMPG Program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact an applicant's ability to meet required submission deadlines. Please refer to Section D in the FY 2021 EMPG Program NOFO for detailed information and instructions.

Eligible applicants must submit their initial application at least seven days prior to the May 14, 2021 application deadline through the Grants.gov portal at www.grants.gov. Applicants needing Grants.gov support should contact the Grants.gov customer support hotline at (800) 518-4726 24 hours per day, 7 days per week except federal holidays.

Eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in the [Non-Disaster \(ND\) Grants System](#) by the application deadline. Applicants needing technical support with the ND Grants System should contact ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday from 9 a.m. – 6 p.m. ET.

Completed applications must be submitted no later than 5 p.m. ET on May 14, 2021.

EMPG Program Resources

There are a variety of resources available to address programmatic, technical, and financial questions, which can assist with the EMPG Program:

- The FY 2021 EMGP Program NOFO is located online at www.fema.gov/grants as well as on www.grants.gov.
- The FEMA [Preparedness Grants Manual](#) is located online at www.fema.gov/grants.
- For additional program-specific information, please contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or AskCSID@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.
- For support regarding financial grants management and budgetary technical assistance, applicants may contact the FEMA Award Administration Help Desk via e-mail to ASK-GMD@fema.dhs.gov.
- The FEMA Regions also provide technical assistance to EMPG Program primary recipients. A list of contacts in the FEMA Regions is available at www.fema.gov/fema-regional-contacts.

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: FFY 2021 Emergency Management Performance Grant (EMPG)

Funder: U.S. Department of Homeland Security via State of Connecticut
Department of Emergency Management & Homeland Security (DEMHS)

Grant Amount: \$24,999.00

Frequency: One time Annual Biennial Other _____

First year received:	<u>2006*</u>		
Last 3 years received:	<u>2020</u>	<u>2019</u>	<u>2018</u>
Funding level by year:	<u>25,159.50</u>	<u>25,118.50</u>	<u>25,410.50</u>

Is a local match required? Yes No

If yes, how much? 100% From which account? Fire Administration**

Grant purpose: This program provides funding for Municipal Emergency Operations Centers (EOC), staffing and other emergency management activities.

Results achieved: Town Fire administration costs reduced by grant amount

Duration of grant: One year

Application status: Under development


Meeting attendee: Fire Chief John Oates, ext. 7403; Brian Jennes, Captain – Emergency Management Division, ext. 7411

Comments: *Grants Office records show Town applications for this program as early as 2006, however the Town may have participated even earlier. This program has existed at the federal level in a variety of names and forms since the 1950s.

**Match is provided by funds already budgeted for Fire Department.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 8, 2021
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: 2021 Homeland Security Grant Program

The Town of East Hartford is once again eligible for funding under the Homeland Security Grant Program (HSGP) through the of the State of Connecticut Department of Emergency Services & Public Protection (DESSP), Division of Emergency Management and Homeland Security (DEHMS).

The program provides funding to the Town of East Hartford and the Capital Region Council Of Governments (CRCOG) to support emergency management and homeland security projects and programs. The Town is not required to provide matching funds.

I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program.

Please place this information on the agenda for the November 16th, 2021 Town Council meeting.

Thank you.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director
B. Jennes, Captain, Emergency Management

**AUTHORIZING RESOLUTION OF THE
TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CT.**

CERTIFICATION:

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of Town of East Hartford, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hartford Town Council at its duly called and held meeting on November 16, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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


FURTHER RESOLVED, that Michael P. Walsh, as Mayor of the Town of East Hartford, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Michael P. Walsh now holds the office of Mayor and that he/she has held that office since November 8, 2021.

IN WITNESS WHEREOF: The undersigned has executed this certificate this ____ day of November, 2021.

Angela M. Attenello
Town Council Clerk

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh
FROM: Paul O'Sullivan, Grants Manager 
SUBJECT: Council Resolution – FFY 2021 Homeland Security Grant Program
DATE: November 8, 2021

Attached is a draft resolution authorizing you to sign documents to be submitted to the state Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS), related to the Federal Fiscal Year 2021 State Homeland Security Grant Program (HSGP).

The Town of East Hartford is again eligible to participate in annual grant opportunities from the federal government under the HSGP through CT DESPP/DEMHS. A resolution must be passed by the Town Council authorizing you to sign any grant documents for submission to DEMHS.

Participating in these programs will allow the Town of East Hartford and the Capitol Region Council of Governments (CRCOG) to utilize Federal funds to support emergency management and homeland security projects and programs that benefit the Town.

The HSGP helps fulfill one of the core missions of the federal Department of Homeland Security by enhancing the country's ability to prepare for, prevent, respond to and recover from potential attacks and other hazards. The Town has participated in this program since its inception.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 16, 2021. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Brian Jennes, Captain, Emergency Management
Chief John Oates, East Hartford Fire Dept.

DESPP 2021 Regional Set-Aside Projects

- 1) Regional Collaboration;
- 2) Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS;
- 3) Addressing Emergent Threats;
- 4) Capitol Region Metropolitan Medical Response System -MMRs;
- 5) Medical Preparation and Response;
- 6) Citizen Corps. Program;
- 7) Enhancing Cybersecurity;
- 8) Enhancing the Protection of Soft Targets/Crowded Places

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: Federal Fiscal Year 2021 State Homeland Security Grant Program

Funder: CT Department of Emergency Services and Public Protection (DESPP)

Grant Amount: Not applicable

Frequency: One time Annual Biennial Other _____

First year received:	<u>2003</u>		
Last 3 years received:	<u>2019</u>	<u>2018</u>	<u>2017</u>
Funding level by year:	<u>\$N/A</u>	<u>\$N/A</u>	<u>\$N/A</u>

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: The resolution authorizes the Mayor to execute a **Memorandum of Agreement (MOA)** with DESPP and the Capitol Region Council of Governments (CRCOG) regarding the use of Federal Homeland Security Grant funds to support regional emergency management efforts.

Results achieved: MOA serves to provide a coordinated and integrated program of emergency management and homeland security with state and regional entities.

Duration of grant: One year

Status of application: Under development

Meeting attendee: John Oates, Chief, East Hartford Fire Department, (860) 291-7403


Comments: By enactment of the MOA, the Town becomes eligible to participate in eight set-aside projects **chosen by DESPP** to be funded by the grant (list of projects attached).



MEMORANDUM

DATE: November 11, 2021

TO: East Hartford Town Council Members

FROM: Michael P. Walsh, Mayor 

TELEPHONE: (860) 291-7201

RE: Referral to Ordinance: Creation of a Tax Stabilization Reserve Fund

By way of this memo, I am requesting a referral to the Town Council Ordinance Committee for the purpose of creating a Tax Stabilization Reserve Fund.

Briefly, Town Ordinance Chapter 10, Articles 7 and 8 (attached) provide for the creation of various municipal reserve funds including a Capital and Non-Recurring Expenditures Reserve, Self-Insurance Reserve Funds including Workers' Compensation, Heart and Hypertension, Health Benefits, Automobile and General Liability, a Golf Course Improvement Reserve Fund, and a Retiree Benefit Trust Fund.

Each of these funds was created for a unique purpose and work in harmony with the General Fund in order to smooth out the budgetary impact of certain volatile financial activities. Simply put, these reserve funds allow the Town to accumulate funds for unpredictable events and long-term strategic planning, because unlike the General Fund which has a one-year life, Reserve or Trust Funds live in perpetuity once created.

The addition of a Tax Stabilization Reserve Fund will allow the Town Council the ability to better control year over year spikes in the tax rate which I sense will be on the horizon with revaluation looming given residential property sales spikes.

In future budgets, you'll see more of an approach that contributes General Fund budgeted amounts to various reserve funds allowing for better tax rate stabilization and strategic planning. The funding source for the Tax Stabilization Reserve Fund will be a repurposing of the operating surpluses currently being transferred at year-end into the Retiree Benefit Trust Fund. So a brief primer on that fund is now necessary to understand the impact of the proposed change.

In 2008, the Town Council was a leader when they set up a Retiree Benefits Trust Fund. That fund received contributions in three ways: from employees, from the Town General Fund via the budget process which are annually escalating through an ordinance mechanism, and from direct transfers of operating surpluses when the audited Fund Balance is above 10%.

Payments of retiree medical costs come directly from the fund as well. Today, through this mechanism, the Town has \$17 million in investments on hand and an unfunded liability of \$115 million. While this fund is growing and the mechanism to annually increase the contribution is in

**CHAPTER 10. Finance
and Taxation**

Sec. 10-7 Bidding
Procedures

Sec. 10-7 Bidding
Procedures

defined in subsection (a) of section 27-103 of the Connecticut General Statutes or of a surviving spouse of such person shall be entitled to a property tax exemption of ten percent of the assessed value provided the annual income of such person who is owner of such property does not exceed the maximum amount under Section 12-81L of the Connecticut General Statutes plus twenty five thousand dollars.

(b) The town adopts the provisions of Public Act 17-65 regarding the application of this property tax exemption.

Effective 3-21-19

ARTICLE 6. APPROVAL OF LEASES

Sec. 10-31. Procedure for Setting of Fee.

Sec. 10-32. Leasing Procedure.

Sec. 10-33. Provision to Waive.

Sections 10-31 through 10-33 inclusive of the code of ordinances of the town of East Hartford are hereby repealed.

Voted: 08-01-17
Published: 08-08-17
Effective: 08-29-17

ARTICLE 7. AN ORDINANCE CREATING MUNICIPAL RESERVE FUNDS

Sec. 10-34. Creation.

In accordance with the provisions of Chapter 108 of the General Statutes, two reserve funds are hereby established for capital and nonrecurring expenditures. The Treasurer shall establish the accounts, one for the Town's general funds, and one for funds under the jurisdiction of the Board of Education.

Sec. 10-35. Procurement of Funds.

The Board of Education is hereby authorized to put budget surpluses available at the end of any fiscal year into the Board account. General Fund cash surpluses available at the

**CHAPTER 10. Finance
and Taxation**

Sec. 10-7 Bidding
Procedures

Sec. 10-7 Bidding
Procedures

end of any fiscal year shall be put into the Town's account, unless provisions are made to utilize a surplus in the forthcoming fiscal year. Upon approval by Council, other funds may be transferred into or appropriated for the Town account, subject to the limitations set forth in Sections 7-361 and 7-367 of the General Statutes.

Sec. 10-36. Investment of Fund.

The Treasurer may, from time to time, invest in securities which are legal investments for savings banks, such portion of such funds as in his or her opinion is advisable; provided not less than fifty percent of the total amount invested shall be invested in the stock or bonds or interest-bearing notes or obligations of the United States, or those to which the faith of the United States is pledged to provide the payment of the principal and interest, including the bonds of the District of Columbia. In making investments of reserve funds, the Treasurer shall give preference to financial institutions located within the town, unless such preference would result in materially lower investment rates. Notwithstanding the above, no funds shall be invested in any businesses which conduct business in South Africa until and unless the Council declares that apartheid has ended. Before investing any funds contained in the Board of Education account, the Treasurer shall consult with the Board to insure that such funds have the liquidity desired by the Board.

Sec. 10-37. Report of Treasurer.

The Treasurer shall annually submit a complete and detailed report of the condition of such fund to the Finance Director, Mayor, Council, and Board of Education, and such report shall be made a part of the Annual Report of the Town.

Sec. 10-38. Use of Funds.

Upon the recommendation of the Finance Director and the Mayor, and approval by the legislative body, any part of such funds may be used for capital and nonrecurring expenditures, but such use shall be restricted to the financing of all or part of the planning, construction, reconstruction or acquisition of any specific capital improvement or the acquisition of any specific item of equipment. All funds contained in the Board of Education's account shall be reserved for capital and nonrecurring expenditures for educational purposes determined by the Board. Upon request of the Board, and certification that funds are to be used for such educational purposes, the Finance Director and the Mayor shall recommend, and the Council shall approve, release of such funds, up to the amount then included in the Board account. Upon the approval of any such expenditure, an appropriation shall be set up, plainly designated for the project or acquisition for which it has been authorized, and such unexpended appropriation may be continued until such project or acquisition is completed. Any unexpended portion of such appropriation remaining after such completion shall revert to the reserve account from which the appropriation was taken.

Sec. 10-39. Appropriation When Reserve Fund Insufficient.

If, in the opinion of the Mayor and Finance Director, such reserve funds are insufficient to

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meet the cost of any capital or nonrecurring expenditure which they deem immediately necessary, they may, with the approval of the Council, authorize that an appropriation be made therefore, provided t total of such fund and the sum anticipated from a tax collected for the purposes authorized in Section 10-38 above, in the year following the date when such authorization is made is estimated by the Mayor and Finance Director to be sufficient to meet such expenditures. This process shall also apply to projects commenced by the Board of Education from funds in its reserve account; provided that in requesting such additional funding, the Board shall include the appropriation in its forthcoming budget. This ordinance shall not be interpreted as a limitation on the Town's bonding authority if, in lieu of an additional appropriation as described herein, the Town desires to supplement its reserve funds by issuing bonds.

If, in the opinion of the Mayor and Finance Director, such reserve funds are insufficient to meet the cost of any capital or nonrecurring expenditure which they deem immediately necessary, they may, with the approval of the Council, authorize that an appropriation be made therefore, provided t total of such fund and the sum anticipated from a tax collected for the purposes authorized in Section 10-38 above, in the year following the date when such authorization is made is estimated by the Mayor and Finance Director to be sufficient to meet such expenditures. This process shall also apply to projects commenced by the Board of Education from funds in its reserve account; provided that in requesting such additional funding, the Board shall include the appropriation in its forthcoming budget. This ordinance shall not be interpreted as a limitation on the Town's bonding authority if, in lieu of an additional appropriation as described herein, the Town desires to supplement its reserve funds by issuing bonds.

Sec. 10-40. Termination of Appropriation.

If any authorized appropriation is set up pursuant to the provisions of Section 10-38 above, and through unforeseen circumstances the completion of the project or acquisition for which such appropriation has been designated is impossible of attainment, upon recommendation of the Finance Director and the Mayor, and upon approval of the Council, such appropriation shall terminate and no longer be in effect.

Voted: 6/2/87
Published: 6/12/87
Effective: 7/3/87

***ARTICLE 8 AN ORDINANCE CREATING RESERVE FUNDS FOR
VARIOUS SELF-INSURED PROGRAMS.***

Sec. 10-41. Creation.

- (a) The following reserve funds are hereby established:
 - 1. A reserve fund for self-insured workers' compensation benefits and heart and hypertension benefits in accordance

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with Connecticut General Statutes as same may be amended from time to time.

2. A reserve fund for self-insured employee health benefits.
 3. A reserve fund for self-insured general and automobile liability.
- (b) The purpose of the establishment of said reserve funds -is to provide protection against expenses which, in the aggregate during any fiscal year, could significantly affect the budget.
- (c) These reserve funds shall be adequately funded in accordance with the provisions of sections 10-41 through 10-52, inclusive because the town's fiscal stability is dependent on setting aside funds annually to meet the long term obligations for employee pensions, workers compensation liabilities, health benefits and legal liabilities of the town.

Effective: 10-16-18

Sec. 10-42. Income and Expenses of Funds.

- (a) Income to said funds shall include: in the reserve fund for self-insured workers' compensation and heart and hypertension benefits, the amount budgeted by the Town Council and the Board of Education for each fiscal year for such workers' compensation and heart and hypertension benefits reserve funds; in the reserve fund for self-insured employee health benefits, the amount budgeted by the Town Council and the Board of Education for each fiscal year for such employee health benefits reserve fund, subject to transfers to or from budget accounts for alternative health plans; in the reserve fund for general liability and automobile liability, the amount budgeted by the Town Council and the Board of Education for each fiscal year for such general and automobile liability reserve fund; and, in each fund, investment return accrued with respect to retained reserves, retrospective and experience-rated premium refunds and other recoveries as may from time to time be received in conjunction with each of these programs. The amount budgeted for each reserve fund set forth in this subsection shall be in an amount at least equal to the amount calculated pursuant to subsection (d).
- (b) Expenses of each fund shall include those expenses necessary for the maintenance and administration of that fund, including, but not limited to, insurance premiums, actuary/consulting legal fees and cost control programs. Fund expenses shall not include compensation of any Town employee or other general office-related expenses unless approved by the Town Council.
- (c) The Town Council, upon recommendation of the mayor, may approve a transfer of any portion of a surplus of one of said funds to another of said funds. Such transfer shall be approved only after the Town Council has received the recommendations from the person contracted by the Town to provide actuarial services for the reserve funds for the annual appropriation to each reserve fund and the reserve funds affected by such transfer will receive sufficient funding to

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maintain minimum reserves as recommended by the person contracted by the Town to provide actuarial services for the reserve funds. The provisions of this subsection shall not apply to the Self-Insured Employee Health Benefits Reserve Fund.

(d) The reserve funds set forth in subsection (a) shall be budgeted in an amount at least equal to the following:

1. The workers' compensation reserve fund shall be funded in an amount at least equal to fifty percent of the five year operating expense average, as shown on the Town's most recent year-end audited statement. Operating expense shall include claims other than heart and hypertension, premiums and expenses. Beginning in fiscal year 2020, heart and hypertension claims shall be funded in an amount at least equal to ten percent of the heart and hypertension accepted claims as calculated by the Town's external Workers' Compensation Trust Administrator. The percentage funding level shall increase at a rate of two percentage points annually, for each successive fiscal year. Notwithstanding the foregoing, the Town Council may elect to forego budgeting for that component of the cost of the reserve for heart and hypertension accepted claims that is categorized as long-term liability, for the upcoming budget year, provided: (i) the tax rate adopted by the Town Council increases by a percentage greater than the Consumer Price Index for Urban consumers for the preceding full calendar year; (ii) the Town Council votes to forego the payment by a two-third vote; and (iii) the vote and explanation is noted in the budget adoption motions and contains the following language: "The adopted budget does not adequately set aside funds for future liabilities which could result in significantly higher funding requirements in future budget years".

2. The self-insured employee health benefits reserve fund shall be funded in an amount at least equal to two months of the most recent two year operating expense average, as shown on the Town's most recent year end audited statements, where operating expense shall include claims, premiums and expenses.

3. The automobile and general liability reserve fund shall be funded in an amount at least equal to the Town's then current self-insured retention.

Effective: 10-16-18

Sec. 10-43. Appropriation and Maintenance of Funds.

(a) Sixty days before the end of the fiscal year or on the date the Mayor shall present to the Council a budget whichever date is earlier, the Director of Finance, in consultation with the Risk Manager, shall recommend to the Town Council the amount of appropriation necessary to keep each fund actuarially sound, which appropriation shall be in an amount at least equal to the amount calculated pursuant to section 10-42 (d) above. Said funds shall be subject to normal budgetary procedures and appropriation action provided that due consideration be given to the recommendations of the Director of Finance and any

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actuary/consultant hired by the Town to review the fund.

Effective: 10-16-18

(b) The Director of Finance shall maintain each fund in accordance with generally accepted accounting principles and shall include complete financial statements for each fund in the Town's annual financial report.

Effective: 10-16-18

(c) The Director of Finance shall provide the Town Council with (1) a quarterly report on the expenses paid from the reserve funds established pursuant to section 10-41; and (2) a report of any actuarial, consulting or legal expense from such reserve fund in excess of ten thousand dollars within fourteen days of such expense. As used in this section, 'expense' means any request for payment from the town for an actuarial, consulting or legal service regardless of how such request is paid by the town.

[Section 10-43 (c) effective 09-19-02]

Sec. 10-44. Transfer Between Funds Prohibited; Transfers from Funds to General Fund Prohibited; Funding From General Fund.

(a) Transfers between the reserve funds established by Section 10-41 is prohibited. Transfers from such funds to the General Fund is also prohibited.

(b) In an emergency, either of said funds may be funded through the General Fund pursuant to the procedures set forth in Section 6.8(e) and (f) of the Town Charter.

Voted: 01-05-93
Published: 01-15-93
Effective: 02-05-93

Sec. 10-45. Golf Course Improvement Fund.

(a) All revenues from the golf course fees established by the Town Council shall be deposited in the golf course fund. The Town Council shall appropriate funds from the golf course fund for the expenses incurred in the operation of the municipal golf course on Long Hill Street as part of the annual town budget. Any funds remaining in the golf course fund shall not lapse at the end of the fiscal year, but shall be available for use in subsequent fiscal years.

(b) Notwithstanding the provisions of subsection (a), all funds received by the town from the two dollar golf course improvement surcharge adopted by the Town Council on January 27, 1998, or from any adjustment subsequently adopted by the Town Council, shall be deposited in the golf course improvement account of the golf course fund. The Town Council may appropriate funds from the golf course improvement account upon request of the mayor for capital improvements. As used in this subsection, "capital improvements" means any new construction or renovation to any building, structure or facility at the municipal golf course or any improvement to the golf course land including but not limited to drainage, reconfiguration of holes, tree removal and bunker reconstruction and any engineering, architectural or other professional expenses related to the capital improvement, but shall not include routine maintenance or purchase of equipment.

Voted: 12-10-02
Published: 12-13-02

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Effective: 01-03-03

Sec. 10-46. Local Conveyance Tax.

Pursuant to Connecticut General Statutes Section 12-494, as amended by section 40 of Public Act 03-02, there is imposed a tax on each deed, instrument or writing, whereby any lands, tenements or other realty is granted, assigned, transferred or otherwise conveyed to, or vested in, the purchaser, or any other person by his direction, when the consideration for the interest or property conveyed equals or exceeds two thousand dollars, at a rate of one quarter of one percent. Such tax shall remain in effect as long as the Connecticut General Statutes Section 12-494, as amended from time to time, shall provide the town with the authority to impose such tax.

Voted: 04-01-03

Published: 04-08-03

Effective: 04-29-03

**Sec. 10-47. \$5.00 Surcharge on Delinquent Motor Vehicle
Payments.**

Pursuant to Connecticut General Statutes Section 12-146, any person who owes past due motor vehicle property taxes to the Town of East Hartford, shall, in addition to the past due taxes, interest and penalties on each such motor vehicle, pay five dollars to the Town of East Hartford to use the Department of Motor Vehicles' registry for tracking taxpayers who owe motor vehicle property taxes if the Town of East Hartford notified the Commissioner of Motor Vehicles of such delinquency pursuant to the provisions of Connecticut General Statutes Section 14-33.

Voted: 09-20-16

Published: 09-27-16

Effective: 10-18-16

Sec. 10-48. Overpayment of Taxes

- (a) Pursuant to section 12-129 of the Connecticut General Statutes, the Tax Collector for the Town of East Hartford may retain on behalf of the town any tax payment in excess of the amount due provided such excess payment is less than five dollars.

Effective: 03-02-04

- (b) No later than January 1, 2009, the town of East Hartford shall mail a written notice to the owner of any real estate for which there was an overpayment of property taxes regarding the grand list years of 1992 through 2001. Such notice shall indicate the amount of property taxes that were overpaid and the year that such overpayment occurred and shall contain a claim form by which the property owner may seek a refund of such overpayment. Such claim form shall also hold the town harmless to any other person who may claim such overpayment. No further notification by the town shall be required under this ordinance. Such claim form

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shall be received by the town within 90 days from the date on which such notice was received by the property owner.

- (c) No later than March 1, 2009, the town of East Hartford shall mail a written notice to the owner of any real estate for which there was an overpayment of property taxes regarding the grand list years of 2002 through 2004. Such notice shall indicate the amount of property taxes that were overpaid and the year that such overpayment occurred and shall contain a claim form by which the property owner may seek a refund of such overpayment provided that such property owner provide reasonable proof that such owner overpaid the property taxes. Such claim form shall also hold the town harmless to any other person who may claim such overpayment. No further notification by the town shall be required under this ordinance. Such claim form shall be received by the town within 90 days from the date on which such notice was received by the property owner.
- (d) For any overpayment of property taxes regarding the 2005 grand list year and any subsequent grand list year, the town shall, within ninety days after the expiration of the three year time period from the date on which such property taxes were due, mail a written notice to the owner of real estate for which there was an overpayment of property taxes. Such notice shall indicate the amount of property taxes that were overpaid and the year that such overpayment occurred and shall contain a claim form by which the property owner may seek a refund of such overpayment provided that such property owner provide reasonable proof that such owner overpaid the property taxes. Such claim form shall also hold the town harmless to any other person who may claim such overpayment. No further notification by the town shall be required under this ordinance. Such claim form shall be received by the town within five years from the date on which such property taxes were due.

Subsections (b), (c) and (d) Effective: 11-03-08

Section 10-49. Annual Report of Forfeiture Funds.

On or before October 1, 2005 and annually thereafter, the Mayor shall file with the Town Council a report consisting of the amount of funds received by the town from federal or state agencies representing forfeiture assets, including but not limited to assets received from the State of Connecticut pursuant to section 54-36i of the Connecticut General Statutes. Such report shall include the annual certification provided to the United States Department of Justice for the use of federal forfeiture funds. Such report shall be placed on the next Town Council agenda meeting under communications.

Voted: 09-06-05
Published: 09-13-05
Effective: 10-04-05

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***Section 10-50. Budget Review Committee for Large Town
Projects.***

(a) The mayor shall appoint a budget review committee for each large construction project. The budget review committee shall consist of the mayor, finance director, public works director and such other individuals as the mayor shall designate. The budget review committee shall approve all change orders.

(b) The department head for each department that shall utilize the town building that is the subject of the large construction project shall review the architectural and engineering drawings for such project and provide input on how the project will affect the operations of such department.

(c) As used in this section, "large construction project" shall mean any project concerning the construction or reconstruction of a town building that exceeds two million dollars.

Effective: 11-29-06

Section 10-51. Pension and Retiree Benefit Board.

(a) There is established a Pension and Retiree Benefit Board consisting of five members as follows: (1) the town treasurer serving a term concurrent with the term as treasurer; (2) a Town Councilor appointed by the chair of the Town Council serving a term concurrent with the term as Councilor; and (3) three electors of the town, one of whom shall be a member of the town's retirement system serving a term of five years unless serving the remainder of another member's term.

(b) The Pension and Retiree Benefit Board shall supervise and maintain the town pension fund in accordance with rules and regulations contained in agreements between the town employees and the town of East Hartford regarding pension benefits. The Board shall have such other powers and duties as provided to the Retirement Board in such contracts. The Board shall ensure the pension funds are prudently invested for long-term, safe growth of invested funds. The Board shall also supervise and maintain the Retiree Benefit Fund established pursuant to section 10-52 of the town ordinances.

(effective 06-03-08)

Section 10-52. Retiree Benefit Trust Fund.

(a) There is established a Retiree Benefit Trust Fund. The purpose of the fund is to provide funds to meet long-term obligations of the town of East Hartford regarding health benefits provided to retired town employees in accordance with provisions for such benefits contained in any agreement between town employees and the town of East Hartford.

(b) Income to such fund shall include any amounts appropriated to such fund by the town council or as provided in this subsection and any return on investments of such funds. If, at the close of any fiscal year, the undesignated reserve fund for the town exceeds ten percent of the total budget appropriation for such fiscal year, the budget surplus in such

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fiscal year, as verified by the town auditors, shall be appropriated to the Retiree Benefit Trust Fund. (Effective 01-31-17)

(c) Expenses of such fund shall include those expenses necessary for the maintenance and administration of the fund, including but not limited to actuary and consulting fees. Fund expenses shall not include compensation of any town employee or other general office-related expenses unless approved by the Town Council.

(Effective 06-03-08)

(d) Beginning in fiscal year 2020, the budget contribution to the Retiree Benefit Trust Fund shall be equal to or greater than the five-year average of the paid claims issued from the Retiree Benefit Trust Fund. The budget contribution shall include amounts from the Town and Board of Education including their annual budget contribution, employee contributions, retiree and spouse premium shares, and any investment income which includes interest and dividends. Additionally, included in the budget contribution shall be an additional amount equal to or greater than .10% of the unfunded actuarial accrued liability for other post-employment benefits as calculated by the external actuaries and displayed in the most recent valuation. The funding level shall increase by .10 percentage points annually, for each successive fiscal year. Notwithstanding the foregoing, the Town Council may elect to forego budgeting for the unfunded actuarial liability for other post-employment benefits for the upcoming budget year, provided: (i) the tax rate adopted by the Council increases by a percentage greater than the Consumer Price Index for Urban consumers for the last full calendar year; (ii) the Town Council votes to forego the payment by a two thirds vote; and (iii) the vote and explanation is noted in the budget adoption motions and contains the following language: "The adopted budget does not adequately set aside funds for future liabilities which could result in significantly higher funding requirements in future budget years".


[Section 10-52(d) effective 10-16-18]



MEMORANDUM

DATE: November 11, 2021

TO: East Hartford Town Council Members

FROM: Michael P. Walsh, Mayor 

TELEPHONE: (860) 291-7201

RE: **Referral to Ordinance: Examination of an Elderly Tax Freeze Program**

By way of this memo, I am requesting a referral to the Town Council Ordinance Committee for the purposes of examining the feasibility of an Elderly Tax Freeze Program effective with the October 1, 2021 grand list for the July 1, 2022 tax bill.

As you may know, Town Ordinance Chapter 10, Article 5, Section 10-27 to 10-30c provides a host of property tax exemptions. This referral will allow the Administration and Town Council to jointly examine the feasibility of a new Elderly Freeze Program.

Conceptually, the new Elderly Freeze Program will concentrate on residents living in their own homes year round where at least one of the homeowners are 75 years of age or older. The purpose of the program will be to freeze the taxes paid on a home for each grand list year after the homeowner turns 75. The tax on the residence will remain frozen, excluding revaluation changes every 5 years, until the homeowner no longer resides there.

Accordingly, I am requesting a referral to the Town Council Ordinance Committee for the purpose of examining adding a new program to the existing ordinance at a first year capped cost of \$100,000. The term "capped cost" means the program, until fully examined and implemented, would not cost the town more than \$100,000 in total, with the initial benefit reduced proportionately if the population and cost of the benefit exceeds that amount.

Because this is a conceptual idea to be explored jointly by the Administration and Town Council, I have no concrete projections to provide. The Office of Assessor will be compiling information to support the committee's work if referred. This proposal contemplates no recapture of the lost tax revenue once the property is sold.

As with the Local Option Increase, with the FY 2023 budget cycle approaching quickly, consideration of this new program should occur before February 1 to allow town staff to create the informational program materials so the program can commence on February 1, 2022.

Like before, with revaluation also a part of pending budget considerations, this new program is proposed to insulate as best as possible a population likely on a fixed income where local housing prices are increasing as a result of pandemic flight from larger cities.

Please let me know if you have any questions on the aforementioned and I will be on hand at the meeting to take any questions. Thank you.


Cc: Linda Trzetzziak, Finance Director
Brian Smith, Assessor



MEMORANDUM

DATE: November 11, 2021

TO: East Hartford Town Council Members

FROM: Michael P. Walsh, Mayor 

TELEPHONE: (860) 291-7201

RE: Referral to Ordinance: Local Option Tax Credit Program - Increase Review

By way of this memo, please find a brief summary of the existing Local Option Tax Credit Program with a request to refer the program to the Town Council Ordinance Committee for the purposes of increasing the existing \$700 annual tax credit to \$1,000 effective with the October 1, 2021 grand list for the July 1, 2022 tax bill.

Briefly, Town Ordinance Chapter 10, Article 5, Section 10-30a provides for a Local Option Tax Credit Program that provides town seniors who live in their own home and meet certain prescribed income limits a \$700 annual tax credit. The program was started by the Town approximately 30 years ago.

I am requesting a referral to the Town Council Ordinance Committee for the purpose of reviewing the existing ordinance and increase the annual credit to \$1,000 at an estimated cost of \$250,000.

I have attached the following items for your review:

1. The existing Town Ordinance
2. A 2009 memo documenting the 10-year trend of the tax credit financial impact (the Assessor's Office is working on updated numbers which will be forwarded along)
3. The Town "plan language" website information on the Local Option Program
4. The Local Option application

With the FY 2023 budget cycle approaching quickly, consideration of this increase should occur before February 1 so any budget impact can be calculated into the budget as well as allow town staff to amend the informational program materials so the program can commence on February 1, 2022.

Additionally, with revaluation also a part of pending budget considerations, this increase is proposed to insulate as best as possible a population likely on a fixed income where local housing prices are increasing as a result of pandemic flight from larger cities.

Please let me know if you have any questions on the aforementioned and I will be on hand at the meeting to take any questions. Thank you.

Cc: Linda Trzetzziak, Finance Director
Brian Smith, Assessor

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As used in this section, "passive solar energy heating and cooling system" and "hybrid system" shall have the same meaning as such terms are defined in Conn. Gen. Stat. section 12-81(62).

- (d) Any person claiming an exemption under this section shall file an application, in accordance with the procedure established in Conn. Gen. Stat. section 12-81 for such exemptions, with the tax assessor by November 1 of the first year in which the exemption would apply. The exemption shall continue for fifteen years without any new application being required unless such system is altered.

[Sections 10-24 and 10-25 were repealed on March 7, 2006]

Voted: 03-07-06
Published 03-15-06
Effective: 04-05-06

Sec. 10-26. Cost Estimate Required for Issuance of Building Permit.

In addition to any other requirement provided in this Article, any person applying for a building permit in the Town, shall, in addition to providing an estimate of the total cost of construction, provide to the Department of Inspections and Permits a separate and detailed listing of the cost of any solar energy heating or cooling system that is to be installed or proposed for installation in such structure or building

July 2, 1980

ARTICLE 5. PROPERTY TAX EXEMPTIONS.

Sec. 10-27. Exemption from Property Tax for the Blind.

The Town adopts the provisions of Connecticut Public Act 85-165 to allow an additional exemption from property tax for persons who are blind and who meet the eligibility requirements set forth in said Act.

Effective: 11-13-86

Sec. 10-28. Exemption from Property Tax for Veterans.

- (a) The Town adopts the provisions of Connecticut General Statutes section 12-81f to allow an additional exemption from property tax of five thousand dollars for the October 1, 2004 grand list and of ten thousand dollars for the October 1, 2005 grand list and subsequent grand lists for persons who are veterans and who meet the eligibility requirements set forth

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in said section, provided such veteran's qualifying income does not exceed an amount equal to eleven thousand dollars more than the applicable maximum amount as provided under Connecticut General Statutes section 12-811.

Effective: 10-16-07

(b). The Town adopts the provisions of subsection (c) of Connecticut General Statutes section 12-81 (21) to allow for a total exemption from local property taxation for the dwelling and property on which such dwelling is located for a severely disabled veteran who has received financial assistance for specially adapted housing under the provisions of 38 U.S.C. section 2101.

Effective: 12-18-07

Sec. 10-29. Exemption from Property Tax for Disabled Persons.

The Town adopts the provisions of Connecticut Public Act 85-593 to allow an additional exemption from property taxes for persons who are disabled and who meet the eligibility requirements set forth in said Act.

Effective: 11-13-86

Sec. 10-30. Additional Exemptions From Property Tax for Totally Disabled Persons.

a. The Town adopts the provisions of Connecticut Public Act 85-294 to allow an additional exemption from property tax for total disabled persons who meet the eligibility requirements set forth in said Act.

Effective: 11-13-86

b. Any one motor vehicle owned by a person with a physical disability, which was equipped after its original date of manufacture with devices such as lifts, ramps, elevators or special controls for the purpose of adapting its use for the person who uses such vehicle, shall be exempt from personal property taxes. As used in this Section, physical disability means quadriplegia, paraplegia, loss of arm or leg, or other disability that requires use of a modified motor vehicle.

Effective 04-15-99

Sec. 10-30a. Additional Property Tax Exemptions.

(a) Pursuant to Section 12-129n of the Connecticut General Statutes, the Town Council of the Town of East Hartford hereby enacts a supplemental property tax credit program for taxpayers who meet the criteria established in Section 12-129n of the Connecticut General Statutes. In addition to meeting such criteria, eligible taxpayers shall be current with their property tax payments to the Town, shall not have individual or joint investments, cash and/or real property, except for their

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principal residence and any tax deferred retirement investment vehicle or any funds which the Finance Director and the Tax Assessor determine are used primarily for retirement income purposes, in excess of one hundred thousand dollars, and shall not have an annual gross income as defined in Section 12-170aa of the Connecticut General Statutes, in excess of an amount equal to eleven thousand dollars more than the income limits established pursuant to Section 12-170aa(b)(2) of the Connecticut General Statutes. Additionally, married persons with dependent children where one spouse is disabled under Section 12-170aa of the Connecticut General Statutes shall have a ten thousand dollar income exemption applied to their local option income calculation for the sole purpose of local qualification.

Effective: 10-16-07

- (b) Each eligible taxpayer shall receive a tax credit equal to the amount of property tax owed, after deducting any eligible property tax credits under State law or Town ordinances, on his real property owned and occupied as his principal residence, which exceeds seven percent of his income as defined in section 12-170aa of the Connecticut General Statutes, provided such credit shall not exceed seven hundred dollars and provided further that such credit, when combined with other state and local tax assistance, may not exceed seventy-five percent of the taxes levied on such property. Any eligible taxpayer shall receive a property tax credit under this section of not less than one hundred dollars.
- (c) The Tax Assessor shall develop a biennial application for the tax credit program established pursuant to this section. Such application may incorporate by reference any information provided on the taxpayer's application for the circuit breaker program.
- (d) Failure to provide all information required on such application shall render the applicant ineligible for the benefits provided in subsection (b) of this section.

Effective: 04-18-07

Section 10-30b. Property Tax Exemption – Farm Buildings

The town of East Hartford adopts the property tax exemption for any building used actually and exclusively in farming to the extent of an assessed value of one hundred thousand dollars as provided in subsection (c) of section 12-91 of the Connecticut General Statutes. A written application for such exemption shall be filed as provided in subsection (d) of section 12-91 of the Connecticut General Statutes.

Effective: 10-04-05

Sec. 10-30c. GOLD STAR FAMILIES PROPERTY TAX EXEMPTION

- (a) Any residential property that is the primary residence of a parent whose child was killed in action while performing active military duty with the armed forces as

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defined in subsection (a) of section 27-103 of the Connecticut General Statutes or of a surviving spouse of such person shall be entitled to a property tax exemption of ten percent of the assessed value provided the annual income of such person who is owner of such property does not exceed the maximum amount under Section 12-81L of the Connecticut General Statutes plus twenty five thousand dollars.

- (b) The town adopts the provisions of Public Act 17-65 regarding the application of this property tax exemption.

Effective 3-21-19

ARTICLE 6. APPROVAL OF LEASES

Sec. 10-31. Procedure for Setting of Fee.

Sec. 10-32. Leasing Procedure.

Sec. 10-33. Provision to Waive.

Sections 10-31 through 10-33 inclusive of the code of ordinances of the town of East Hartford are hereby repealed.

Voted: 08-01-17
Published: 08-08-17
Effective: 08-29-17

ARTICLE 7. AN ORDINANCE CREATING MUNICIPAL RESERVE FUNDS

Sec. 10-34. Creation.

In accordance with the provisions of Chapter 108 of the General Statutes, two reserve funds are hereby established for capital and nonrecurring expenditures. The Treasurer shall establish the accounts, one for the Town's general funds, and one for funds under the jurisdiction of the Board of Education.

Sec. 10-35. Procurement of Funds.

The Board of Education is hereby authorized to put budget surpluses available at the end of any fiscal year into the Board account. General Fund cash surpluses available at the



M E M O R A N D U M

DATE: February 9, 2009

TO: Melody A. Currey, Mayor

FROM: Michael P. Walsh, Director of Finance

TELEPHONE: (860) 291-7246

RE: Year over Year Local Option and Veteran's Exemption Statistics

By way of this memo, in response to your request, please accept the following statistics on the Local Option and Veteran's Exemption programs.

Local Option

<u>Budget Year</u>	<u>Grand List Year</u>	<u># Receiving Benefit</u>	<u># Receiving Max. Benefit</u>	<u>Total benefit</u>
2008-2009	2007	858	743	\$571,378
2007-2008	2006	821	667	\$528,735
2006-2007	2005	746	571	\$402,153
2005-2006	2004	715	550	\$390,177
2004-2005	2003	660	500	\$289,558
2003-2004	2002	693	534	\$ 301,266
2002-2003	2001	627	511	\$ 292,509
2001-2002	2000	665	498	\$ 301,972
2000-2001	1999	643	N/A	\$ 262,309
1999-2000	1998	630	N/A	\$ 227,226
1998-1999	1997	274	N/A	\$ 88,658

Veteran's Exemption

<u>Budget Year</u>	<u>Grand List Year</u>	<u># Receiving Benefit</u>	<u>Total benefit</u>
2008-2009	2007	766	\$228,218
2007-2008	2006	726	\$247,624
2006-2007	2005	858	\$351,369
2005-2006	2004	855	\$171,159

Please feel free to contact me if you have any questions or problems on any of the information.



Search



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Tax Credit for Elderly & Totally Disabled Homeowners (Local Program)

[Filing Dates](#)

Applications for this program are accepted between February 1st and May 15th at least every two years. If you are presently on the Elderly Program and it is time for you to renew, you will receive the application in the mail.

First time filers are required to contact the Social Services Department at 291-7248 for an appointment. If you need assistance in filling out your forms, please make an appointment with the Social Services Department at 291-7248.

Program Requirements

1. Meet State requirements except for income limits.
2. Meet income limits determined by the Town. The Town **2020** income limits are **\$56,800** for a married couple, **\$48,600** for a single person. These income requirements are \$11,000 above the State requirements.
3. Your assets, excluding the value of your primary residence and any tax deferred retirement investments, can not exceed \$100,000.
4. Residents whose property tax does not exceed 7% of income will not be eligible for this program.
5. When state and local assistance combined exceed 75% of your property tax, eligibility for this program stops.
6. The maximum credit is \$700 and the minimum is \$100.
7. Married persons with dependent children, where one spouse is disabled and provides proof of 100% disability from Social Security (form TPQY), are now eligible for the Town Local option. The income limit for this program is **\$66,800**. A copy of your **2020** Federal Income Tax return must be presented at time of application.

Questions

For additional explanation and/or information please call the Assessor's Office (860) 291-7260.

Attachment	Size
 Local option Home Owner Application	201.4 KB

1928 Aerial Photos

Active Military Motor Vehicle Property Tax Exemption

Address Change Form - Real Estate

Board of Assessment Appeals

Exemption Programs

TOWN OF EAST HARTFORD
LOCAL OPTION

TAX CREDIT FOR THE ELDERLY OR TOTALLY DISABLED HOMEOWNER
(TO BE FILED BIENNIALLY)

FILING PERIOD: FEBRUARY 1 - MAY 15TH

PLEASE PRINT OR TYPE

1. Name (Last) (First) (Date of Birth) Social Security #

2. Spouse's name (Last) (First) (Date of Birth) Social Security #

3. Mailing Address (No., Street, Town, State, ZIP code) Telephone Number

4. Agent's Name/Address Agent's Telephone Number

5. QUALIFYING INCOME (INCOME FROM ALL SOURCES FOR LAST CALENDAR YEAR):

- a. TAXABLE INCOME, Example: Wages, Bonuses, Commissions, Fees, Gratuities, Payment for Jury Duty (excluding travel allowance), Lottery winnings, Taxable portion of Annuities and Pensions (including Veteran's), Taxable portion of IRA's, Interest, Dividends, Net rent or proceeds from sales of property, etc. If you are required to file Federal Income Tax Return, enter the amount of Adjusted Gross Income plus any other income and attach a copy of the return to this application. a. \$ _____
- b. NON - TAXABLE INTEREST - Example: Interest from Tax Exempt Government Bonds b. \$ _____
- c. SOCIAL SECURITY OR RAILROAD RETIREMENT INCOME - (GROSS AMOUNT) c. \$ _____
- d. ANY INCOME NOT REFLECTED IN THE ABOVE - Example: Federal Supplemental Security Income, State of Connecticut public assistance payments, General Assistance, Veteran's Pensions, Veteran's Disability Payments, and any other income not listed above. d. \$ _____
- e. Add lines 5a through 5d TOTAL INCOME e. \$ _____
- f. Less Disabled spouse/family exemption (\$10,000) _____

Please check one of the following statements and sign below:

_____ My/our total assets, excluding the value of my/our primary residence and any tax deferred retirement investments, DO NOT EXCEED \$100,000.

_____ My/our total assets, excluding the value of my/our primary residence and any tax deferred retirement investments, DO EXCEED \$100,000.

Applicant's or authorized agent's affidavit: The applicant or authorized agent deposes that the above statement is true and complete and claims tax relief under the provisions of the Town of East Hartford Ordinances, Article 5, Chapter 10. I grant permission to the Town of East Hartford to obtain information necessary to help determine my eligibility. The penalty for making a false affidavit is the refund of all credits improperly taken. The signature below indicates that this affidavit has been read and understood.

Signature of applicant or authorized agent Date signed

FOR ASSESSOR'S USE ONLY Parcel ID _____ Adjusted Tax Amt (after state benefit if eligible) _____
Income (line 5e) _____ 7% of income _____

Tax amount - 7% of Income = Credit amount Credit to be applied -

Assessor's affidavit

_____ I am satisfied that the above named application meets all the necessary statutory requirements.
_____ This claim is disallowed due to: _____ over income _____ tax does not exceed 7% of income
_____ other: _____


Signature of Assessor or member of Assessor's staff Date signed



MEMORANDUM

DATE: November 11, 2021

TO: East Hartford Town Council Members

FROM: Michael P. Walsh, Mayor 

TELEPHONE: (860) 291-7201

RE: **Referral to Fees: Surplus Greater Hartford Transit District Ticket Books to \$10**

By way of this memo, I am requesting a referral to the Town Council Fees Committee for the purposes of accelerating the sale of 3,628 ticket books of 10 for use with the Greater Hartford Transit District (GHTD) ride program.

As you know, the Greater Hartford Transit District provides rides in and around greater Hartford to qualified residents including trips to church, medical appointments, grocery shopping, and work. Some years ago, the Town of East Hartford absorbed the cost of each ride. About 5 years ago, due to budget constraints, the Town gradually moved away from absorbing the cost, instead encouraging riders to buy GHTD tickets when a book of 10 cost \$10.

At the time of the change, GHTD notified the Town that they planned to increase ticket costs with a ticket book of 10 now costing \$24. At the time, to insulate our residents from rising costs of GHTD rides, the Town procured a stockpile of tickets. As noted in the attached e-mail from Finance Director Linda Trzetzziak, the Town currently has 3,628 books on hand with a desire to distribute those fairly to the community of riders.

Accordingly, I am requesting a referral to the Town Council Fees Committee for the purpose of setting the sale price of the remaining books at \$10 per book, provided qualifying recipients can buy no more than 2 books per month, until the Town's supply is exhausted.

If approved, I anticipate that the tickets will be sold at the Senior Center and through Social Services.

Please let me know if you have any questions on the aforementioned and I will be on hand at the meeting to take any questions. Thank you.

Cc: Linda Trzetzziak, Finance Director
Laurence Burnsed, Health and Social Service Director
Ted Fravel, Parks and Recreation and Senior Services Director

Walsh, Mike

From: Trzetzziak, Linda
Sent: Wednesday, November 10, 2021 1:16 PM
To: Walsh, Mike
Subject: ADA tickets

Mike,

ADA ticket books on hand 3,628. We paid \$24 per book. Value \$87,072.

Linda Trzetzziak
Director of Finance
Town of East Hartford

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

November 8, 2021

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

**Re: Outdoor Amusement Permit Application
"Holiday Fest 2021"**

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 3, 2021**, between the hours of **6:00 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 6, 2021**, 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** states that permits and inspections may be required for temporary installments.

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 **\$570.00**.

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,



Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Grew, Greg
Sent: Wednesday, October 20, 2021 9:09 PM
To: Rivera, Augustina
Subject: Re: Outdoor Amusement Permit Application- Holiday Fest 2021

Per Ordinance 5-3, my review and approval is not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA
Director of Inspections & Permits
(Building / Zoning / Property Maint.)



Town of
EAST HARTFORD
CONNECTICUT

Town Hall
740 Main Street
East Hartford, CT 06108
Direct [\(860\) 291-7345](tel:8602917345)
Mobile [\(860\) 874-8034](tel:8608748034)
<http://www.easthartfordct.gov/inspections-and-permits>

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Wednesday, October 20, 2021 9:49 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzak, Linda <Ltrzetzak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application- Holiday Fest 2021

Good morning,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit application for the "Holiday Fest 2021" taking place on **Friday, December 3, 2021** and on **Monday, December 6th**. Please review and submit comments back to me **no later than 12:00 noon, Wednesday, November 3, 2021**. I am trying to get it to the Mayor's Office by November 5th.

Thank you.

Tina

Rivera, Augustina

From: Gentile, Richard
Sent: Wednesday, October 20, 2021 10:19 AM
To: Rivera, Augustina; Burnsed, Laurence; Fravel, Theodore; Lawlor, John; Oates, John
Cc: Alsup, Steve; Cohen, Bruce; Cruz-Aponte, Marilyn; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Ficacelli, Joseph; Grew, Greg; Hawkins, Mack; Neves, Paul; O'Connell, Michael; Sansom, Scott; Sassen, Christine; Trzetzziak, Linda; Wagner, Justin
Subject: RE: Outdoor Amusement Permit Application- Holiday Fest 2021

I have no comments or concerns with this annual event.

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Wednesday, October 20, 2021 9:50 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sassen, Christine <CSassen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
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Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
arivera@easthartfordct.gov

Office: 860-291-7631

Kish MGMT

Rivera, Augustina

From: Sasen, Christine
Sent: Tuesday, October 26, 2021 8:26 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application- Holiday Fest 2021

ok

From: Rivera, Augustina
Sent: Wednesday, October 20, 2021 9:50 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzak, Linda <Ltrzetzak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application- Holiday Fest 2021

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Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
arivera@easthartfordct.gov

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

Fire Dept



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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 3, 2021 6:00pm – 8:00pm**
Monday, December 6, 2021 5:30pm – 6:30pm

Event: **Holiday Fall Fest 2021**

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 Steve Klsup Asst. Fire Chief Date 10-20-21

Comments:

**TOWN OF EAST HARTFORD
FIRE MARSHAL'S OFFICE
ADMINISTRATIVE REVIEW
Amusement Permit**

DATE: October 20, 2021

APPLICATION FOR: Holiday Fest 2021

APPLICANT: Patricia Ann Sirois, Chair and Holiday Fest Chair
C 860-416-8345 pasirois@comcast.net

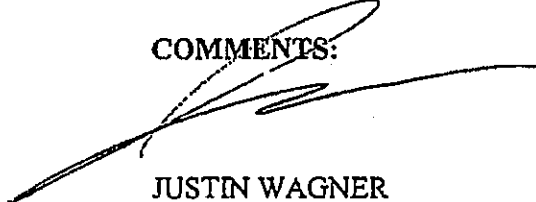
ADDRESS: Town Green AND 886 Main St. (Hartford East Apts)

DATE(S) OF EVENT: Friday, December 3, 2021 – 6:00 to 8:00 pm – Town Green
Monday, December 6, 2021 – 5:30 to 6:30 pm – 886 Main St. (Hartford East Apts)

Pursuant to your request, a review of the above application was completed and the following recommendation is made:

- ~~XXX~~ 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:



JUSTIN WAGNER
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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 3, 2021 6:00pm – 8:00pm**
Monday, December 6, 2021 5:30pm – 6:30pm

Event: **Holiday Fall Fest 2021**

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Patricia Ann Sirois, Chair**

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 - 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 \$0.00

Ted Fravel

Signature

11/3/21

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 3, 2021 6:00pm – 8:00pm
Monday, December 6, 2021 5:30pm – 6:30pm**

Event: **Holiday Fall Fest 2021**

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

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- 1. the application be approved as submitted.
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 - 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 Burnsed, MPH, MBA
Signature

October 20, 2021
Date

Comments:

No concerns from the Health Department. Approved as submitted.



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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **Friday, December 3, 2021 6:00pm – 8:00pm**
Monday, December 6, 2021 5:30pm – 6:30pm

Event: **Holiday Fall Fest 2021**

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.
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 - 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 \$ \$570.00

Marilynn Cruz-Aponte 11-4-21
Signature

Date

Comments:

DPW Parks staff will support this effort as in the past.

Rivera, Augustina

From: Hawkins, Mack
Sent: Friday, November 5, 2021 10:07 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application- Holiday Fest 2021

Tina,

I have reviewed the Outdoor Amusement Permit Application for "Holiday Fest 2021" event. I approve the application as submitted. Please mark the worksheet "Extra Attention" for the day 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: Wednesday, November 3, 2021 7:22 AM
To: Fravel, Theodore <tfravel@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application- Holiday Fest 2021

Good morning,

Just a friendly reminder to submit your comments to me today for the Holiday Fest.

Thank you.

Tina

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

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

1. Name of Event:
HOLIDAY FEST 2021
2. Date(s) of Event:
Friday, December 3rd and Monday, December 6th
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
Home # 860-568-0065; Cell 860-416-8345; Email: pasirois@comcast.net
4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.
See attached Board Member list
5. List the location of the proposed amusement: (Name of facility and address)
Town Green and Small Green in front of Hartford East Apartments, 886 Main
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
Town Green: 12/3rd-6:00-8:00pm; 12/6-5:30-6:30pm
7. Provide a detailed description of the proposed amusement:
12/3: Tree Lighting ceremony with music with a Carol Sing with Santa Town Green
12/6: Tree of Lights ceremony with Carol Sing in Town Small Green front of Hartford East Apts. 886 Main

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

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? **12/3: one hour; 12/6: 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.3rd 6:00pm-8:00pm(100) and Monday,Dec.6th 5:30pm-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 phones available.

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

Not anticipated activities will necessitate on-site emergency personnel.

d. Crowd control plan:

Police on Town Green have been sufficiently planned for purpose.

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

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

f. Provision of sanitary facilities:

None needed.

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

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

Department Yes No.

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

Yes No Alcoholic beverages will be served / provided.

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

- a. For such sale or provision,

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

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

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

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

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

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

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

Patricia Ann Sirois

(Legal Name of Applicant)

Patricia Ann Sirois

(Printed Name)

October 19, 2021

(Date Signed)

(Applicant Signature)

Patricia Ann Sirois

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

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

Received By: Augustina Rivera

Employee Number. 9099

Date & Time Signed: 10/20/21 9 : 12 (AM) PM

Time remaining before event: 44 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.

Town of
East Hartford

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

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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	Elizabeth Watson		860-291-7343	ewatson@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 Cattnach	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	hjrobinson@comcast.net	12/23
R		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>

OFFICE OF HUMAN RESOURCES

Date : November 15, 2021
To : Michael P. Walsh, Mayor
From : Sandra L. Franklin, Interim Human Resources Director
Re : CSEA/SEIU Union, Local 2001 Tentative Agreement



Attached for your review is (i) a suggested transmittal letter to the Council Chairman regarding the Tentative Agreement Between Town of East Hartford and the East Hartford CSEA/SEIU Union, Local 2001 (hereinafter "Local 2001 CSEA Union") for a successor collective bargaining agreement effective July 1, 2021 through June 30, 2025 and (ii) a copy of the tentative agreement.

The impetus for the tentative agreement centered around better controlling health insurance costs for active employees and retirees. During the contract negotiation process, the Town's primary objectives were as follows:

1. Increase the HDHP deductibles from \$1500/\$3000 to \$2000/\$4000
2. Increase the premium cost share for health insurance coverage
3. East Hartford encourages the professional improvement of its employees, as such, we agreed to a Tuition Reimbursement Program for eligible employees effective July 1, 2022.

You'll find that the tentative agreement with the Local 2001 CSEA Union regarding these items have achieved the objectives of the Town, while staying within the Town Council's spending directive from the May 2021 joint Town and Board of Education meeting.

Since this matter involves a need to fund the successor collective bargaining, the Town's Interim Human Resources Director will be present at the meeting scheduled for Tuesday, November 16, 2021 should there be any questions or concerns, or a need to go into executive session.

According to Section 7-473 c (10) and (12) of the General Statutes of the State of Connecticut, the Town Council may reject the agreement with a two-thirds majority vote within twenty-five days of receipt of the Tentative Agreement. I respectfully recommend that the Council approve the tentative contract agreement for the reasons noted above.

Town of East Hartford
and

CSEA Local No. 2001

Settlement Agreement

10/26/21

Town Proposals

No. 6 7/1/21 - 11% 7/1/22 - 12% 7/1/23 - 12% 7/1/24 - 13%

effective on
retroactive

PPO 2.9%

No. 10 7/1/23 deductible increases to 2000/4000
health/wellness reward increases to \$600

Union Proposals

No. 17 - TA to Town Center of 9/26/21

No. 19 7/1/21 2% retroactive 7/1/22 2%

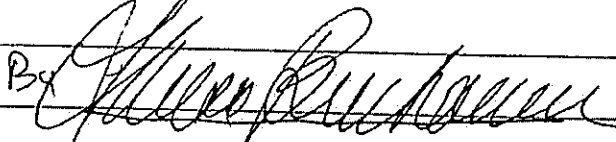
7/1/23 2% 7/1/23 2%

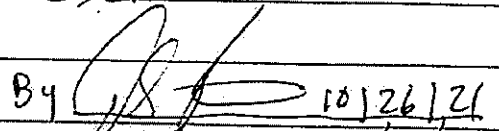
All prior TAs incorporated

All other proposals withdrawn.

Town of East Hartford

CSEA Local 2001

By 

By  10/26/21

By  10/26/21



MEMORANDUM

DATE: November 10, 2021

TO: Michael P. Walsh, Mayor

FROM: Linda Trzetzziak, Director of Finance

TELEPHONE: (860) 291-7246

RE: CSEA Contract Settlement and Contingency Transfer

By way of this memo, attached please find the financial analysis related to the CSEA contract settlement.

To cover the costs related to the settlement, \$100,954 will need to be transferred into various accounts by way of a Contingency Transfer.

If approved, this funding will satisfy the contact settlement through June 30, 2022.

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

The Town of East Hartford
 For the Fiscal Year Ending June 30, 2022
 Contingency Transfer

FROM

<u>Account Number</u>	<u>Name</u>	<u>Amount</u>
G9600-60201	Contingency Reserve-Contract Negotiations	\$ <u>100,954</u>

TO

<u>Account Number</u>	<u>Name</u>	<u>Amount</u>
G1200-60110	Permanent Services – Town Clerk	\$ 3,591
G2100-60110	Permanent Services – Mayor’s Office	1,408
G2400-60110	Permanent Services – Library	1,567
G2600-60110	Permanent Services – Youth Service	3,825
G2950-60110	Permanent Services – Grants Administration	1,381
G3200-60110	Permanent Services – Accounts and Control	3,213
G3300-60110	Permanent Services – Information Technology	8,811
G3400-60110	Permanent Services – Purchasing	1,697
G3600-60110	Permanent Services – Assessor	5,002
G3700-60110	Permanent Services – Tax Office	5,076
G3900-60110	Permanent Services – Risk Management	1,955
G4100-60110	Permanent Services – Development	3,337
G5203-60110	Permanent Services – Police Administration	13,382
G5316-60110	Permanent Services – Fire Administration	2,872
G6100-60110	Permanent Services – Inspections	12,394
G7100-60110	Permanent Services – Public Works Administration	3,261
G7200-60110	Permanent Services – Engineering	7,847
G7800-60110	Permanent Services – Public Works Building Maintenance	5,447
G8100-60110	Permanent Services – Parks Administration	5,030
G9300-60110	Permanent Services – Environmental Control	2,956
G9400-60110	Permanent Services – Social Services	4,387
G9430-60110	Permanent Services – Senior Services	2,515
	TOTAL	<u>\$ 100,954</u>

The funds being transferred are certified as available and unobligated.

Linda Trzetzziak, Director of Finance

Michael P. Walsh, Mayor

Angela Attenello, Town Council Clerk
 Dated this xxth day of November, 2021

The Town of East Hartford
 Analysis of the CSEA Contract
 Prepared as of November 3, 2021

Actual	Wages	Prem. Share
4 years	2%, 2%, 2%, 2%	HDHP 11%, 12%, 12%, 13%

Employees Covered 86

	Base @6/30/21	Precon. GWI 0.00%	6/30/21 Base Total	Year 1 @7/21 2.00%	6/30/22 Base Total	Year 2 @7/22 2.00%	6/30/23 Base Total	Year 3 @7/23 2.00%	6/30/24 Base Total	Year 4 @7/24 2.00%	6/30/2025 Base Total
Reg. Wages	4,793,304	-	4,793,304	95,866	4,889,170	97,783	4,986,953	99,739	5,086,693	101,734	5,188,426
OT Wages	100,000	-	100,000	2,000	102,000	2,040	104,040	2,081	106,121	2,122	108,243
Total	4,893,304	-	4,893,304	97,866	4,991,170	99,823	5,090,993	101,820	5,192,813	103,856	5,296,670

Year	Wage Inc. Per Year	Wage Inc. Total
Pre	-	-
1	97,866	97,866
2	99,823	197,689
3	101,820	299,509
4	103,856	403,366
Total	-	998,431

Total Per Year	Total Per Contract	Net Prem. Share Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
-	-	-	-	-	0.00%
97,866	97,866	1,504	96,362	96,362	1.95%
99,823	197,689	1,519	98,304	196,170	1.95%
101,820	299,509	-	101,820	299,509	1.98%
103,856	403,366	1,534	102,322	401,832	1.95%
-	-	-	-	-	0.00%
403,366	998,431	4,557	398,809	993,874	7.83%

Annualized 1.96%

AGREEMENT BETWEEN
THE TOWN OF EAST HARTFORD

and

THE EAST HARTFORD
CSEA, LOCAL NO. 2001, SEIU

~~JULY 1, 2017 – JUNE 30, 2021~~

JULY 1, 2021 – JUNE 30, 2025

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ARTICLE I
Recognition

1.0: The Town recognizes the Civil Service Employees Affiliates, Inc. (CSEA, Local 2001, SEIU) as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, other conditions of employment and all other benefits derived through contractual negotiations to all classified employees, excluding: seasonal employees, supervisors, professionals, uniformed and investigatory employees of the Police and Fire Departments, Secretary to the Mayor, employees in the Department of Human Resources, office of the Corporation Counsel, Board of Education and the Classifications of employees presently constituting a recognized bargaining unit represented by Local #1174 of Council #4, American Federation of State, County and Municipal Employees, and employees presently represented by Local #818 of Council #4, AFL-CIO and employees represented by Teamsters Local #559 #671

1.1: “Seasonal” means working for a period of not more than one hundred twenty calendar days in any calendar year.

ARTICLE II
Union Security

2.0.a: Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent. ~~During the term of this Agreement, every employee shall retain the freedom to elect whether or not to become or remain a member of the Union.~~

2.0.b: Union dues and/or CSEA PAC shall be deducted by the Town from the paycheck of each employee who signs and remits to the Town an authorization form, such authorization can also be obtained electronically. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules. ~~Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. In addition, new employees shall be required to pay a one-time initiation fee as determined by the Union.~~

2.0.c: Should a bargaining unit member approach the Town seeking to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union. ~~Any employee covered by this Agreement who, within thirty (30) days after the end of her/his probationary period, fails to become a member of the Union, or any employee whose Union membership is terminated for any reason, or any employee who resigned from Union membership, shall be required to pay an agency service fee under Section 2.0.d.~~

2.0.d: ~~The Town shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.~~

2.1: Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than three (3) days following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union each week, for those employees who are paid weekly and bi-weekly for employees paid bi-weekly, a list of the employees from whose earnings deductions have been made.

2.2: The Town's obligation to make such deduction shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement.

2.3: The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize any strike.

2.4: At least two (2) bulletin boards shall be reserved at an accessible place for the exclusive use of the Union for posting of Official Union notices or announcements. One bulletin board shall be placed in Town Hall and one shall be placed in the Public Safety Complex.

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

2.6: The Town will provide the Union with sufficient copies of this Agreement and a copy of agreed-upon work rules within thirty (30) days after the signing of this Agreement.

ARTICLE III **Seniority, Discipline and Dismissal**

3.0: The Town shall prepare a list of all bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.

3.1.a: New employees shall serve a probationary period of six (6) months but shall be subject to all other provisions of this Agreement. The dismissal of a probationary employee during the probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be permanent employees and shall acquire seniority as of the date of their employment.

Probationary employees shall receive written evaluations once each month by their department head or his/her designee.

3.1. b: Any bargaining unit member who is promoted or transferred to a new position shall serve a probationary period of three (3) months in the new position. The employee shall be evaluated

by the new supervisor at least twice in the first month and once each month thereafter during the probationary period. Such employee may voluntarily return to his/her former position within the first month of probation. The supervisor may return the employee to his/her former position at the end of the three (3) month probationary period if the written evaluations show the employee is not performing well in the new position.

3.2: All vacancies and new positions shall be posted for a period of seven (7) working days on the Union's bulletin boards and the Town of East Hartford's website prior to any action taken by the Town to fill such vacancies or new positions. The Human Resources Department shall notify the Union President, in writing, of any such vacancy. Employees will not be permitted a lateral or demotional transfer more than once in a twelve (12) month period. Employees wishing to be considered for assignment to such vacancies or new positions may, personally, or through their Union representative, submit their request to Human Resources in accordance with the posting. Employees requesting consideration and who are not selected for assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.

3.3: Copies of the job posting and a list of persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

3.4: When a vacancy exists or a new position is created, **all employees in the bargaining unit who may qualify shall have the opportunity to apply, however,** the employee with the highest department seniority from within the department wherein the vacancy or new position exists shall be given first opportunity to fill the position, provided he or she is qualified and has the fitness and the ability to perform the work. If he or she refuses, it shall go to the next senior person who has qualified and has the ability and fitness to perform the work. Determination of ability and fitness to perform the work shall include, but not be limited to, consideration of attendance and disciplinary records, overall past performance, and demonstrated leadership ability, if appropriate, to this position.

3.5: If no employee in the department wherein the vacancy or new position exists is qualified, the position shall be filled by an employee from other departments in the bargaining unit, with the employee with the highest seniority being given the first opportunity to fill the position, provided he or she is qualified and has the ability and fitness to perform the work. If he or she refuses, it shall go to the next senior person, provided he or she is qualified and deserves the position.

3.6: The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. Notification shall be made not later than twenty (20) working days after the posting period.

3.7: If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants from outside the bargaining unit.

3.8.a: Employees shall not be disciplined without just cause. The following shall be sufficient causes for reprimand, suspension, or discharge though such action may be for causes other than those enumerated:

1. Willful violation of the Provisions of the Charter.
2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.
3. Wanton carelessness or negligence in the use or care of Town property.
4. Habitual tardiness or absence from duty which results in unsatisfactory attendance. ~~Unsatisfactory attendance is evident when the sum of days of absence, plus periods of absence is greater than 15 in a twelve month period.~~ Potentially unsatisfactory attendance may be sufficient cause for a verbal warning. Employees shall have the right to utilize the grievance procedure pertaining to this Article.
5. Conviction of a felony or misdemeanor involving moral turpitude which is related to the performance of the employee's job.
6. Intoxication on duty, illegal use of drugs or use of illegal drugs.
7. Conduct which reflects unfavorably upon the Town service.
8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor, or violation of any written Town of East Hartford policy endorsed by the Mayor.

3.8.b: Following are the types of disciplinary action that may be invoked against bargaining unit members. They may be independently invoked.

1. Reprimand: An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee and to the Union President.
2. Suspension: An appointing authority may, for disciplinary purposes, suspend, without pay, any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
3. Dismissal: An appointing authority may dismiss for cause any employee under his control occupying a position subject hereto when he considers that the good of the service shall be served thereby. It shall be the responsibility of the appointing authority, in any case of suspension, demotion or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefor and to file a copy of such statement with the Human Resources Director.

3.9: Layoffs are permitted when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, or material change in the duties or organization which is outside the employee's control and which do not reflect discredit of the service of the employee.

- a) Positions in the classified service may be abolished upon recommendation of the Mayor and approval of the Town Council.

3.10: In the event of a layoff, any bargaining unit employee selected for layoff shall be given at least two (2) weeks notice in writing, and the layoffs shall take effect in the following order:

- a) Temporary and Seasonal Employees who perform bargaining unit work within the department in which the layoff is to occur;
- b) Part-time Employees who perform bargaining unit work (commencing with those having the shortest length of service with the Town) within the department in which the layoff is to occur;
- c) Probationary employees who perform bargaining unit work (commencing with those having the shortest length of service with the Town) within the department in which the layoff is to occur;
- d) If further layoffs are necessary, the Town shall select the classification and the department in which the layoff is to occur. The Town shall first lay off the employee in the affected classification¹ with the least seniority on the seniority list. (For example, if the Town determines that it must layoff an "Administrative Secretary III" in the Public Works Department, it shall begin with the employee within that job classification and department who has the least seniority).

3.11: Employees in section 3.10 d) above who were laid off as a result of the above process shall be able to bump a less senior, bargaining unit member in the same or lower paid wage group, in any department, providing the laid off employee is able to perform the duties of the position into which he or she is bumping with minimal training. An employee bumped from his/her position shall have the same bumping rights as the originally laid off employee. In all cases, the Director of Human Resources shall decide whether the employee is able to perform the duties of the desired position. Said decision shall be reviewable under the grievance procedure.

Employees referred to in section 3.10 a) and b) above shall mean only employees that perform bargaining unit work under any of the job classifications outlined in Appendix C, and excludes employees that currently do not perform bargaining unit work in any of the classification outlined in Appendix C (e.g. life guards, pool attendants, camp counselors, camp directors, park rangers, or any other employees who do not perform bargaining unit work).

3.12: Employees who are laid off shall have recall rights for a period of eighteen (18) months from the date of layoff and may be recalled into a bargaining unit position in his/her wage group

¹ When used in this article, classification shall mean "job title" as contained in Appendix C.

or a lower wage group for which he/she is qualified without further training in the judgment of the Department Head. The recall rights described above shall take place in order of seniority. An employee electing to take a position via recall that is in a lower pay group than the position from which he/she was laid off shall, for the remainder of the eighteen (18) month recall period, retain recall rights to other positions, as they may become available, until the employee obtains a position in the same pay group from which the employee was laid off. Employees shall have two weeks from the date the Town sends a notice of recall to the employee at their last known address to return to the job. An employee's recall rights shall terminate if the employee declines recall into an available position in the same pay grade from which they were laid off or fails to return to the same job within two weeks of the date the Town sends the recall notice. During the period of time that an employee has recall rights pursuant to this section he/she shall have the same rights to promotional opportunities as any employee on the active payroll. **An employee returning to work during said recall period shall have his/her seniority restored including time lost due to layoff.**

3.13: During the period of layoff the employee shall have the right to receive all insurance benefits listed pursuant to Article IX of this labor Agreement, under the provisions of COBRA.

3.14: To relieve excesses of help in any department wherein a layoff might be required, the Town shall have the management right to transfer the least senior employee in such department to a position in another department, or another classification within the same department, wherein his or her services can be utilized, if the employee is qualified to perform the duties of such position. If reassignment pursuant to this section results in the employee performing the responsibilities of a higher paid position, then the employee performing those responsibilities shall, for the remainder of that assignment, be placed on the lowest step of the new pay grade that produces an increase of pay. Notwithstanding this provision, any reassignment made pursuant to this Section shall not result in a change in the reassigned employee's classification.

3.15: No new employee, full-time or part-time, shall be hired into a bargaining unit position for which an employee has recall rights pursuant to Section 3.12 above. Nothing herein shall prevent the Town from hiring employees into a position for which a bargaining unit employee does not have recall rights or a position for which an employee has declined recall under Section 3.12 above.

3.16: An employee shall lose his seniority rights under any of the following circumstances:

- a) Resignation.
- b) Discharge for just cause.
- c) Failure to report to work within ten (10) working days after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire, in writing, to return within five (5) days.

3.17: For all purposes, except layoff, the seniority rights of the Union President, Vice President, Secretary, Treasurer, Executive Committee and stewards shall be exactly the same as the seniority rights of all other employees except that in the case of a layoff, the above-named Union Officials will have superseniority during their term of office.

ARTICLE IV
Hours of Work, Overtime and Holiday

4.0: The work week, consistent with the operating requirements of the Town, shall be regular, irregular, or flexible as defined in this Agreement.

- a) A regular work schedule is a work schedule with the same starting and stopping times on five (5) working days of seven (7) hours each, Monday through Friday. Unless identified in this subsection, subsection b), or mutually agreed under subsection c) of this Article, members shall adhere to the Town Hall operating hours 8:30 a.m. to 4:30 p.m. Monday through Friday, with one hour for lunch.
- b) Shift schedules for the following classifications are as follows:

Clerical PW-Street:	A Shift 7:30 a.m. - 3:00 p.m. 1/2 hour lunch
Public Works-Building:	A Shift 6:00 a.m. - 2:00 p.m. 1 hour lunch
Public Works-Building:	B Shift 7:00 a.m. - 3:00 p.m. 1 hour lunch
Public Works-Building:	C Shift 4:30 p.m. - 11:00 p.m. 1/2 hour lunch
Custodian (Police):	A Shift 7:30 a.m. - 3:00 p.m. 1/2 hour lunch
Custodian (Police):	B Shift 3:00 p.m. - 9:30 p.m. 1/2 hour lunch
<u>Custodian (Library)</u>	<u>A Shift 2:00 p.m. – 10:00 p.m. M-TH</u> <u>9 a.m. – 5 p.m. Friday</u>
<u>Custodian (Library)</u>	<u>B Shift 8:00 a.m. – 4:00 p.m. M-TH</u> <u>2 p.m. – 10 p.m. Friday</u>
Information Technology:	A Shift 7:00 a.m. - 3:00 p.m. 1 hour lunch
Information Technology:	A1 Shift 10:00 a.m. - 6:00 p.m. 1 hour lunch
Information Technology:	B1 Shift 7:30 a.m. - 3:30 p.m. 1 hour lunch

~~Custodians (Library) shall work the shifts identified in July of 1983.~~

- c) A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but does not exceed 35 hours within a pay period and is agreed upon in advance in writing by the member, the department director, and the Union.

4.1: The Town shall have the right to require overtime work consistent with the demands of public service. Compensation or compensatory time will be granted, if the overtime work is requested by the Department Head and authorized by the Mayor. Overtime work shall be distributed equally within job classification, provided the bargaining unit member is qualified to perform the work. "Equally" shall mean a good faith effort to distribute overtime over a 12-month period, reviewed periodically, and balanced within several hours between each employee.

4.2: Employees shall be granted compensation for overtime work in the following manner:

1. One and one-half times their regular rate of pay for any overtime work performed in excess of eight hours in a regular work day or in excess of forty hours in a work week. All pre-scheduled evening meetings of boards or commissions requiring an employee's attendance will be paid at time and one-half for a minimum of two (2) hours. Pre-scheduled shall be defined as seventy-two (72) hours prior to the scheduled meeting.
2. One and one-half times their regular rate of pay for all work performed on Saturday. The overtime rate specified for Saturday and/or Sunday shall not apply to employees who are regularly scheduled to work on Saturday and or Sunday.
3. One and one-half times their regular rate of pay plus holiday pay for all work performed on holidays, as observed in Article V of this contract, provided the holiday is part of their regular work schedule. Employees must work their last scheduled work day prior to the holiday to be eligible for holiday pay.

Employees who may be required to return to duty to perform overtime duties on a regular working day shall be paid not less than four (4) hours at time and one-half rate. Employees who are called in early for their scheduled shift shall be paid for the time actually worked in excess of their scheduled number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate. Compensatory time may not be chosen for hours in excess of 40 in a given week.

4. Overtime work, when required, will be offered first to qualified bargaining unit members within the department, and then to other qualified bargaining unit members.

5. Employees who may be required to return to duty to perform overtime duties on a Sunday or a holiday which is not a scheduled work day, shall be paid not less than four (4) hours at double their normal rate of pay for actual time worked. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at double his/her normal rate of pay for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate. Compensatory time may not be chosen for hours in excess of 40 in a given week.

6. When overtime work is required beyond an employee's regular work day, the Town will make a good faith effort to provide the impacted employee with two (2) hours' notice, if possible.

4.3: Compensatory time shall not accumulate to more than fifteen (15) working days. Compensatory time off will be taken at the mutual convenience of the employee and his department head, as far as practical. In case of a conflict, the department head shall have the final authority to decide when the employee may use compensatory time, subject to the provisions of the Grievance Procedure.

~~**4.4:** A conscientious effort shall be made by the Town to give employees the opportunity to use compensatory time accumulated prior to this Agreement in order to bring their accumulation below fifteen (15) working days.~~

4.4 4.5: Payments for holidays shall be included in a paycheck for the pay period in which the holiday occurs.

ARTICLE V

Holidays

5.0: The following holidays shall be observed as days off with full pay:

New Year's Day	Good Friday	Columbus Day
Martin L. King's Birthday	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

The employee's birthday shall constitute an additional paid holiday. Any employee's birthday falling on a weekend or holiday shall be celebrated within the month in which it occurs. With the prior approval of the Department Head, an employee may select another day within the calendar month on which to observe the birthday.

5.1: Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday will be celebrated on Monday.

5.2: Whenever any of the above cited holidays occurs while an employee is out on sick leave, the employee shall be granted an additional day off at a time mutually agreeable to the department head with no additional charge to sick leave.

5.3: When a holiday occurs during an employee's vacation, such holiday shall not be charged against the employee's earned vacation time.

5.4: Any unanticipated holiday or day of mourning declared by the Mayor, or his designee, and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit. A holiday shall mean a day in which the usual Town business is suspended for the commemoration of some event or person.

ARTICLE VI
Vacations

6.0: Annual vacation leave with pay shall be earned by bargaining unit members on their anniversary in the following manner:

<u>Full Years Of Service</u>	<u>Vacation Days</u>	<u>Monthly Accrual Rate</u>
Less than 5 years	10	0.833
5 to 9 years	15	1.250
10 to 14 years	20	1.666
15 years	21	1.750
16 years	22	1.833
17 years	23	1.917
18 years	24	2.000
19 years and over	25	2.083

Vacation leave shall not be granted to members with less than six (6) months' service; however, upon permanent employment, members shall have the benefit of using vacation accrued from their original date of employment.

6.1: The scheduling of vacation periods, if there is to be a vacation, shall be compiled by the department head not later than May 1st of each year.

6.2: Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the supervisor so as not to conflict with any emergency or peak workloads of the department.

6.3: Whenever there is a conflict in requested dates, preference shall be given to the employee with the most seniority.

6.4: When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.

6.4.a: When an employee has exhausted his/her sick leave, he/she must use any other accumulated time, unless a leave of absence has been requested and granted under the provisions of Article VII.

6.5: When an employee is separated from Town service, he/she shall be paid his/her pro rata accumulated vacation leave to a maximum of ten (10) weeks. In the event of an employee's death, such payment shall be made to his dependent survivor or estate if there is no dependent survivor. Such payment will be made within two (2) weeks of expiration, in a lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments.

6.6: The maximum accumulation of vacation leave permitted will be ten (10) weeks. Earned vacation leave will be credited to the employee's record on his/her anniversary date. No vacation beyond ten (10) weeks will be paid by the Town at retirement or separation. However, only forty (40) days of the fifty (50) days shall be credited to the employee's pension calculation.

ARTICLE VII **Leave Provisions**

7.0 Sick Leave: All employees shall earn paid sick leave at the rate of 1 1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used for the employee's recovery from illness or injury, or to permit the absence of the employee for five days to care for a member of the employee's immediate family. Immediate family, for purposes of this section, is defined as the employee's spouse, dependent child or either parent of the employee who is currently domiciled with the employee. Use of sick leave to care for a family member shall be limited to ~~two~~ **four** occurrences per calendar year.

- a) Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury or illness, except for unpaid leave.
- b) In exceptional cases, the Human Resources Director, with the advice of the department head, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the employee, when possible.
- c) Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.
- d) Employees will be allowed two (2) hours per calendar quarter, if needed, for doctor or dentist appointments which cannot be made outside of work hours. Medical appointments in excess of this will be charged against sick time. Employees are encouraged to schedule such appointments outside of their work hours.
- e) One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) ~~day~~ **hour** segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Personal Days.
- f) It shall be the responsibility of the employee to notify the department head in advance of sick leave usage, if possible. If the absence exceeds five consecutive days, or when an employee's attendance shows frequent or habitual absence because of claimed sickness, the employee will be required to provide the department head with a doctor's certificate on the approved form (Appendix G) or substantially equivalent information testifying to the need for absence. Whenever possible, an employee who has been absent for more than five (5) days must

notify his department head of his intention to return to work along with a written doctor's note.

- g) It shall be the responsibility of each department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit.
- h) For every calendar quarter of perfect attendance, an employee shall earn one Personal Day, up to a maximum of four (4) days. Perfect attendance for the purpose of this Article shall mean no time taken for tardiness, sick leave, unauthorized leave, authorized leave without pay, or disciplinary suspension. If an employee is prevented from earning a Personal Day because of a disciplinary suspension, and that suspension is later rescinded or overturned, the lost Personal Day will be restored. Personal Days shall be used at times mutually agreeable to the employee and the department head.
- i) If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one-hundred (100) days if he/she has a total accrual of 200 days or more as of the retirement date. If such accrual is less than 200 days, the maximum payment will be for fifty percent (50%) of the employee's accrued unused sick leave at the time of retirement. **For this section only, retirement is defined as retiring under a Normal, Early or Disability retirement from the Defined Benefit pension plan or reaching Normal Retirement Age of 65 years old and vested in the Defined Contribution plan.**
- j) If an employee has unused sick leave at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of one hundred (100) days if 200 or more days have been accrued as of the date of death. If such accrual is less than 200 days, the maximum payment will be for ninety (90) sick days.
- k) In the event that an employee becomes sick during his/her vacation, an employee may elect to change the vacation time that he/she is sick to sick leave and reschedule his/her vacation at a time mutually agreeable to the parties, provided that the employee has notified the Town immediately upon becoming sick, or as soon as possible. Medical verification of any sickness incurred while on vacation must be provided on a form provided by the Town before vacation time may be changed to sick time.

7.1 Special Leave with Pay: The following types of leave with pay may be offered:

- a) **Workers' Compensation:** The Town will comply with all applicable state legislation relating to Worker's Compensation. All Town Worker's Compensation policies must be followed.

Whenever an employee is absent because of a Town service-connected disability or illness, such absence will not be charged against his/her accrued sick leave. Employees absent through such service-connected disability and who are eligible for Worker's Compensation payment shall receive salary continuation in an amount which together with weekly Worker's Compensation payments does not exceed his/her base weekly wage. Such salary continuation will apply only in the case of temporary total disability. The duration of salary continuation for work-related disability will be six (6) months or until the employee reaches maximum medical improvement, whichever comes first.

During the period of salary continuation, the Town will provide the employee with his/her regular weekly paycheck. Before and after the period of salary continuation, any Worker's Compensation payments will be made directly to the employee.

In those cases where the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

- b) **Jury Duty:** The Town will comply with State statutes regarding jury duty leave. Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he/she is absent from work for this reason, at his/her regular base hourly rate less any fee or other compensation paid to him/her for performing such jury duty. A second shift employee who reports for jury duty and is excused from jury service prior to 3:00 p.m. on any regularly scheduled work day shall report for work at the beginning of his regularly scheduled shift on such day. He shall not be eligible for pay by the Town unless he so reports to work. These provisions shall not apply in case of jury duty on any day during which the employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence nor shall such provision apply to employees who have volunteered for jury duty.
- c) **Funeral Leave:** ~~Three (3)~~ **Four (4)** days of special leave with full pay, in a period of seven (7) working days following the date of death shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, sister, child, step-child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and any other relative that is domiciled in the employee's household.

- d) **Military Leave:** Employees may be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:
- Military pay and wages paid by the Town together do not exceed employee's regular wages.
 - Such training periods do not exceed two weeks.
- e) **Education Leave:** Employees may be granted leave with pay for participation in education or training courses, provided such courses are related to the employee's position and will enhance his/her value to the Town. A request for Education Leave must be in writing and must have the approval of the department head and the Mayor. Attendance at such education or training courses will not result in overtime payment, unless the attendance is required by the Department Director.

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

- a) Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA.
- b) Events which qualify employees for such unpaid leave are:
- Birth or adoption of a child or placement of a child in the employee's home for foster care.
 - A serious health condition, as defined by FMLA, of the employee or employee's spouse, employee's parent or child.
- c) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to Human Resources so that the Town can determine if FMLA-qualified leave will be granted.
- d) The Town may require medical certification to document the reason for the leave, where provided by law.
- e) The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.

- f) During the period of FMLA-qualified leave, the employee shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave, vacation leave.
- g) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

7.3 Unpaid Leave of Absence: The Human Resources Director, with the advice of the department head, may grant a leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave.

- a) During the period of leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave or vacation leave.
- b) Except as provided for in Article 7.3.d.2 below, an employee shall be reinstated from unpaid leave of absence to any position for which he/she is qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.
- c) Any employee who is on an unpaid leave of absence shall not be paid for any holidays or sick leave during the period of absence. Any vacation time due to an employee at the time the unpaid leave of absence commences may be paid at that time. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis of reducing health insurance benefits.
- d) The Town will comply with the terms of the Uniformed Services Employment and Reemployment Rights Act.
 - 1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
 - 2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.
 - 3. The Town will give credit to the employee for time spent in military service for retirement purposes.

4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.

ARTICLE VIII
Wages and Benefits

8.0: The position classification and compensation plan shall be negotiated and made a part of this Agreement and attached hereto as Appendix "B," Appendix "C."

8.1: Whenever an employee is required to work in a higher classification for a period of fifteen (15) consecutive working days or more, he/she shall be paid at the lowest step in the higher classification that will produce an increase.

8.2: Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase of not less than five percent (5%).

8.3: Whenever an employee is permanently moved from a class or position in one grade to a class having a lower maximum, they shall be paid at the step in the lower range that is the same as received in the former.

8.4: Employees shall receive longevity payments in a lump sum which shall be computed on their anniversary date in recognition of their length of service on the following basis and paid annually in September, or date first due, if it should be after September.

- a) Pro rata longevity payments shall be granted to an employee in the event he terminates his services provided such termination is not the result of a dismissal.

<u>Years of Service</u>	<u>Minimum Amount</u>
6 to 8	\$230.00
9 to 13	\$260.00
14 to 19	\$290.00
20 or more	\$330.00

8.5: Employees required using a privately-owned automobile for the conduct of Town business shall be reimbursed, once a month, for all mileage driven at the published I.R.S. rate. Employees must adhere to the Town of East Hartford's motor vehicle use policy.

8.6: No employee will be paid more than the maximum salary, nor less than the minimum salary listed for his/her position grade.

8.7: In order to be considered for a change in pay grade, an employee must show that he/she is: (a) performing duties in a competent manner that are significantly different from the duties of his/her current classification; and (b) the change in his/her duties are so substantial that the position in question is of a different classification than his/her current classification.

In all cases, the burden of proof shall be on the employee.

When and if an employee considers his/her duties meet the criteria set forth under (a) and (b) above, a request for a change in pay grade shall be submitted to the Human Resources Director.

The Human Resources Director shall review the request and shall either deny the request or approve the request. If the Human Resources Director approves the request, such approval shall be submitted to the Mayor for consideration.

If the Mayor agrees with the decision of the Human Resources Director, the request shall be submitted to the Town Council for consideration. If the Town Council approves the request, the Town Council shall determine the grade and start date for the change in grade.

In the event that the Human Resources Director denies the request, the decision of the Human Resources Director shall be final and binding and not subject to review by the Mayor, the Town Council or the grievance procedure (as set forth under Article XIII of the collective bargaining agreement).

In the event that either the Mayor or Town Council denies the request, such decision shall be final and binding and not subject to either review or the grievance procedure (as set forth under Article XIII of the collective bargaining agreement).

~~**8.8:**—The take home car for HVAC Maintainer shall be eliminated 12/31/2018.~~

8.8 Effective July 1, 2022 and annually thereafter, a budget of \$25,000 shall be established from which the Town shall contribute toward pre-approved tuition costs to bargaining unit members.

Any bargaining unit employee taking college courses or certificate programs which directly relate to the employee's current position may be eligible to be reimbursed for fifty percent (50%) of the cost of the course. Enrollment is limited to a community or State of CT educational institution.

To apply for this reimbursement, the course must first be pre-approved by the Department Head and then by the Human Resources Director. The employee must submit proof of course completion with a grade "B" or better and tuition payment, up to a maximum of two (2) classes per semester.

Employees should submit proof of payment and final grade to the Human Resources Director. Reimbursements will be issued until the \$25,000 budget is exhausted. In the event there are not enough funds to cover all eligible bargaining unit members who were pre-

approved for tuition reimbursement, then funds will be distributed on a first-come, first-served basis, determined by the date the “Tuition Reimbursement” form was submitted to the Human Resources Director.

ARTICLE IX
Insurance and Pension

9.0: The Town shall provide and pay for the following insurance benefits for all active bargaining unit members and their enrolled dependents:

- a) Preferred Provider (PPO) Plan with Managed Care provisions, Full Service Prescription Drug coverage, and Vision Care Endorsement, as described in Appendix D.
 - b) The Triple Option Dental Plan, as described in Appendix E.
 - c) The Town shall provide and pay for a Forty Thousand (\$40,000) dollar life insurance policy for each bargaining unit member, with Accidental Death and Dismemberment coverage in the principal sum and including Eighty Thousand (\$80,000) dollar coverage in the event of accidental death.
 - d) All members of the bargaining unit who elect coverage under the PPO (9.0 a) above, shall be required to contribute twenty-four percent (24%) of the cost of their insurance coverage through weekly payroll deductions.
 - e) Bargaining unit members may select, in lieu of the plan described in Appendix D, coverage under the HDHP (including prescription coverage and the vision rider) as described in Appendix H.
- ~~1. The Town will make contributions toward the annual plan deductible into the member’s Health Savings Account (HSA) in a single lump sum during the first week of each plan year as follows:~~
- ~~a. Effective July 1, 2017, the Town shall contribute 50%.~~
 - ~~b. Effective July 1, 2018, the Town shall contribute 25% except that the Town shall contribute 50% for bargaining unit members transferring from the PPO plan to the HDHP for plan year 2018-2019.~~
 - ~~c. Effective July 1, 2019, the Town shall contribute 20%.~~
 - ~~d. Effective July 1, 2020, the Town will no longer contribute any portion of the annual plan deductible.~~

2. 1. Members may contribute to the HSA on a pre-tax basis.
3. Members shall contribute to the cost of their insurance coverage through weekly payroll deductions as follows:
 - a. Effective July 1, 2017, upon ratification of this Agreement, bargaining unit members shall contribute ~~fourteen percent (14%)~~. **eleven percent (11%)**.
 - b. Effective July 1, 2018 **2022**, bargaining unit members shall contribute ~~eleven percent (11%)~~ **twelve percent (12%)**.
 - c. Effective July 1, 2019 **2023**, bargaining unit members shall contribute ~~ten percent (10%)~~ **twelve percent (12%)**.
 - d. Effective July 1, 2020 **2024**, bargaining unit members shall contribute ~~ten percent (10%)~~ **thirteen percent (13%)**.
4. Members that complete an annual, voluntary health screening program (the “Wellness Incentive”) will receive a deposit to their HSA from the Town. In order to complete the health screening program members must (a) have their physician complete the *Preventative Health Attestation Form* utilized by the Town certifying that they have had medical screenings appropriate for their age; (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment including biometrical results. Members are required to submit proof of completion of the screening program to the Town.
 - a. ~~Effective July 1, 2017, the Town will deposit \$500 to a member’s HSA for completion of the requirements of the voluntary health screening program.~~
 - b. ~~Effective July 1, 2018, the Town will deposit \$250 to a member’s HSA for completion of the requirements of the voluntary health screening program, except that members transferring from the PPO to the HDHP for plan year 2018-2019 will instead receive a \$500 deposit to their HSA for completion of the voluntary health screening program.~~
 - c. ~~Effective July 1, 2019, the Town will deposit \$250 to a member’s HSA for completion of the requirements of the voluntary health screening program.~~
 - a. Effective July 1, 2020, the Town will deposit \$250 to a member’s HSA for completion of the requirements of the voluntary health screening program.
 - b. **Effective July 1, 2023, the Town will deposit \$600 to a member’s HSA for completion of the requirements of the voluntary health screening program.**

5. Effective July 1, 2018, the Town will participate in Anthem's *ConditionCare Rewards* and *PreventiveRX* programs, subject to availability and plan rules.
- f) The premium cost sharing described above will be on a pre-tax basis in accordance with Section 125 of the Internal Revenue Service Code.
- g) The Town of East Hartford will implement a "Health Benefit Opt-Out Incentive Program". This plan will offer members a financial incentive to drop ~~Town-sponsored~~ **Town or East Hartford Public Schools** health insurance (excluding dental insurance) if they have or can get health benefits through another plan. No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.
1. The payments to be made to members who drop their Town-sponsored health insurance plan, excluding dental, will be as follows:

Coverage Type	Payment Amount
Individual	\$1,000
Individual plus one dependent	\$1,500
Individual plus two or more dependents	\$2,000

2. One-quarter of the above amounts will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if a member's plan is canceled partway through a quarter.
3. Members wishing to take advantage of this option will fill out the change form provided by their plan and the *Health Benefit Opt-Out Form*, attached as Appendix F and will provide written evidence of health insurance coverage by another plan.
4. Current members who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New members who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new members if they begin employment partway through a quarter.
6. Members who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Preferred Provider (PPO) Plan at the first of each month. Enrollment in the HDHP can

be done only at Open Enrollment in May of each year or during a Special Enrollment as determined by the Town.

9.1: The Town reserves the option to change insurance carriers from time to time, through competitive bidding, for all insurance benefits; however, any insurance benefits being provided shall not be affected by the change in carriers, and shall be the equivalent or better than the then existing referenced coverages.

9.2: "Retired employee" shall mean a former member who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan. "Vested benefit recipient" shall mean any former member who terminated service after meeting the requirements for vesting under the pension plan.

For employees who retire as defined in Section 9.2 above within sixty (60) calendar days of the date of the Award in Case No. 2011-MBA-424, the Town shall provide and pay for the insurance benefits listed in Section 9.0 a. and b. upon retirement.

- a. For retired employees age 65 and over, who retired as defined in Section 9.2 above, within sixty (60) calendar days of the date of the award in Case No. 2011-MBA-424, and who are eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- b. The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. for the spouse of a retired employee who retired as defined in Section 9.2 above, within sixty (60) calendar days of the date of the award in Case No. 2011-MBA-424, under the following circumstances:
 - i. The retired employee must attain age 60 before his spouse will be eligible for this coverage.
 - ii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
 - iii. The term spouse shall mean the retired employee's spouse who shall have been married and living with the employee as his wife at the time of his retirement. When the retired employee dies, all coverages to his spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from her pension check.
 - iv. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check commencing with his 60th birthday, all coverage to the spouse shall cease and not be reinstated.

- v. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for the Parts A and B Supplemental coverage.

9.3: Members who retire as defined in Section 9.2 above, later than sixty (60) calendar days after the date of the Award in Case No. 2011-MBA-424, shall be subject to the following:

- a. Members who retire at age 55 years of age or younger will pay 50% of the cost of employee-only insurance coverage until the employee reaches age 65;
- b. Members who retire at 56-59 years of age will pay 25% of the cost of employee-only insurance coverage until the employee reaches age 65;
- c. Members who retire at age 60-64 years of age will pay 0% of the cost of employee-only insurance coverage until the employee reaches age 65;
- d. The Town will cease providing and paying for any and all health insurance coverage when the retired member reaches age 65.

9.4 For members who retire as defined in Section 9.2 above, later than sixty (60) calendar days after the date of the award in Case No. 2011-MBA-424, the Town shall provide the insurance benefits described in 9.0 a. and b. for the retired member's spouse, under the following circumstances:

- a. If the retired member remarries, the new spouse will not be eligible for this coverage.
- b. Payment of the cost of spousal insurance coverage shall be subject to the following:
 - i. Members who retire at 55 years of age or younger will pay 100% of the cost of spousal insurance coverage until the spouse reaches age 65;
 - ii. Members who retire at 56 through 59 years of age will pay 75% of the cost of spousal insurance coverage until the spouse reaches age 65;
 - iii. Members who retire at 60 through 64 years of age will pay 50% of the cost of spousal insurance coverage until the spouse reaches age 65;
- c. This premium shall be deducted from the retired member's monthly pension check. If such deduction is not made continuously from his pension check all coverage to the spouse shall cease and not be reinstated.
- d. The Town shall cease providing and paying for any and all health insurance coverage when the retired member's spouse reaches age 65. If the retired member dies before his spouse reaches age 65, all coverage to his spouse shall

cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from her pension check.

9.5 Any other provisions of this Agreement notwithstanding, bargaining unit members who are eligible to retire on or before January 31, 2013, in accordance with the terms of a Town retirement plan, regardless of their actual date of retirement, shall remain eligible to receive the employee-only and spousal retiree health insurance coverage under the terms set forth in Section 9.2 and 9.3, above.

9.6 Disability Insurance – Members shall have the option to purchase disability insurance (i.e. AFLAC) through payroll deduction.

9.7 Each retiree will be provided with a Five Thousand Dollar (\$5,000) life insurance policy.

9.8 The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

ARTICLE X **Safety and Health**

10.0: A Safety Committee consisting of two members representing the Union and two members representing the Town shall be appointed and said committee shall meet with the Town to review and recommend safety and health conditions.

10.1: An employee may be away from his/her work station a maximum of thirty (30) minutes during the work day for breaks.

10.2: The Town shall provide each employee with a proper identification card which will include photo and other data for identification purposes where there is a demonstrated need.

10.3: Upon receiving the original sales receipt, the Town shall reimburse members for the purchase of hardened toe safety shoes (i.e. steel or plastic). The Town shall not be obligated to reimburse any member more than one time in a 12 month period. If such safety shoes exceed the price of \$125 dollars, the member shall pay the remainder of the cost. The following positions are entitled to have safety shoes: Custodian, Building Maintainer, HVAC Maintainer, and the following Assistant Building Officials: Building Inspector, Electrical Inspector, and Plumbing and Heating Inspector. Members shall be required to wear such shoes at all times while on duty. Any waivers to this requirement must be approved in writing by a doctor or Director of the Department.

10.4: For bargaining unit members working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole (per OSHA 19.10.136(a)), the Town will provide reimbursement for one (1) pair of safety shoes (at least ankle high and steel-toed) per year in an amount not to exceed \$125 annually. The Town shall not be obligated to reimburse any member more than one time in a 12 month period. As a condition of employment, members receiving this benefit will wear the safety shoes while performing field work in areas where there is a foot hazard (e.g. at construction sites and adjacent to construction equipment). A member

who provides medical documentation that he/she is unable to wear safety shoes, shall be provided a suitable pair of work shoes by the Town not to exceed the cost stated above. If a medical problem arises, then an acceptable alternative will be required at the member's expense if their work shoe allowance has been used for the year.

10.5: Uniforms shall also be provided to the Custodian, Building Maintainer, and HVAC Maintainer, if such employees request on or before July 1 of each year they be issued such uniforms. Employees who are provided uniforms shall wear such uniforms at all times while on duty.

ARTICLE XI
Savings Clause

11.0: If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of the adopted provisions contained herein, separately and apart from the other.

ARTICLE XII
Management Rights

12.0: Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: Determine the standards of selection for employment; direct its employees; take disciplinary action; issue rules and regulations; maintain the efficiency of governmental operations, determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, but the manner of exercises of such fights may be subject to the grievance procedure described in this Agreement.

ARTICLE XIII
Grievance Procedure

13.0: Grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party.

Step 1: Between the Union Steward, the aggrieved party, and the immediate Supervisor. The immediate Supervisor shall hear the grievance at once, and notify the Union Steward of his decision within five (5) working days from the day the grievance was presented.

A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the Supervisor and is not satisfactorily settled, it must be reduced to writing and there must be set forth in the spaces provided, all of the following:

- A. A statement of the grievance and the facts involved.
- B. The remedy requested.
- C. The violation, if any, of the Agreement which is claimed.

Step 2: If the grievance is not settled in Step 1 within the required time, the aggrieved party, his Steward, and one member of the Executive Committee may take the grievance up with the Director of the department involved. Such appeal action from the first step of this procedure must take place within fifteen (15) working days of the date on which the first step disposition was rendered. The Director of the department involved will confer with the aggrieved party and his representatives within five (5) working days of receipt of the appeal action. The Director of the department and the Union may include in the conference any other individual concerned and the Director of the department involved shall give his deposition, in writing, no later than five (5) working days after such conference.

Step 3: If the decision of the Director of the department involved in Step 2 is not satisfactory, the Union may appeal within ten (10) working days of such decision to the Human Resources Director. The aggrieved party may be represented at this step of the grievance procedure by the Steward, one member of the Executive Committee and one other individual of the Union's own choosing. The Human Resources Director and the Union may include in the conference any individuals concerned and the Human Resources Director will give an answer in writing to the appealing employee within five (5) working days. Such written disposition will be rendered on the form provided. Employees appealing decisions regarding promotion, demotion, suspension, or discharge may submit such grievances directly to this step of the grievance procedure without the necessity of complying with procedures set forth in Steps 1 and 2.

Step 4: If the grievance is not satisfactorily settled at Step 3, either party may submit the dispute, within thirty (30) days of receiving such disposition, to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrators will be final and binding on both parties.

13.1: Officers and/or Stewards, not to exceed three (3) members of the Union, as shall be designated by the Union for the purpose of conducting contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Officers and/or Stewards, not to exceed two (2) members of the Union, may be designated by the Union for the purpose of adjusting grievances and shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

13.2: The Union shall furnish the Town with a list of its Officers, Executive Committee members and Stewards, and shall, as soon as possible, notify the Town, in writing, of any change therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No Officer, Executive Committee member or Steward shall be recognized by the Town until such written notification of his appointment is received by the Town from a duly authorized officer of the Union.

13.3: In addition to those persons specified, the Union or the Town may, at Step 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall so advise the other a reasonable period in advance of such hearing. Employee grievances must be filed no later than ten (10) working days following the date of the incident giving rise to the alleged grievance; however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

ARTICLE XIV **Union Leave**

14.0: Two (2) members of the Union may attend the State CSEA convention or other Union event each year without loss of pay. Each employee shall be granted up to a maximum of three (3) days of such leave. The total number of days granted to the bargaining unit shall not exceed six (6) days in any year. Employees using such leave shall notify their supervisor at least five (5) days in advance of taking the leave.

14.1: One (1) day of paid Union business leave shall be provided to ~~two (2)~~ **three (3)** bargaining unit members in even numbered calendar years for the purpose of attending the Union's biennial convention.

ARTICLE XV
Right to Review

15.0: All employees shall have the right to review their personnel file upon reasonable request to the Human Resources Director and at such time that the request will not interfere with the orderly operation of the Human Resources Department. The Human Resources Director shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege.

ARTICLE XVI
Non-Discrimination

16.0: The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or Union membership.

ARTICLE XVII
Duration

17.0: This Agreement shall remain in full force and effect until the 30th day of June, ~~2021~~ **2025** except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement by giving to the other party not less than one hundred twenty (120) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this

_____ day of November, ~~2018~~ **2021**

TOWN OF EAST HARTFORD

CSEA, LOCAL #2001, SEIU

Michael P. Walsh
Mayor

Julius C. Preston
Staff Representative, CSEA/SEIU Local #2001

Theresa Buchanan
Director of Human Resources

John Otto
President, CSEA/SEIU Local #2001

Floyd Dugas
For the Town

Jennifer King
Vice President, CSEA/SEIU, Local #2001

Sandra L. Franklin
For the Town

Sara Ross
Union Negotiating Committee

APPENDIX A

EAST HARTFORD CSEA, Local 2001, SEIU

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Please Print) Last Name First Middle

BY: _____
Name of Employer

Effective _____ I hereby request and authorize you deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of CSEA, Local 2001, SEIU.

The authorization shall remain in effect in accordance with the working Agreement or upon termination of my employment.

Employee's Signature

Street Address

City and State

APPENDIX B
Wages

Effective and retroactive to July 1, ~~2017~~ **2021** the salaries in effect on June 30, ~~2017~~ **2021** under each grade and for each step will be increased by two percent (2%).

Effective July 1, ~~2018~~ **2022**, the salaries in effect on June 30, ~~2018~~ **2022** under each grade and step will be increased by two percent (2%).

Effective July 1, ~~2019~~ **2023**, the salaries in effect on June 30, ~~2019~~ **2023**, under each grade and step will be increased by ~~one percent (1%)~~. **two percent (2%)**.

Effective July 1, ~~2020~~ **2024**, the salaries in effect on June 30, ~~2020~~ **2024**, under each grade and step will be increased by ~~one percent (1%)~~. **two percent (2%)**.

Employees shall move up one step each year until they reach maximum step in their classification.

APPENDIX C
Salary Schedule July 2021 – June 2025

Grade	Classification/Job Title	Increase	Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5
1	Custodian	2.00%	2021-2022	\$32,883	\$34,524	\$36,251	\$38,063	\$39,968
		2.00%	2022-2023	\$33,540	\$35,214	\$36,976	\$38,825	\$40,767
		2.00%	2023-2024	\$34,211	\$35,919	\$37,715	\$39,601	\$41,582
		2.00%	2024-2025	\$34,895	\$36,637	\$38,470	\$40,393	\$42,414
3	Accounts Clerk	2.00%	2021-2022	\$37,050	\$38,906	\$40,847	\$42,890	\$45,034
	Administrative Clerk II	2.00%	2022-2023	\$37,791	\$39,684	\$41,664	\$43,748	\$45,935
	Assessment Clerk II	2.00%	2023-2024	\$38,547	\$40,478	\$42,497	\$44,623	\$46,853
		2.00%	2024-2025	\$39,318	\$41,287	\$43,347	\$45,515	\$47,790
4	Police Records Clerk I	2.00%	2021-2022	\$39,384	\$41,350	\$43,417	\$45,590	\$47,868
	Accounts Clerk II	2.00%	2022-2023	\$40,172	\$42,177	\$44,286	\$46,502	\$48,825
	Admin.Clerk III	2.00%	2023-2024	\$40,975	\$43,020	\$45,171	\$47,432	\$49,801
	Admin.Clerk III - Landfill	2.00%	2024-2025	\$41,795	\$43,881	\$46,075	\$48,380	\$50,797
	Administrative Secretary II							
	Assessment Clerk III							
	Records Clerk							
5	Accounts Clerk III	2.00%	2021-2022	\$41,904	\$43,999	\$46,200	\$48,511	\$50,935
	Admin. Secretary II - Parks	2.00%	2022-2023	\$42,742	\$44,879	\$47,124	\$49,481	\$51,953
	Building Maintainer	2.00%	2023-2024	\$43,597	\$45,776	\$48,066	\$50,471	\$52,992
	Food Bank Coordinator	2.00%	2024-2025	\$44,468	\$46,692	\$49,028	\$51,480	\$54,052
6	Accounts Clerk III (PD)	2.00%	2021-2022	\$44,626	\$46,861	\$49,203	\$51,662	\$54,245
	Administrative Secretary III	2.00%	2022-2023	\$45,519	\$47,798	\$50,187	\$52,695	\$55,330
	Assessors Assistant	2.00%	2023-2024	\$46,429	\$48,754	\$51,191	\$53,749	\$56,436
	Office Interdepartmental	2.00%	2024-2025	\$47,357	\$49,729	\$52,214	\$54,824	\$57,565
	Police Records Clerk II							
	Admin. Sec. III (PD/Floater)							
7	Administrative Aide	2.00%	2021-2022	\$47,573	\$49,955	\$52,447	\$55,071	\$57,827
	Caseworker I	2.00%	2022-2023	\$48,524	\$50,954	\$53,496	\$56,172	\$58,983

		2.00%	2023-2024	\$49,495	\$51,973	\$54,566	\$57,296	\$60,163
		2.00%	2024-2025	\$50,485	\$53,012	\$55,658	\$58,442	\$61,366
8	Delinquent Tax Collector	2.00%	2021-2022	\$50,763	\$53,297	\$55,961	\$58,760	\$61,701
	Engineering Tech III	2.00%	2022-2023	\$51,779	\$54,363	\$57,081	\$59,935	\$62,935
	Assistant Town Clerk	2.00%	2023-2024	\$52,814	\$55,450	\$58,222	\$61,134	\$64,194
	Administrative Operations Coordinator	2.00%	2024-2025	\$53,870	\$56,559	\$59,387	\$62,357	\$65,477
	Accounting Assistant							
9	Asst. Grants Administrator	2.00%	2021-2022	\$54,213	\$56,924	\$58,594	\$62,757	\$65,896
	Assessment Systems Coordinator	2.00%	2022-2023	\$55,297	\$58,063	\$59,766	\$64,012	\$67,214
	Caseworker II	2.00%	2023-2024	\$56,403	\$59,224	\$60,961	\$65,292	\$68,558
	Housing Specialist	2.00%	2024-2025	\$57,531	\$60,408	\$62,180	\$66,598	\$69,929
	Facilities Maintenance Specialist							
	Property Maint. Inspector							
	Real & Personal Prop Asst.							
10	Asst. Zoning Enforcement Official	2.00%	2021-2022	\$57,950	\$60,852	\$63,891	\$67,084	\$70,440
	Counseling Coordinator	2.00%	2022-2023	\$59,109	\$62,069	\$65,169	\$68,426	\$71,849
	Economic Dev. Specialist	2.00%	2023-2024	\$60,291	\$63,311	\$66,472	\$69,795	\$73,286
	Engineering Tech IV	2.00%	2024-2025	\$61,497	\$64,577	\$67,801	\$71,190	\$74,752
	Housing Planning Analyst							
	Information Systems Specialist							
	Payroll Coordinator							
	Program Supervisor, Senior Center							
	Supervisor Rec/Aquatics							
	Youth Services Program Coordinator							
	Assistant Building Official I							
	Deputy Town Clerk							
	Town Council Clerk							

11	Asst. Bldg. Official Electrical	2.00%	2021-2022	\$62,012	\$65,111	\$68,364	\$71,784	\$75,370
	Asst. Bldg. Official General	2.00%	2022-2023	\$63,252	\$66,413	\$69,732	\$73,219	\$76,877
	Asst. Bldg. Official P & H	2.00%	2023-2024	\$64,517	\$67,741	\$71,126	\$74,684	\$78,415
	Public Health Sanitarian	2.00%	2024-2025	\$65,808	\$69,096	\$72,549	\$76,177	\$79,983
	Senior Secretary to the Mayor							
	Research Analyst							
	Asst. Collector of Revenue							
12	Operations Engineer	2.00%	2021-2022	\$66,408	\$69,732	\$73,220	\$76,879	\$80,724
	Supervisor Property Maintenance Inspector	2.00%	2022-2023	\$67,736	\$71,127	\$74,684	\$78,417	\$82,338
		2.00%	2023-2024	\$69,091	\$72,549	\$76,178	\$79,985	\$83,985
		2.00%	2024-2025	\$70,473	\$74,000	\$77,701	\$81,585	\$85,665
13	Assistant Town Engineer	2.00%	2021-2022	\$71,193	\$74,751	\$78,493	\$82,412	\$86,538
	Civil Engineer	2.00%	2022-2023	\$72,617	\$76,246	\$80,063	\$84,060	\$88,269
	Purchasing Agent	2.00%	2023-2024	\$74,069	\$77,771	\$81,664	\$85,741	\$90,034
	Programmer Systems Analyst	2.00%	2024-2025	\$75,551	\$79,326	\$83,297	\$87,456	\$91,835
	GIS Analyst							
	Project Manager							
14	Building Division Supervisor	2.00%	2021-2022	\$76,388	\$80,213	\$84,224	\$88,429	\$92,855
	Deputy Assessor	2.00%	2022-2023	\$77,916	\$81,817	\$85,909	\$90,197	\$94,712
	Network Systems Administrator	2.00%	2023-2024	\$79,474	\$83,453	\$87,627	\$92,001	\$96,606
		2.00%	2024-2025	\$81,063	\$85,122	\$89,380	\$93,841	\$98,538
15	Town Planner	2.00%	2021-2022	\$82,048	\$86,147	\$90,452	\$94,975	\$99,722
	Risk Manager	2.00%	2022-2023	\$83,689	\$87,870	\$92,261	\$96,875	\$101,717
		2.00%	2023-2024	\$85,363	\$89,628	\$94,106	\$98,812	\$103,751
		2.00%	2024-2025	\$87,070	\$91,420	\$95,988	\$100,789	\$105,826

Appendix D
CSEA #2001 PPO Medical Plan

Benefits	P.P.O. Plan with Managed Benefits
Costshares	In-Network
	In-Network services subject to co-pays <ul style="list-style-type: none"> • \$5 Office Co-pay • \$25 Emergency Room Co-pay • \$0 Outpatient Surgical Co-pay • \$0 Per Hospital Admission Co-pay • Lifetime Maximum-Unlimited
	Out-of-Network
	<ul style="list-style-type: none"> • Deductible - \$200/\$400/\$500 • Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000 • Out-of-Pocket Maximum \$1,000/\$2,000/\$2,500 • Lifetime Maximum Out-of-Network - Unlimited
Preventive Care	
Pediatric	No Co-pay
Adult	No Co-pay
Vision	No Co-pay covered once every year
Hearing	No Co-pay covered once every year
Gynecological	No Co-pay, one routine examination every year
Medical Services	
Medical Office Visit	\$5 Co-pay
Outpatient PT/OT/Chiro/ Speech Therapy	Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)
Allergy Services	\$5 Co-pay for visits and tests (<i>Treatment Plan Required</i>) No Co-pay on injections
Diagnostic Lab & X-ray	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	\$5 Co-pay per visit

Emergency Care	
Emergency Room	\$25 Co-pay (Waived if Admitted)
Urgent Care	\$25 Co-pay
Ambulance	No Cost-Share
Inpatient Hospital	Note: All hospital admissions require pre-cert.
General/Medical/Surgical/ Maternity (Semi-Private)	Covered
Ancillary Services (Medical Supplies)	Covered
Psychiatric, Substance Abuse/Detox	Covered
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year
Hospice	Covered up to 60 days
Outpatient Hospital	
Outpatient Surgery	Covered
Facility Charges	Covered
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 Visits per calendar year
Prescription Drugs	\$3/\$6/\$0 Managed Pharmacy Card Plan, \$2,000 annual maximum, additional coverage out-of-network

This is a summary of benefits and is by its nature limited in detail and scope. Refer to the plan document for full details of coverage.

APPENDIX D (continued)
Vision Rider

~~A complete eye examination with or without refraction and prescription of lenses if needed~~

With dilation of pupils (cycloplegia) and post-cycloplegic visit, if required	No Cost Share, up to maximum allowed amount
Without cycloplegia	No Cost Share, up to the maximum allowed amount
Maximum: per covered person, per calendar year	One eye exam

~~Prescribed Lenses and Frames — Maximum allowable amount for participating providers~~

Frames for prescription lenses	\$28.00
Prescription lenses:	
— Single vision	\$33.50
— Bifocal	\$52.00
— Trifocal	\$84.00
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	\$225.00
Contact lenses when used for any other reason, equivalent to amount payable for single vision lenses	\$33.50

<u>BENEFIT PERIOD</u>	<u>Calendar Year</u>
<u>DEPENDENT AGE LIMIT</u>	<u>To the end of the month after which the child attains 26.</u>

<u>COVERED SERVICES</u>	<u>COPAYMENTS/MAXIMUMS</u>	
	<u>Network Providers</u>	<u>Non-Network Providers</u>
<u>Prescription Lenses</u>		
<u>Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under</u>		

<u>19 years old)</u>		
<u>Basic Lenses (Pair)</u>		
<u>Single Vision lenses</u>	<u>\$25 Copayment</u>	<u>Reimbursed up to \$36</u>
<u>Bifocal lenses</u>	<u>\$25 Copayment</u>	<u>Reimbursed up to \$54</u>
<u>Trifocal lenses</u>	<u>\$25 Copayment</u>	<u>Reimbursed up to \$69</u>
<u>(Limited to one set of lenses per Calendar Year.)</u>		
<u>Frame</u>		
<u>(Limited to one frame per Calendar Year)</u>	<u>\$130 allowance, then 25% off remaining balance</u>	<u>Reimbursed up to \$64</u>
<u>Prescription Contact Lenses (traditional or disposable)</u>		
<u>Non-Elective Contact Lenses (Availability once every Calendar Year)</u>	<u>Covered in full</u>	<u>Reimbursed up to \$210</u>
<u>Elective Contact Lenses (in lieu of eyeglass lenses allowances) (Availability once every Calendar Year)</u>	<u>\$130 allowance</u>	<u>Reimbursed up to \$105</u>
<u>Note: If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.</u>		

Appendix E
Triple Option Dental Plan

BENEFIT DESCRIPTION	PPO IN NETWORK NO DEDUCTIBLE	PPO <u>FLEX PREMIER</u> DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK \$200 DEDUCTIBLE
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
PREVENTIVE SERVICES			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (Included with Oral Evaluation)	100%	100%	80%
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50%
Space Maintainers	100%	100%	50%
DIAGNOSTIC SERVICES			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (Included with Oral Evaluation)	100%	100%	70%
RESTORATIVE SERVICES			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
ENDODONTICS			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
ORAL SURGERY			
Simple Extractions	100%	100%	50%
Surgical Extractions and Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
GENERAL SERVICES			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
PERIODONTICS			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered

Management of Acute Infection and oral lesions	50%	50%	Not Covered
PROSTHODONTICS			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Inlays, onlays and crowns not part of bridge	100%	50%	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia			
\$1,000 Lifetime maximum	50%	50%	Not Covered
Dependents covered to age 19			

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

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

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

~~11 May 01~~

November 2021

APPENDIX F
HEALTH BENEFIT OPT-OUT FORM

Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

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

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _____ (name of company offering program).

The name of the plan providing my insurance coverage (name of health insurance carrier) is _____.

This plan covers: my spouse, my family, and myself (***check all that apply***).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$1,000 for individual employee coverage, \$1,500 for employee plus one dependent coverage, or \$2,000 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Witness _____ Date _____

APPENDIX G
Medical Certificate Form

A medical certificate submitted in accordance with Article VII, Section 7.0 f) shall be on the following form or shall contain substantially equivalent information

NAME OF DOCTOR _____
ADDRESS: _____
TEL. NO. _____

TO: Director of Human Resources
740 Main Street
East Hartford, CT 06108

FROM: _____
DATE: _____

As a physician duly licensed by the State of _____, I hereby certify that _____ who was seen by me on _____ was unable to work during the continuous period from _____ to _____.

CHOICE ONE

He/she was under my care on or after _____.

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

CHOICE TWO

He/she was under my care on or after _____.

I also certify that said employee can return to duty with the following restrictions:

_____.

Signature of Physician

Date

APPENDIX H
HIGH DEDUCTIBLE HEALTH PLAN SUMMARY

This schedule is intended to generally describe the benefits available for Covered Services under the Summary Booklet. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet. This schedule is subject to all the terms, conditions, and limitations set forth in the Summary Booklet. The Summary Booklet prevails if there is any discrepancy between this schedule and the terms, conditions, and limitations set forth in the Summary Booklet.

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible	\$1,500 single* \$3,000 family** <u>Effective July 1, 2023 - \$2,000 single/\$4,000 family</u>	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit *Applies to Prescription Drug Copayments	\$1,500 single*** \$3,000 family**** <u>\$4,000 single***</u> <u>\$8,000 family****</u>	\$4,000 single*** \$8,000 family****
Lifetime Maximum	Unlimited	Unlimited
<p>*Single Deductible – The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.</p> <p>**Family Deductible – The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Covered Person or all members of the family collectively.</p> <p>***Single Out-of-Pocket Limit – Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Covered Person for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>****Family Out-of-Pocket Limit – Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.</p>		
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive Screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening (See Preventive Svs in Covered	No Cost-Share	Deductible & Coinsurance

Services section for add'l info)		
COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient Surgery (including colonoscopy) Note: See Other Medical Services section also, for Outpatient Surgery rendered in an ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-Ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy; Radiation therapy; Chemotherapy for the treatment of cancer; Electroshock therapy; Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance
Non-Surgical Services of a Physician or Surgeon (other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care & Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Outpatient Surgery In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy) Note: See the Hospital Svs section for Outpatient Surgery	Deductible	Deductible & Coinsurance
	Deductible	Deductible & Coinsurance

rendered in a Hospital setting		
COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Skilled Nursing Facility Up to 120 days per calendar year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
<p>Prescription Drugs:</p> <p>Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p>Specialty Pharmacy: The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Mail Order Prescription Drug Program The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs & supplies</p>	<p>Deductible and then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p>Deductible & Coinsurance per prescription</p> <p>Deductible & Coinsurance per prescription</p> <p>Deductible & Coinsurance per prescription</p> <p>Deductible & Coinsurance per prescription</p>
Human Organ and Tissue Transplant Services Unlimited maximum	Deductible	Deductible & Coinsurance
<p>Home Health Care (including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p>	Deductible	Deductible & Coinsurance
In the Home Hospice Medical Social Services under the direction of a	Deductible	Deductible & Coinsurance

physician up to \$420		
COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period. Diabetic equipment, and supplies	Deductible	Deductible & 50% Coinsurance
Ostomy Related Services	Deductible	Deductible & 50% Coinsurance
Hospice Care (inpatient)	Deductible	Deductible & Coinsurance
Wig up to \$500 maximum per Member per Calendar Year	Deductible	Deductible & Coinsurance
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services Please see Maternity /Family Planning Section Office Visit Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply	Deductible Same as Hospital Outpatient Cost-Share Same as Hospital Inpatient Cost-Share Deductible	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

APPENDIX H
Vision Rider

This schedule is only a brief summary of the amount of benefits you will be paid when you receive Covered Services from a provider. Please refer to the Covered Services Section of the Summary Plan Description for a more complete explanation of the specific vision services covered by the Plan. All Covered Services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate of Coverage and Summary Plan Description including any attachments or riders. The Certificate of Coverage and Summary Plan Description prevail if there is any discrepancy between this schedule and the terms, conditions, exclusions, limitations, terms and provisions set forth in the Certificate of Coverage or Summary Plan Description.

BENEFIT PERIOD	Calendar Year
DEPENDENT AGE LIMIT	To the end of the month after which the child attains 26.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Non-Network Providers
Prescription Lenses		
Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
Basic Lenses (Pair)		
Single Vision lenses	\$25 Copayment	Reimbursed up to \$36
Bifocal lenses	\$25 Copayment	Reimbursed up to \$54
Trifocal lenses	\$25 Copayment	Reimbursed up to \$69
(Limited to one set of lenses per Calendar Year.)		
Frame		
(Limited to one frame per Calendar Year)	\$130 allowance, then 25% off remaining balance	Reimbursed up to \$64
Prescription Contact Lenses (traditional or disposable)		
Non-Elective Contact Lenses (Availability once every Calendar Year)	Covered in full	Reimbursed up to \$210
Elective Contact Lenses (in lieu of eyeglass lenses allowances) (Availability once every Calendar Year)	\$130 allowance	Reimbursed up to \$105
Note: If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.		



MEMORANDUM

DATE: November 10, 2021

TO: Michael P. Walsh, Mayor

FROM: Linda Trzetzziak, Director of Finance

TELEPHONE: (860) 291-7246

RE: CSEA Contract Settlement and Contingency Transfer

By way of this memo, attached please find the financial analysis related to the CSEA contract settlement.

To cover the costs related to the settlement, \$100,954 will need to be transferred into various accounts by way of a Contingency Transfer.

If approved, this funding will satisfy the contact settlement through June 30, 2022.

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

The Town of East Hartford
 For the Fiscal Year Ending June 30, 2022
 Contingency Transfer

FROM

Account Number	Name	Amount
G9600-60201	Contingency Reserve-Contract Negotiations	\$ 100,954

TO

Account Number	Name	Amount
G1200-60110	Permanent Services – Town Clerk	\$ 3,591
G2100-60110	Permanent Services – Mayor’s Office	1,408
G2400-60110	Permanent Services – Library	1,567
G2600-60110	Permanent Services – Youth Service	3,825
G2950-60110	Permanent Services – Grants Administration	1,381
G3200-60110	Permanent Services – Accounts and Control	3,213
G3300-60110	Permanent Services – Information Technology	8,811
G3400-60110	Permanent Services – Purchasing	1,697
G3600-60110	Permanent Services – Assessor	5,002
G3700-60110	Permanent Services – Tax Office	5,076
G3900-60110	Permanent Services – Risk Management	1,955
G4100-60110	Permanent Services – Development	3,337
G5203-60110	Permanent Services – Police Administration	13,382
G5316-60110	Permanent Services – Fire Administration	2,872
G6100-60110	Permanent Services – Inspections	12,394
G7100-60110	Permanent Services – Public Works Administration	3,261
G7200-60110	Permanent Services – Engineering	7,847
G7800-60110	Permanent Services – Public Works Building Maintenance	5,447
G8100-60110	Permanent Services – Parks Administration	5,030
G9300-60110	Permanent Services – Environmental Control	2,956
G9400-60110	Permanent Services – Social Services	4,387
G9430-60110	Permanent Services – Senior Services	2,515
	TOTAL	\$ 100,954

The funds being transferred are certified as available and unobligated.

Linda Trzetzkiak, Director of Finance

Michael P. Walsh, Mayor

Angela Attenello, Town Council Clerk
 Dated this xxth day of November, 2021

The Town of East Hartford
 Analysis of the CSEA Contract
 Prepared as of November 3, 2021

Actual 4 years	Wages 2%, 2%, 2%, 2%	Prem. Share HDHP 11%, 12%, 12%, 13%
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Employees Covered

86

	Precon. GWI 0.00%	Year 1		Year 2		Year 3		Year 4	
		6/30/21 Base Total	6/30/22 Base Total	6/30/22 Base Total	6/30/23 Base Total	6/30/24 Base Total	6/30/24 Base Total	6/30/25 Base Total	
Reg. Wages	-	4,793,304	4,889,170	4,986,953	5,086,693	5,188,426	5,296,670	5,403,416	5,510,166
OT Wages	-	100,000	102,000	104,040	106,121	108,243	110,365	112,487	114,609
Total	-	4,893,304	4,991,170	5,090,993	5,192,813	5,296,670	5,403,416	5,510,166	5,614,775

Year	Wage Inc. Per Year	Wage Inc. Total
1	97,866	97,866
2	99,823	197,689
3	101,820	299,509
4	103,856	403,366
Total		998,431

Total Per Year	Total Per Contract	Net Prem. Share Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
97,866	97,866	1,504	96,362	96,362	0.00%
99,823	197,689	1,519	98,304	196,170	1.95%
101,820	299,509	-	101,820	299,509	1.98%
103,856	403,366	1,534	102,322	401,832	1.95%
403,366	998,431	4,557	398,809	993,874	0.00%
					7.83%

Annualized 1.96%