

*Robert J. Posak*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
APRIL 15, 2014

2014 APR 14 A 11: 53

TOWN CLERK  
EAST HARTFORD

**REVISED 04-14-14**  
**(2<sup>nd</sup> revision)**

7:00 P.M. Executive Session

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. April 1, 2014 Executive Session
  - B. April 1, 2014 Regular Meeting – as corrected
6. COMMUNICATIONS AND PETITIONS
  - A. **Presentation Riverfront Recapture**
    - ~~4. Presentation~~
    - ~~2. Riverfront Recapture Management Agreement~~
  - B. **Presentation: Capital Workforce Partners**
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Collective Bargaining Agreement between the East Hartford Police Officers' Association and the Town of East Hartford
  - B. Referral to the Personnel & Pensions Subcommittee re: Three New Job Descriptions and Three Job Title Changes
  - C. Referral to Real Estate Acquisition & Disposition Committee re: 118 Main Street
  - D. Refund of Taxes
  - E. Outdoor Amusement Permit Applications:
    1. Gengras Harley-Davidson Spring Open House & Demo Days
    2. 2014 Memorial Day Parade
  - F. **Bid Waiver: East Hartford Fire Department Radio Communication Program**
  - G. **Riverfront Recapture Management Agreement**
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. PEH 1, LP v Town of East Hartford – tax appeal
  - B. PEH 1, LP v Town of East Hartford – tax appeal
  - C. Eddie Raines v. Mark Sirois, et al
  - D. **Commerce Center Association, Inc. v Town of East Hartford – tax appeal**
  
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
12. ADJOURNMENT (next meeting: May 6, 2014)

*Robert J. Pasch*

2014 APR -7 A 10: 37

TOWN COUNCIL MAJORITY OFFICE

APRIL 1, 2014

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader  
Barbara-Ann Rossi, Minority Leader Esther B. Clarke, Councillors Marc I.  
Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Anita D.  
Morrison

ALSO Marcia Leclerc, Mayor  
PRESENT Michael Walsh, Finance Director  
Santiago Malave, Human Resources Director  
Edward F. "Bud" O'Donnell, Jr., Attorney for the Town of East Hartford

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:06 p.m.

MOTION By Esther Clarke  
seconded by Bill Horan  
to **go into** Executive Session to discuss records, reports and statement of  
strategy or negotiations with respect to collective bargaining.  
Motion carried 9/0.

MOTION By Esther Clarke  
seconded by Bill Horan  
to **go back to** Regular Session.  
Motion carried 9/0.

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Bill Horan  
to **adjourn** (7:26 p.m.)  
Motion carried 9/0.

Attest

*Richard F. Kehoe*

Richard F. Kehoe  
Town Council Chair

*Robert J. Pasel*

EAST HARTFORD TOWN COUNCIL

2014 APR -7 A 10: 37

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

APRIL 1, 2014

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Anita D. Morrison

### CALL TO ORDER

Chair Kehoe called the meeting to order at 7:40 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

### OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, Olde Roberts Street, (1) spoke to the 5-year capital improvement program, specifically the road improvement program and stated that Olde Roberts Street should be on the list of roads to be repaired; (2) asked that she be notified when Olde Roberts Street will be repaved and/or repaired; (3) praised the efforts of the Mayor to provide for better transparency in government; (4) suggested that many people on the tax lien sale list are there not because they don't want to pay their taxes – they can't afford to pay their property taxes; and (5) asked that the Town Council coordinate with the State Legislators to schedule a forum on binding arbitration regarding employee benefits, wages, etc.

Mayor Leclerc spoke to the following issues: (1) the Aerospace bill passed the state's Finance Committee, which will benefit UTC; (2) there will be a Cosmic Run this year – the applicants will abide by Town Ordinances; (3) Governor Malloy will host a town hall meeting on Thursday, April 3<sup>rd</sup> at 7PM in Council Chambers; (4) East Hartford Golf Course renovations are progressing nicely; (5) the Town Hall Parking Lot reconstruction will tentatively start on April 14<sup>th</sup>; (6) a Foreclosure Prevention Workshop will be held on Monday, April 14<sup>th</sup> at 6:30PM in the Welling Conference Room and a Landlord/Tenants Rights Workshop will be held on Monday May 12<sup>th</sup> at 6:30PM in the Welling Conference Room; (7) the National Prescription Drug Take-back Day is Saturday, April 26<sup>th</sup> from 10AM to 2PM at the Public Safety Complex; and (8) a Teen Tech Program will be offered this summer at the Library.

### APPROVAL OF MINUTES

#### March 18, 2014 Executive Session/Whyte

MOTION By Barbara Rossi  
seconded by Pat Harmon  
to **approve** the minutes of the March 18, 2014 Executive Session/Whyte.  
Motion carried 9/0.

March 18, 2014 Regular Meeting

MOTION By Barbara Rossi  
seconded by Marc Weinberg  
to approve the minutes of the March 18, 2014 Regular Meeting.  
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

None

OLD BUSINESS

None

NEW BUSINESS

Municipal Tax Exempt Lease Purchase Agreement re: 2014-15 Town of East Hartford's 5-year Capital Improvement Plan

MOTION By Barbara Rossi  
seconded by Linda Russo  
to adopt the following resolution:

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

WHEREAS, the Town of East Hartford intends to purchase various capital equipment as part of the Town of East Hartford's Approved 5-Year Capital Improvement Plan for the Years 2014-2015 through 2018-2019; and

WHEREAS, the cost of the various capital equipment and replacement furniture designated for lease-purchase financing totals \$765,000; and

WHEREAS, the Town will budget \$196,000 in fiscal years 2015-2016 through 2018-2019 in the General Operating Fund to pay principal and interest on the purchases.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a master lease purchase agreement and related documents with TD Equipment Finance, Inc. or their affiliates in the principal amount not to exceed \$765,000. The interest rate, payment schedule and other details of the financing shall be mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

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

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

*Robert J. Prack*

LoCIP Grant Applications

2014 APR -9 A 9:31

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

TOWN CLERK  
EAST HARTFORD

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 as may be required by the State of Connecticut Office of Policy and Management to secure Local Capital Improvement Program funds (LoCIP) in the amount of \$445,640 for projects listed in the approved 2014 municipal capital improvement plan. The projects will be:

- Drennan Pool Deck Replacement \$350,000
- Veteran's Memorial Clubhouse Renovations \$ 49,640
- Terry Pool Pump Replacement \$ 46,000

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

State of Connecticut DEEP: America the Beautiful Grant Program

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

RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford is empowered to execute and deliver in the name and on behalf of this corporation, a certain contract and any amendments thereof with the State of Connecticut Department of Energy and Environmental Protection for the fulfillment of the America-the-Beautiful grant, and is authorized to affix the Corporate Seal.

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

**CORRECTED 04-09-14**

Supplemental Budget Appropriation re: Fuel System Replacement/Water Diversion at Golf Course/Budget Realignment

MOTION By Barbara Rossi  
seconded by Linda Russo  
to adopt the following resolution:

RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR ENDING JUNE 30, 2014 TO FUND THE CAPITAL REPLACEMENT OF A FUEL SYSTEM AT THE PUBLIC SAFETY COMPLEX AND THE WORK ASSOCIATED WITH THE WATER DIVERSION PERMIT AT THE GOLF COURSE AND TO BETTER ALIGN THE TOWN'S BUDGET REVENUES TO MATCH THE STATE'S ADOPTED BUDGET AND AID TO MUNICIPALITIES

WHEREAS, the underground fuel tank located at the Public Safety Complex needs to be replaced immediately, and

WHEREAS, the cost to remove the existing tank and replace it with an above ground convault fuel system is estimated to cost \$220,000, and

WHEREAS, the Town is working cooperatively with the State Department of Energy and Environmental Protection to address the need for a water diversion permit at the East Hartford Golf Course and the related infrastructure necessary to secure the permit, and

WHEREAS, the cost to engineer, design, permit, and complete the capital work related to the abandonment and installation of wells to replace MDC water used at the course is estimated to cost \$250,000, and

WHEREAS, the Town adopted a revenue budget for the fiscal 14 year using State revenue estimates to municipalities based on the Governor's Recommended Budget which was subsequently amended extensively by the Legislature including aid to municipalities.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation which also realigns the Town's Revenue Budget to more closely match the State Legislature's Adopted budget including aid to municipalities.

G0350-42526	Municipal Revenue Sharing	(2,767,115)
G0350-42531	PILOT – State	(716,252)
G0990-42516	Transportation	(488,228)
G0990-42508	Equalized Cost Sharing	2,901,595
G7300-64500	Public Works – Highway Services – Capital Improve.	220,000
G7200-64500	Engineering – Capital Improvement	250,000
G3300-62349	Computer Software	275,000
G5317-64512	Fire Suppression – Prot. Gear	100,000
G7300-60141	Public Works – Highway - OT	100,000
G7300-62236	Public Works – Highway – Road Materials	125,000

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

Referral to Tax Policy Committee re: Tax Lien Sales

MOTION By Bill Horan  
seconded by Marc Weinberg  
to refer to the Tax Policy Committee the list of properties recommended for the town's annual tax lien sale as attached to a memorandum dated March 21, 2014 from Finance Director Michael Walsh to Mayor Marcia Leclerc, with instructions to review the proposed list of properties and the criteria used by the town to implement a tax lien sale and to report back to the Town Council with its recommendations, if any.  
Motion carried 9/0.

Retiree Pension Increases

MOTION By Ram Aberasturia  
seconded by Barbara Rossi  
to adopt the following resolution:

RESOLUTION TO PROVIDE AN ANNUAL 1% COST OF LIVING INCREASE TO TOWN OF EAST HARTFORD RETIREES WHO RETIRED AFTER DECEMBER 31, 1999 THROUGH DECEMBER 31, 2001 AND TO INCREASE THE ANNUAL COST OF LIVING ADJUSTMENT TO 2% FOR RETIREES WITH RETIREMENT DATES BETWEEN 1980 THROUGH 1990

WHEREAS, the Town of East Hartford, through its Pension and Retiree Benefits Board, is contractually obligated to study every three years the effect that economic conditions has had on retiree payments; and

WHEREAS, the results of the Board's actuarial study shall be submitted to the Mayor who shall forward it to the Town Council for possible action; and

WHEREAS, the Mayor and Town Council jointly recognize the economic impacts that have caused retiree pensions to fail to keep up with the effects of inflation and will fund an increase in the fiscal year 2014-2015 budget to provide for this increase in retiree pensions.

**THEREFORE BE IT RESOLVED**, that the Town Council hereby approves an annual 1% cost of living adjustment for retirees and beneficiaries who retired after December 31, 1999 through December 31, 2001 and that the Town Council hereby additionally approves an increase to 2% cost of living adjustment for retirees and beneficiaries who retired between 1980 and 1990 to be paid as part of the pension payment for the period beginning July 1, 2014, and annually thereafter.

On call of the vote, motion carried 7/0, Abstain: Kehoe, Harmon

Referral to Real Estate Acquisition and Disposition Committee re: 26 Bissell Street

MOTION By Linda Russo  
seconded by Bill Horan  
to **refer** to the Real Estate Acquisition & Disposition Committee the disposition of the property located at 26 Bissell Street, with instructions for the Committee to review the possibility of selling the property to an interested business owner and to report back to the town Council with its recommendation, if any.  
Motion carried 9/0.

Appointments to Various Boards and Commissions

MOTION By Marc Weinberg  
seconded by Barbara Rossi  
to **approve** the following appointments:

1. Library Board
  - Joanne Sullivan, 4 Gorman Place, term to expire December 2016
2. Ethics Board
  - Susan Skowronek, 84 Syracuse Drive, Full Member, term to expire December 2018
  - Alexander Tettey Jr, 16 Madison Street, Alternate; term to expire December 2018
  - Andrew Kehoe, 271 Timber Trail, Alternate; term to expire December 2018.

Motion carried 8/0. **Abstain:** Kehoe

3<sup>rd</sup> Annual CT River Academy Scholarship Walk

MOTION By Bill Horan  
seconded by Ram Aberasturia  
to **approve** the outdoor amusement permit application submitted by the CT River Academy at Goodwin College Parent Group, by Nancy Cordova-Martinez, its Treasurer, to conduct a 3-mile walk on Friday, April 11, 2014 from 9AM to 10AM beginning at 9 Riverside Drive, through Ensign Street to Main Street and Brown Street and then back to 9 Riverside Drive, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East



Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and to waive the associated permit fee under the provisions of Town Ordinance §5-6(a) as this is a fundraiser to benefit scholarships provided to some of this year's graduating seniors.  
Motion carried 9/0.

#### Town of East Hartford Wellness Fair

MOTION By Marc Weinberg  
seconded by Barbara Rossi  
to approve the outdoor amusement permit application, entitled Town of East Hartford Wellness Fair, submitted by Eliza Westberry, CEO-owner of Eliza's Energy Source, to conduct a wellness fair on the Town Green located on Main Street – or in the event of inclement weather inside at the East Hartford Community Cultural Center – on Saturday, May 31, 2014 from 10AM to 2PM with music during those same hours; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies; and to waive the associated permit fee under the provisions of Town Ordinances §5-6(a), as the applicant hopes to provide an informational forum on the various aspects of health as it applies to East Hartford's residents.  
Motion carried 9/0.

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

Esther Clarke believed that there was going to be a presentation from the Horizon Group – the developers of the shops at UTC – at tonight's meeting and inquired why it didn't happen and when the Council could expect the update. *Mayor Leclerc stated that she received a call from the Horizon Group who indicated that they were not prepared at this time for the update. Once they are, they will let the Mayor know and she will inform the Council.*

Barbara Rossi related a positive comment made by a Men's Golf League member who stated that he was very impressed with the progress being made at the Golf Course.

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

#### OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc stated that the landscaping at Town Hall will be revamped when the parking lot reconstruction project begins, courtesy of Goodwin College.

Marc Weinberg wished Pat Harmon a belated Happy Birthday.

ADJOURNMENT


MOTION By Esther Clarke  
seconded by Bill Horan  
to adjourn (9:14 p.m.).  
Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be on April 15<sup>th</sup>.

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



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

Date: April 8, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: SETTLEMENT AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD AND THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

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The Town of East Hartford and the East Hartford Police Officers' Association (hereinafter "Police Union") entered into a settlement agreement for a new collective bargaining agreement effective July 1, 2012 through June 30, 2016. The settlement agreement was ratified by the bargaining unit members on March 20, 2014.

The impetus for the settlement agreement centered on better controlling health insurance costs for active employees and retirees. During the negotiation process, the Town's goals were to 1) restructure the delivery of health insurance benefits for active Police Officers through a High Deductible Health Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) introduce a voluntary health screening program, 3) increase the premium cost share for health insurance coverage, and 4) initiate employee contributions into the Town's Other Post Employment Benefit Trust through payroll deductions.

Attached to this memorandum is a memorandum from Mike Walsh, Director of Finance, with the financial analysis of the four-year Police Union settlement agreement, and contingency transfer-which will be brought forward on June 3<sup>rd</sup>. Also, attached for your review is a copy of an at-a-glance summary of the settlement between the Town of East Hartford and the Police Union.

I respectfully request that this item be added to the Agenda of the April 15, 2014, Town Council meeting and further recommend that the Town Council approve the settlement agreement for the reasons noted above.

Cc: Michael Walsh, Finance Director  
Santiago Malave, Human Resources Director

# OFFICE OF HUMAN RESOURCES

Date : March 27, 2014  
To : Mayor Leclerc  
From : Santiago Malave, Human Resources Director  
Re : Police Union Settlement Agreement



Attached for your review is a suggested transmittal letter to the Council Chairman regarding the Settlement Agreement Between Town of East Hartford and the East Hartford Police Officers' Association (hereinafter "Police Union") for a successor collective bargaining agreement effective July 1, 2012 through June 30, 2016. The settlement agreement was ratified by the Police Union members on March 20, 2014.

The impetus for the settlement agreement centered on better controlling health insurance costs for active employees and retirees. During the negotiation process the Town negotiating committee centered on the need to 1) restructure the delivery of health insurance benefits for active Police Officers through a High Deductible Health Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) introduce a voluntary health screening program, 3) increase the premium cost share for health insurance coverage, and 4) initiate through payroll deductions employee contributions into the Town's Other Post Employment Benefit Trust.

The settlement agreement with the Police Union regarding these items achieved the objectives of the Town while keeping within the Town Council's spending directive from the March 2012 joint Town and BOE meeting. Attached for your review is a copy of the settlement agreement reflecting the changes and an at-a-glance summary of the settlement.

The settlement agreement needs to be submitted the Council within fourteen days from the date the union members ratified the agreement, March 20, 2014. In accordance to Section 7-474 of the General Statutes of the State of Connecticut "Such request shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body." The thirty day period ends on May 3, 2014.

I respectfully request that this item be added to the Council agenda for the April 1, 2014 Council meeting. I also recommend that the Council approve the settlement agreement at the April 15, 2014 meeting for the reasons noted above.

Since this matter involves a need to fund the settlement agreement, the Town's Finance Director and I will be present at the meeting scheduled for Tuesday, April 1, 2014 should there be any questions or concerns.

Cc: Mike Walsh

# EHPOA summary of changes to CBA

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- Four year contract: July 2012 – June 2016
- Employees receive 2% wage increase each year of the contract
- Employees hired after the signing of the agreement will pay \$1700 annually to OPEB
- Current vision rider will change to BlueView Vision Plan effective July 2014
- Upon signing of agreement, medical insurance premium share of 15% will increase to 16%
- Effective July 2014 all employees will be enrolled in a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)
- The annual deductible for “employee only” coverage is \$1500, employee and dependent coverage will have a deductible of \$3000
- The Town will deposit 50% of the employee’s deductible in the employee’s HSA each July of the contract
- Wellness Plan: employees who provide a completed ‘attestation’ from their healthcare provider will receive an additional \$250 in their HSA each year of the contract
- Employees who are ineligible to have an HSA will stay in the Century Preferred plan
- Life insurance increase – from \$20,000 to \$40,000 for active employees, from \$3,000 to \$15,000 for retirees

AGREEMENT BETWEEN  
THE TOWN OF EAST HARTFORD  
AND  
THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

JULY 1, ~~2007-2012~~– JUNE 30, ~~2012~~ 2016

Re-number pages as necessary

TABLE OF CONTENTS

Preamble .....	1
ARTICLE I Recognition .....	1
ARTICLE II Duration .....	1
ARTICLE III Union Membership and Dues Deductions .....	2
ARTICLE IV Hours of Work .....	3
ARTICLE V Overtime .....	5
ARTICLE VI Court Time .....	9
ARTICLE VII Jury Duty .....	9
ARTICLE VIII Pager Policy .....	10
ARTICLE IX Work Assignments – Extra Duty .....	11
ARTICLE X Rates of Pay .....	12
ARTICLE XI Sick Leave Program .....	13
ARTICLE XII Leave of Absence With Pay .....	15
ARTICLE XIII Vacation .....	16
ARTICLE XIV Holidays .....	19
ARTICLE XV Military Leave .....	19
ARTICLE XVI Light Duty Work Program .....	20
ARTICLE XVII Insurance .....	22
ARTICLE XVIII Longevity .....	26
ARTICLE XIX Clothing Allowance .....	27

ARTICLE XX	Seniority.....	28
ARTICLE XXI	Appointments and Promotions.....	30
ARTICLE XXII	General Provisions.....	31
ARTICLE XXIII	Grievance Procedure.....	36
ARTICLE XXIV	Discipline, Discharge and Police Rights.....	38
ARTICLE XXV	Management Rights.....	40
ARTICLE XXVI	Non-Discrimination.....	41
ARTICLE XXVII	Safety and Health.....	41
APPENDIX A	Authorization for Payroll Deduction.....	42
APPENDIX B	Wages 2002-2007.....	43
APPENDIX C	Salary Schedules, July 1, 2002 – June 30, 2007.....	44
APPENDIX D	Medical Certificate.....	46
APPENDIX E	Light Duty Assignment Form.....	47
APPENDIX F	Staffing Memorandum of Agreement.....	48
APPENDIX G	Shift Bidding.....	49
APPENDIX H	Insurance Matrix.....	59
APPENDIX I	Health Benefit Opt-Out Form.....	63
APPENDIX J	Compensatory Time Leave.....	64
APPENDIX K	Memorandum of Understanding.....	67



# AGREEMENT

Between

THE TOWN OF EAST HARTFORD, CONNECTICUT

and

THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

## PREAMBLE

The following contract by and between respectively, the Town of East Hartford, Connecticut hereinafter referred to as the "Town" and the Town of East Hartford Police Officers' Association hereinafter referred to as the "Union," is designated to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

## ARTICLE I Recognition

### SECTION 1

The Town recognizes the Union as the sole and exclusive bargaining agent for the full-time permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers exclusive of the Chief, Deputy Chief and the Division Commanders.

### SECTION 2

The word "employee" as used in this Agreement shall mean all members of the East Hartford Police Department who are included in the bargaining unit represented by the Union.

## ARTICLE II Duration

This contract shall be effective as of the ~~date of the first day of July 2012~~ and shall extend ~~through June 30, 2016, issuance of the Arbitration Panel's Award in SBMA Case No. 2008-MBA-48, and shall extend through June 30, 2012.~~ All provisions, terms of employment, and fringe benefits shall become effective upon signing with the only exceptions being provisions, terms of employment, or fringe benefits specifically identified as retroactive. Either party wishing to terminate, amend or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) days and no less than one hundred twenty (120) days prior to such expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendments, modifications or terminations.

## SECTION 8

Attendance records and documents shall reflect when an employee is participating in the Transitional Light Duty Work Program. Attendance records shall reflect whether the sworn employee is on light duty as the result of an off-duty or on-duty illness or injury. Quarterly, the Police Department's attendance clerk shall forward a summary of participation in the light duty program to the Town's Risk Manager.

## SECTION 9

At the request of the Chief of Police, or his/her designee, the sworn employee shall make full disclosure to the Town, or its representatives, of all relevant medical records and shall furnish the department with periodic updates from his/her doctor regarding his/her medical status and the continued need for light duty.

## SECTION 10

Prior to the conclusion of the Transitional Light Duty Program, the sworn employee will furnish a doctor's certificate, attesting to the employee's physical ability to return to his/her prior work assignment, to the Chief of Police.

## ARTICLE XVII Insurance

### SECTION 1

The Town shall provide and pay for the following health and dental insurance for all employees and their eligible dependents:

(a) Preferred Provider (PPO) Plan with Managed Care provisions and full service prescription coverage, as described in Appendix H through June 30, 2014 except as provided in subparagraph (b)(ii) of this Section 1 and Section 2 of this Article.

(b) Full Service Prescription Drug coverage, as described in Appendix H. Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA), (as currently provided by Anthem-Luminos Town of East Hartford; \$1,500/\$3,000 – 100%/80%) and full service prescription drug coverage as described in Appendix H-2.<sup>1</sup>

(1) The Town shall contribute fifty percent (50%) of a participating HDHP members annual HDHP plan deductible into such employees' Health Savings Account ("HSA") in a single lump-sum deposit during the first week of each plan year annually on a pre-tax (IRC §123) basis.

i. The Town's contribution into an employee's HSA shall be prorated for any new or existing employee enrolling in the HDHP after a plan year has commenced.

<sup>1</sup> Prescription coverage under the HDHP/HSA is described in Appendix H-2. Please note there are co-pays for prescriptions after exhaustion of the deductible.

ii. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall remain in the non-high deductible PPO and shall pay the same employee premium share contribution as the HDHP premium share contribution for the PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP, however, they should be aware of the timing of the HSA contributions to avoid potential tax penalties.

2. The Town will annually deposit an additional \$250 toward deductible for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their physician complete the Preventative Health Attestation as Appendix L certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.

7. (c) The Triple Option Dental Plan, as described in Appendix H H-3<sup>2</sup>-with the duration of coverage for non-spouse dependants to age 19 or to age twenty-three (23) if the dependent is enrolled in school, the same duration as for medical insurance coverage for non-spouse dependents under Article XVII Section 1(a).<sup>3</sup>

(d) Blue View Vision Care Endorsement for employee, and spouse, and dependents, as described in Appendix H-4.

(e) The Town shall provide and pay the full premiums for a twenty-four thousand (\$20,000) (\$40,000) dollar life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum and including forty thousand (\$40,000) dollar coverage in the event of accidental death and a three thousand (\$3,000) dollar life insurance policy for each retiree. Each employee who retires after July 1, 2013 shall receive a \$15,000 retiree life insurance benefit.

(f) All members of the bargaining unit who elect insurance coverage under (a) and (b) above, as applicable, (health and prescription drug) will contribute toward the cost of such insurance benefits on a weekly pretax basis for each year of the contract as described below:

61. Effective and retroactive to July 1, 2007, each covered employee shall contribute ten percent (10%) of the cost of the insurance (based on the fully insured equivalency rate) that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. The employee's insurance contributions shall not exceed three and one-half percent (3.5%) of the employee's regular base pay.

62. Effective and retroactive to July 1, 2008, each covered employee shall contribute ten percent (10%) of the cost of the insurance (based on the fully insured equivalency rate) that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. The employee's insurance contributions shall not exceed three and one-half percent (3.5%) of the employee's regular base pay.

<sup>2</sup> Appendix H-3 is the same as current language under the portion of the existing Appendix H entitled "Dental Plan."

<sup>3</sup> This duration language is less than the age 26 language awarded in the 2010 case number 2008-MBA-48 arbitration award.

63. ~~Effective and retroactive to July 1, 2009, each covered employee shall contribute ten percent (10%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. The employee's insurance contributions shall not exceed three and one-half percent (3.5%) of the employee's regular base pay. Effective July 1, 2009, the employees' insurance contributions shall be based on the fully insured equivalency rate.~~

64. ~~Effective July 1, 2010 (and retroactive thereto if the effective date of the final award in Case No. 2008-MBA-48 is after July 1, 2010), each covered employee shall contribute twelve percent (12%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. Effective July 1, 2010, there shall be no cap on the employee's insurance contributions. Effective July 1, 2010, the employees' insurance contributions shall be based on the fully insured equivalency rate.~~

65. Effective July 1, 2011, each covered employee shall contribute fifteen percent (15%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRS Code Section 125) basis. There shall be no cap on the employee's insurance contributions. The employees' insurance contributions shall be based on the fully insured equivalency rate.

Effective upon the signing of this Agreement, each employee covered under Section (a) above shall contribute 16% of the cost (premium equivalency rate – i.e. – a rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pre-tax (IRS Code §125) basis.

Effective July 1, 2014, each employee covered under Section (b) above shall contribute 16% of the cost (premium equivalency rate – i.e. – a rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self-funded) of the insurance that he or she elects through weekly payroll deductions on a pre-tax (IRS Code §125) basis.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pretax wage reduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions or any other provisions of the IRS Code allow for such a plan. Said plan shall permit exclusion from taxable income of the employees' contributions toward health insurance costs for those employees who complete and sign a wage deduction form. The Town and the Union shall engage in impact bargaining in the event that a change in the law reduces or eliminates the tax-exempt status of the employee insurance contributions. The Union shall not make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan.

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

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

<u>Coverage Type</u>	<u>Payment Amount</u>
Individual	\$1,000.00
Individual plus one dependent	\$1,250.00
Individual plus two or more	
Dependents	\$1,500.00

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

2. One-quarter of the above amounts (\$250.00, \$312.50, \$375.00, respectively) will be paid at the end of each fiscal quarter for which the Town's plan is not utilized. Prorated payments will be made if an employee's plan is canceled partway through a quarter.

3. Employees wishing to take advantage of this option will fill out the enrollment change form provided by their plan (if covered) and the "Health Benefit Opt-Out Form," attached as Appendix I, and will provide written evidence of health insurance coverage by another plan.

4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.

5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

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

## SECTION 2

74. (a) The Town shall provide and pay for the insurance benefits listed in Section 1(a) and (b) for all employees upon retirement. The language "through June 30, 2014" contained in Section 1(a) does not apply to retirees meaning the PPO coverage will continue thereafter under Sections 2 and 3 of this Article. Additionally, the premium cost sharing provisions contained in Section 1, subparagraph (f), do not apply to retirees insurance.

(b) For retired employees age sixty-five (65) and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.

(c) In addition to the benefit contained in the next Section 3, employees retiring after the effective date of this Agreement shall be provided the option, during a window period which shall occur at least annually, to cover the retired employee's current spouse (regardless of whether or not employee and spouse were married at the time the employee retired) under the same health and/or dental insurance plan under which the retired employee is covered provided the retired employee pays the full cost of adding the spouse to the coverage unless and until eligible for coverage under the next Section 3. When the retired employee dies, any coverage to his/her spouse under this Section 2 shall cease unless such spouse elects to continue this coverage by payment of 100% of the monthly premium, unless and until eligible for coverage under the next Section 3.

(d) Only one (1) spouse (former or current) of a retiree can be covered at any one time under the insurance provisions described in any section of Article XVII.

(e) All employees hired after the signing of this Agreement shall contribute seventeen hundred dollars (\$1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Such contribution shall remain unchanged and shall not be subject to re-negotiation until after July 1, 2016.<sup>4</sup>

### SECTION 3

The Town shall provide and pay for the insurance benefits as described in Section 1(a) and ~~(b)~~ for the retired employee's spouse, under the following circumstances:

(a) This coverage is only effective for the spouse of an employee retiring on or after January 1, 1983.

(b) The retired employee must attain age 60 before his spouse will be eligible for this coverage.

(c) If the retired employee remarries, the new spouse will not be eligible for this coverage.

(d) The term "spouse" for purposes of this Section 3 shall mean the retired employee's spouse who shall have been married and living with the employee as his wife or her husband at the time of his/her retirement. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

(e) In order for this coverage to be effective, the retired employee must pay to the Town fifty percent (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 monthly deduction is not

<sup>4</sup> NOTE: The Town plans on ONE, pooled trust fund for all employee contributions, regardless of union affiliation. Currently only new hire Fire employees contribute but the Town has an intention to expand that pool.

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

(f) When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for Parts A and B Medicare Supplemental coverage.

SECTION 4

~~Employees may select an HMO Plan to be in effective until June 30, 2014 in lieu of the plan described in Appendix H and Appendix H-1, and subject to availability, other health insurance plans and carriers that may be offered by the Town. Any cost above that charged by the carrier in Appendix H or H-2 as the case may be shall be borne by the employee selecting an HMO the plan. Employees will continue in their present health plan through June 30, 2014 at current cost share. Effective July 1, 2014 employees not opting out of coverage under § 1(g) of this Article will be covered by the HDHP/HSA Plan described in Section 1(b) above and Appendix H-2.~~

SECTION 5

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

SECTION 6

The Town will sponsor a Health Screening Program for all members of the bargaining unit at least once each calendar year. The screening will be conducted by the Town's Health Department. The prime objective is to identify employees who are at risk and to detect unknown diseases so that referral can be made for proper medical and health care.

SECTION 7

All employees hired subsequent to the issuance of the arbitration award in Case No. 8586-MBA-131 shall be required to be and remain non-smokers as a condition of employment.

ARTICLE XVIII  
Longevity

SECTION 1

Full-time, employees, in addition to their regular pay or any pay increases that may be provided, receive an additional longevity payment in recognition of their length of service on the following basis:

5 years but less than 10	\$300
10 years but less than 15	\$400

apply rules and regulations for conduct and safety. It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and assign, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided.

ARTICLE XXVI  
Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

ARTICLE XXVII  
Safety and Health

SECTION 1

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

SECTION 2

The Employer shall recognize a safety committee, which shall consist of not more than six (6) persons. Three (3) members of the committee will be appointed by the Union, and the other three (3) members will be appointed by the Town. Both parties reserve the right to remove and replace their appointed members of the committee.

Said committee shall meet from time to time as mutually agreed, to discuss safety issues. Recommendations shall be made to the Chief of Police who shall reply to the Committee within a reasonable period of time of receiving such recommendations.

The above and foregoing is a true and attested copy of the contract between the Town of East Hartford and the East Hartford Police Officers' Association.

ATTEST: \_\_\_\_\_  
Town Clerk

~~The signature lines have been omitted from this Agreement as this Agreement represents the Arbitration Panel's Award in Case No. 2008-MBA-48, which was issued on April 12, 2010.~~

Add signature page.



APPENDIX B

WAGES

99. | A. Effective and retroactive to July 1, ~~2007~~ 2012, the salary rates in effect on June 30, ~~2007~~ 2012 will ~~not~~ be increased by ~~two percent~~ (2%).
00. | B. Effective and retroactive to July 1, ~~2008~~ 2013, the salary rates in effect on June 30, ~~2008~~ 2013 will ~~not~~ be increased by ~~two percent~~ (2%).
01. | C. Effective and retroactive to July 1, ~~2009~~ 2014, the salary rates in effect on June 30, ~~2009~~ 2014 will be increased by ~~three~~ two-percent (~~3%~~ 2%).
02. | D. Effective July 1, ~~2010~~ 2015 (and retroactive thereto if the effective date of the final award in Case No. ~~2008~~ MBA 48 is after July 1, 2010), the salary rates in effect on June 30, ~~2010~~ 2015 will be increased by ~~three and one-quarter~~ two percent (~~3.25%~~ 2%).
03. | E. Effective July 1, 2011, the salary rates in effect on June 30, 2011 will be increased by ~~three and one-quarter~~ percent (~~3.25%~~).

APPENDIX C

Salaries to be increased per Appendix B

~~305-08. SALARY SCHEDULES, JULY 1, 2007 - JUNE 30, 2012~~

POLICE OFFICER (Grade 80)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Present	<del>\$ 48,131</del>	<del>\$ 50,660</del>	<del>\$ 53,196</del>	<del>\$ 55,732</del>	<del>\$ 58,252</del>
7/1/07	<del>\$ 48,131</del>	<del>\$ 50,660</del>	<del>\$ 53,196</del>	<del>\$ 55,732</del>	<del>\$ 58,252</del>
7/1/08	<del>\$ 48,131</del>	<del>\$ 50,660</del>	<del>\$ 53,196</del>	<del>\$ 55,732</del>	<del>\$ 58,252</del>
7/1/09	<del>\$ 49,575</del>	<del>\$ 52,180</del>	<del>\$ 54,792</del>	<del>\$ 57,404</del>	<del>\$ 60,000</del>
7/1/10	<del>\$ 51,186</del>	<del>\$ 53,876</del>	<del>\$ 56,573</del>	<del>\$ 59,270</del>	<del>\$ 61,950</del>
7/1/11	<del>\$ 52,850</del>	<del>\$ 55,627</del>	<del>\$ 58,411</del>	<del>\$ 61,196</del>	<del>\$ 63,963</del>

DETECTIVE (Grade 82)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3*</u>
Present	<del>\$ 58,252</del>	<del>\$ 59,330</del>	<del>\$ 60,535</del>
7/1/07	<del>\$ 58,252</del>	<del>\$ 59,330</del>	<del>\$ 60,535</del>
7/1/08	<del>\$ 58,252</del>	<del>\$ 59,330</del>	<del>\$ 60,535</del>
7/1/09	<del>\$ 60,000</del>	<del>\$ 61,110</del>	<del>\$ 62,351</del>
7/1/10	<del>\$ 61,950</del>	<del>\$ 63,096</del>	<del>\$ 64,377</del>
7/1/11	<del>\$ 63,963</del>	<del>\$ 65,147</del>	<del>\$ 66,470</del>

\*—— Only those holding the rank of detective shall be eligible to advance to Step 3 of Grade 82.

SERGEANT (Grade 84)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Present	<del>\$ 61,141</del>	<del>\$ 63,525</del>	<del>\$ 66,016</del>
7/1/07	<del>\$ 61,141</del>	<del>\$ 63,525</del>	<del>\$ 66,016</del>
7/1/08	<del>\$ 61,141</del>	<del>\$ 63,525</del>	<del>\$ 66,016</del>
7/1/09	<del>\$ 62,975</del>	<del>\$ 65,431</del>	<del>\$ 67,996</del>
7/1/10	<del>\$ 65,022</del>	<del>\$ 67,557</del>	<del>\$ 70,206</del>
7/1/11	<del>\$ 67,135</del>	<del>\$ 69,753</del>	<del>\$ 72,488</del>

LIEUTENANT (Grade 86)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Present	<del>\$ 67,322</del>	<del>\$ 69,979</del>	<del>\$ 72,724</del>
7/1/07	<del>\$ 67,322</del>	<del>\$ 69,979</del>	<del>\$ 72,724</del>
7/1/08	<del>\$ 67,322</del>	<del>\$ 69,979</del>	<del>\$ 72,724</del>
7/1/09	<del>\$ 69,342</del>	<del>\$ 72,078</del>	<del>\$ 74,906</del>
7/1/10	<del>\$ 71,595</del>	<del>\$ 74,421</del>	<del>\$ 77,340</del>
7/1/11	<del>\$ 73,922</del>	<del>\$ 76,840</del>	<del>\$ 79,854</del>

APPENDIX H

EAST HARTFORD CENTURY PREFERRED MEDICAL PLAN

Benefit	Century Preferred With Managed Benefits																
Costshares	<p>In-Network services subject to copays                      In-Network: \$5 Office Copay,                      \$25 Emergency Room Copay,                      \$0 Outpatient Surgical Copay                      \$0 Per Hospital Admission Copay,                      Lifetime Maximum-Unlimited</p> <p>Out-of-Network services subject to deductible and coinsurance                      Deductible - \$200/\$400/\$500                      Coinsurance-80%/20% to \$4,000/\$8,000/\$10,000                      Out-of-Pocket Maximum \$1,000/2,000/\$2,500,                      Cost share maximum per calendar year                      Lifetime Maximum Out-of-Network-\$1,000,000</p>																
<p>Preventive Care</p> <p>Pediatric</p> <p>Adult</p> <p>Vision</p> <p>Hearing</p> <p>Gynecological</p>	<p>\$5 Copay. Covered according to age-based schedule</p> <p style="text-align: center;"><u>Exam Schedule</u></p> <table border="0"> <tr> <td>Birth - 1 year</td> <td>6 exams</td> </tr> <tr> <td>1 year - 5 years</td> <td>6 exams</td> </tr> <tr> <td>6 years – 10 years</td> <td>1 exam every 2 years</td> </tr> <tr> <td>11 through 21</td> <td>1 exam every year</td> </tr> <tr> <td>22 through 29</td> <td>1 exam every 5 years</td> </tr> <tr> <td>30 through 39</td> <td>1 exam every 3 years</td> </tr> <tr> <td>40 through 49</td> <td>1 exam every 2 years</td> </tr> <tr> <td>50 and over</td> <td>1 exam annually</td> </tr> </table> <p>\$5 Copay, covered once every 2 years</p> <p>Covered once every two years, \$5 copay</p> <p>\$5 Copay, One routine exam every year</p>	Birth - 1 year	6 exams	1 year - 5 years	6 exams	6 years – 10 years	1 exam every 2 years	11 through 21	1 exam every year	22 through 29	1 exam every 5 years	30 through 39	1 exam every 3 years	40 through 49	1 exam every 2 years	50 and over	1 exam annually
Birth - 1 year	6 exams																
1 year - 5 years	6 exams																
6 years – 10 years	1 exam every 2 years																
11 through 21	1 exam every year																
22 through 29	1 exam every 5 years																
30 through 39	1 exam every 3 years																
40 through 49	1 exam every 2 years																
50 and over	1 exam annually																
<p>Medical Services</p> <p>Medical Office Visit</p> <p>Outpatient PT/OT/ Chiro, Speech Therapy</p>	<p>\$5 Copay</p> <p>\$5 Copay per visit                      Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)</p>																
<p>Allergy Services</p> <p>Diagnostic Lab &amp; X-ray</p> <p>Surgery Fees</p> <p>Office Surgery</p>	<p>\$5 Copay for visits &amp; tests                      (Treatment Plan Required)                      \$0 Copay – injections</p> <p>Covered</p> <p>Covered</p> <p>Covered</p>																
Outpatient MH/SA	<p>In Network covered to 40 visits per calendar year,                      \$5 copay covered at 50% up to 40 visits per</p>																

Benefit	Century Preferred With Managed Benefits
	calendar year Out-of-Network
Emergency Care	
Emergency Room	\$25 Copay (Waived if admitted)
Urgent Care	\$25 Copay
Ambulance	Covered up to \$500 per trip-land Covered up to \$4,000 per trip-air
Inpatient Hospital	<b>Note: All hospital admissions require pre-cert</b>
General/Medical/ Surgical Maternity (Semi-private)	Covered
Ancillary Services (medicine supplies)	Covered
Psychiatric	Covered up to 60 days per calendar year (120 partial)
Substance Abuse/ Detox	Covered up to 45 days per calendar year (90 partial)
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year
Hospice	Covered
Outpatient Hospital Outpatient Surgery 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	\$5/\$10/\$0 pharmacy card plan, \$5,000 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.*

New

APPENDIX H-2

EAST HARTFORD POLICE  
HDHP SCHEDULE OF BENEFITS

Effective July 1, 2014 – ANTHEM LUMENOS

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
-----------------	---------------------	-------------------------

Covered Person Plan Year Deductible	\$1,500 single * \$3,000 family **	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit	\$1,500 single*** \$3,000 family****	\$4,000 single*** \$8,000 family****
* Applies to Prescription Drug Copayments		
Lifetime Maximum	Unlimited	Unlimited

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

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

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

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

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

**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 Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
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 60 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
<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
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
<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
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
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
Outpatient Treatment for Mental Health Care and 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
<b>OTHER MEDICAL SERVICES</b>		
Outpatient Surgery In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy)	Deductible	Deductible & Coinsurance
Note: See the Hospital Services section also for Outpatient Surgery rendered in a Hospital setting.		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance



<p><b>Prescription Drugs:</b></p> <p><b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p><b>Specialty Pharmacy</b> The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p><b>Mail Order Prescription Drug Program</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs and supplies</p>	<p style="text-align: center;">Deductible &amp; then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p style="text-align: center;">Deductible &amp; Coinsurance per prescription</p> <p style="text-align: center;">Deductible &amp; Coinsurance per prescription</p> <p style="text-align: center;">Deductible &amp; Coinsurance per prescription</p>
<p><b>Human Organ and Tissue Transplant Services</b> Unlimited maximum</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; Coinsurance</p>
<p><b>Home Health Care</b> (Including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p> <p><b>In the Home Hospice Medical Social Services</b> under the direction of a Physician Up to \$420.</p>	<p style="text-align: center;">Deductible</p> <p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; Coinsurance</p> <p style="text-align: center;">Deductible &amp; Coinsurance</p>
<p><b>Infusion Therapy</b> Unlimited lifetime maximum</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; Coinsurance</p>
<p><b>Durable Medical Equipment and Prosthetic Devices</b></p> <p><b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under</p> <p><b>Diabetic equipment, and supplies</b></p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; 50% Coinsurance</p>
<p><b>Ostomy Related Services</b></p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; 50% Coinsurance</p>
<p><b>Hospice Care (inpatient)</b></p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; Coinsurance</p>
<p><b>Wig</b> Up to \$500 maximum per Member per Calendar Year.</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; Coinsurance</p>
<p><b>Specialized Formula</b></p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible &amp; Coinsurance</p>

<b>Infertility Services</b> Please see Maternity/Family Planning Section of this document			
<b>Office Visit</b>		Deductible	Deductible & Coinsurance
<b>Outpatient Hospital</b>		Same as Hospital Outpatient Cost-Share	Deductible & Coinsurance
<b>Inpatient Hospital</b>		Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
<b>Infertility Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply		Deductible	Deductible & Coinsurance
<b>Maternity</b>		Deductible	Deductible & Coinsurance

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

**DENTAL PLAN**  
Benefit Description  
Triple Option Program

	PPO In Network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
<b>Unlimited Annual Maximum</b>			
<b>Benefit</b>	<b>Coinsurance</b>	<b>Coinsurance</b>	<b>Coinsurance</b>
<i>Preventive Services</i>	100%	100%	80%
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (included with oral evaluation)	100%	100%	80%
Fluoride Treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
<i>Diagnostic Services</i>	100%	100%	70%
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (included with oral evaluation)	100%	100%	70%
<i>Restorative Services</i>	100%	100%	50%
Amalgam Fillings	100%	100%	50%
Resin Fillings**	100%	100%	50%
<i>Endodontics</i>	100%	80%	50%
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<i>Oral Surgery</i>			
Simple Extractions	100%	100%	50%
Surgical Extractions & Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
<i>General Services</i>			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
<i>Periodontics</i>	50%	50%	Not Covered
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered

	PPO In Network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
<b>Unlimited Annual Maximum</b>			
<b>Benefit</b>	<b>Coinsurance</b>	<b>Coinsurance</b>	<b>Coinsurance</b>
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and Oral Lesions	50%	50%	Not Covered
<i>Prosthodontics</i>	50%	Not Covered	Not Covered
Dentures, Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, Fixed and Removable	50%	Not Covered	Not Covered
Addition of Teeth to Partial Denture to Replace Extracted Teeth	50%	Not Covered	Not Covered
Inlays, Onlays, and Crowns not Part of Bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime Maximum.	50%	50%	Not Covered

372A. Duration of coverage for non-spouse Dependents pursuant to Article XVII, Section 1(c).

\* Flex dental deductible does not apply to Preventive Services.

\*\* Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only.

For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.

New

APPENDIX H-4

EAST HARTFORD POLICE  
BLUE VIEW VISION PLAN  
SCHEDULE OF BENEFITS

<b>BENEFIT PERIOD</b>	Calendar Year
<b>DEPENDENT AGE LIMIT</b>	To the end of the month after which the child attains age 26.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Out-of-Network Providers
<b>Prescription Lenses</b>		
Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
<b>Basic Lenses (pair)</b>		
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).		
<b>Frames</b>		
(Limited to one frame per calendar year)	\$130 retail amount, then 20% off any remaining balance	Reimbursed up to \$64
<b>Prescription Contact Lenses (traditional or disposable)</b>		
<b>Non-Elective Contact Lenses (availability once every calendar year)</b>	Covered in full	Reimbursed up to \$210
<b>Elective Contact Lenses (in lieu of eyeglass lenses allowances) (availability once every calendar year)</b>	\$130 retail amount	Reimbursed up to \$105
<b>Note:</b> 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.		

**Laser Vision Correction Services:**

Participating Lasik/photorefractive keratectomy PRK surgical centers offer a discounted rate for Members enrolled under this plan. You are responsible for any remaining charges.

The Schedule of Benefits is a summary of the amount of benefits Anthem will pay 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 including any attachments or riders.

No prior authorization is required to receive covered vision services.

New

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

THE ORIGINAL FORM SHOULD BE SUBMITTED DIRECTLY TO:  
  
Sandy Franklin, Human Resources  
  
740 Main Street  
  
East Hartford, CT 06108

**ANNUAL ROUTINE PHYSICAL EXAM FORM**

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

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

The Routine Physical Exam Should Include the Following:

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

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

and that the exam included appropriate screenings.

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

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


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



## MEMORANDUM

**DATE:** March 27, 2014

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** Police Contract Settlement - Contingency Transfer  
(This transfer relates to the 2014-2015 Fiscal Year)

---

By way of this memo, attached please find the Budgetary Transfer of Funds form for the settlement of the Police contract.

To cover the costs related to the settlement, \$1,216,000 will need to be transferred into account G5203-60110 - Police Administration, Permanent Services from Contingency.

Based on the agreed upon timelines for settlement, please have this item placed on the June 3, 2014 Town Council agenda. I will be on hand to discuss the item and handle any questions.

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

Town Of East Hartford  
Request for Budgetary Transfer of Funds

Department Name CONTINGENCY  
Fund Name General

Fiscal Year 2014-2015


Date June 3, 2014  
Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Police Admin – Permanent Services	G5203-60110	\$ 1,216,000	Contingency Reserve – Contract Nec	G9600-60201	\$ 1,216,000
	Total	\$ 1,216,000		Total	\$ 1,216,000

**JUSTIFICATION:** Provide detail and specific reasons for this transfer.  
This should include future budget impact on both the "to" and the "from" accounts. Attach additional information if necessary.

To provide a source of funds to settle the Police Contract for the years ending June 30, 2013, June 30, 2014, and June 30, 2015.

Signature- Director/Department Head 

Approvals <u></u> Finance Director	<u>3/28/14</u> Date Approved
_____ Mayor	_____ Date Approved
_____ Town Council/Clerk	_____ Date Approved

**FINANCE DEPARTMENT USE ONLY**

Transfer \_\_\_\_\_

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

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



The Town of East Hartford  
 Analysis of the Police Contract  
 Prepared as of March 27, 2014

Actual	Wages	Prem. Share
	2%, 2%, 2%, 2%	Conversion to HDHP

Employees Covered 124

	Base @6/30/12	Precon. GWI 0.00%	6/30/12 Base Total	Year 1 @7/12 2.00%	6/30/13 Base Total	Year 2 @7/13 2.00%	6/30/14 Base Total	Year 3 @7/14 2.00%	6/30/15 Base Total	Year 4 @7/15 2.00%	6/30/16 Base Total
Reg. Wages	9,100,000	-	9,100,000	182,000	9,282,000	185,640	9,467,640	189,353	9,656,993	193,140	9,850,133
OT Wages	1,100,000	-	1,100,000	22,000	1,122,000	22,440	1,144,440	22,889	1,167,329	23,347	1,190,675
Total	10,200,000	-	10,200,000	204,000	10,404,000	208,080	10,612,080	212,242	10,824,322	216,486	11,040,808

Year	Wage Inc. Per Year	Wage Inc. Total	Year 1	Year 2	Year 3	Year 4
Pre	-	-				
1	204,000	204,000	204,000	204,000	204,000	204,000
2	208,080	412,080		208,080	208,080	208,080
3	212,242	624,322			212,242	212,242
4	216,486	840,808				216,486
Total		2,081,210	204,000	412,080	624,322	840,808

Total Per Year	Total Per Contract	Net Med. Savings	Ann. Net Increase	Net Increase	% Inc. Ann.
-	-	-	-	-	0.0%
204,000	204,000	-	204,000	204,000	2.0%
208,080	412,080	-	208,080	412,080	2.0%
212,242	624,322	80,012	132,229	544,309	1.2%
216,486	840,808	80,012	136,474	760,796	1.3%
-	-	-	-	-	-
840,808	2,081,210	160,024	680,784	1,921,185	6.5%

Annualized 1.6%

HDHP @16%	PPO @15%	Savings
Single 7,890	Single 9,165	1,275
Single plus 1 15,780	Single plus 1 18,329	2,549
Family 20,603	Family 24,712	4,109
Blended rate 14,758	Blended rate 17,402	2,644
@16% 2,361		249
Gross Town Medical Savings Seed (50%)		2,395
Wellness \$250		1,500
Net Town Savings		250
		645

OPEB Contribution: 3% of New Hire Wages - \$1,700

2018	85,000
2023	127,500
2028	170,000
2032	195,500

The additional cost of life insurance provided under this contract is \$5k annually

Town of East Hartford  
 Labor Contract Dates  
 Prepared as of February 4, 2014

Bargaining Unit	BU #	Contract Start	Contract End	Base	Employees Covered	Avg. Pay	Funding Needed FY 14/15
Fire	1548	7/1/2011	6/30/2015	9,500,000	127	74,803	-
Police	EHPOA	7/1/2007	6/30/2012	10,208,861	123	82,999	1,216,000 A
Laborers	1174	7/1/2007	6/30/2012	2,860,368	60	47,673	-
Supervisors	818	7/1/2012	6/30/2016	2,170,000	30	72,333	-
Municipal Employees	CSEAU	7/1/2010	6/30/2013	4,347,318	90	48,304	262,578 B
Dispatchers	Teamsters	7/1/2013	6/30/2016	1,009,144	19	53,113	-
Total							<u>1,478,578</u>

**Notes:**

- A. Contract under negotiation - assumes 2% in FY 12-13, 13-14, 14-15  
 B. Contract under negotiation - assumes 2% in FY 13-14, 14-15



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 7, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc  
RE: NEW LIBRARY JOB DESCRIPTION SERIES

---

Attached to this memorandum are six job descriptions that I recommend the Council refer to the Personnel and Pension Subcommittee for their consideration. The revised and new job descriptions are listed below.

### New Job Description

1. Library Assistant
2. Library Specialist
3. Librarian I

### Title Change                      Parenthetical

4. Librarian II - Reference Librarian/Cultural Assets Manager
5. Librarian II- Children's Librarian
6. Librarian III- Assistant Library Director

Below is a general description of each the three new job descriptions noted above:

Librarian I - Entry level professional position. Works under the general supervision of the Reference Librarian. Assists in providing reference services, outreach programs and interlibrary loans. Performs professional library services in assisting library patrons in the selection and use of both electronic and physical library materials.

Library Assistant - Under general supervision performs a variety of paraprofessional library duties which involve knowledge and skills in one or more library functional areas, and knowledge/skills in the services, procedures, terminology and classification scheme of library collections; does other related duties as required.

Library Specialist - With limited direction from a supervisory Librarian performs a variety of paraprofessional duties which involve knowledge/skills in such library functions as circulation, cataloging, ordering, or purchasing. Provides various library services to users; does related work as required

Under the new job description series, the last three positions noted above will receive new titles. The old job titles will continue to be used as parentheticals for explanatory purposes regarding the nature of work assigned to each position. The new job titles will be used to align these positions with the new Library Job Description Series and establish a more equitable compensation structure based on the responsibilities assigned to each position. All three positions are existing budgeted positions.

I have also attached to this memorandum a spreadsheet that list all the full-time employees of the Library and positions they will be slotted into in the new job description series. The spreadsheet lists each employee's current and new job title and also current and new salary range, if applicable. Current incumbents whose salaries exceed the maximum of the position they are scheduled to be slotted into will have their salary red circled until such time as the salary range of their new position catches up to their current salary.

I recommend that the proposed library job description series be added to the Council agenda for the April 15, 2014 Council agenda for referral to the Personnel and Pension Subcommittee.

C: S. Hansen, Library Director  
S. Malave, Human Resources Director

# OFFICE OF HUMAN RESOURCES

Date : April 2, 2014  
To : Marcia A. Leclerc, Mayor  
From : Santiago Malave, Human Resources Director  
Re : New Library Job Description Series



Attached for your review is a suggested transmittal letter to the Council Chairman for the April 15, 2014 Council meeting regarding the following new Library Job Description series:

## New Job Description

1. Library Assistant
2. Library Specialist
3. Librarian I

## Title Change

## Parentetical

- |                   |   |
|-------------------|---|
| 4. Librarian II – | Reference Librarian/Cultural Assets Manager |
| 5. Librarian II-  | Children’s Librarian                        |
| 6. Librarian III- | Assistant Library Director                  |

I have attached to this memorandum for your review copies of the revised and new job descriptions for the position noted above. Below is the general description of each the three new job descriptions:

**Librarian I** - Entry level professional position. Works under the general supervision of the Reference Librarian. Assists in providing reference services, outreach programs and interlibrary loans. Performs professional library services in assisting library patrons in the selection and use of both electronic and physical library materials.

**Library Assistant** - Under general supervision performs a variety of paraprofessional library duties which involve knowledge and skills in one or more library functional areas, and knowledge/skills in the services, procedures, terminology and classification scheme of library collections; does other related duties as required.

Lname	Fname	DOH	GR	ST	Salary	Job Title	New Job Description	New grade	Salary Range
Dautefendic	Selma	12/12/11	1	4	\$40,615	Library Technical Asst. (General)	Library Assistant	N/A	\$36,829 - \$41,428
Vacant			1			Branch Librarian	Library Assistant	N/A	\$36,829 - \$41,428
Dibenedetto	Effie	10/25/99	6	3	\$54,702	Branch Librarian	Library Specialist	2	\$38,671 - \$43,499
Hillmann	Judith	1/5/87	6	4	\$56,891	Branch Librarian	Library Specialist	2	\$38,671 - \$43,499
Maldonado	Jose R.	7/1/81	1	4	\$40,615	Library Technical Asst. (General)	Library Specialist	2	\$38,671 - \$43,499
McKenzie	Deborah	7/20/98	1	4	\$40,615	Library Technical Asst. (Catalog)	Library Specialist	2	\$38,671 - \$43,499
Livaich	Rebecca	12/12/11	6	3	\$54,702	Branch Librarian	Librarian I	N/A	\$51,587 - \$58,028
Pannone	Jason	7/1/13	7	4	\$62,579	Reference Librarian/Cultural Assets Manager	Librarian II	N/A	\$56,745 - \$63,831
DiCicco	Sandra L.	10/15/13	7	1	\$55,633	Childrens Librarian	Librarian II	N/A	\$56,745 - \$63,831
LeGeyt	Katherine	7/31/13	108	3	\$66,919	Assistant Library Director	Librarian III	N/A	\$64,393 - \$83,709

## TOWN OF EAST HARTFORD

**TITLE:** Library Assistant

**GRADE:** 1

**DEPARTMENT:** Library

**DATE:**

### GENERAL DESCRIPTION:

Under general supervision performs a variety of paraprofessional library duties which involve knowledge and skills in one or more library functional areas, and knowledge/skills in the services, procedures, terminology and classification scheme of library collections; does other related duties as required.

### ESSENTIAL JOB FUNCTIONS:

- Assists library patrons in registration and circulation of library materials.
- Maintains patron accounts through data entry into centralized computer system; charging and discharging materials and updating of patron overdue charges.
- Collects, records, balances and deposits revenue.
- May assist in coordinating activities of a library unit or section such as circulation, serials, shelving, book processing or interlibrary loan.
- Follows established policies and procedures; may suggest ways to increase efficiencies
- May assist with training and supervision of library office assistants, clerks, pages and volunteers
- Processes interlibrary loan requisitions ensuring that material requested is in accord with requisition systems, policies and procedures
- May assist with programs for which objectives and general procedures have been established or outlined such as story hours, films, or programs for adults, etc.
- Determines and prepares content and arrangement of library material for displays and exhibits.
- Assists with examination of collections for the purpose of weeding materials
- Computes and collects fines, makes change, and inspects books for damage
- Compiles numerical reports on circulations, accessions, or other aspects of library operations using basic arithmetic
- Uses library online catalog for circulation, copy cataloging, acquisitions, serials, etc.
- Locates materials and information for patrons
- Performs routine copy cataloging

## **KNOWLEDGE, SKILLS AND ABILITIES:**

- Ability to interact with employees and the public in a professional and courteous manner and appreciate diversity and individuality in both patrons and staff
- Ability to understand and demonstrate customer service philosophy
- Ability to collect and compile statistics
- Ability to plan work, prioritize and organize tasks, and pay attention to detail
- Skill in performing arithmetic functions with various units of measure (statistics, currency, fractions) manually and/or using technology.
- Knowledge of computer operation and the library's circulation system and public access catalog
- Knowledge of library mission, basic library policies and procedures, and general library terminology
- Knowledge of departments and services of the library, also library personnel and hierarchy
- Knowledge of library's participation in consortiums, networks, or other resource-sharing organizations
- Knowledge of library classification system with the ability to do shelving and shelf reading
- Familiarity with interlibrary loan procedures and policies
- Knowledge of Internet and database searching techniques
- Knowledge of cataloging utilities (OCLC, Library of Congress, etc.)
- Familiarity with MARC format, cataloging rules, subject headings, and classification schemes
- Knowledge of appropriate methods and techniques for materials processing, storage and preservation

## **WORK ENVIRONMENT:**

Work is performed under the supervision of a Librarian or designee in a public service or office setting which is subject to interruptions and background noise. Performs varied functions requiring judgment to ensure compliance with applicable departmental and town policies, procedures and methods.

Must be mobile, able to push/pull 50 pounds and lift objects up to 30 pounds. Must be able to stand or sit for prolonged periods, up to four hours. Must be able to perform such tasks as writing, filing, keyboarding, using a calculator, and other skills which require hand-eye coordination.

May be in constant contact with employees and the general public. Must be able to concentrate on fine details with occasional interruption and remember multiple assignments. Must be able to communicate in English and be understood clearly; hearing requirements include the ability to effectively interact with customers in person or by telephone.



May be exposed to dust, book mold and mildew, fluctuations in inside temperatures and electro-magnetic radiation as in computer screens.

**REQUIRED QUALIFICATIONS:**

High School graduate plus minimum two (2) years of experience demonstrating practical knowledge of library functions, services, terminology, techniques, procedures, and standard tools or comparable experience,

OR Library Technical Assistant certificate and/or two (2) years of college (some experience preferable).

**\*\*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.\*\***

**This description replaces job descriptions for LTA General, LTA Reference, LTA Circulation and Assistant Cataloger.**

## TOWN OF EAST HARTFORD

**TITLE:** Library Specialist

**GRADE:** 2

**DEPARTMENT:** Library

**DATE:**

### GENERAL DESCRIPTION:

With limited direction from a supervisory Librarian performs a variety of paraprofessional duties which involve knowledge/skills in such library functions as circulation, cataloging, ordering, or purchasing. Provides various library services to users; does related work as required.

### ESSENTIAL JOB FUNCTIONS

- Orients patrons to the library through the introduction of available services and by locating and recommending library materials.
- Instructs in the selection and use of appropriate tools and techniques for finding information, conducts searches for materials
- Assists patrons with topical research utilizing the tools available (including online catalog, databases, reference materials, etc.) May refer more in-depth questions to Librarians.
- Assists patrons with use of library resources and equipment
- Provides access to materials, services and programs to meet needs of diverse users (adult and children)
- Develops programming for library users (age-appropriate)
- Performs general circulation duties as needed.
- Reserves books and processes interlibrary loans.
- Does the work involved in ordering, checking, purchasing, classifying, cataloguing, preparing, binding, and shelving books and other library materials
- Provides original cataloging and assigns classification numbers to library materials; resolves conflicts in the card catalog and automated system.
- Promotes reading through the development and implementation of children's' and parents' programs, including story hours, outreach with schools, community organizations and agencies.
- Maintains library collection through the routine inspection and discarding of dated and damaged materials.
- Recommends and orders library materials by reading reviews and/or previewing media.
- Independently researches and resolves problems.
- Collects, compiles and assembles statistics.
- Assists in the coordination of work schedules.

- Trains, assigns and monitors work progress of subordinate staff.
- Intervenes on behalf of subordinate clerical staff to resolve customer complaints.
- Assumes supervision for division in absence of librarian.
- Researches, analyzes, and completes special projects as requested

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Ability to interact with the public and employees in a courteous and professional manner.
- Ability to deal with disruptive patrons and emergency situations
- Skill in resolving confidential/sensitive situations.
- Ability to prioritize and organize tasks; coordinate and plan assignments or projects.
- Knowledge of library mission, basic local library policies and procedures.
- Knowledge of departments and services of the library, also library personnel and hierarchy
- Knowledge of library's circulation system and public access catalog
- Knowledge of library's participation in consortiums, networks, or other resource-sharing organizations
- Ability to understand and demonstrate customer service philosophy
- Ability to identify business problems and implement approved methods and procedures.
- Ability to manage and supervise subordinate staff.
- Knowledge of appropriate methods and techniques for materials processing, storage and preservation
- Familiarity with interlibrary loan procedures and policies
- Familiarity with the ethics and values of the profession, including an understanding of the Library Bill of Rights, the ALA Code of Ethics, freedom of information, confidentiality of library records, and privacy issues
- Ability to introduce users to all library services and equipment, and provide advanced instruction if needed
- Knowledge of cataloging and classification.
- Knowledge of literature appropriate to a specific division: such as children, adult, media, reference, etc.
- Familiarity with reader's advisory issues and resources
- Knowledge of new developments in library services and products through reading and networking
- Ability to handle multiple tasks at one time
- Knowledge of database operating systems and procedures

### **WORK ENVIRONMENT:**

Work is performed under the supervision of a Librarian or designee in a public service or office setting which is subject to interruptions and background noise. Performs varied functions requiring judgment to ensure compliance with applicable departmental and town policies, procedures and methods.

Must be mobile, able to push/pull 50 pounds and lift objects up to 30 pounds. Must be able to stand or sit for prolonged periods, up to four hours. Must be able to perform such tasks as writing, filing, keyboarding, using a calculator, and other skills which require hand-eye coordination.

May be in constant contact with employees and the general public. Must be able to concentrate on fine details with occasional interruption and remember multiple assignments. Must be able to communicate in English and be understood clearly; hearing requirements include the ability to effectively interact with customers in person or by telephone.

May be exposed to dust, book mold and mildew, fluctuations in inside temperatures and electromagnetic radiation as in computer screens.

### **REQUIRED QUALIFICATIONS:**

High School graduate plus minimum of five years of experience demonstrating practical knowledge of library functions, services, terminology, techniques, procedures, and standard tools; or an LTA certificate and/or four (4) years of college and some library experience.

\*\*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.\*\*

**This description replaces job descriptions for Circulation Librarian, Branch Librarian I, Branch Librarian II, and Cataloger**

**Library Specialist** - With limited direction from a supervisory Librarian performs a variety of paraprofessional duties which involve knowledge/skills in such library functions as circulation, cataloging, ordering, or purchasing. Provides various library services to users; does related work as required.

Under the new job description series, the last three positions noted above will receive new titles. The old job titles will continue to be used as parentheticals for explanatory purposes regarding the nature of work assigned to each position. The new job titles will be used to align these positions with the new Library Job Description Series and establish a more equitable compensation structure based on the responsibilities assigned to each position. All three positions are existing budgeted positions.

I have also attached to this memorandum a spreadsheet that list all the full-time employees of the Library and positions they will be slotted into in the new job description series. The spreadsheet lists each employee's current and new job title and also current and new salary range, if applicable. Current incumbents whose salaries exceed the maximum of the position they are scheduled to be slotted into will have their salary red circled until such time as the salary range of their new position catches up to their current salary.

I recommend that the proposed library job description series be added to the Council agenda for the April 15, 2014 Council agenda for referral to the Personnel and Pension Subcommittee.

CC: Susan Hansen, Library Director

## TOWN OF EAST HARTFORD

**TITLE:** Librarian I

**GRADE:** 6

**DEPARTMENT:** Library

**DATE:**

### GENERAL DESCRIPTION:

Entry level professional position. Works under the general supervision of the Reference Librarian. Assists in providing reference services, outreach programs and interlibrary loans. Performs professional library services in assisting library patrons in the selection and use of both electronic and physical library materials.

### ESSENTIAL JOB FUNCTIONS:

- Receives oral or written directions from reference librarian or Library Administration
- Plans work according to established library procedures
- Establishes task priorities within work unit
- Assists in near term and long range planning
- Develops research materials through selection and purchase of books and materials
- Assist with updating library website and social media sites
- Prepares statistical reports as requested
- Opens and closes library building according to security procedures
- Assists with all library circulation functions as needed
- Provides instruction on technology skills
- Provides bibliographic instruction for print and electronic resources
- Design library displays to promote reading
- Contributes to brochures, newsletters and booklets that publicize library services and resources
- Performs readers advisory services

### ADDITIONAL JOB FUNCTIONS:

- Examines professional publications and other sources for selection of books, periodicals and other materials
- Attends meetings and participates in professional library organizations
- Assumes responsibility for reference services in absence of Reference Librarian

### KNOWLEDGE, SKILLS AND ABILITIES

- Ability to apply principles of library science to solve practical problems
- Ability to prepare and deliver reports of library services both orally and in writing
- Working knowledge of computer applications
- Ability to work effectively with library staff and patrons
- Ability to understand and use the library services provide by our integrated library systems
- Knowledge of basic research materials; substantial interpersonal skills; considerable oral and written communication skills

### **Work Environment**

Work is performed under the supervision of a Librarian II or designee in a public service or office setting which is subject to interruptions and background noise. Performs varied functions requiring judgment to ensure compliance with applicable departmental and town policies, procedures and methods.

Must be mobile, able to push/pull 50 pounds and lift objects up to 30 pounds. Must be able to stand or sit for prolonged periods, up to four hours. Must be able to perform such tasks as writing, filing, keyboarding, using a calculator, and other skills which require hand-eye coordination.

May be in constant contact with employees and the general public. Must be able to concentrate on fine details with occasional interruption and remember multiple assignments. Must be able to communicate in English and be understood clearly; hearing requirements include the ability to effectively interact with customers in person or by telephone.

May be exposed to dust, book mold and mildew, fluctuations in inside temperatures and electro-magnetic radiation as in computer screens.

### **Required Qualifications**

Master's Degree in Library Science from an accredited college; or comparable four-year degree combined with three years' professional experience in a public library setting.

\*\*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.\*\*

## TOWN OF EAST HARTFORD

**TITLE:** Librarian II - Reference Librarian/Cultural Assets Manager **GRADE:** 7

**DEPARTMENT:** Library

**DATE:** 03/13/2013

### GENERAL DESCRIPTION:

Works under the general supervision of the Library Director. Plans, organizes, and supervises the services and activities of the reference services division, including reference, community outreach programs and interlibrary loans and overseeing the management of East Hartford's cultural assets.

Independently performs a full range of duties involving the interpretation, conservation and exhibition of small and major historical museum collections. Performs professional library services in assisting library patrons in the selection and use of library materials.

### ESSENTIAL JOB FUNCTIONS:

- Receives oral or written directions from the Library Director.
- Plans work according to established library schedule or standard procedures.
- Establishes tasks priorities within working unit.
- Assigns regular and daily tasks to library assistants and clerks.
- Assists in near term and long range planning of library services.
- Develops reading, reference, and research materials through selection and purchase of books, materials and equipment.
- Maintains reference collections, periodicals, and coordinates activities with branch librarians to assure currency of materials.
- Coordinates interlibrary loan program.
- Promotes interest in library as a community resource by visiting and speaking to school, civic, cultural and social organizations.
- Oversees and prepares materials to promote library services.
- Plans and organizes special programs involving the use of library resources.
- Prepares brochures, new releases, bulletins, posters and other public relations materials to promote library services
- Recommends the employment, promotion and retention of employees within division.
- Regularly evaluates performance of staff members.
- Provides supervision and training to professional staff, library assistants, clerks, and part-time employees.
- Prepares statistical and narrative reports of some complexity for the Director.
- Recommends policy changes to the Director.
- Opens and closes library building according to security procedures.
- Reports achievement of goals to Director
- Performs research required for exhibition of cultural assets such as preparation of bibliographies or compilation of biographical information;



- Abstracts or summarizes historical sources materials relating to museum collections or exhibits; determines need for restoration work and prioritizes work, monitoring progress of contractors or preservation specialists engaged in repair or restoration of historic structures and museum artifacts;
- Accessions, registers and catalogs collection items and new acquisitions; organizes public educational programs such as school trips, tours, lectures and workshops to facilitate the public understanding of the collections;
- Prepares correspondence to interested groups and individuals concerning collections or exhibits; speaks before groups concerning museum and its collection;
- Identifies private and public sector grants and prepare grant applications for funding; seeks out individual sponsorships;
- Completes and maintains inventory of historical property and equipment; maintains master log and other computer record systems;
- Plans, designs and oversees collection exhibits;
- Assists in the development of brochures, newsletter, guides and publications; leads fundraising efforts by writing articles and publicity materials or attending civic meetings; oversees the creation and maintenance of the Cultural Assets Website;
- Establishes working relationships with funding sources, community groups, business community, government officials, and donors; networks throughout the local region to build up contacts to share information and resources and possible cost sharing partnerships and multi site exhibitions and events;
- Performs related work as required.

#### **ADDITIONAL JOB FUNCTIONS:**

- Assumes responsibility for direction of the library in the absence of the Assistant Director and Director.
- Examines professional publications and other sources for selection of books, periodicals, and other materials.
- Attends meetings and participates in professional library organizations.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Ability to apply principles of library science to solve practical problems in situations where only limited standardization exists.
- Ability to prepare and deliver brief, concise and attractive reports of library services and facilities both orally and in writing.
- A working knowledge of computer applications for library services desirable.
- Ability to work effectively with library staff and library patrons.
- Ability to relate to students.
- Ability to understand and implement modern automated library procedures including Connect circulation and bib maintenance, Internet, on-line and stand-alone CD-ROM products and databases, Request, OCLC products, E-Mail, WP5i, and PC applications.
- Considerable knowledge of American history with particular reference to social, cultural and technological trends as reflected in museum collections and themes;
- Considerable knowledge of methods used in cataloging, preservation, restoration and storage of historic collections;

- Knowledge of basic research materials; substantial interpersonal skills; considerable oral and written communications skills;
- Considerable ability to perform historic research;
- Considerable ability to prepare exhibits of museum collections; ability to utilize computer software;

**PHYSICAL AND MENTAL EFFORT, AND ENVIRONMENTAL CONDITIONS:**

- Works in office setting subject to continuous interruptions and background noise.
- Includes exposure to video display terminals on a daily basis.
- Ability to operate equipment requiring eye and hand coordination and mechanical aptitude.

**JOB QUALIFICATIONS**

- Master's Degree in Library Science from an accredited college, and three years of progressively responsible public Library experience.

**LICENSING REQUIREMENTS:**

None

\*\*The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.\*\*

## TOWN OF EAST HARTFORD

**TITLE:** Librarian II – Children's Librarian

**GRADE:** 7

**DEPARTMENT:** Library

**DATE:** 9/7/10

### GENERAL DESCRIPTION:

Works under the general supervision of the Library Director. Plans, organizes, and supervises library program for pre-school, elementary, and young adult library users. Performs professional library services in assisting library patrons in the selection and use of library materials.

### ESSENTIAL JOB FUNCTIONS:

- Receives oral or written directions from the Library Director.
- Plans and organizes work according to season of year, special events, and regular library schedule.
- Assigns work to library technical assistants, clerks and support staff.
- Develops and conducts programs for children and young adults to encourage reading, viewing and listening skills, and to use library facilities and materials.
- Examines professional publications and other sources for selection of books, periodicals, and related materials.
- Helps build collection of books, periodicals, and communication materials through consultation with Director, staff members, and independent selection.
- Assembles and arranges displays of books and other materials.
- Oversees the transfer of information in processing circulation, registrations, overdues and billings.
- Develops brochures, booklets, and newsletters to publicize the services and resources of the library.
- Prepares reading lists for school and community distribution
- Provides training and supervision to library assistants, clerks, and volunteers.
- Participates in the selections and evaluation of library support staff.
- Opens and closes library building according to security procedures.
- Prepares regular narrative and statistical reports for the Director.
- Reports goals achieved to the Director.

### ADDITIONAL JOB FUNCTIONS:

- Organizes programs and activities with school librarians, teachers, parent's groups, and community organizations.
- Conducts story-telling programs for pre-school children.
- Arranges programs using volunteers, artists, and others.
- Assumes responsibility for library in absence of Director and Assistant Director.
- Attends meetings and participates in professional library organizations.
- Performs general library work as needed.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Artistic skills used in creating posters, displays, etc. highly desirable.
- Ability to relate and interact with school and cultural organizations needed.
- Ability to prepare and deliver brief, concise and attractive reports of library services and facilities both orally and in writing.
- Ability to work effectively with library staff and patrons.
- Ability to understand and implement modern automated library procedures including Connect circulation and bib maintenance, Internet, on-line and stand-alone CD-ROM products and databases, Request, OCLC products, E-Mail, WP5i, PC applications, Kids Cat, and Macintosh computer.

### **PHYSICAL AND MENTAL EFFORT, AND ENVIRONMENTAL CONDITIONS:**

- Works in office setting subject to continuous interruptions and background noise.
- Includes exposure to video display terminals on a daily basis.
- Ability to operate equipment requiring eye and hand coordination and mechanical aptitude.

### **JOB QUALIFICATIONS**

- Master's Degree in Library Science, including course work in specialty and three years of library experience, including one year of supervisory experience, or equivalent experience.

### **LICENSING REQUIREMENTS:**

None

**NOTE:** The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

## TOWN OF EAST HARTFORD

**TITLE:**        Librarian III - Assistant Library Director

**GRADE:** 108

**DEPARTMENT:**    Library

**DATE:** 11/12/02

### **GENERAL DESCRIPTION:**

This is very responsible administrative work involving assisting in the direction of the library and supervising all major divisions of library services, including adult/young adult services, technical services and children's services.

Work involves the responsibility for assisting the Library Director in the day-to-day management of the library. Duties include policy recommendations and assisting in all aspects of library systems management. This position also has the responsibility for making difficult library technical and administrative decisions. The work requires that the employee have considerable knowledge, skill and ability in every phase of the public library field.

### **SUPERVISION RECEIVED:**

Works under the direction of the Library Director.

### **SUPERVISION EXERCISED:**

Supervises all library personnel in the absence of the Library Director and provides day-to-day direction and guidance.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Assists in planning and directing the goals, objectives and operations of the Town's library.
- Gathers and analyzes information on the effectiveness and efficiency of the library and recommends operating policies and procedures.
- Assists in the supervision of subordinate professional and clerical employees. Supplements employee training and the administration of personnel policies. Reviews and conducts employee performance evaluations. Schedules staff. Processes the payroll.
- Supervises the entire book processing operation. Coordinates the acquisition of new material. Organizes book sales. Develops Grant proposals. Inspects books set aside for discard by other Librarians.
- Maintains daily contact with staff regarding systems operations problems. Troubleshoots system equipment problems and provides guidance to system users. Conducts classes on library procedures for both staff and the public.
- Develops adult and children's programs. Responsible for public relations, promoting library activities, including displays and media releases. Participates in library programs, such as reading stories to children.
- Serves as the Library Director in the Director's absence.
- Assists director in preparation of annual budget.

- Maintains branch collections. Investigates ways to improve library services to the physically challenged and visually or hearing impaired patrons.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Considerable knowledge of the principles and practices of public library administration.
- Considerable knowledge of computer technology as it relates to public library functions.
- Considerable ability in oral and written communications.
- Considerable ability to administer the activities of a public library system and to supervise the work of others.
- Considerable ability to establish and maintain effective working relationships with superiors, coworkers, associates, officials of other agencies and the general public.

#### **QUALIFICATIONS:**

A master's degree in library science from an American Library Association accredited college or university, plus four years of progressively responsible library administration experience including at least one year in a supervisory capacity.

#### **SPECIAL REQUIREMENTS:**

Must have a valid Connecticut driver's license.

#### **TOOLS AND EQUIPMENT USED:**

Library computer system; personal computer, including word processing and database management software; calculator; copy and fax machine; phone; automobile.

#### **PHYSICAL AND MENTAL DEMANDS:**

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee must be able to read, analyze and interpret technical material and to effectively communicate with individuals and groups. This position requires the ability to solve practical problems and to apply technical principles and to deal with a variety of concrete variables.

**WORK ENVIRONMENT:**

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

Job duties are generally performed in an office environment with few, if any, disagreeable conditions. The noise level in the work environment is generally quiet.

**GENERAL GUIDELINES:**

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

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



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 7, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REFERRAL- 118 Main Street Property to the Real Estate Acquisition Committee

---

Attached is information about 118 Main Street, formerly referred to as Barry Lane that provides the history and maps of this property. Serge Gerasimov, owner of Burmax LLC located at 112-116 Main Street is interested in purchasing 118 Main Street from the town.

I would like to refer this property to the Town Council's Real Estate Acquisition and Disposition Committee for review and appropriate action. If approved, our Corporation Counsel Office will work with the committee to review valuation and disposition.

Please place on the Town Council agenda for the April 15, 2014 Town Council meeting.

Thank you.

C: E. Buckheit, Director of Development  
M. Walsh, Finance Director  
R. Gentile, Assistant Corporation Counsel



# OFFICE OF CORPORATION COUNSEL

Date : April 4, 2014

To : Mayor Leclerc

From : Richard Gentile



Re : 118 Main Street/Barry Lane

I have reviewed the attached correspondence. If you believe that the Town has no need for the described parcel of property (a portion of a former Town road, known as Barry Lane) you should forward this letter to Chairman Kehoe with a request to add it to the Town Council agenda as a referral to the Real Estate Acquisition and Disposition Committee. I will then work with the Committee to review valuation and possible disposition.

CC: John Choquette

# DUBIEL ASSOCIATES

SURVEYING - ENGINEERING - PLANNING - DESIGN

34 Connecticut Boulevard, East Hartford, CT 06108 860-528-9081

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

March 25, 2014

Dear Mayor Leclerc,

We are working with Serge Gerasimov, owner of Brumax, LLC, who, in 2008, purchased 112-116 Main Street, the property at the northeasterly corner of Main and Maple Streets. Recently, in an effort to expand the building and improve the parking and access to this site, Brumax also purchased the adjoining property to the north, 118 Main Street. As we began our research for the Surveying and Mapping of this site, we discovered a problem.

The history of these properties begins with the Fred H. Roberts Subdivision Map from 1926, Map No. 32 in the Town Clerk's office. The original description of No. 112-116 was Lots #1 and #2 on said Map, while No. 118 was Lot #3. These original Lots were bounded to the east by what was at that time shown as an unnamed road on said Roberts Map, and later referred to as Barry Lane. In or about 1957, presumably due to the impending construction of Connecticut Route 2, the Town of East Hartford abandoned Barry Lane, with the State of Connecticut taking the easterly half and the westerly half being made available to the two adjoining properties, No. 112-116 and 118 Main Street.

We have uncovered the deed to the transfer of the abandoned 25 foot by 110 foot portion of Barry Lane to the owner of No. 112-116 in Volume 262, Page 433 on March 26, 1957, but have been unable to find any evidence that the Town ever transferred ownership of the abandoned 25 foot by 50 foot portion of Barry Lane to any owner of No. 118, so it is our opinion that the Town of East Hartford still owns this small parcel.

Interestingly enough, while the Assessor's Tax Map correctly reflects the addition of the aforementioned abandoned portion to No. 112-116 (Assessor's Map 19, Lot 168), it also shows the addition of the other abandoned portion to No. 118 (Map 19, Lot 167), even though the Brumax deed, and all previous deeds, show No. 118 as being described as only Lot #3 of the original Subdivision Map and has no mention of the portion of the abandoned Barry Lane.

The only reason that Mr. Gerasimov purchased No. 118 was his desire to improve the vehicular access around the already successful commercial site at No. 112-116, as well as to hopefully

enlarge the existing building, and he purchased No. 118 under the impression that it included the abandoned Barry Lane portion, as shown on the Assessor's Tax Map. Although not impossible, these improvements will be much more difficult and constrained without this abandoned portion.

Fortunately, the logical solution to the problem is for Brumax to purchase this 25 foot by 50 foot portion from the Town of East Hartford. According to the Town Council Meeting Minutes, Barry Lane was completely abandoned in or about 1957, so that hurdle has apparently been crossed. This parcel is obviously too small to be a building lot and is completely landlocked, accessible only from the south by the easterly portion of No. 112-116, or from the west through No. 118, both properties being owned by Brumax. The parcel does not directly adjoin any other properties to the north or northwest, and, as Route 2 has a Non-Access Highway Line, no access is available from Route 2, and there is very little chance that the State of Connecticut has any interest in this parcel.

It has been suggested to us that, in an effort to streamline the process of purchasing this parcel from the Town, we should calculate a fair price for Brumax to pay for the parcel. Angela Antenello, the Town Council Clerk, was kind enough to look up some of the most recent transfers of abandoned property from the Town to private owners, and it would appear that there have not been too many in recent years. Here are three recent transfers from the Town to private owners:

1. 162 & 172 Greenwood Street (Assessor's Map No. 42, Lots 388 & 389)  
about 3300 sq. ft. for \$ 500 per parcel.
2. 92 & 102 Grande Road (Assessor's Map No. 65, Lots 341 & 342)  
about 2700 sq. ft. for \$ 300 per parcel.
3. 39 & 49 Christopher Court (Assessor's Map No. 38, Lots 160 & 161)  
about 3750 sq. ft. for \$ 500 per parcel.

Please note that all of these parcels have access to Town streets and are therefore not landlocked. Using these three examples, the relative value of the parcel adjoining No. 118 Main Street (25 ft. x 50 ft. = 1250 sq. ft.) is as follows:

Example 1:  $1250 / 3300 \times \$ 500 = \$ 189.39$

Example 2:  $1250 / 2700 \times \$ 300 = \$ 138.89$

Example 3:  $1250 / 3750 \times \$ 500 = \$ 166.67$

We did some additional research on the value of landlocked parcels and it was reported on a Property Assessment and Appraisal Website that the reduction in value of a landlocked parcel of property was in the area of 80%, which is initially surprising, but without any direct access, does seem to make sense. Using this supplementary information, we applied this to the relative values calculated above, using a slightly more conservative devaluation of 75%:

Example 1:  $\$ 189.39 / 75\% = \$ 47.35$

Example 2:  $\$ 138.89 / 75\% = \$ 34.72$

Example 3:  $\$ 166.67 / 75\% = \$ 41.67$

Average of the three:  $\$ 47.35 + \$ 34.72 + \$ 41.67 = \$ 123.74 / 3 = \$ 41.25$

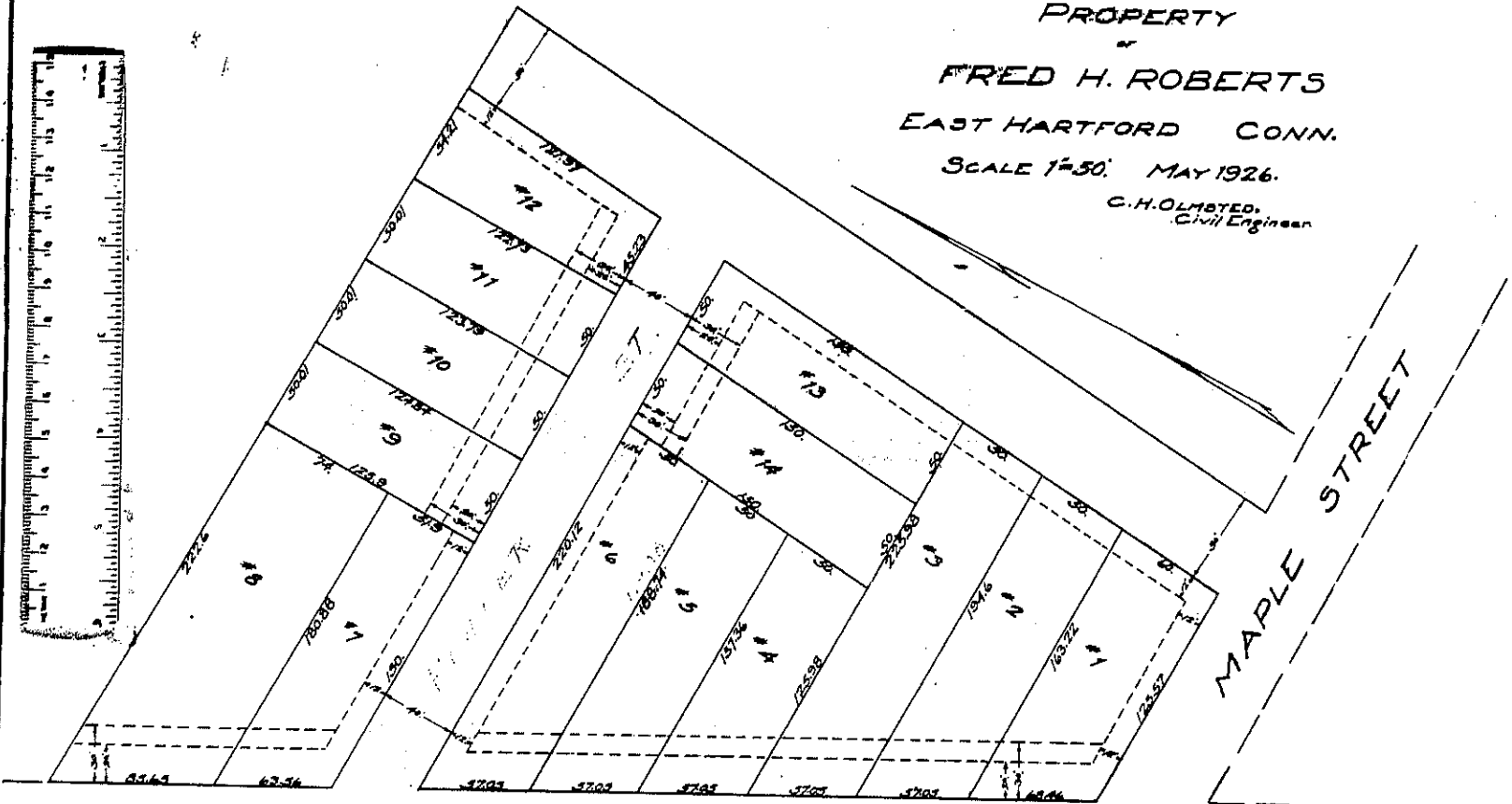
We therefore, respectfully, and based upon all of the best data that we could find, appraise the value of the adjoining abandoned portion of Barry Lane at \$ 50.00.

Thank you very much for your consideration and assistance in this matter and please feel free to contact me with any questions regarding any of this, as this appears to be uncharted waters for many of us.



Richard M. Walton, Connecticut Licensed Land Surveyor No. 16103  
Dubiel Associates, 34 Connecticut Boulevard, East Hartford, CT 06108  
860-528-9081 - richard\_m\_walton@sbcglobal.net

PROPERTY  
 OF  
**FRED H. ROBERTS**  
 EAST HARTFORD CONN.  
 SCALE 1"=50'. MAY 1926.  
 C. H. OLIVESTED,  
 Civil Engineer



**MAIN STREET**

**MAPLE STREET**

**BROAD STREET**

I HEREBY CERTIFY THAT THE ABOVE  
 MAP IS SUBSTANTIALLY CORRECT.

*C. H. Olivested*  
 CIVIL ENGINEER

TOWN CLERK'S OFFICE  
 East Hartford, Conn.

RECEIVED *June 8* 192*6*  
 2:20 P.M.  
 HANDED TO

*Wm. H. [Signature]*  
 Town Clerk

16

# Know All Men By These Presents

**That** the Town of East Hartford, a municipal corporation having its territorial limits within the County of Hartford, State of Connecticut, acting herein by JOHN W. TORPEY, President of the Town Council, duly authorized,

for divers good causes and considerations thereunto moving, especially for one(1.00) dollar received to its full satisfaction of

Joseph Godar, of the Town of Glastonbury, County of Hartford, State of Connecticut,

its successors and assigns have remised, released, and forever quit-claimed, and do by these presents, for itself, ~~and assigns~~ justly and absolutely remise, release, and forever **QUIT-CLAIM** unto the said

Joseph Godar

heirs and assigns forever, all such right and title as it the said Town of East Hartford have or ought to have in or to

a portion of Barry Street, in said Town of East Hartford, abandoned in accordance with a vote of the East Hartford Town Council at its meeting held September 18, 1956, said portion of Barry Street being more particularly bounded and described as follows:

The North bound is North line of other land of grantee, produced

Easterly 25 feet; East bound is former center line of Barry Street;

South bound is north side of Maple Street;

West bound is East line of other land of grantee.

Said parcel is twenty-five (25) feet wide East to West and one hundred and ten (110) plus or minus feet long North and South.










## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 7, 2014  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REFUND OF TAXES

---

I recommend that the Town Council approve a total refund of taxes in the amount of \$4,084.31 as detailed in the attached listing from our Collector of Revenue.

Please place on the Town Council agenda for the April 15, 2014 Town Council meeting.

Thank you.

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

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**INTEROFFICE MEMORANDUM**

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

**FROM:** IRIS LAURENZA, COLLECTOR OF REVENUE



**SUBJECT:** REFUND OF TAXES

**DATE:** 4/3/2014

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Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$4,084.31 Please see attached listing.

Bill	Name	Address	Prop Loc/Vehicle Info.	Over Paid
2012-02-0041990	EAST HARTFORD REALTY	36 LEIGHTON RD WELLESLEY MA 02482	1088 MAIN ST	-691.43
2012-03-0051367	APONTE NILDA L JOINT	233 ELLINGTON RD A/19 E HARTFORD CT 06108	1996//1GTGC29R1TE535381	-77.31
2012-03-0055522	CARPENTER VERONICA E	61 BARBONSEL E HARTFORD CT 06118 1904	2006//1ZVFT82HX65237042	-143.67
2012-03-0055882	CASTILLO JOSE E	48 RENTSCHLER STREET E HARTFORD CT 06118 2335	2007//2T1BR30E07C750607	-121.02
2012-03-0059107	DELAIRE WILLIAM	115 NUTMEG LN 101 E HARTFORD CT 06118 1218	2008//WBAWB33508P131605	-578.52
2012-03-0059965	DONLEN TRUST	2315 SANDERS RD NORTHBROOK IL	2010//2T3BF4DV4AW038896	-272.4
2012-03-0060211	DRURY ROBERT H OR	114 WESTERLY TER E HARTFORD CT 06118 3563	2011//5XYKUDA11BG018399	-18
2012-03-0060701	EASON GEORGE JR	103 CEDAR ST MANCHESTER CT 06040	1999//1G4CU521XX4640168	-84.2
2012-03-0062590	FOURNIER IRRIGATION LLC	33 STERLING RD E HARTFORD CT 06108 1665	2004//1FTSF31P24EB08553	-71.64
2012-03-0066528	HONDA LEASE TRUST	600 KELLY WAY HOLYOKE MA 01040 9681	2010//5J6RE4H79AL100481	-661.4
2012-03-0070878	LOPEZ ANTHONY	74 CENTRAL AVE APT D13 E HARTFORD CT 06108	2003//3VWVH69M53M146089	-116.52
2012-03-0079349	REMIGIO MICHELLE	34 KING CT ST E HARTFORD CT 06118 1806	2000//1HGEJ8143YL091599	-140.08
2012-03-0083123	SILVER JAMES M	235 GRANDE RD E HARTFORD CT 06118 2423	2005//1J4FA49S55P343821	-208.97
2012-03-0083935	SQUIRE VILLAGE ASSOC LP	PO BOX 280254 E HARTFORD CT 06128 0254	2007//1GCHK24K27E592440	-252.43
2012-03-0086156	UNITED CENTERLESS GRI OR	25 ROSENTHAL STREET E HARTFORD CT 06108 3429	2002//1GCHK29112E166473	-223.84
2012-03-0086629	VASQUEZ GISSELLE	31 COLLIMORE RD E HARTFORD CT 06108	1993//1N6SD11Y2PC437821	-23.58
2012-03-0088920	ZANIEWSKI MARIAN	26 OLMSTED ST E HARTFORD CT 06108 2254	2007//JTMBD33V475108883	-17.83
2012-04-0084954	MARTIN TONYKA	50DARTMOUTH DR E HARTFORD CT 06108 1426	2005//YV1CZ852251206475	-64.97

2012-04-0085296	MICHAUD TERESA M	87 CHRISTINE DR E HARTFORD CT 06108 2932	2002//1B3ES56C52D570281	-13.52
2012-04-0086100	PATMAN SHANTE RENEE	117 BEACON ST HARTFORD CT 06105 3907	1998//4S6CM58WXW4412602	-50.69
2012-04-0087857	TAYLOR VINCENT O JR	1323 BURNSIDE AVE C4 E HARTFORD CT 06108 1545	2000//4S3BH686XY7648719	-137.32
2012-04-0088388	VIERA SONIA M JNT	40 EVANS AVE E HARTFORD CT 06118 2610	2006//3VWPG71K76M754390	-114.97
<b>TOTAL Refunds:</b>				<b>-4,084.31</b>

MARCIA A. LECLERC  
MAYOR

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

TELEPHONE  
(860) 528-4401

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

To: Mayor Leclerc

From: Chief Sansom

Date: March 31, 2014

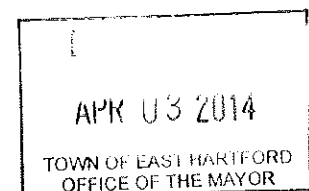
Re: **Amusement Permit Application**  
**“Gengras H-D Spring Open House & Demo Days”**

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

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



Scott M. Sansom  
Chief of Police



MARCIA A. LECLERC  
MAYOR

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

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March 31, 2014

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

**Re: Outdoor Amusement Permit Application -  
"Gengras H-D Spring Open House and Demo Days"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **Gengras Motor Cars, Inc. by Hannah Gavin, its Events Coordinator**. The applicant seeks to conduct a Spring Open House and Harley-Davidson Demo Days. Riders will have the opportunity to take test rides and the event will also feature music, food, sales and vendors. The weekend event will be held at **221 Governor Street**, on the following days and times in **2014**:

<b>Saturday, May 10</b>	<b>9AM – 5PM</b>	<b>Music 11AM – 3PM</b>
<b>Sunday, May 11</b>	<b>9AM – 3PM</b>	<b>Music 11AM – 3PM</b>

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 **Office of Corporation Counsel** approves the application as submitted.

The **Health Department** recommends approval provided that appropriate applications for temporary food service permits are submitted the Health Department at least two (2) weeks prior to the event. It further states there are **no anticipated costs to the Department for this event**.

The **Parks & Recreation, Fire and Public Works Departments** approve the application as submitted and **states there are no anticipated costs to their Departments for this event**.

The **Risk Management Department** states that a Certificate of Insurance for One (1) Million Dollars general liability will be required. The Town of East Hartford must be named and endorsed on the general liability policy as additional insured for the two (2) day open house.

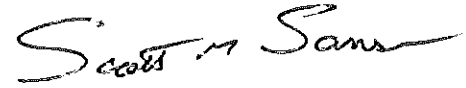
The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- The Police Department can provide adequate police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.

- **There are no anticipated costs to the Department for this event.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Sansom". The signature is written in a cursive style with a large initial "S" and a long horizontal flourish at the end.

Scott M. Sansom  
Chief of Police

Cc: Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclere  
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:  
**Gengras Harley-Davidson Spring Open House & Domo Days**
2. Date(s) of Event:  
**Saturday May 10th & Sunday May 11th**
3. Applicant's name, home & work phone numbers, home address, and e-mail address:  
**Gengras Motor Cars, Inc.  
300 CT Blvd, East Hartford, CT 06108  
By: Hannah Gavin, Events Coordinator Home: 860-987-7012 Work: 860-528-7200  
1736 Exeter Road Lebanon, CT 06249 hgavin@gengras.com**
4. If partnership, corporation, club, or association, list names of all partners or officers and business address.  
**Skip Gengras, Chip Gengras, Jonathon Gengras, Gengras Motorcycles Inc.,  
300 Connecticut Blvd, East Hartford CT 06108**
5. List the location of the proposed amusement: (Name of facility and address)  
**Gengras Harley-Davidson/Gengras Motorcycles, 221 Governor Street, East Hartford CT  
06108**
6. List the dates and hours of operation for each day (if locations changes on a particular day, please list):  
**Saturday May 10th 9:00 A.M.- 5:00 P.M.  
Sunday May 11th 9:00 A.M.-3:00 P.M.**
7. Provide a detailed description of the proposed amusement:  
**Harley Demo Truck brings in demo bikes for customers to test ride. Sales  
incentive for retail store. Band on Saturday 11a-3p**
8. Will Music or Other Entertainment Be Provided Out-Of-Doors?  
Yes
  - n. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?  
**Saturday, 11a-3p during normal hours of operation**



9. What is the expected age group(s) of participants?  
**Ages 16 and up for the demos, all ages for open house**

10. What is the expected attendance at the proposed amusement:  
(If more than one performance, indicate time / day / date and anticipated attendance for each.)  
**May 10<sup>h</sup> 250 people May 11th 200 people**

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:

**Due to Processes in place, crowd impact will be minimal. Gengras Harley-Davidson provides ample car and motorcycle parking on premises and across the street at Gengras Chrysler Dodge & Jeep.**

b. Traffic Control and Flow Plan at Site & Impact on Surrounding / Supporting Streets:

**We anticipate no impact for local street traffic as we will be immediately directing attendees to the appropriate lots. Also, we are easily accessible from Main Street, Governor Street, Connecticut Blvd, I-84, and Rte. 2. Customers will have several travel options to arrive at the dealership.**

c. Parking Plan On Site & Impact on Surrounding / Supporting Streets:

**There will be little to no impact is anticipated for surrounding streets. Staff will be directing traffic to appropriate lots for parking.**

d. Noise Impact on Neighborhood:

**Noise impact will be minimal. Gengras Motorcycles is located in a commercial building zone where Gengras Motor Group businesses are located. Neighboring businesses or homes will not be affected.**

e. Trash & Litter Control Plan for the Amusement Site and Surrounding Community During and Immediately After the Proposed Amusement:

**Gengras Harley-Davidson and Hartford H.O.G. Staff will be responsible for trash disposal.**

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:

**Entrances will be kept clear in case of emergency. Also a fire/emergency lane will remain open throughout the event.**

b. Provisions for Notification of Proper Authorities in the Case of an Emergency:

**Multiple on-site phones will be available in case of an emergency.**

c. Any Provision for On-Site Emergency Medical Services:

**None**

d. Crowd Control Plan:

**Rides will be leaving on a set schedule so crowd control will not be an issue. There will be designated areas for waiting for the next ride. Event staff members will be briefed in case of a crowd control issue.**

e. If on Town Property, the Plan for the Return of the Amusement Site to Pre-Amusement Condition:

**N/A**

f. Provision of sanitary facilities:

**In addition to on site restrooms, we will provide 2 port-o-lettes.**

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

Food available **Yes** AND **Yes** contact has been made with the East Hartford Health

Department

14. Does the Proposed Amusement Involve the Sale and/or Provision of Alcoholic Beverages to Amusement Attendees,

**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:

[Handwritten Signature]

(Applicant Signature)

Hannah Gawn

(Printed Name)

3/13/14

(Date Signed)

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

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Carey Jones

Employee Number: 9019

Date & Time Signed: 3/17/14

7:30 AM ~~PM~~

Time remaining before event: 30<sup>+</sup> days.

Fire Dept



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **May 10 & 11, 2014**

Event: **Gengras H-D Spring Open House & Demo Days**

Applicant: **Gengras Motor Cars, Inc. by Hannah Gavin, its Events Coordinator**

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

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

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

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

William Perez, Assistant Fire Chief

March 31, 2014

Signature

Date

Comments:



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

Administrative Review of Amusement Permit

Event Date: May 10 & 11, 2014

Event: Gengras H-D Spring Open House & Demo Days

Applicant: Gengras Motor Cars, Inc. by Hannah Gavin, its Events Coordinator

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 \$ \_\_\_\_\_

Michael J. O'Connell  
Signature

3/17/14  
Date

Comments:

Approval recommended provided that appropriate applications for temporary food service permits are submitted to the Health Dept. at least two weeks prior to the event.



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

**Administrative Review of Amusement Permit**

Event Date: **May 10 & 11, 2014**  
Event: **Gengras H-D Spring Open House & Demo Days**  
Applicant: **Gengras Motor Cars, Inc. by Hannah Gavin, its Events Coordinator**

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$0.00

*Ted Fravel*  
Signature

*3/31/14*  
Date

Comments:

**Frank, Carol**

---

**From:** Milkove, Tess  
**Sent:** Monday, March 17, 2014 9:36 AM  
**To:** Frank, Carol  
**Cc:** Bockus, Tim  
**Subject:** RE: Gengras H-D Open House & Demo Days

Carol,

I have reviewed this application and Pursuant to Town Ordinance 5.3. I recommend that the application be approved.

There are no anticipated costs to the department.

Tess Milkove, PE  
Assistant Director of Public Works  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Phone 860 291 7365  
Fax (860) 291-7370

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 8:47 AM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
**Subject:** Gengras H-D Open House & Demo Days

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Monday, March 31, 2014. Thank you.

If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Corp Counsel

**Frank, Carol**

---

**From:** Gentile, Richard  
**Sent:** Tuesday, March 18, 2014 9:05 AM  
**To:** Frank, Carol  
**Subject:** RE: Gengras H-D Open House & Demo Days

No comments or concerns

---

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 08:47  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
**Subject:** Gengras H-D Open House & Demo Days

Good morning all.

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If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

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



**Frank, Carol**

---

**From:** Bennett, Cindy  
**Sent:** Monday, March 17, 2014 8:54 AM  
**To:** Frank, Carol  
**Subject:** RE: Gengras H-D Open House & Demo Days

Gengras will have to submit an ins. Certificate for 1 M general liability naming and endorsing on the policy the Town of EH as an additional insured for all liabilities associated with the 2 day open house.

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 8:47 AM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
**Subject:** Gengras H-D Open House & Demo Days

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

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If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

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

PD

**Frank, Carol**

---

**From:** DeMaine, Michael  
**Sent:** Tuesday, March 18, 2014 8:07 AM  
**To:** Frank, Carol  
**Subject:** RE: Gengras H-D Open House & Demo Days

Carol,

I see no issue with this event. We should be able to cover it with extra attention.

Sergeant Michael DeMaine  
Public Information Officer/ Special Events  
East Hartford Police Department  
31 School Street  
East Hartford, CT 06108  
Office (860)291-7583  
Fax (860)289-1249  
[mdemaine@easthartfordct.gov](mailto:mdemaine@easthartfordct.gov)

-----Original Message-----

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 08:47  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
**Subject:** Gengras H-D Open House & Demo Days

Good morning all.

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If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631

Insp. & Permits

**Frank, Carol**

---

**From:** Grew, Greg  
**Sent:** Tuesday, March 18, 2014 3:19 PM  
**To:** Frank, Carol  
**Subject:** RE: Gengras H-D Open House & Demo Days

Carol:

Per Ordinance 5-3 my review and approval is not required. Permits may be required for temporary installations of tents or electrical.

Regards,  
Greg Grew

MILTON GREGORY GREW, AIA  
Director of Inspections & Permits  
(Building / Zoning / Property Maint.)  
TOWN OF EAST HARTFORD  
740 Main Street  
East Hartford, CT 06108  
Direct (860) 291-7345  
Mobile (860) 874-8034  
[www.easthartfordct.gov](http://www.easthartfordct.gov)

---

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 8:47 AM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
**Subject:** Gengras H-D Open House & Demo Days

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

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If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank

MARCIA A. LECLERC  
MAYOR

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

TELEPHONE  
(860) 528-4401

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

April 1, 2014

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

**Re: Outdoor Amusement Permit Application -  
"2014 Memorial Day Parade"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **The East Hartford Patriotic Commission** by **Margaret A. Byrnes, its Chairperson**. The applicant seeks to hold the Town's annual **Memorial Day Parade on Monday, May 26, 2014** between the hours of **9:30 AM to noon with music during the same hours**. The parade route will begin by going west on Burnside Avenue beginning at Long Hill Street, to Hillside St., then south on Hillside Street to its conclusion at the Hillside Cemetery.

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

The **Offices of Corporation Counsel and Finance** along with the **Fire, Health and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for this event**.

The **Health Department** approves the application as submitted and states that **there is no anticipated cost to the Department** associated with this event.

The **Public Works Department** approves the application as submitted subject to the following:

- The applicant shall obtain a Highway Use Permit from the DOT District 1 Office for the closure and detour of Burnside Avenue (Route 44).
- The applicant shall coordinate the placement and removal of barricades and signs with the Department of Public Works and Park Maintenance.
- **The anticipated cost to the department for this event is \$3,500.00.**

The **Police Department** can supply adequate police protection with the hiring of additional police personnel for the conduct of this activity and offers the following comments:

- The proposed route requires the establishment of two (2) complex detour routes. This will require employing approximately thirty-five (35) Police Officers to establish and maintain the parade route and traffic detours. The majority of these Officers will be provided through overtime hiring.

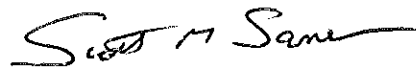
- **Anticipated cost to the Department for this event is \$15,000.00.**
- The applicant has made or will make application to the State Traffic Commission for the necessary road closure permit for Route 44 (Burnside Avenue) and to the Town's Director of Public Works for Hillside Street. It is anticipated that these permits will be approved.
- The necessary prohibition of all vehicles on the parade route (Burnside Avenue between Long Hill and Hillside Streets and between Hillside and Roberts Streets) will severely disrupt the traffic flow in the vicinity. This prohibition is anticipated to be for a period of approximately 3.5 hours. Alternative routes to most intersecting streets are available. It should be noted that during the road closure period, vehicles will not be allowed to exit or enter onto Burnside Avenue from the following streets:

Bidwell Street	Moore Avenue
Church Street	Price Court
Elmer Street	School Street
Francis Street	Scotland Road
Hanmer Street	Terry Street
Howard Court	Williams Street
Larrabee Street	Wind Road

- The posting of temporary NO PARKING signs and the placement of temporary traffic barricades and over numerous detour signs will be accomplished by the Public Works Department. These signs and barricades facilitate the closing of the parade route. Because of the complexity and scope of this task, it will be necessary to establish early detours, and close the parade route to vehicles well in advance of the actual parade obstruction.
- During the parade, access to the area for emergency vehicles will continue to be provided. Police personnel equipped with two-way radios are stationed along the parade route at strategic locations. Should access by emergency vehicles be necessary, the parade is halted, and marking units shifted to one side of the street, thereby allowing for the safe passage of emergency vehicles and personnel.
- No vehicles will be permitted inside Hillside Cemetery. It will be necessary for parade route vehicles to be parked on side streets in the area of Roberts Street.

Respectfully submitted for your information.

Sincerely,



Scott M. Sansom  
Chief of Police

Cc: Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

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



Scott M. Sansom  
Chief of Police

## OUTDOOR AMUSEMENT PERMIT APPLICATION

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

1. Name of Event:

Memorial Day Parade

2. Date(s) of Event:

Monday, May 26, 2014

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):

EH Patriotic Commission  
c/o Margaret Byrnes,  
57 GARDNER ST, EAST HARTFORD, CT  
860 528-3271

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.

EAST HARTFORD PATRIOTIC COMMISSION 740 MAIN ST E.H.R.T.

- See Attached

5. List the location of the proposed amusement: (Name of facility and address)

Burnside Ave to Hillside

6. List the dates and hours of operation for each day (if location changes on a particular day, please list):

May 26, 2014 9:30 AM to Approx 12 noon

7. Provide a detailed description of the proposed amusement:

Marchers and Musicians along the "Route"

Fourth District Convention Delegates – 2014

State Convention – May 16

Melody Currey	14 Martin Circle	860 568-5584
Linda Russo	235 East River Drive	860 582-8222
Stephen Watkins	11 Phillips Farm Rd	860 305-2312
Alternate - Marc Weinberg	514 Silver Lane	860 568-2910

State Senate – May 19

Virginia Lynch	77 Chapel Street	860 528-5866
Mary Manns	74 Lawrence St.	860 895-9567
Margaret Byrnes	57 Garvan St.	860-528-3271

Alternate – Melody Currey 14 Martin Circle 860 568-5582

Congressional Conventional – May 14

Margaret Byrnes	57 Garvan St.	860 528-3271
Rosalie Tavtigian	93 Chapel St.	860 289-3094
Virginia Lynch	77 Chapel St.	860 528-5866

Alternate – Melody Currey 14 Martin Circle 860 568-5584

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)?

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

*In fact to elderly audience a long*

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

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

*Hopefully, many people*

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:

*See parade book at Headquarters*

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

*h*

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

*h*

d. Noise impact on neighborhood:

*h*

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

*h*

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

*h*

g. Other expected influence on surrounding neighborhood:

*h*

12. Provide a detailed plan for the following:

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

*h*

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

*h*

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

*h*

d. Crowd control plan:

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

*h*

f. Provision of sanitary facilities:

*h*

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:

Margaret A. Byrnes Chair person  
(Legal Name of Applicant)

Margaret A. Byrnes  
(Applicant Signature)

Margaret A. Byrnes  
(Printed Name)

3/9/14  
(Date Signed)

Chair person  
(Capacity in which signing)

---

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

Employee Number. 9019

Date & Time Signed: 3/17/14 7:31 AM ~~PM~~

Time remaining before event: 30<sup>+</sup> 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.



Health Dept



Scott M. Sansom  
Chief of Police

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



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **May 26, 2014**

Event: **Memorial Day Parade**

Applicant: **The East Hartford Patriotic Commission by Margaret A. Byrnes,  
its Chairperson**

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

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

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

Anticipated Cost(s) if known \$ 0

Michael J. O'Connell 3/17/14  
Signature Date

Comments:

*Parkes + Rice*



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
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(860) 528-4401



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its Chairperson**

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

- X     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
- X     Parks & Recreation Department
- Public Works Department
- Corporation Counsel
  
- Anticipated Cost(s) if known \$0.00

*Fred Fravel*

Signature

*3/31/14*

Date

Comments:

**Frank, Carol**

---

**From:** Milkove, Tess  
**Sent:** Tuesday, March 18, 2014 9:23 AM  
**To:** Frank, Carol  
**Cc:** Bockus, Tim  
**Subject:** RE: Memorial Day Parade

Carol,

I have reviewed this application and Pursuant to Town Ordinance 5.3. I recommend that the application be approved subject to the following conditions:

1. The applicant shall obtain a highway use permit from the DOT District 1 office for the closure and detour of Burnside Avenue (Route 44).
2. The applicant shall coordinate the placement and removal of barricades and signs with the Department of Public Works and Park Maintenance.

Anticipated cost to the department for this event is \$3,500.

Tess Milkove, PE  
Assistant Director of Public Works  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Phone 860 291 7365  
Fax (860) 291-7370

---

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 8:46 AM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
**Subject:** Memorial Day Parade

Good morning all.

Attached please find the Outdoor Amusement Permit Application, parade route confirmation and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Monday, March 31, 2014. Thank you.

If you should have any questions, please feel free to contact me.

Regards

Corp Counsel

**Frank, Carol**

---

**From:** Gentile, Richard  
**Sent:** Tuesday, March 18, 2014 9:03 AM  
**To:** Frank, Carol  
**Subject:** RE: Memorial Day Parade

No comments or concerns

---

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 08:46  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
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If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

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

*Risk Mgmt Review*

**Frank, Carol**

---

**From:** Bennett, Cindy  
**Sent:** Monday, March 17, 2014 8:55 AM  
**To:** Frank, Carol  
**Subject:** RE: Memorial Day Parade

The town insurance commission falls under the Town liability program and will not need to submit an insurance certificate. thanks

**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 8:46 AM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
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Regards

Carol A. Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

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



Insp. & Permits

**Frank, Carol**

---

**From:** Grew, Greg  
**Sent:** Tuesday, March 18, 2014 3:20 PM  
**To:** Frank, Carol  
**Subject:** RE: Memorial Day Parade

Carol:

Per Ordinance 5-3 my review and approval is not required. Permits may be required for temporary installations of tents or electrical.

Regards,  
Greg Grew

MILTON GREGORY GREW, AIA  
Director of Inspections & Permits  
(Building / Zoning / Property Maint.)  
TOWN OF EAST HARTFORD  
740 Main Street  
East Hartford, CT 06108  
Direct (860) 291-7345  
Mobile (860) 874-8034  
[www.easthartfordct.gov](http://www.easthartfordct.gov)

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**From:** Frank, Carol  
**Sent:** Monday, March 17, 2014 8:46 AM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Milkove, Tess; O'Connell, Michael; Perez, William; Rosa, Kenneth; Sansom, Scott; Stokes, Gloria; Thurnauer, Beau; Uhrig, Jim  
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If you should have any questions, please feel free to contact me.

Regards

Carol A. Frank



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 11, 2014  
TO: Richard F. Kehoe  
FROM: Mayor Marcia A. Leclerc   
RE: Bid Waiver-EHFD Radio Communication Program

---

The attached is a memo from Fire Chief John Oates requesting that a bid waiver be granted under the terms of the Town of East Hartford's Code of Ordinances Section 10-7(c) to complete the fire department's grant-funded radio system upgrade.

Please place this on the Town Council agenda for April 15, 2014 meeting.

Thank you.

C: John Oates, Fire Chief

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD  
31 School Street – Fire Headquarters


Telephone  
(860) 291-7400  
FAX (860) 282-9706

FIRE DEPARTMENT  
JOHN H. OATES  
FIRE CHIEF

East Hartford, Connecticut 06108

April 11, 2014

TO: Mayor Marcia A. Leclerc

FROM: John H. Oates, Fire Chief 

RE: Request for bid waiver for Radio Communication Project

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I request a bid waiver to complete our grant-funded radio system upgrade.

As you are aware, the fire department received \$323,600.00 in grant funds to improve fire ground radio communications. When complete, this project will improve firefighter and citizen safety and increase the effectiveness of our radio communication system.

A portion of the project entails placing a microwave dish and associated equipment on a communications tower located on Hills Street in East Hartford.

In order to ensure the department meets a very tight period of performance requirement for the grant, we wish to utilize McPhee to do certain work on our behalf. That work includes a concrete pad and electrical connection for our equipment. Our original intent was to have the contractor for most of the project, NECS complete this work. This work is largely beyond the scope of their core business (radio and communication systems). To address the need, we looked to the site contractor to fulfill the requirements. The site contractor, chosen after a bidding process by the owner of the communications tower, is McPhee Electric, Incorporated. The total cost of that work is \$21,022.00, which is over the \$10,000 limit for professional services set by ordinance

Use of McPhee to conduct this work, enables the following:

- Permits the project to be completed within the grant's period of performance.
- Streamlines the effort by using a contractor already in place for the project.
- Accomplishes the work in concert with other work on site, increasing efficiency.

I have attached the scope of work quoted by McPhee. Funds for this work are included, and available, within the grant award.

Please contact me if you require additional information or have any questions.



McPhee Electric, Ltd.  
505 Main Street  
Farmington, CT 06032  
Phone 860.677.9797  
Fax 860.674.9385  
www.mcpheesa.com  
License Number E1-125222

East Hartford Fire Department  
116 Graham Road  
East Hartford CT 06118

Attn: Bob Merski  
Site ID: MCM ~ East Hartford ~ Mono-Pine  
McPhee Job# EO-8409

McPhee Electric Ltd. is please to provide this proposal to supply the labor and material at the above referenced location.

This proposal is based upon drawings T-1, R-1, SP-1, A-1, C-1, C-2, S-1, S-2 & N-1, by All Point Technology Corp and dated 11/15/13.

Our proposal shall include the following:

- Coordinate with NU and apply for town meter
- Furnish and install 100-amp breaker in meter center
- Excavation, backfill for conduits, grounding and equipment pad
- Form and pour concrete equipment pad
- Furnish and install utility power conduit and wire from meter center to equipment pad
- Furnish and install telephone conduit from DEMARK to equipment pad
- Furnish and install #2 ground ring around equipment pad, install two (2) ground bars, interconnect into existing ground ring and ground test
- Terminate electric, telephone and ground in town installed LTEE-A equipment
- Furnish and install ice bridge from LTEE-A equipment to tower
- Furnish and install 60-amp fusible disconnect with 50-amp fuses at AT&T generator
- Modify AT&T generator to incorporate Town feed
- Furnish and install power conduit and wire from AT&T generator to LTEE-A
- Modify LTEE-A panel to accept generator power feed\*\*\*\*( *this will provide manual transfer option of generator feed during power outage*)

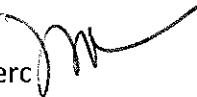
**Total cost of this**

**\$17,463.00**





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 11, 2014  
TO: Richard F. Kehoe  
FROM: Mayor Marcia A. Leclerc   
RE: Riverfront Recapture Management Agreement

---

As the attached memo from Attorney Richard Gentile indicates, the Town's agreement with Riverfront Recapture (RRI) for the management of Great River Park expired on December 31, 2013. The Town and RRI have not yet renewed the agreement. Due to the event season beginning in May, and RRI negotiations with the MDC taking longer than expected, I am requesting the Town Council authorize the Mayor to execute the attached agreement that contains the same general terms as those contained in the agreement that expired on December 31, 2013. This proposed agreement with Riverfront Recapture, Inc. expires on December 31, 2014.

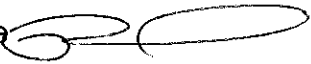
Richard Gentile, Assistant Corporation Counsel for the Town of East Hartford will be available to answer any questions that evening regarding this agreement.

Please place this on the Town Council agenda for April 15, 2014 meeting.

Thank you.

C: Atty. Richard Gentile

# OFFICE OF CORPORATION COUNSEL

Date : April 11, 2014  
To : Mayor Marcia Leclerc  
From : Richard Gentile   
Re : Riverfront Recapture

The Town's agreement with Riverfront Recapture ("RRI") for the management of Great River Park expired on December 31, 2013. The Town and RRI have not yet renewed the agreement. This was due, in part, to RRI's ongoing negotiations with the MDC. As you know, RRI has historically relied on the MDC to provide funding, and a workforce, for RRI's maintenance responsibilities under its agreement with the Town.

With RRI's event season on the horizon, and negotiations with the MDC taking longer than expected, it makes sense for the Town and RRI to enter into a short term contract that will memorialize RRI's rights to manage the riverfront and hold events there. I am suggesting that the Council authorize you to enter into the attached agreement. The agreement contains the same general terms as those contained in the agreement that expired on December 31, 2013. It does, however, recognize the MDC Service Agreement issues (revisions are shown). This proposed agreement will expire on December 31, 2014 and should give RRI enough time to resolve outstanding issues with the MDC. I suggest the following motion:

MOVE: that the Council authorizes Mayor Marcia A. Leclerc to execute a certain agreement between Riverfront Recapture, Inc. and the Town, entitled Riverfront Recapture, Inc. Management Services Agreement, which contract, unless renewed by this Council, will terminate on December 31, 2014.

**RIVERFRONT RECAPTURE, INC.,**  
**MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement ("Agreement") is entered into between Riverfront Recapture, Inc. ("RRI"), a Connecticut non-profit corporation, and the Town of East Hartford ("Town"), a municipal corporation, as of this 1<sup>st</sup> day of January, 2014.

Formatted: Superscript

WHEREAS RRI and the Town wish to provide access to RRI and to its contractors to the land of the Town along the banks of the Connecticut River and designated by the Town, generally consisting of Great River Park and the water rights of the Town attendant thereto (the "Park"); and

WHEREAS RRI and the Town wish to generate active and passive uses of the Park for the general public;

WHEREAS RRI and the Town wish to implement the cooperative management, maintenance, operation and promotional use of the Park;

WHEREAS RRI and the Town wish to promote management goals of high standards, simplicity, flexibility, entrepreneurship, and a stable base of adequate revenue;

WHEREAS, the Town will retain its existing authority over the Great River Park while working in a cooperative agreement with RRI to enhance our vision for the park and to implement that vision.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and of other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE ONE**

1.1 **Designation of Parkland.** Any reference to "the Park" shall include the land along the banks of the Connecticut River owned by the Town and described in *Exhibit A*, together with any water rights of the Town attendant to such land.

1.2 **Access.** The Town hereby provides access to the Park within its boundaries to RRI, including contractors of RRI and concessionaires of RRI. The Town agrees to take such action as may be appropriate to ensure that RRI, its contractors and concessionaires, and the public have sufficient access to the portions of the Park located within the boundaries of the Town to enable RRI and its contractors and concessionaires to carry out the provisions of this Agreement and to promote the use of the Park by the general public.



1.3 Management Agent. The Town engages RRI as the contractor for the Town in conducting RRI's duties under this contract. As the Town's agent, RRI will (1) provide, or engage others to provide, enhanced maintenance service as set out in 2.1 for the Park; (2) assist in planning & developing the Park; (3) schedule and supervise activities and events in the Park and (4) perform such other duties as set out in this agreement. In consideration for such services to the Town, the Town will (1) Provide such future contributions, if any, as may be approved by the Town as part of its annual budget process; (2) grant authorization to establish concessions and collect and retain such concession fees; and (3) grant authorization to collect and retain Town approved boat launch fees.

## ARTICLE TWO

2.1 Maintenance Services. In lieu of RRI performing its duties through its organization, RRI may contract with the Metropolitan District Commission ("MDC") via a service agreement -to provide park the maintenance services. RRI has entered, or is about to enter into an agreement with the MDC (the "MDC Service Agreement") to perform some or all of the following maintenance services: (i) grounds maintenance and ordinary repairs, including, but not limited to, landscaping, lawn care, mowing, pruning, fertilizing, sweeping, cleaning, snow and ice removal from paths and roadways and such other maintenance as is necessary to maintain high safety and aesthetic standards; (ii) periodic flood cleanup; (iii) graffiti removal; (iv) regular trash collection, including the provision of trash disposal and recycling receptacles and periodic litter collection; (v) portable sanitation services; (vi) dock storage facilities, maintenance of docks and dock facilities, and equipment and harbor management, including, but not limited to boat ramp maintenance, offshore moorings, dock maintenance, and work boat operation; (vii) ordinary maintenance and repairs (but not including replacement or major structural repairs as such replacement or major structural repairs shall not be the responsibility of RRI and shall be conducted at the option of the Town through its regular appropriation and capital improvements process) to bridges, docks, platforms, decks, amphitheatres, paths, roadways, and other capital facilities; (viii) equipment and materials necessary to provide the services, and equipment maintenance; (ix) park ranger services, such as walking, bike or cart patrols, notification of emergency services, radio contact with police and fire officials for emergency assistance only, and public information and assistance. To the extent that the MDC Service Agreement does not require that the MDC perform any service set forth above, or, if the MDC fails to perform any service required under the MDC Service Agreement, RRI shall not have any responsibility for such service except in the event that RRI is able to obtain funding and/or services in kind from other sources to enable RRI to perform, or engage others to perform, such service.

### 2.2 Management and Promotional Responsibilities.

a. RRI shall promote, organize and implement, directly or by contract, recreational activities and other events, such as community rowing, regattas,

fishing tournaments, a July 4th riverfest, concerts, festivals, riverfront rangers, canoe trips, bike tours and cooperative programming with towns.

b. RRI shall promote, organize and implement, directly or by contract, concessions and attractions, such as cruise boats, water taxis, "duck" tours, food vendors, marinas, boat rentals, a seasonal sit-down restaurant, a riverboat restaurant, tall ships and private events.

c. RRI shall promote, organize and implement, directly or by contract, marketing, promotion and fundraising, such as solicitation of event sponsorships, friends of the river, grant seeking, major gifts, capital campaigns, advertising and promotion of the Park as a tourist destination and business opportunity.

d. RRI shall promote, organize and implement, directly or by contract, harbor management, such as boat ramp maintenance, offshore moorings, dock maintenance and work boat operation.

e. Notwithstanding the language of paragraphs a-d above, RRI's obligations under this Section 2.2 shall not extend beyond those obligations for which RRI has adequate funding.

2.3 Planning and Development of the Park. RRI agrees to continue to cooperate with and assist the Town in the planning and development process for the Park, including capital improvements. The Town shall retain control over future development and planning and zoning matters with respect to the portions of the Park within its boundaries. RRI shall participate with the Town in (i) planning for additions to the Park and for new or expanded Park facilities, and (ii) to develop procedures for planning and implementing capital improvements to the Park.

a. Any development proposed by RRI shall be subject to obtaining the Town's consent and approval and any required municipal land regulatory approvals by local, state and federal agencies.

b. The Town will not initiate zoning or planning or other regulation changes which would affect the Park (or land to be proposed for inclusion in the Park) without first notifying RRI of the proposal and offering RRI opportunity to comment on the proposal.

c. The Town may develop and pay for any Park facilities, but the Town will not implement any such facilities without first notifying RRI of the proposal and offering RRI the opportunity to comment on the proposal.

d. Any proposal by RRI to develop Park facilities in the Town be formulated in cooperation with such individual(s) as the Town shall designate to work with RRI concerning the development of proposals.

e. Any proposal by RRI to develop Park facilities will include proposed methods for financing the facilities. RRI agrees to seek funding from State, Federal and private sources if available. Any proposal to use funds provided by the Town will require approval by the Town.

f. RRI will oversee or undertake development of the Park facilities which have received necessary municipal and other approvals and funding from State, Federal or private sources. The Town may either undertake the development of the Park facilities which it funds itself or agree that RRI may undertake the development with Town funds.

g. Subject to prior approval of the East Hartford Town Council, the Town will waive all permit and other building fees associated with the development of the Park undertaken by Riverfront Recapture on behalf of the Town.

h. Notwithstanding any other provision of this Agreement, the Town shall retain ownership of any facilities or improvements in the Park. RRI shall notify the Town prior to commencement of construction of all new or expanded Park facilities or improvements of any kind and request the Town consent to same. Said notice shall include, but not be limited to, the cost, location and description of any new facilities or improvements. RRI shall notify the Town promptly upon completion of said improvements and upon acceptance of same. Town shall own said facilities or improvements.

2.4 Rule Recommendations. RRI will make recommendations, for consideration by the Town and the other municipalities with any portion of the Park within their borders, for a uniform system of ordinances and regulations for use of the Park. Notwithstanding the foregoing, each municipality shall retain jurisdiction to adopt any necessary ordinances for use of Park within its boundaries.

2.5 Scheduling Activities and Events. RRI will coordinate all scheduling, booking and location of activities and events that may take place in the Park, including any sponsored by the Town.

a. While the Town reserves the right to undertake events, it will coordinate such events with the master calendar maintained by RRI. Other than scheduling and coordinating maintenance services, RRI will not oversee the Town sponsored events.

b. With respect to maintenance and repair work that the Town may need to do on its own to the park system or the flood control dike, the Town will take all reasonable steps to coordinate these types of activities with Riverfront Recapture, and not impact its event calendar. Notwithstanding the foregoing, however, the Town retains the right to close the Park at any time it deems necessary to make repairs to the park system or flood control dike, regardless of whether such actions impact Riverfront Recapture's events calendar.

c. RRI will maintain an annual master calendar of events and activities and will develop procedures for periodic updates and for informing the Town of changes to such master calendar.

d. RRI may provide or contract via a service agreement to provide the maintenance services that may be required for events and activities subject to budget constraints and other contractual limitations in service agreements.

e. The Town shall notify RRI by June 1 of each year for the ensuing calendar year of all proposed events and activities to be sponsored by the Town and all other events and activities which the Town anticipates may be proposed by persons other than RRI. Any proposed changes to the events and activities shall be submitted by the Town to RRI as far in advance as practicable. The purpose of such notice is to allow RRI to include such events and activities in the master calendar and in the work plan and budget of the MDC for providing maintenance services for the events and activities. RRI will notify the Town as soon as possible if it becomes aware that there is a scheduling conflict for any proposed event or activity or if any maintenance services will not be available for the proposed event or activity. In event of irreconcilable conflict, the Town's proposal shall prevail.

f. The Town will notify RRI of all requests for permits and direct all inquiries for use of Park to RRI for scheduling.

## 2.6 Permits.

a. The Town retains its current permitting / licensing authority concerning any vendor, businesses, activity, special event or structure in the Park.

b. In addition, with regards to activities and special event:

i. The Town will coordinate with RRI and the master calendar in the scheduling of any activities or special events for which permits maybe required.

ii. The Town will retain any permit changes for activities and special events sponsored by persons or entities other than RRI.

- iii. The Town will continue to consider waiving permit fees for activities and special events sponsored by RRI and which are open to the public on a case by case basis, recognizing the contributions of RRI to the Great River Park.
- iv. RRI and the Town will continue to cooperate to facilitate the process of permitting for activities and special events.
- v. The Town and RRI will continue to cooperate to develop a streamlined permitting and scheduling process.

2.7 Access by Residents. Residents of the Town shall retain the same access to the Park as such residents had before this Agreement was executed, except as otherwise provided in this Agreement.

2.8 Fees.

a. RRI may recommend a schedule of admission fees and charges to be approved by the Town for certain events or activities to help pay the costs of such events or activities or the costs of managing the Park generally. Such fees and charges shall be collected by RRI and applied to such costs. Except for certain events, particularly fund-raising events for RRI, such fees shall be reasonably based on covering the cost of the event or activity, the need to regulate use, and the desire for fees to be within the affordable reach of residents.

b. The Town may establish a schedule of boat ramp fees for the use of any boat launching ramp in the portion of the Park within the boundaries of the Town.

c. RRI may impose and collect fees or charges for events or activities for particular groups or persons which are not open to the public. Such fees and charges shall be a source of revenue for RRI to defray in part the costs of managing and promoting use of the Park and the costs of any maintenance services for the event or activity. Any such event or activity shall be limited to a designated area of the Park designated by the Town for such event or activity provided that such area may not substantially limit the general public's access to the Park and such limitations shall not last more than 48 hours.

2.9 Vendors. RRI may contract with and collect revenue from any persons to operate a concession business in the park with respect to events and activities sponsored by RRI. RRI shall not contract for permanent vendor services within the park without the Town's approval. In all instances, all vendors shall comply with all pertinent Town and State health rules and applicable ordinances.

2.10 Annual Budgets. RRI will aggressively pursue an appropriate mix of all revenue sources. RRI will adopt an annual operating budget and an annual capital budget,

including sources of funding. Any RRI request for funding from the Town must be submitted to the Town and be subject to the annual budget process or special appropriations process and the approval by the Town. RRI will provide to the Town an annual audit by a certified public accountant licensed in the State of Connecticut.

2.11 Municipal Services.

a. The Town agrees to continue to provide, at no cost to RRI, (i) appropriate flood control facilities and services, (ii) maintenance and repair (ordinary, structural and replacement) of dikes and other appropriate flood control facilities and services, (iii) ordinary electrical service and any other ordinary utility services, if any, including water and sewerage service, but not including capital facilities, and (iv) appropriate public safety services associated with Riverfest as determined by the Town of East Hartford, and subject to the Town's ability to pay for such services.

b. The Town will provide public safety services at all other RRI sponsored events that take place in the Park the cost of which will be determined, on a case by case basis, by the East Hartford Town Council

2.12 Oversight Committee. The Town and RRI shall create an Oversight Committee consisting of the Mayor or his or her designated representative and a representative of the Parks and Recreation Dept. of the Town designated by the Mayor and a member to be designated by RRI, which Committee shall be responsible for overseeing and coordinating all matters pertaining to the implementation and administration of this Agreement and for recommending amendments, extensions, renewals or repeal of any provision of this Agreement to the Mayor and Town Council.

2.13 Covenants.

a. RRI covenants to preserve its non-profit status.

b. RRI shall not operate or manage the Park in any unlawful manner or for any unlawful purpose.

c. The Town covenants that it is legally empowered to permit RRI to manage the portion of the Park within the Town's boundaries, as provided herein.

ARTICLE THREE - INDEMNIFICATION/INSURANCE

3.1 RRI will indemnify and hold harmless the Town, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including

legal fees and disbursements, that the Town, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of RRI or otherwise, and to all property caused by, resulting from, or arising out of RRI's negligence in the performance of its obligations under this Agreement.

3.2 The Town will indemnify and hold harmless RRI and the MDC, their officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that RRI and the MDC, their officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of Town or otherwise, and to all property caused by, resulting from, or arising out of the Town's negligence in the performance of its obligations.

3.3 If RRI chooses to contract with the MDC, RRI will include or cause to be included, will include, in its Service Agreement with the MDC a provision containing the following or similar language:

The MDC will indemnify and hold harmless the Town, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the Town, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of MDC or otherwise, and to all property caused by, resulting from, or arising out of the MDC's negligence in the performance of its obligations under this Agreement.

3.4 Prior to commencing services pursuant to this Agreement and as long as this Agreement is in effect, RRI will secure and pay for insurance and submit for review evidence thereof to the Town, in accord form or a form with the same format and including a 30 day notice of cancellation provision, as follows:

a. Occurrence form Commercial General Liability Insurance (Broad Form) to cover RRI's obligation to the Town as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of RRI under this Agreement. Such insurance shall name the Town as an additional insured, as appropriate, with respect to operations performed under or incident to this Agreement, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Connecticut and acceptable to the Town with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional

named insureds and have a severability of interests clause. The MDC shall also be named as an additional or named insured, as appropriate. RRI expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to the Town and the MDC. All deductibles and retentions are the sole responsibility of RRI to pay and/or indemnify the Town. With respect to such insurance, RRI will be the primary named insured with sole responsibility for fulfillment of the conditions of the policy, including but not limited to reporting of claims.

b. An Excess Liability Policy providing the same coverage as set forth above in subsection a with the same additional insured's as the basic policy in the additional amount of \$5,000,000.

c. Fidelity Bond or Insurance Policy with respect to the handling of Town funds in the amount of \$5,000 per employee or \$50,000 on a blanket basis.

3.5 RRI, and the Town will continue to provide their own Workers' Compensation coverage at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

3.6 RRI, and the Town will continue to provide their own Automobile Liability Insurance coverage.

3.7 The Town may self-insure or obtain Commercial General Liability Insurance, in the Town's sole discretion, to cover the Town's obligation to indemnify RRI and the MDC as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of the Town under this Agreement.

3.8 All contracts entered into between RRI, the Town or the MDC with a third party subcontractor shall contain the following:

a. A clause or similar language as follows:

i. The Subcontractor will indemnify and hold harmless RRI, the Town and the MDC, their officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that RRI, the Town and/or the MDC, their officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of Subcontractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the Subcontractor's work.



b. A requirement that the Subcontractor secure insurance and submit evidence thereof to the party contracting with the Subcontractor (RRI, the Town and/or the MDC), in accord form or a form with the same format and including a 30 day notice of cancellation provision, as follows:

i. Occurrence form Commercial General Liability Insurance (Broad Form) to cover the Subcontractor's obligation to indemnify RRI, the Town and the MDC as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of the Subcontractor, which shall name RRI, the Town and the MDC as additional insureds with respect to operations performed under or incident to the Subcontractor's work, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Connecticut with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional insured and have a severability of interests clause. The Subcontractor expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to RRI, the Town and the MDC. All deductibles and retentions are the sole responsibility of the Subcontractor to pay and/or indemnify RRI, the Town and the MDC.

ii. Automobile Liability Insurance providing the same coverage with the same additional insureds as set forth in subsection (1).

iii. Workers' Compensation at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

iv. An Umbrella Liability Policy providing the same coverage as set forth above in subsections, (1), (2) and (3) with the same additional insureds as the basic policy in the amount of \$5,000,000. Provided, the party contracting with the Subcontractor may waive this requirement and/or increase or decrease the amount of excess insurance required by the Subcontractor based upon the nature of the work to be performed by the Subcontractor if the contracting party determines that appropriate coverage exists.

v. If any Subcontractor handles any RRI and/or Town funds, a Fidelity Bond or Insurance Policy with respect to the handling of RRI

and/or Town funds in the amount of \$5,000 per employee or \$50,000 on a blanket basis.

vi. Any additional insurance required in order to comply with any law or ordinance governing such subcontract or the work to be performed pursuant thereto.

c. A requirement that the insurance in the minimum limits set forth in subparagraph "b" above be submitted for review and approval of the party contracting with the Subcontractor (RRI, the Town and/or the MDC) prior to the commencement of work by the Subcontractor.

d. A requirement that the insurance in the minimum limits set forth in subparagraph "b" above be maintained and continuing evidence thereof be submitted to the party contracting with the Subcontractor during the full term of the contract with the Subcontractor.

3.9 All of the insurance requirements set forth in this Article shall apply to any contractors or subcontractors hired by RRI to perform any of its obligations hereunder. The Town reserves the right to require any additional insurance coverage or waive coverage for any specific work to be performed by RRI or any of its contractors or subcontractors. Notwithstanding, RRI may reduce or waive insurance coverage required to be maintained by any subcontractor of RRI under this Agreement provided RRI continues to maintain the insurance RRI is obligated to maintain under Section 3.4 of this Agreement and such insurance covers claims that arise as a result of the negligent acts or omissions of RRI's subcontractors.

#### ARTICLE FOUR - TERM

4.1 Term. The initial of this Agreement shall commence as of January 1, 2014~~on the date hereof~~ and, unless otherwise terminated in accordance with the terms and provisions of this Agreement, this Agreement shall terminate on December 31, 2014 and is subject to renewal by mutual agreement by the parties for an additional five (5) year term thereafter.

4.2 Early Termination. Either party to this Agreement shall have the right to terminate this Agreement for cause, after providing 60 days' notice and a right to cure. Either party will have the right to early termination of this Agreement by the written agreement of both parties. RRI and the Town have the right to terminate this Agreement upon any termination of a primary service agreement with the MDC.

#### ARTICLE FIVE - MISCELLANEOUS

5.1 Dispute Resolution. The Town and RRI agree to implement this Agreement in good faith to promote the goals and purposes expressed and to cooperate with one another to negotiate and resolve any disputes or differences of opinion.

5.2 Amendments. This Agreement may be amended by mutual agreement of the parties hereto by a written instrument signed by the parties hereto subject to Town Council approval.

5.3 Assignment. RRI shall not assign this Agreement without the prior written consent of the Town. RRI shall notify the Town of any proposed assignment at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the Town, the assignee shall agree in writing to be bound by all of the terms of this Agreement.

5.4 Frustration of Purpose. RRI shall not be obligated to provide services as provided herein during such period as an event of force majeure occurs and is continuing, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, shortages of fuel, accidents, fire, explosions, floods, earthquakes, or other acts of God, which substantially prevents the fulfillment of RRI's obligations as provided for herein to any portion of the Park, but only to the extent of such portion of the Park.

5.5 Maintenance and Examination of Records. RRI agrees to maintain its financial records pertaining to its management of the Park for a period of three (3) years after the termination of this Agreement and further agrees that its financial records shall be open and made available to the Town for an examination at all reasonable times during regular business hours upon reasonable prior notice.

5.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when sent by either (a) facsimile transmission using equipment that provides automatic verification of transmission to the receiving party's facsimile equipment or (b) certified or registered mail, postage prepaid, return receipt requested, or delivery, to the parties hereto at the following addresses, or at such other addresses as the parties hereto may designate in writing from time to time.

To Town:                      Town of East Hartford  
   740 Main Street  
   East Hartford, Connecticut 06108  
   Attention: Mayor

To RRI:                         50 Columbus Boulevard, 1<sup>st</sup> Floor  
   Hartford, Connecticut 06106

Attention: President & CEO

5.7 Entire Agreement. This Agreement, together with any attachments, schedules and exhibits attached to this Agreement or incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all other agreements between the parties related to the subject matter hereof.

5.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

5.9 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

5.10 Non-Discrimination. RRI agrees to abide by all applicable federal, state, and municipal laws, statutes, ordinances, regulations, or rules concerning non-discrimination and will not permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, national origin, physical or mental handicap, sexual preference, ancestry or sex.

5.11 Counterparts. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, RRI and the Town have caused this Agreement to be executed as of the day first above written.

Riverfront Recapture, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Town of East Hartford

By: \_\_\_\_\_  
Name: Marcia A. Leclerc  
Title: Mayor

**Exhibit A**

Map showing land designated as Riverfront Park.

OFFICE OF THE  
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

*Robert J. Pasak*

2014 APR 14 A 10:26  
(860) 291-7208  
TOWN CLERK  
EAST HARTFORD  
(860) 291-7389

DATE: April 9, 2014

TO: Town Council Members

**REVISED 04-14-14**

FROM: Rich Kehoe, Chair

RE: Tuesday, April 15, 2014 7:00 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

Tuesday, April 15, 2014

7:00 p.m.

Town Council Majority Office

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

1. PEH 1, LP v. Town of East Hartford, Docket No. HHB-CV-12-6017858S – 100 East River Drive; and
2. PEH 1, LP v. Town of East Hartford, Docket No. HHB-CV-13-6020569S – 100 East River Drive; and
3. **Commerce Center Association, Inc. v Town of East Hartford, Docket No. HHB-CV-12-6015906S**

And to discuss the federal court action of Eddie Raines v. Mark Sirois, et al, Civ.No. 3:12CV01824 (JCH)

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel  
Brian Smith, Assessor