



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Abandonment of Right of Way

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the City of Hartford ("City") to abandon a section of a public right of way on Midland Street and quitclaim any interest the City has in the abandoned area to the current trustees of the Massachusetts Envelope Realty Trust ("MERT Trustees").

Midland Street is a public street, running between Sunset and Violet Streets, with both its northern and southern boundary-lines terminating at a dead-end. Approximately 145 feet of the southern-most end bisects two properties held by the MERT trustees at 10-20 Midland Street and 35 Sunset Street as depicted on the attached Exhibit A (hereinafter the "Abandoned Area").

The property located at 35 Sunset is a parking lot which supports the General Business Envelope Corp. ("GBE") located at 10-20 Midland Street. The Abandoned Area is contiguous with the parking lot at 35 Sunset Street. Although there is evidence which would indicate that at the time Midland Street was dedicated it was intended to extend approximately 145 feet beyond its current terminus, the Abandoned Area was not developed as a roadway and has been used and maintained by GBE as part of its surface parking lot at 35 Sunset Street for decades.

The MERT Trustees have requested the abandonment of the approximately 145 feet of the public right of way that bisects 10-20 Midland and 35 Sunset (the Abandoned Area) to facilitate certain financing associated with a sale of the trustee-held property. Since the City dedicated the length of Midland Street as a public right of way, to discontinue a portion of its use the City must formally abandon the section.

The City proposes an abandonment of the public right of way on the portion of Midland Street that bisects 35 Sunset Street and 10-20 Midland Street as shown on Exhibit A, and a quitclaim of its interest to the MERT Trustees for one dollar (\$1.00).

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, Midland Street is a public right of way between Sunset and Violet Streets, with both its northern and southern boundary-lines terminating at a dead-end, and

WHEREAS, Approximately 145 feet of the southern-most end bisects two properties held by the current trustees of the Massachusetts Envelope Realty Trust ("MERT Trustees") at 10-20 Midland Street and 35 Sunset Street (hereinafter the "Abandoned Area"); and

WHEREAS, The property located at 35 Sunset is a parking lot which supports the General Business Envelope Corp. ("GBE") located at 10-20 Midland Street and the Abandoned Area is contiguous with the parking lot at 35 Sunset Street; and

WHEREAS, Although there is evidence which would indicate that at the time Midland Street was dedicated it was intended to extend approximately 145 feet beyond its current terminus, the Abandoned Area was not developed as a roadway and has been used and maintained by GBE as part of its surface parking lot at 35 Sunset Street for decades; and

WHEREAS, The MERT Trustees have requested the abandonment of the approximately 145 feet of the public right of way that bisects 10-20 Midland Street and 35 Sunset Street to facilitate certain financing associated with a sale of the trustee-held property; and

WHEREAS, The City proposes an abandonment of the public right of way on the portion of Midland Street that bisects 35 Sunset Street and 10-20 Midland Street and a quitclaim of its interest to the MERT Trustees for one dollar (\$1.00), now therefore be it

RESOLVED, that the City hereby abandons any interest it has in the approximately 145 feet Abandoned Area; and be it further

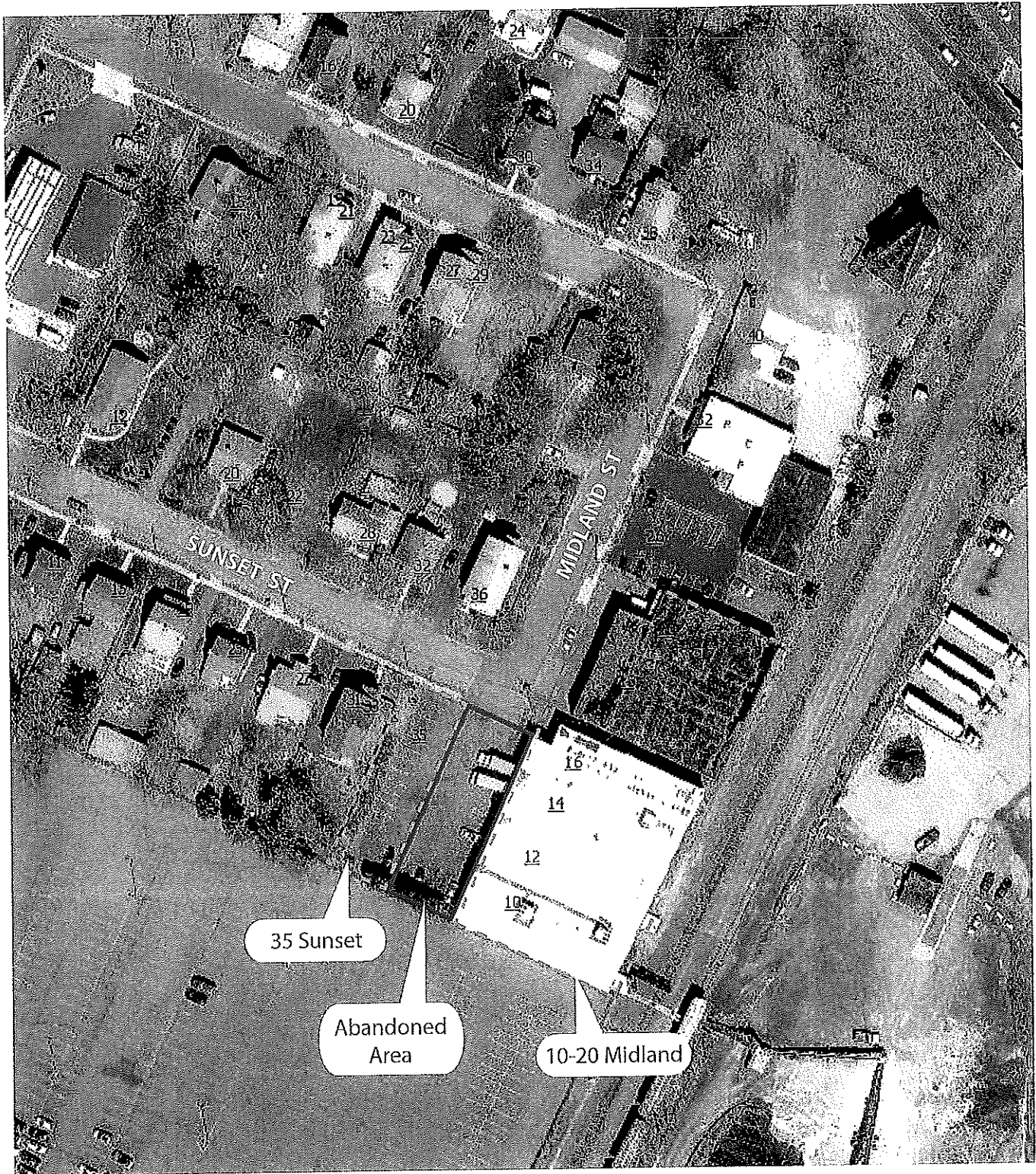
RESOLVED, that the City shall quitclaim its interest in the Abandoned Area to the current trustees of the Massachusetts Envelope Realty Trust for one dollar (\$1.00); and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interest of the City in order to effectuate the above transaction; and be it further

RESOLVED, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the abandonment, quitclaim, or other documents, or to take any of the other aforesaid actions, and be it further

RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such agreements and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

Exhibit A





Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Lease Extension: 245 Locust Street

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing a two year extension to the lease for space at 245 Locust Street which is currently being occupied by the R.J. Kinsella High School for the Performing Arts.

The initial term of the lease between 245 Locust Street LLC (Landlord) and the City of Hartford on behalf of the Hartford Public Schools, was from July 1, 2001 through June 30, 2011. An amendment in June of 2012 extended the term to June 30, 2015 with options to renew for two one-year periods. These options have been exercised and the term of the lease now expires on June 30, 2017.

The High School for the Performing Arts will be relocated to Weaver High School when the renovation of that facility is complete. In order to accommodate the High School at its current location until the move can occur, the Landlord and the Hartford Board of Education have negotiated the proposed amendment, which would extend the term of the lease for two years to June 30, 2019. The annual rent amount will remain at \$987,893 for the period of extension and all other terms will remain the same.

The Hartford Board of Education is expected to vote to amend the lease for 245 Locust Street at their June meeting, prior to execution of the lease amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "L. Bronin", with a long horizontal line extending to the right.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, The Hartford Board of Education ("HBOE") is currently operating the R.J. Kinsella High School for the Performing Arts from a location at 245 Locust Street, Hartford, Connecticut, and

WHEREAS, The HBOE occupies the location pursuant to a lease between 245 Locust Street LLC, (the "Landlord"), and the City of Hartford, as tenant, dated June 8, 2001 (the "Lease") with an initial term of ten years, and

WHEREAS, The HBOE and the Landlord entered into a First Amendment dated June 30, 2011 which extended the Lease term through June 30, 2015 with options for two one-year extensions, both of which were exercised such that the Lease now expires on June 30, 2017, and

WHEREAS, The HBOE intends to relocate the High School for the Performing Arts to Weaver High School upon completion of the Weaver renovations, and the relocation is expected to take place by June of 2019, and

WHEREAS, The HBOE and the Landlord have negotiated an amendment to the Lease to extend the term of the Lease for two years to June 30, 2019, on the same terms and conditions as the current Lease, including the same annual rent of \$987,893.28, and

WHEREAS, The Hartford Board of Education will approve the lease amendment before the amendment is executed, now, therefore be it

RESOLVED, That the Mayor is hereby authorized to enter into and execute an amendment to the Lease upon and subject to the above terms and conditions and such other terms and conditions that the Mayor and the Corporation Counsel may deem appropriate and in the best interests of the City, and be it further

RESOLVED, that the Mayor is hereby further authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to effectuate the above transaction, and be it further

RESOLVED, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned lease, or to take any of the other aforesaid actions, and be it further

RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such lease and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Bankside Grove Grant Agreement

Dear Council President Clarke:

Attached please find a resolution authorizing the acceptance of a grant of \$26,400 from the Connecticut Department of Energy & Environmental Protection (DEEP) which will be used for the development and management of a community garden in the Bankside Grove area of Pope Park.

An almost identical resolution was adopted by the Court of Common Council on February 27, 2017 and the Mayor has signed the agreement with DEEP. In accordance with the template provided by DEEP to the City, the first resolved clause stated "the Mayor is hereby authorized to execute, on behalf of the City of Hartford, a *Personal Services* Agreement....". We have now been advised that the sentence should read "the Mayor is hereby authorized to execute, on behalf of the City of Hartford, a *Grant* Agreement....". The template was incorrect and DEEP staff apologize for the error. However, in order to release the funds, a revised resolution must be adopted. We respectfully request Council action on the attached resolution at your meeting of June 12, 2017. Thank you.

Respectfully submitted,

A handwritten signature in dark ink, appearing to be "L. Bronin", written over a horizontal line.

Luke A. Bronin
Mayor.

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, The Connecticut Department of Energy and Environmental Protection (DEEP) has provided the City of Hartford and the Pope Hartford Designated Fund, Inc. (PHDF) with a \$26,400 grant for development and management of a community garden in the Bankside Grove area of Pope Park, and

WHEREAS, The grant is unique in that three entities, the State of Connecticut, the City, and PHDF, are all parties to the agreement, and

WHEREAS, Grant funds will be provided to the City by the State on a reimbursement basis and the City will transfer funds to PHDF once costs are incurred by PHDF, and

WHEREAS, A 50% match is required for this grant which will be provided through in-kind expenses by the City and PHDF, now, therefore, be it

RESOLVED, That the Mayor is hereby authorized to execute, on behalf of the City of Hartford a Grant Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut for financial assistance authorized by Public Act 2005-228 Section 6(3) to acquire, reclaim or enhance open space for passive recreation, and be it further

RESOLVED, That this project (Pope Park Bankside Grove Community Garden USCG-23 2016) is to be managed as open space land pursuant to Section 7-131d of the Connecticut General Statutes, and be it further

RESOLVED, That the Mayor is authorized to accept such further sums as may be additionally awarded by the grantor under the same program, for the same authorized contract period, and for the same purposes, and be it further

RESOLVED, That the Mayor is authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to receive, contract and expend the above referenced grant funds, and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreement or other documents, or to take any of the aforesaid actions, and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the parties executing such documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Responsible Growth & Transit Oriented Development Grant

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the City to apply for and, if awarded, accept and expend a \$2.0 million grant from the State Office of Policy and Management (OPM) through its 2017 Responsible Growth and Transit Oriented Development (TOD) Program.

In requesting applications for the 2017 Responsible Growth and TOD Program, OPM called for proposals that would identify critical barriers to TOD and responsible growth, contain strategies for eliminating such barriers and for improving opportunities for further private investment, and propose implementable workplans. Priority is being given to applications from municipalities which have been awarded implementation grants through CTNext's Innovation Places program. CT Next has awarded funds for Phase I of the Hartford/East Hartford Innovation Places Initiative and is awaiting funding for Phase II which will promote innovation business in two Innovation District Impact Areas (Trinity College/Hartford Hospital/South Green and Downtown Hartford).

The grant will be used for development of an "Innovation Districts Complete Streets Vision Plan" which will link the two Impact Areas to each other and to Union Station. The Plan will incorporate bicycle and pedestrian facilities and will complement the citywide bike master plan being developed with a grant from the Federal Transit Administration. Once the Vision Plan is complete, grant funds will be utilized for preparation of construction plans for strategies included in the plan. Grant funds will also be used to provide capital to activate retail and other businesses in the Impact Areas. The grant does not require a match.

The program to be carried out with the Responsible Growth & TOD grant will be coordinated with and will complement other activities and projects occurring in Hartford, including the adoption of a Complete Streets Policy, the updating of the Main-John-Hudson Redevelopment Area Plan by the Hartford Redevelopment Agency and the Capital Region Development Authority, and the City's planned reconstruction of the Main/Jefferson/Retreat intersection. The City was previously awarded two grants through the Responsible Growth & TOD program: \$700,000 in 2015 for new zoning regulations and \$2 million in 2016 for Bartholomew Avenue streetscape improvements.

The deadline for submission of the grant application is June 23, 2017. The City must forward an authorizing resolution to OPM no later than July. Therefore, Council action no later than the July 10th meeting would be appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, The Connecticut Office of Policy & Management (OPM) has offered the opportunity to Connecticut municipalities to apply for up to \$2,000,000 in Responsible Growth and Transit Oriented Development (TOD) Grant funds with priority given to communities awarded the CTNext's Innovations Places grant, and

WHEREAS, CTNext has awarded a grant for implementation of the Hartford/East Hartford Innovation Places Initiative which will promote innovation business in two Impact Areas: the Trinity College/Hartford Hospital/South Green area and Downtown Hartford, and

WHEREAS, The City of Hartford proposes to apply for \$2.0 million to be used for the preparation of a "Innovation Districts Complete Streets Vision Plan" to connect the Impact Areas to each other and to Union Station, to develop construction plans for strategies included in the Plan, and to provide capital to activate retail and other business development in the Impact Areas, now, therefore, be it

RESOLVED, That the Council hereby authorizes the Mayor to apply for and accept a \$2.0 million grant through OPM's 2017 Responsible Growth and Transit Oriented Development Grant Program, for the above described project, and be it further

RESOLVED, That Mayor Luke A. Bronin, or his successor, is authorized to sign the grant application and to sign any other documents associated with administering the grant, if awarded, including, but not limited to, the final agreements and any amendments thereto, and be it further

RESOLVED, That the City of Hartford hereby agrees, in administering the grant, to comply with the terms and conditions in the final grant agreement, as executed, and

RESOLVED, That the Mayor is authorized to accept such further sums as may be additionally awarded by the grantor under the same program, for the same authorization contract period, and for the same purposes, and be it further

RESOLVED, That the Mayor is authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to receive, contract and expend the above referenced grant funds, and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or to otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreement or other documents, or to take any of the aforesaid actions, and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the parties executing such documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Council.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Parking Agreement with Rensselaer

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing a multi-year license agreement with Rensselaer Hartford Graduate Center, Inc. for the use of 70 parking spaces in the Rensselaer garage by staff of Capital Preparatory School.

The Hartford Public Schools ("HPS") operates the Capitol Preparatory Magnet School at 1304 Main Street. For the safety of the school children, the City of Hartford and HPS previously agreed to relocate the bus drop-off and pick-up area for the school children from Main Street to Winthrop Street. In so doing, however, the on-street parking spaces for the school's staff was essentially eliminated.

In order to address the parking needs of the staff, HPS secured seventy parking spaces in the nearby garage at Rensselaer Hartford Graduate Center, Inc. and a Parking License Agreement was executed for one school year, from September 1, 2016 to July 31, 2017. The Agreement is written so that it can be modified to have a multi-year term, subject to the approval of the Court of Common Council. HPS needs to secure parking for the next two years and wants to establish a fixed parking rate for the additional years.

The term of the Agreement will extend through July 31, 2019. The 70 parking spaces are available for use from 6 AM to 9 PM, Monday through Friday. The parking fee is \$70 per month per space, for a total of \$4,900 per month or \$58,800 per year. Either party may terminate the lease by giving 90 days' written notice.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Luke A. Bronin", written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, the City of Hartford executed a Parking License Agreement ("Agreement") with Rensselaer Hartford Graduate Center, Inc. on August 22, 2016 to provide seventy (70) parking spaces in its garage for use by Capital Preparatory Magnet School's staff; and

WHEREAS, the term of the Parking License Agreement is one school year, from September 1, 2016 to July 31, 2017, but the Agreement is written so that it can be modified to have a multi-year term, subject to the approval of the Hartford Court of Common Council ("Council"); and

WHEREAS, the Hartford Public Schools has expressed the need to extend the term of the Agreement in order to satisfy the parking needs of Capital Preparatory Magnet School's staff for future years and to establish a fixed parking rate for additional years;

WHEREAS, the City shall pay a monthly parking fee of \$70 per month for each of the 70 spaces, which totals \$4,900 per month and \$58,800 per year, now, therefore, be it

RESOLVED, that the Council hereby approves the Agreement as a multi-year arrangement, in accordance with the applicable provisions of the Agreement, so that, subject to other relevant provisions in the Agreement, the Agreement shall have a multi-year term that will run through July 31, 2019; and be it further

RESOLVED, that the Mayor or his designee is hereby authorized to execute and deliver any other documents and to take such other actions, upon and subject to such terms and conditions that the Mayor or his designee and the Corporation Counsel may deem appropriate and in the best interests of the City, in order to effectuate and/or further the above transaction; and be it further

RESOLVED, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor or his designee fail to execute and deliver the aforementioned agreements or other documents, or to take any of the other aforesaid actions; and be it further

RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor or his designee executing and delivering such agreements and documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor or his designee and the Corporation Counsel.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Connecticut River Flood Control Improvements

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the City to accept a grant of \$5,000,000 from the Connecticut Department of Energy and Environmental Protection (DEEP) for the design, planning, permitting and construction of improvements to the Hartford Flood Control System and to execute a contract with DEEP for the use of these grant funds.

The Hartford Flood Control System was created, by the U.S. Army Corps of Engineers (USACE), in response to the 1936 and 1938 floods, to protect the City of Hartford from Connecticut River flooding. Since being created, the Flood Control System has aged and now needs repairs and redesigns. USACE has recently rated the Flood Control System as "unacceptable" due to its increased risk of failing to meet designed protection criteria. The grant will be used to carry out improvements that will improve the safety and reliability of the System and provide functioning flood protection to the city into the future.

The Connecticut State Bond Commission approved this \$5.0 million grant on July 12, 2016. The proposed contract between DEEP and the City was received on May 19, 2017. The term of the contract is from the date of execution through December 31, 2020 and all work must be completed by that date. The grant will be used for improvements to the following components of the Flood Control System: South Meadows Dike toe drain, South Meadows Levee impervious blanket, South Meadows Dike toe ditch, Folly Brook Conduit, Park River Conduit, Amtrak rail line closure, Bulkeley Bridge under-seepage controls, and utility penetrations through the levee and flood walls.

Staff of the Department of Public Works and members of the Greater Hartford Flood Commission are available to assist you in your review of this matter. Your action on this resolution at the earliest opportunity will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "LB", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, The Hartford Flood Control System, created by the U.S. Army Corps of Engineers (USACE) after the 1936 and 1938 Connecticut River flooding, has recently been rated "unacceptable" by USACE due to its aging and its need for repairs and re-design, and

WHEREAS, The City has been awarded a grant of \$5,000,000 by the Connecticut State Bonding Commission through the Connecticut Department of Energy and Environmental Protection (DEEP) for design, planning, permitting, and construction of multiple improvements to the Flood Control System, and

WHEREAS, The grant will be used for repairs and improvements to the South Meadows dike and levee, the Folly Brook and Park River Conduits, the Amtrak rail line closure structure, Bulkeley Bridge under-seepage controls, and utility penetrations through the levee and flood walls, and

WHEREAS, It is in the best interests of the City to enter into a contract with DEEP for the use of grant funds for a term ending on December 31, 2020, which funds will be provided to the City as reimbursements for expenses, now, therefore, be it

RESOLVED, That the Hartford Court of Common Council hereby authorizes Mayor Luke A. Bronin to execute a contract with the Connecticut Department of Energy and Environmental Protection to accept \$5,000,000 for the purpose of improving the safety and reliability of the Flood Control System and provide functioning flood protection to the City of Hartford, and be it further

RESOLVED, That the Mayor is authorized to accept such further sums as may be additionally awarded by the grantor under the same program, for the same authorized contract period, and for the same purposes, and be it further

RESOLVED, That the Mayor is hereby authorized to execute any and all manner of documents, including any amendments, rescissions, and revisions thereto, to provide additional information, and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to receive, contract and expend the above referenced Connecticut Department of Energy and Environmental Protection grant funds, and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreements or other documents, or to take any of the other aforesaid actions, and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such agreements and documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

ITEM#

ON AGENDA



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: License Agreement: Sigourney/Homestead

Dear Council President Clarke:

Attached, for your consideration, is a resolution authorizing the City of Hartford to enter into a license Agreement with the Jamaica Ex-Police Association of Connecticut, Inc. ("Licensee") for the use of 319 Sigourney Street, 325 Sigourney Street, and 135-137 Homestead Avenue (collectively, the 'Property') for parking for their adjacent facility.

The Property is located at the southwest corner of the intersection of Homestead Avenue and Sigourney Street, in the Upper Albany NRZ and within the City's Sigourney-Homestead Redevelopment Project Area. The site consists of three parcels of vacant land that are enclosed with chain link fencing. The Property was most recently used as a "blue light lot" last winter providing off-street parking for residents when parking bans were in effect. To accommodate this use, the lot was re-surfaced with asphalt millings which remain at the site.

The Licensee is a civic organization which is involved in a variety of volunteer activities and serves as a place of fellowship for the local community. Their headquarters is located across the street from the Property at 126-128 Homestead Avenue. The Licensee would like to use the Property for overflow parking associated with events held at their facility.

At a Special Meeting of the Hartford Redevelopment Agency on May 24, 2017, the Agency approved the license agreement subject to Council approval. The proposed monthly license fee is \$358.66 per month and the term would be for three (3) years with two (2) one-year renewal options. The license would be terminable by either party with sixty (60) days prior written notice. Throughout the term of the license agreement, the Licensee would provide insurance at limits specified by the City's Risk Management Division, and would indemnify the City from any liability which may result from their use of the Property. The Licensee would also maintain the site and restore it back to its original condition at the end of the license agreement. The City would reserve the right to utilize the lot in the event of a snowstorm as a "blue light lot" during the winter months.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "LBronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, The City of Hartford ("City") owns three parcels of vacant land at 319 Sigourney Street, 325 Sigourney Street and 135-137 Homestead Avenue in the City's Sigourney-Homestead Redevelopment Project Area; and

WHEREAS, The Jamaica Ex-Police Association of Connecticut, Inc. ("Licensee") is a civic organization, located at 126-128 Homestead Avenue, across the street from the Property; and

WHEREAS, The Licensee is involved in a variety of volunteer activities and serves as a place of fellowship for the local community and has requested the use of the Property for overflow parking associated with events held at their facility; and

WHEREAS, The proposed monthly license fee would be \$358.66 per month and the term would be for three (3) years with two (2) one-year renewal options, terminable by either party with sixty (60) days prior written notice; and

WHEREAS, Throughout the term of the license agreement, Licensee would provide insurance at limits specified by the City's Risk Management Division, and would indemnify the City from any liability which may result from their use of the Property; and

WHEREAS, The Licensee would also maintain the site and restore it back to its original condition at the end of the license agreement; and

WHEREAS, The City would reserve the right to utilize the lot in the event of a snowstorm as a "blue light lot" during the winter months; and

WHEREAS, At a Special Meeting of the Hartford Redevelopment Agency on May 24, 2017, the Agency approved the license agreement subject to Council approval; now therefore be it

RESOLVED, That the Mayor is hereby authorized to execute the above-described license agreement and any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interest of the City in order to effectuate the above transaction, and be it further

RESOLVED, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned license agreement or other documents, or to take any of the other aforesaid actions, and be it further

RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such agreement and taking such actions



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Riddick v. City of Hartford

Dear Council President Clarke:

Attached please find a resolution authorizing the settlement of the matter of John Riddick v. City of Hartford, et al for \$82,000. I would like to request the Council to enter into Executive Session during the Council meeting on Monday, June 12, 2017 to discuss the potential resolution of this matter.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

RESOLVED, pursuant to Chapter VIII, Section 3 of the City Charter, the Court of Common Council hereby approves settlement of the John Riddick v. City of Hartford, et al matter for \$82,000.00.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Municipal Code Contract

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the City to enter into an agreement with Municipal Code Corporation, to provide codification services including supplements, online services, administrative support, and uploading services relative to the recording and publication of the official legislative actions of the Court of Common Council.

Municipal Code Corporation has been the sole provider of the services to the City for more than thirty years and the City has been satisfied with their services. The Purchasing Agent has designated the Provider as the Sole Source of the Services.

The proposed contract will be retroactive to January 1, 2017 and will have a five-year term with two options to renew for three years each. The proposed annual price includes fixed costs of \$1,450 plus a base rate per page. Staff estimates that costs will total approximately \$10,000 per year.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, As part of its duties and functions relative to the recording and publication of the official legislative actions of the Court of Common Council (the "Council") of the City of Hartford (the "City"), the City's Office of the Town and City Clerk (the "Clerk's Office") must have a capable supplier of codification services including supplements, online services, administrative support, and uploading services (collectively the "Services"); and

WHEREAS, The Municipal Code Corporation (the "Provider") has been the sole provider of the Services to the City for more than thirty years and the City has been satisfied with the Provider's provision of the Services; and

WHEREAS, The City's Purchasing Agent has designated the Provider as the Sole Source of the Services; and

WHEREAS, The Agreement ("Agreement") will be retroactive to January 1, 2017 and calls for the Provider to provide the Services to the City for a term of five years, with two options to renew at three years each, provided that there is mutual agreement to renew; and

WHEREAS, The Provider has submitted a price quotation to the City which proposes a base rate per page and annual fixed costs of \$1,450, now, therefore, be it

RESOLVED, That the Council hereby authorizes and empowers the Mayor to execute and deliver the Agreement upon and subject to such other terms and conditions as the Mayor and the City's Office of the Corporation Counsel may deem appropriate and in the best interests of the City; and be it further

RESOLVED, That the Mayor or his designee is hereby authorized and empowered to execute and deliver any other documents and to take such other actions, upon and subject to such terms and conditions as the Mayor or his designee and the Office of the Corporation Counsel may deem appropriate and in the best interests of the City, in order to effectuate and/or further the above transaction; and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor or his designee fail to execute and deliver the aforementioned agreements or other documents, or to take any of the other aforesaid actions; and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor or his designee executing and delivering such agreements and documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor or his designee and the Office of the Corporation Counsel.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Speed Enforcement Grant

Dear Council President Clarke:

Attached, for your consideration, is a resolution authorizing the Mayor to apply for and accept the Fiscal Year 2017 Major City Speed Enforcement Grant in the amount of \$20,200 from the State of Connecticut Department of Transportation, Highway Safety Office, for targeted enforcement of speed limits.

The purpose of this grant is to decrease injuries and fatalities that result from motor vehicle crashes caused by speeding. In 2016, the City of Hartford investigated 1,111 motor vehicle accidents related to excessive speed. Of these, 364 resulted in personal injury and seven included fatalities. Grant funds are to be used for enforcement of speed limits by the Hartford Police Department in target areas with high population, high traffic volumes, and roadways with low posted speed limits. Enforcement in these areas has been determined to be most likely to reduce motor vehicle accidents. Such efforts will be focused on the period between July 1 through September 5, 2017.

The \$20,200 grant will cover 75% of overtime costs dedicated to enforcement (approximately \$13,000) and will also fund the full 54.91% fringe benefit cost of approximately \$7,200. The Hartford Police Department will provide the required match of 25% of overtime costs (\$5,032).

In order to begin enforcement by the start date of the grant (July 1, 2017), I respectfully request action on the attached resolution no later than June 26, 2017.

Respectfully submitted,

A handwritten signature of Luke A. Bronin in black ink.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:

Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL

City of Hartford, June 12, 2017

WHEREAS, The State of Connecticut Department of Transportation Highway Safety Office awards Major City Speed Enforcement Grants to municipalities for enforcement activities undertaken to reduce the number of crashes, injuries and fatalities resulting from excessive speed; and

WHEREAS, The City of Hartford has been advised that it is eligible for \$20,200, through this grant program, to be used for targeted, high visibility enforcement measures between July 1 and September 5, 2017; now, therefore, be it

RESOLVED, That the Mayor is hereby authorized to apply for and accept the FY 2017 Major City Speed Enforcement Grant in the amount of \$20,200 from the State of Connecticut Department of Transportation Highway Safety Office, and be it further

RESOLVED, That the City will provide the required local match of \$5,032 through additional overtime expenditures, and be it further

RESOLVED, That the Mayor is authorized to accept such further sums as may be additionally awarded by the grantor under the same program, for the same authorized contract period, and for the same purposes, and be it further

RESOLVED, That the Mayor is authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to receive, contract and expend the above referenced grant funds, and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreement or other documents, or to take any of the aforesaid actions, and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the parties executing such documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Transfer of Funds

Dear Council President Clarke:

Attached, for your consideration, is a resolution authorizing budget transfers totaling \$4,014,000 within the Fiscal Year 2017 General Fund Budget. These transfers will be made from departments and accounts with projected unencumbered appropriation balances to the departments and accounts listed below which are expected to have over-runs in the amounts shown.

- \$14,000 - Court of Common Council,
- \$75,000 - Corporation Counsel,
- \$420,000 - Public Works Department,
- \$1,050,000 - Health and Human Services Department,
- \$635,000 - Benefits and Insurances in the Sundry Account, and
- \$1,820,000 - Debt Service in the Sundry Account.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "L. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, It is projected that the Court of Common Council, Corporation Counsel, Public Works Department, Health and Human Services Department, Benefits and Insurances account, and Debt Service account will incur expenditure overruns in Fiscal Year 2017; and

WHEREAS, In accordance with Chapter X Section 7(a) of the City of Hartford Charter, the Mayor has recommended the transfer of \$4,014,000 within the General fund to cover these projected overruns; and

WHEREAS, Funds are projected to be available in the unencumbered appropriation balances in the Fiscal Year 2017 General Fund Budget, in the Mayor's Office, Office of the Chief Operating Officer, Communications Office, Finance Department, Human Resources Department, Office of Management, Budget & Grants, Families, Children, Youth & Recreation Department, Fire Department, Police Department, Department of Development Services, and other General Fund departments for transfer to the departments noted above; now, therefore, be it

RESOLVED, That the Mayor is hereby authorized to make the following transfers in the FY 2017 General Fund Budget:

- Transfer \$4,014,000 from Mayor, Chief Operating Officer, Communications, Finance, Human Resources, Management, Budget & Grants, Families, Children, Youth & Recreation, Fire, Police, Development Services, and any other General Fund Departmental appropriations with available unencumbered appropriation balances, and
- Transfer \$14,000 to Court of Common Council,
- Transfer \$75,000 to Corporation Counsel,
- Transfer \$420,000 to Public Works Department,
- Transfer \$1,050,000 to Health and Human Services Department,
- Transfer \$635,000 to Benefits and Insurances in the Sundry Account, and
- Transfer \$1,820,000 to Debt Service in the Sundry Account.



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Constitution Plaza Lease Amendment

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing an amendment to the City of Hartford' lease of space in 250 and 260 Constitution Plaza.

The City of Hartford currently leases space on several floors of 250 and 260 Constitution Plaza for use by various City departments, the Hartford Probate Court and the Treasurer's office. The office lease expires on June 30, 2017. The City and the landlord have negotiated a lease extension which will reduce the City's amount of rented space and will result in monetary savings for the City over the term of the lease. The attached resolution sets forth the material terms of the lease extension and authorizes an amendment to the existing lease for these purposes.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, the City of Hartford ("City") is currently occupying certain space on the 1st Floor of 260 Constitution Plaza for use by Metro Hartford Innovation Services, Internal Audit, and Licenses and Inspections Division and the lower level, 2nd, 3rd and 4th Floors of 250 Constitution Plaza for use by Metro Hartford Innovation Services, the Probate Court, Office of the Treasurer and Department of Development Services (Housing, Economic Development and Planning Divisions) for a total rented space of 80,346.00 square feet; and

WHEREAS, the City occupies the space at Constitution Plaza pursuant to a certain Office Lease between the City as tenant and Connecticut Constitution Associates, LLC as landlord, dated December 18, 2001; and

WHEREAS, the term of the Office Lease expires on June 30, 2017 and the City is interested in remaining at the leased premises; and

WHEREAS, the City and the landlord have negotiated an amendment to the Office Lease upon the following terms and conditions:

1. City will reduce its rentable square footage in the buildings from 80,346 rentable square feet to 52,560 rentable square feet; and
2. The base rent will be reduced to \$19.00 per square foot and will increase by \$.50 per year during the new term of the lease; and
3. During the first year of the lease term, the real estate taxes and operating expenses will be included in the rent, but the City will be responsible for its pro rata share of the real estate taxes and operating expenses to the extent the expenses increase after the first year; and
4. Landlord will provide eight months of free rent and, in lieu of additional free rent, Landlord will make five annual payments to the Business Improvement District each in the amount of \$49,932.00; and
5. The lease term is extended for eleven years commencing July 1, 2017, subject to the City's right to terminate the lease any time after the 68th month of the lease, provided the City reimburses the Landlord for the unamortized transaction costs plus six months of rent; and
6. City has the option to renew the lease for two (2) five (5) year options upon twelve month's prior written notice to Landlord and the renewal rent shall be the then prevailing fair market rental value; and

7. Landlord shall provide parking in the Constitution Plaza garage at the rate of \$150 per month per vehicle for every 1,000 of rental square feet of space or for \$140 per month per vehicle provided the City enters into a parking agreement for a term certain; now, therefore, be it

RESOLVED, that the Mayor is hereby authorized to enter into and execute an amendment to the lease for the purposes set forth above, upon and subject to the above terms and conditions and such other terms and conditions that the Mayor and the Corporation Counsel may deem appropriate and in the best interests of the City; and be it further

RESOLVED, that the Mayor is hereby further authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to effectuate the above transaction; and be it further

RESOLVED, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned lease, or to take any of the other aforesaid actions; and be it further

RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such lease and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

ITEM # 13 ON AGENDA

Court of Common Council

CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103



June 12, 2017

Honorable Thomas J. Clark II, Council President and City Council Members
550 Main Street room 208
Hartford, Connecticut 06103

COMMUNICATION

Dear Council President and City Council Members:

The Health and Human Services Committee held its regularly scheduled committee meeting on Monday, June 5, 2017 at 5:30 pm in the Council Chambers. The following were present:

Health and Human Services Committee Chair Larry Deutsch, Faith Palmer Mayor's office, Demar Osbourne Corporation Council, Kim Oliver Director of Family, Children Youth and Recreation, Cheryl Ziener Commission on Disabilities and Angela Harris Greater Hartford Harm Reduction Coalition.

Item for discussion:

Updates: FCY&R

Director Oliver has agreed to give updates on recreation activities at next month's H&HS committee. She did however add that the pool hours would resume normal scheduling (closing at 8:00 pm) due to the request of citizens of Hartford.

Referred items

1. Resolution calling on behalf of the Court of Common Council and the residents of the City of Hartford that the U.S. Administration adheres to the rights and freedoms afforded every American

and those who would seek refuge by crossing our borders to escape from harm. (COUNCILWOMAN WINCH) (MINORITY LEADER BERMUDEZ item #16) (4-24-2017)

The item was already voted upon by Council

2. Resolution urging the Mayor, Superintendent of Schools and the City's department of Family, Youth, Children, and recreation to reach out to non-profits organization for the assistance in counseling of our most precious human resources that has been plagued with a rash of street violence; our children. (COUNCILWOMAN WINCH) (ITEM #15 ON AGENDA 4-25-2017)

Due to lack of quorum the item was discharged from committee.

3. MAYOR BRONIN, with accompanying resolution authorizing to apply for and accept a grant from the Department of Mental Health and Addiction Services (DMHAS) under the Local Prevention Council Grant Program. (agenda item #4) (3-27-2017)

Due to lack of quorum the item was discharged from committee.

4. Disability Issues Appointment. Confirmation of the Mayor's appointment of Cheryl Zeiner to the Commission on Disability Issues. (Bronin) (agenda item#2) (4-10-2017)

Ms. Ziener spoke about her advocacy experience and years with the Bureau of Rehabilitative Services and is looking forward to working with commission on various projects. Due to lack of quorum the item was discharged from committee.

Meeting was then adjourned.

Respectfully submitted by

A handwritten signature in cursive script, appearing to read 'Larry Deutsch', followed by a stylized monogram or initials.

Larry Deutsch

Chairman of Health and Human Services Committee

Court of Common Council

ON AGENDA

CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103



Thomas J. Clarke II, Council President
Julio A. Concepción, Majority Leader
John Q. Gale, Assistant Majority Leader
Wildaliz Bermúdez, Minority Leader

John V. Bazzano, Town and City Clerk

Larry Deutsch, Councilman
Cynthia R. Jennings, Councilwoman
James Sánchez, Councilman
Glendowlyn L. H. Thames, Councilwoman
rJo Winch, Councilwoman

Report

May 22, 2017

Honorable Thomas J. Clarke II, Council President &
Members of the Court of Common Council
City of Hartford
550 Main Street Room 208
Hartford, CT. 06103

Dear Council President Clarke II and Members of the Council:

The Operations, Management, Budget, and Government Accountability Committee held a meeting on May 15, 2017 at 5:30pm in the Council Chambers to discuss the following referred item as reflected on the committee agenda.

Item #5

Communication from Mayor Bronin, with accompanying resolution concerning the authorization to enter into an agreement with the Materials Innovation and Recycling Authority (MIRA) to provide for the disposal of the City's solid waste and recycling stream.

The following were present: Committee Chairwoman Glendowlyn L. H. Thames, committee members President Thomas J. Clarke II, Majority Leader Julio Concepción, Councilwoman Cynthia Jennings, Councilman Sánchez, non-committee council members, Councilman Larry Deutsch.

Also present were, Bonnie Malley, Chief Operating Officer, Darrell Hill, Chief Financial Officer and Director of Finance, H. Patrick Campbell, Chief Auditor, Debra Carabillo, Acting Human Resource Director and other concerned citizens.

Bonnie Malley, Chief Operating Officer, explained the resolution authorizing the City of Hartford to enter into a ten-year agreement (July 1, 2017 to July 2027) with Materials Innovation and Recycling Authority (MIRA) for the disposal of the City's residential and municipal solid waste and recycling stream. In addition, Ms. Malley explained that the current agreement will expire on June 30, 2017.

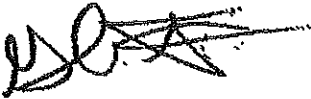
Accordingly, Ms. Malley shared that MIRA was the only bid to respond to the RFP. In addition, she stated that the City Administration has analyzed options presented by MIRA and will continue conversations with MIRA in an effort to finalize an agreement and negotiate terms related to the lease length and tipping fee.

A discussion ensued amongst the committee members and a motion was made by Majority Leader Julio Concepción and seconded by Council President Thomas J. Clarke II to send this item to full Council with no recommendation.

Vote Taken: (3-2-1 Absent- Pass)

Chairwoman Thames: Yes
Councilwoman Bermudez: Absent
Councilman Clarke: Yes
Councilman Concepción: Yes
Councilwoman Jennings: No
Councilman Sánchez: No

Respectfully Submitted,



Glendowlyn L. H. Thames
Chairwoman of Operations, Management, Budget and Government Accountability Committee



Luke A. Bronin
Mayor

April 10, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: MIRA Contract

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the City of Hartford to enter into an agreement with the Materials Innovation and Recycling Authority ("MIRA") to provide for the disposal of the City's solid waste and recycling stream.

The current agreement for disposal of residential and municipal waste and recycling services between the City and MIRA (formerly known as the Connecticut Resources Recovery Authority), expires on June 30, 2017. Pursuant to State Statute and City ordinance, Hartford is a member of the Central Connecticut Solid Waste Authority ("CCSWA"). CCSWA carried out a competitive procurement process for waste disposal and recycling services for member towns Hartford, Cromwell, Enfield, Manchester, Simsbury and South Windsor, by issuing two requests for proposals (the "RFPs"); MIRA was the only respondent to both RFPs. MIRA offered five options to the member towns.

An analysis of the Hartford's waste disposal and recycling service needs was conducted. Each of MIRA's agreement options was considered in light of the City's needs and other factors, such as existing host community agreements, operational impacts, and future regional initiatives. The City Administration recommends a ten-year agreement (July 1, 2017 through June 30, 2027) which includes no minimum tonnage commitment or tonnage cap, a \$5 per ton rebate for recycling, if the MIRA Board approves such a rebate, and an opt-out provision if the disposal fee set annually by the MIRA Board exceeds the fee included in the proposal. The fee included in the proposal was \$64 per ton. At their meeting of February 23, 2017, however, the MIRA Board adopted a fee of \$68 per ton for the period July 1, 2017 through June 30, 2018.

Staff of the Department of Public Works is available to discuss this matter with you.

Respectfully submitted,

A handwritten signature in dark ink, appearing to be "L. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, April 10, 2017

WHEREAS, The current agreement for disposal of residential and municipal waste and recycling services between the City of Hartford (the "City") and the Materials Innovation and Recycling Authority ("MIRA"), expires June 30, 2017; and

WHEREAS, Pursuant to State statute and City ordinance, the City is a member of the Central Connecticut Solid Waste Authority ("CCSWA") along with the towns of Cromwell, Enfield, Manchester, Simsbury, and South Windsor; and

WHEREAS, In order to secure the best pricing, terms, and services, CCSWA carried out a competitive procurement process for waste disposal and recycling services for member towns by issuing two requests for proposals (the "RFPs"); and

WHEREAS, MIRA was the only respondent to the RFPs and provided several options for municipalities to select from; and

WHEREAS, The City Administration has analyzed the options presented by MIRA considering the City's needs and other variables, such as existing host community agreements, operational impacts, and future regional initiatives, and has recommended a ten-year agreement with a first-year disposal fee of \$68 per ton of waste and the option for a recycling rebate if offered by MIRA; now, therefore, be it

RESOLVED, That the Mayor is hereby authorized to enter into a ten-year Agreement with MIRA for waste and recycling services for the period July 1, 2017 through June 30, 2027; and be it further

RESOLVED, That the Hartford Court of Common Council hereby empowers and authorizes the Mayor to execute and deliver the Agreement and any amendments thereto upon and subject to such other terms and conditions that the Mayor and the City's Office of the Corporation Counsel may deem appropriate and in the best interests of the City; and be it further

RESOLVED, That the Mayor or his designee is hereby empowered and authorized to execute and deliver any and all manner of other documents and to take such other actions as he and the Office of the Corporation Counsel may deem appropriate and in the best interests of the City in order to effectuate and/or further the above transaction; and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor or his designee fail to execute and deliver the aforementioned Agreement or other documents, or to take any of the aforesaid actions; and be it further

RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor or his designee executing and delivering such Agreement and documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor or his designee and the Office of the Corporation Counsel.

Introduced by: Council President Thomas J. Clarke II

HEADING
AND
PURPOSE

SUBSTITUTE

AN ORDINANCE CREATING A REGISTRY OF OWNERS OF RESIDENTIAL RENTAL PROPERTY AMENDING CHAPTER 18, SECTION 150 OF THE HARTFORD MUNICIPAL CODE

COURT OF COMMON COUNCIL,
CITY OF HARTFORD

November 14, 2016

Be It Ordained by the Court of Common Council of the City of Hartford:

That Chapter 18, Section 150, of the Municipal Code of the City of Hartford be amended as follows:

18-150. Registration of owners of residential rental property.

(a) Purpose. The City of Hartford is committed to protecting the safety, health and welfare of its residents, to eliminating housing deterioration and blight, and to protecting the public from unsafe structures. To that end, the City has adopted ordinances and has performed regulation, inspections and code enforcement concerning the operation and condition of property within its borders. This ordinance requires registrations and disclosure of contacts the City may use to observe due process in notifying owners of conditions on their property. The City will use the registration in the enforcement of housing, building and fire safety codes, for regular or emergency enforcement action and in the interest of public safety in securing or demolishing buildings or relocating people.

(b) Definitions.

For purposes of this ordinance, "Owner" shall mean any natural person who is the record owner of the property, or if the property is owned by a business entity, "Owner" shall mean an officer, manager or member of such entity, and in the case of a trust, a trustee.

For purposes of this ordinance, "contact information" shall include the name, email address, telephone numbers, business and residential address.

18-151. Registration.

(a) Registration required. It shall be unlawful for owners of certain residential rental property located within the City of Hartford to rent such property without registering with the Division of

Licenses and Inspection. Upon adoption of this ordinance the Division of Licenses and Inspections shall notify Owners of the requirements of this ordinance. Failure to receive such notice shall not waive its requirements. Owners shall register using such forms as are provided by the Division of Licenses and Inspections, within sixty days from the effective date of this ordinance. Violation shall be subject to the penalties set out in Section 1-4 of the Municipal Code.

(b) Exempt Owners. The Housing Authority of the City, owners of properties with fewer than three units, and owners of licensed rooming houses, hotels, motels, condominiums, elderly housing, and student dormitories, shall be exempt from the requirements of this ordinance.

(c) Fees. Owners shall pay a fee upon registration. The fee for initial registration upon adoption of this ordinance, or upon a change of ownership, shall be fifty dollars for up to five residential rental units existing at the rental property, plus twenty dollars for every additional unit. After the initial fee in the first year of registration for a particular owner, the annual renewal fee for that owner shall be twenty dollars for the first five units plus twenty dollars for each additional unit. The fees shall apply whether or not the units are occupied.

(d) Term and renewal. Registrations made after the effective date of this ordinance and prior to June 30, 2017 shall expire on June 30, 2018. Thereafter, registrations shall be effective for one year, beginning on July 1, 2018 and expiring on June 30 of each year. Registrations must be renewed annually.

Registrations shall not be transferable. Upon a change of ownership, the new owner shall register within thirty days after taking title to the property.

18-152. Required information. The registration shall require the following information:

- (a) The property address and tax assessor's parcel identification number for the property.
- (b) The number of rental units on the property.
- (c) Owner's name and mailing address.
- (d) Owner's contact information, which shall include residential and business mailing address, telephone number and email address. If the owner is not a natural person, the Owner shall provide the same contact information for each officer, member or manager of any business entity, or in the case of a trust, the contact information for each trustee.
- (e) The contact information of a responsible adult residing in Connecticut, or a company doing business in Connecticut, who or which is and shall be responsible for the care, management and maintenance of the property and is authorized to accept legal process and notices on behalf of the owner if the owner resides or has its principal place of business outside of Connecticut.
- (f) The name and contact information of any person holding a mortgage on the property.
- (g) The name and contact information of the Owner's insurer of the property. The Owner must notify the City in the event of a change or cancellation of insurance on the property.
- (h) The registration form shall be signed by the owner, who shall certify that all the information offered in the registration is true and correct to the best of his or her knowledge and belief, so that any willfully false statement will be subject to penalty under the law for the making of a false statement.

- (i) Proof of insurance including the name of the insurance company, address, business telephone number of the insurance provider along with a copy of the insurance policy,

along with proof of the insurance coverage amount for both liability and fire, that covers at a minimum the value of the property.

This ordinance shall take effect upon adoption.

ITEM # 8 ON AGENDA

Introduced by:

INTRODUCED BY:

COURT OF COMMON COUNCIL

Council President Thomas J. Clarke II

City of Hartford, March 27, 2017

HEADING
AND
PURPOSE

Section 4-5. This section shall apply to all establishments that sell alcoholic beverages, including bars, nightclubs, and lounges, but not restaurants that do not have separate bar service. After 6 p.m. until closing time, a owners and operators of all such establishments shall cause trained security staff to use electronic identification scanners at all entrances to detect false identification and prevent entry by underage customers. The purpose of this section is to protect minors by helping to prevent sale of alcohol to minors carrying false identification.

This ordinance shall take effect upon adoption.

REPLACEMENT

Introduced by: Councilman Larry Deutsch

HEADING
AND
PURPOSE

**AN ORDINANCE AMENDING SECTION 17-55—17-80. TO ESTABLISH
FACILITY LICENSES, REQUIREMENTS AND PROCEDURES FOR BARBERSHOPS AND
NAIL SALONS**

COURT OF COMMON COUNCIL,
CITY OF HARTFORD

March 27, 2017

Be It Ordained by the Court of Common Council of the City of Hartford:

Sec. 17-55. Purpose

The purpose of this chapter is to safeguard the health and well-being of persons who work in or patronize nail salons, barbershops, and hairdressing and cosmetology shops in Hartford through a system of licensing, regulation and inspection and to protect the public health in general.

Sec. 17-56. Definitions

- (a) "Barbering" - includes the following described practices when performed by a barber or master barber licensed in the State of Connecticut, upon the head, face, scalp or neck for cosmetic purposes only:
- (1) The cutting, trimming, or shaving of the hair.
 - (2) Singeing, shampooing, dyeing, coloring or styling of the hair.
 - (3) The application of cosmetic preparations, hair tonics, antiseptics, powders, oils, clays, creams or lotions.
 - (4) Giving facial and scalp massage or the application of oils, creams, lotions or other preparations, either by hand or mechanical appliances.
 - (5) Shaving or trimming the beard.

- (b) "Barbershop" - any establishment engaged in the practice of barbering for the public.
- (c) "Hairdressing and Cosmetology" - includes the following described practices performed by a licensed hairdresser/cosmetician in the State of Connecticut upon the head, face, scalp, arms, hands, body, legs and feet for cosmetic purposes only:
- (1) Treating the scalp, face, neck and arms by massaging, cleansing, exercising, stimulating or manipulating, with the hands, mechanical appliances, or water.
 - (2) Application of cosmetics, preparations, antiseptics, tonics, lotions, creams, powders, oils, clays, sprays, or any product pertaining to the skin, including tanning spray.
 - (3) Manicuring fingernails of the hand for cosmetic purposes only.
Pedicures involving trimming, filing and painting the healthy toenails of the feet, excluding cutting nail beds, corns, calluses, or other medical treatment involving the foot or ankle.
 - (4) Removing hair from, or destroying hair on any part of the body by using an electric needle only.
 - (5) Dressing, arranging, curling, waving, weaving, cutting, singeing, bleaching and coloring hair.
- (d) "Director of Health" - the Director of Health of the City of Hartford, or his/her duly authorized representative.
- (e) "Disinfect" - to use a chemical or physical process to destroy harmful organisms, including bacteria, viruses, germs, and fungi.
- (f) "Hairdressing or Cosmetology Shop" - any establishment engaged in the practice of hairdressing, cosmetology, or barbering for the public.
- (g) "Independent Contractor" - a person who works in an independent trade, business, or profession in which they offer their services to the public. They are generally not employees of the company and perform services for another person under an expressed or implied agreement.
- (h) "Multi-Use Tool" - an item constructed of hard materials with smooth nonporous surfaces such as metal, glass, or plastic that can be effectively cleaned and disinfected for uses on more than one client. The term includes but is not limited to such items as clippers, scissors, combs, nippers, manicure bowls, and some nail files.
- (i) "Nail Salon" - an indoor establishment or kiosk that offers, provides, permits or allocates space for the manicuring of healthy finger nails and pedicuring of healthy toe nails or enlists the use of chemicals which include but is not limited to resins, plasticizers, solvents, pigments,

creams, emollients, adhesives, paints or compressed air brush equipment for the purpose of treating, painting, repairing, and enhancing of the human finger nails and toe nails.

(j) "Nail Technician" - a person, who works at a nail salon as defined herein, who cuts, shapes, polishes or enhances the appearance of the healthy nails of the hands and feet, including but not limited to, the application and removal of sculptured or artificial nails.

(k) "Inspection Report" – Hartford Department of Health and Human Services report prepared and issued by the authorized agent after conducting an inspection of a barbershop or salon to determine compliance with all applicable federal, state, and local statutes, order, ordinances, quarantines, rules, regulations or directives relating to the public health.

(l) "Operator" –any person, including, but not limited to, a licensed, hairdresser/cosmetician or barber, or unlicensed person who is performing tasks allowed under the scope of this Code and the Public Health Code of the State of Connecticut.

(m) "Single Use Tool" – a non-metal and/or porous item that is made or constructed of cloth, wood, sponge, pumice stone or other absorbent materials having rough surfaces which cannot be effectively cleaned and disinfected.

(n) "Salon" –any shop, store, day spa or other commercial establishment at which the practice of barbering, hairdressing and cosmetology, or the services of a nail technician, or any combination thereof, is offered and provided.

(o) "Sanitize" - effective antibacterial treatment by a process that provides sufficient concentration of chemicals for enough time to reduce the bacteria count including pathogens to a safe level on equipment.

Sec. 17-57. Establishment License Required

(a) As of January 1, 2018, no person, firm, or corporation shall operate a barbershop or salon that does not have a valid license issued by the Director of Health. Only a barbershop or salon that complies with the requirements of this section and the Public Health Code of the State of Connecticut shall be entitled to receive or retain such license. Licenses are not transferable and shall be renewed annually. A valid license shall be posted in a conspicuous public location, visible to patrons of the establishment.

(b) The provisions of this section shall apply to every barbershop and salon, in the City, that is engaged in the practice of barbering, hairdressing and cosmetology, or that provides the services of a nail technician, or any combination thereof.

(c) The Director of Health shall have the authority to adopt regulations for the purposes of licensing, inspecting and maintaining oversight of barbershops and salons pursuant to the provisions of this Code and the State of Connecticut General Statutes.

(d) A copy of all regulations governing the licensing, inspecting and oversight of barbershops and salons, adopted by the Director of Health, shall be provided free of charge, to all applicants seeking a license for a barbershop or salon at the time the application is made.

Sec. 17-58. Application and Issuance of Establishment License

- (a) Any person desiring to operate a barbershop or salon shall make written application for a license on forms provided by the Director of Health. Such application shall be submitted prior to the start of construction, remodeling, converting, or taking ownership of a new barbershop or salon. A plan review will be required as part of the license application process.
1. Prior to any change of ownership, and prior to opening a new barbershop or salon, a plan review application must be completed and the appropriate application fee paid.
 2. No barbershop or salon having a permanent location shall be relocated, constructed, remodeled or extensively altered, nor shall a structure be converted to use as a barbershop, salon, hairdressing and/or cosmetology shop, or tanning salon, except in accordance with plans and specifications approved by the Hartford Department of Health and Human Services.
 3. Two (2) sets of properly prepared plans drawn to a scale of not less than 1/4": 1', and equipment specifications for such construction, remodeling or alteration shall be submitted to the Director of Health, or authorized agent, for review and approval before relocation, construction, remodeling, alteration, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement and construction materials of work areas and the type and model of proposed fixed equipment, flooring material, and facilities. The plans and specifications shall be submitted, along with a completed plan review application to the Director of Health. The Director of Health shall approve the plans and equipment specifications if they meet the requirements of this Code and the Public Health Code of the State of Connecticut.
 4. Applicants shall additionally submit, to the Director of Health, in writing, cleaning procedures describing the process by which too are to be cleaned, disinfected, and sanitized. Demonstration of these procedures is required prior to receiving a license.
 5. Prior to the barbershop or salon opening, the Director of Health, or authorized agent, shall conduct a pre-operational inspection to determine compliance with the approved plans and specifications and with the requirements of this Code and the Public Health Code of the State of Connecticut.
 6. The owner/operator must also obtain a Certificate of Occupancy (CO) from the Hartford Development Services Division of Licenses and Inspections, if applicable. The Director of Health shall issue a license upon receipt of the CO, and a completed application and submission of the appropriate fee.
 7. Until 1 year after the effective date of the rules promulgated under this Section of the Hartford Municipal Code, the City of Hartford Department of Health and Human Services shall issue a license to an applicant barbershop or salon that presents:

- a. Evidence that the establishment was operating as a barbershop or salon prior to January 1, 2018; and
 - b. Evidence that the establishment's employees are in compliance with all state and local personal licensing requirements; and
 - c. Floorplans of the establishment indicating the operation's layout and arrangement of work areas; and
 - d. Evidence that the establishment is in compliance with all state and local tax requirements; and
 - e. A valid Certificate of Occupancy from the Division of Licenses and Inspections, if applicable; and
8. License and application payments in accordance with Section 17-67.

(a) All licenses shall expire on December 31 of each year, unless otherwise indicated, and may be renewed for another year upon application and payment of an annual fee, provided that the barbershop or salon is in compliance with this Code, the Public Health Code of the State of Connecticut, and all other applicable municipal ordinances.

(b) In the case of a transfer of ownership of an existing barbershop or salon to a new owner, the establishment shall be brought into compliance with this Code, the Public Health Code of the State of Connecticut, and all other municipal ordinances by correcting all violations before a license to operate can be issued, unless with specific application for time-limited waiver. The license is not transferable from one owner to another. All new owners shall apply for and maintain a current license.

(c) Licensed operators in a barbershop or salon shop shall maintain and display an appropriate current license or registration from the State of Connecticut.

(d) A temporary license to operate a barbershop or salon may be granted for a period not to exceed fourteen (14) consecutive calendar days. A temporary license would be required for conducting a public demonstration, a fund-raising event or a public convention.

Sec. 17-59. Inspection and Right of Entry

(a) The Director of Health and his authorized agents are authorized, after proper identification, to enter at any reasonable time any barbershop or salon for the purpose of making inspections, as deemed necessary by the Director of Health or his authorized agent, to determine compliance with this Code, the Public Health Code of the State of Connecticut, and any other applicable codes, regulations or statutes.

(b) Assistance by police: The City of Hartford Police Department shall assist the Director of Health, when required to do so by statute or ordinance, in the performance of the duties prescribed herein. The City of Hartford Police Department shall report to the Director of Health or his authorized agent, any violation of this article or of the general statutes in respect to the operation or maintaining of any barbershop or salon within the City.

Sec. 17-60. License Suspensions

- (a) The Director of Health may suspend any license to operate a barbershop or salon if the license holder does not comply with the requirements of this Code, the Public Health Code of the State of Connecticut, or any applicable municipal ordinance.
- (b) In the event that the Director of Health, or authorized agent, finds conditions not in compliance with the requirements of this ordinance in the operation of a barbershop or salon, or if a violation or set of violations appears on more than one (1) consecutive inspection report, the Director of Health may immediately issue an Order to Correct to the license holder or person in charge, as well as the renter (if applicable), citing such conditions, specifying the corrective action to be taken and time frame within which action shall be taken. If correction is not made in the allotted time, the license may be suspended or revoked.

In the event that the license is suspended or revoked, one (1) copy of the order to cease barbershop or salon operations shall be posted by the owner upon the inner surface of the window of the front entrance door of the barbershop or salon or upon the nearest window thereto in such a manner as to be clearly visible to the general public from the exterior of such barbershop or salon. Said order to cease operations shall not be defaced or removed by any person except the Director of Health, or his/her authorized agent.

- (c) The Director of Health may suspend, without warning, prior notice or hearing, any license to operate a barbershop or salon:
- (1) if the operation constitutes an imminent hazard to public health, (as defined in section (D) below or
 - (2) if the owner, operator or person in charge has interfered with the performance of the Director of Health's duties, or
 - (3) if an unlicensed individual is performing procedures, including but not limited to haircutting and hairstyling, requiring licensure by the State of Connecticut.
- (d) An imminent health hazard shall include, but is not limited to, any one of the following:
- (1) an ongoing outbreak of an infectious, pathogenic or toxic agent capable of being transmitted to clients; or
 - (2) the absence of an approved sanitizer/disinfectant or evidence that sanitizer/ disinfectant is not being used properly to thoroughly clean implements and equipment after each client; or
 - (3) the absence of potable water, supplied under pressure, in a quantity which, in the opinion of the Director of Health, is capable of meeting the needs of the facility; or

- (4) the absence of adequate hot water supply (water to be maintained at 110° F); or
 - (5) a sewage backup into the facility; or
 - (6) a nuisance condition deemed imminent by the Director of Health and Human Services; or
 - (7) operating without a valid license issued by the City of Hartford Department of Health and Human Services.
- (e) Suspension shall be effective immediately upon documentation of imminent public health hazard and/or interference with the Director of Health's duties per items (c) and (d) of this section. A written order to cease and desist to the license holder of the facility from the Director of Health will follow within 24 hours. When a license is suspended, all barbering and cosmetology operations within the establishment shall cease immediately and shall not resume until written approval to resume has been issued by the Director of Health. The Director of Health, or authorized agent, shall remove a suspended license from the premises.
- (f) When a license is suspended, the holder of a license, or the person in charge, shall be notified in writing of the suspension, and an opportunity for a hearing will be provided if a written request for a hearing is filed with the Director of Health by the holder of the license within seventy-two (72) hours of notification. The Director of Health may end the suspension at any time by giving written notice to the license holder if reasons for suspension no longer exist.

Sec. 17-61. Service of Notice

Written notices and orders provided for in this code shall be deemed to have been properly served when a copy of the notice or order has been delivered personally or sent by certified mail, return receipt requested, to the owner, license holder or person in charge of the barbershop or salon. A copy of any such notice or order shall be filed in the records of the Director of Health.

Sec. 17-62. License Non-Renewal

- (a) The Director of Health, after providing an opportunity for a hearing, may refuse to renew the license of any establishment for serious or repeated violations of any of the provisions of this Code, or for interference with the Director of Health in the performance of official duties, or for cases where the license to operate has been obtained through nondisclosure, misrepresentation or intentional misstatement of a material fact.
- (b) Prior to non-renewal, the Director of Health shall notify the license holder, or person in charge, of the specific reason(s) for such non-renewal. The license shall be revoked at the end of ten (10) calendar days following the service of such notice, unless a written request for a hearing is filed with the Director of Health within seventy-two (72) hours of such notice. If no request for a hearing is filed within seventy-two (72) hours of receipt of such notice, the non-renewal becomes final.

Sec. 17-63. License Reinstatements

(a) Post-Suspension Period

Whenever a license has been suspended, the holder of the suspended license may request a hearing with the Director of Health for permit reinstatement. Within five (5) working days following the receipt of a written request, including a statement signed by the applicant that, in his opinion, the conditions causing the suspension have been corrected, the Director of Health, or his/her authorized agent, shall make a re-inspection. If the Director of Health, or authorized agent determines that the applicant has complied with the requirements of this Code and the Public Health Code of the State of Connecticut, the license shall be reinstated and returned to the license holder.

(b) Post Non-Renewal Period

After a period of sixty (60) calendar days from the date of refusal to renew, a written application may be made for the issuance of a new license. This application will be treated as a new application. All appropriate procedures, fees and inspections will be required, including a plan review.

Sec. 17-64. Hearings

The Director of Health shall conduct the hearings provided for in this chapter at a designated place and time. The Director of Health shall make a final finding based upon the complete hearing record, and shall sustain, modify or rescind any notice or order considered in the hearing. The Director of Health shall furnish a copy of the written report of the hearing decision to the license holder within ten (10) calendar days of the hearing date.

Sec. 17-65. Appeals

The owner or operator of a barbershop or salon aggrieved by a written notice or order may, within seventy-two (72) business hours after the receipt of such notice and/or order, appeal to the Director of Health who shall thereupon immediately examine the merits of such case and may vacate, modify or affirm such written notice or order. The owner or operator of a barbershop or salon who is aggrieved by such action of the Director of Health may, no later than three business days after the date of receipt of such notice or order appeal to the State of Connecticut Commissioner of Health who shall thereupon immediately notify the authority from whose order the appeal was taken and examine the merits of such case and may vacate, modify or affirm such action in accordance with the Connecticut General Statutes.

Sec. 17-67. Licenses

(a) Classification. For purposes of this article, the following classifications for annual licenses of barbershops and salons shall be applied:

- (1) Class 1. Barbershops and Salons with between one and three workstations.
- (2) Class 2. Barbershops and Salons with four or more workstations.

(b) Fees. As of January 1, 2018, the following annual fees shall be collected by the department of health for each license or renewal issued for barbershops and salons:

(1) Class 1: \$150

(2) Class 2: \$200

The above fees may be prorated on a quarterly basis.

Plan Review:

Class 1 and 2: \$100

Lost or replacement of the original barbershop and salon license fee: \$25

Return check fee: \$50

(c) Other fees:

Late fees for lapsed licenses for barbershops and salons shall be one hundred dollars (\$100) initially and two hundred dollars (\$200) each month or portion of a month in arrears thereafter.

Re-inspection fee, as provided for in this article, shall be one hundred dollars (\$100).

(d) Penalties

Any person who violates any of the provisions of this section and/or the Public Health Code of the State of Connecticut may be cited for an infraction of not more than one hundred dollars (\$100). Each day of the violation thereof shall be deemed a separate offense, applied to any person who operates a salon/ barbershop establishment:

(1) Without a valid salon license, and/or

(2) While his establishment is tax delinquent, and/or

(3) While failing to remedy a previously cited violation by the time specified, shall be subject to a fine of not more than one hundred dollars (\$100). Each day the violation continues shall constitute a separate offense.

If criminal prosecution is the result of noncompliance of any of the provisions of this section, the defendant shall be subject to the City of Hartford costs, together with reasonable attorney's fees as allowable by law.

Sec. 17-68. Independent Contractors

Any barbershop or salon owner contracting out a chair "work station," or floor space shall state such on the permit application form and:

(1) The contractor must comply with all regulations set forth in this Code as well as the Public Health Code of the State of Connecticut.

(2) The shop owner will ensure that the contractor safely performs his/her duties within their scope of practice.

Sec. 17-69. Annual Inspections

At least once a year, the Director of Health, or authorized agent, shall inspect each barbershop or salon and shall make as many additional inspections as are necessary for the enforcement of this Code and the Public Health Code of the State of Connecticut.

Sec. 17-70. Equipment and facilities

a. Water supply. An adequate supply of hot and cold water from a municipal or approved private source shall be provided for service for customers, cleanliness of employees and for washing floors, walls, ceiling and equipment.

b. Waste disposal. Wastewater from all plumbing fixtures shall be discharged into municipal sewers where available. Otherwise, suitable facilities shall be installed for the absorption of the wastes by the soil in underground systems in accordance with provisions of the Public Health Code of the State of Connecticut and the Code of Ordinances of the City of Hartford.

c. Plumbing fixtures.

1. Plumbing fixtures shall be of impervious material and of a type which is readily cleanable. They shall be free from cracks and from parts which are not readily accessible for cleaning. They shall be of a type which does not constitute a hazard to a public water supply through back siphonage.
2. There shall be one (1) wash bowl for each shampoo chair and three (3) operators.
3. Shampoo bowls shall be used for barbering, hairdressing and cosmetology work only.
4. A utility sink shall be provided for proper cleansing of instruments.

d. Floors. Floors shall be nonporous and of such construction as to be easily cleaned. Floors where tinting or shampooing is done or where chemicals for bleaching hair are used shall have hard and washable surfaces. Floors shall be kept clean and in good repair. If carpeting or similar material is used for floor covering, it shall be of a light color with a single loop pile of not more than one-fourth (1/4) inch in height. Such floor covering shall be kept clean by vacuuming at least daily and shampooing at least once annually and more frequently if the covering is not clean.

e. Lighting and ventilation.

1. Lighting shall be sufficient to provide adequate illumination in the work area.
2. Windows shall be effectively screened against insects, rodents, and other vermin.
3. The shop shall be adequately ventilated so as to remove chemical vapor emissions, excess heat and odors. Ventilation shall comply with state and local building codes and ordinances.
4. Nail salons using nail polishes, enamels, basecoats, hardeners, and chemical solvents are deemed to create indoor vapor emissions and shall not pollute nor negatively affect the indoor air quality of adjacent premises.

5. Salons providing nail technician services shall be equipped with ventilation systems in compliance with the requirements of the Connecticut Building Code.

f. Cabinets. Cabinets shall be provided for storage of clean linen and towels. They shall have tight-fitting doors that shall be kept closed to protect the linen and towels from dust and dirt.

g. Receptacle for used towels. A covered receptacle which can be readily emptied and cleansed shall be provided exclusively for soiled towels or linen.

h. Refuse. Covered containers for hair droppings, paper and other waste material shall be provided and maintained so that they are not offensive.

i. Toilet facilities.

1. Adequate toilet facilities and washbasins must be provided for patrons and employees. Where both male and females are employed, toilet facilities shall be provided for separate use of each sex. Such facilities and washbasins shall be kept clean and in working order.
2. Handwashing facilities shall be provided with hot and cold running water, a sanitary soap dispenser and service towels for patrons and attendants.
3. The use of common soap for more than one (1) person is prohibited.

j. Working areas.

1. Working areas shall be thirty-six (36) square feet at a minimum for each operator employed in the shop. Work areas shall not include any space devoted to waiting room and other purposes.
2. Three-foot wide passageways shall be maintained throughout the shop.
3. No dryers shall be placed in any waiting room or in any passageway.

k. Barbershop or hairdressing and/or cosmetology shop in residence.

1. A barbershop or salon located in a residence must be confined to a separate room, separated with ceiling-high partitions and provided with a door to be closed at all times.
2. The area within a home operated as a barbershop or hairdressing and/or cosmetology shop must be equipped with the facilities and instruments required in all such establishments.

Sec. 17-71. Maintenance and operation.

a. General cleanliness.

1. The licensed owner of every barbershop or salon shall keep it in a clean and sanitary condition at all times.
2. No hair droppings shall be allowed to accumulate on floors. Hair droppings shall be removed frequently and as soon as possible in such a manner as not to cause objectionable conditions.

b. Walls, ceilings and fixtures.

1. Ceilings shall be kept in good repair, and cracks in walls, especially around baseboards, shall be filled in so as to prevent the harboring and breeding of insects.
2. Cabinets, shelves, furniture, shampoo bowls and fixtures shall be kept clean and free of dust, dirt and hair droppings. Arms, seats and rests of chairs shall be wiped of hair droppings after serving each customer.

c. Sanitary services.

1. A towel shall not be used for more than one (1) person without being properly laundered before each use.
2. The headrest of the chair shall be covered by a properly laundered towel or paper for each customer before the customer is permitted to recline in such chair.
3. A sanitary paper strip shall be placed completely around the neck of each customer before any apron or hair cloth or any other protective device is fastened around the neck.
4. Clean towels shall be delivered in bags and kept in a clean, closed cabinet or closet.

d. Sanitation of equipment and implements.

1. Hair brushes, combs and all other implements used on a customer shall be kept clean and sanitary at all times and shall undergo thorough cleansing and disinfection after serving each customer.
2. Sanitary covered containers shall be provided and maintained, which shall contain a disinfectant for the mandatory storage of the aforesaid implements when not in use.
3. After handling a customer affected with an eruption or whose skin is broken out or is inflamed or contains pus, the instruments shall be effectively cleaned, washed with soap or a detergent and water, then rinsed with water having a temperature of at least one hundred seventy degrees Fahrenheit (170° F.) or allowed to remain for five (5) minutes in alcohol [seventy to eighty percent (70%-80%)] or some other equally efficient disinfectant.
4. Shaker-top containers must be provided for dispensing lotions and powders.
5. Single-service towels, papers and other material shall be disposed of in the proper receptacle immediately after use and shall not be used again.

e. Shaving brushes, mugs and finger bowls. The use of shaving brushes and shaving mugs is prohibited. The use of finger bowls for manicuring purposes is prohibited unless a separate sanitary inner paper liner or cup is used for each customer and discarded immediately after use.

f. Alum and other astringents. Alum or other material used to stop the flow of blood shall be applied in powdered or liquid form only.

g. Neck dusters, powder puffs and sponges. The use of brush neck dusters and powder puffs is prohibited.

h. Foods and beverages. Foods and beverages are not to be prepared, stored or sold in the licensed premises, except coffee and tea prepared and kept for the convenience of employees and patrons, but no charge therefore is to be made to patrons who are served therewith. Foods and nonalcoholic beverages may, however, be brought into the licensed premises for immediate consumption and also may be dispensed by means of automatic vending machines on the premises, provided that such machines comply with all federal, state and local laws and the rules and regulations promulgated by any board, bureau or subdivision having jurisdiction thereof, and provided that such vending machines are maintained and operated in accordance with such laws, rules and regulations.

i. Animals or pets. No animals or pets shall be kept in any barbershop or salon.

Sec. 17-72. Cleanliness of operators.

a. The hands of the operator shall be thoroughly washed with soap and warm water before serving each customer and immediately after using the toilet.

b. Attire. Operators shall wear, while attending any patron in a barbershop or salon, clean, washable garments having at least one-quarter-length sleeves.

Sec. 17-73. Smoking prohibited.

Smoking (including e-cigarettes) shall be prohibited in all barbershops and salons.

Sec. 17-74. First Aid Kit required

All barbershops and salons must keep on premises a first aid kit which must be replenished as necessary. The first aid kit must be easily accessible to salon employees and technicians at all times.

Sec. 17-75. Recommended disinfectants.

All barbershops and salons must use wet sanitizers with hospital grade or U.S. Environmental Protection Agency (EPA) approved disinfectant. A wet sanitizer is any receptacle with a proper cover large enough to completely immerse items to be sanitized which contains an approved disinfectant. A hospital grade or EPA approved disinfectant shall be defined as:

- a. For all combs, brushes, tools, metal implements, instruments with a cutting edge and implements which have not come into contact with blood or body fluids: a disinfectant which indicates on its label that it has been registered with the EPA as a hospital grade bactericide, viricide and fungicide.
- b. For all combs, brushes, tools, metal implements, implements with a cutting edge and implements which have come into contact with blood or body fluids: a disinfectant which

indicates on its label that it has been registered with the EPA as a hospital grade tuberculocidal.

Sec. 17-76. Display of registration certificate. Each licensed or registered barber, hairdresser and/or cosmetician in the State of Connecticut must display a current license or registration certificate in a conspicuous place adjacent to or near each barber's, hairdresser's or cosmetician's work station so that it may be seen by the public.

Sec. 17-77. Mandatory procedures for maintaining a nail salon

Purpose. The City of Hartford has determined that standardization of the practice of professional nail enhancement is necessary in order to protect the health of nail technicians, clients, and visitors of nail salons from the risk of injury or infection due to unsanitary conditions and exposure to hazardous chemicals. In addition to sections 17-55 through 17-76 of this Chapter, the following sections are promulgated to set forth the implementation of Hartford's Nail Salon Regulation.

Sec. 17-78. United States Department of Labor OSHA requirements - Safety Data Sheets (SDSs); Material Safety Data Sheets (MSDS); and Chemical Storage

1. The following categories of chemical products, if present in the salon, must be stored in closable containers properly labeled with the product/chemical name (this includes smaller dispensing bottles as well as original packaging) and must have a Safety Data Sheet (SDS, formerly Material Safety Data Sheet or MSDS) available and on file in the salon:
2. SDSs must be available and accessible to salon employees at all times. The Hartford Department of Health and Human Services recommends a salon maintain all SDSs in a binder or file folder in a central location that is easily accessible to employees.
3. An SDS for a chemical product is available from the distributor and/or manufacturer of the product and should be obtained at the time of purchase. An SDS may also be available on the product manufacturer's website.
4. All flammable chemicals shall be kept away from heat and shall be stored in a flammable storage cabinet in compliance with applicable law and approved fire reference standards when not in use. Applicants must secure all necessary permits from the Hartford Fire Department as soon as possible. Whenever possible, small-mouthed dispensers or pump dispensers shall be used.
5. All chemical storage containers (including smaller dispenser bottles as well as original packaging) must be kept closed when not in use.

Sec. 17-79. Eye Wash Station

1. The nail salon eye wash can be either a station connected to the building plumbing and capable of continual operation, a stand-alone system specifically designed and marketed for use as an eye wash station, or a clearly marked station containing two or more personal eye wash bottles. Stand-alone eye wash stations are typically a plastic wall-mounted unit that holds several gallons of sterile water or saline solution while a personal eye wash bottle station may have a plastic or metal shelf that mounts to the wall to hold two or more sealed bottles of sterile saline or water. A hand-washing sink is not an acceptable eyewash station.
2. Manufacturer guidelines for installation and maintenance of any stand-alone systems or bottles must be followed to prevent contaminants from getting into the wash water. Eye wash bottle nozzles must remain clean and clear and the water must be replaced regularly. Adhering to the manufacturer recommended water or saline replacement schedule as well as expiration dates is required. Should the liquid in the eye wash device ever become cloudy or odorous, it must be discarded and replaced immediately regardless of the manufacturer recommendation.
3. The eyewash station cannot be located in the salon bathroom. The eye wash station must be easily accessible to staff and customers within the main work area – within 10 feet of the work area or reachable within 10 seconds.

Sec. 17-80. Single-use Tools

Single-use tools are any salon tools made of foam, wood, or other porous materials that cannot be effectively cleaned and disinfected between clients and/or are degraded by use on a client. These must be discarded into a covered, labeled waste container at the work station immediately after use on a single client. Examples of common single-use tools include, but are not limited to, toe separators, flip-flops, non-metal cuticle pushers, cotton swabs/balls, non-metal nail files, pumice stones, gloves, and waxing sticks/spatulas.

Sec. 17-81. Multi-use Tools

Multi-use tools must be disinfected between uses by immersion/soaking/rinsing the tool(s) in an EPA-registered hospital grade disinfectant following the manufacturer directions for use in disinfecting objects. This should be followed by a thorough rinse with clean, cold tap water. The tool(s) can then be dried with disposable paper towels.

Sec. 17-82. Public Health Notice

- a. Every nail salon shall display a public health notice in a manner and location conspicuous to employees, clients, or visitors of the salon upon entry.
- b. The public health notice must be permanently affixed and shall be:
 - a. made of durable material;
 - b. at least 8.5 inches by 11 inches in size;
 - c. printed in 12 point or larger type

d. in strongly contrasted text on a bright background (for example, black text on a white or yellow background, white text on a dark blue or red background, etc.) to allow for ease of reading; and

e. an exact replica of the language included on the Hartford Department of Health and Human Services public health notice template.

c. An approved public health notice may be obtained from the Department of Health and Human Services 131 Coventry St, Hartford, CT 06112.

This ordinance shall take effect upon adoption by the Court of Common Council.

Introduced by:

rJo Winch, Councilwoman

ITEM #

18

ON AGENDA

HEADING
AND
PURPOSE

AN ORDINANCE AMENDING CHAPTER II. ARTICLE XII - LIVING WAGE OF
THE MUNICIPAL CODE.

COURT OF COMMON COUNCIL,
CITY OF HARTFORD
April 24, 2017

Be It Ordained by the Court of Common Council of the City of Hartford:

Sec. 2-763. - Living wage required.

All covered employers and their subcontractors shall pay their covered workers no less than the living wage for work on covered contracts as defined in this article. Additionally, all development project managers and their subcontractors shall pay no less than the living wage to the employees working at the development project. No covered employer may use the living wage requirement of this article to reduce the compensation paid to any of its covered workers.

(a)

A living wage means an hourly wage rate which on an annual basis is equivalent to either of the following:

1. One hundred twenty (120) percent of the federal poverty level for a family of four (4), if health benefits are provided to the covered worker or employee. Health benefits, for purposes of this article, mean paid comprehensive family medical coverage which does not require the covered worker or employee to contribute more than five (5) percent of their annual wages towards the payment of the health plan[;] provided, the Living Wage rate shall not be reduced below the previous year's rate for covered workers with comprehensive family medical coverage; or
2. If health benefits are not provided to the covered worker, the covered employer must pay wages in accordance with subsection (a)1. above, and in addition make payments to its covered workers in lieu of health benefits, as determined by the Director of Human Relations. The Director of Human Relations shall calculate and set forth the amount of these payments in lieu of health benefits on a yearly basis, based on the average cost of non-group comprehensive health insurance in the state[.] provided, the Living Wage rate shall not be reduced below the previous year's rate for covered workers with comprehensive family medical coverage; or

(b)

All development project managers are responsible for ensuring that all of their subcontractors who perform work at the site of the development project pay their employees at the living wage rate.

(c)

The Director of the Office of Human Relations shall adjust the living wage as necessary to incorporate changes in the federal poverty level at least six (6) months prior to the beginning of the fiscal year. The Director of Human Relations shall publish a bulletin announcing any change in the amount of the living wage and shall inform each covered employer in writing, prior to such adjustment becoming effective.

(d)

Covered employers shall inform covered workers or employees making less than twelve dollars (\$12.00) per hour of their possible eligibility for the federal Earned Income Credit ("EIC") pursuant to the Internal Revenue Code and shall make forms available to covered workers or employees informing them about the EIC and the forms required to secure advance EIC payments.

(Ord. No. 06-10, 3-22-10)

Sec. 2-764. - Worker retention, local hiring, and training.

(a)

Covered employers shall report vacancies in positions related to covered contracts and development projects to local hiring agencies and to the Office of Human Relations for purposes of advertisement to the local community.

(b)

Any covered contract shall include language in the event the contract is transferred from one (1) covered employer to another, or if a new covered employer is awarded a covered contract that was previously performed by a prior covered employer, the new covered employer shall offer to employ and retain for a ninety-day period the covered workers who worked under the previous covered employer for at least twelve (12) months. New covered employers may not discharge the covered workers retained during the ninety-day period, except for cause.

(c)

The Director of the Office of Human Relations shall work with the Mayor, the Court of Common Council, other city departments and agencies to promote programs encouraging and facilitating active support for job training programs with covered employers that benefit residents of the City, on an equal opportunity basis, all as per the City's procurement ordinance and other applicable laws or regulations.

(Ord. No. 06-10, 3-22-10)

Sec. 2-765. - Implementation.

All requests for bids and requests for proposals for covered contracts or development projects, whether advertised or informally solicited, shall include appropriate information about the living wage requirements.

(Ord. No. 06-10, 3-22-10)

Sec. 2-766. - No strike agreement; labor peace required.

All development project managers shall sign a written agreement with a labor organization seeking to represent employees at the development project, which agreement provides a procedure for determining employee preference on the subject of whether to be represented by a labor organization for collective bargaining and further provides that the labor organization will not strike the development project in relation to the organizing campaign.

(Ord. No. 06-10, 3-22-10)

Sec. 2-767. - Recording of covenant required.

The City must include a clause in all contracts, city loans, tax abatement agreements, tax increment financing agreements, or other documents providing financing for development projects covered by the terms of this article, requiring the development project manager to comply with living wage and labor peace provisions of this article. In addition, said clause shall state that all sums owed to the City from contracts, city loans, tax abatement agreements, tax increment financing agreements or other documents providing financing for development projects will be due and payable in event of a violation of this article. Upon the granting of a development project that meets the terms of this article, the City shall record a covenant in the Hartford Land Records that provides that the development manager shall abide by the terms of the living wage and labor peace ordinance.

(Ord. No. 06-10, 3-22-10)

Sec. 2-768. - Responsibility for effectuation and enforcement.

The Director of the Office of Human Relations shall investigate violations of this article and make recommendations to the Mayor for enforcement. The Mayor shall consider these recommendations and direct City departments to take enforcement actions, if needed, as provided below.

(Ord. No. 06-10, 3-22-10)

Sec. 2-769. - Enforcement and reporting.

(a)

Monitoring of the provisions of this article shall be the responsibility, initially, of the Office of Human Relations. As appropriate or necessary, the Director of that division [may] will require a covered employer to produce payroll records relevant to an audit or any inquiry into a claimed violation of this article. Every covered employer shall post copies of documents provided by the Director of the Office of Human Relations, stating the living wage applicable to covered workers. In addition, such posting shall include a form which may be used by covered workers to file a complaint with the Director of the Office of Human Relations for noncompliance with the provisions of this article. Such postings shall be made at the work site in a prominent place where all documents posted pursuant to this article may easily be seen and read by covered workers. A copy of such documents shall be given by the covered employer to any covered worker upon request no later than (i) the last hour of the said worker's next shift or (ii) the last hour of the next business day.



Luke A. Bronin
Mayor

19
ON AGENDA

May 8, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Non-Union Leave Ordinance

Dear Council President Clarke:

Attached for your consideration is an ordinance amending Section 2-391 of the Municipal Code to modify nonunion employee sick and vacation leave policies for the City's nonunion employees.

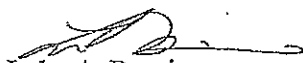
Significant changes include the following.

- (1) Elimination of a fifth year of vacation time accrued by employees who have completed 15 years of full-time employment.
- (2) Reduction of the number of weeks of vacation leave that may be carried over from one fiscal year to the next from 8 weeks to 6 weeks, effective June 30, 2017. The maximum carry-over is then further reduced to 4 weeks, effective June 30, 2018.
- (3) Elimination of sick leave payments at time of death or retirement for employees hired on or after July 1, 2017.
- (4) Reduction of sick leave payments from 50% or 75% at time of retirement to 25% at time of retirement for employees who do not complete ten years of service prior to July 1, 2017.
- (5) Change in the maximum time allowed for medical and family leave from 24 weeks in a two-year period to 12 weeks in a one-year period, consistent with federal law.
- (6) Decrease in the number of days of sick leave that may be carried over from one fiscal year to the next, from 150 days to 80 days, for employees hired on or after July 1, 2017.

In these challenging fiscal times, it is critical that the benefits provided to City of Hartford employees reflect our economic reality. Many of the changes sought by this amendment have been implemented for the nonunion employees in our nearby suburbs and peer cities. While I continue to seek changes to leave policies for unionized employees, the City cannot afford to delay making changes to the benefits of our nonunion employees.

These measures I am proposing have not been taken lightly. I recognize the hard work and dedication these employees have to the residents of our City, and I truly wish that our financial situation was different. But at the end of the day, we were elected to put Hartford back on a sustainable financial footing. This proposed Ordinance is one piece of this effort.

Respectfully submitted,


Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

Introduced
by:

Luke A. Bronin, Mayor

HEADING
AND
PURPOSE

AN ORDINANCE AMENDING CHAPTER 2, SECTION 391 OF THE HARTFORD
MUNICIPAL CODE

COURT OF COMMON COUNCIL,
CITY OF HARTFORD
May 8, 2017

Be it ordained by the Court of common Council of the City of Hartford that Section 2-391 of the Municipal Code be amended as follows:

Sec. 2-391. - Employee Leave Policies.

(A) *Vacation Leave Accumulation.* Effective July 1, 2005, full-time employees in the Classified and Unclassified Service shall accumulate, during and after the Probationary Period, vacation leave with pay on July 1st according to the following vacation schedule (excluding Department Heads, Deputy Department Heads, the Corporation Counsel and the Deputy Corporation Counsel, [and others listed below] who shall receive vacation as indicated):

Length of Service in Months	Vacation Accumulation in Days
1	1¼
2	2½
3	3¾
4	5
5	6¼
6	7½
7	8¾
8	10
9	11¼
10	12½
11	13¾
12	15

[Deputy Department Heads shall receive four (4) weeks of vacation, at a rate of one and two-thirds (1 2/3) days per month, as of July 1st in each fiscal year.

Department Heads and the executive mayoral staff shall receive five (5) weeks of vacation, at a rate of two and one-twelfth ($2 \frac{1}{12}$) days per month, as of July 1st in each fiscal year.]

Vacation leave shall be credited on July 1st of the fiscal year following the employee's appointment[; however, the above classifications shall be credited vacation per calendar month of service]. No vacation shall be used before six (6) months of continuous service has elapsed.

Full-time employees appointed on or before July 1st and who serve continuously for one (1) full year until the following June 30th shall earn three (3) weeks' paid vacation to be granted during the following fiscal year.

Full-time employees who have completed five (5) years of full time employment as of July 1st and serve continuously for the previous twelve (12) months shall be entitled to vacation of four (4) weeks annually.

[Full-time employees who have completed fifteen (15) years of full time employment as of July 1st and served continuously for the previous twelve (12) months shall be entitled to a vacation of five (5) weeks annually.]

Department Heads, Deputy Department Heads, the Corporation Counsel, and the Deputy Corporation Counsel shall receive four (4) weeks of vacation as of July 1st in each fiscal year, at a rate of one and two-thirds ($1 \frac{2}{3}$) days per month. These classifications shall be credited vacation per calendar month of service.

For the purpose of computing vacation leave, the calendar month shall be used, except that a person appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first day of that month, and those appointed after the 15th day of any month shall be considered as having been appointed on the first day of the succeeding month.

Use of vacation leave is to be taken in units of not less than one (1) [week]hour [except when accumulated vacation time is less than one (1) week or if other arrangements are authorized by the Appointing Authority]. Employees must take all vacation leave or one (1) week whichever is less during the fiscal year following the July 1st on which it is earned. Additional vacation leave may be carried over from one [(1)] fiscal year to the next to permit a maximum accumulation of no more than [eight (8)]~~six (6)~~ weeks. Effective June 30, 2018, additional vacation leave may be carried over from one fiscal year to the next to permit a maximum accumulation of no more than four (4) weeks. Use of vacation leave shall be granted by mutual agreement between the employee and the Appointing Authority; provided, however, that no Appointing Authority shall withhold vacation leave of any employee in excess of eighteen (18) months.

- (1) In computing vacation leave, legal holidays established by this Article are not to be considered as part of vacation allowance.
- (2) In the event of the death of an employee, the employee's spouse and/or minor children shall receive the accrued vacation pay earned by the employee.
 - (a) Where the employee has no minor children and has notified the Department of Human Resources that a valid certificate of domestic partnership is on file with the City of Hartford, Town Clerk, pursuant to § 2-63 of this Code, the domestic partner shall receive the accrued vacation pay earned by the employee.
 - (b) In the event the employee has neither a spouse, minor children, nor a domestic partner, the pay shall be paid to the estate of the deceased employee.
- (3) Employees who are separated from the City and who have accrued vacation leave to

their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave in a lump sum. The effective date of the employee's separation shall be the day following the employee's last day of work. Vacation leave accrued during the fiscal year in which the employee is separated will only be paid if the employee separates in good standing.

- (B) *Sick Leave Accumulation.* Each full-time employee in the Classified and Unclassified Service shall earn sick leave with pay during and after the individual's Probationary Period according to the following schedule:

Length of Service in Months	Sick Leave Accumulation in Days
1	1¼
2	2½
3	3¾
4	5
5	6¼
6	7½
7	8¾
8	10
9	11¼
10	12½
11	13¾
12	15

- (1) Each full-time employee appointed on or before July 1st and who serves continuously until the following June 30th shall earn three (3) weeks paid sick leave. Sick leave is to be used only for the purposes contained in this Article. Any unauthorized use of sick leave shall be cause for disciplinary action.

- (2) Any unused sick leave shall accumulate from fiscal year to fiscal year to a maximum of one hundred fifty (150) days for employees hired prior to July 1, 2017. Unused sick leave shall accumulate from fiscal year to fiscal year to a maximum of eighty (80) days for employees hired on or after July 1, 2017.

[Thereafter, any unused sick leave shall accumulate from fiscal year to fiscal year at a rate of one (1) day of accumulation for each two (2) days of unused sick leave.] Accumulated sick leave may be used for the purposes specified in this Article if and when needed.

- (3) Notwithstanding the foregoing any Classified and Unclassified Employee who has accumulated at least thirty (30) days of sick leave may donate a portion of said

employee's accumulated sick leave to another employee, who through serious and protracted illness has used up all of the individual's accumulated sick leave, compensatory time and vacation leave. The Mayor (or designee) and the Director shall authorize the donation and transfer of such sick leave provided the following conditions are met:

- (a) The donating employee shall have a minimum sick leave accumulation of thirty (30) days.
 - (b) No more than five (5) days of sick leave for every thirty (30) days of sick leave accumulated by the donating employee to a total donation of thirty (30) days shall be permitted between any two (2) employees.
 - (c) Sick leave, donated by one employee to another, when used, shall be paid at the hourly rate of the donor or donee, whichever is less.
 - (d) No more than twenty (20) days of donated leave may be allowed to accumulate in any donee's name at any given time, provided if such donated sick leave should be reduced below twenty (20) days, additional donations may be made to restore the level of accumulated sick leave to twenty (20) days.
- (4) *Sick Leave Bank.* The Director shall prepare guidelines for the establishment of a sick leave bank for full-time Classified and Unclassified Employees.
- (5) *[Advance of Sick Leave.* Sick leave advance may be granted by the Appointing Authority with the approval of the Director. In requesting an advance of sick leave, the Appointing Authority shall submit the following information to the Director: the length of City service of the employee; the sick leave record of the employee; and a medical certificate which shall include the prognosis and the probable date when the employee will return to work.
- (a) No advance of sick leave may be authorized unless the employee exhausts all accrued leave. In no case shall advanced sick leave exceed twenty (20) days at full pay.
 - (b) Any advanced sick leave shall be repaid by a charge against such sick leave as the employee may subsequently accrue. No repayment of advanced sick leave shall be required until the employee has first accrued five (5) days of sick leave following the employee's return to duty.
- (6) *Special Rules.*
- (a) No refund of vacation leave shall be allowed due to illness incurred while on vacation leave.
 - (b) Holidays and regular days off shall not be counted in computing sick leave taken.
- [(7)] (6) *Use of Sick Leave.* Sick Leave may be used for the following purposes:
- (a) Personal illness [, maternity leave,] physical incapacity, or [non-compensable bodily] injury [or disease].
 - (b) [Enforced quarantine in accordance with community health regulations.] Birth of a child, bonding with a newborn child within one year of birth, or bonding with a child placed for adoption or foster care within one year of placement.

- (c) [For reasonable period of time as defined by the Director only for illness] Illness or physical incapacity in the employee's immediate family or others domiciled in the same household prior to illness for whom one is responsible and the primary care giver. Immediate family is defined for purposes of this provision to be father, mother, sister, brother, wife, husband, domestic partner or children related either by blood, marriage or adoption to the employee.
- (d) To meet medical and dental appointments of emergency nature [and Health Department referrals]. In addition, sick leave may also be granted for a limited time for normal medical and dental appointments when an employee has made reasonable efforts to secure appointments outside of normal working hours provided that the Appointing Authority is notified in advance of the day on which the absence occurs.
- (e) Death of relatives or friends, marriage in the immediate family, celebration of religious holidays and christenings, graduations and similar ceremonies, provided prior notification to the Appointing Authority is submitted in writing giving full particulars in advance, subject to approval. A maximum of three (3) days a year under this provision shall be granted except that it may be increased in situations upon approval by the Director.
- (f) [Natural fathers who are primary care givers shall be allowed to use accumulated sick leave for a maximum of ten (10) calendar days, upon the birth of a child. If accumulated sick leave is exhausted prior to the ten (10) calendar days the balance of the leave will be without pay, unless such time is extended by the Appointing Authority with the approval of the Director.

Natural fathers wishing to take such leave must provide a copy of the birth certificate as proof of paternity. Leave will not be granted without the above documentation being provided within five (5) days of the birth.

- (g) Domestic partners who are primary care givers shall be allowed to use accumulated sick leave for a maximum of ten (10) calendar days. If accumulated sick leave is exhausted prior to the ten (10) calendar days, the balance of the leave shall be without pay. In no case will a domestic partner be eligible for both maternity and primary care leave. Domestic partners wishing to take such leave must provide a copy of the birth certificate and a copy of the domestic partnership certificate to the City of Hartford, Town Clerk, pursuant to § 2-63 of this Code as proof of the relationship to the birth of the child.
- (h) Employees who are adoptive parents or the domestic partner of the adoptive parent shall be allowed to use accumulated sick leave for thirty (30) calendar days for adjustment in family living conditions. If accumulated sick leave is exhausted prior to the thirty (30) calendar days, the balance of the adoption leave will be without pay. Only the person primarily responsible for the child will be entitled to this leave.

Employees wishing to take an adoption leave must present copies of legal adoption papers as proof of such adoption. In the case of a domestic partner, proof of a valid domestic partnership certificate must also be filed with the City of Hartford, Town Clerk, pursuant to § 2-63 of this Code. Adoption leave will not be granted without the above documentation.

- (i)] Up to three (3) sick days per year may be used for any purpose not otherwise provided above subject to the same notification requirements as in subsection (e), above.

[(8)] (7) *Proof of Illness or Other Uses of Sick Leave.* Departments may require proof of illness or other uses of sick leave as provided in this rule. In the judgment of the Appointing Authority or supervisor, proof of sick leave may include a doctor's certificate or other reasonable verification available to the employee.

- (a) For absences of less than three (3) workdays, proof of sick leave will not normally be required unless, in the judgment of the Appointing Authority or supervisor, there is a question of authorized usage.
- (b) For absences of three (3) consecutive workdays or more, a doctor's certificate will normally be required.
- (c) For absences exceeding five (5) workdays, a doctor's certificate indicating the probable duration of the [disability]absence may be required, and additional certificates may be required for extended illnesses.

[(9)] (8) *Compliance with Sick Leave Requirements.* Sick leave provided above shall be granted only if the requirements of these provisions are complied with and the [initial] report of illness is made at least one hour before the employee's scheduled start time[prior to 12:00 noon] on each[the first] day of absence[, except that where a relief employee is required, such report must be made before the hour to report for work as provided in the rules of the department concerned]. Nothing in this paragraph shall preclude the payment of sick leave to an employee who cannot comply with the provisions of this sub-section (8) due to extenuating circumstances.

[(10)] (9) *Payment of Sick Leave.*

- (a) The City will make payment for accumulated sick leave for Classified and Unclassified Employees who have completed at least ten (10) years of service on or before June 30, 2017 as follows:

[(a)] (i) Full payment in case of death; fifty (50) percent payment in case of death for employees hired on or after July 1, 2005;

[(b)] (ii) Fifty (50) percent payment at time of retirement;

[(c)] (iii) Payments in case of death will be made to [the employee's spouse and/or minor children. Where the employee has no minor children and has notified the Human Resources Department that a valid certificate of domestic partnership is on file with the City of Hartford, Town Clerk, pursuant to § 2-63 of this Code, the domestic partner shall receive the payment. In the event the employee has neither a spouse, minor children, nor a domestic partner, the payment shall be made to] the estate of the deceased employee;

[(d)] (iv) For all full-time, non-bargaining unit employees who have completed at least ten (10) years of service on or before June 30, 2017 and who are in the administrative series, appointees of council, elected officials and unclassified appointees, the City will make payment for accumulated sick leave as follows: (1) full payment in case of death; (2) seventy-five (75) percent payment at time of retirement; (3) employees who separate with vested rights will receive twenty-five

(25) percent of accumulated sick leave to be paid at the time of separation.

(b) The City will make payment for accumulated sick leave for those Classified and Unclassified Employees hired prior to July 1, 2017 who did not complete ten (10) years of service on or before June 30, 2017, as follows:

(i) Fifty (50) percent payment in case of death, made to the estate of the deceased employee;

(ii) Twenty-five (25) percent payment at time of retirement.

(c) The City will make no payment of accumulated sick leave to employees hired on or after July 1, 2017.

(C) *Compensation for Injuries and Disease.* Each employee shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act. In addition, employees may supplement the difference between their full pay and the payments received under the Workers' Compensation Act by using accrued sick leave.

In the event of a third party claim, the employee must enter into a written contract with the City whereby the employee assigns to the City any right the individual may have against any other person who may be liable to pay damages as a result of the employee's injury or disease to the amounts actually paid under statutory compensation by the City. The City shall only be entitled to be reimbursed for amounts actually paid. The employee specifically retains any and all claims against third parties for such injuries or disease, which shall be in excess of amounts actually paid by the City.

No payments in addition to Workers' Compensation shall be paid when the personal injury was caused by the willful and serious misconduct of the injured employee or by said employee's intoxication or the improper or excessive use of drugs.

(D) *Other Leaves of Absence with Pay.* The following provisions set forth other categories of leave of absence with pay for Classified and Unclassified Employees. In the event such leave is granted, medical benefits will continue for the employee and their dependents; however, in the event the employee is entitled to military benefits there will be coordination of benefits with coverage provided by the Federal Government's military health insurance program. All other conditions of employment should be treated as other leave with pay provisions of this Article.

(1) *Mandatory Leave.*

(a) *Jury and Civic Duties Requiring Appearance before Court or Other Public Body.* Employees shall be granted a leave of absence for required jury or any other civic duty requiring appearance before a court or other public body. Such employees shall receive that portion of their regular salary which will, together with their jury pay or fees, equal their total salary for the same period, except where this rule is in conflict with state or federal law.

(b) *National Guard, Other Reserve Activities: Circumstances and Limitations.* Any full-time employee who is a member of the National Guard, or other reserve forces of the United States, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such field training, to a maximum of one (1) month, provided the amount of compensation paid to such

employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a statement by military authorities giving the employee's rank, pay and allowances and the amount of salary or wages due as an employee of the City. If the compensation for military service is equal to or greater than the salary or wages due as a City employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for pension and insurance purposes shall be paid by the City during such leave.

- (c) *Involuntary Activity for Military Duty.* Any full-time employee will be granted leave with pay upon involuntary activation for military duty for a period not to exceed one (1) calendar year from the date of being called to active duty. The City shall pay the difference between all military pay received and the full-time employee's base salary. Computations shall be based on weekly equivalents. Military pay will be estimated at the time of leave and the difference with actual military pay to be reconciled upon return to City service.
- (d) *Family Leave for Death in Immediate Family.* Three (3) days special leave with full pay shall be granted for death in the immediate family of an employee, or the immediate family of the employee's spouse or domestic partner. Immediate family for purposes of this clause is defined as parents, grandparents, child, son-in-law, daughter-in-law, grandchild, spouse, brother, sister, and any relation who is domiciled in the employee's household.
- (2) *Miscellaneous.* The Director, with the approval of the Mayor or designee, may authorize for the employees of all departments, except the regular fire fighting forces and members of the Police Department, either full or partial days off in addition to those already authorized in this Article to permit early closing in such instances as severe snow storms, extreme hot weather and at time of celebrations.
- (E) *Leave of Absence Without Pay.* The Mayor upon the recommendation of the Director and the Appointing Authority, may grant a Classified or Unclassified Employee unpaid leave of absence for a period up to one (1) calendar year. Upon the determination of the Mayor, unpaid leaves of absence may be extended. During an unpaid leave of absence, an employee may exercise the option of continuing all benefits normally provided by the City by paying all the required premiums for such benefits. While on unpaid leave, an individual shall remain an employee of the City; however, the period of any such leave shall not be considered a period of service for purposes of salary and fringe benefit calculation, retirement, longevity or seniority. Any family or medical leave taken pursuant to this Article shall count toward the one (1) year limit.
- (F) *Employees on Military Leave.* Qualified employees will be provided reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
- (G) *Medical Related Leaves and Family Leave.* In addition to the above leaves of absence without pay, any Classified or Unclassified Employee shall be entitled to:
 - (1) A maximum of [twenty-four (24)] twelve (12) weeks of family leave of absence within any [two-] one-year period upon the birth or adoption of a child of such employee or upon the serious illness of a child, spouse, parent, partner or domicile relative of such employee.

- (a) Any employee requesting a leave under this section for the birth or adoption of a child must submit proof of the birth or adoption.
- (2) A maximum of [twenty-four (24)] twelve (12) weeks of medical leave of absence within any one[two]-year period upon the serious illness of such employee.
- (3) Any employee requesting a leave under this section for reasons of serious illness may submit prior to inception of such leave written documentation from the attending physician of the employee, child, spouse, parent, partner or domicile relative of the nature and probable duration of the illness. For purposes of this section, "serious illness" is defined as an illness, injury, impairment of physical or mental condition that involves (a) inpatient care in a hospital, hospice or residential care facility or (b) continuing treatment or continuing supervision by a health care provider.

Upon expiration of any leave of absence granted under [§ 2-391(F)] this section, the employee shall be entitled to return to the original job held by the employee or, if not available, to an equivalent position with equivalent pay within the same department.

- [(3)] (4) *Intent to Return Statement.* Any employee requesting a leave under this section shall submit to the appropriate Appointing Authority prior to the inception of such leave a signed statement of the employee's intent to return to work upon the termination of such leave.
- (H) *Absence Without Leave.* An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Article shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. Any employee who absents himself for three (3) consecutive days shall be deemed to have resigned. Such action may be reconciled by the Director by a subsequent grant of leave if the conditions warrant.
- (I) *Procedure in Requesting Leaves.* A Classified or Unclassified Employee requesting a leave of absence for any reason other than sick leave shall notify the City on a form that may be prescribed by the Human Resources Department. The requested leave shall be approved by the Appointing Authority, by the employee's supervisor if the Appointing Authority so desires, and by the Director. The Director shall determine whether the employee is entitled to the leave, and send a copy of the form to the Appointing Authority who will return it to the employee. Requests for vacation leave must be made in advance to allow time to carry out this procedure.

This ordinance shall take effect June 30, 2017.

INTRODUCED BY:
Councilwoman rJo Winch

COURT OF COMMON COUNCIL
April 24, 2017

Request for Trauma Assistance

- WHEREAS: City of Hartford has been plagued with a rash of street violence; and
- WHEREAS: On too many occasions, our children are either involved or in view of this violent behavior; and
- WHEREAS: As a result of these actions, children and young adults in the City of Hartford and our surrounding towns have become direct or indirect victims of these life changing events which lead to post traumatic stress when left untreated, and
- WHEREAS: The City of Hartford has more than 200 non-profits organizations who benefit from being located in our city without commitment to assisting in these trouble times. And
- WHEREAS: The City of Hartford, cannot respond to these crises along, and
- WHEREAS: We are all in this together and we need the assistance of those who live in, work in and hold their businesses in our city to help, and
- WHEREAS: Some of these non-profit organizations are housed close to where our children are educated and can adopt a school or provide clinical or counselling services to those affected by these horrific actions. Therefore, be it
- RESOLVED: That the Hartford Court of Common Council urges the Mayor, Superintendent of school and Department of Children, Recreation and Family Services Department of the City of Hartford to reach out to these "LOCAL ORGANIZATIONS" for assistance in counselling of our most precious human resources; our children.



Luke A. Bronin
Mayor

April 10, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Appointment to Commission on Disability Issues

Dear Council President Clarke:

Attached for your consideration is a resolution confirming my appointment of Cheryl L. Zeiner to the Commission on Disability Issues.

The Commission's purpose is to identify the needs of Hartford residents with disabilities and make recommendations to the Mayor and Court of Common Council on how to address those needs. The goal of the Commission is to assure that persons with disabilities are able to function as full citizens within the community.

Ms. Zeiner earned a Master's Degree in Special Education from Southern Connecticut State University. She was employed for more than 30 years as a vocational counselor at the CT Bureau of Rehabilitation Services where she worked with adolescents and adults with mental and physical challenges become independent through employment and independent living. Since her retirement, Ms. Zeiner has continued assisting others through her involvement with Hands on Hartford and the Salvation Army. She is a member of the North Central Regional Mental Health Board as well as her NRZ, the Coalition to Strengthen the Sheldon/Charter Oak Neighborhood. She is a former member of the Commission on Disability Issues and the current Commission members support her return.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Luke A. Bronin".

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

CHERYL ZEINER
80 WETHERSFIELD AVENUE; APT. 2
HARTFORD, CT 06114

EDUCATION:

1962: HIGH SCHOOL/REGENTS DIPLOMA FROM DANDEMORA HIGH SCHOOL IN DANDEMORA, NY
1966: BACHELOR OF SCIENCE DEGREE IN GENERAL EDUCATION FROM THE STATE UNIVERSITY OF
NEW YORK IN PLATTSBURGH, NY
1969: MASTER OF SCIENCE PLUS 2 SIX YEAR COURSES IN SPECIAL EDUCATION FROM SOUTHERN
CONNECTICUT STATE UNIVERSITY IN NEW HAVEN, CT

EMPLOYMENT:

06/66-01/68: SECURITY INSURANCE COMPANY/HARTFORD, CT:

I PROCESSED INSURANCE CLAIMS/DATA INPUT

07/68-08/68: UNITED CEREBRAL PALSY ASSOCIATION OF CT:

I ASSISTED ADOLESCENTS AND ADULTS WITH PHYSICAL CHALLENGES TAKE PART IN A
CAMPING EXPERIENCE IN A CAMP THAT WAS CREATED BY THE CEREBRAL PALSY
ASSOCIATION OF CONNECTICUT. RECREATIONAL AS WELL AS ARTS AND CRAFTS WAS PART
OF THAT EXPERIENCE.

06/69-07/01: VOCATIONAL REHABILITATION COUNSELOR: BUREAU OF REHABILITATION SERVICES:
STATE OF CONNECTICUT

I ASSISTED ADOLESCENTS AND ADULTS WITH MENTAL AND/OR PHYSICAL CHALLENGES
BECOME
INDEPENDENT THROUGH EMPLOYMENT AND INDEPENDENT LIVING. I COORDINATED WITH
OTHER AGENCIES TO PROVIDE NECESSARY ADAPTIVE EQUIPMENT, INTERPRETERS AND OTHER
NECESSARY ASSISTANCE TO BECOME MORE INDEPENDENT. I WORKED WITH EDUCATIONAL
INSTITUTIONS TO PROVIDE EDUCATIONAL AND VOCATIONAL TRAINING. I HELPED DEVELOP
JOB PLACEMENTS AND SITUATIONAL ASSESSMENTS AS NEEDED. VOCATIONAL EVALUATIONS
WERE ALSO DEVELOPED, JOB SEEKING SKILLS TAUGHT AND JOB PLACEMENT PROVIDED.
REFERRALS TO OTHER AGENCIES OCCURRED AS NEEDED.

07/01-07/02: HANDS ON HARTFORD: SOCIAL WORK ASSISTANT

I ASSISTED INDIVIDUALS WHO WERE IN NEED OF FOOD FROM THE FOOD PANTRY. I ASSISTED
INDIVIDUALS WITH ELECTRICAL AND FUEL ASSISTANCE AND HELPED THEM NEGOTIATE
PAYMENT PLANS WITH CL&P AND CNG.

05/05-PRESENT: SALVATION ARMY DIVISIONAL HEADQUARTERS/SOUTHERN NEW ENGLAND
DIVISION

I WORK ONE OR TWO DAYS A WEEK, ANSWERING THE TELEPHONE AND WELCOMING VISITORS. I HELP
WITH SPECIAL MAILINGS AND EXTRA ADMINISTRATIVE WORK AS NEEDED. I FILL IN FOR THE REGULAR
RECEPTIONIST WHEN SHE ON VACATION OR OUT FOR APPOINTMENTS.

SPECIAL ORGANIZATIONAL MEMBERSHIPS:

NORTH CENTRAL REGIONAL MENTAL HEALTH BOARD: 2005- PRESENT
SECRETARY

COALITION TO STRENGTHEN SHELDON/CHARTER OAK NEIGHBORHOOD(CSS/CON): 2004-PRESENT)

SHELDON OAK CENTRAL: 2003-PRESENT

SECRETARY

CENTRAL BAPTIST CHURCH

CHURCH CLERK

INTERESTS:

WORD GAMES

JIGSAW PUZZLES

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, April 10, 2017

WHEREAS, The Commission on Disability Issues is charged with assuring that people living with disabilities have the opportunity to function as full and active citizens in the Hartford community, and

WHEREAS, The Mayor has appointed Cheryl L. Zeiner to the Commission, now, therefore, be it

RESOLVED, That the Court of Common Council hereby confirms the appointment of the following individual to the Commission on Disability Issues:

Cheryl L. Zeiner (D), 80 Wethersfield Avenue Apt. 2, Hartford 06114
Appointed to a term expiring March 1, 2020
Filling a vacancy



Luke A. Bronin
Mayor

March 27, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Local Prevention Council Grant

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the City of Hartford to apply for and accept a grant of \$8,972.55 from the Connecticut Department of Mental Health and Addiction Services (DMHAS) under the Local Prevention Council Grant Program. The grant is managed for DMHAS by the Capital Area Substance Abuse Council (CASAC).

In order to be eligible to receive such grants, a community must establish a Local Prevention Council (LPC) to develop drug abuse prevention initiatives at the local level with the support of the chief elected official. The goals of an LPC are to increase public awareness of drug abuse prevention and stimulate the development and implementation of prevention activities primarily focused on youth. By resolution dated February 13, 2013, the Court of Common Council designated the Hartford Commission on Addiction and Public Health (CAPH) to serve as the City's LPC.

The purpose of the LPC Grant Program is to work with youth and the community to facilitate the development of culturally competent alcohol, tobacco, and other drug (ATOD) abuse prevention and joint behavioral health promotion initiatives of LPCs within communities and with the support of chief elected officials. The overall goal is to increase public awareness of the prevention of ATOD abuse.

In developing the City's LPC project, the Hartford Department of Families, Children, Youth and Recreation solicited input from the Hartford Commission on Addiction and Public Health. Funds will be used to provide training in prevention of youth substance abuse and other dangerous behaviors to adults and professionals who work with young people and their families. Assessment of community needs has been specified by DMHAS as one of their priorities for the LPC Program. Therefore, grant funding will also be utilized to conduct an anonymous survey with Hartford youth regarding their experiences and feelings about tobacco, alcohol, drugs, and various activities. The survey will be administered by the Southeastern Regional Action Council (SERAC) which has been recommended by CASAC and has extensive experience in conducting and administering the survey elsewhere in Connecticut.

Respectfully submitted,

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, March 27, 2017

WHEREAS, The Connecticut Department of Mental Health and Addiction Services (DMHAS), through the Capital Area Substance Abuse Council (CASAC), provides funds under the Local Prevention Council (LPC) Grant Program to municipalities in the Capital Region to increase public awareness of the prevention of alcohol, tobacco, and other drug (ATOD) abuse, and to develop initiatives to facilitate the development of culturally competent ATOD abuse prevention initiatives of LPCs with the support of chief elected officials, and

WHEREAS, As a condition of receipt of this funding, a municipality must have a Local Prevention Council (LPC), focused on goals such as increasing awareness and prevention of alcohol, tobacco, and other drug abuse, and

WHEREAS, The Court of Common Council, by resolution dated February 13, 2013, designated the Hartford Commission on Addiction and Public Health as the City's LPC, and

WHEREAS, The City of Hartford has been awarded an LPC grant of \$8,972.55 which will be utilized for a project through which training is provided to professionals and other adults who work with young people and their families and for an anonymous survey of Hartford youth regarding their experience and feelings about tobacco, alcohol, drugs and other activities, now, therefore, be it

RESOLVED, That the Mayor is hereby authorized to accept a grant of \$8,972.55 from the CT Department of Mental Health and Addiction Services through its Local Prevention Council Grant Program for use toward purposes set forth and approved under the grant, and be it further

RESOLVED, That the Mayor is authorized to accept such further sums as may be additionally awarded by the grantor under the same program, for the same authorized contract period, and for the same purposes, and be it further

RESOLVED, That the Mayor is further authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to receive, contract and expend the above referenced grant funds, and be it further

RESOLVED, That no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned agreement or other documents, or to take any of the aforesaid actions, and be it further

RESOLVED, That all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the parties executing such documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

Introduced by:

Mayor Luke A. Bronin

HEADING
AND
PURPOSE**AN ORDINANCE CONCERNING ADDITIONAL APPROPRIATIONS IN THE
GENERAL FUND**COURT OF COMMON COUNCIL,
CITY OF HARTFORDJune 12, 2017

Be It Hereby Ordained by the Court of Common Council of the City of Hartford:

Section 1. That the following additional appropriation from the General Fund for the Fiscal Year beginning July 1, 2016 is hereby made.

	<u>Revised Appropriation</u>	<u>Supplemental Appropriation</u>	<u>Revised Appropriation</u>
Benefits & Insurances:			
Benefits and Insurances	75,248,184	5,278,880	80,527,064
Non-Operating:			
Non- Operating	35,280,242	700,000	35,980,242
Total	110,528,426	5,978,880	116,507,306

Section 2. That the General Fund Total Expenditure appropriation is hereby increased by a total of \$5,978,880 for a revised General Fund Appropriation for the Fiscal Year beginning July 1, 2016 of \$558,920,500 and the use of Tax Anticipation Notes up to \$5,978,880 is hereby authorized.**Section 3.** That the use of Tax Anticipation Notes up to \$3,512,000 is hereby authorized to cover revenue shortfalls in the General Fund for the Fiscal Year beginning July 1, 2016.

This ordinance shall take effect upon adoption.

I hereby certify the availability of General Fund Balance for this appropriation.

 Darrell V. Hill
 CFO/Director of Finance

$$x_1 = 1, x_2 = 2, x_3 = 3, x_4 = 4, x_5 = 5, x_6 = 6, x_7 = 7, x_8 = 8, x_9 = 9, x_{10} = 10$$

ITEM# 22

ON AGENDA



Luke A. Bronin
Mayor

June 12, 2017

Honorable Thomas J. Clarke II, Council President, and
Members of the Court of Common Council
City of Hartford
550 Main Street
Hartford, CT 06103

RE: Defined Contribution Plan

Dear Council President Clarke:

Attached, for your consideration, please find an ordinance establishing the defined contribution pension plan design and other requirements for all non-union employees hired on or after July 1, 2017. The Court of Common Council authorized the development of this plan by ordinance dated January 23, 2017.

The attached ordinance includes the following design elements:

<i>Employee contribution:</i>	Not less than 3.0%
<i>Employer contribution:</i>	Not less than 3.0% with matching of employee contribution not-to-exceed 7.0%
<i>Employee vesting:</i>	Year one: 0%
	Year two: 20%
	Year three: 50%
	Year four: 80%
	Year five: 100%

Non-union employees hired on or after July 1, 2017 will have the option to participate in this defined contribution plan, as they do with the current defined benefit plan. Employees who choose to participate will be required to contribute a minimum of 3% of their salary to the plan with the ability to increase their contribution to the maximum amount allowed by the Internal Revenue Service. The City will match the employee's contribution up to a maximum of 7%. The defined contribution plan participants will gain a vested interest in the contributions of both the employee and the City in accordance with the schedule shown above.

As you are aware, the Pension Commission is required to administer all of the City's retirement plans and, in accordance with this requirement, will administer this defined contribution plan. The City Treasurer and members of my Administration are available to assist you in reviewing this ordinance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

Luke A. Bronin
Mayor

550 Main Street
Hartford, Connecticut 06103
Telephone (860) 757-9500
Facsimile (860) 722-6606

Introduced by:

Mayor Luke A. Bronin

HEADING
AND
PURPOSE

**AN ORDINANCE AMENDING CHAPTER 2A - PENSIONS, SECTION 2A-5,
SECTION 2A-6, AND SECTION 2A-25 OF THE HARTFORD MUNICIPAL CODE**

COURT OF COMMON COUNCIL,
CITY OF HARTFORD

June 12, 2017

Be It Hereby Ordained by the Court of Common Council of the City of Hartford that Chapter 2A, Section 2A-5, Section 2A-6, and Section 2A-25 of the Municipal Code of Hartford be amended as follows:

Article I. General Provisions

Sec. 2A-5. - Definitions.

As used in this chapter, the following terms shall have the meanings ascribed thereto below, unless, and then only to the extent, a subsequent definition specifically provides for a different meaning with respect to any such term within the context of a particular section or subsection.

- (1) " *Actual service* " shall consist, for purposes of establishing both vested (i.e. nonforfeitable) rights to, and eligibility to receive, any benefits provided herein which are conditioned upon the completion of such service, of the following:
- a. Any period or periods during which a member provided service to the city, library or board by working a full time schedule and for which a member has contributed the requisite portions of his or her earnings to the fund;
 - b. Any of those periods referenced in subsections (1)b.1 through 5 below, during which a member provided service to the city, library or board by working anything less than a full time schedule, and for which a member has contributed the requisite portions of his or her earnings to the fund, including:
 1. Periods of employment in a position in the unclassified service of the city for which the member has timely elected to receive credit for such service pursuant to the provisions of Ordinance Number 50-98;
 2. Periods of employment with the city during which a member worked at least twenty (20) hours a week and was represented for collective bargaining purposes by the Municipal Lawyers Association;
 3. Periods of employment during which a member is, or was, classified as a part time professional employee of the library;
 4. Periods of employment during which a member is, or was, classified as a part

- time employee of the board; and
5. Periods of employment after returning from maternity or paternity leave, so long as the member worked a full time schedule immediately prior to such leave and subsequently returned to full time employment, provided that the member was eligible for, and timely elected to receive, credit for such service pursuant to the provisions of Ordinance No. 18-03.
 - c. Any period or periods of qualified USERRA service as defined in section 2A-7, regardless of whether a member has purchased or otherwise elected to receive USERRA credit pursuant to section 2A-7(d); and
 - d. Any period or periods during which an employee received weekly payments representing income replacement under the Workers' Compensation Act.
- (2) A member's "*basic weekly pay*" shall mean the gross wages that a member would be paid per week based upon the rate of pay used to calculate the lump sum amounts paid to a member on account of accrued vacation and sick time upon his or her termination of employment.
- (3) A "*break-in-service*" results from any absence, without pay, which lasts more than ninety (90) consecutive days, unless:
- a. The break-in-service is longer than the period of the employee's prior service, and the member applies for, and is granted, a leave of absence, by the Hartford Court of Common Council;
 - b. The break-in-service is equal to or less than the period of the employee's prior service, and the member applies for, and is granted, a leave of absence by the Pension Commission, provided that an employee whose request for a leave of absence has been denied by the Pension Commission shall have the right, within thirty (30) days of the denial, to apply to the Court of Common Council, which shall make a de novo determination of the employee's request for a leave of absence;
 - c. The absence is caused by a disability that routinely requires the regular attendance of a physician;
 - d. The member was receiving weekly payments representing income replacement under the Worker's Compensation Act during the period of absence; or
 - e. The absence resulted from the member's provision of qualified USERRA service as defined in section 2A-7(a), and, after completing that service, the member returned immediately to city, library or board employment.
- (4) "*Continuous service*" shall refer to any period of actual service that is not interrupted by a break-in-service.
- (5) "*Creditable accrued sick time*" shall mean that period of time commencing with the member's effective date of retirement, for which such member would continue to receive his or her basic weekly pay if such member were to receive amounts paid thereto for accrued sick time upon his or her termination of employment on a weekly basis, as opposed to in a lump sum, without regard to whether any days in such time period are or have been designated holidays for active employees.
- (6) "*Creditable accrued vacation time*" shall mean that period of time between the day following a member's last day of work and the date upon which such member's last day of

work would have occurred had such member remained an active employee and received payments for his or her accrued vacation on a weekly basis, as opposed to a lump sum basis, both dates inclusive.

- (7) "*Creditable accrued vacation and sick time*" shall mean the sum of a member's creditable accrued vacation time and creditable accrued sick time.
- (8) "*Creditable actual service*" shall include all actual service except: (1) periods of qualified USERRA service for which the member has not purchased or received USERRA credit pursuant to section 2A-7(d); and (2) periods of absence in excess of ninety (90) days, even if such absences do not constitute a break in service for purposes of determining continuity of service, if during such absence the member was receiving neither weekly payments representing income replacement under the Workers' Compensation Act nor earnings from which employee contributions are properly deducted pursuant to the provisions of this chapter.
- (9) A member's "*date of retirement*" shall be established by an application signed by both the member's appointing officer and either the mayor (or his or her designee), or the superintendent of schools (or his or her designee) for employees of the board of education. Payment of a member's retirement allowance shall be subject to the approval of the pension commission as to the member's eligibility and the amount of his or her allowance.
- (10) *Employee references.* For purposes of this chapter, the following terms shall be utilized in referencing employees.
 - a. "*NBU-GG employees*" shall refer to those nonbargaining unit general government employees of the city who are not: (a) sworn police officers or firefighters, (b) board employees, or (c) library employees, who are members of the fund.
 - 1. "*Pre-2011 NBU-GG employees*" shall refer to those NBU-GG employees whose initial date of hire with the City is before January 1, 2011.
 - 2. "*Post-2011 NBU-GG employees*" shall refer to those NBU-GG employees whose initial date of hire with the City is on or after January 1, 2011.
 - 3. "*Post-2017 NBU-GG employees*" shall refer to those NBU-GG employees whose initial date of hire with the City is on or after July 1, 2017.
 - b. "*CWA employees*" shall refer to those employee members of the fund who are represented for collective bargaining purposes by the Communication Workers of America.
 - c. "*CHPEA employees*" shall refer to those employee members of the fund who are represented for collective bargaining purposes by the City of Hartford Professional Employees' Association.
 - 1. "*Pre-1997 CHPEA employees*" shall refer to those CHPEA employees who were hired into the CHPEA bargaining unit before October 1, 1997.
 - 2. "*Post-1997 CHPEA employees*" shall refer to those CHPEA employees hired into the bargaining unit on or after October 1, 1997 but before June 23, 2003.
 - 3. "*2003 CHPEA employees*" shall refer to those CHPEA employees whose initial date of employment with the city is on or after June 23, 2003.
 - d. "*HMEA employees*" shall refer to those employee members of the fund who are

represented for collective bargaining purposes by the Hartford Municipal Employees' Association ("HMEA").

1. *"Post-2003 HMEA employees"* shall refer to those HMEA employees whose initial date of hire with the city is on or after July 1, 2003.
 2. *"Pre-2003 HMEA employees"* shall refer to those HMEA employees whose initial date of hire with the city is before July 1, 2003.
 3. *"ISD HMEA employees"* shall refer to those members of the fund to whom all of the following criteria apply:
 - (i) Where HMEA employees, employed in the city's former Information Services Department ("ISD"), immediately prior to their layoff or retirement from city employment;
 - (ii) Whose job duties in the ISD were transferred to the city's Metro Hartford Information Services Department ("MHIS");
 - (iii) Were not offered comparable employment in MHIS within twenty-four (24) months following their layoff or retirement;
 - (iv) Whose last day worked with the city due to subsection (ii), above was between the dates of July 1, 2002 and May 30, 2003; and
 - (v) Are currently receiving a retirement allowance from the fund as of June 9, 2008, the date on which the court of common council adopted a resolution affirming the terms of a settlement agreement between HMEA and the city.
- e. *"MLA employees"* shall refer to those employee members of the fund who are represented for collective bargaining purposes by the City of Hartford Municipal Lawyers' Association.
- f. *"NBU-P/F employees"* shall refer to those employee members of the fund who are sworn police officers not represented for collective bargaining purposes by the Hartford Police Union and those employee members of the fund who are firefighters who are not represented for collective bargaining purposes by Local 760, International Association of Firefighters.
1. *"Pre-1997 NBU-P/F employees"* shall refer to those NBU-P/F employees who were employed as sworn police officers or firefighters before December 31, 1996.
 2. *"Post-1997 NBU-P/F employees"* shall refer to those NBU-P/F employees who were employed as sworn police officers or firefighters on or after December 31, 1996 but before January 1, 2011.
 3. *"2011 NBU-P/F employees"* shall refer to those NBU-P/F employees whose initial date of hire with the City is on or after January 1, 2011.
- g. *"HPU sworn officers"* shall refer to those employee members of the Fund who are sworn police officers represented for collective bargaining purposes by the Hartford Police Union.
1. *"Post-1999 HPU sworn officers"* shall refer to those HPU sworn officers hired after July 1, 1999.

2. " *Pre-1999 HPU sworn officers* " shall refer to those HPU sworn officers hired on or before July 1, 1999.
- h. " *HPU non-sworn employees* " shall refer to those employee members of the Fund who are not sworn police officers but are represented for collective bargaining purposes by the Hartford Police Union.
- i. " *Local 760 employees* " shall refer to those employee members of the Fund who are represented for collective bargaining purposes by Local 760, International Association of Firefighters.
 1. " *Post-2003 Local 760 employees* " shall refer to those Local 760 employees hired into the bargaining unit on or after July 1, 2003.
 2. " *Pre-2003 Local 760 employees* " shall refer to those Local 760 employees hired into the bargaining unit before July 1, 2003.
- j. " *SCGA employees* " shall refer to those employee members of the fund who are represented for collective bargaining purposes by the School Crossing Guards' Association.
- k. " *NBU-HPL employees* " shall refer to those nonbargaining unit employees of the library who are members of the fund.
- l. " *Local 1716-HPL employees* " shall refer to those employees of the library who are represented for collective bargaining purposes by Local 1716 who are members of the fund.
- m. " *NBU-BOE employees* " shall refer to those nonbargaining unit employees of the board who are members of the fund.
- n. " *Local 78 employees* " shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 78, Hartford Schools Support Supervisors.
- o. " *Local 82 employees* " shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 82, Hartford Education Support Personnel.
- p. " *Local 818 employees* " shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 818, Building and Grounds Supervisors.
- q. " *Local 1018A/B employees* " shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 1018A/B, Hartford Federation of School Health Professionals who are members of the fund.
- r. " *Local 1018C employees* " shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 1018C, Hartford Federation of School Secretaries.
- s. " *Local 1018D employees* " shall refer to those employee members of the Fund who are represented for collective bargaining purposes by Local 1018D, Hartford Federation of Corridor Supervisors.
- t. " *Local 2221 employees* " shall refer to those employee members of the Fund who are represented for collective bargaining purposes by Local 2221, Hartford

Federation of Paraprofessionals.

- u. "HFCDA-BOE" shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 1018F, AFT, AFL-CIO.
- (11) A member's " *effective date of retirement* " shall be the day after the period of time following such member's last day of work which is equal to his or her creditable accrued vacation time.
- (12) A member's " *final average pay* " shall be based upon his or her gross earnings only to the extent that: (1) the provisions of this chapter specifically provide for his or her final average pay to be calculated in that manner; and (2) such final average pay is calculated in accordance with subsection (14). Unless, and then only to the extent, this chapter provides that a member's final average pay is to be based upon his or her gross earnings over a stated period of time, a member's final average pay shall not include any amounts paid to such member upon or by reason of his or her termination of employment either for accrued sick time or as a severance payment.
- (13) The " *final average pay period* " for each member shall mean those total number of such member's final years of service from which some subset thereof is to be used for purposes of determining such member's final average pay. Thus, for example, if a member is entitled to have his or her pension benefit calculated on the basis of his or her highest two (2) of his or her last five (5) years of gross earnings, then such member's final average pay period is such five (5) year period. Except as otherwise provided in subsection (14) below, a member's final average pay period shall end on the day prior to his or her effective date of retirement.
- (14) Commencing on August 1, 1993, a member's " *gross earnings* " with respect to any year of service shall mean and include all amounts payable by the city directly to such member for services rendered by such member to the city (including, but not limited to, any and all of its agencies, commissions, boards, offices and departments) within such time period which amounts shall include, but not necessarily be limited to, such member's basic salary, payments for or in lieu of overtime, longevity pay, and retroactive pay increases, as and to the extent each is attributable to such services, but, except as provided in this subsection below, shall not include either any amounts paid for services rendered in some other time period or any payments made to a member upon and by reason of his or her termination of employment (including, but not limited to any and all severance payments and lump sum payments for accrued vacation and sick time).
- Calculation of gross earnings.* Commencing on August 1, 1993, any member whose final average pay is based upon his or her gross earnings over a stated period of time shall have his or her gross earnings adjusted to account for any lump sum payments made to such member for accrued vacation and sick time upon his or her termination of employment by, and only by, adjusting such member's final average pay period such that the last day of that period corresponds to what such member's last day of work would have been had such member continued to work beyond his or her actual last day of work for that period of time equal to his or her creditable accrued vacation and sick time; providing however, that nothing herein shall be construed to permit or require the adjustment of the length of time included within a member's final average pay period. Thus, expressed as a formula, and subject to the foregoing provisos, a member whose final average pay is based on gross

earnings shall have his or her final average pay period adjusted as follows:

Last day of final average pay period	=	Last day of work	+	Creditable accrued vacation and sick time
--------------------------------------	---	------------------	---	---

- (15) Commencing on August 1, 1993, a member's "*last day of work*" prior to retirement shall be that date designated by the city as the last day on which he or she was expected to provide services to the city, which, in any case, shall not include any period of time that an employee is carried on the city's books and records as an employee to account for the lump sum payment of accrued vacation time to such member in connection with his or her termination of employment with the city. A member's bona fide absence from work on any date under and in accordance with the city's personnel rules and/or such member's collective bargaining agreement, as applicable, shall not be considered a basis for determining that such member was not expected to provide services to the city on such date.
- (16) "*Member*" shall mean an individual who, by virtue of his or her employment with the city, library or board:
- Is, or was, eligible to participate in the fund;
 - Has in fact participated in the fund by satisfying applicable employee contributions; and
 - Is either: (1) receiving an allowance provided hereunder; (2) eligible to receive an allowance provided hereunder at some future date certain; (3) continuing to provide employee contributions to the fund as provided hereunder; or (4) no longer providing employee contributions but has not withdrawn such contributions pursuant to the terms hereof.
- (17) "*Qualified surviving spouse*" shall mean the surviving spouse of a member who shall have been married to the member prior to his or her retirement, which, for purposes of this definition only, shall be deemed to mean the date of termination of active employment, including any service attributable to creditable accrued vacation time.

Sec. 2A-6. - Contributions.

- (a) *City contributions.* The city shall pay annually into the fund such proportion of the pay of all members employed by the city, library or board as may be determined from time to time by the pension commission on sound actuarial principles to be necessary in addition to the contributions by members to provide future pensions based on service rendered by members. The pension commission shall make a complete actuarial study of the experience of the retirement system established by this chapter at intervals of no more than five (5) years and shall thereupon readjust the contributions to be made by the city.

Section 401(a) Plan City contributions. The city shall pay annually into the designated

account an amount equal to the proportion of pay contributed by each participating Post-2017 NBU-GG member, provided that each participating Post-2017 NBU-GG member shall contribute a minimum of three percent (3.0%) of the salaried compensation of the participating employee, and further provided that the city contribution shall not exceed seven percent (7.0%) of the salaried compensation of the participating employee.

- (b) *Employee contributions.* Employees participating in the fund shall contribute to the fund in the amounts and manner as may hereafter be required in this chapter.

(1) *Section 414(h)(2) pickup plan—The City of Hartford pickup of mandatory retirement contributions to the fund.* The city hereby establishes a 414(h)(2) pickup plan (the "plan") under section 414(h)(2) of the Internal Revenue Code (the "code") subject to and in accordance with the terms set forth in this subsection (b)(1). The purpose of the plan is to enable certain employees' mandatory contributions to the fund to be made in such a manner that the value of such contributions are neither subject to the payment of federal income taxes until such contributions are distributed to such employees, nor withholding of such taxes when such contributions are made, all as and to the extent permitted by the code. The employee contributions of those members who are expressly identified as "414(h)(2) plan participants" shall be governed by this subsection (b)(1).

- a. "414(h)(2) plan participants" shall refer to: CHPEA employees; CWA employees; HMEA employees; HPU sworn officers; HPU non-sworn employees; Local 78 employees; Local 760 employees; Local 1716-HPL employees; MLA employees; NBU-BOE employees; NBU-GG employees; NBU-HPL employees; and NBU-P/F employees.
- b. The city shall pick up and pay all contributions which are required to be made to the fund by section 414(h)(2) plan participants in respect of earnings earned by such employees. Nothing herein shall relieve any employee from any obligation to make any contributions to the fund, it being the intent and effect hereof instead, that the city shall simply pay each 414(h)(2) plan participant's contributions to the fund in lieu of such employee paying such contributions.
- c. In consideration of the city's picking up such contributions, section 414(h)(2) plan participants shall have their earnings reduced by an amount equal to the contributions so picked up by the city. Additionally, 414(h)(2) plan participants shall not have the option of electing to receive their pension contributions directly rather than having such amounts paid by the city to the fund. Other than for federal income tax and withholding purposes, however, all employee pension contributions so picked up by the city on behalf of any employee shall be considered to be included in such employee's annual gross salary and shall for all purposes of this chapter and the fund be deemed to be included in such employee's earnings and otherwise be treated in the same manner and to the same extent as employee pension contributions made prior to January 10, 1993.
- d. Notwithstanding anything set forth in section 2A-4 or any other provision of this chapter, to the contrary: (1) on or after January 10, 1993, each and every NBU-GG employee who is a member of the unclassified service also shall be a member of the fund, unless (i) he or she has elected not to be a member of such fund prior

to said date, or (ii) if he or she becomes a member of the unclassified service after January 10, 1993, he or she elects not to be a member of such fund within thirty (30) days of becoming a member of such service; and (2) any election not to be a member of the fund which is made by, or is effective with respect to, any nonbargaining unit employee who is a member of the unclassified service on or after January 10, 1993 shall be irrevocable, unless (and then, only to the extent) he or she becomes a classified employee, in which case, he or she shall thereby become a member of such fund.

- e. Notwithstanding anything set forth in section 2A-4 or any other provision of this chapter, to the contrary, all members of any collective bargaining unit (whether classified or unclassified) whose collective bargaining agreement provides for the implementation of a 414(h)(2) plan, and who otherwise are eligible to participate in the fund, shall be members of such fund.
- f. Notwithstanding anything set forth in this subsection (b)(1), or in any other provisions of this chapter to the contrary, any member of the fund who makes contributions pursuant to the provisions of section 2A-7 or section 2A-8 shall not have such amounts picked up by the city pursuant to these provisions.

(2) Section 401(a) pickup plan—The City of Hartford pickup of mandatory retirement contributions to the plan. The city hereby establishes a 401(a) pickup plan (the "401(a) plan") under section 401(a) of the Internal Revenue Code subject to and in accordance with the terms set forth in this subsection (b)(2). The purpose of the 401(a) plan is to enable certain employees' mandatory contributions to the plan to be made in such a manner that the value of such contributions are neither subject to the payment of federal income taxes until such contributions are distributed to such employees, nor withholding of such taxes when such contributions are made, all as and to the extent permitted by the Internal Revenue Code. The employee contributions of those members who are expressly identified as "401(a) plan participants" shall be governed by this subsection (b)(2).

- a. "401(a) plan participants" shall refer to: Post-2017 NBU-GG employees.
- b. The city shall pick up and pay all contributions which are required at a minimum of three percent (3.0%) of salaried compensation to be made to the plan by section 401(a) plan participants in respect of earnings earned by such employees. Nothing herein shall relieve any employee from any obligation to make any contributions to the fund, it being the intent and effect hereof instead, that the city shall simply pay each 401(a) plan participant's contributions to the fund in lieu of such employee paying such contributions.
- c. In consideration of the city's picking up such contributions, section 401(a) plan participants shall have their earnings reduced by an amount equal to the contributions so picked up by the city. Additionally, 401(a) plan participants shall not have the option of electing to receive their pension contributions directly rather than having such amounts paid by the city to the fund. Other than for federal income tax and withholding purposes, however, all employee pension contributions so picked up by the city on behalf of any employee shall be

considered to be included in such employee's annual gross salary and shall for all purposes of this chapter and the plan be deemed to be included in such employee's earnings.

- d. Notwithstanding anything set forth in section 2A-4 or any other provision of this chapter, to the contrary: (1) on or after July 1, 2017, each and every NBU-GG employee who is a member of the unclassified service also shall be a member of the plan, unless (i) he or she has elected not to be a member of such plan, or (ii) if he or she becomes a member of the unclassified service after July 1, 2017, he or she elects not to be a member of such fund within thirty (30) days of becoming a member of such service; and (2) any election not to be a member of the plan which is made by, or is effective with respect to, any nonbargaining unit employee who is a member of the unclassified service on or after July 1, 2017 shall be irrevocable, unless he or she becomes a classified employee, in which case, he or she shall thereby become a member of such fund.
- e. Notwithstanding anything set forth in this subsection (b)(2), or in any other provisions of this chapter to the contrary, any member of the plan who makes contributions pursuant to the provisions of section 2A-8 shall not have such amounts picked up by the city pursuant to these provisions.

[(2)] (3) *Participation in section 125 plan.* Notwithstanding any other provisions of this chapter to the contrary, whenever any contributions to the fund by any member are required to be made based upon a percentage of the employee's earnings on which Social Security taxes are paid (hereinafter "Social Security wages"), or any member's pension benefits are based upon such member's Social Security wages, and in either event, such member is or was a participant in any plan offered by the city under section 125 of the Internal Revenue Code (the "code") or any like provisions of the code whereby the employee's earnings on which Social Security taxes are paid, are or were reduced by such employee's contributions under such plan (hereinafter, a "pre-tax benefit plan"), such contributions shall be made and such benefits shall be provided in the same amounts and in the same manner as if such member was not a participant in such pre-tax benefit plan; it being the intent hereof that any member's participation in a pre-tax benefit plan shall not have any effect on the timing and amounts of such member's contributions to or benefits from the fund. Without limiting the generality of the foregoing, any member who participates in a pre-tax benefit plan whose contributions to the fund are calculated based upon such member's Social Security wages shall contribute to the fund in those amounts and in that manner such that (i) such member's Social Security wages shall be deemed to include any amounts not subject to taxation by reason of such member's participation in such pre-tax benefit plan, and (ii) any increased contributions which otherwise are required to be made by such member in any given year on the balance of such member's earnings on which Social Security taxes are not paid (hereinafter, "excess wages"), shall commence only when such member has earned that amount when, but for such member's participation in a pre-tax benefit plan, such member otherwise would be required to begin making such increased

contributions, but thereafter shall be made in respect of the total of such member's Social Security wages and his or her excess wages. Additionally, if any member's pension benefits are based upon such member's final average pay and/or Social Security wages, such pay and wages shall include any amounts not subject to taxation by reason of such member's participation in a pre-tax benefit plan.

[(3)] (4) *Interest on employee contributions.* Interest on employee contributions shall be credited to members only, if at all, to the extent as may hereafter be provided in this chapter.

[(4)] (5) *Refund of employee contributions.* Section 2A-6(b)(4) employees shall have their employee contributions to the fund refunded as provided hereunder.

- a. "Section 2A-6(b)(4) employees" shall mean: CWA employees; CHPEA employees; HMEA employees; HPU non-sworn employees; Local 78 employees; Local 82 employees; Local 818 employees; Local 1018A/B employees; Local 1018C employees; Local 1018D employees; Local 1716-HPL employees; Local 2221 employees; MLA employees; NBU-BOE employees; NBU-GG employees; NBU-HPL employees; those NBU-P/F employees who have elected to receive NBU-GG benefits pursuant to section 2A-30; and SCGA employees.
- b. Upon separation from city service, the interest and contributions credited to a section 2A-6(b)(4) employee are payable to that employee except that no such payment will be made to an employee granted a normal, early or disability retirement allowance.
- c. In case of the death of a member before his or her rights to and/or interests in any normal or early retirement allowance have vested, or in the case of the death of the member and, as applicable, his or her qualified surviving spouse, after the member's rights to and/or interests in any normal or early retirement allowance have vested but before any such allowance has been paid to the member or his or her surviving spouse, the interest and contributions credited to the subject employee are payable to the beneficiary or beneficiaries, if any, named by such member. In case of the death of a member and, as applicable, his or her qualified surviving spouse, after the member or his or her qualified surviving spouse has commenced receiving a retirement allowance provided hereunder, the contributions credited to the subject employee, less any retirement allowance paid to the member or a qualified surviving spouse, are payable to the beneficiary or beneficiaries, if any, named by such member.

If no named beneficiaries survive the member, or the qualified surviving spouse of the member and his or her spouse or domestic partner, payment shall be made to the executors or administrators of such member or his or her qualified surviving spouse, as the case may be, except that, if the amount is less than one thousand dollars (\$1,000.00), the refund may be made, at the option of the pension commission, in accordance with the terms of section 45-266 of the General Statutes or any amendment thereto.

- d. All payments of interest and/or contributions provided hereunder shall be made upon request to, and order of, the pension commission. If no request is made

within ten (10) years, such interest and/or contributions shall revert to the fund.

Sec. 2A-25. - NBU-GG provisions.

- (a) The pension rights and benefits of NBU-GG employees enumerated in Chapter 2A, Article I shall include those rights and benefits enumerated below in this section.
- (b) Definitions. As used in this section, the following terms shall have the meanings ascribed thereto below.

- (1) "*Final average pay*" for all NBU-GG employees shall equal the average gross earnings for the highest five (5) of the last ten (10) years' gross earnings, unless the employee had previously elected to have his or her average pay computed on the basis of the employee's highest two (2) of the last five (5) years of his or her gross earnings as provided in this subsection (b)(1) below.

Alternate final average pay election. Commencing July 1, 1988, any NBU-GG employee may elect to have his or her final average pay equal the average gross earnings for the highest two (2) of the last five (5) years of his or her gross earnings. Any NBU-GG employee who elects to have his or her final average pay computed on the basis of the employee's highest two (2) of the last five (5) years of his or her gross earnings shall make such election by filing a notice thereof with the City treasurer on or before November 1, 1988, or within thirty (30) days of his or her commencement of employment as a NBU-GG employee, whichever is later.

- (2) *Year(s) of creditable service.*

- a. For purposes of calculating the amount of any retirement allowance that is based upon the provision of a specified percentage of final average pay for each year of creditable service, a Pre-2011 NBU-GG employee's year(s) of creditable service may include:
 - 1. Creditable actual service;
 - 2. Transferred service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of section 2A-8(a)(1);
 - 3. Sick exchange credit, to the extent the employee is otherwise required to make such exchange pursuant to the provisions of section 2A-8(a)(3);
 - 4. Prior military service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of section 2A-8(a)(2) and provided that the employee has submitted written notice to the pension commission of his or her election to do so by January 1, 1985, or within one (1) year of the member's employment, whichever is later; and
 - 5. Qualified non-City service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of section 2A-8(a)(4) and provided that the employee has submitted written notice to the pension commission of his or her election to do so by December 31, 1999, or within one (1) year of his or her employment, whichever is later.
 - 6. Qualified Hartford Economic Development Commission service, to the

extent the employee is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(5) and provided that the employee has submitted written notice to the Pension Commission of his or her election to do so by April 30, 2007, or within one (1) year of his employment, whichever is later.

- b. For purposes of calculating the amount of any retirement allowance that is based upon the provision of a specified percentage of final average pay for each year of creditable service, a Post-2011 NBU-GG employee's and Post-2017 NBU-GG employee's year(s) of creditable service may include:
1. Creditable actual service;
 2. Transferred service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of section 2A-8(a)(1);
 3. Prior military service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of section 2A-8(a)(2) and provided that the employee has submitted written notice to the pension commission of his or her election to do so by January 1, 1985, or within one (1) year of the member's employment, whichever is later; and
 4. Qualified non-City service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of section 2A-8(a)(4) and provided that the employee has submitted written notice to the pension commission of his or her election to do so by December 31, 1999, or within one (1) year of his or her employment, whichever is later.
 5. Qualified Hartford Economic Development Commission service, to the extent the employee is otherwise entitled to have such service credited pursuant to the provisions of Section 2A-8(a)(5) and provided that the employee has submitted written notice to the Pension Commission of his or her election to do so by April 30, 2007, or within one (1) year of his employment, whichever is later.

(c) Employee contributions.

- (1) *Final average pay based upon the highest five (5) of the last ten (10) years of service.*
NBU-GG employees whose final average pay is based upon the highest five (5) of the last ten (10) years of service shall contribute to the fund a total of four percent (4%) of the employee's earnings on which Social Security taxes are paid and seven percent (7%) on the balance of the employee's earnings. Effective the pay period beginning July 5, 2009 (pay date July 24, 2009), NBU-GG employees shall contribute to the fund a total of five percent (5%) of the employee's earnings on which Social Security taxes are paid and eight percent (8%) on the balance of the employee's earnings. Effective the first pay period in January 2014, NBU-GG employees who have not exercised the Alternate Final Average Pay election shall contribute to the fund a total of six and one-half percent (6½%) of the employee's earnings on which Social Security taxes are paid and nine and one-half percent (9½%) on the balance of the employee's earnings.

- (2) *Final average pay based upon the highest two (2) of the last five (5) years of service.*

NBU-GG employees whose final average pay is based upon the highest two (2) of the last five (5) years' gross earnings shall contribute to the fund five percent (5%) of the employees' earnings on which Social Security taxes are paid and eight percent (8%) on the balance of the employee's earnings. Effective the pay period beginning July 5, 2009 (pay date July 24, 2009), this classification of NBU-GG employees shall contribute to the fund a total of six percent (6%) of the employee's earnings on which Social Security taxes are paid and nine percent (9%) on the balance of the employee's earnings. Effective the first pay period in January 2014, NBU-GG employees having exercised the Alternate Final Average Pay election shall contribute to the fund a total of seven and one-half percent (7½%) of the employee's earnings on which Social Security taxes are paid and ten and one-half percent (10½%) on the balance of the employee's earnings. Post-2017 NBU-GG employees shall contribute to the 401(a) plan an amount equal to a minimum of three percent (3.0%) of the salaried compensation of the participating employee.

- (1) Section 414(h)(2) plan participants. NBU-GG employee contributions to the fund are picked up by the City pursuant to section 2A-6(b)(1), and each NBU-GG employee's earnings for each pay period are reduced by an amount equal to his or her contributions so picked up by the City pursuant to that section.
- (2) Section 401(a) plan participants. Post-2017 NBU-GG employee contributions to the fund are picked up by the City pursuant to section 2A-6(b)(1), and each NBU-GG employee's earnings for each pay period are reduced by an amount equal to his or her contributions so picked up by the City pursuant to that section.

[(2)] (3) Interest on contributions. Effective July 1, 1980, the City will credit to a NBU-GG employee's contributions to the fund three percent (3%) interest on such contributions in the fund on June 30, 1979. Commencing July 1, 1981, and each July 1st thereafter, pension contributions and any interest credited as of the previous year's June 30th will be credited with three percent (3%) interest.

[(3)] (4) Refund of contributions. NBU-GG employees may have their contributions refunded in accordance with subsection 2A-6(b)(4).

- (d) Vesting. [A] All Pre-2011 NBU-GG employee's rights to and/or interests in any normal or early retirement allowance shall vest upon completion of five (5) years' continuous service, regardless of age. The survivor benefits herein provided with respect to any normal or early retirement shall attach to the vesting privilege, but shall be payable only at such time as the member becomes eligible, or, in the case of a deceased member, would have become eligible, for an allowance under the member's normal or early retirement provisions.

All Post-2017 NBU-GG employee's rights to and/or interests in any normal or early retirement allowance shall vest upon completion of the following schedule of continuous years of service, regardless of age:

Year one (1):	zero percent (0.0%)
Year two (2):	twenty percent (20.0%)

Year three (3): fifty percent (50.0%)

Year four (4): eighty percent (80.0%)

Year five (5): one hundred percent (100.0%)

The survivor benefits herein provided with respect to any normal or early retirement shall attach to the vesting privilege, but shall be payable only at such time as the member becomes eligible, or, in the case of a deceased member, would have become eligible, for an allowance under the member's normal or early retirement provisions.

Any NBU-GG employee's rights to and/or interests in receiving any normal or early retirement allowance, and any surviving spouse's rights to and/or interests in receiving a survivor's allowance, from the fund shall be subject to and remain contingent upon the member's, and, as applicable, his or her qualified surviving spouse's, leaving the member's contributions in the fund and otherwise satisfying all of the eligibility requirements for any normal, early or survivor's allowance. Likewise, any normal or early retirement allowance or survivor's allowance that is or may become payable to any such member and/or his or her qualified surviving spouse, if any, shall be paid under and in accordance with the member's normal or early retirement, or survivor's, allowance provisions, as applicable.

(e) Normal retirement. There shall be a normal retirement allowance for eligible NBU-GG employees.

(1) Normal retirement eligibility.

- a. Pre-2011 NBU-GG employees shall be eligible for a normal retirement allowance upon completing twenty (20) years of actual service, or upon attaining age sixty (60) and completing at least five (5) years of continuous service.

Alternate normal retirement eligibility. A Pre-2011 NBU-GG employee may elect to retire without reduction of benefits after fifteen (15) years of continuous service provided such employee elects to leave his or her contributions in the fund until the date on which he or she would have first become eligible for a normal retirement allowance, at which time he or she shall receive a retirement allowance calculated on the same basis described below for a normal retirement allowance.

- b. Post-2011 NBU-GG employees and Post-2017 NBU-GG employees shall be eligible for a normal retirement allowance upon attaining age fifty-five (55) and completing twenty (20) years of actual service, or upon attaining age sixty-two (62) and completing at least five (5) years of continuous service.

(2) Normal retirement allowance.

- a. The normal retirement allowance for Pre-2011 NBU-GG employees shall amount to two and one-half (2.5%) percent of final average pay for each whole year of creditable service to a maximum of eighty (80%) percent of final average pay.
- b. The normal retirement allowance for Post-2011 NBU-GG employees shall amount to one and three-quarters (1.75%) percent of final average pay for each whole year of creditable service to a maximum of eighty (80%) percent of final average pay.
- c. Employees who retire on or after June 1, 2014 shall be paid accrued vacation leave and any sick leave remaining after mandatory sick exchange in accordance

with Section 2A-8(a)(3) of the Code, to which the employee may be entitled, as a lump sum payment. Any vacation time lump sum payment shall not be used to increase the employee's years of creditable service and any vacation and/or sick time lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance. The effective date of retirement shall be the day immediately following the employee's last day of work. This Paragraph shall apply prospectively and shall not apply to any employee on vacation run-out on the effective date of the ordinance.

(f) *Early retirement.* There shall be an early retirement allowance for eligible NBU-GG employees.

(1) *Early retirement eligibility.* NBU-GG employees shall be eligible for an early retirement allowance upon attaining age fifty-five (55) and completing at least five (5) years of continuous service.

(2) *Early retirement allowance.*

- a. The early retirement allowance for Pre-2011 NBU-GG employees shall be based on the normal retirement allowance formula but reduced by four (4%) percent for each whole year the employee retires short of age sixty (60).
- b. The early retirement allowance for Post-2011 NBU-GG employees shall be based on the normal retirement allowance formula but reduced by four (4%) percent for each whole year the employee retires short of age sixty-two (62).
- c. Employees who retire on or after the June 1, 2014 will be paid accrued vacation leave and any sick leave remaining after mandatory sick exchange in accordance with Section 2A-8(a)(3) of the Code, to which the employee may be entitled, as a lump sum payment. Any vacation time lump sum payment shall not be used to increase the employee's years of creditable service and any vacation and/or sick time lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance. The effective date of retirement shall be the day immediately following the employee's last day of work. This Paragraph shall apply prospectively and shall not apply to any employee on vacation run-out on the effective date of the ordinance.

(g) *Disability retirement.* NBU-GG employees shall be entitled to those disability retirement allowances provided in section 2A-11 to the extent eligible thereunder.

(h) *Survivorship.* NBU-GG employees shall be entitled to those survivorship allowances provided in section 2A-12 to the extent eligible thereunder.

(i) *Voluntary Retirement Incentive Program (VRIP)* for NBU-GG employees whose last day of Work is December 31, 2010.

- (1) For purposes of this subsection an "eligible NBU-GG employee" refers to a vested Non-Bargaining Unit General Government (NBU-GG) employee, a vested Non-Bargaining Unit Police or Fire (NBU-P/F) employee, who in accordance with the provisions of Section 2A-30 has elected to receive non-bargaining pension benefits, and a vested non-bargaining unclassified general government employee who is a

member of the fund.

- (2) An eligible NBU-GG employee, who is eligible for a normal, alternate normal, or early retirement, on or before December 31, 2010, may elect one (1) of the following retirement incentive options:

OPTION 1:

Up to a maximum of three (3) years of City-paid health insurance under one (1) of the City's retiree health insurance plan options. The duration of such City-paid health insurance eligibility shall be dependent upon the employee's age. Such City-paid health insurance shall be provided only at the employee's current level of coverage (Individual, 2-Person, Family) as of July 1, 2010. Any spouse or dependent not currently covered under the employee's active health insurance plan cannot be added in the future, with the exception of the birth or adoption of a child who may be added to the retired employee's plan, provided, the retired employee pays one hundred (100%) percent of the difference between the new level of coverage (if applicable) and the level of coverage at the time of retirement. Such City-paid health insurance shall begin immediately upon the effective date of the employee's retirement and run continuously until the expiration of the eligibility period. Upon the employee or his or her spouse turning age sixty-five (65) while receiving City-paid health insurance, such City-paid health insurance shall cease for the employee or his or her spouse effective in the month in which he or she turns age sixty-five (65).

An employee who elects to retire under this VRIP, elects this Option 1, and is subsequently employed full-time by the City of Hartford or the Board of Education while receiving the City-paid health insurance, will immediately forfeit any right to receive or resume at any point such City-paid health insurance, or any portion thereof, that was provided under the VRIP.

OPTION 2:

The addition of up to four (4) years of additional pension service credit. Such service credit will be deemed actual service for purposes of determining the employee's eligibility for a normal retirement, for purposes of determining whether the employee is eligible to commence receiving a retirement allowance and for determining or calculating the employee's final average pay period, final average pay, and retirement allowance.

- (3) An eligible NBU-GG employee who is eligible for an alternate normal retirement by December 31, 2010, and elects to retire under the VRIP, shall be credited with up to four (4) years of additional service credit. Such service credit will be deemed actual service for purposes of determining the employee's eligibility for a normal retirement and for purposes of determining whether the employee is eligible to commence receiving a retirement allowance. (Examples: (A) An employee who has fifteen (15) years of continuous service will be credited with four (4) years of additional service credit, will be deemed to have nineteen (19) years of actual service and will be

eligible to commence receiving a retirement allowance after the passage of one (1) year; and (B) An employee who has sixteen (16) years of continuous service will be credited with four (4) years of additional service credit, will be deemed to have twenty (20) years of actual service and will be eligible for a Normal Retirement as set forth in Section 2A-25 (e) of the Code.

- (4) An eligible NBU-GG employee, who on or before December 31, 2010 has at least eleven (11) years of continuous service, but less than fifteen (15) years of continuous service, may elect to retire under this VRIP and be credited with up to four (4) years of "incentive service credit" for the sole purpose of establishing eligibility for an alternate normal retirement. The crediting of such "incentive service credit" shall not increase the employee's years of creditable service for purposes of calculating the employee's retirement allowance and shall not be included or utilized in any manner to determine or calculate the employee's final average pay period, final average pay, or retirement allowance. (Examples: (A) An employee with eleven (11) years of continuous service will be credited with four (4) years of "incentive service credit" and the employee will be deemed to have fifteen (15) years of continuous service solely for purposes of establishing eligibility for an alternate normal retirement, the employees' retirement benefits will be calculated based on eleven (11) years of service and any sick exchange credit, the employee will be eligible for sick exchange in accordance with Section 2A-8(a)(3), and may commence receiving a retirement allowance after the passage of five (5) years; and (B) An employee with thirteen (13) years of continuous service will be credited with two (2) years of "incentive service credit", the employee will be deemed to have fifteen (15) years of continuous service solely for purposes of establishing eligibility for an alternate normal retirement, the employees' retirement benefits will be calculated based on eleven (11) years of service and any sick exchange credit, the employee will be eligible for sick exchange in accordance with Section 2A-8(a)(3), and may commence receiving a retirement allowance after the passage of five (5) years.
- (5) Additional terms and conditions applicable to eligible NBU-GG employees electing to retire under this VRIP:
- a. An employee will receive any accrued vacation time, and any sick time remaining after any mandatory sick leave exchange in accordance with Section 2A-8(a)(3) of the Code, to which the employee may be entitled, as a lump sum payment. Employee pension contributions shall not be deducted from any such lump sum payment. Any vacation time lump sum payment shall not be used to increase the employee's years of creditable service and any vacation and/or sick time lump sum payment shall not be included or utilized in any manner in determining or calculating the employee's final average pay period, final average pay, and retirement allowance.
 - b. The employee's effective date of retirement shall be the day immediately following the employee's last day of work.
 - c. An employee who is eligible for an early retirement, and who elects to retire under this VRIP, shall be subject to any early retirement allowance reduction pursuant to Section 2A-25(f)(2) of the Code.

- d. This VRIP shall not apply to any employee whose last day worked was prior to September 24, 2010 and/or is currently on vacation run-out.
- e. An employee will be eligible for the benefits described in [subsection] (3) above only if the employee's fifteen (15) years of service are continuous, as required by Section 2A-5 of the Code. If an employee purchased one (1) or more years of pension service credit for time served in the United States Uniformed Services pursuant to Section 2A-7 of the Code, that service credit may not be used to establish the employee's eligibility to retire under this VRIP. However, said service credit may be used for purposes of determining the employee's retirement allowance if otherwise eligible to retire.
- f. The maximum allowable retirement allowance payable to an employee is set forth in Section 2A-25 (e) of the code.
- g. An employee's retirement allowance shall be calculated based upon the same percentage of final average pay for each whole year of the employee's credited service that otherwise would pertain to such employee,
- h. Any retirement allowance payable to any employee shall be subject to and paid in accordance with the provisions of Section 2A-15, "Section 415(m) Fund".
- i. An eligible NBU-GG employee who is eligible for a normal, alternate normal, or early retirement, or by operation of [subsection] (2), (3) or (4) above can become eligible for a normal or alternate normal retirement, who desires to retire under this VRIP, must elect to retire during the "window period" as set forth below.
- j. The "window period" for said election will commence on the Friday after the Court of Common Council adopts the ordinance establishing the VRIP and will end no later than the close of business thirty (30) days thereafter (in the event the thirtieth day falls on a non-business day, the window period shall end on the next business day).
- k. The employee last day worked with the City must be Friday, December 31, 2010 (the last day worked may not occur prior to such date). Notwithstanding the foregoing, in those situations where the retirement of such an employee would cause undue hardship to City operations, the Mayor may elect, except as in hardship cases as further defined below, to defer the employee's last day of work and subsequent retirement, thereby requiring the employee to work beyond December 31, 2010 in order to remain eligible for the benefits provided under the VRIP, provided such employee's last day of work must occur on or before June 30, 2011. A deferment must be requested in writing by the employee's Department Head or Chief Operating Officer (as applicable) no later than five (5) calendar days after the employee submits the VRIP election form referenced below. A copy of the request shall be provided to the employee. All deferment decisions will be made by the Mayor, in his sole discretion, and will be determined on a case by case basis, including any modification of the same in the event the mayor has determined that the employee has encountered unforeseeable circumstances between the date the employee submits the VRIP election form and the date determined by the Mayor to be the employee's last day of work. The Mayor shall advise the Department Head or Chief Operating

Officer within seven (7) calendar days, after receipt of the deferment request, whether the deferment request was granted, and if granted the date designated as the employee's last day of work. The Department Head or Chief Operating Officer shall notify the employee within three (3) calendar days of receiving the Mayor's deferment decision.

- l. The employee must submit his or her election in writing on the prescribed 2010 NBU-GG and Eligible NBU P/F Employees Voluntary Retirement Incentive Election Form to the Human Resources Department, with a copy to the Department Head or Chief Operating Officer (if the employee is the Department Head), by the close of business on the date set forth in j. above. The election form will include a commitment to an effective date of retirement of January 1, 2011, which commitment shall be irrevocable, provided, however; the Mayor may elect to defer such date as set forth in [subsection] k. above.
- m. The employee must file an application for retirement with the Pension Commission with a last day worked of Friday, December 31, 2010.

This ordinance shall be effective upon passage.

INTRODUCED BY
Thomas J Clarke II, Council President

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

Whereas, The West Indian Social Club has been in existence in Hartford since 1950, and is currently located at 3340 Main Street; and

Whereas, This year is the 55th West Indian Celebration Week in the City of Hartford; and

Whereas, The West Indian Celebration Week will occur August 4, 2017 through August 12, 2017; and

Whereas, During this week of celebration the West Indian Social Club hosts some of its event outdoors on property owned by the West Indian Social Club, and

Whereas, The West Indian Social Club would like to continue this tradition; now therefore, be it

Resolved, That the Court of Common Council authorize the West Indian Social Club to utilize the outdoor sound system on the following dates and times to further enhance its recognition and celebrations during the West Indian Celebration Week in the City of Hartford:

Tuesday, August 8, 2017 from 9:00 p.m. – 12:00 a.m.

Friday, August 11, 2017 from 9:00 p.m. - 1:00 a.m. and

Saturday August 12, 2017 from 9:00 p.m. - 1:00 a.m., and be it further

Resolved, That the outdoor sound system speakers shall be pointed toward the East subject to the permit from the Hartford Police Department; and be it further

Resolved, That this resolution applies only to the West Indian Social Club located at 3340 Main Street, Hartford, Connecticut and all other business, homes, residential units, and vendors are subject to the noise ordinance without exception.

INTRODUCED BY:
Council President Thomas J. Clarke II

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017

WHEREAS, The City of Hartford strongly believes in the investment in its parks and activities; to promote a stronger bond with its residents and surrounding communities through continued participation in quality of life activities such as golf; and

WHEREAS, The court of common council would like to not just continue these services but also improve its viability and participation with our surrounding regions; and

WHEREAS, The City of Hartford and Court of Common Council is particularly interested in the financial feasibility and sustainability coupled with overall people participation of the Keney and Goodwin Golf Courses to assess its investments made over time; and

WHEREAS, The Court of Common Council hereby is interested in the operation of the Keney and Goodwin Golf courses as it pertains to economic drive and active use of the facilities especially during the summer months of ongoing play time; now therefore be it

RESOLVED, That the Court of Common Council hereby requests monthly reports on The Goodwin and Keney Golf courses for this summer season beginning with April 17th, and quarterly reports in the off season. These reports should include a breakdown for each course as it pertains to cost of play and what is considered normal play, leagues and tournaments and a further breakdown as to Hartford residents and non-Hartford residents that are currently participating for this golf session.

INTRODUCED BY:
Council President Thomas J. Clarke II

COURT OF COMMON COUNCIL
City of Hartford, June 12, 2017.

RESOLVED, the Court of Common Council requests the Department of Development Services to provide a detailed list of all development projects including Housing ; and

Be It Further RESOLVED, The City of Hartford has the lowest home ownership rate in the state of 23%; the Council further requests a plan directly addressing home ownerships in the Capital City.

INTRODUCED BY:

Councilwoman Glendowlyn L.H. Thames

COURT OF COMMON COUNCIL

City of Hartford, June 12, 2017

WHEREAS, The need for quality affordable housing for mixed-income citizens throughout the City of Hartford's neighborhoods is critical for the city to be economically vibrant and sustainable; and

WHEREAS, In the past decade the City of Hartford has made significant investments to support the preservation and new production of quality affordable housing throughout our neighborhoods; and

WHEREAS, There currently lacks an inclusive comprehensive housing strategy that is transparent and goal oriented; now, therefore, be it

RESOLVED, The City Council desires to work with the administration on developing a city-wide inclusive comprehensive housing strategy by December 31, 2017 that supports the preservation and new production of affordable housing units that at a minimum incorporates the following elements:

- An analysis of existing housing stock that includes but not limited to, owner occupied, market rate, affordable housing and subsidized housing mapped across the city
- A comprehensive report on the city's investments in the preservation and new production of housing units within the last 10 years
- An analysis of the number of new production units the city has capacity for
- An analysis of current programs designed to increase the homeownership rate and preserve existing housing stock in the City of Hartford i.e. GAP Financing, House Hartford, Hartford Preservation Loan Fund etc.
- An analysis and recommendation on policies designed to increase the homeownership rate over the next 10 years
- A strategy that incorporates the city's Anti-Blight Ordinance improvements and encourages private sector investment into the soon to be established Land Bank
- A strategy that further expands and encourages private investments in housing rehabilitation
- A strategy that incorporates school communities in order to create vibrant, diverse neighborhoods throughout the city
- An analysis that determines measurable targets for increasing the homeownership rate as well as the productions of new units and preservation efforts and the level of investment the city would need to make to achieve those identified targets over the next 10 years.

INTRODUCED BY:

Councilwoman Glendowlyn L.H. Thames

COURT OF COMMON COUNCIL

City of Hartford, June 12, 2017

WHEREAS, The Hartford Board of Education is currently engaging in a process of a District-wide school redesign in order to provide a high-quality education for every student while also maximizing limited resources; and

WHEREAS, As part of this process there will be an analysis of the physical condition, building and capacity, and utilization of each school building; now, therefore, be it

RESOLVED, That the City Council encourages the Mayor and his administration to put together a work group within the next 30 days that comprises appropriate representatives from both the City of Hartford and the Hartford Board of Education in order to strategically think about and plan for the rehabilitation and repurposing of Hartford Public school buildings as part of a long term strategy to inform city budgetary planning and community and economic development. This work group shall provide regular updates to the Operations, Management, Budget and Government Accountability Committee.

INTRODUCED BY
Councilwoman rJo Winch
Council President Clarke

Court of Common Council
City of Hartford
June 12, 2017

Clay Arsenal Neighborhood Revitalization Zone (NRZ) Boundary Changes

- WHEREAS: The Clay Arsenal NRZ boundary changes were approved at a regularly monthly meeting on October 14, 2008, and
- WHEREAS: This area should be expanded due to new development near the down town area, and
- WHEREAS: This area should now also include areas south of Walnut on Huntley, Easterly along Interstate 84 to Pleasant Street, northeast on Pleasant Street to Windsor Street, north on Windsor Street to the current border of the NRZ, and southwest along the current border to Huntley and Walnut Streets, and
- WHEREAS: The above-mentioned areas are not serviced by any other NRZ and is contiguous with the Clay Arsenal NRZ, plans and development in this adjacent area which will also strongly impact both existing and future uses in the Clay Arsenal neighborhood, and
- WHEREAS: The Clay Arsenal neighborhood has great potential and want to be sure development in and around this neighborhood is represented by an NRZ and builds accordingly, and
- WHEREAS: It is the desire of the Clay Arsenal NRZ to assure that Clay Arsenal is connected to and not isolated from new developments put in and north of the Down Town area. Therefore, be it
- RESOLVED: That the Clay Arsenal NRZ is granted permission to include the above areas in their area of responsibilities effective the favorable passage of this resolution and a copy of this resolution be forwarded to Hartford 2000 for annotation into their records of NRZ boundaries within the city of Hartford.

INTRODUCED BY:
Councilwoman rJo Winch
Council President Clarke

COURT OF COMMON COUNCIL
City of Hartford
June 12, 2017

- Whereas,** The Sportsman's Athletic Club has been in existence in Hartford since 1963 by a group of cricket enthusiasts, located at 2976 Main Street, the West Indian Social Club has been in existence in Hartford since 1950 located at 3340 Main Street, and the New England District Grand Lodge #1 has been in existence in Hartford since 1967 located at 3363 Main Street; and
- Whereas,** This year is the 55th West Indian Celebration week in the City of Hartford; and
- Whereas,** The West Indian week celebration will occur August 6, 2017 thru August 12, 2017; and
- Whereas,** During this week of celebration the Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 will host part of their events outdoors on their property; and
- Whereas,** The Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 makes this request annually to continue their traditions; now therefore, be it
- Resolved,** That the Court of Common Council authorizes the Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 to utilize their outdoor sound systems on the following dates and times in recognition and celebration during the West Indian Celebration week in the City of Hartford:
- Tuesday, August 8, 2017 from 8:00 p.m. – 12:00 a.m.
 - Friday, August 11, 2017 from 8:00 p.m. – 12:00 a.m.
 - Saturday, August 12, 2017 8:00 p.m. – 12:00 a.m.; and be if further
- Resolved,** That the outdoor sound system speakers shall be pointed toward east as outlined in the City's noise ordinance which is subject to permit from the Hartford Police Department; and be if further
- Resolved,** That this resolution applies only to the Sportsman's Athletic Club located at 2976 Main Street, the West Indian Club located at 3340 Main Street, and the New England District Grand Lodge #1 located at 3363 Main Street, Hartford, Connecticut, on the dates indicated above and all other business, homes, residential units, and vendors are subject to the noise ordinance without exceptions.

