

Robert J. Burt

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT

2013 JAN 14 A 10:43

TOWN CLERK
EAST HARTFORD

JANUARY 15, 2013

7:00 P.M. Executive Session

REVISED 01-14-13

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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. January 2, 2013 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Capital Region Development Authority: Introduction and Overview of Authority's Goals & Activities
 - B. Responses to Questions Asked of Administration – Account for the Refurbished Christmas Lights
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Arbitration Award: Collective Bargaining Agreement – Town of East Hartford & CSEA, Local 2001 SEIU July 1, 2010 through June 30, 2013:
 1. Council Action on Award
 2. Transfer of Funds
 - B. Cities Readiness Initiative: DEMHS Region 3 Anthrax Release
 - C. Flood Protection System: Pump Station Repair Project: Supplemental Agreement
 - D. Appointment to Planning & Zoning Commission: Valentine Povinelli, Jr.
 - E. Appointment to the East Hartford Housing Authority: John N. Carella
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Estate of Marcus Asiamah v. East Hartford Board of Education, et al
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: February 5, 2013)

Robert J. Rossi

EAST HARTFORD TOWN COUNCIL

2013 JAN -7 A 9:23

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

JANUARY 2, 2013

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Esther B. Clarke

ABSENT Majority Leader Barbara-Ann Rossi

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:33 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

The Chair called for a moment of silence to honor the lives of John Grottole, Frank Barone and John "Jack" Ghagan. Mr. Grottole, 92, was a longtime member of the Planning and Zoning Commission, an MDC Commissioner, and a member of the Knights of Columbus. Mr. Barone, 83, served as the Director of Inspections and Permits Department, was active in St. Mary's church, a member of the Elks Club and past president of the Italian American Club. Mr. Ghagan, 85, electrical inspector for the Inspections and Permits Department, was an active member of the Rotary Club and Elks Club. His daughter, Stacy Krechko, works in the Youth Services Department.

All will be missed.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) wished all a Happy New Year; (2) recognized the lives of the three individuals for whom the Council offered a moment of silence and the void they leave as contributing members of the community; and (3) supports the reappointment of Raymond Johnson as Municipal Historian and the Brian Aselton Memorial Snow Dash.

Prior to the following agenda item, the Chair wished a speedy recovery to Majority Leader Barbara Rossi. Vice Chair Horan joined in that sentiment.

APPROVAL OF MINUTES

December 11, 2012 Executive Session/Kendall

MOTION By Bill Horan
seconded by Eric Thompson
to **approve** the minutes of the December 11, 2012 Executive Session/Kendall.
Motion carried 8/0.

December 11, 2012 Regular Meeting

MOTION By Bill Horan
 seconded by Pat Harmon
 to **approve** the minutes of the December 11, 2012 Regular Meeting.
 Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Responses to Questions Asked of Administration – Refurbished Christmas Lights

Chair Kehoe reported the Mayor's response to Councillor Thompson's question on the cost of the lights. Pratt & Whitney donated \$7,000 toward the purchase of 16 new Snowflakes and replacement LED bulbs for holiday ornaments on Main Street, which cost \$6,869.19. The result was no financial impact to the town.

Letter of Gratitude from the Town of East Lyme re: Hurricane Sandy

Chair Kehoe announced that the Mayor and the Town Council received a thank you letter from Paul Formica, First Selectman for the town of East Lyme. The letter states East Lyme's gratitude for East Hartford's contribution in the recovery efforts in the wake of Hurricane Sandy by sending a Public Works truck and two employees to East Lyme.

Town of East Hartford Code of Ordinances §10-52, Retiree Benefit Trust Fund

Chair Kehoe reported that, per the requirement of Section 10-52 of the Town of East Hartford Code of Ordinances, \$1,143,680 will be transferred from Fund Balance and deposited into the OPEB Trust fund.

NEW BUSINESS

State of Connecticut Department of Transportation re: Design Improvements for the Reconstruction of Riverside Drive

MOTION By Linda Russo
 seconded by Marc Weinberg
 to **adopt** the following resolution:

RESOLVED, that Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement entitled "First Supplemental Agreement to the Original Agreement dated January 13, 2012 between the State of Connecticut and the Town of East Hartford for the Development of Contract Plans, Specifications and Estimates for Reconstruction of Riverside Drive utilizing Federal Funds under the Surface Transportation Program".

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

Appointment of Municipal Historian: Raymond Johnson

MOTION By Ram Aberasturia
seconded by Linda Russo
to **approve** the reappointment of Raymond Johnson, 43 Farnham Drive,
as Municipal Historian; term to expire December 2016.
Motion carried 8/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Eric Thompson
to **refund** taxes in the amount of \$ 6,563.47
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2010-03-0064169	ALLY FINANCIAL (FKA GMAC)	2008//2G4WD582481234476	\$ (99.83)
2010-03-0064180	ALLY FINANCIAL (FKA GMAC)	2008//1GKFK13088J230191	\$ (69.60)
2010-03-0064181	ALLY FINANCIAL (FKA GMAC)	2008//YS3ED49GX83505399	\$ (122.02)
2010-03-0064182	ALLY FINANCIAL (FKA GMAC)	2008//YS3ED49G883506714	\$ (162.54)
2010-03-0064183	ALLY FINANCIAL (FKA GMAC)	2008//YS3ED49G583504323	\$ (40.52)
2010-03-0064184	ALLY FINANCIAL (FKA GMAC)	2008//1G8ZS57NX8F114784	\$ (26.34)
2010-03-0064188	ALLY FINANCIAL (FKA GMAC)	2008//1GCHK24K08E120092	\$ (324.49)
2010-03-0064191	ALLY FINANCIAL (FKA GMAC)	2008//1G6DG577780162350	\$ (55.46)
2010-03-0090176	ALLY FINANCIAL (FKA GMAC)	2008//1GNFK13078J135026	\$ (459.74)
2011-03-0064282	ALLY FINANCIAL (FKA GMAC)	2008//1G2ZM577984142366	\$ (304.84)
2011-03-0064283	ALLY FINANCIAL (FKA GMAC)	2008//1G6DS57V080157519	\$ (489.42)
2011-03-0087298	ALLY FINANCIAL (FKA GMAC)	2010//2D4RN3D15AR343006	\$ (543.87)
2011-03-0087312	ALLY FINANCIAL (FKA GMAC)	2011//1J4AA2D11BL524740	\$ (305.46)
2010-03-0055097	CAB EAST LLC (FORD CREDIT TAX)	2008//YV1MK672782047798	\$ (408.89)
2010-03-0055099	CAB EAST LLC (FORD CREDIT TAX)	2007//5LMFU28587LJ04599	\$ (652.30)
2010-03-0055103	CAB EAST LLC (FORD CREDIT TAX)	2008//1FMEU73878UA45876	\$ (44.20)
2010-03-0055104	CAB EAST LLC (FORD CREDIT TAX)	2008//3LNHM26T08R632461	\$ (129.82)
2010-03-0055105	CAB EAST LLC (FORD CREDIT TAX)	2008//3MEHM02108R613114	\$ (181.15)
2010-03-0055113	CAB EAST LLC (FORD CREDIT TAX)	2008//1FMEU74888UA18880	\$ (447.63)
2010-03-0055114	CAB EAST LLC (FORD CREDIT TAX)	2008//1FMCU94138KD21938	\$ (215.30)
2010-03-0055116	CAB EAST LLC (FORD CREDIT TAX)	2008//1FMCU93138KA46346	\$ (350.06)
2010-03-0055117	CAB EAST LLC (FORD CREDIT TAX)	2008//1FTNS24W78DA62770	\$ (248.24)
2010-03-0055118	CAB EAST LLC (FORD CREDIT TAX)	2008//1FTNS24W38DA72633	\$ (212.89)
2011-03-0055012	CAB EAST LLC (FORD CREDIT TAX)	2008//1FMEU73878UA45876	\$ (603.78)
2011-03-0062525	FIUME JANE E	2009//JN8AS58V29W191348	\$ (5.00)
2011-03-0082679	SARPONG-SAKYI MAVIS A	1997//1FALP58S1VA222615	\$ (60.08)
		TOTAL	\$ (6,563.47)

Outdoor Amusement Permit Application: Brian Aselton Memorial 5K Snow Dash

MOTION By Bill Horan
 seconded by Pat Harmon
 to **approve** the outdoor amusement permit application entitled
 “Brian Aselton Memorial 5K Snow Dash”, filed jointly by the East
 Hartford Parks and Recreation Department and the East Hartford
 Police Department to conduct the town's annual 5K road race
 (Snow Dash), to be held in the vicinity of the Langford School area
 – 61 Alps Drive – and surrounding streets on Sunday, January 6,
 2013 between the hours of 11:00AM and 4:00PM, with the use of
 public streets occurring between the hours of 1:30PM and
 approximately 2:15PM, 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.
 Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Eric Thompson asked the Mayor what account, if any, was used to pay for the initial cost of the Christmas lights prior to the receipt of the Pratt & Whitney donation.

Pat Harmon asked for a progress report on the Maple Street project, and what, if any, financial impact this delay is having on the town. *Tim Bockus answered that there was a redesign of a concrete wall due to a soil problem which delayed the completion of the project. It is anticipated that the project should be completed early Spring and that there is very little financial impact to the town because of the delay and that the project is on budget.*

Councillor Harmon commended the town's Public Works Department for a job well done plowing snow this last storm.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc stated that the new regional animal shelter will be opened late January or early February and invited the Council to tour it.

Ram Aberasturia announced the arrival of his new nephew, Roman, born to his brother Roberto and his sister-in-law Marzia, on December 31st, 6 lbs. 11 ozs.

Marc Weinberg wished Majority Leader Barbara Rossi a Happy Birthday on January 10th.


ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (8:03 p.m.).
 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be on January 15, 2013.

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

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: January 4, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: COMMUNICATION: CRDA Presentation

Please save time on the January 15, 2013 Town Council agenda under Communication for a CRDA (Capitol Region Development Authority) presentation.

Thank you

CRDA Board of Directors

Suzanne M. Hopgood, The Hopgood Group
Chairwoman

Andy F. Bessette, Travelers
Vice Chairman

Secretary Benjamin Barnes, State of CT, OPM
Treasurer

Thomas E. Deller, City of Hartford
Director

Floyd W. Green III, Aetna
Director

David Jorgensen, Morgan Stanley Smith Barney
Director

The Honorable Marcia A. Leclerc, Town of East Hartford
Director

Michael Matteo, Optum/United Healthcare
Director

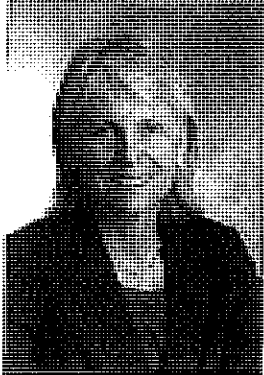
Commissioner James P. Redeker, State of CT, DOT
Director

Dr. Pamela Trotman Reid, University of Saint Joseph
Director

The Honorable Pedro Segarra, City of Hartford
Director

Commissioner Catherine Smith, State of CT, DECD
Director

Catherine Smith



Catherine Smith is the Commissioner of the Connecticut Department of Economic and Community Development (DECD), the lead state agency responsible for attracting and retaining businesses and jobs, revitalizing neighborhoods and communities, expanding affordable housing opportunities and fostering appropriate development in Connecticut's towns and cities.

Governor Dannel P. Malloy appointed her to the position in April 2011.

Commissioner Smith's top economic development priorities are to strengthen the state's efforts to nurture and drive innovation; effectively promote and market the state's many business advantages within Connecticut and beyond its borders; and place a renewed emphasis on all aspects of customer service in order to make the state more business-friendly and attractive for investment.

Her community and housing development priorities include increasing the supply of affordable housing while also preserving the quality and affordability of existing units, improving the state's ability to redevelop brownfields, and continuing the state's commitment to responsible growth and transit-oriented development. The commissioner will forge new, closer working relationships with other state agencies and private sector partners to realize these objectives and to maximize the return on state investments.

Prior to joining DECD, Commissioner Smith had a distinguished career in the insurance and financial services industry.

She began her career at Aetna in 1983 and held various management positions, including chief financial officer for Aetna Financial Services. Later at ING she served in numerous leadership positions including chief operating officer for ING U.S. Financial Services, president of Health, Education and Government Distribution, and CEO of the U.S. Insurance businesses.

In 2008 Smith was named CEO of ING U.S. Retirement Services, one of the largest defined contribution plan managers in the United States with more than \$280 billion in assets under management and administration.

Smith graduated from Hampshire College in Amherst, Massachusetts, and received a Master's degree in public and private management from the Yale School of Management in New Haven, Connecticut.

Smith has been a frequent speaker at industry conferences and in the media and has been recognized by *U.S. Banker* magazine's "Top 25 Most Powerful Nonbank Women in Finance" and the *The 401kWire* "100 Most Influential People in Defined Contribution." Smith is the Vice Chair of Outward Bound, USA.



Floyd W. Green III

Floyd W. Green, III is Vice President and head of Community Relations and Urban Marketing for Aetna, Inc. He is responsible for developing grass roots marketing strategies to assist in business development, customer retention, healthcare disparities and strategic partnerships. He is also responsible for Aetna's corporate philanthropic investments to strengthen Aetna's brand which includes local and national granting, expanding employee volunteerism and employee gift matching programs. His organization manages the implementation of Aetna's urban marketing strategies designed to address the multicultural/multilingual and generational needs of key constituents as well as to develop alternative distribution channels across all market segments. Finally, his organization is responsible for all national and local events/trade shows as well as the company's award winning international briefing center. Because of his work, he speaks nationally on "Strategic Philanthropy", "Cultural Consciousness", "Localization", "How to Go to Market" and "Marketing to Diverse Consumers". He also spends time on college campuses addressing the state of health and health literacy issues affecting people of color.

As officer and Vice President of Account Management for Horizon Behavioral Services (HBS), a subsidiary of Horizon Health Corporation, Floyd was responsible for growth strategies of all HBS' existing business through marketing, upselling and expansion activities for 2.3 million Commercial, Medicare, Medicaid and ASO behavioral health care customers. As corporate officer and Vice President of National Accounts for PacifiCare Health Systems, Floyd was responsible for generating new business sales and expansion activity for multi-state Commercial and Medicare customers. As Vice President of Group Retiree Sales and Marketing, he was responsible for the total sales and marketing efforts for all pre and post Medicare customers nationally.

Prior to PacifiCare, he served as Director of Sales and Marketing for Kaiser Permanente, where he was responsible for close to a billion in annualized revenue. In addition, his efforts helped Kaiser penetrate the African American market by creating their first comprehensive marketing and sales strategy.

He currently serves as a Possibility Thinker for PennGood and Associates. In addition, he is on the boards of the Center for Disease Control (CDC) National Partnership Board for HIV/AIDS, the award winning Connecticut Forum, Xavier University's Corporate Advisory Board, New Orleans, the inaugural corporate advisory council for the National Parent Teacher Association (PTA), past honorary chair of the 105 Voices of History Celebration, Uptown Professional Board of Advisors and, the Howard University's School of Communications Board of Visitors.

He is a member of the Executive Leadership Council (ELC), 100 Black Men of America, the National Association of Health Services Executives, the National Alliance of Market Developers, Actor's Equity Association and a lifetime member of the National Black MBA's and Alpha Phi Alpha Fraternity Incorporated.

Floyd is the recipient of many professional and civic awards including a presidential meeting with Jimmy Carter to discuss foreign and domestic policies of the United States; the International Global Award for Excellence in Health Care Marketing, 2005-2006 Empire Who's Who in Business, 2007 International Aurora Gold Award for Excellence in Marketing, 2007 Greater Hartford Urban League's Volunteer of the Year, the National Newspaper Publishers (NNPA) Chairman's Award, the 2008 100 Black Men Distinguished Leader Award, 2008 Kappa Alpha Psi Community Leader Award, 2009 Sankofa Award for service to the Hartford community, 2010 BEYA Emerald Award for Community Outreach in science, technology, engineering and mathematic (STEM), 2011 Hartford Children's Theater Kid at Heart award, Alpha Phi Alpha's 2011 Corporate Rock Star, 2011 and 2012 Uptown Professional magazine's top 100 executives in corporate America, the 2011 CT Rivers Boy Scout of America's Whitney M Young Award and most recently, one of Savoy Magazine's 2012 selection as 100 most influential black executives in corporate America.

Floyd graduated with high honors from Lincoln University in Oxford, Pennsylvania with a B.S. degree in History/Public Affairs. He received a MBA in Marketing/Strategy from Pepperdine University's Graziadio School of Business and Management, Malibu, California. Born in Newport News, Virginia, Floyd now resides in Hartford, Connecticut.



Mike Matteo

As Optum's Chief Growth Officer, Mike is responsible for creating the conditions for and delivering the company with enterprise wide growth. In this role Mike will focus on our customers' health care needs and how Optum can help deliver creative and innovative solutions that achieve their strategic objectives.

Mike first joined UnitedHealth Group in 1997 as a strategic account executive working with customers such as General Electric and Accenture.

Until recently, Mike was Chief Executive Officer for the past four years of UnitedHealthcare National Accounts including all Public Sector organizations. His tenure as CEO is noted for his passion for innovation and modernizing the health care system, and the company securing its industry-leading position in the large employer marketplace with unprecedented growth, client satisfaction and focus, retention and quality. Prior to his role as CEO Mike led all business development efforts for UnitedHealthcare National Accounts. Mike's role before that was in product development where he helped design and launch our first-ever innovative consumer-driven products.

Prior to joining UnitedHealth Group from 1993 to 1997, Mike was with Physicians Health Services where he serviced the needs of large complex clients as an underwriting director and senior account executive. He began his career at Traveler's Insurance Companies serving in a variety of positions including claims manager, underwriter, client service manager, financial analyst and sales.

Mike graduated magna cum laude with honors from the College of the Holy Cross and attended the Columbia University Executive Management Program. Mike is a Certified Employee Benefit Specialist.

He is on the boards of the MetroHartford Alliance, Hartford YMCA, and Connecticut Science Center and was Chairperson of the Greater Hartford Arts Council Capital Campaign.

DAVID JORGENSEN

David Jorgensen is a Financial Advisor with Morgan Stanley in downtown Hartford. He moved his practice to Hartford after spending the previous 8 years working in New York City. Prior to joining Morgan Stanley, Dave was Vice President of the Sports & Entertainment Group at a boutique wealth management firm in midtown Manhattan, responsible for managing the division's marketing, sales and operations. His career in business began with The Hartford Financial Services Group, working out of their New York City office, first as an institutional wholesaler and then as a retail consultant to major bank and wirehouse clients. He was a perennial member of the President's Club, finishing in the top 10% in sales nationwide. Dave holds FINRA Series 6, 7, 63, 65 and 31 securities licenses, as well as life, accident and health insurance licenses in several states. He has a broad array of business and individual clients whom he advises in the areas of investment, asset management, risk management, planning and benefits. He has clients and has done business in cities worldwide.

Dave also has a strong love for his community. He grew up in Hartford and began to serve his neighborhood and city at an early age, as a board member and public safety chair of his local Neighborhood Revitalization Zone (NRZ) and as a member of multiple city commissions. He has served on the City of Hartford Police Review Board, Planning and Zoning Commission and as Vice Chair of the Hartford Redevelopment Agency.

Dave graduated with a Bachelor of Science degree in Business Administration from the University of Florida's Warrington College of Business in 2002. He was a 3-year starter for the Gator football team and was one of only 4 players to start every game of the 2000 season, ultimately winning the SEC Championship. He also played in the Outback, Citrus, Orange and Sugar Bowl games, earned Honorable Mention All-SEC and was a member of the SEC Academic Honor Roll. Dave attended prep school at the Avon Old Farms School in Avon, CT.

He lives in Hartford with his wife and daughter.

James P. Redeker
Commissioner
Connecticut Department of Transportation

James P. Redeker was named Commissioner of the Connecticut Department of Transportation by Governor Dannel P. Malloy on August 25, 2011. He is responsible for overseeing the statewide system of highway operations and maintenance, capital project design and construction, public transportation, Bradley International Airport and five general aviation airports, and Connecticut's ports.

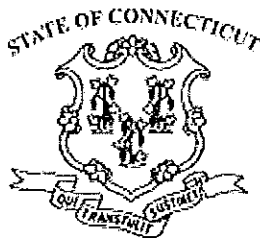
In June 2012, Mr. Redeker was elected President of the Northeast Association of State Transportation Officials, a collaborative organization that advances transportation issues comprising officials from the northeast United States and the Canadian provinces of Ontario and Quebec.

Prior to being named Commissioner, Mr. Redeker served as Acting Commissioner and Deputy Commissioner of the agency. He had served as Chief of the Bureau of Public Transportation since joining the department in 2009. Mr. Redeker joined CTDOT after a 30-year career with NJ TRANSIT. His portfolio of experience there included strategic planning and policy, capital programming, planning, transit-oriented development, paratransit operations, information technology and customer service.

Mr. Redeker holds several important positions in addition to his responsibilities at CTDOT. He is a board member of the newly formed Connecticut Airport Authority. He is also a member of the board for the UCONN School of Engineering.

Jim Redeker received a Bachelor's Degree in Engineering Science in 1977 and a Master's in Civil Engineering in 1980 from the New Jersey Institute of Technology. In addition, he has taught a variety of courses at the New Jersey Institute of Technology, Rutgers University and the National Transit Institute.

June 2012



Substitute Senate Bill No. 22

Public Act No. 12-147

**AN ACT CONCERNING THE CAPITAL REGION DEVELOPMENT
AUTHORITY.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Subsection (l) of section 1-79 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(l) "Quasi-public agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Education Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Lower Fairfield County Convention Center Authority, [Capital City Economic Development Authority] Capital Region Development Authority, Connecticut Lottery Corporation, Connecticut Airport Authority, Health Information Technology Exchange of Connecticut and Connecticut Health Insurance Exchange.

Sec. 2. Subdivision (1) of section 1-120 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(1) "Quasi-public agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, [Capital City Economic Development Authority] Capital Region Development Authority, Connecticut Lottery Corporation, Connecticut Airport Authority, Health Information Technology Exchange of Connecticut and Connecticut Health Insurance Exchange.

Sec. 3. Section 1-124 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The Connecticut Development Authority, the Connecticut Health and Educational Facilities Authority, the Connecticut Higher Education Supplemental Loan Authority, the Connecticut Housing Finance Authority, the Connecticut Housing Authority, the Connecticut Resources Recovery Authority, the Health Information Technology Exchange of Connecticut, the Connecticut Airport Authority, the [Capital City Economic Development Authority] Capital Region Development Authority and the Connecticut Health Insurance Exchange shall not borrow any money or issue any bonds or notes which are guaranteed by the state of Connecticut or for which there is a capital reserve fund of any kind which is in any way contributed to or guaranteed by the state of Connecticut until and unless such borrowing or issuance is approved by the State Treasurer or the Deputy State Treasurer appointed pursuant to section 3-12. The approval of the State Treasurer or said deputy shall be based on documentation provided by the authority that it has sufficient revenues to (1) pay the principal of and interest on the bonds and notes issued, (2) establish, increase and maintain any reserves deemed by the authority to be advisable to secure the payment of the principal of and interest on such bonds and notes, (3) pay the cost of maintaining, servicing and properly insuring the purpose for which the proceeds of the bonds

and notes have been issued, if applicable, and (4) pay such other costs as may be required.

(b) To the extent the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Health and Educational Facilities Authority, the Health Information Technology Exchange of Connecticut, the Connecticut Airport Authority, the [Capital City Economic Development Authority] Capital Region Development Authority or the Connecticut Health Insurance Exchange is permitted by statute and determines to exercise any power to moderate interest rate fluctuations or enter into any investment or program of investment or contract respecting interest rates, currency, cash flow or other similar agreement, including, but not limited to, interest rate or currency swap agreements, the effect of which is to subject a capital reserve fund which is in any way contributed to or guaranteed by the state of Connecticut, to potential liability, such determination shall not be effective until and unless the State Treasurer or his or her deputy appointed pursuant to section 3-12 has approved such agreement or agreements. The approval of the State Treasurer or his or her deputy shall be based on documentation provided by the authority that it has sufficient revenues to meet the financial obligations associated with the agreement or agreements.

Sec. 4. Section 1-125 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The directors, officers and employees of the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, including ad hoc members of the Connecticut

Resources Recovery Authority, Connecticut Health and Educational Facilities Authority, [Capital City Economic Development Authority] Capital Region Development Authority, the Health Information Technology Exchange of Connecticut, Connecticut Airport Authority, Connecticut Lottery Corporation and Connecticut Health Insurance Exchange and any person executing the bonds or notes of the agency shall not be liable personally on such bonds or notes or be subject to any personal liability or accountability by reason of the issuance thereof, nor shall any director or employee of the agency, including ad hoc members of the Connecticut Resources Recovery Authority, be personally liable for damage or injury, not wanton, reckless, wilful or malicious, caused in the performance of his or her duties and within the scope of his or her employment or appointment as such director, officer or employee, including ad hoc members of the Connecticut Resources Recovery Authority. The agency shall protect, save harmless and indemnify its directors, officers or employees, including ad hoc members of the Connecticut Resources Recovery Authority, from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged deprivation of any person's civil rights or any other act or omission resulting in damage or injury, if the director, officer or employee, including ad hoc members of the Connecticut Resources Recovery Authority, is found to have been acting in the discharge of his or her duties or within the scope of his or her employment and such act or omission is found not to have been wanton, reckless, wilful or malicious.

Sec. 5. Subsection (m) of section 5-154 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(m) "State service" is service with the state, either appointive or elective, for which a salary is paid, subject to the following rules: (1) "State service" includes time lost from state service because of a disability incurred in the performance of state service; (2) "state service" includes service before September 1, 1939, of a member who began to make such member's

retirement contributions before September 1, 1941, and has made contributions for all such member's salary received from September 1, 1939, to such member's retirement date; (3) "state service" includes service as a member of the General Assembly or as an employee of the General Assembly or either branch thereof, or of any officer or committee thereof; (4) "state service" excludes any month of otherwise eligible service on or after September 1, 1939, for which the full required retirement contribution, including any required interest thereon, has not been made by or for the member; (5) "state service" excludes all periods of otherwise eligible service before the date on which a member elects to receive a return of such member's retirement contributions, unless the member has thereafter returned such contributions with interest, as provided in subsection (a) of section 5-167; (6) "state service" includes a period equivalent to accrued vacation time for which payment is made under section 5-252; (7) any teacher, as defined in section 10-183b, in state service who is employed for a full academic year, equivalent to ten months' credited service, shall be deemed to be employed for the entire year. Any such teacher who has completed the work obligations of such teacher's appointment period and who retires after May first, but before September first, shall receive, upon retirement, credit for the entire appointment year and the remaining biweekly payments due for the entire appointment year, together with any amounts held back previously; (8) "state service" includes service as an employee of a state-aided institution as defined in section 5-175 and service as a vending stand operator as defined in section 5-175a; (9) "state service" includes service as an employee of the Connecticut Institute for Municipal Studies; (10) "state service" includes service on and after January 1, 1999, and on or before the effective date of this section, as an employee of the Capital City Economic Development Authority established by section 32-601, as amended by this act; (11) "state service" includes service as an employee of the Capital Region Development Authority;

Sec. 6. Subsection (a) of section 5-259 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The Comptroller, with the approval of the Attorney General and of the Insurance Commissioner, shall arrange and procure a group hospitalization and medical and surgical insurance plan or plans for (1) state employees, (2) members of the General Assembly who elect coverage under such plan or plans, (3) participants in an alternate retirement program who meet the service requirements of section 5-162 or subsection (a) of section 5-166, (4) anyone receiving benefits under section 5-144 or from any state-sponsored retirement system, except the teachers' retirement system and the municipal employees retirement system, (5) judges of probate and Probate Court employees, (6) the surviving spouse, and any dependent children of a state police officer, a member of an organized local police department, a firefighter or a constable who performs criminal law enforcement duties who dies before, on or after June 26, 2003, as the result of injuries received while acting within the scope of such officer's or firefighter's or constable's employment and not as the result of illness or natural causes, and whose surviving spouse and dependent children are not otherwise eligible for a group hospitalization and medical and surgical insurance plan. Coverage for a dependent child pursuant to this subdivision shall terminate no earlier than the policy anniversary date on or after whichever of the following occurs first, the date on which the child: Becomes covered under a group health plan through the dependent's own employment; or attains the age of twenty-six, (7) employees of the [Capital City Economic Development Authority] Capital Region Development Authority established by section 32-601, as amended by this act, and (8) the surviving spouse and dependent children of any employee of a municipality who dies on or after October 1, 2000, as the result of injuries received while acting within the scope of such employee's employment and not as the result of illness or natural causes, and whose surviving spouse and dependent children are not otherwise eligible for a group hospitalization and medical and surgical insurance

plan. For purposes of this subdivision, "employee" means any regular employee or elective officer receiving pay from a municipality, "municipality" means any town, city, borough, school district, taxing district, fire district, district department of health, probate district, housing authority, regional work force development board established under section 31-3k, flood commission or authority established by special act or regional planning agency. For purposes of subdivision (6) of this subsection, "firefighter" means any person who is regularly employed and paid by any municipality for the purpose of performing firefighting duties for a municipality on average of not less than thirty-five hours per week. The minimum benefits to be provided by such plan or plans shall be substantially equal in value to the benefits that each such employee or member of the General Assembly could secure in such plan or plans on an individual basis on the preceding first day of July. The state shall pay for each such employee and each member of the General Assembly covered by such plan or plans the portion of the premium charged for such member's or employee's individual coverage and seventy per cent of the additional cost of the form of coverage and such amount shall be credited to the total premiums owed by such employee or member of the General Assembly for the form of such member's or employee's coverage under such plan or plans. On and after January 1, 1989, the state shall pay for anyone receiving benefits from any such state-sponsored retirement system one hundred per cent of the portion of the premium charged for such member's or employee's individual coverage and one hundred per cent of any additional cost for the form of coverage. The balance of any premiums payable by an individual employee or by a member of the General Assembly for the form of coverage shall be deducted from the payroll by the State Comptroller. The total premiums payable shall be remitted by the Comptroller to the insurance company or companies or nonprofit organization or organizations providing the coverage. The amount of the state's contribution per employee for a health maintenance organization option shall be equal, in terms of dollars and cents, to the largest amount of the contribution per employee paid for any other option that is available to all eligible state employees included in the health

benefits plan, but shall not be required to exceed the amount of the health maintenance organization premium.

Sec. 7. Subsection (b) of section 10-425 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(b) Said advisory board shall consist of one member from each of the following entities: (1) The University of Connecticut's Athletic Department; (2) the Connecticut State University System's Athletic Department; (3) the XL Center; (4) Northland AEG; (5) the Traveler's Championship Golf Tournament; (6) the Pilot Pen Tennis Tournament; (7) the Special Olympics; (8) the Mohegan Sun Arena; (9) Foxwoods Resort Casino; (10) Lime Rock Park Race Track; (11) the Arena at Harbor Yard; (12) New Britain Stadium; (13) the Connecticut Marine Trades Association; (14) the Office of Policy and Management; (15) the Culture and Tourism Advisory Committee; (16) the [Capital City Economic Development Authority] Capital Region Development Authority; (17) the Nutmeg State Games; (18) the Connecticut Interscholastic Athletic Conference; (19) Fairfield University; (20) Quinnipiac University; (21) Sacred Heart University; (22) any other entity involved in sports or sporting events that the commissioner deems appropriate; (23) the Connecticut State Golf Association; and (24) Dodd Stadium.

Sec. 8. Section 32-600 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

As used in this chapter and sections 32-650 to 32-668, inclusive, the following terms shall have the following meanings:

(1) "Authority" means the [Capital City Economic Development Authority] Capital Region Development Authority created pursuant to section 32-601, as amended by this act.

(2) "Capital city project" means any or all of the following: (A) A convention center project as defined in subdivision (3) of this section; (B) a downtown higher education center; (C) the renovation and rejuvenation of the civic center and coliseum complex; (D) the development of the infrastructure and improvements to the riverfront; (E) (i) the creation of up to [one] three thousand downtown housing units through rehabilitation and new construction, and (ii) the demolition or redevelopment of vacant buildings; [and] (F) the addition to downtown parking capacity; and (G) development and redevelopment. All capital city projects shall be located or constructed and operated in the capital city economic development district, as defined in subdivision (7) of this section, provided any project undertaken pursuant to subparagraph (G) of this subdivision may be located anywhere in the town and city of Hartford and any project undertaken pursuant to subparagraph (D) or (E) (ii) of this subdivision may be located anywhere in the town and city of Hartford or town of East Hartford.

(3) "Convention center" means a convention facility constructed and operated in the capital city economic development district, including parking for such facility, in conjunction with a privately developed hotel, including ancillary facilities and infrastructure improvements as more particularly described in the master development plan.

(4) "Convention center facilities" means (A) the convention center and the related parking facilities, as defined in section 32-651, as amended by this act, to the extent such related parking facilities are developed, owned or operated by the authority, (B) the on-site related private development, as defined in section 32-651, as amended by this act, to the extent any such on-site related private development is developed, owned or operated by the authority pursuant to a determination by the Secretary of the Office of Policy and Management and the authority that such development, ownership or operation by the authority is necessary and in the public interest, and (C) a central heating and cooling plant serving the convention center, the related parking facilities, the related private

development and, to the extent of any surplus capacity, other users.
"Convention center facilities" does not include the convention center hotel.

(5) "Convention center hotel" means the privately developed hotel required to be constructed and operated in conjunction with the convention center, as more particularly described in the master development plan, as defined in section 32-651, as amended by this act, including the second phase of the convention center hotel as therein described.

(6) "Convention center project" means the development, design, construction, finishing, furnishing and equipping of the convention center facilities and related site acquisition and site preparation.

(7) "Capital city economic development district" means the area bounded and described as follows: The northerly side of Masseek Street from the intersection of Van Dyke Avenue proceeding westerly to the intersection of Van Block Avenue, proceeding northerly along Van Block to the intersection of Nepaquash Street, proceeding easterly to the intersection of Huyshope Avenue, proceeding northerly along Huyshope Avenue to the intersection of Charter Oak Avenue, proceeding westerly along Charter Oak Avenue to Wyllys Street, proceeding along Wyllys Street to Popieluszko Court, north on Popieluszko Court to Charter Oak Avenue proceeding westerly to Main Street, proceeding south along Main Street to Park Street, thence west along Park Street to [Washington Street, thence north along Washington Street to the entryway to the State Capitol] the intersection of Laurel Street, proceeding north on Laurel Street to the intersection of Capitol Avenue, proceeding west on Capitol Avenue to the intersection of Forest Street, proceeding north on Forest Street to the intersection of Farmington Avenue, proceeding east on Farmington Avenue to the intersection of Asylum Avenue, proceeding east on Asylum Avenue, thence northwesterly along the Exit 48 on ramp to Interstate 84 northward to the railroad, now proceeding northeasterly along the railroad to its intersection with the southerly railroad spur, thence

proceeding southeasterly along the railroad R. O. W. to the Bulkeley Bridge. Thence easterly to the city line. Proceeding south along city boundary to the point perpendicular with Masseek Street. Thence westerly to the point of beginning.

(8) "Capital region" means the towns contiguous to the city of Hartford, including the town of East Hartford.

~~[(8)]~~ (9) "Private development district" means any land on the Adriaen's Landing site that is designated jointly by the Secretary of the Office of Policy and Management and the authority as available for the purpose of on-site related private development and in need of inducement for private development and operation. Only land on which construction of a building or improvement is to commence on or after July 1, 2008, shall be so designated. Any land so designated shall remain part of the private development district during the term, including any extensions, of any agreement providing for payments to the authority in lieu of real property taxes entered into pursuant to subsection ~~[(d)]~~ (e) of section 32-602, as amended by this act, and thereafter, until the Secretary of the Office of Policy and Management and the authority certify that such designation is no longer a needed inducement to private development and operation. As used in this subdivision, "land" includes an easement to use air space, whether or not contiguous to the surface of the ground.

Sec. 9. Section 32-601 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) There is created a body politic and corporate to be known as the "Capital City Economic Development Authority". [Said authority] Upon the effective date of this section, said authority shall be known as the "Capital Region Development Authority". The Capital Region Development Authority shall be a public instrumentality and political subdivision of this state and the exercise by the authority of the powers conferred by section 32-602, as amended by this act, shall be deemed and

held to be the performance of an essential public and governmental function. The [Capital City Economic Development Authority] Capital Region Development Authority shall not be construed to be a department, institution or agency of the state. The terms of all members of the board of directors of the Capital City Economic Development Authority serving on the effective date of this section shall expire on said date.

(b) The [authority] Capital Region Development Authority shall be governed by a board of directors consisting of [seven] thirteen members, [appointed jointly by the Governor, the speaker of the House of Representatives, the majority leader of the House of Representatives, the minority leader of the House of Representatives, the president pro tempore of the Senate, the majority leader of the Senate and the minority leader of the Senate, and include, but not be limited to, members who have expertise in the fields of commercial and residential real estate construction or development and financial matters. On and after June 26, 2003, one member of the board shall be a person recommended by the mayor of the city of Hartford, who is a resident of said city but not an elected or appointed official of said city.] The members of the board shall be appointed as follows: (1) Four appointed by the Governor, (2) two appointed by the mayor of the city of Hartford, one of whom shall be a resident of the city of Hartford, and one of whom shall be an employee of the city of Hartford who is not an elected official, (3) one appointed jointly by the speaker of the House of Representatives and the president pro tempore of the Senate, and (4) one appointed jointly by the minority leaders of the House of Representatives and Senate. The mayor of Hartford and the mayor of East Hartford shall be members of the board. The Secretary of the Office of Policy and Management and the Commissioners of Transportation and Economic and Community Development, or their designees, shall serve as ex-officio members of the board. The chairperson shall be designated by the Governor. All initial appointments shall be made not later than [thirty] fifteen days after [June 1, 1998] the effective date of this section. The terms of the initial board members appointed shall be as follows: [Four of the] The four members

appointed by the Governor shall serve four-year terms from said appointment date; [and three] the two members appointed by the mayor of the town and city of Hartford shall serve [two-year] three-year terms from said appointment date; the member appointed jointly by the speaker of the House of Representatives and the president pro tempore of the Senate shall serve a two-year term from said appointment date and the member appointed jointly by the minority leaders of the House of Representatives and the Senate shall serve a two-year term from said appointment date. Thereafter all members shall be appointed for four-year terms. A member of the board shall be eligible for reappointment. Any member of the board may be removed by the appointing authority for misfeasance, malfeasance or wilful neglect of duty. Each member of the board, before commencing such member's duties, shall take and subscribe the oath or affirmation required by article XI, section 1, of the State Constitution. A record of each such oath shall be filed in the office of the Secretary of the State. The board of directors shall maintain a record of its proceedings in such form as it determines, provided such record indicates attendance and all votes cast by each member. Any member who fails to attend three consecutive meetings or who fails to attend fifty per cent of all meetings held during any calendar year shall be deemed to have resigned from the board. A majority vote of the members of the board shall constitute a quorum and the affirmative vote of a majority of the members present at a meeting of the board shall be sufficient for any action taken by the board. No vacancy in the membership of the board shall impair the right of a quorum to exercise all the rights and perform all the duties of the board. Any action taken by the board may be authorized by resolution at any regular or special meeting and shall take effect immediately unless otherwise provided in the resolution. The board may delegate to three or more of its members, or its officers, agents and employees, such board powers and duties as it may deem proper.

(c) (1) The board of directors shall annually elect one of its members as vice-chairperson and shall elect other of its members as officers, adopt a budget and bylaws, designate an executive committee, report

semiannually to the appointing authorities with respect to operations, finances and achievement of its economic development objectives, be accountable to and cooperate with the state whenever, pursuant to the provisions of sections 32-600 to 32-611, inclusive, as amended by this act, the state may audit the authority or any project of the authority, as defined in section 32-600, as amended by this act, or at any other time as the state may inquire as to either, including allowing the state reasonable access to any such project and to the records of the authority and exercise the powers set forth in section 32-602, as amended by this act.

(2) The authority shall have an executive director who shall be appointed by the board of directors and shall be the chief administrative officer of the authority. The executive director shall not be a member of the board of directors and shall be exempt from the classified service.

(3) Members of the board of directors shall receive no compensation for the performance of their duties hereunder but shall be reimbursed for all expenses reasonably incurred in the performance thereof.

(d) Each member of the board of directors of the authority and the executive director shall execute a surety bond in the penal sum of at least one hundred thousand dollars, or, in lieu thereof, the chairperson of the board shall execute a blanket position bond covering each member, the executive director and the employees of the authority, each surety bond to be conditioned upon the faithful performance of the duties of the office or offices covered, to be executed by a surety company authorized to transact business in this state as a surety and to be approved by the Attorney General and filed in the Office of the Secretary of the State. The cost of each bond shall be paid by the authority.

(e) No board member shall have or acquire any financial interest in (1) any capital city project, as defined in section 32-600, as amended by this act, (2) any project undertaken by the authority within the capital region, or (3) in any property included or planned to be included in any such project or in

any contract or proposed contract for materials or services to be used in such project.

(f) The authority shall have perpetual succession and shall adopt procedures for the conduct of its affairs in accordance with section 32-603, as amended by this act. Such succession shall continue as long as the authority shall have bonds, notes or other obligations outstanding and until the existence of the authority is terminated by law at which time the rights and properties of the authority shall pass to and be vested in the state.

(g) All financial, credit and proprietary information contained in any application or request filed with the authority with respect to funding for any capital city project shall be exempt from the provisions of subsection (a) of section 1-210.

Sec. 10. Section 32-602 of the 2012 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The purpose of the [Capital City Economic Development Authority] Capital Region Development Authority shall be (1) to stimulate new investment [in Connecticut] within the capital region and provide support for multicultural destinations and the creation of a vibrant multidimensional downtown; [, to attract and service large conventions, tradeshow, exhibitions, conferences and local consumer shows, exhibitions and events, to encourage the diversification of the state economy, to strengthen Hartford's role as the region's major business and industry employment center and seat of government, to encourage residential housing development in downtown Hartford and, with respect to the convention center project, to construct, operate, maintain and market said project in order to enable Hartford and its immediate environment to become a major regional family-oriented arts, culture, education, sports and entertainment center that will create new jobs, add to the benefits of the hospitality industry, broaden the base of the tourism

effort and stimulate substantial surrounding economic development and corresponding increased tax revenues to the state] (2) to work with the Department of Economic and Community Development to attract through a coordinated sales and marketing effort with the capital region's major sports, convention and exhibition venues large conventions, trade shows, exhibitions, conferences, consumer shows and events; (3) to encourage residential housing development; (4) to operate, maintain and market the convention center; (5) to stimulate family-oriented tourism, art, culture, history, education and entertainment through cooperation and coordination with city and regional organizations; (6) to manage facilities through contractual agreement or other legal instrument; (7) to stimulate economic development in the capital region; (8) upon request from the legislative body of a city or town within the capital region, to work with such city or town to assist in the development and redevelopment efforts to stimulate the economy of the region and increase tourism; (9) upon request of the Secretary of the Office of Policy and Management, may enter into an agreement for funding to facilitate the relocation of state offices within the capital city economic development district; (10) in addition to the authority set forth in subdivision (9) of section 32-600, as amended by this act, to develop and redevelop property within the town and city of Hartford; and (11) to market and develop the capital city economic development district as a multicultural destination and create a vibrant, multidimensional downtown.

(b) For these purposes, the authority shall have the following powers: (1) To have perpetual succession as a body corporate and to adopt procedures for the regulation of its affairs and the conduct of its business as provided in subsection (f) of section 32-601, as amended by this act, to adopt a corporate seal and alter the same at its pleasure, and to maintain an office at such place or places within the city of Hartford as it may designate; (2) to sue and be sued, to contract and be contracted with; (3) to employ such assistants, agents and other employees as may be necessary or desirable to carry out its purposes, which employees shall be exempt from the classified service and shall not be employees, as defined in

subsection (b) of section 5-270, to fix their compensation, to establish and modify personnel procedures as may be necessary from time to time and to negotiate and enter into collective bargaining agreements with labor unions; (4) to acquire, lease, hold and dispose of personal property for the purposes set forth in section 32-602, as amended by this act; (5) to procure insurance against any liability or loss in connection with its property and other assets, in such amounts and from such insurers as it deems desirable and to procure insurance for employees; (6) to invest any funds not needed for immediate use or disbursement in obligations issued or guaranteed by the United States of America or the state of Connecticut, including the Short Term Investment Fund, and the Tax-Exempt Proceeds Fund, and in other obligations which are legal investments for savings banks in this state and in time deposits or certificates of deposit or other similar banking arrangements secured in such manner as the authority determines; (7) notwithstanding any other provision of the general statutes, upon request of the Secretary of the Office of Policy and Management, to enter into an agreement for funding to facilitate the relocation of state offices within the capital city economic development district; and ~~[(7)]~~ (8) to do all acts and things necessary or convenient to carry out the purposes of and the powers expressly granted by this section.

(c) In addition to the powers enumerated in [subsection (b)] subsections (b) and (d) of this section, with respect to the convention center project and the convention center facilities the authority shall have the following powers: (1) To acquire, by gift, purchase, condemnation, lease or transfer, lands or rights-in-land in connection with the convention center facilities, the convention center hotel, the other on-site related private development or related infrastructure improvements and to sell and lease or sublease, as lessor or lessee or sublessor or sublessee, any portion of its real property rights, including air space above or areas below the convention center facilities or the convention center hotel, and enter into related common area maintenance, easement, access, support and similar agreements, and own and operate the convention center facilities,

provided that such activity is consistent with all applicable federal tax covenants of the authority, transfer or dispose of any property or interest therein acquired by it, at any time and to receive and accept aid or contributions, from any source, of money, labor, property or other things of value, to be held, used and applied to carry out the purposes of this section, subject to the conditions upon which such grants and contributions are made, including, but not limited to, gifts or grants from any department, agency or instrumentality of the United States or this state for any purpose consistent with this section; (2) to condemn properties which may be necessary or desirable to effectuate the purposes of the authority with respect to the convention center project and the convention center hotel to be exercised in accordance with the provisions of part I of chapter 835; (3) to formulate plans for, acquire, finance and develop, lease, purchase, construct, reconstruct, repair, improve, expand, extend, operate, maintain and market the convention center facilities, provided such activities are consistent with all applicable federal tax covenants of the authority and provided further that the authority shall retain control over naming rights with respect to the convention center, that any sale of such naming rights shall require the approval of the secretary and that the proceeds of any such sale of naming rights, to the extent not required for start-up or current operating expenses of the convention center, shall be used by the authority exclusively for the purpose of operating or capital replacement reserves for the convention center; (4) to contract and be contracted with provided, if management, operating or promotional contracts or agreements or other contracts or agreements are entered into with nongovernmental parties with respect to property financed with the proceeds of obligations the interest on which is excluded from gross income for federal income taxation, the board of directors shall ensure that such contracts or agreements are in compliance with the covenants of the authority upon which such tax exclusion is conditioned; (5) to enter into arrangements or contracts to either purchase or lease, on a fully completed turn key basis, the convention center, and arrangements with the secretary regarding the development, ownership and operation by the authority of the related parking facilities, and to

enter into a contract or contracts with an entity, or entities, for operation and management thereof and, for purposes of section 31-57f relating to standard wage rates for certain service workers, any such contract for operation and management of the convention center shall be deemed to be a contract with the state; (6) to fix and revise, from time to time, and to charge and collect fees, rents and other charges for the use, occupancy or operation of such projects, and to establish and revise from time to time, procedures concerning the use, operation and occupancy of the convention center facilities, including parking rates, rules and procedures, provided such arrangements are consistent with all applicable federal tax covenants of the authority, and to utilize net revenues received by the authority from the operation of the convention center facilities, after allowance for operating expenses and other charges related to the ownership, operation or financing thereof, for other proper purposes of the authority, including, but not limited to, funding of operating deficiencies or operating or capital replacement reserves for either the convention center or the related parking facilities as determined to be appropriate by the authority; (7) to engage architects, engineers, attorneys, accountants, consultants and such other independent professionals as may be necessary or desirable to carry out its purposes; to contract for construction, development, concessions and the procurement of goods and services and to establish and modify procurement procedures from time to time to implement the foregoing in accordance with the provisions of section 32-603, as amended by this act; (8) to adopt procedures (A) which shall require that contractors or subcontractors engaged in the convention center project and the construction of the convention center hotel take affirmative action to provide equal opportunity for employment without discrimination as to race, creed, color, national origin or ancestry or gender, (B) to ensure that the wages paid on an hourly basis to any mechanic, laborer or workman employed by such contractor or subcontractor with respect to the convention center project or the construction of the convention center hotel shall be at a rate customary or prevailing for the same work in the same trade or occupation in the town and city of Hartford, unless otherwise established pursuant to a project

labor agreement, and (C) which shall require the prime construction contractors for the convention center project and for the convention center hotel, and the principal facility managers of the convention center facilities and the convention center hotel to make reasonable efforts to hire or cause to be hired available and qualified residents of the city of Hartford and available and qualified members of minorities, as defined in section 32-9n, for construction and operation jobs at the convention center facilities and the convention center hotel at all levels of construction and operation; (9) to enter into a development agreement with the developer of the convention center hotel, which agreement shall prohibit any voluntary sale, transfer or other assignment of the interests of such developer, or any affiliate thereof, in the convention center hotel, including the rights under any ground lease, air rights or similar agreement with the state or the authority, for a minimum period of five years from the completion thereof except with the prior written consent of the authority given or withheld in its sole discretion, and thereafter except to a party which, in the reasonable judgment of the authority, is financially responsible and experienced in the ownership and operation of first class hotel properties in similar locations; (10) to borrow money and to issue bonds, notes and other obligations of the authority to the extent permitted under section 32-607, as amended by this act, to fund and refund the same and to provide for the rights of the holders thereof and to secure the same by pledge of assets, revenues, notes and state contract assistance as provided in section 32-608, as amended by this act; (11) to do anything necessary and desirable, including executing reimbursement agreements or similar agreements in connection with credit facilities, including, but not limited to, letters of credit or policies of bond insurance, remarketing agreements and agreements for the purpose of moderating interest rate fluctuations, to render any bonds to be issued pursuant to section 32-607, as amended by this act, more marketable; and (12) to engage in and contract for marketing and promotional activities to attract national, regional and local conventions, sports events, trade shows, exhibitions, banquets and other events to maximize the use of the convention center facilities.

(d) In addition to the powers enumerated in subsections (b) and (c) of this section, with respect to capital city projects within the capital city economic development district the authority shall have the following powers: (1) To acquire, by gift, purchase, condemnation, lease or transfer, lands or rights-in-land and to sell and lease or sublease, as lessor or lessee or sublessor or sublessee, any portion of its real property rights, including air space above and enter into related common area maintenance, easement, access, support and similar agreements, and own and operate facilities, provided such activity is consistent with all applicable federal tax covenants of the authority, transfer or dispose of any property or interest therein acquired by it, at any time and to receive and accept aid or contributions, from any source, of money, labor, property or other thing of value, to be held, used and applied to carry out the purposes of this section, subject to the conditions upon which such grants and contributions are made, including, but not limited to, gifts or grants from any department, agency or instrumentality of the United States or this state for any purpose consistent with this section; (2) in consultation with the chief elected official of the town and city of Hartford, to condemn properties which may be necessary or desirable to effectuate the purposes of the authority to be exercised in accordance with the provisions of part I of chapter 835; (3) to formulate plans for, acquire, finance and develop, lease, purchase, construct, reconstruct, repair, improve, expand, extend, operate, maintain and market facilities, provided such activities are consistent with all applicable federal tax covenants of the authority; (4) to contract and be contracted with provided, if management, operating or promotional contracts or agreements or other contracts or agreements are entered into with nongovernmental parties with respect to property financed with the proceeds of obligations the interest on which is excluded from gross income for federal income taxation, the board of directors shall ensure that such contracts or agreements are in compliance with the covenants of the authority upon which such tax exclusion is conditioned; (5) to fix and revise, from time to time, and to charge and collect fees, rents and other charges for the use, occupancy or operation of such projects, and to establish and revise from time to time, procedures

concerning the use, operation and occupancy of such facilities, including parking rates, rules and procedures, provided such arrangements are consistent with all applicable federal tax covenants of the authority, and to utilize net revenues received by the authority from the operation of such facilities, after allowance for operating expenses and other charges related to the ownership, operation or financing thereof, for other proper purposes of the authority, including, but not limited to, funding of operating deficiencies or operating or capital replacement reserves for either such facilities and related parking facilities as determined to be appropriate by the authority; (6) to engage architects, engineers, attorneys, accountants, consultants and such other independent professionals as may be necessary or desirable to carry out its purposes; (7) to contract for construction, development, concessions and the procurement of goods and services and to establish and modify procurement procedures, from time to time, to implement the foregoing in accordance with the provisions of section 32-603, as amended by this act; (8) to borrow money and to issue bonds, notes and other obligations of the authority to the extent permitted under section 32-607, as amended by this act, to fund and refund the same and to provide for the rights of the holders thereof and to secure the same by pledge of assets, revenues, notes and state contract assistance, as provided in section 32-608, as amended by this act; (9) to do anything necessary and desirable, including executing reimbursement agreements or similar agreements in connection with credit facilities, including, but not limited to, letters of credit or policies of bond insurance, remarketing agreements and agreements for the purpose of moderating interest rate fluctuations, to render any bonds to be issued pursuant to section 32-607, as amended by this act, more marketable; and (10) to engage in and contract for marketing and promotional activities to attract national, regional and local conventions, sporting events, trade shows, exhibitions, banquets and other events to maximize the use of exhibition, sporting and entertainment facilities under the operation or jurisdiction of the authority.

~~[(d)]~~ (e) The authority shall have the power to negotiate, and, with the approval of the Secretary of the Office of Policy and Management, to enter into an agreement with any private developer, owner or lessee of any building or improvement located on land in a private development district, as defined in section 32-600, as amended by this act, providing for payments to the authority in lieu of real property taxes. Such an agreement shall be made a condition of any private right of development within the private development district, and shall include a requirement that such private developer, owner or lessee make good-faith efforts to hire, or cause to be hired, available and qualified minority business enterprises, as defined in section 4a-60g, to provide construction services and materials for improvements to be constructed within the private development district in an effort to achieve a minority business enterprise utilization goal of ten per cent of the total costs of construction services and materials for such improvements. Such payments to the authority in lieu of real property taxes shall have the same lien and priority, and may be enforced by the authority in the same manner, as provided for municipal real property taxes. Such payments as received by the authority shall be used to carry out the purposes of the authority set forth in subsection (a) of this section.

~~[(e)]~~ (f) The authority and the ~~[Secretary of the Office of Policy and Management]~~ Commissioner of Economic and Community Development may enter into a memorandum of understanding pursuant to which: (1) ~~[All administrative]~~ Administrative support and services, including all staff support, necessary for the operations of the authority ~~[are]~~ may be provided by the ~~[Office of Policy and Management]~~ Department of Economic and Community Development, (2) the ~~[Office of Policy and Management]~~ Department of Economic and Community Development is authorized to administer contracts and accounts of the authority, and (3) provision is made for the coordination of management and operational activities at the convention center, sport, exhibition or coliseum facilities and the stadium facility, that may include: (A) Provision for joint procurement and contracting, (B) the sharing of services and resources,

(C) the coordination of promotional and booking activities, and (D) other arrangements designed to enhance facility utilization and revenues, reduce operating costs or achieve operating efficiencies. The terms and conditions of such memorandum of understanding, including provisions with respect to the reimbursement by the authority to the [Office of Policy and Management] Department of Economic and Community Development of the costs of such administrative support and services, shall be as the authority and the [Secretary of the Office of Policy and Management] Commissioner of Economic and Community Development determine to be appropriate.

Sec. 11. Section 32-602a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The [Secretary of the Office of Policy and Management and the Capital City Economic Development Authority] Capital Region Development Authority may enter into a memorandum of understanding with the Connecticut Center for Science and Exploration that provides that the [secretary and the] authority may provide financial management and construction management services assistance for the science center.

Sec. 12. Section 32-603 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The board of directors of the [Capital City Economic Development Authority] Capital Region Development Authority shall adopt written procedures, in accordance with the provisions of section 1-121, for: (1) Adopting an annual budget and plan of operations, which shall include a requirement of board approval before the budget or plan may take effect; (2) hiring, dismissing, promoting and compensating employees of the authority, which shall include an affirmative action policy and a requirement of board approval before a position may be created or a vacancy filled; (3) acquiring real and personal property and personal services, which shall include a requirement of board approval for any nonbudgeted expenditure in excess of five thousand dollars; (4)

contracting for financial, legal, bond underwriting and other professional services which shall include a requirement that the authority solicit proposals at least once every three years for each such service which it uses; (5) issuing and retiring bonds, notes and other obligations of the authority; (6) providing financial assistance, which shall include eligibility criteria, the application process and the role played by the authority's staff and board of directors; and (7) the use of surplus funds.

Sec. 13. Section 32-604 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The Capital City Economic Development Authority shall conduct a feasibility and implementation study to determine the financial feasibility of the convention center project, as defined in subdivision (3) of section 32-600, and the sportsplex and the parking facilities, each as defined in section 32-651, which shall include, but not be limited to, consideration of proper planning, engineering, siting, cost of construction, revenue and expense projections and operation as a multipurpose facility or facilities.

(b) The authority shall determine if the feasibility and implementation study clearly establishes, considering all relevant factors, the financial viability of (1) the convention center, (2) the sportsplex, (3) the parking facilities, or (4) any combination of the foregoing. The authority shall deliver the implementation and feasibility study, together with its determination as to financial viability, to the Governor for submission to the General Assembly as part of the master development plan pursuant to subsection (b) of section 32-654.

(c) The Capital Region Development Authority shall conduct a feasibility and implementation study to determine the financial feasibility of undertaking development and redevelopment projects to further the purposes of the authority, which shall include, but not be limited to, consideration of proper planning, engineering, siting, cost of construction, revenue and expense projections and operational costs.

[(c)] (d) The authority shall monitor the progress of all capital city projects, projects in East Hartford and any project in the capital region and shall, on a regular basis, determine the extent to which each such project has, up to that point, met the purposes set forth in section 32-602, as amended by this act. The authority shall report semiannually to the Governor and the General Assembly in accordance with the provisions of section 11-4a with respect to the operations, finances and achievement of its economic development objectives.

[(d)] (e) The authority shall review and evaluate the progress of each capital city project and any project in the capital region for which financing is provided and shall devise and employ techniques for forecasting and measuring relevant indices of accomplishment of its goals of economic development, including, but not limited to, (1) the number of jobs created, or to be created, by or as a result of the project, (2) the cost or estimated cost, to the authority, involved in the creation of those jobs, (3) the amount of private capital investment in, or stimulated by, a project, in proportion to the public funds invested in such project, (4) the number of additional businesses created and associated jobs, (5) increased housing availability in downtown Hartford, and [(5)] (6) the impact on tourism.

Sec. 14. Section 32-605 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) In lieu of the report required under section 1-123, within the first ninety days of each fiscal year of the [Capital City Economic Development Authority] Capital Region Development Authority, the board of directors of the authority shall submit a report to the Governor, the Auditors of Public Accounts and the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding. Such report shall include, but not be limited to, the following: (1) A list of all bonds issued during the preceding fiscal year, including, for each such issue, the financial advisor and underwriters, whether the issue was competitive, negotiated or privately placed, and the issue's face value

and net proceeds; (2) a description of the capital city project or any economic development project in the capital region in which the authority is involved, its location and the amount of funds, if any, provided by the authority with respect to the construction of such project; (3) a list of all outside individuals and firms, including principal and other major stockholders, receiving in excess of five thousand dollars as payments for services; (4) a comprehensive annual financial report prepared in accordance with generally accepted accounting principles for governmental enterprises; (5) the cumulative value of all bonds issued, the value of outstanding bonds and the amount of the state's contingent liability; (6) the affirmative action policy statement, a description of the composition of the work force of the authority by race, sex and occupation and a description of the affirmative action efforts of the authority; (7) a description of planned activities for the current fiscal year; (8) a list of all private investments made or committed for commercial development within the capital city economic development district; and (9) an analysis of the authority's success in achieving the purposes stated in section 32-602, as amended by this act.

(b) In lieu of the audit required under section 1-122, the board of directors of the authority shall annually contract with a person, firm or corporation for a compliance audit of the authority's activities during the preceding authority fiscal year. The audit shall determine whether the authority has complied with its regulations concerning affirmative action, personnel practices, the purchase of goods and services and the use of surplus funds. The board shall submit the audit report to the Governor, the Auditors of Public Accounts and the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding.

(c) The board of directors of the authority shall annually contract with a firm of certified public accountants to undertake an independent financial audit of the authority in accordance with generally accepted auditing standards. The board shall submit the audit report to the Governor, the

Auditors of Public Accounts and the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding. The books and accounts of the authority shall be subject to annual audits by the state Auditors of Public Accounts.

[(d) On January 15, 2000, the authority shall submit to the Governor and to the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding, a two-year performance review report detailing for each capital city project undertaken to date under the program, the progress made and the actual expenditures compared to original estimated costs. Not later than sixty calendar days after receipt of said report, such joint committee shall consider the report and determine whether there has been insufficient progress or whether there have been significant cost increases over original estimates. If so, the committee may make recommendations for appropriate action to the authority and to the General Assembly.]

[(e)] (d) The authority shall designate a [convention center operations] contract compliance officer from the staff of the authority to monitor compliance of the operations of facilities under the management or control of the authority, the convention center, convention center hotel and related parking facilities of the center and the hotel, with the provisions of state law applicable to such operations, including, but not limited to, this section and sections 32-650 to 32-668, inclusive, and with applicable requirements of contracts entered into by the authority, relating to set-asides for small contractors and minority business enterprises and required efforts to hire available and qualified members of minorities, as defined in section 32-9n, and available and qualified residents of the city of Hartford for jobs in such operations. Such officer shall file, each year during the period of facility operations, a written report with the authority as to findings and recommendations regarding such compliance.

Sec. 15. Section 32-606 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) Any person, including, but not limited to, a state or municipal agency, requesting funds from the state, including, but not limited to, any authority created by the general statutes or any public or special act, with respect to any capital city project or any economic development project in the capital region in which the Capital Region Development Authority is involved, shall, at the time it makes such request for funds from the state, present a full and complete copy of its application or request, along with any supporting documents or exhibits, to the [Capital City Economic Development Authority] Capital Region Development Authority for its recommendation and to the Secretary of the Office of Policy and Management. The authority shall, not later than ninety days after receipt of such application or request, prepare and adopt a capital city economic development statement, summarizing its recommendations with respect to such application or request, and deliver such statement to the state officer, official, employee or agent of the state or authority to whom such application or request was made. The recommendations in such statement shall include contract provisions regarding performance standards, including, but not limited to, project timelines.

(b) Notwithstanding any other provision of the general statutes, public or special acts, any regulation or procedure or any other law, no officer, official, employee or agent of the state or any authority created by the general statutes or any public or special act, shall expend any funds on any capital city project or any project in the capital region in which the authority is involved, unless such officer, official, employee or agent has received a capital city economic development statement adopted by the authority pursuant to subsection (a) of this section, provided, if no such statement is received by the time ninety days have elapsed from the date of the initial application or request for such funds, such funds may be expended. If funds are expended pursuant to this subsection in a manner not consistent with the recommendations contained in a capital city economic development statement for such expenditure, the officer, official, employee or agent of the state expending such funds shall

respond in writing to the authority, providing an explanation of the decision with respect to such expenditure.

(c) The authority shall not adopt any statement recommending funding for any capital city project or any economic development project in the capital region in which the authority is involved, unless and until the town and city of Hartford has created a municipal parking authority in accordance with chapter 100 and has transferred, or scheduled the transfer of, in a legally binding way, the rights and responsibilities of the municipality for all municipally-owned or operated parking facilities, as defined in section 7-202.

(d) The authority shall coordinate the use of all state and municipal planning and financial resources that are or can be made available for any capital city project or any economic development project in the capital region in which the authority is involved, including any resources available from any quasi-public agency.

(e) All state and municipal agencies, departments, boards, commissions and councils shall cooperate with the [Capital City Economic Development Authority] Capital Region Development Authority in carrying out the purposes enumerated in section 32-602, as amended by this act.

[(f) The powers and duties granted to the authority pursuant to this section shall terminate July 1, 2013.]

Sec. 16. Subsection (a) of section 32-607 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The board of directors of the [Capital City Economic Development Authority] Capital Region Development Authority is authorized from time to time to issue its bonds, notes and other obligations in such principal amounts as in the opinion of the board shall be necessary to provide sufficient funds for carrying out the purposes set forth in section

32-602, as amended by this act, with respect to the convention center project as defined in subdivision (3) of section 32-600, as amended by this act, including the payment, funding or refunding of the principal of, or interest or redemption premiums on, any bonds, notes and other obligations issued by it whether the bonds, notes or other obligations or interest to be funded or refunded have or have not become due, the establishment of reserves to secure such bonds, notes and other obligations, loans made by the authority and all other expenditures of the authority incident to and necessary or convenient to carry out the purposes set forth in section 32-602, as amended by this act.

Sec. 17. Subsection (a) of section 32-608 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The state, acting by and through the Secretary of the Office of Policy and Management and the State Treasurer, may enter into a contract with the [Capital City Economic Development Authority] Capital Region Development Authority providing that the state shall pay contract assistance to the authority pursuant to the provisions of this section. Such contract assistance is limited to an amount equal to the annual debt service on the outstanding amount of bonds to be issued pursuant to section 32-607, as amended by this act, to finance the costs of the convention center project, as defined in subdivision (3) of section 32-600, as amended by this act. The contract entered into pursuant to this section shall include such provisions as the Secretary of the Office of Policy and Management and the State Treasurer deem necessary to assure the efficient construction and operation of such project and find are in the best interests of the state. No such contract shall be entered into by the secretary and the State Treasurer unless the board of directors of the authority files therewith a certificate setting forth its findings and determinations of the extent to which the incremental tax revenues under the authority of law existing at the time such certificate is filed to be derived as a result of the construction and operation of the project and visitor spending with respect thereto are reasonably expected to offset,

over the term that the bonds are scheduled to be outstanding, the amount of debt service expected to be paid on authority bonds to be secured by such state assistance contract. In the event the secretary and the State Treasurer substantially concur with the findings of the board, a certificate evidencing such substantial concurrence shall be filed by such secretary and State Treasurer with the clerks of the Senate and the House of Representatives. In making such findings and determinations and executing such approval, the board, the secretary and the State Treasurer shall each be entitled to rely upon such reports and estimates of experts, as appropriate, for the proper evaluation of feasibility of the project, including, without limitation, estimates relating to the incremental tax revenues resulting from the convention center project, reasonable expectation as to the additional development in the area of the convention center project and such additional expenditures as a result of construction, tourism and other travel, entertainment and retail sales as may result from the location of such project in the capital city of the state.

Sec. 18. Section 32-609 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

With the concurrence of the Secretary of the Office of Policy and Management and the State Treasurer, the [Capital City Economic Development Authority] Capital Region Development Authority may submit an application to the Connecticut Development Authority on behalf of the convention center project as defined in subdivision (3) of section 32-600, as amended by this act, for a loan or loans consistent with the requirements of chapter 579 and the Connecticut Development Authority is hereby authorized to review such application as a package for the purposes of its requirements, including eligibility for federal or state funding in addition to the financing applied for. Any loan by the Connecticut Development Authority to the [Capital City Economic Development Authority] Capital Region Development Authority shall be evidenced by the general obligation bond of such authority, in fully marketable form, duly executed and accompanied by an approving legal

opinion with respect to validity, security and tax matters as would otherwise be required in a public offering. Any loan with respect to the hotel or other portions of private investment pertaining to the convention center project shall be on such terms and conditions as the Connecticut Development Authority requires to satisfy its eligibility for financing of a loan from the proceeds of its general obligation program bonds.

Sec. 19. Section 32-610 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The exercise of the powers granted by section 32-602, as amended by this act, constitute the performance of an essential governmental function and the [Capital City Economic Development Authority] Capital Region Development Authority shall not be required to pay any taxes or assessments upon or in respect of the convention center or the convention center project, as defined in section 32-600, as amended by this act, levied by any municipality or political subdivision or special district having taxing powers of the state and such project and the principal and interest of any bonds and notes issued under the provisions of section 32-607, as amended by this act, their transfer and the income therefrom, including revenues derived from the sale thereof, shall at all times be free from taxation of every kind by the state of Connecticut or under its authority, except for estate or succession taxes but the interest on such bonds and notes shall be included in the computation of any excise or franchise tax. Notwithstanding the foregoing, the convention center and the related parking facilities owned by the authority shall be deemed to be state-owned real property for purposes of sections 12-19a and 12-19b and the state shall make grants in lieu of taxes with respect to the convention center and such related parking facilities to the municipality in which the convention center and such related parking facilities are located as otherwise provided in said sections 12-19a and 12-19b.

Sec. 20. Section 32-611 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The state of Connecticut does hereby pledge to and agree with the holders of any bonds, notes and other obligations issued under section 32-607, as amended by this act, and with those parties who may enter into contracts with the [Capital City Economic Development Authority] Capital Region Development Authority or its successor agency, that the state will not limit or alter the rights hereby vested in the authority or in the holders of any bonds, notes or other obligations of the authority to which contract assistance is pledged pursuant to section 32-608, as amended by this act, until such obligations, together with the interest thereon, are fully met and discharged and such contracts are fully performed on the part of the authority, provided nothing contained herein shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the holders of such bonds, notes and other obligations of the authority or those entering into contracts with the authority. The authority is authorized to include this pledge and undertaking for the state in such bonds, notes and other obligations or contracts.

Sec. 21. Subsection (b) of section 32-614 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(b) The proceeds of the sale of said bonds, to the extent of the amount stated in subsection (a) of this section, shall be used as follows: Three million dollars by the Department of Economic and Community Development for a grant-in-aid to the [Capital City Economic Development Authority] Capital Region Development Authority and the balance by the Office of Policy and Management for a grant-in-aid to the [Capital City Economic Development Authority] Capital Region Development Authority for the project costs of the convention center project, as defined in section 32-651, as amended by this act, and such portion of preliminary costs and the project costs of site acquisition, site preparation and infrastructure improvements related to other aspects of the overall project, all as defined in section 32-651, as amended by this act, as is determined jointly by the secretary and the authority to be

appropriately allocated to the convention center facilities, subject to satisfaction of the conditions set forth in subsection (a) of section 32-654.

Sec. 22. Subsection (a) of section 32-616 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) For the purposes described in subsection (b) of this section the State Bond Commission shall have power, from time to time but in no case later than June 30, [2013] 2017, to authorize the issuance of bonds of the state, in one or more series and in principal amounts and in the aggregate not exceeding one hundred fifteen million dollars and such additional amounts as may be required in connection with the costs of issuance of the bonds including bond anticipation, temporary and interim notes, the proceeds of which shall be used by the State Treasurer to pay the costs of issuance, provided in computing the total amount of bonds which may at any one time be outstanding, the principal amount of any refunding bonds issued to refund bonds shall be excluded.

Sec. 23. Section 32-617 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The state shall protect, save harmless and indemnify the [Capital City Economic Development Authority] Capital Region Development Authority and its directors, officers and employees from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment based upon any alleged act or omission of the authority or any such director, officer or employee in connection with, or any other legal challenge to, the overall project, as defined in section 32-651, as amended by this act, stadium facility operations, as defined in section 32-651, as amended by this act, public act 98-1 of the December special session, public act 99-241 or public act 00-140, including without limitation the preparation by the authority of the environmental impact evaluation contemplated by subsection (j) of section 32-664, as amended by this act, provided any such director, officer or employee is found to have been acting in the discharge of such director, officer or employee's

duties or within the scope of such director, officer or employee's employment and any such act or omission is found not to have been wanton, reckless, wilful or malicious.

Sec. 24. Section 32-651 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

As used in sections 32-650 to 32-668, inclusive, sections 39 and 40 of public act 98-1 of the December special session, as amended by public act 99-241 and public act 00-140, and subsection [(e)] (d) of section 32-605, as amended by this act:

(1) "Adriaen's Landing site" means the area of approximately thirty-three acres of land within the capital city economic development district designated in the master development plan as the location of the convention center, the related parking facilities and the on-site related private development.

(2) "Bonds" means the bonds authorized to be issued and sold by the state pursuant to sections 32-652 and 32-653, and, unless the context requires a different meaning, shall include serial, term or variable rate bonds, notes issued in anticipation of the issuance of bonds, and temporary or interim notes or notes issued pursuant to a commercial paper program.

(3) "Capital city economic development district" has the meaning assigned to that term in section 32-600, as amended by this act.

(4) "Comptroller" means the State Comptroller or the deputy comptroller appointed pursuant to section 3-133.

(5) "Convention center" has the meaning assigned to that term in section 32-600, as amended by this act.

(6) "Convention center project" has the meaning assigned to that term in section 32-600, as amended by this act.

(7) "Convention center hotel" has the meaning assigned to that term in section 32-600, as amended by this act.

(8) "Costs of issuance" means all costs related to the proceedings under which bonds are issued pursuant to sections 32-652 and 32-653, including, but not limited to, fees and expenses or other similar charges incurred in connection with the execution of reimbursement agreements, remarketing agreements, standby bond purchase agreements, agreements in connection with obtaining any liquidity facility or credit facility with respect to such bonds, trust agreements respecting disbursement of bond proceeds and any other necessary or appropriate agreements related to the marketing and issuance of such bonds and the disbursement of the bond proceeds, auditing and legal expenses and fees, expenses incurred for professional consultants, financial advisors and fiduciaries, fees and expenses of remarketing agents and dealers, fees and expenses of the underwriters to the extent not paid from a discount on the purchase price of such bonds, and fees and expenses of rating agencies, transfer or information agents, and including costs of the publication of advertisements and notices, printers' fees or charges incurred by the state to comply with applicable federal and state securities or tax laws and any other similar costs of issuance.

(9) "Design professional" means each duly licensed architect, engineer or other design professional experienced in the design of comparable facilities and related improvements retained by the secretary from time to time to prepare plans and specifications and perform related professional services in connection with the overall project and related development activities.

(10) "Stadium facility manager" means each nongovernmental service provider engaged by the secretary to provide overall management services with respect to all or a portion of the stadium facility.

(11) "Stadium facility operations" means all activities related to the use, management and operation of the stadium facility including, without

limitation, maintenance and repairs, purchases of supplies, the addition or replacement of furniture, fixtures and equipment, safety and security, crowd and traffic control, ticket and premium seating promotion and sales, ticketing and box office operations, event booking, scheduling and promotion, event operations, stadium parking management, marketing, promotion and public relations, advertising sales, media and broadcast activities and merchandising, catering and concessions.

(12) "GMP" means guaranteed maximum price.

(13) "Governmental authorities" means all federal, state or local governmental bodies, instrumentalities or agencies and all political subdivisions of the state, including municipalities, taxing, fire and water districts and other governmental units.

(14) "Governmental permits" means all permits, authorizations, registrations, consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of or with, or required by, governmental authorities, including those relating to traffic, environmental protection, wetlands, zoning, site approval, building and public health and safety, that are required for the development and operation of any project or facility.

(15) "Stadium facility capital replacement account" means the capital replacement reserve account within the Stadium Facility Enterprise Fund established by section 32-657.

(16) "Stadium Facility Enterprise Fund" means the separate fund established by section 32-657.

(17) "Infrastructure improvements" means necessary or desirable infrastructure improvements relating to the convention center, the stadium facility, the related parking facilities or the on-site related private development, as the case may be, including, but not limited to, structures over roads and highways, roadway improvements, pedestrian

improvements, landscaped plazas, piers, foundations and other structural work on the Adriaen's Landing site or the stadium facility site or off-site as determined by the secretary to be necessary or desirable in connection with the development of the Adriaen's Landing site or the stadium facility site, and whether undertaken by the secretary or any other agency, department or public instrumentality of the state, as more particularly described in the master development plan.

(18) "Internal Revenue Code" means the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, and regulations adopted thereunder.

(19) "Master development plan" means the master development plan for the overall project and the on-site related private development prepared by the secretary and the authority with the assistance of the design professional, in the form filed with the clerks of the Senate and the House of Representatives on March 3, 2000, as modified by the secretary after May 2, 2000, in accordance with the provisions of section 32-655b, as amended by this act.

(20) "NCAA" means the National Collegiate Athletic Association or its successor.

(21) "On-site related private development" means the convention center hotel and the other housing, entertainment, recreation, retail and office development on the Adriaen's Landing site contemplated by the master development plan. "On-site related private development" includes the second phase of the convention center hotel as described in the master development plan but excludes any other addition to, or any expansion, demolition, conversion or other modification of, any such on-site related private development unless the secretary certifies in the secretary's discretion that such addition, expansion, demolition, conversion or other modification is being undertaken by agreement with the secretary in furtherance of the objectives of the master development plan.

(22) "Overall project" means the convention center project, the stadium facility project and the parking project, or one or more of the foregoing as more particularly described in the master development plan, including all related planning, feasibility, environmental testing and assessment, permitting, engineering, technical and other necessary development activities, including site acquisition, site preparation and infrastructure improvements. As used in sections 32-664, as amended by this act, 32-665 and 32-668, and subdivision (1) of section 12-412, subsection (a) of section 12-498 and subdivision (1) of section 22a-134, and section 32-617a, "overall project" also includes the development, design, construction, finishing, furnishing and equipping of the on-site related private development.

(23) "Parking project" means the development, design, construction, finishing, furnishing and equipping of the related parking facilities and related site acquisition and site preparation.

(24) "Preliminary costs" means the costs of the state or the authority, as the case may be, relating to planning, preliminary design, feasibility and permitting of the overall project, whether incurred prior to or following July 1, 1999, including, but not limited to, costs of plans, including plans with respect to alternative or prior designs, budgeting, borings, surveys, maps, title examinations, environmental testing, environmental impact evaluations, appraisals, documentation of estimates of costs and revenue increments to the state or the authority in connection with the overall project and the permitting thereof, including feasibility studies, market and impact analysis, preliminary design costs and costs incidental to investigations, preparation and processing of permit applications and preparation and analysis of any proposed agreement, lease or memorandum of understanding with respect to the overall project, including, but not limited to, the fees and expenses of professional, management and technical consultants, and financial and legal advisors, and the reimbursement to any state agency or department, public authority, political subdivision or private entity which has advanced or advances funds for the payment of any such preliminary costs, provided

that in the case of any such private entity such advancement was or is at the request of or with the approval of the state as certified by the secretary and would qualify as a preliminary cost if incurred directly by the state or the [Capital City Economic Development Authority] Capital Region Development Authority.

(25) "Prime construction contractor" means each general contractor, construction manager or other construction professional with primary responsibility for construction activities with respect to the stadium facility, the convention center, the related parking facilities or any aspect of the on-site related private development, as the case may be.

(26) "Project costs" means and includes all hard and soft costs relating to the overall project, or, in context, any aspect thereof, including, but not limited to, preliminary costs, costs of site acquisition, site preparation and infrastructure improvements, relocation costs, including costs related to interim parking arrangements, costs of issuance, costs of labor and materials employed in the work, fees for project and construction management services, including incentive payments related to timely completion of improvements at or under budget, costs of insurance, including title insurance, the establishment of appropriate reserve funds in connection with the financing of any aspect of the overall project, and costs of accounting, legal, architectural, environmental, permitting, engineering, management, financial and other professional and technical services.

(27) "Project manager" means the development professional selected to supervise and coordinate the development of the Adriaen's Landing site on behalf of the secretary and the authority.

(28) "Real property" means land and buildings and all estate, interest or right in land or buildings, including land or buildings owned by any person, the state or any political subdivision of the state or instrumentality thereof and including any and all easements, rights of way, air rights and every estate, right or interest therein.

(29) "Related parking facilities" means parking structures, facilities or improvements which are necessary or desirable to provide parking for the convention center, the convention center hotel and other on-site related private development, which related parking facilities may also satisfy other public and private parking requirements within the capital city economic development district, or to replace currently available parking which may be displaced by the overall project, other than the stadium facility project, or the on-site related private development, together with equipment, fixtures, furnishings and appurtenances integral and normally associated with the construction and operation of parking facilities, and ancillary infrastructure improvements, all as more particularly described in the master development plan.

(30) "Related private development" means privately developed facilities or projects located within the capital city economic development district and associated with the convention center, including the hotel to be developed in conjunction with the convention center and such other privately developed facilities or projects, which may include housing, hotel, retail, entertainment, recreation, office or parking facilities or projects, including privately developed or financed improvements related to the convention center or such facilities or projects, as contemplated by the master development plan. For purposes of this subdivision, the term "associated" means functionally and economically related to the convention center as part of an integrated effort to develop and revitalize the urban core of the city of Hartford as an attractive destination for visitors and location for new businesses and residents.

(31) "Secretary" means the Secretary of the Office of Policy and Management or the secretary's designee.

(32) "Site acquisition" means the acquisition of real property, by condemnation, purchase, lease, lease-purchase, exchange or otherwise, comprising the Adriaen's Landing site and the stadium facility site, and includes the acquisition of other real property determined by the secretary

to be necessary for off-site infrastructure improvements related to the development of the Adriaen's Landing site or the stadium facility site or for temporary use for construction staging or replacement parking during the period of construction, and the exchange or lease, as lessor or lessee, by the secretary or any other agency, department or public instrumentality of the state, of off-site real property to the extent determined by the secretary to be necessary to acquire real property comprising the Adriaen's Landing site, but excludes the acquisition or development by any private party of real property or improvements not on the Adriaen's Landing site.

(33) "Site preparation" means the removal and relocation of utilities, including electricity, gas, steam, water and sewer, the installation and connection of additional required utilities, the construction of necessary drainage facilities, the demolition of existing improvements and the removal, containment or other remediation of any hazardous materials and the restoration and compacting of soil, whether undertaken by the secretary or any other agency, department or public instrumentality of the state, all on the Adriaen's Landing site, the stadium facility site, and on other sites where site preparation is necessary for the development of the Adriaen's Landing site and the stadium facility site as contemplated by the master development plan or for the continuation of a public service facility, as defined in section 32-658, or utility operations.

(34) "Stadium facility" means a multipurpose sports stadium with a minimum of approximately forty thousand seats and with capacity for expansion to a minimum of approximately fifty thousand seats, meeting all applicable requirements for home team facilities for Division I-A football of the NCAA and the college football conference of which the university is expected to be a member, including seating capacity, size and composition of playing surface, locker room and media facilities and other amenities, to be owned by the state on the stadium facility site, together with equipment, fixtures, furnishings and appurtenances integral and normally associated with the construction and operation of such a facility,

stadium parking and ancillary infrastructure improvements, all as more particularly described in the master development plan.

(35) "Stadium facility project" means the development, design construction, finishing, furnishing and equipping of the stadium facility and related site acquisition and site preparation.

(36) "Stadium facility site" means the real property located at Rentschler Field in the town of East Hartford designated for such purpose in the master development plan.

(37) "Stadium parking" means improvements, facilities and other arrangements for parking for stadium facility operations and events, including license, lease or other parking use agreements.

(38) "State" means the state of Connecticut.

(39) "State Bond Commission" means the commission established pursuant to subsection (c) of section 3-20 or any successor thereto.

(40) "Treasurer" means the State Treasurer or the deputy treasurer appointed pursuant to section 3-12.

(41) "University" means The University of Connecticut, a constituent unit of the state system of public higher education.

(42) "Work" means the provision of any or all of the work, labor, materials, equipment, services and other items required for a project including, but not limited to, design, architectural, engineering, development and other technical and professional services, construction and construction management services, permits, construction work and any and all other activities and services necessary to acquire, design, develop, construct, finish, furnish or equip any project.

(43) "Connecticut Center for Science and Exploration" means the science center facility constructed and operated in the Adriaen's Landing site.

Sec. 25. Subdivision (14) of section 32-655 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(14) Pay or reimburse the Office of Policy and Management, the authority, the university and other affected state agencies and political subdivisions of the state and any third parties incurring such costs at the request or with the approval of the state as certified by the secretary, for project costs of the overall project including, without limitation, preliminary costs arising prior to July 1, 1999, or costs under subsection [(e)] (d) of section 32-605, as amended by this act, or sections 32-654, 32-654a, 32-655a, 32-655b, as amended by this act, and 32-666a; and

Sec. 26. Section 32-655b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The master development plan may be modified by the secretary after May 2, 2000, to the extent determined by the secretary to be necessary or desirable in light of unforeseen conditions or circumstances, including, without limitation, economic or market conditions or development or cost constraints, provided (1) no such modification shall be inconsistent with any requirements of subsection [(e)] (d) of section 32-605, as amended by this act, or sections 32-650 to 32-668, inclusive, as amended by this act, and (2) in the event that the secretary determines that any such modification in the master development plan would result in a material change in the purpose or character of the stadium facility, the related parking facilities or the convention center, such modification shall not become effective unless and until (A) the secretary has filed with the house and senate clerks, for transmittal to the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding, a description of such modification in reasonable detail, and (B) such committee shall either have (i) approved such modification, or (ii) failed to reject such modification within thirty days of the date of filing by

the secretary of the description of such modification with the house and senate clerks.

Sec. 27. Subsection (i) of section 32-656 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(i) The secretary and the authority shall jointly select and appoint an independent construction contract compliance officer or agent, which may be an officer or agency of a political subdivision of the state, other than the authority, or a private consultant experienced in similar public contract compliance matters, to monitor compliance by the secretary, the authority, the project manager and each prime construction contractor with the provisions of applicable state law, including subdivision (1) of section 12-412, subsection (a) of section 12-498, sections 12-541 and 13a-25, subdivision (1) of section 22a-134, section 32-600, as amended by this act, subsection [(c)] (d) of section 32-602, as amended by this act, subsection [(e)] (d) of section 32-605, as amended by this act, section 32-610, as amended by this act, subsections (a) and (b) of section 32-614, as amended by this act, sections 32-617, as amended by this act, 32-617a, 32-650, 32-651 to 32-658, inclusive, as amended by this act, 32-660 and 32-661, subsection (b) of section 32-662, section 32-663, subsections (j) to (l), inclusive, of section 32-664, as amended by this act, sections 32-665 to 32-666a, inclusive, sections 32-668 and 48-21 and sections 29 and 30 of public act 00-140, and with applicable requirements of contracts with the secretary or the authority, relating to set-asides for small contractors and minority business enterprises and required efforts to hire available and qualified members of minorities and available and qualified residents of the city of Hartford and the town of East Hartford for construction jobs with respect to the overall project and the on-site related private development. Such independent contract compliance officer or agent shall file a written report of his or her findings and recommendations with the secretary and the authority each quarter during the period of project development.

Sec. 28. Subsection (j) of section 32-664 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(j) The [Capital City Economic Development Authority] Capital Region Development Authority shall be considered the state agency responsible for preparing the written evaluation of the impact of the convention center project and the parking project on the environment, and the Office of Policy and Management shall be responsible for preparing the written evaluation of the impact of the stadium facility project on the environment, in accordance with the requirements set forth in section 22a-1b and the regulations adopted thereunder. The scope of each such written evaluation shall include each related activity, facility or project which the authority or the Office of Policy and Management, respectively, determines should be considered part of the same sequence of planned activities as the convention center project, the parking project or the stadium facility project, as the case may be, for purposes of section 22a-1c, including any housing, retail, entertainment, recreation, office, parking or hotel project or facility proposed to be integrated with or developed or used in conjunction with the stadium facility or the convention center, and any public service facility proposed to be constructed or relocated, either on or off the Adriaen's Landing site, as a result of or in connection with the overall project. The authority is authorized to assist the city of Hartford in the preparation and processing of any environmental impact statement with respect to such sequence of planned activities or any part thereof required to be undertaken by the city of Hartford on behalf of any federal agency under the National Environmental Policy Act, and the Office of Policy and Management is authorized to assist the town of East Hartford in the preparation and processing of any environmental impact statement with respect to such sequence of planned activities or any part thereof required to be undertaken by the town of East Hartford on behalf of any federal agency under the National Environmental Policy Act. Such assistance may include the expansion of the scope of the environmental evaluation undertaken by the authority or the Office of Policy and Management to the extent necessary to satisfy the requirements of the

National Environmental Policy Act and assistance with such additional procedural requirements as may pertain thereto. The authority, the city of Hartford, the Office of Policy and Management and the town of East Hartford may enter into memoranda of understanding with respect to such assistance, which may include provisions for an appropriate allocation of any additional costs incurred by the authority or the Office of Policy and Management, respectively, in connection therewith. To the extent that any activity, facility or project of any other public or private entity is included in any environmental evaluation undertaken by the authority, or the Office of Policy and Management, the authority or the Office of Policy and Management, as the case may be, shall be entitled to receive payment or reimbursement of such entity's allocable share of the costs incurred by the authority or the Office of Policy and Management, respectively, in connection therewith. Each such evaluation shall include a description of the permits, licenses or other approvals required from the Commissioner of Energy and Environmental Protection for the overall project. The authority and the Office of Policy and Management, as the case may be, shall submit their evaluations and a summary thereof, including any negative findings to the Commissioner of Energy and Environmental Protection and the secretary and shall make the evaluations and summaries available to the public for inspection and comment at the same time. Notwithstanding the regulations adopted pursuant to section 22a-1a, the authority and the Office of Policy and Management each shall hold a public hearing on its evaluation and shall publish notice of the availability of its evaluation and summary in a newspaper of general circulation in the city of Hartford and, with respect to the stadium facility project, the town of East Hartford not less than fourteen calendar days before the date of such hearing. Any person may comment at the public hearing or in writing not later than the second day following the close of the public hearing. All public comments received by the authority and the Office of Policy and Management, as the case may be, shall be promptly forwarded to the Commissioner of Energy and Environmental Protection and the secretary and shall be made available for public inspection. Nothing in subsection (b) of section 22a-1 shall be

deemed to require that any such written evaluation of environmental impact be completed prior to the award of contracts, the incurrence of obligations or the expenditure of funds in connection with the acquisition of the Adriaen's Landing site or the stadium facility site, planning and engineering studies for site preparation or preliminary site preparation work not requiring permits or approvals not yet obtained, or the planning and design of the stadium facility and the related parking facilities or the convention center. Nothing in this section shall be deemed to require that applications for licenses, permits, approvals or other administrative action in connection with all aspects of the overall project be submitted or acted upon at the same time if not otherwise required by law.

Sec. 29. Section 32-669 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

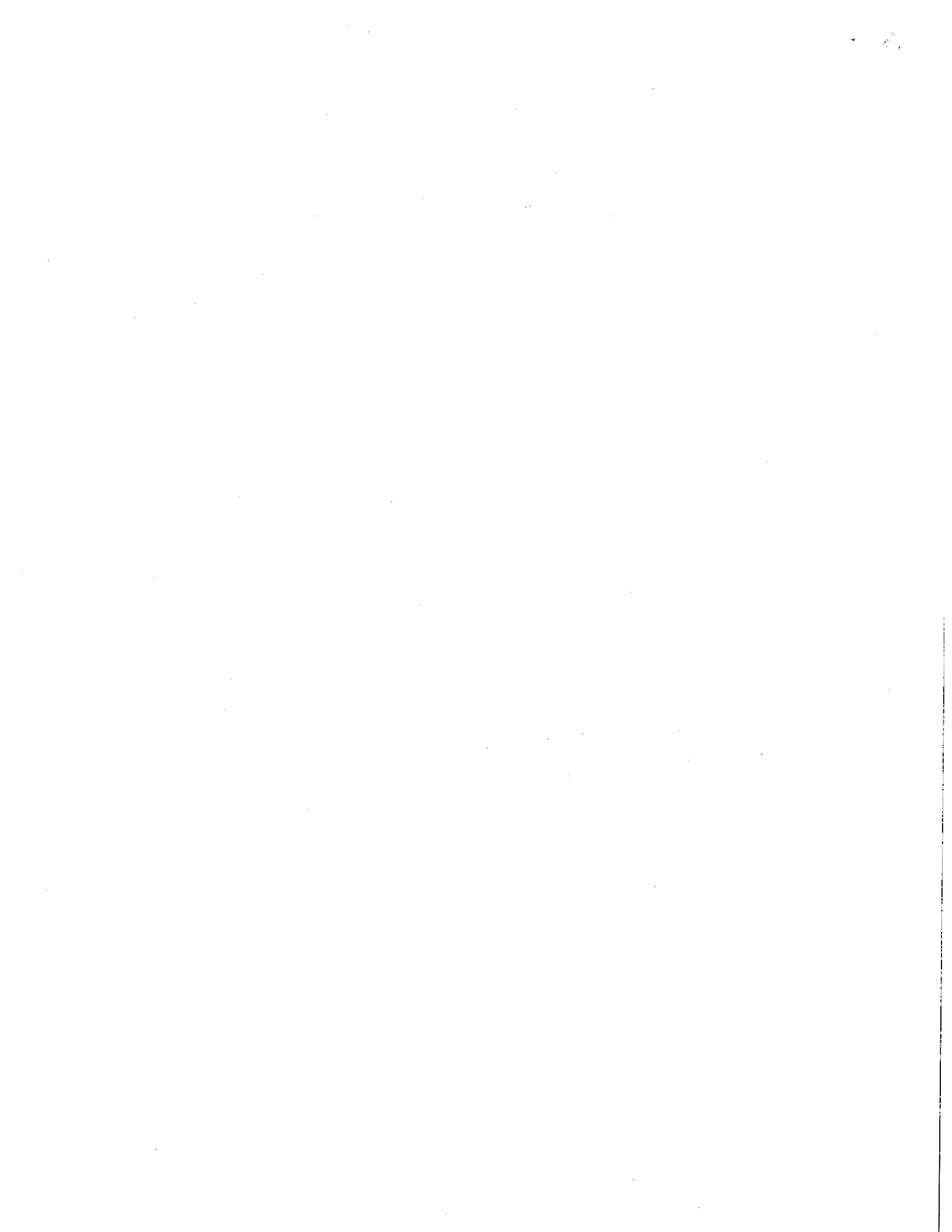
(a) On or before February 1, 2003, and annually thereafter, until five years after the opening of the convention center, the [Secretary of the Office of Policy and Management] Capital Region Development Authority shall prepare a report regarding the status of the Adriaen's Landing project and The University of Connecticut football stadium project. Such report shall be made, in accordance with the provisions of section 11-4a, to the president pro tempore of the Senate, the speaker of the House of Representatives, the majority leader of the Senate, the majority leader of the House of Representatives, the minority leader of the Senate and the minority leader of the House of Representatives and to the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding. The report to said committee shall be presented at a meeting of said committee held during the regular session of the calendar year in which such report is due.

(b) Such report shall be separated into a section on the Adriaen's Landing project and a section on The University of Connecticut football stadium project and shall contain the following information: (1) A detailed estimated budget for the overall project; (2) the current timeline for the

entire project, with significant milestone events, from inception to projected completion date; (3) for each project component, including, but not limited to, the science center, (A) a description of the component, (B) its current budget in detail, comparing it to the budget presented to the General Assembly prior to May 2, 2000, (C) projected completion date, (D) any change made in the course of planning and execution over the prior calendar year and reasons for such change, and (E) status at the end of such calendar year; (4) problems encountered in the prior calendar year and potential problems in the future; (5) status of the project's compliance with the provisions of section 32-605, as amended by this act, including, but not limited to, (A) a description of each contract entered into during the prior calendar year, (B) whether any contractor is a woman-owned business enterprise, a minority business enterprise or a small business enterprise, as those terms are defined in section 4a-60g, (C) the value of such contract, (D) any subcontractors under such contract, the value of the subcontract and whether any subcontractor is a woman-owned business enterprise, a minority business enterprise or a small business enterprise, as those terms are defined in section 4a-60g, (E) the number of jobs associated with such contract, including the number of jobs held by residents of Hartford and East Hartford and the number of jobs held by women and minorities, and (F) any steps being taken for affirmative action and corrective measures for any deficiencies; (6) a detailed projected annual operating budget for each facility, including information regarding how much funding the state will be required to provide and how much the municipality will be required to provide; (7) a timeline showing when operating expenses may be incurred prior to the project's completion, including how much of such expenses will be provided by the state in each year and how much will be provided by the host municipality; (8) current estimates for funding from all state and private sources for each component of the project for each fiscal year in which the funding is made available; (9) a summary of the total funding for the project from each of the following sources: (A) General obligation bonds, (B) funding from the General Fund operating surplus, (C) revenue bonds issued by the [Capital City Economic Development Authority] Capital

Region Development Authority, with the associated General Fund costs, including, but not limited to, General Fund debt service reimbursement for the parking garage and utility plant, (D) tax exemptions or credits granted to any part of the project, (E) payments in lieu of taxes made to any municipality for any component of the project, (F) the operating subsidy for the convention center and the science center, (G) private investments, and (H) any other sources; and (10) detailed financial information regarding the income and expenses of any public entities operating at Adriaen's Landing.

Approved June 15, 2012



Attenello, Angela

From: Leclerc, Marcia
Sent: Tuesday, January 08, 2013 4:19 PM
To: Attenello, Angela
Subject: Snow Flake Donations

Ang:

In response to Councilor Thompson's question regarding which account the snow flake decorations would be paid from I offer the following. The snow flake decorations will be paid from Seasonal Purchase Equipment account #S7553. The donation was deposited to that account the payment will eventually be drawn from that same account. Money in and money out.

Please let me know if that answers his question.

Marcia A. Leclerc
Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108
(860)291-7200

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7200

FAX (860) 282-2978

www.easthartfordct.gov

OFFICE OF THE MAYOR

CONFIDENTIAL

January 9, 2013

Richard F. Kehoe, Town Council Chairman
Members of the Town Council
Town of East Hartford
740 Main Street
East Hartford, Connecticut 06108

Re: CSEA/SEIU (Town Employees) Contact Settlement

Dear Council Chairman Kehoe:

On May 24, 2012 the Town of East Hartford and the CSEA, Local 2001 (hereinafter "Town Employee") entered into mandatory binding arbitration for a new collective bargaining agreement effective July 1, 2010. There were three major impetuses for entering into mandatory binding arbitration.

The impetuses for the mandatory binding arbitration centered around increasing health insurance costs for active employees and retirees. The Town believed, during the negotiation process that presided the need to go into mandatory binding arbitration it was an ideal time to 1.) restructure the delivery of health insurance benefits for active employees through a High Deductible Health Insurance Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) introduce a three tiered plan under which employees who retire contribute toward the cost of their retiree health insurance, and 3) introduce a voluntary health screening program. With several other unions entering into negotiations, it was an opportune time to approach the Town Employees Union with these concepts as well. Unfortunately, the negotiation process resulted in an impasse and the requirement to enter into mandatory binding arbitration. The award from the Board of Mediations and Arbitration regarding these items came down on the side of the Town. As such, the Town will be able to set-up the HDHP/HSA structure it had proposed during the negotiations, introduce the three tier plan for employees retiring and the voluntary health screening program.

Attached to this letter from Mike Walsh, Director of Finance, is the financial analysis of the three year CSEA/SEUI Town Employees contact, and a Summary of the Contract Settlement Award which covers all of the financial and non-financial items. Also, attached is an up to date contract between the Town of East Hartford and the CSEA/SEUI Town Employees Union which

incorporates and highlights all of the contract language changes resulting from the negotiation process and the contract settlement in more detail.

Since this matter involves a need to fund the award and collective bargaining, the Town's Finance and Human Resources Directors will be present at the meeting scheduled for Tuesday, January 15, 2013 should there be any questions or concerns or a need to go into executive session.

The Contract Settlement Award issued by the State Board of Mediation and Arbitration Panel was receipt by the Town on Thursday, January 3, 2013. According to Section 7-473 c (10) and (12) of the General Statutes of the State of Connecticut, within twenty-five days of receipt of the arbitration award, the Town Council may reject the award by a two-thirds majority vote. I respectfully recommend that the Council not reject the contract settlement for the reasons noted above.

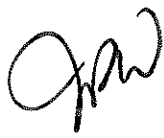
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marcia A. Leclerc", with a long horizontal flourish extending to the right.

Marcia A. Leclerc
Mayor



MEMORANDUM

DATE: January 7, 2013
TO: Marcia A. Leclerc, Mayor
FROM: Michael P. Walsh, Director of Finance 
TELEPHONE: (860) 291-7246
RE: CSEA/SEIU (Town Employee) - Contract Settlement

By way of this memo, attached please find the financial analysis of the 3-year CSEA/SEIU Town Employee contract.

Certain contract changes that should benefit the Town like the transition of employees to the High Deductible Health Plan attached to a Health Savings Account, a Wellness attestation process, and the cessation of fully paid retiree medical benefits including higher premium shares for retiree spousal benefits have not been factored into this analysis as they are difficult to accurately predict.

A Transfer from Contingency is also attached and represents the source of funding for this contract settlement for the fiscal year ending June 30, 2013. This transfer requires Town Council action.

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

Cc: Santi Malave, Human Resources Director

The Town of East Hartford
 Analysis of the CSEA/SEIU Contract
 Prepared as of January 7, 2013

Hyp.	Wages	Prem. Share
1%, 2.5%, 2.5%	24% PPO/14% HDHP	

Employees Covered 80

	Base @6/30/10	Precon. GWI 0.00%	Year 1		Year 2		Year 3		
			6/30/10 Base Total	@7/10 1.00%	6/30/11 Base Total	@7/11 2.50%	6/30/12 Base Total	@7/12 2.50%	6/30/13 Base Total
Reg. Wages	3,904,039	-	3,904,039	39,040	3,943,079	98,577	4,041,656	101,041	4,142,698
OT Wages	-	-	-	-	-	-	-	-	-
Total	3,904,039	-	3,904,039	39,040	3,943,079	98,577	4,041,656	101,041	4,142,698

Year	Wage Inc. Wage Inc.		Total	Total Per Contract	Net Prem. Share Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
	Per Year	Total						
Pre	-	-	-	-	-	-	-	0.00%
1	39,040	39,040	39,040	39,040	-	39,040	39,040	1.00%
2	98,577	137,617	137,617	137,617	-	98,577	137,617	2.47%
3	101,041	238,659	238,659	238,659	-	101,041	238,659	2.47%
4	-	-	-	-	-	-	-	0.00%
5	-	-	-	-	-	-	-	0.00%
Total	-	-	415,317	415,317	-	238,659	415,317	5.93%

Fully Insured Rates (Ann)	@ 14%	Total
Single	9,000	
Single plus 1	21,000	
Family	26,000	
Blended rate	22,800	218,880
Gross Medical	1,824,000	36,480 (assumes 2% savings)
Retiree Medical		

Annualized 1.98%

The Town of East Hartford
 For the Fiscal Year Ended June 30, 2013
 Budget Transfer

FROM		
Account Number	Name	Amount
G9600-60201	CONTINGENCY - RESERVE FOR CONTRACT NEG.	238,659
	TOTAL (Budgeted \$260,839)	<u>\$238,659</u>
TO		
Account Number	Name	Amount
G1100 60110	TOWN COUNCIL PERM SERV	2,843
G1200 60110	TOWN CLERK PERM SERV	8,177
G2100-60110	MAYOR'S OFFICE PERM SERV	3,085
G2600 60110	YOUTH SERV PERM SERV	9,593
G2950 60110	GRANT ADMIN PERM SERV	5,657
G3200-60110	ACCTS AND CONTROLS PERM SERV	8,381
G3300-60110	DATA PROCESSING PERM SERV	21,022
G3400 60110	PURCHASING PERM SERV	3,501
G3600-60110	ASSESSOR PERM SERV	13,711
G3700-60110	REVENUE/COLLECT PERM SERV	9,764
G4100-60110	DEV ADMIN PERM SERV	8,367
G5203 60110	POLICE ADMIN PERM SERV	28,803
G5316 60110	FIRE ADMIN PERM SERV	5,057
G5319 60110	FIRE MARSHALL PERM SERV	2,353
G5324 60110	EMER MNGT PERM SERV	3,706
G6100 60110	INSPECTIONS PERM SERV	29,586
G7100 60110	PUB WORKS ADMIN PERM	12,117
G7200 60110	ENGINEERING PERM SERV	17,819
G7800-60110	BLDG. MAINT. PERM SERV	13,795
G8100 60110	PARK ADMIN PERM SERV	8,810
G9300 60110	ENVIRON PERM SERV	6,907
G9400-60110	SOCIAL SVS PERM SERV	5,593
G9430 60110	SENIOR SERV PERM SERV	10,012
	TOTAL	<u>\$ 238,659</u>

The funds being transferred are certified as available and unobligated.



Michael P. Walsh, Director of Finance

Marcia A. Leclerc, Mayor

Angela Attenello, Town Council/Clerk

Dated this 7th day of January 2013

OFFICE OF HUMAN RESOURCES

Date : January 9, 2013
To : Marcia A. Leclerc, Mayor
From : Santiago Malave, Human Resources Director
Re : CSEA - Arbitration Award



On Thursday, January 3, 2013, we received from the State Board of Mediations and Arbitration the Arbitration Award for the successor contract between the Town of East Hartford and CSEA, Local 2001 (Town Hall Employees) for the period of July 1, 2010 through June 30, 2013. In accordance with Section 7-473 c (10) and (12) of the General Statutes of the State of Connecticut, within twenty-five days of receipt of the arbitration award, the Town Council may reject the award by a two-thirds majority vote.

Accordingly, attached to this memorandum is a transmittal letter from you to Council Chairperson, Richard F. Kehoe and Members of the Town Council recommending that the Council not reject the Arbitration Award at the Council meeting scheduled for January 15, 2013. Also, enclosed for the review of the Council is a Summary of the Arbitration Award and a revised copy of the Contract between the Town of East Hartford and the Town Hall Employees which incorporates and highlights all of the contract language changes that resulted from the negotiations process and the arbitration award.

If you have any questions or concerns feel free to contact me.

SUMMARY OF AWARD
Town of East Hartford
-and-
CSEA, SEUI, Local 2001

Article IV, Section 4.2 (Issue 1-Town) page 7

Old

~~One and one-half times their regular rate of pay for any overtime work performed in excess of their regular work day or their regular work week.~~

New

One and one-half times their regular rate of pay for any overtime work performed in excess of eight hours in a regular work day or in excess of forty hours in a work week.

Article VII, Section(s) 7.0 (i) (Issue 3-Town) page 12

Old

~~If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one hundred (100) days if he/she has a total accrual of 200 days or more as of the retirement date. If such accrual is less than 200 days, the maximum payment will be for ninety (90) sick days.~~

New

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one-hundred (100) days if he/she has a total accrual of 200 days or more as of the retirement date. If such accrual is less than 200 days, the maximum payment will be for fifty percent (50%) of the employee's accrued unused sick leave at the time of retirement.

Article VIII, Section(s) 8.2 (Issue 5-Union) page 16

Old

~~Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase.~~

New

Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase of not less than five percent (5%).

Article IX, Section(s) 9.0 (g)(3) (Issue 11-Town) page 17-18

Old

Effective ~~July 1, 2009~~, **July 1, 2011** bargaining unit members shall be required to contribute twelve percent (12%) of the cost of his or her insurance coverage through monthly payroll deductions.

New

Effective July 1, 2012, bargaining unit members shall be required to contribute twenty-four percent (24%) of the cost of his or her insurance coverage through monthly payroll deductions.

Article IX, Section 9.0(h)(1) (i) (Issues 12, 15-Town 12A-Union) page 18

New

- h) **Employees may select, in lieu of the plan described in Appendix D or coverage in a health maintenance organization, coverage under the HDHP with vision rider described in Appendix H. The Town will make the following contributions toward the deductible:**
1. **The Town will deposit \$750 into a health savings account for single coverage or \$1,500 for single plus one or family coverage. The Town will annually deposit an additional \$250 toward deductible for completion of all of the requirements of its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually: (a) have their physician complete the Preventative Health Attestation Form utilized by the Town certifying that they have had medical screenings appropriate for their age; (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment including biometrical results. Employees will be required to submit proof of completion.**
- i) **In the event that the Town of East Hartford may offer a High Deductible Health Plan as an optional form of health insurance coverage, bargaining unit members shall be required to contribute fourteen percent (14%) of the cost of his or her insurance coverage under said plan through monthly payroll deductions.**

Article IX, Sections 9.2 (a) and (b) (Issue 17 -Town) page 20-21

Old

~~The Town shall provide and pay for the insurance benefits listed in Section 9.0 a. and b. for all employees upon retirement.~~

- ~~a) For retired employees age 65 and over, who are eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.~~

- ~~b) The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. for the retired employee's spouse, under the following circumstances:~~

New

For employees who retire as defined in Section 9.2 above within sixty (60) calendar days of the date of the Award in Case No. 2011-MBA-424, the Town shall provide and pay for the insurance benefits listed in Section 9.0 a. and b. upon retirement.

- a) **For retired employees age 65 and over, who retired as defined in Section 9.2 above, within sixty (60) calendar days of the date of the award in Case No. 2011-MBA-424, and who are eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.**
- b) **The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. for the spouse of a retired employee who retired as defined in Section 9.2 above, within sixty (60) calendar days of the date of the award in Case No. 2011-MBA-424, under the following circumstances:**

Article IX Section(s) 9.5 (Issue 17A-Town) page 21

Employees who retire as defined in Section 9.2 above, later than sixty (60) calendar days after the date of the Award in Case No. 2011-MBA-424, shall be subject to the following:

- a) **Employees who retire at age 55 years of age or younger will pay 50% of the cost of employee-only insurance coverage until the employee reaches age 65;**
- b) **Employees who retire at 56-59 years of age will pay 25% of the cost of employee-only insurance coverage until the employee reaches age 65;**
- c) **Employees who retire at age 60-64 years of age will pay 0% of the cost of employee-only insurance coverage until the employee reaches age 65;**
- d) **The Town will cease providing and paying for any and all health insurance coverage when the retired employee reaches age 65.**

9.4 For employees who retire as defined in Section 9.2, above, later than sixty (60) calendar days after the date of the award in Case No. 2011-MBA-424, the Town shall provide the insurance benefits described in 9.0 a. and b. for the retired employee's spouse, under the following circumstances:

- a. **If the retired employee remarries, the new spouse will not be eligible for this coverage.**
- b. **Payment of the cost of spousal insurance coverage shall be subject to the following:**

- i. Employees who retire at 55 years of age or younger will pay 100% of the cost of spousal insurance coverage until the spouse reaches age 65; Employees who retire at 56 through 59 years of age will pay 75% of the cost of spousal insurance coverage until the spouse reaches age 65; Employees who retire at 60 through 64 years of age will pay 50% of the cost of spousal insurance coverage until the spouse reaches age 65;
- c. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check all coverage to the spouse shall cease and not be reinstated.
- d. The Town shall cease providing and paying for any and all health insurance coverage when the retired employee's spouse reaches age 65. If the retired employee dies before his spouse reaches age 65, all coverage to his spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from her pension check.

9.5 Any other provisions of this Agreement notwithstanding, bargaining unit members who are eligible to retire on or before January 31, 2013, in accordance with the terms of a Town retirement plan, regardless of their actual date of retirement, shall remain eligible to receive the employee-only and spousal retiree health insurance coverage under the terms set forth in Section 9.2 and 9.3, above.

Appendix B (Issue 21- Joint)

New

Wages:

Effective and retroactive to July 1, 2010, the salaries in effect on June 30, 2010 under each grade and for each step will be increased by one percent (1%).

Effective and retroactive to July 1, 2011, the salaries in effect on June 30, 2011, under each grade and step will be increased by two and one-half percent (2.5%).

Effective and retroactive to July 1, 2012, the salaries in effect on June 30, 2012, under each grade and step will be increased by two and one-half percent (2.5%).

ADDITIONAL NON-FINANCIAL CONTRACT LANGUAGE CHANGES

Article I, Page 1 – Deleted obsolete language

Article IX , Page – Section (k)(6) – added language Enrollment on the HDHP or any of the Town's HMO's can be done only at open enrolment in May of each year or during a Special enrollment as determined by the Town.

Article IX, Page – Section 9.7, 9.8

9.7 Each retiree will be provided with a five thousand dollar (\$5,000.) life insurance policy.

9.8 The Employee Retirement Plan shall be a part f the Agreement and annexed thereto.

**AGREEMENT BETWEEN
THE TOWN OF EAST HARTFORD**

and

THE EAST HARTFORD

CSEA, LOCAL NO. 2001, SEIU, CTW, CLC

~~JULY 1, 2008 – JUNE 30, 2010~~

JULY 1, 2010 – JUNE 30, 2013

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ARTICLE I
Recognition

1.0: The Town recognizes the Civil Service Employees Affiliates, Inc. (CSEA, Local 2001, SEIU, CTW, CLC) as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, other conditions of employment and all other benefits derived through contractual negotiations to all classified employees, excluding: seasonal employees supervisors, professionals, uniformed and investigatory employees of the Police and Fire Departments, Secretary to the Mayor, employees in the Department of Human Resources, office of the Corporation Counsel, Board of Education and the Classifications of employees presently constituting a recognized bargaining unit represented by Local #1174 of Council #4, American Federation of State, County and Municipal Employees, and employees presently represented by Local #818 of Council #4, AFL-CIO and employees represented by ~~Local #3 of Connecticut Independent Labor Union~~ Teamsters Local #559.

1.1: "Seasonal" means working for a period of not more than one hundred twenty calendar days in any calendar year.

ARTICLE II
Union Security

2.0.a: During the term of this Agreement, every employee shall retain the freedom to elect whether or not to become or remain a member of the Union.

2.0.b: Union dues shall be deducted by the Town from the paycheck of each employee who signs and remits to the Town an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. In addition, new employees shall be required to pay a one time initiation fee as determined by the Union.

2.0.c: Any employee covered by this Agreement who, within thirty (30) days after the end of her/his probationary period, fails to become a member of the Union, or any employee whose Union membership is terminated for any reason, or any employee who resigned from Union membership, shall be required to pay an agency service fee under Section 2.0.d.

2.0.d: The Town shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.

2.1: Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than three (3) days following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union each week, for those employees who are paid weekly, and bi-weekly for employees paid bi-weekly, a list of the employees from whose earnings deductions have been made.

2.2: The Town's obligation to make such deduction shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement.

2.3: The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize any strike.

2.4: At least two (2) bulletin boards shall be reserved at an accessible place for the exclusive use of the Union for posting of Official Union notices or announcements. One bulletin board shall be placed in Town Hall and one shall be placed in the East Hartford Police Department.

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

2.6: The Town will provide the Union with sufficient copies of this Agreement and a copy of agreed-upon work rules within thirty (30) days after the signing of this Agreement.

ARTICLE III **Seniority, Discipline and Dismissal**

3.0: The Town shall prepare a list of all bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.

3.1.a: New employees shall serve a probationary period of six (6) months but shall be subject to all other provisions of this Agreement. The dismissal of a probationary employee during the probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of the date of their employment.

Probationary employees shall receive written evaluations once each month by their department head or his/her designee.

3.1.b: Any bargaining unit employee who is promoted or transferred to a new position shall serve a probationary period of three (3) months in the new position. The employee shall be evaluated by the new supervisor at least twice in the first month and once each month thereafter during the probationary period. Such employee may voluntarily return to his/her former position within the first month of probation. The supervisor may return the employee to his/her former position at the end of the three (3) month probationary period if the written evaluations show the employee is not performing well in the new position.

3.2: All vacancies and new positions shall be posted for a period of seven (7) working days on the Union's bulletin boards and the Town of East Hartford's website prior to any action taken by the Town to fill such vacancies or new positions. The Human Resources Department shall notify the union President, in writing, of any such vacancy. Employees will not be permitted a lateral or demotional transfer more than once in a twelve (12) month period. Employees wishing to be considered for assignment to such vacancies or new positions may,

personally, or through their union representative, submit their request to their supervisor. Employees requesting consideration and who are not selected for assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.

3.3: Copies of the job posting and a list of persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

3.4: When a vacancy exists or a new position is created, the employee with the highest department seniority from within the department wherein the vacancy or new position exists shall be given first opportunity to fill the position, provided he or she is qualified and has the fitness and the ability to perform the work. If he or she refuses, it shall go to the next senior person who has qualified and has the ability and fitness to perform the work. Determination of ability and fitness to perform the work shall include, but not be limited to, consideration of attendance and disciplinary records, overall past performance, and demonstrated leadership ability, if appropriate, to this position.

3.5: If no employee in the department wherein the vacancy or new position exists is qualified, the position shall be filled by an employee from other departments in the bargaining unit, with the employee with the highest seniority being given the first opportunity to fill the position, provided he or she is qualified and has the ability and fitness to perform the work. If he or she refuses, it shall go to the next senior person, provided he or she is qualified and deserves the position.

3.6: The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. Notification shall be made not later than twenty (20) working days after the posting period.

3.7: If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants from outside the bargaining unit.

3.8.a: Employees shall not be disciplined without just cause. The following shall be sufficient causes for reprimand, suspension, or discharge though such action may be for causes other than those enumerated:

1. Willful violation of the Provisions of the Charter.
2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.
3. Wanton carelessness or negligence in the use or care of Town property.
4. Habitual tardiness or absence from duty which results in unsatisfactory attendance. Unsatisfactory attendance is evident when the sum of days of absence, plus periods of absence is greater than 15 in a twelve-month period. Potentially unsatisfactory attendance may be sufficient cause for a verbal warning. Employees shall have the right to utilize the grievance procedure pertaining to this Article.

5. Conviction of a felony or misdemeanor involving moral turpitude which is related to the performance of the employee's job.
6. Intoxication on duty, illegal use of drugs or use of illegal drugs.
7. Conduct which reflects unfavorably upon the Town service.
8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor, or violation of any written Town of East Hartford policy endorsed by the Mayor.

3.8.b: Following are the types of disciplinary action that may be invoked against members of the Union. They may be independently invoked.

1. Reprimand: An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee and to the Union President.
2. Suspension: An appointing authority may, for disciplinary purposes, suspend, without pay, any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
3. Dismissal: An appointing authority may dismiss for cause any employee under his control occupying a position subject hereto when he considers that the good of the service shall be served thereby. It shall be the responsibility of the appointing authority, in any case of suspension, demotion or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefor and to file a copy of such statement with the Human Resources Director.

3.9: Layoffs are permitted when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, or material change in the duties or organization which are outside the employee's control and which do not reflect discredit of the service of the employee.

- a. Positions in the classified service may be abolished upon recommendation of the Mayor and approval of the Town Counsel.

3.10: In the event of a layoff, any bargaining unit employee selected for layoff shall be given at least two (2) weeks notice in writing, and the layoffs shall take effect in the following order:

- a. Temporary and Seasonal Employees who perform bargaining unit work within the department in which the layoff is to occur;

- b. Part-time Employees who perform bargaining unit work (commencing with those having the shortest length of service with the Town) within the department in which the layoff is to occur;
- c. Probationary employees who perform bargaining unit work (commencing with those having the shortest length of service with the Town) within the department in which the layoff is to occur;
- d. If further layoffs are necessary, the Town shall select the classification and the department in which the layoff is to occur. The Town shall first lay off the employee in the affected classification¹ with the least seniority on the seniority list. (For example, if the Town determines that it must layoff an "Administrative Secretary III" in the Public Works Department, it shall begin with the employee within that job classification and department who has the least seniority).

3.11: Employees in section 3.10 (d) above who were laid off as a result of the above process shall be able to bump a less senior, bargaining unit member in the same or lower paid wage group, in any department, providing the laid off employee is able to perform the duties of the position into which he or she is bumping with minimal training. An employee bumped from his/her position shall have the same bumping rights as the originally laid off employee. In all cases, the Director of Human Resources shall decide whether the employee is able to perform the duties of the desired position. Said decision shall be reviewable under the grievance procedure.

Employees referred to in section 3.10 (a) and (b) above shall mean only employees that perform bargaining unit work under any of the job classifications outlined in Appendix C, and excludes employees that currently do not perform bargaining unit work in any of the classification outlined in Appendix C (e.g. life guards, pool attendants, camp counselors, camp directors, park rangers, or any other employees who do not perform bargaining unit work).

3.12: Employees who are laid off shall have recall rights for a period of eighteen (18) months from the date of layoff and may be recalled into a bargaining unit position in his/her wage group or a lower wage group for which he/she is qualified without further training in the judgment of the Department Head. The recall rights described above shall take place in order of seniority. An employee electing to take a position via recall that is in a lower pay group than the position from which he/she was laid off shall, for the remainder of the eighteen (18) month recall period, retain recall rights to other positions, as they may become available, until the employee obtains a position in the same pay group from which the employee was laid off. Employees shall have two weeks from the date the Town sends a notice of recall to the employee at their last known address to return to the job. An employee's recall rights shall terminate if the employee declines recall into an available position in the same pay grade from which they were laid off or fails to return to the same job within two weeks of the date the Town sends the recall notice. During the period of time that an employee has recall rights pursuant to this section he/she shall have the same rights to promotional opportunities as any employee on the active payroll.

¹ When used in this article, classification shall mean "job title" as contained in Appendix C.

3.13: During the period of layoff the employee shall have the right to receive all insurance benefits listed pursuant to Article IX of this labor Agreement, under the provisions of COBRA.

3.14: To relieve excesses of help in any department wherein a layoff might be required, the Town shall have the management right to transfer the least senior employee in such department to a position in another department, or another classification within the same department, wherein his or her services can be utilized, if the employee is qualified to perform the duties of such position. If reassignment pursuant to this section results in the employee performing the responsibilities of a higher paid position, then the employee performing those responsibilities shall, for the remainder of that assignment, be placed on the lowest step of the new pay grade that produces an increase of pay. Notwithstanding this provision, any reassignment made pursuant to this Section shall not result in a change in the reassigned employee's classification.

3.15: No new employee, full-time or part-time, shall be hired into a bargaining unit position for which an employee has recall rights pursuant to Section 3.12 above. Nothing herein shall prevent the Town from hiring employees into a position for which a bargaining unit employee does not have recall rights or a position for which an employee has declined recall under Section 3.12 above.

3.16: An employee shall lose his seniority rights under any of the following circumstances:

- a. Resignation.
- b. Discharge for just cause.
- c. Failure to report to work within ten (10) working days after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire, in writing, to return within five (5) days.

3.17: For all purposes, except layoff, the seniority rights of the Union President, Vice President, Secretary, Treasurer, Executive Committee and stewards shall be exactly the same as the seniority rights of all other employees except that in the case of a layoff, the above-named Union Officials will have superseniority during their term of office.

ARTICLE IV

Hours of Work, Overtime and Holiday

4.0: The work week, consistent with the operating requirements of the Town, shall be regular, irregular, or flexible as defined in this Agreement.

- a) A regular work schedule is a work schedule with the same starting and stopping times on five (5) working days of seven (7) continuous hours each, Monday through Friday, unless identified in this subsection, subsection (B), or mutually agreed under subsection (C) of this Article, shall adhere to the Town Hall operating hours, 8:30 a.m. to 4:30 p.m. Monday through Friday, with one hour for lunch. Shift schedules for the following classifications are as follows:

Clerical PW-Street:	A Shift 7:30 a.m. - 3:00 p.m. 1/2 hour lunch
Public Works-Building:	A Shift 6:00 a.m. - 2:00 p.m.

Public Works-Building:	1 hour lunch B Shift 7:00 a.m. - 3:00 p.m.
Public Works-Building:	1 hour lunch C Shift 4:30 p.m. - 11:00 p.m.
Custodian (Police):	1/2 hour lunch A Shift 7:30 a.m. - 3:00 p.m.
Custodian (Police):	1/2 hour lunch B Shift 3:00 p.m. - 9:30 p.m.
Data Processing:	1/2 hour lunch A Shift 7:00 a.m. - 3:00 p.m.
Computer Operator:	1 hour lunch A1 Shift 10:00 a.m. - 6:00 p.m.
Data Entry:	1 hour lunch B1 Shift 7:30 a.m. - 3:30 p.m.

Custodians (Library) shall work the shifts identified in July of 1983.

- b) A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but does not exceed 35 hours within a pay period and is agreed upon in advance in writing by the employee, the department director, and the Union.

4.1: The Town shall have the right to require overtime work consistent with the demands of public service. Compensation or compensatory time will be granted, if the overtime work is requested by the Department Head and authorized by the Mayor. All overtime work within the various departments shall be distributed equally to all bargaining unit employees, providing they are capable of doing the overtime work. "Equally" shall mean a good faith effort to distribute overtime over a 12-month period, reviewed periodically, and balanced within several hours between each employee.

4.2: Employees shall be granted compensation for overtime work in the following manner:

1. ~~One and one-half times their regular rate of pay for any overtime work performed in excess of their regular work day or their regular work week.~~ **One and one-half times their regular rate of pay for any overtime work performed in excess of eight hours in a regular work day or in excess of forty hours in a work week.** All pre-scheduled evening meetings of boards or commissions requiring an employee's attendance will be paid at time and one-half for a minimum of two (2) hours. Pre-scheduled shall be defined as seventy-two (72) hours prior to the scheduled meeting.
2. One and one-half times their regular rate of pay for all work performed on Saturday. The overtime rate specified for Saturday and/or Sunday shall not apply to employees who are regularly scheduled to work on Saturday and or Sunday.

3. One and one-half times their regular rate of pay plus holiday pay for all work performed on holidays, as observed in Article V of this contract, provided the holiday is part of their regular work schedule. Employees must work their last scheduled work day prior to the holiday to be eligible for holiday pay.

Employees who may be required to return to duty to perform overtime duties on a regular working day shall be paid not less than four (4) hours at time and one-half rate. Employees who are called in early for their scheduled shift shall be paid for the time actually worked in excess of their scheduled number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate. Compensatory time may not be chosen for hours in excess of 40 in a given week.

4. Overtime work, when required, will be offered first to qualified bargaining unit members within the department, and then to other qualified bargaining unit members.
5. Employees who may be required to return to duty to perform overtime duties on a Sunday or a holiday which is not a scheduled work day, shall be paid not less than four (4) hours at double their normal rate of pay for actual time worked. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at double his/her normal rate of pay for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate. Compensatory time may not be chosen for hours in excess of 40 in a given week.

1. One and one-half times their regular rate of pay for any overtime work performed in excess of eight hours in a regular work day or in excess of forty hours in a work week. All pre-scheduled evening meetings of boards or commissions requiring an employee's attendance will be paid at time and one-half for a minimum of two (2) hours. Pre-scheduled shall be defined as seventy-two (72) hours prior to the scheduled meeting.
2. One and one half times their regular rate of pay for all work performed on Saturday. The overtime rate specified for Saturday and/or Sunday shall not apply to employees who are regularly scheduled to work on Saturday and Sunday.
3. One and on-half times their regular rate of pay plus holiday per for all work performed on holidays, as observed in Article V of this contract, provided the holiday is part of their regular work schedule. Employees must work their last scheduled work day prior to the holiday to be eligible for holiday pay.

Employees who may be required to return to duty to perform overtime duties on a regular working day shall be paid not less than four (4) hours at time and one-half rate. Employees who are called in early for their scheduled shift shall be paid for the time actually worked in excess of their scheduled number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate, subject to the provisions of Sections 4.3 and 4.4 below. Compensatory time may not be chosen for hours in excess of 40 in a given week.

4. Overtime work, when required, will be offered first to qualified bargaining unit members within the department and then to other qualified bargaining unit members.
5. Employees who may be required to return to duty to perform overtime duties on a Sunday or a holiday which is not a scheduled work day, shall be paid not less than four (4) hours at double their normal rate of pay for actual time worked. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at double his/her normal rate of pay for actual time worked, subject to a minimum of two (2) hours of compensation.

At the employee's option, he/she may choose to receive compensatory time at the applicable overtime rate, subject to the provisions of Sections 4.3 and 4.4 below. Compensatory time may not be chosen for hours in excess of 40 in a given week.

4.3: Compensatory time shall not accumulate to more than fifteen (15) working days. Compensatory time off will be taken at the mutual convenience of the employee and his department head, as far as practical. In case of a conflict, the department head shall have the final authority to decide when the employee may use compensatory time, subject to the provisions of the Grievance Procedure.

4.4: A conscientious effort shall be made by the Town to give employees the opportunity to use compensatory time accumulated prior to this Agreement in order to bring their accumulation below fifteen (15) working days.

4.5: Payments for holidays shall be included in a paycheck for the pay period in which the holiday occurs.

ARTICLE V Holidays

5.0: The following holidays shall be observed as days off with full pay:

New Year's Day	Good Friday	Columbus Day
Martin L. King's Birthday	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day

Washington's Birthday

Labor Day

Christmas Day

The employee's birthday shall constitute an additional paid holiday. Any employee's birthday falling on a weekend or holiday shall be celebrated within the month in which it occurs. With the prior approval of the Department Head, an employee may select another day within the calendar month on which to observe the birthday.

5.1: Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday will be celebrated on Monday.

5.2: Whenever any of the above cited holidays occurs while an employee is out on sick leave, the employee shall be granted an additional day off at a time mutually agreeable to the department head with no additional charge to sick leave.

5.3: When a holiday occurs during an employee's vacation, such holiday shall not be charged against the employee's earned vacation time.

5.4: Any unanticipated holiday or day of mourning declared by the Mayor, or his designee, and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit. A holiday shall mean a day in which the usual Town business is suspended for the commemoration of some event or person.

ARTICLE VI Vacations

6.0: Annual vacation leave with pay shall be earned by members of the Union on their anniversary in the following manner:

<u>Full Years Of Service</u>	<u>Vacation Days</u>
Less than 5 years	10
5 to 9 years	15
10 to 14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 years and over	25

Vacation leave shall not be granted to employees with less than six (6) months' service, however, upon completion of six (6) months of service, employees shall have the benefit of using pro rata vacation earned from their original date of employment.

6.1: The scheduling of vacation periods, if there is to be a vacation, shall be compiled by the department head not later than May 1st of each year.

6.2: Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the supervisor so as not to conflict with any emergency or peak workloads of the department.

6.3: Whenever there is a conflict in requested dates, preference shall be given to the employee with the most seniority.

6.4: When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.

6.4.a: When an employee has exhausted his/her sick leave, he/she must use any other accumulated time, unless a leave of absence has been requested and granted under the provisions of Article VII.

6.5: When an employee is separated from Town service, he/she shall be paid his/her pro rata accumulated vacation leave to a maximum of eight (8) weeks. In the event of an employee's death, such payment shall be made to his dependent survivor, or estate if there is no dependent survivor. Such payment will be made within two (2) weeks of expiration, in a lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments.

6.6: The maximum accumulation of vacation leave permitted will be ten (10) weeks. Earned vacation leave will be credited to the employee's record on his/her anniversary date. No vacation beyond eight (8) weeks will be paid by the Town at retirement or separation.

ARTICLE VII Leave Provisions

7.0 Sick Leave: All employees shall earn paid sick leave at the rate of 1 1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used for the employee's recovery from illness or injury, or to permit the absence of the employee for five days to care for a member of the employee's immediate family. Immediate family, for purposes of this section, is defined as the employee's spouse, dependent child or either parent of the employee who is currently domiciled with the employee. Use of sick leave to care for a family member shall be limited to two occurrences per calendar year.

- a) Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury or illness, except for unpaid leave.
- b) In exceptional cases, the Human Resources Director, with the advice of the department head, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the employee, when possible.
- c) Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.

- d) Employees will be allowed two (2) hours per calendar quarter, if needed, for doctor or dentist appointments which cannot be made outside of work hours. Medical appointments in excess of this will be charged against sick time. Employees are encouraged to schedule such appointments outside of their work hours.
- e) One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Personal Days.
- f) It shall be the responsibility of the employee to notify the department head in advance of sick leave usage, if possible. If the absence exceeds five consecutive days, or when an employee's attendance shows frequent or habitual absence because of claimed sickness, the employee will be required to provide the department head with a doctor's certificate on the approved form (Appendix E G) or substantially equivalent information testifying to the need for absence. Whenever possible, an employee who has been absent for more than five (5) days must notify his department head of his intention to return to work along with a written doctor's note.
- g) It shall be the responsibility of each department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit.
- h) For every calendar quarter of perfect attendance, an employee shall earn one Personal Day, up to a maximum of four (4) days. Perfect attendance for the purpose of this Article shall mean no time taken for tardiness, sick leave, unauthorized leave, authorized leave without pay, or disciplinary suspension. If an employee is prevented from earning a Personal Day because of a disciplinary suspension, and that suspension is later rescinded or overturned, the lost Personal Day will be restored. Personal Days shall be used at times mutually agreeable to the employee and the department head.
- i) ~~If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one hundred (100) days if he/she has a total accrual of 200 days or more as of the retirement date. If such accrual is less than 200 days, the maximum payment will be for ninety (90) sick days.~~

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one-hundred (100) days if he/she has a total accrual of 200 days or more as of the retirement date. If such accrual is less than 200 days, the maximum payment will be for fifty percent (50%) of the employee's accrued unused sick leave at the time of retirement.

- j) If an employee has unused sick leave at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of one hundred (100) days if 200 or more days have been accrued as of the date of death. If such accrual is less than 200 days, the maximum payment will be for ninety (90) sick days.
- k) In the event that an employee becomes sick during his/her vacation, an employee may elect to change the vacation time that he/she is sick to sick leave and reschedule his/her vacation at a time mutually agreeable to the parties, provided that the employee has notified the Town immediately upon becoming sick, or as soon as possible. Medical verification of any sickness incurred while on vacation must be provided on a form provided by the Town before vacation time may be changed to sick time.

7.1 Special Leave With Pay: The following types of leave with pay may be offered:

- a) **Worker's Compensation:** The Town will comply with all applicable state legislation relating to Worker's Compensation. All Town Worker's Compensation policies must be followed.

Whenever an employee is absent because of a Town service-connected disability or illness, such absence will not be charged against his/her accrued sick leave. Employees absent through such service-connected disability and who are eligible for Worker's Compensation payment shall receive salary continuation in an amount which together with weekly Worker's Compensation payments does not exceed his/her base weekly wage. Such salary continuation will apply only in the case of temporary total disability. The duration of salary continuation for work-related disability will be until the employee is able to return to duty, or the employee reaches maximum medical improvement, whichever comes first.

During the period of salary continuation, the Town will provide the employee with his/her regular weekly paycheck. Before and after the period of salary continuation, any Worker's Compensation payments will be made directly to the employee.

In those cases where the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

- b) **Jury Duty:** The Town will comply with State statutes regarding jury duty leave. Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he/she is absent from work for this reason, at his/her regular base hourly rate less any fee or other compensation paid to him/her for performing such jury duty. A

second shift employee who reports for jury duty and is excused from jury service prior to 3:00 p.m. on any regularly scheduled work day shall report for work at the beginning of his regularly scheduled shift on such day. He shall not be eligible for pay by the Town unless he so reports to work. These provisions shall not apply in case of jury duty on any day during which the employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence nor shall such provision apply to employees who have volunteered for jury duty.

- c) **Funeral Leave:** Three (3) days of special leave with full pay, in a period of seven (7) working days following the date of death shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, sister, child, step-child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and any other relative that is domiciled in the employee's household.

- d) **Military Leave:** Employees may be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:
 - Military pay and wages paid by the Town together do not exceed employee's regular wages.
 - Such training periods do not exceed two weeks.

- e) **Education Leave:** Employees may be granted leave with pay for participation in education or training courses, provided such courses are related to the employee's position and will enhance his/her value to the Town. A request for Education Leave must be in writing and must have the approval of the department head and the Mayor. Attendance at such education or training courses will not result in overtime payment, unless the attendance is required by the Department Director.

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

- a) Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA.

- b) Events which qualify employees for such unpaid leave are:
 - Birth or adoption of a child or placement of a child in the employee's home for foster care.

- A serious health condition, as defined by FMLA, of the employee or employee's spouse, employee's parent or child.
- c) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to Human Resources so that the Town can determine if FMLA-qualified leave will be granted.
 - d) The Town may require medical certification to document the reason for the leave, where provided by law.
 - e) The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
 - f) During the period of FMLA-qualified leave, the employee shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave, vacation leave.
 - g) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

7.3 Unpaid Leave of Absence: The Human Resources Director, with the advice of the department head, may grant a leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave.

- a) During the period of leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave or vacation leave.
- b) Except as provided for in Article 7.3.d.2 below, an employee shall be reinstated from unpaid leave of absence to any position for which he/she is qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.
- c) Any employee who is on an unpaid leave of absence shall not be paid for any holidays or sick leave during the period of absence. Any vacation time due to an employee at the time the unpaid leave of absence commences may be paid at that time. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis of reducing health insurance benefits.
- d) The Town will comply with the terms of the Uniformed Services Employment and Reemployment Rights Act.

1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.
3. The Town will give credit to the employee for time spent in military service for retirement purposes.
4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.

ARTICLE VIII
Wages and Benefits

8.0: The position classification and compensation plan shall be negotiated and made a part of this Agreement and attached hereto as Appendix "B," Appendix "C."

8.1: Whenever an employee is required to work in a higher classification for a period of fifteen (15) consecutive working days or more, he/she shall be paid at the lowest step in the higher classification that will produce an increase.

~~**8.2:** Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase.~~

Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase of not less than five percent (5%).

8.3: Whenever an employee is permanently moved from a class or position in one grade to a class having a lower maximum, they shall be paid at the step in the lower range that is the same as received in the former.

8.4: Employees shall receive longevity payments in a lump sum which shall be computed on their anniversary date in recognition of their length of service on the following basis and paid annually in September, or date first due, if it should be after September.

- a) Pro rata longevity payments shall be granted to an employee in the event he terminates his services, provided such termination is not the result of a dismissal.

<u>Years of Service</u>	<u>Minimum Amount</u>
6 to 8	\$230.00
9 to 13	\$260.00
14 to 19	\$290.00
20 or more	\$330.00

8.5: Employees required to use a privately-owned automobile for the conduct of Town business shall be reimbursed, once a month, for all mileage driven at the published I.R.S. rate. Employees must adhere to the Town of East Hartford's motor vehicle use policy.

8.6: No employee will be paid more than the maximum, nor less than the minimum listed for his/her position grade.

ARTICLE IX Insurance and Pension

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

- a) Preferred Provider (PPO) Plan with Managed Care provisions, as described in Appendix D.
- b) Full Service Prescription Drug coverage, as described in Appendix D.
- c) The Triple Option Dental Plan, as described in Appendix E.
- d) Vision Care Endorsement for employee and spouse, as described in Appendix D.
- e) The Town shall provide and pay for a Twenty Thousand (\$20,000) 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.
- f) Employees may select, in lieu of the plan described in Appendix D and subject to availability, coverage in a health maintenance organization
- g) All members of the bargaining unit who elect coverage under Sections a), b), d) and f) above (health, prescription drug, vision, and the HMO option) will contribute toward the cost of such insurance benefits.
 1. Effective ~~July 1, 2008~~, July 1, 2010 bargaining unit members shall be required to contribute twelve percent (12%) of the cost of his or her insurance coverage through monthly payroll deductions.
 2. Effective ~~July 1, 2009~~, July 1, 2011 bargaining unit members shall be required to contribute twelve percent (12%) of the cost of his or her insurance coverage through monthly payroll deductions.

3. Effective July 1, 2012, bargaining unit members shall be required to contribute twenty-four percent (24%) of the cost of his or her insurance coverage through monthly payroll deductions.
- h) Employees may select, in lieu of the plan described in Appendix D or coverage in a health maintenance organization, coverage under the HDHP with vision rider described in Appendix H. The Town will make the following contributions toward the deductible:
1. The Town will deposit \$750 into a health savings account for single coverage or \$1,500 for single plus one or family coverage. The Town will annually deposit an additional \$250 toward deductible for completion of all of the requirements of its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually: (a) have their physician complete the Preventative Health Attestation Form utilized by the Town certifying that they have had medical screenings appropriate for their age; (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment including biometrical results. Employees will be required to submit proof of completion.
- i) In the event that the Town of East Hartford may offer a High Deductible Health Plan as an optional form of health insurance coverage, bargaining unit members shall be required to contribute fourteen percent (14%) of the cost of his or her insurance coverage under said plan through monthly payroll deductions.
- j) The premium cost sharing described above will be on a pre-tax basis in accordance with Section 125 of the Internal Revenue Service Code.
- k) The Town of East Hartford will implement a "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:

Coverage Type	Payment Amount
Individual	\$ 500.00
Individual plus one dependent	\$ 750.00
Individual plus two or more dependents	\$1,000.00

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 (\$125.00, \$187.50, \$250.00, respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
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. Enrollment in the **HDHP** or any of the Town's HMO's can be done only at Open Enrollment in May of each year or during a Special Enrollment as determined by the Town.

9.1: The Town reserves the option to change insurance carriers from time to time, through competitive bidding, for all insurance benefits; however, any insurance benefits being provided shall not be affected by the change in carriers, and shall be the equivalent or better than the then existing referenced coverages.

9.2: "Retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan. "Vested benefit recipient" shall mean any former employee who terminated service after meeting the requirements for vesting under the pension plan.

~~The Town shall provide and pay for the insurance benefits listed in Section 9.0 a. and b. for all employees upon retirement.~~

- ~~a) For retired employees age 65 and over, who are eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.~~

~~b) The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. for the retired employee's spouse, under the following circumstances:~~

For employees who retire as defined in Section 9.2 above within sixty (60) calendar days of the date of the Award in Case No. 2011-MBA-424, the Town shall provide and pay for the insurance benefits listed in Section 9.0 a. and b. upon retirement.

- a) For retired employees age 65 and over, who retired as defined in Section 9.2 above, within sixty (60) calendar days of the date of the award in Case No. 2011-MBA-424, and who are eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- b) The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. for the spouse of a retired employee who retired as defined in Section 9.2 above, within sixty (60) calendar days of the date of the award in Case No. 2011-MBA-424, under the following circumstances:
 - i. The retired employee must attain age 60 before his spouse will be eligible for this coverage.
 - ii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
 - iii. The term spouse shall mean the retired employee's spouse who shall have been married and living with the employee as his wife at the time of his retirement. When the retired employee dies, all coverages to his spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from her pension check.
 - iv. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check commencing with his 60th birthday, all coverage to the spouse shall cease and not be reinstated.
 - v. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for the Parts A and B Supplemental coverage.
 - vi. Each retiree will be provided with a Five Thousand (5,000) Dollar life insurance policy.
 - vii. The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

9.3: Employees who retire as defined in Section 9.2 above, later than sixty (60) calendar days after the date of the Award in Case No. 2011-MBA-424, shall be subject to the following:

- a) Employees who retire at age 55 years of age or younger will pay 50% of the cost of employee-only insurance coverage until the employee reaches age 65;
- b) Employees who retire at 56-59 years of age will pay 25% of the cost of employee-only insurance coverage until the employee reaches age 65;
- c) Employees who retire at age 60-64 years of age will pay 0% of the cost of employee-only insurance coverage until the employee reaches age 65;
- d) The Town will cease providing and paying for any and all health insurance coverage when the retired employee reaches age 65.

9.4 For employees who retire as defined in Section 9.2, above, later than sixty (60) calendar days after the date of the award in Case No. 2011-MBA-424, the Town shall provide the insurance benefits described in 9.0 a. and b. for the retired employee's spouse, under the following circumstances:

- a. If the retired employee remarries, the new spouse will not be eligible for this coverage.
- b. Payment of the cost of spousal insurance coverage shall be subject to the following:
 - i. Employees who retire at 55 years of age or younger will pay 100% of the cost of spousal insurance coverage until the spouse reaches age 65;
 - i. Employees who retire at 56 through 59 years of age will pay 75% of the cost of spousal insurance coverage until the spouse reaches age 65;
 - i. Employees who retire at 60 through 64 years of age will pay 50% of the cost of spousal insurance coverage until the spouse reaches age 65;
- c. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check all coverage to the spouse shall cease and not be reinstated.
- d. The Town shall cease providing and paying for any and all health insurance coverage when the retired employee's spouse reaches age 65. If the retired employee dies before his spouse reaches age 65, all coverage to his spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from her pension check.

9.5 Any other provisions of this Agreement notwithstanding, bargaining unit members who are eligible to retire on or before January 31, 2013, in accordance with the terms of a Town retirement plan, regardless of their actual date of retirement, shall remain eligible to receive the employee-only and spousal retiree health insurance coverage under the terms set forth in Section 9.2 and 9.3, above.

9.6 Disability Insurance – Employees shall have the option to purchase disability insurance (i.e. AFLAC) through payroll deduction.

9.7 Each retiree will be provided with a Five Thousand Dollar (\$5,000) life insurance policy.

9.8 The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

ARTICLE X
Safety and Health

10.0: A Safety Committee consisting of two members representing the Union and two members representing the Town shall be appointed and said committee shall meet with the Town to review and recommend safety and health conditions.

10.1: An employee may be away from his/her work station a maximum of thirty (30) minutes during the work day for breaks.

10.2: The Town shall provide each employee with a proper identification card which will include photo and other data for identification purposes where there is a demonstrated need.

10.3: Upon receiving the original sales receipt, the Town shall reimburse employees for the purchase of hardened toe safety shoes (i.e. steel or plastic). The Town shall not be obligated to reimburse any employee more than one time in a 12 month period. If such safety shoes exceed the price of \$125 dollars, the employee shall pay the remainder of the cost. The following positions are entitled to have safety shoes: Custodian, Building Maintainer, HVAC Maintainer, and the following Assistant Building Officials: Building Inspector, Electrical Inspector, and Plumbing and Heating Inspector. Employees shall be required to wear such shoes at all times while on duty. Any waivers to this requirement must be approved in writing by a Doctor or Director of the Department.

Uniforms shall also be provided to the Custodian, Building Maintainer, and HVAC Maintainer, if such employees request on or before July 1 of each year they be issued such uniforms. Employees who are provided uniforms shall wear such uniforms at all times while on duty.

ARTICLE XI
Savings Clause

11.0: If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of the adopted provisions contained herein, separately and apart from the other.

ARTICLE XII **Management Rights**

12.0: Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: Determine the standards of selection for employment; direct its employees; take disciplinary action; issue rules and regulations; maintain the efficiency of governmental operations, determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, but the manner of exercises of such fights may be subject to the grievance procedure described in this Agreement.

ARTICLE XIII **Grievance Procedure**

13.0: Grievances arising out of matters covered by this Agreement and disputes and consultations of any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party.

Step 1: Between the Union Steward, the aggrieved party, and the immediate Supervisor. The immediate Supervisor shall hear the grievance at once, and notify the Union Steward of his decision within five (5) working days from the day the grievance was presented.

A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the Supervisor and is not satisfactorily settled, it must be reduced to writing and there must be set forth in the spaces provided, all of the following:

- A. A statement of the grievance and the facts involved.
- B. The remedy requested.
- C. The violation, if any, of the Agreement which is claimed.

Step 2: If the grievance is not settled in Step 1 within the required time, the aggrieved party, his Steward, and one member of the Executive Committee may take the grievance up with the Director of the department involved. Such appeal action from

the first step of this procedure must take place within fifteen (15) working days of the date on which the first step disposition was rendered. The Director of the department involved will confer with the aggrieved party and his representatives within five (5) working days of receipt of the appeal action. The Director of the department and the Union may include in the conference any other individual concerned and the Director of the department involved shall give his deposition, in writing, no later than five (5) working days after such conference.

Step 3: If the decision of the Director of the department involved in Step 2 is not satisfactory, the Union may appeal within ten (10) working days of such decision to the Human Resources Director. The aggrieved party may be represented at this step of the grievance procedure by the Steward, one member of the Executive Committee and one other individual of the Union's own choosing. The Human Resources Director and the Union may include in the conference any individuals concerned and the Human Resources Director will give an answer in writing to the appealing employee within five (5) working days. Such written disposition will be rendered on the form provided. Employees appealing decisions regarding promotion, demotion, suspension, or discharge may submit such grievances directly to this step of the grievance procedure without the necessity of complying with procedures set forth in Steps 1 and 2.

Step 4: If the grievance is not satisfactorily settled at Step 3, either party may submit the dispute, within thirty (30) days of receiving such disposition, to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrators will be final and binding on both parties.

13.1: Officers and/or Stewards, not to exceed three (3) members of the Union, as shall be designated by the Union for the purpose of conducting contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Officers and/or Stewards, not to exceed two (2) members of the Union, may be designated by the Union for the purpose of adjusting grievances and shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

13.2: The Union shall furnish the Town with a list of its Officers, Executive Committee members and Stewards, and shall, as soon as possible, notify the Town, in writing, of any change therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No Officer, Executive Committee member or Steward shall be recognized by the Town until such written notification of his appointment is received by the Town from a duly authorized officer of the Union.

13.3: In addition to those persons specified, the Union or the Town may, at Step 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall so advise the other a reasonable period in advance of such hearing. Employee grievances must be filed no later than ten (10) working days following the date of the incident giving rise to the alleged grievance, however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

ARTICLE XIV

Union Leave

14.0: Two (2) members of the Union may attend the State CSEA convention or other Union event each year without loss of pay. Each employee shall be granted up to a maximum of three (3) days of such leave. The total number of days granted to the bargaining unit shall not exceed six (6) days in any year. Employees using such leave shall notify their supervisor at least five (5) days in advance of taking the leave.

ARTICLE XV Right to Review

15.0: All employees shall have the right to review their personnel file upon reasonable request to the Human Resources Director and at such time that the request will not interfere with the orderly operation of the Human Resources Department. The Human Resources Director shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege.

ARTICLE XVI Non-Discrimination

16.0: The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or Union membership.

ARTICLE XVII Duration

17.0: This Agreement shall remain in full force and effect until the 30th day of June, ~~2010~~ **2013** except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement by giving to the other party not less than one hundred twenty (120) days written notice of intention to propose amendments.

The signature lines have been omitted from this Agreement as this Agreement represents the Arbitration Panel's Award in Case No. 2011-MBA-424 which was issued on December 28, 2012.

~~IN WITNESS WHEREOF, the parties have caused their names to be signed on this _____~~
~~day of March _____, 2009.~~

~~TOWN OF EAST HARTFORD _____ CSEA, LOCAL #2001, SEIU, CTW,~~
~~CLC~~

~~Melody A. Currey, _____ Michael Dayton,~~
~~Mayor _____ President, CSEA, Local~~
~~#2001~~

~~Steven V. Bielenda, Esq. _____ Witness~~
~~Director of Human Resources~~

~~_____~~
~~Witness~~

~~The above and foregoing is a true and attested copy of the contract between the Town of East~~
~~Hartford and the CSEA, Local #2001, SEIU, CTW, CLC.~~

~~_____~~
~~_____~~
~~Town Clerk~~

APPENDIX A

EAST HARTFORD CSEA, Local 2001, SEIU,CTW,CLC.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Please Print) Last Name First Middle

BY: _____
Name of Employer

Effective _____ I hereby request and authorize you deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of CSEA, Local 2001, SEIU, CTW, CLC.

The authorization shall remain in effect in accordance with the working Agreement or upon termination of my employment.

Employee's Signature

Street Address

City and State

APPENDIX B

~~Effective and retroactive to July 1, 2008, the salaries in effect on June 30, under each grade and for each step will be increased by one and one-half percent (1.5%)~~

~~Effective July 1, 2009, the salaries in effect on June 30, 2009 under each grade and for each step will be increased by one and one-half percent (1.5%)~~

Effective and retroactive to July 1, 2010, the salaries in effect on June 30, 2010 under each grade and for each step will be increased by one percent (1%).

Effective and retroactive to July 1, 2011, the salaries in effect on June 30, 2011, under each grade and step will be increased by two and one-half percent (2.5%).

Effective and retroactive to July 1, 2012, the salaries in effect on June 30, 2012, under each grade and step will be increased by two and one-half percent (2.5%).

Employees shall move up one step each year until they reach maximum step in their classification.

APPENDIX C

Grade	Classification/Job Title	Increase	Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5
1	Custodian	1.00%	2010-2011	\$26,709	\$28,045	\$29,446	\$30,919	\$32,465
		2.50%	2011-2012	\$27,377	\$28,746	\$30,182	\$31,692	\$33,277
		2.50%	2012-2013	\$28,062	\$29,464	\$30,936	\$32,484	\$34,109
3	Accounts Clerk	1.00%	2010-2011	\$30,095	\$31,602	\$33,180	\$34,839	\$36,579
	Administrative Clerk II	2.50%	2011-2012	\$30,847	\$32,392	\$34,009	\$35,710	\$37,494
	Assessment Clerk II	2.50%	2012-2013	\$31,619	\$33,202	\$34,859	\$36,603	\$38,431
	Food Bank Coordinator							
	Records Clerk							
	Police Records Clerk							
4	Accounts Clerk II	1.00%	2010-2011	\$31,992	\$33,589	\$35,268	\$37,032	\$38,883
	Admin.Clerk III	2.50%	2011-2012	\$32,792	\$34,428	\$36,150	\$37,957	\$39,855
	Admin.Clerk III - Landfill	2.50%	2012-2013	\$33,611	\$35,289	\$37,054	\$38,906	\$40,851
	Administrative Secretary II							
	Assessment Clerk III							
	Police Records Clerk II							
5	Accounts Clerk III	1.00%	2010-2011	\$34,037	\$35,740	\$37,528	\$39,405	\$41,374
	Admin. Secretary II - Parks	2.50%	2011-2012	\$34,888	\$36,633	\$38,466	\$40,390	\$42,408
	Building Maintainer	2.50%	2012-2013	\$35,760	\$37,549	\$39,427	\$41,400	\$43,468
6	Administrative Secretary III	1.00%	2010-2011	\$36,250	\$38,064	\$39,966	\$41,964	\$44,062
	Assessors Assistant	2.50%	2011-2012	\$37,156	\$39,015	\$40,965	\$43,014	\$45,164
	Assistant Town Clerk	2.50%	2012-2013	\$38,085	\$39,991	\$41,989	\$44,089	\$46,293
	Office Interdepartmental							
7	Accounting Assistant	1.00%	2010-2011	\$38,643	\$40,577	\$42,603	\$44,733	\$46,972
	Administrative Aide	2.50%	2011-2012	\$39,609	\$41,591	\$43,668	\$45,851	\$48,146
	Caseworker I	2.50%	2012-2013	\$40,599	\$42,631	\$44,760	\$46,998	\$49,350
	Town Council Clerk							
	Deputy Town Clerk							
8	Delinquent Tax Collector	1.00%	2010-2011	\$41,234	\$43,294	\$45,456	\$47,731	\$50,118
	Engineering Tech III	2.50%	2011-2012	\$42,265	\$44,376	\$46,592	\$48,924	\$51,371
		2.50%	2012-2013	\$43,322	\$45,485	\$47,757	\$50,147	\$52,655

Grade	Classification/Job Title	Increase	Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5
9	Asst. Collector of Revenue	1.00%	2010-2011	\$44,036	\$46,237	\$48,548	\$50,977	\$53,526
	Asst. Grants Administrator	2.50%	2011-2012	\$45,137	\$47,393	\$49,761	\$52,251	\$54,864
	Assessment Systems Coordinator	2.50%	2012-2013	\$46,265	\$48,578	\$51,005	\$53,557	\$56,236
	Animal Control Officer							
	Caseworker II							
	Housing Specialist							
	HVAC Maint./Repairman							
	Property Maint. Inspector							
	Real & Personal Prop Asst.							
	Senior Sec. to the Mayor							
10	Asst. Zoning Enforcement Official	1.00%	2010-2011	\$47,071	\$49,428	\$51,898	\$54,493	\$57,219
	Counseling Coordinator	2.50%	2011-2012	\$48,248	\$50,664	\$53,195	\$55,855	\$58,649
	Economic Dev. Specialist	2.50%	2012-2013	\$49,454	\$51,931	\$54,525	\$57,251	\$60,115
	Engineering Tech IV							
	Housing Planning Analyst							
	Information Systems Specialist							
	Payroll Coordinator							
	Program Supervisor, Senior Centers							
	Supervisor Rec/Aquatics							
	Youth Services Program Coordinator							
11	Asst. Bldg. Official Electrical	1.00%	2010-2011	\$50,371	\$52,889	\$55,532	\$58,308	\$61,223
	Asst. Bldg. Official General	2.50%	2011-2012	\$51,630	\$54,211	\$56,920	\$59,766	\$62,754
	Asst. Bldg. Official P & H	2.50%	2012-2013	\$52,921	\$55,566	\$58,343	\$61,260	\$64,323
	Elderly Services Coordinator							
	Emergency Management Coordinator							
	Programmer Systems Analyst							
	Public Health Sanitarian							

Grade	Classification/Job Title	Increase	Fiscal Year	Step 1	Step 2	Step 3	Step 4	Step 5
12	Operations Engineer	1.00%	2010-2011	\$53,943	\$56,644	\$59,474	\$62,448	\$65,571
	Supervisor Property Maintenance Inspector	2.50%	2011-2012	\$55,292	\$58,060	\$60,961	\$64,010	\$67,211
		2.50%	2012-2013	\$56,674	\$59,511	\$62,485	\$65,610	\$68,891
13	Assistant Town Engineer	1.00%	2010-2011	\$57,830	\$60,719	\$63,758	\$66,941	\$70,293
	Civil Engineer	2.50%	2011-2012	\$59,275	\$62,237	\$65,352	\$68,614	\$72,050
	Purchasing Agent	2.50%	2012-2013	\$60,757	\$63,793	\$66,986	\$70,330	\$73,852
14	Building Division Supervisor	1.00%	2010-2011	\$62,048	\$65,155	\$68,413	\$71,829	\$75,424
	Deputy Assessor	2.50%	2011-2012	\$63,600	\$66,784	\$70,124	\$73,625	\$77,309
		2.50%	2012-2013	\$65,190	\$68,454	\$71,877	\$75,466	\$79,242
15	Town Planner	1.00%	2010-2011	\$66,647	\$69,977	\$73,472	\$77,147	\$81,003
		2.50%	2011-2012	\$68,313	\$71,726	\$75,309	\$79,076	\$83,028
		2.50%	2012-2013	\$70,021	\$73,519	\$77,192	\$81,052	\$85,104

**Town of East Hartford
CSEA, Local 2001, Medical Plan Appendix D**

Benefits	P.P.O. Plan with Managed Benefits
Costshares	In-Network
	In-Network services subject to co-pays <ul style="list-style-type: none"> • \$5 Office Co-pay • \$25 Emergency Room Co-pay • \$0 Outpatient Surgical Co-pay • \$0 Per Hospital Admission Co-pay • Lifetime Maximum-Unlimited
	Out-of-Network
	<ul style="list-style-type: none"> • Deductible - \$200/\$400/\$500 • Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000 • Out-of-Pocket Maximum \$1,000/\$2,000/\$2,500 • Lifetime Maximum Out-of-Network - \$1,000,000
Preventive Care	
Pediatric	\$5 Co-pay. Covered according to age-based schedule
Adult	Examination Schedule: <ul style="list-style-type: none"> • Birth - 1 year 6 examinations • 1 year - 5 years 6 examinations • 6 years - 10 years 1 examination every 2 years • 11 years - 21 years 1 examination every year • 22 years - 29 years 1 examination every 5 years • 30 years - 39 years 1 examination every 3 years • 40 years - 49 years 1 examination every 2 years • 50 and over 1 examination annually
Vision	\$5 Co-pay covered once every 2 years
Hearing	\$5 Co-pay covered once every year
Gynecological	\$5 Co-pay, one routine examination every year
Medical Services	
Medical Office Visit	\$5 Co-pay
Outpatient PT/OT/Chiro/ Speech Therapy	Covered up to 60 combined treatments per member per calendar year. (Treatment Plan Required)

**Town of East Hartford
CSEA, Local 2001, Medical Plan Appendix D**

Allergy Services	\$5 Co-pay for visits and tests <i>(Treatment Plan Required)</i> \$0 Co-pay on injections
Diagnostic Lab & X-ray	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	Covered at 50% up to 40 visits per Calendar year In and Out-of-Network
Emergency Care	
Emergency Room	\$25 Co-pay (Waived if Admitted)
Urgent Care	\$25 Co-pay
Ambulance	Covered up to \$500 per trip - land Covered up to \$3,000 per trip - air
Inpatient Hospital	Note: All hospital admissions require pre-cert.
General/Medical/Surgical/ Maternity (Semi-Private)	Covered
Ancillary Services <i>(Medical Supplies)</i>	Covered
Psychiatric	Covered up to 60 days per calendar year <i>(120 partial)</i>
Substance Abuse/Detox	Covered up to 60 days per calendar year <i>(120 partial)</i>
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year
Hospice	Covered up to 60 days
Outpatient Hospital	
Outpatient Surgery	Covered

**Town of East Hartford
CSEA, Local 2001, Medical Plan Appendix D**

Facility Charges	
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 Visits per calendar year
Prescription Drugs	\$3/\$6/\$0 Managed Pharmacy Card Plan, \$2,000 annual maximum, additional coverage out-of-network
<p>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.</p>	

APPENDIX D (Continued)

With regard to Article IX, Section 9.0 d) Vision Care:

It is the intent of the parties to retain the Century 98 Vision Care Endorsement as specified in the 7/1/95 - 6/30/98 contract.

APPENDIX E

**EAST HARTFORD
TRIPLE OPTIONAL DENTAL PLAN**

BENEFIT DESCRIPTION	PPO	FLEX DENTAL	OUT OF NETWORK
	IN NETWORK NO DEDUCTIBLE	\$50 DEDUCTIBLE*	\$200 DEDUCTIBLE
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
PREVENTIVE SERVICES			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (Included with Oral Evaluation)	100%	100%	80%
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50%
Space Maintainers	100%	100%	50%
DIAGNOSTIC SERVICES			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (Included with Oral Evaluation)	100%	100%	70%
RESTORATIVE SERVICES			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
ENDODONTICS			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
ORAL SURGERY			
Simple Extractions	100%	100%	50%
Surgical Extractions and Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
GENERAL SERVICES			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%

	PPO IN NETWORK NO DEDUCTIBLE	FLEX DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK \$200 DEDUCTIBLE
PERIDONTICS			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
PROSTHODONTICS			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Inlays, onlays and crowns not part of bridge	100%	50%	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime maximum Dependents covered to age 19	50%	50%	Not Covered

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

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

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

11-May-01

APPENDIX F

HEALTH BENEFIT OPT-OUT FORM

Employee Name _____

Date of Form Completion _____

Department _____

Effective Date of Cancellation _____

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

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through

_____ (name of company offering program).

The name of the plan providing my insurance coverage (name of health insurance carrier) is _____.

This plan covers: my spouse, my family, and myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$500 for individual employee coverage, \$750 for employee plus one dependent coverage, or \$1,000 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Notary _____ Date _____

APPENDIX G

A medical certificate submitted in accordance with Article VII, Section 7.0 (f) shall be on the following form or shall contain substantially equivalent information

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR _____
ADDRESS: _____
TEL. NO. _____

TO: Director of Human Resources
740 Main Street
East Hartford, CT 06108

FROM: _____
DATE: _____

As a physician duly licensed by the State of _____, I hereby certify that _____ who was seen by me on _____ was unable to work during the continuous period from _____ to _____.

CHOICE ONE

He/she was under my care on or after _____.

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

CHOICE TWO

He/she was under my care on or after _____.

I also certify that said employee can return to duty with the following restrictions:

_____.

Signature of Physician

Date

APPENDIX H – HIGH DEDUCTIBLE HEALTH PLAN SUMMARY

This schedule is intended to generally describe the benefits available for Covered Services under the Summary Booklet. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet. This schedule is subject to all the terms, conditions, and limitations set forth in the Summary Booklet. The Summary Booklet prevails if there is any discrepancy between this schedule and the terms, conditions, and limitations set forth in the Summary Booklet.

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible		\$1,500 single* \$3,000 family**
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit *Applies to Prescription Drug Copayments	\$1,500 single*** \$3,000 family****	\$4,000 single*** \$8,000 family****
Lifetime Maximum	Unlimited	Unlimited
<p>*Single Deductible – The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible. **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.</p> <p>In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.</p>		
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive Screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening	No Cost-Share	Deductible & Coinsurance

(See Preventive Services in the Covered Services section for additional information)		
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient Surgery (including colonoscopy) Note: See Other Medical Services section also, for Outpatient Surgery rendered in an ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-Ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy; Radiation therapy; Chemotherapy for the treatment of cancer; Electroshock therapy; Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance
Non-Surgical Services of a Physician or Surgeon (other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care & Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Outpatient Surgery In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy)	Deductible	Deductible & Coinsurance
Note: See the Hospital Services section also for Outpatient Surgery	Deductible	Deductible & Coinsurance

under the direction of a physician up to \$420		
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period. Diabetic equipment, and supplies	Deductible	Deductible & 50% Coinsurance
Ostomy Related Services	Deductible	Deductible & 50% Coinsurance
Hospice Care (inpatient)	Deductible	Deductible & Coinsurance
Wig up to \$500 maximum per Member per Calendar Year	Deductible	Deductible & Coinsurance
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services Please see Maternity /Family Planning Section Office Visit Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply	Deductible Same as Hospital Outpatient Cost-Share Same as Hospital Inpatient Cost-Share Deductible	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

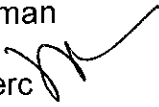
Vision Rider

This schedule is only a brief summary of the amount of benefits you will be paid when you receive Covered Services from a provider. Please refer to the Covered Services Section of the Summary Plan Description for a more complete explanation of the specific vision services covered by the Plan. All Covered Services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate of Coverage and Summary Plan Description including any attachments or riders. The Certificate of Coverage and Summary Plan Description prevail if there is any discrepancy between this schedule and the terms, conditions, exclusions, limitations, terms and provisions set forth in the Certificate of Coverage or Summary Plan Description.

BENEFIT PERIOD	Calendar Year
DEPENDENT AGE LIMIT	To the end of the month after which the child attains 26.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Non-Network Providers
Prescription Lenses		
Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
Basic Lenses (Pair)		
Single Vision lenses	\$25 Copayment	Reimbursed up to \$36
Bifocal lenses	\$25 Copayment	Reimbursed up to \$54
Trifocal lenses	\$25 Copayment	Reimbursed up to \$69
(Limited to one set of lenses per Calendar Year.)		
Frame		
(Limited to one frame per Calendar Year)	\$130 Retail Amount	Reimbursed up to \$64
Prescription Contact Lenses (traditional or disposable)		
Non-Elective Contact Lenses (Availability once every Calendar Year)	Covered in full	Reimbursed up to \$210
Elective Contact Lenses (in lieu of eyeglass lenses allowances) (Availability once every Calendar Year)	\$130 Retail Amount	Reimbursed up to \$105
Note: If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.		

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: January 4, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Resolution-Cities Readiness Initiative

Attached is the authorizing resolution to enter into a contract with the City of Hartford, the West Hartford/Bloomfield Health District in a grant the CDC has made available for the purpose of responding effectively to a widespread anthrax release within DEMHS Region 3.

Please place on the Town Council agenda for January 15, 2013 meeting.

Thank you

C: J. Cordier, Director of Health & Social Services
C. Fravel, Grants Administrator

I, Angela M. Attenello, Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify pursuant to a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 15th day of January 2013 in East Hartford, Connecticut.

RESOLUTION

RESOLVED that Mayor Marcia A. Leclerc has been empowered to make application to and execute contracts and any amendments thereof, on behalf of the Corporation, between the Corporation and the West Hartford – Bloomfield Health District or its successor agency, concerning a \$12,000 “Public Health Preparedness DEMHS Region 3 Cities Readiness Initiative” for the grant period August 10, 2011 through June 30, 2013.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of East Hartford this ____ day of January 2013.

Signed: _____

Angela M. Attenello
Town Council Clerk

seal

MEMORANDUM

DATE: 20 December 2012

TO: Mayor Leclerc

FROM: Jim Cordier, Health Department 

SUBJ: Referral to Town Council – Resolution
Cities Readiness Initiative

Through the Cities Readiness Initiative, the CDC has made \$12,000 in grant funds available to the Town of East Hartford for the forthcoming grant year for the purpose of responding effectively to a widespread anthrax release within DEMHS Region 3. Area health departments including those of the City of Hartford, the West Hartford / Bloomfield Health District and the Town of East Hartford are to be compensated for activities associated with the planning, development and implementation of a Mega-POD (Point of Distribution) for the rapid mass-dispensing of medications.

The attached resolution will authorize you as Mayor to enter into a contract with the area CRI fiduciary – the West Hartford / Bloomfield Health District - to carry-out the foregoing program. I am requesting that this item be placed on the Town Council agenda for their meeting to be held January 15, 2013.

Cc: Clare Fravel, Grants Administrator

GRANT APPLICATION INFORMATION

DATE: January 15, 2013

TITLE: Cities Readiness Initiative

AMOUNT: \$ 12,000.00

SOURCE: Centers for Disease Control via West Hartford / Bloomfield Health District (fiduciary).

PURPOSE: Planning, development and implementation of a Mega-POD (Point of Distribution facility) for medications in the event of an anthrax release.

DEPARTMENT RESPONSIBLE: Health Department

MATCHING FUNDS: Not applicable

IN-KIND OR CASH: Not applicable

SOURCE: Not applicable

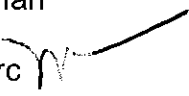
GRANT PERIOD: August 10, 2011 – June 30, 2013

APPLICATION DUE DATE: January 20, 2013

PROPOSED BUDGET:

\$12,000.00 Compensation for staff time spent on the foregoing activities.

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: January 8, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: NEW BUSINESS: Flood Protection System Rehabilitation Pump Station Repair Project – Supplemental Agreement

The attached memo is a supplemental agreement for addition Construction Administration / Construction Services on the Pump Station Repair Project associated with the Rehabilitation of the Flood Protection System. This memo will authorize the Town to enter into a supplemental agreement for professional services totaling \$79,399 with GEI Consultants, Inc. to complete the existing project.


Please Place on the Town Council agenda for the January 15, 2013 meeting.

Thank you

C: J. Choquette, Director Planning & Development

MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Tim Bockus, Public Works Director 

DATE: January 8, 2013

RE: Referral to Council
Flood Protection System Rehabilitation
Pump Station Repair Project
Construction Administration / Construction Inspection Services
Supplemental Agreement

Attached is a supplemental agreement for additional construction administration / construction services on the Pump Station Repair Project which is one of the projects associated with the Rehabilitation of the Flood Protection System. The Engineering Division has worked with GEI Consultants, Inc. to develop a scope of services required to complete the construction administration / construction inspection services on the project.

Please request that this item be placed on the upcoming Town Council agenda which will authorize the Town to enter into the supplemental agreement for professional services totaling \$79,399 with GEI Consultants, Inc. to complete the existing project.

TO: Tim Bockus, Public Works Director

FROM: Nick Casparino, Civil Engineer *NBC*

DATE: January 8, 2013

RE: Pump Station Repair Project
Construction Administration / Construction Inspection Contract
Supplemental Agreement #1
GEI Consultants, Inc.

The existing construction contract for the Pump Station Repair project associated with the Flood Protection System has taken longer than estimated to complete resulting in the need for a supplemental agreement to fund the remaining construction administration / construction inspection services on the project. The construction administration / construction services are paid for based on actual hours worked along with reimbursement for direct costs associated with oversight of the project.

The primary reason for the longer project duration is a responsibility of the Contractor. The Contractor did not adhere to the construction schedule and utilized overtime hours in an attempt to make up lost time. Unfortunately, not all of the extended duration is the fault of the Contractor. The contract time was extended 24 days through approved change orders. The lead time necessary to order the check valve for the pump #2 in Meadow Hill Pump Station also resulted in the need to additional contract time. The Town agreed with the Contractor early in the project to work with the contractor on the issue of contract time resulting from the lead time to obtain the check valve. The combination of these issues has resulted in the need for additional funding for the construction administration / construction inspection services.

The attached supplemental agreement is required to pay for the final construction administration / inspection services for the remaining construction activities and the project close-out for the project. Payment will be made for actual hours worked and we will be working with the Contractor to insure the remaining work by the Contractor is done as efficiently as possible. The Contractor is scheduling the remaining operations to be completed in two mobilizations. The remaining construction activities with the exception of site restoration are scheduled for late January / early February (flood conditions permitting). The second mobilization for site restoration will be completed in the spring during the growing season.

Please request that the attached supplemental agreement be placed on the next Town Council agenda for authorization. Thank you for your assistance.

xc: Denise Horan, Town Engineer



Geotechnical
Environmental
Water Resources
Ecological

January 7, 2012

GEI Project 124500

Mr. Nick Casparino, PE
Town of East Hartford
740 Main Street
East Hartford, CT 06108

**Re: Proposal for Supplemental Agreement (DRAFT)
Pump Station Construction Administration
Purchase Order No. 20122499-00**

Dear Mr. Casparino:

GEI Consultants, Inc. is pleased to submit this proposal to provide additional construction inspection and administration services for repairs to three pump stations within the East Hartford Flood Control System as defined in the East Hartford Flood Control System Pump Station Repair Project, Bid # 12-16. Our proposed scope of work, costs, and proposed conditions related to this additional work are outlined below, which we are requesting to be implemented as Supplemental Agreement #1 to the existing contract.

We have prepared this updated supplemental agreement request to reflect both actual expenditures to date, and the projected amounts needed to accommodate inspection and administration of the remaining work that the construction contractor plans to complete in 2013.

Background

The primary reasons for the increase in GEI's costs have been that the construction contractor extended the project duration beyond the approved schedule, and used extensive overtime in an attempt to make up lost schedule time. Both factors caused GEI to expend more on-site inspection and administration time. The administration of the contract was also more costly due to GEI's involvement in multiple schedule revisions and construction contract issues.

Since work was not completed in 2012 as scheduled, the contractor will need to mobilize again in 2013 to complete specific items in the contract, as well as various punch list items. The inspection and administration costs for the remaining work items have been projected as detailed in this proposal.

Scope of Work

To accommodate the above increases in the project scope, we propose to implement

Pump Station Construction Administration
Purchase Order No. 20122499-00
GEI Supplemental Agreement #1

Supplemental Agreement #1 to increase funding to accommodate the following services.

Task 2 Construction Phase Services: As a result of the construction schedule extension and increased daily work hours, GEI's Task 2 budget increased accordingly and the amount for this task was fully expended before the construction was completed. GEI continued to provide inspectional and administrative services to support the construction work that was still in progress until work operations ceased at the end of calendar 2012. GEI did not exceed its total contract for the project, however, the budget that was allocated for Task 3 Post Construction Services was entirely used to fund additional costs incurred on Task 2.

- A. GEI's actual costs for Task 2 Construction Phases Services through December 31, 2012 are as listed below:

Actual Costs Incurred	\$173,229
Task 2 Budgeted Amount	<u>-\$125,682</u>
Task 2 Amount Currently Over Budget	= \$ 47,547
Task 3 Budget Applied to Task 2	<u>-\$ 46,521</u>
Net Funds needed for Task 2 to cover 2012 Costs	\$ 1,026

- B. GEI's additional costs for Task 2 services have been projected to be incurred during January and/or February, 2013 for Check_Valve Replacement, Strainer Installation, Punch List Items, RFI's, etc. Based on contractor scheduling, 10 work days has been estimated for this work: **\$23,756**
- C. GEI's additional costs for Task 2 services have been projected to be incurred during April, 2013 for Site Restoration, Record Drawings, Close-Out, and misc. remaining punch list items. Based on contractor scheduling, 4 work days has been estimated for this work: **\$8,096**

Total Task 2 Supplemental Agreement Request **\$32,878**

Task 3 Post Construction Services: Task 3 Post Construction services have yet to begin and there have been no direct charges against it. As noted above, all funding for this task has been used to fund the additional expenses incurred on Task 2. Once construction is completed, GEI proposes to perform all activities described in Task 3 of our contract which generally include activities needed to close out the contract. Examples include final walk through and punch list, project record documents, as-built drawings, project Construction Report for Town and USACE submittal, and review of final contractor invoice.

- A. GEI proposes to perform all Task 3 services at the same hourly and expense estimate as listed in Table 1 of our existing contract. However, because funding has already been expended, we are requesting that an amount equal to our original Task 3 fee estimate \$46,521 be included in Supplemental Agreement #1: **\$46,521**

Pump Station Construction Administration
Purchase Order No. 20122499-00
GEI Supplemental Agreement #1

Grand Total of Supplemental Agreement #1 Request: Combining the total amounts listed under Task 2 and 3 above, the total Supplemental Agreement is hereby requested to be a grand total of \$79,399, to be performed at an hourly and expense basis as per the rates and the terms of our original contract.

Supplemental Agreement #1 Grand Total	\$79,399
--	-----------------

Note: The attached spreadsheet entitled "Supplemental Agreement #1 Estimated Costs" provides detailed hourly and expense estimates for the projected 2013 costs noted above. The 2012 actual Task 2 costs are shown in the spreadsheet as a total figure only which has been tallied as per GEI's financial accounting system. This reflects accrued project labor and expense charges through 12/31/2012, and a summary detail report of all charges can be provided as needed. Final approval of each charge will be pending Town of East Hartford approval of respective invoices.

Staffing

GEI proposes to utilize the same key staff and the same personnel roster as listed in the original contract.

Summary

We look forward to continuing to work with you to reach a successful conclusion to this important flood control project, and appreciate the opportunity to continue to serve the Town of East Hartford.

Thank you for your consideration of this request.

Sincerely,

John McGrane, P.E.
Project Manager

cc: Fred Johnson, Sr. VP
Jim Nickerson, PE

H:\TECH\project\East Hartford\124500 Pump Station CA\Supplement #1 and Weekly Cost Reports\Revised supplement #1\Proposal GEI Supplemental Agreement.docx

Table 2 - Payroll Roster

Client: Town of East Hartford
 Project: Construction Administration - East Hartford Flood Control System
 East Hartford, Connecticut
 GEI Project 124500
 Supplement #1
 1/7/2013

Permanent Employee ² Yes/No	Employee Name	Classification ¹	Actual Hourly Rate	Burdened Audited OH Rate	Billable Rate
Yes	J. McGrane	Senior Consultant 7	\$55.56	3.2034	\$177.98
Yes	B. Giroux	Senior Consultant 7	\$67.56	3.2034	\$216.42
Yes	J. Nickerson	Senior Consultant 6	\$51.40	3.2034	\$164.66
Yes	S. Sarandis	Senior Professional 6	\$48.16	3.2034	\$154.28
Yes	C. Grant	Senior Professional 6	\$49.92	3.2034	\$159.91
Yes	A. Sanna	Project Professional 4	\$34.36	3.2034	\$110.07
Yes	C. Pray	Staff Professional 3	\$32.00	3.2034	\$102.51
Yes	S. Wilbur	Staff Professional 3	\$32.00	3.2034	\$102.51
Yes	B. Cote	Staff Professional 3	\$31.52	3.2034	\$100.97
Yes	L. Carey	Staff Professional 2	\$27.92	3.2034	\$89.44
Yes	D. DeCesaris	Staff Professional 2	\$26.04	3.2034	\$83.42
Yes	R. Morang	Senior Technician	\$31.64	3.2034	\$101.36
Yes	A. Melgey	Word Processor (Admin)	\$28.16	3.2034	\$90.21
Yes	A. Hippler	Word Processor (Admin)	\$25.76	3.2034	\$82.52
Yes	L. Berdebes	Word Processor (Admin)	\$15.92	3.2034	\$51.00
Yes	R. Sockett	Word Processor (Admin)	\$17.44	3.2034	\$55.87

Note:

- 1) Classifications shown match GEI's job descriptions.
- 2) A permanent employee is defined as receiving paid leave and all other company benefits.
- 3) The Overhead Rate used is the actual FAR Audited Overhead Rate for 2010, which is the last period that Audited Overhead Rates are available.

Table 3 - Summary of Estimated Field Expenses

Client: Town of East Hartford

Project: Construction Administration - East Hartford Flood Control System

East Hartford, Connecticut

GEI Project 124500

Supplement #1

1/7/2013

Estimate of Field Expenses

Description	Unit Rate	Unit	Quantity	Total Cost
Mileage	\$ 0.555	Each	1200	\$ 666.00
Tolls	--	Actual	0	\$ -
Rental of Multi Gas Meter**	\$ 490.00	month	4	\$ 1,960.00
Total Field Expenses:				\$ 2,626.00

** Note: The rental of the Multi-Gas Meter noted above is required for entry into the Meadow Hill Pump Station wet well. This expense has already been incurred by GEI for Sept, Oct, and Nov., 2102, but not billed. An additional month rental will be required for January 2012 bringing the total to 4 months rental at the specified rate.

Table 4 - Summary of Typical Office Expense Rates

Client: Town of East Hartford

Project: Construction Administration - East Hartford Flood Control System

East Hartford, Connecticut


GEI Project 124500

Supplement #1

1/7/2013

Description	Unit Rate	Unit	Estimated Quantity	Estimated Total
Black & white copies	\$0.10	Each	1,000	\$100
8.5.x 11 color copies	\$1.00	Each	100	\$100
11 x 17 color copies	\$2.00	Each	100	\$200
B/W Drawings - > 11x17	\$0.25	Square Foot	0	
Color Drawings - > 11x17	\$1.55	Square Foot	0	
GBC Cover Set	\$1.50	Each	10	\$15
Tabs	\$0.50	Each	70	\$35
Pockets	\$0.60	Each	0	\$0
Binders	\$4.00	Each	0	\$0
CADD Computer Usage Charge	\$10.00	Hour	0	\$0
Postage	Actual Cost	--	--	
<i>Contingency</i>	\$ 200.00		\$ 1.00	\$200
Total Office Expenses:				\$650

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: January 8, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT-Boards & Commissions

I am recommending the following appointment to the Town Boards and Commissions.

PLANNING & ZONING COMMISSION

Term

R	Valentine P. Povinelli, Jr.	97 Langford Lane	12/18
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Please place on the Town Council Agenda for January 15, 2013.

Thank you.

EAST HARTFORD REPUBLICAN TOWN COMMITTEE

505 Burnside Ave (C14), East Hartford CT 06108

860/983-4104

email: jackwjacobs@sbcglobal.net

HON MARCIA LECLERC
MAYOR OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD CT 06108

January 8, 2013

Dear Mayor Leclerc:

The EHRTC recommends that Valentine P. Povinelli, Jr., of 97 Langford Lane (860/568-5373) be appointed to the Planning and Zoning Commission.

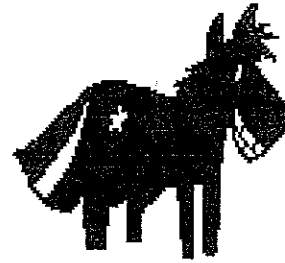
Sincerely yours,



Jack W. Jacobs
Chair, EHRTC

cc: Robert J. Pasek, Town Clerk
Esther B. Clarke
Eric A. Thompson Sr.
Patricia A. Harmon

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, P. J. (Bud) Salemi

-Please print and complete the following information in full-

1. JOHN N. CARELLA 2. 242 OAK STREET
Your name exactly as it appears on the E. Hfd. Voter Registration List Street Address

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. (860) 568-5325 5. _____ 6. _____
Home Phone Cell Phone Personal e-mail address

7. Retired 1/03/03 8. U.S. Dept. of Housing & Urban Development
Occupation Employer

9. _____ 10. _____
Employer/Work Address Work Phone

11. College Graduate 12. _____ 13. 1349 years 9 months
Formal Education Level Achieved Ethnicity (Optional) Years as E. Hfd. Resident

14. Housing Authority Board of Commissioners
Name of Board or Commission you would like to serve on

15. Church Boards & Committees, EH Mentor Program
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. ing relations with EHHA. I can contribute to assisting EHHA through this troubled time.
*Your reason for being interested in serving our Town in this capacity

17. Working knowledge of Authorities and HUD programs. I had yrs. of experience working with troubled Authorities.
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. John N Carella 19. 12/03/12
YOUR SIGNATURE DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____
Voter Registration Information Certified by Voter Registrar _____

At a duly called meeting of the E. Hfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

EH Housing Authority

C. Conditio
Catherine F. Conditio Secretary
(Revised 2-17-07)

12.31.12
Date

1.9.13

Attenello, Angela

From: Scott Chadwick [src@chadwickstone.com]
Sent: Tuesday, January 08, 2013 11:42 AM
To: Attenello, Angela
Cc: 'SHERRI ADAMS'
Subject: RE: Executive Session

Angela,

Please add the following to the agenda for executive session on January 15th: The pending claim of the Estate of Marcus Asiamah v. East Hartford Board of Education, et al.

Thanks, Scott Chadwick

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

From: Aattenello@easthartfordct.gov [mailto:Aattenello@easthartfordct.gov]
Sent: Monday, January 07, 2013 11:42 AM
To: src@chadwickstone.com
Cc: CorpCounsel@easthartfordct.gov
Subject: Executive Session

Scott: just a reminder that the next TC meeting is Tuesday, Jan 15th.
Any need for an exec session?

Angela Attenello
Town Council Clerk
740 Main Street
East Hartford CT 06108
Office: (860)291-7208
Fax: (860)291-7389

OFFICE OF THE
TOWN COUNCIL

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

Robert J. Prosek

2013 JAN -9 P 2:31
(860) 291-7208

TOWNSHIP 5316
FAX (860) 291-7389
EAST HARTFORD

DATE: January 9, 2013

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, January 15, 2013 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, January 15, 2013

7:00 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in Executive Session to discuss the pending claim of the Estate of Marcus Asiamah v. East Hartford Board of Education, et al.

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel