

Robert J. Paek

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
FEBRUARY 16, 2016

2016 FEB 11 A 11: 1-7

TOWN CLERK
EAST HARTFORD

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. February 2, 2016 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Pension Valuation and Investment Results Presentations:
 1. Segal Company: Pension Contributions for FY 2016-17
 2. 3D Asset Management: Discussion of the Town's Portfolio – Equity Side
 3. Fiduciary Investment Advisors: Discussion of the Town's Portfolio – Fixed Income Side
 - B. Response to Citizen Complaint: 442 Burnside Avenue
7. OLD BUSINESS
 - A. Recommendation from Personnel and Pensions Subcommittee re: New Job Description
Fire Captain/Emergency Management – ***tabled at February 2, 2016 meeting***
8. NEW BUSINESS
 - A. Outdoor Amusement Permit Application: 2016 Masonicare Quality of Life Walk:
 1. Approval of Application
 2. Waiver of Permit Fee
 - B. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Town of East Hartford and the Coalition of East Hartford Town and Board of Education Unions:
Tentative Agreement for new Defined Benefit Pension Plan and Defined Contribution Plan
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next ***regular*** meeting: March 1st)

Robert J. Peseh

EAST HARTFORD TOWN COUNCIL

TOWN COUNCIL CHAMBERS

FEBRUARY 2, 2016

2016 FEB -8 A 9:43

TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader
Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I.
Weinberg, Ram Aberasturia, Joseph R. Carlson, Patricia Harmon and
Michael G. Kurker

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

RECOGNITIONS AND AWARDS

CT's 1st Kids' Governor – Elena Tipton, O'Connell School Student

Hundreds of the state's fifth graders participated in the first ever election for Connecticut's Kid Governor in November and in the end, Elena Tipton of O'Connell School emerged as the winning candidate with her "Campaign for Kindness" platform. Representatives from the Old State House – Sally Whipple, Executive Director and Brian Cofrancesco, Head of Education – addressed the Council on the inception of this new program which celebrates involvement and participation in state and local government.

Bryan Hall, Chair, East Hartford Board of Education, congratulated Elena on her victory and thanked her for making East Hartford proud.

Representative Jason Rojas, a State Legislator, presented Elena with a proclamation from East Hartford's state delegation.

Mayor Leclerc presented Elena with a joint proclamation from the Mayor and the Council.

Elena then explained her Kindness platform: she plans to have the 13th of each month as Kindness Day, proposes installing buddy benches in schools and create an online blog where students can share examples of being kind to others.

Chair Kehoe suggested that Elena come back to the Council when her term of office is over to share a review of her year in office.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) spoke to the need for ethics laws be applied to the appointees of the town's boards and commissions; (2) suggested that liaisons' reports be made public at a future Town Council meeting.

from Mayor Marcia Leclerc dated February 1, 2016.

MOTION By Ram Aberasturia
seconded by Joe Carlson
to **table** this item.
Motion carried 6/3. **Nays:** Horan, Russo, Weinberg

Appointments to Boards and Commissions

MOTION By Bill Horan
seconded by Marc Weinberg
to **approve** the appointment of Henry Pawlowski, 48 Oxford Drive, to the Commission on Services for Persons with Disabilities; whose term shall expire December 2017.
Motion carried 9/0.

MOTION By Joe Carlson
seconded by Ram Aberasturia
to **approve** the appointment of John Ryan, 172 Burke Street, as a full member of the Planning & Zoning Commission; whose term shall expire December 2018.
Motion carried 9/0.

Bid Waiver: Brewer Street Reconstruction – Design Services

MOTION By Ram Aberasturia
seconded by Linda Russo
that pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding requirements as set forth in Section 10-7 (b) for professional services associated with design improvements to the Brewer Street Reconstruction Project Phase III and award the design improvement contract to Parsons-Brinkerhoff, the design professionals for Phases I and II, as it is in the best interests of the town.
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke inquired if the town has decided on which properties will utilize funds from the Brownfield's grant. *The Mayor indicated no determination has been made yet and that the town can use the funds on any property as it sees fit.*

Rich Kehoe commented that the Eversource substation off Maple Street near the Goodwin School entrance is disassembled. *Tim Bockus, Public Works Director, believes that Eversource is realigning some of their trunk lines and the removal of this substation is probably associated with their updates.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Rafael Zeligzon, 430 Burnside Avenue, is concerned about the safety of the neighborhood due to recent police activity at a local convenience store.

Marc Weinberg wished Esther Clarke a belated Happy Birthday.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Bill Horan
 to **adjourn** (9:25 p.m.).
 Motion carried 9/0.

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

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

TOWN OF EAST HARTFORD

TITLE: Fire Marshal

Grade: 71

DEPARTMENT: Fire

Date: 08/15

POSITION DEFINITION:

Under general supervision of the Fire Chief or Assistant Fire Chief, performs administrative, supervisory, and field work in directing the activities of the Fire Prevention Bureau.

ESSENTIAL JOB FUNCTIONS:

- Supervises and conducts fire safety inspections of new and existing structures of all types of occupancies for compliance with provisions of the state fire safety code and local ordinances and codes.
- Enforces federal, state, and local codes and standards for storage, handling, and use of flammable and combustible liquids, explosives, and other hazardous substances.
- Testifies at legal proceedings so that all information is presented clearly and accurately.
- Directs investigations of complaints of fire hazards and endeavors to correct irregularities and violations of the state fire safety code and local codes and ordinances.
- Investigates complaints of fire hazards and endeavors to correct irregularities and violations of the state fire safety code and local codes and ordinances.
- Investigates fires to determine the cause and origin, conducts and coordinates scene examination and documentation, evidence collection/preservation and interviews so that all are appropriate to the investigation and acceptable to the courts.
- Performs firefighting duties in case of multiple alarms if needed.

ADDITIONAL JOB FUNCTIONS:

- Promotes and delivers public free education and fire prevention activities.
- Schedules inspections and other related activities so that available time is used efficiently.
- Maintains files on inspections, complaint investigations, and related documents, so that information can be easily retrieved and is filed in compliance with the record keeping policies of the department.
- Prepares comprehensive reports of inspections, emergency calls, attendance, service-connected injuries and other matters as directed.
- Evaluates the operational readiness of all existing fire protection systems and equipment for a building or facility so as to determine if the system (s) equipment are in operational state and maintained in accordance with applicable codes and standards.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of characteristics and behavior of fire.
- Knowledge of fire prevention principles.
- Knowledge of types of construction, classification, rated construction components, typical building construction methods and materials.
- Ability to read and interpret building plans and specifications and comprehend plans for fire protection systems.
- Ability to recognize existing and potential fire and life safety hazards in a wide variety of structures, occupancies, and installations.
- Ability to apply federal, state, and local codes and ordinances to determine necessary action.
- Thorough knowledge of the rules, regulations, and procedures of the Fire Department.
- Ability to establish and maintain effective working relationships with other employees, property owners, and the general public.
- Ability to plan and direct the work of subordinates and maintain discipline of employees under his/her supervision.
- Ability to express oneself clearly and concisely, orally and in writing, to individuals and groups.

PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Tolerate extreme fluctuations in temperature while performing duties in hot, humid atmospheres while wearing equipment that significantly impairs body-cooling mechanisms.
- Rely on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, maintain personal safety, and make critical decisions in a confused, chaotic, and potentially life threatening environment throughout the duration of the operation.
- Work for long periods of time, requiring sustained physical activity and intense concentration.
- Perform a variety of task on slippery, hazardous surfaces such as rooftops or from ladders.
- Wear personal protective equipment that weights approximately 50 pounds while performing firefighting tasks.
- Make rapid transitions from rest to near maximal exertion without warm-up periods.

JOB QUALIFICATIONS AND LICENSING REQUIREMENT:

- High School Diploma or its equivalent
- Must possess a valid Motor Vehicle Operator's License.
- Service as an Apparatus Operator in the East Hartford Fire Department or 15 years of service as a Firefighter or above in the East Hartford Fire Department. Must be certified by the State Fire Marshal office as a Fire Marshal, Deputy Fire Marshal, or Fire Inspector and must maintain certification according to C.G.S., Section 29-298A.

SPECIAL REQUIREMENT:

- Must be free of any physical or mental impairment that would prohibit the accomplishment of the essential functions of a Fire Marshal.

Note: The above tasks and responsibilities are illustrative only.

Citi Food Mart
442 Burnside Avenue



Prepared by: Lieutenant Ken Rosa
Criminal Investigations Bureau
East Hartford Police Department

SUMMARY

Citi Food Mart is a small convenience store located at 442 Burnside Avenue, East Hartford, CT. It is located on the north side of Burnside Avenue between the "S" curve and Hillside Street. For this report a query was run for all logged cases at this address from 2014 to February 8, 2016.

Robberies

During this time period this business was the victim of an armed robbery three (3) times. These incidents are summarized below:

- 12/14/2014 – 2131 hours. The store owner was assaulted and armed by two male suspects. Money was taken. These two males were later arrested after being caught committing a bank robbery and confessing to this robbery.
- 12/17/2015 – 1830 hours. The store owner was robbed by three armed male suspects. Cigarettes and cash were taken.
- 1/24/2016 – 1544 hours. The store owner was robbed by three armed males. Cigarettes, cigars, and money were taken. This Robbery is still under investigation by the East Hartford Police Department Criminal Investigations Bureau

Burglary

On 7/17/2015 this business was burglarized during the overnight hours. During this burglary cigarettes and money was taken. An arrest was made on this case due primarily to the store video identification of a suspect.

Compliance Checks

On 8/19/2014 the East Hartford Police Department assisted State of Connecticut Liquor Control, the East Hartford Zoning and Building Department, and the State of Connecticut Fire Marshal's Office on a compliance check. There were no violations found during this inspection. This compliance check was initiated by the Town of East Hartford.

On 7/28/2015 the East Hartford Police Department assisted the Department of Revenue in investigating the Citi Food Mart for cigarette violations. They did find that the business sold loose cigarettes and also sold cigarettes to a minor. The owner was cited by the Department of Revenue for these violations. This compliance check was initiated by the Department of Revenue Services.

There were also some miscellaneous nuisance complaints for this address which included:

- 10/12/2015 A highly intoxicated male in front of the store was transported to hospital

- 7/16/2015 Check welfare – A person had a problem because the store would not sell him loose cigarettes
- Two disputes were logged at this address during this two year time period. One involved tenants upstairs and the other was changed to a civil matter.
- Two motor vehicles were stolen from that address. Both of them were in 2014
- In 2015 the owner of Citi Food Mart was the victim of two people throwing bottles at him from the second floor of a neighboring address.

Moving Forward

Compliance Checks

There are many different agencies which may oversee possible state statute violations or other violations committed by the permittees of East Hartford convenience stores. The East Hartford Police Department will continue to assist these agencies with random compliance checks and will also request the assistance of these agencies for these checks if complaints are received concerning certain stores. These checks may be performed by the Patrol Division on Common Days in cooperation with the Criminal Investigations Bureau.

Security Education

The East Hartford Police Department can assist the town's convenience stores in increasing their security measures to reduce the chance of victimization. Some of these measures would include:

- Improve visibility by providing adequate lighting and installing mirrors; keep signs and shelves low.
- Install drop safes and signs that indicate little cash is kept on-hand.
- Maintain video surveillance.
- Provide silent and personal alarms.
- Establish emergency procedures including communications systems, training and education.
- Restrict customer access by reducing store hours and closing portions of a store.
- Take precautions when going to remote, isolated spots such as garbage areas and outdoor freezers.
- Lock doors not in use.
- Increase staffing during high-risk periods.

This security education program could be done in a cooperative effort with the police department's Criminal Investigations Bureau and Community Resource Officers.

Attenello, Angela

From: Leclerc, Marcia
Sent: Monday, February 01, 2016 11:19 AM
To: Kehoe, Rich & Donna (richardf.kehoe@gmail.com); Attenello, Angela; LRusso1322; Clarke, Esther
Subject: FW: Fire Dept. positions
Attachments: DOC113.PDF

Ang:

As requested below is a summary of the changes to the two Fire Union job descriptions which will be before the Council on Tuesday, February 2, 2016 along with the rationale for the changes and cost.

Fire Marshal:

The Fire Marshal job description was modified to increase the potential pool of candidates for the position. Currently, the pool of candidates is limited to those with three or more years of experience in the East Hartford Fire Marshal's Office. The change removes this requirement. Substitute language sets the minimum requirements at a certain number of years of experience in the department and the possession of the necessary certification for the position. There is no change in the salary grade, thus no increase in costs.

Captain-Emergency Manager:

The intent of the Captain-Emergency Management job descriptions is to increase the skill set of the position and supplant the former CSEA position titled 'Emergency Management Coordinator'. This job description was created using guidance from FEMA, the State of Connecticut Division of Homeland Security and Emergency Management, and the International Association of Emergency Managers.

The CSEA 'Emergency Management Coordinator' position has been vacant since May 2014. The position vacancy provided the opportunity to re-evaluate the Town's expectations for the position and the best method to meet those expectations. This included a review of common practices and the methods other similarly situated communities use to provide this service. It became apparent that moving the position to the Fire Department provides a larger pool of candidates with the skill-set necessary to be successful in that position. Extensive discussion was held to ensure the job description contained the attributes all parties (Mayor's Office, Police, Fire, Public Works etc.) felt were needed. Once complete, that job description was presented to the bargaining unit that represents the firefighters. They accepted the job description and position in the fall.

There is a cost increase with the new position. The differential between the top of the scale of the 'old' CSEA position and the new position is \$22,487. Despite this increase, we believe the value achieved by having an individual with an enhanced skill set, greater experience in emergency preparation, response, recovery, and mitigation is worthy of the investment.

If you have any further question or concerns, Fire Chief John Oates and Santiago Malave, Human Resources Director will be attending the February 2, 2016 Council Meeting.

From: Attenello, Angela
Sent: Monday, February 01, 2016 7:53 AM
To: Leclerc, Marcia

*Proposed
New JD*

TOWN OF EAST HARTFORD

TITLE: Fire Captain, Emergency Management

GRADE: 69

DEPARTMENT: Fire

DATE: August XX, 2015

POSITION DEFINITION:

Under the direct supervision of the Fire Chief and program-level direction of the Mayor, directs, plans and develops the emergency management programs for the Town of East Hartford. Evaluates existing programs and coordinates the scope of efforts to prepare the Town for all natural or human caused disasters. Coordinates and directs the development and maintenance of all hazard plans and training that support mitigation, preparedness, response, and recovery. Represents the Town as the primary spokesperson for the Emergency Management Program.

SUPERVISION GIVEN: May direct, plan, and coordinate with department personnel during emergency situations as required by the essential job functions of this position under the direction of the Fire Chief and, as may be necessary, by the Mayor.

ESSENTIAL JOB FUNCTIONS:

- Ensures the Town's Emergency Operations Plan conforms to all state and federal criteria.
- Ensures the Town's emergency notification system is operational and effective.
- Maintains the Emergency Operations Center in a continuous state of readiness
- Maintains coordination with local and state governmental departments and agencies, non-governmental (NGO) entities such as utilities and industry and volunteer organizations active in disaster (VOAD) during any type of emergency. Serves as the Town's representative to the Regional Emergency Planning Team (REPT).
- Enforces department rules, standards operating procedures, and training standards.
- May deliver education programs for the public to ensure individual and community preparedness for all-hazards
- May be required to operate on fire scenes in an IDLH environment. Will assist in salvage actions during fire operations to assist residents and property owners.

KNOWLEDGE, SKILL, AND ABILITY

- Thorough knowledge of the Regional Emergency Support Plan, the State of Connecticut Response Framework, and the Federal Framework(s) as they apply to disaster preparedness, response, recovery, and mitigation.
- Thorough knowledge of the geographical layout of the Town, particularly street locations, water system, target hazards, and flood control structures.
- Knowledge of Emergency Operations Center concepts and operations.

- Thorough knowledge of rules, regulations, and procedures of the department
- Skill in reasoning, planning, and evaluation.
- Ability to establish and maintain effective working relationship with associates, callers, visitors, clients, representatives of other offices, and members of the public.
- Ability to apply technology to tasks
- Ability to speak clearly and distinctly and translate that spoken word into an electronic format.
- Ability to work with the general public, Town employees, and elected and government officials during times of quick decision-making and high stress emergencies.
- Ability to create and foster a collaborative environment among all parties involved in developing the town's emergency management plan.

JOB QUALIFICATION and LICENSING REQUIREMENT:

A high school diploma or its equivalent and service as an Apparatus Operator in the East Hartford Fire Department or 15 years of service as a Firefighter or above in the East Hartford Fire Department. Possession of a valid Motor Vehicle Operator's License.

SPECIAL REQUIREMENTS:

- Ability to obtain certification to the NFPA Fire Officer II standard.
- Documented completion of NIMS training at the 100,200,700,800 levels at time of application.
- Documented completion of NIMS training at the 300 and 400 levels within one year of appointment.
- Ability to become an Associate Emergency Manager (AEM) or Certified Emergency Manager (CEM).
- Completion of FEMA Professional Development Series within 6 months of appointment.
- Complete FEMA National Emergency Management Basic Academy within 3 years of appointment.

HOURS OF WORK:

As described in Article VI, Section 2 of the Collective Bargaining Agreement. Schedule may be modified to meet the needs of the department.

TOOLS AND EQUIPMENT USED

Motor vehicle, personal computer, standard office equipment, portable radio, radiological monitoring equipment, various Haz-mat and bio-terrorism meters, and appropriate personal protective equipment.

PHYSICAL AND MENTAL EFFORT, AND ENVIRONMENTAL CONDITIONS:

- Tolerate extreme fluctuations in temperature while performing duties in hot, humid atmospheres while wearing equipment that significantly impairs body-cooling mechanisms.
- Rely on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, maintain personal safety, and make critical decisions in a confused, chaotic, and potentially life threatening environment throughout the duration of the operation.
- Work for long periods of time, requiring sustained physical activity and intense concentration.
- Perform a variety of task on slippery, hazardous surfaces such as rooftops or from ladders.
- Wear personal protective equipment that weights approximately 50 pounds while performing firefighting tasks.
- Make rapid transitions from rest to near maximal exertion without warm-up periods.

GENERAL GUIDELINES

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

The job description does not constitute an employment agreement between the employer and employee and is subject to change by mutual agreement between the Fire Chief and Local 1548 if the requirements of the position are modified.

*Editing
JD*

TOWN OF EAST HARTFORD

TITLE: Emergency Management Coordinator GRADE: 11

DEPARTMENT: Fire DATE: May 6, 2008

GENERAL DESCRIPTION

This is very responsible technical and administrative work in developing, organizing, directing, and coordinating the Town's Emergency Management Program.

Work involves responsibility for the Emergency Operations Plan, the Haz-Mat Response Plan and the Host Town Plan. Duties include formulating emergency management policies and procedures and insuring that the Town follows state and federal mandates. This employee has the responsibility for making difficult decisions regarding the implementation of emergency plans and operating the Town Emergency Operations Center when it is open. The work requires that the employee in this have considerable knowledge, skill, and ability in all phases of emergency planning and related state and federal guidelines. This employee is responsible to the Emergency Manager (The Mayor of East Hartford).

SUPERVISION RECEIVED

Works under the direction of the Fire Chief.

SUPERVISION EXERCISED

Community Emergency Response Team (CERT) Members, administrative assistants or any other designated emergency management support personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Formulates emergency management policies and procedures related to the functioning of the Town's emergency services during emergencies. Coordinates the planning and organization for all public and private resources available to local government in time of emergencies or disaster.
- Serves as the communications planning coordinator for the Town's EOC and controls communications insuring proper design, coordination, maintenance, and suitability for emergency operations.
- Serves as chairman of the Local Emergency Planning Committee and ensures that the Town follows related state and federal mandates. Serves on and advises other regional agencies.
- Maintains a town-wide chemical database on those facilities that use or store extremely hazardous substances, or those chemicals that under federal law meet a threshold planning quantity.
- Responds to Fire Department emergencies and provides assistance to the Incident Commander. At residential fires, contacts assistance agencies and coordinates sheltering. Carries one or more communication devices for round-the-clock response.

- Coordinates and conducts local government awareness programs for training and educating citizens, business, and industry in survival procedures and techniques in an emergency, disaster, or Haz-mat incident or bio-terrorism incident, in conjunction with other agencies.
- During emergencies, assumes the overall responsibility for the operation of the Emergency Operations Center, and for advising Town officials on local government emergency operations.
- Conducts a Town-wide hazard and vulnerability analysis for weather related occurrences, hazardous materials incidents, power outages, etc., and creates plans and standard operating procedures for the Town's Emergency Services.

KNOWLEDGE, SKILLS, AND ABILITIES

- Considerable knowledge of local, state, and federal mandates for emergency management operations.
- Considerable knowledge of emergency services, including police and fire services as well as communications, transportation, and emergency medical services.

KNOWLEDGE, SKILLS, AND ABILITIES

- Good knowledge of public administration principles and practices as applied to the operation an emergency management system, including federal and state reporting requirements.
- Considerable ability to formulate plans, standard operating procedures, training, and reports in support of a Town-wide Emergency Management System.
- Considerable ability to communicate orally with groups, as well as individuals, and to write complex reports and planning documents.
- Considerable ability to establish and maintain effective working relationships with local municipal officials, officials of other towns in the region, emergency services, coworkers, and the general public.

QUALIFICATIONS

A bachelor's degree in Criminal Justice, Emergency Management, Fire Administration, Fire Technology or some other closely related degree in the field of Public Safety and/or Public Administration, supplemented by extensive training in hazardous materials, FEMA Emergency Management training, and five years of full-time experience in an emergency services agency, including one year in a supervisory or managerial position, or an equivalent combination of qualifying experience and training.

SPECIAL REQUIREMENTS

Must have a valid Connecticut driver's license.

TOOLS AND EQUIPMENT USED

Motor vehicle, personal computer, standard office equipment, portable radio, radiological monitoring equipment, various Haz-mat and bio-terrorism meters, and appropriate personal protective equipment.

PHYSICAL AND MENTAL DEMANDS

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

While performing the duties of this job, the employee is occasionally required to stand, walk, use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch, or crawl, talk or hear, and smell. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must be able to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Position requires ability to write reports and correspondence and effectively present information in one-on-one and group situations. Must be able to define problems, collect data, establish facts and draw valid conclusions and deal with concrete variables.

WORK ENVIRONMENT

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

While performing the duties of the job, the employee occasionally works in outside weather conditions inspecting various work projects and facilities. The employee occasionally works near moving mechanical parts and in precarious places and is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals. Most work is performed in an office setting. The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.

GENERAL GUIDELINES

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

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

APPENDIX A

SALARY SCHEDULE

July 1, 2011 – June 30, 2015

GRADE

65 - Firefighter, Firefighter/Paramedic*

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7/1/2011	2.00%	53,949	56,860	59,776	62,698	65,597
7/1/2012	2.00%	55,028	57,997	60,971	63,952	66,909
7/1/2013	2.00%	56,129	59,157	62,191	65,231	68,247
7/1/2014	2.00%	57,251	60,340	63,435	66,536	69,612

* Subject to Recruit Rate, as described below.

66 - Pumper Driver and Operator

	<u>Increase</u>	<u>Step 1</u>
7/1/2011	2.00%	68,217
7/1/2012	2.00%	69,581
7/1/2013	2.00%	70,973
7/1/2014	2.00%	72,392

67 - Assistant Master Mechanic, Assistant Superintendent of Fire Alarms, Deputy Fire Marshal, Assistant Medical Officer

	<u>Increase</u>	<u>Step 1</u>
7/1/2011	2.00%	72,954
7/1/2012	2.00%	74,414
7/1/2013	2.00%	75,902
7/1/2014	2.00%	77,420

68 - Lieutenant

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	2.00%	72,911	75,739
7/1/2012	2.00%	74,369	77,254
7/1/2013	2.00%	75,856	78,799
7/1/2014	2.00%	77,374	80,375

69 - Captain

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>
7/1/2011	2.00%	78,706	81,803
7/1/2012	2.00%	80,280	83,439
7/1/2013	2.00%	81,886	85,108
7/1/2014	2.00%	83,524	86,810

71 - Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, Chief Training Officer

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2011	2.00%	78,706	81,803	86,767
7/1/2012	2.00%	80,280	83,439	88,502
7/1/2013	2.00%	81,886	85,108	90,272
7/1/2014	2.00%	83,523	86,810	92,078

72 - Deputy Chief

	<u>Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2011	2.00%	85,004	88,280	91,742
7/1/2012	2.00%	86,704	90,046	93,577
7/1/2013	2.00%	88,438	91,847	95,448
7/1/2014	2.00%	90,207	93,683	97,357

NOTE:

Subject to the Recruit Rate, as described below, each Firefighter or Firefighter/Paramedic who has less than six (6) months of service in his/her classification and each employee in the remaining classifications who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has six (6) months but less than one (1) year of service, and each Lieutenant, Captain, Deputy Chief, Chief Medical Officer and Chief Training Officer who has one (1) but less than two (2) years of service in the classification, and each employee in the remaining classifications *who* has one (1) or more years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification.

Each Firefighter or Firefighter/Paramedic who has one (1) but less than two (2) years of service and each Deputy Chief, Chief Medical Officer and Chief Training Officer who has two (2) or

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

February 3, 2016

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

**Re: Outdoor Amusement Permit Application -
"2016 Masonicare Quality of Life Walk"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **The Masonic Charity Foundation of Connecticut by its Director of Development, Patricia L. Morgan**. The applicant seeks to conduct a walk to promote health and wellness to be held in **Great River Park**. Information booths and food will be on hand as well as music provided by a disc jockey, on **Saturday, May 14, 2016** from approximately **8:30 AM – 12:30 PM** with music from **9 AM – 12 PM**.

The applicant respectfully **requests a waiver of the associated permit fee**, under the provisions of (TO) 5-6(a), due to the Town of East Hartford as this is an event sponsored by a charitable organization.

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

The **Office of Corporation Counsel** states it has no issues with this application.

The **Fire and Parks & Recreation Departments** approve the application as submitted and further **states there are no anticipated costs to their Departments**.

The **Health Department** recommends approval provided a temporary foodservice permit application is submitted at least 2 weeks prior to the event. **There are no anticipated costs to the Department**.

The **Risk Management Department** states that Masonic Charity Foundation of Connecticut will need to provide a Certificate of Liability Insurance in the amount of one (1) million limits for general liability. They must also endorse the policy to add the MDC, Riverfront Recapture, the Town of East Hartford and its officials, employees and volunteers as additional insured. The policy will need to be reviewed and approved prior to the event.

The **Public Works Department** recommends the application be approved with the following condition:

- The Town has no road work scheduled the date of the event. However, traffic in this area may be impacted by the DOT's bridge rehabilitation projects in the vicinity of Route 2 and I-84. The four bridge projects require detours of various

durations. The application should contact the DOT project engineer for information. **There are no anticipated costs to the Department.**

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

- The Police Department can provide adequate police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available. **There are no anticipated costs to the Department for the event.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in blue ink that reads "Scott M. Sansom". The signature is fluid and cursive, with the first name "Scott" and last name "Sansom" clearly legible.

Scott M. Sansom
Chief of Police

Cc: Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

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

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

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

1. Name of Event: 2016 Masonicare Quality of Life Walk
2. Date(s) of Event: Saturday, May 14, 2016
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):
Patricia L. Morgan, Director of Development
The Masonic Charity Foundation of Connecticut
239 Woodbine Rd., Colchester, CT 06415
(203) 679-5572 (w)
(860) 367-5728 (c)
4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.
The Masonic Charity Foundation of Connecticut
74 Cheshire Road
P.O. Box 70
Wallingford, CT 06492
(see attached Board of Directors listing)
5. List the location of the proposed amusement: (Name of facility and address)
Great River Park, 301 East River Drive, East Hartford, CT
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
May 14, 2016 8:30 am - 12:30 pm
06106
7. Provide a detailed description of the proposed amusement:
The walk will benefit the patients of Masonicare Home Health & Hospice, Masonicare Health Center, and Masonicare at Newtown. The event will also promote wellness + healthy living. The proposed schedule is as follows:
8:30 am - 10:00 am Walker check-in,
9:45 am - opening ceremonies, 10am - 11:30am: walk,
10:15 am - 12:00pm: Boxed lunches in amphitheater

8. Will music or other entertainment be provided wholly or partially outdoors?

☒ Yes

☐ No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?

A DJ will provide music between the hours of 9:00 and noon.

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

The walk is open to all ages. The majority of our walkers are between 25 and 45 years of age.

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

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

Our goal is to have 500 walkers

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Minimal

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

Minimal

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

Great river park; Red Thread 300 East River Dr, East Hartford (we are approaching Red Thread); 411 Flanders Plaza if needed

d. Noise impact on neighborhood:

Minimal

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

Metropolitan District Commission

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

increased traffic on road and in park.

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

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

complete access into park and entertainment venue.

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

Doctors on site

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

Doctors on site

d. Crowd control plan:

N/A

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

Metropolitan District Commission and volunteers will ensure

f. Provision of sanitary facilities:

on-site

no trash is left on the grounds

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

Food available ☒ Yes ☐ No AND contact has been made with the East Hartford Health

Department ☐ Yes ☒ No.

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

☐ Yes ☒ No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

☐ Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

Please see attached Fee Waiver Request

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Patricia L. Morgan
(Legal Name of Applicant)

Patricia L. Morgan
(Applicant Signature)

Patricia L. Morgan 1/20/14
(Printed Name) (Date Signed)

Director of Development
(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

☐ YES

☒ NO

Liquor Permit Included:

☐ YES

☒ NO

Certificate of Alcohol Liability Included:

☐ YES

☒ NO

Time Waiver Request Included:

☐ YES

☒ NO

Fee Waiver Request Included:

☒ YES

☐ NO

Received By: Carrie H. Stark
Employee Number: 9019
Date & Time Signed: Jan 21, 2016 10:25 AM ~~PM~~
Time remaining before event: 931 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

January 21, 2016

To Whom It May Concern:

The Masonic Charity Foundation of Connecticut has submitted an Outdoor Amusement Permit Application for our upcoming Masonicare Quality of Life Walk scheduled to be on Saturday, May 14, 2016.

Please accept this addendum to our application listing The Masonic Charity Foundation of Connecticut's 2015-2016 Board of Directors and Officer.

J. Arthur Carbonaro, Chairman
Robert F. Polito, Jr., Vice Chairman
Martin L. Rudnick, Secretary
Benjamin A. Isaacson, Treasurer
Janet S. Berry
Robert G. Dunbar
Christopher J. Earle
William L. Greene
Bethany F. Haslam
Gordon C. Hurlbert, III
Thomas Knowlton
Bonnie McWain
Marshall K. Robinson
Charles A. Rogers
Grant Ulrick
Gregory J. Wentworth
Gregory K. Whitehouse
Jennifer A. King, Executive Director
Stephen B. McPherson, President and CEO, Assistant Secretary
James Rude, CFO & Assistant Treasurer

Thank you,

Rachael Thatcher
Special Events Assistant
The Masonic Charity Foundation of Connecticut

January 21, 2016

Dear Ms. Frank,

Thank you for the opportunity to submit the Outdoor Amusement Permit Application for our 2016 Masonicare Quality of Life Walk fundraiser. The event is scheduled for Saturday, May 14, 2016 at Great River Park in East Hartford. Proceeds from the Quality of Life Walk will provide for the special needs of patients and residents of Masonicare when there is no other funding source. As a not-for-profit organization, we kindly ask that the permit fee be waived for this event.

Thank you for your consideration.

Best Regards,

Rachael Thatcher

Final Review



Scott M. Sansom
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **May 14, 2016**

Event: **2016 Masonicare Quality of Life Walk**

Applicant: **The Masonic Charity Foundation of Connecticut by Patricia L. Morgan, its Director of Development**

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

- ☒ 1. the application be approved as submitted.
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.
- ☒ Fire Department
- ☐ Health Department
- ☐ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel
- ☒ Anticipated Cost(s) if known \$ 0

William Perez, Assistant Fire Chief

January 26, 2016

Signature

Date

Comments:



Scott M. Sansom
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **May 14, 2016**

Event: **2016 Masonicare Quality of Life Walk**

Applicant: **The Masonic Charity Foundation of Connecticut by Patricia L. Morgan, its Director of Development**

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

- ☒ 1. the application be approved as submitted.
 - ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- ☐ Fire Department
 - ☒ Health Department
 - ☐ Parks & Recreation Department
 - ☐ Public Works Department
 - ☐ Corporation Counsel
-
- ☐ Anticipated Cost(s) if known \$ _____ 0 _____

Michael J. O'Connell
Signature

1/22/16
Date

Comments:

Approval recommended provided a temporary foodservice permit application is submitted at least 2 weeks prior to the event.



Scott M. Sansom
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **May 14, 2016**

Event: **2016 Masonicare Quality of Life Walk**

Applicant: **The Masonic Charity Foundation of Connecticut by Patricia L. Morgan, its Director of Development**

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

- ☒ 1. the application be approved as submitted.
- ☐ 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- ☐ 3. the application be disapproved for the reason(s) set forth in the attached comments.
- ☐ Fire Department
- ☐ Health Department
- ☒ Parks & Recreation Department
- ☐ Public Works Department
- ☐ Corporation Counsel
- ☐ Anticipated Cost(s) if known \$0.00

Ted Fravel

Signature

2/3/2016

Date

Comments:

Frank, Carol

From: Schwartz, Tess
Sent: Thursday, January 21, 2016 12:16 PM
To: Frank, Carol
Cc: Bockus, Tim
Subject: RE: 2016 Masonicare Quality of Life Walk

Carol,

I have reviewed this application and pursuant to Town Ordinance 5.3, I recommend this application be approved with the following condition:

1. The Town has no road work scheduled the date of the event. However, traffic in this area may be impacted by the CT DOT's bridge rehabilitation projects in the vicinity of Route 2 and I-84. The four bridge projects require detours of various durations. The applicant should contact the DOT project engineer for information:

Steven Fraysier – Liaison Engineer
BL Companies
sfraysier@blcompanies.com
(860) 760-1923

There are no anticipated costs to the Department.

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

From: Frank, Carol
Sent: Thursday, January 21, 2016 10:45 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Bennett, Cindy; Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Uhrig, Jim
Subject: 2016 Masonicare Quality of Life Walk

Good morning all.

Attached please find the **Outdoor Amusement Permit Application, Board of Directors Listing, Fee Waiver Request** and your Director's Review and Notice in connection with the above captioned event.

Frank, Carol

From: Gentile, Richard
Sent: Wednesday, January 27, 2016 9:08 AM
To: Frank, Carol
Subject: RE: 2016 Masonicare Quality of Life Walk

I have no issues or concerns with this application

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108
860-291-7217
rpgentile@easthartfordct.gov

From: Frank, Carol
Sent: Thursday, January 21, 2016 10:45 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Bennett, Cindy; Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Uhrig, Jim
Subject: 2016 Masonicare Quality of Life Walk

Good morning all.

Attached please find the **Outdoor Amusement Permit Application, Board of Directors Listing, Fee Waiver Request** and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by **Thursday, February 4, 2016.** Thank you.

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

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

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

Frank, Carol

From: Hawkins, Mack
Sent: Wednesday, February 03, 2016 8:09 AM
To: Frank, Carol
Subject: RE: 2016 Masonicare Quality of Life Walk

Carol,

I have reviewed the Outdoor Amusement Permit Application for the 2016 Masonicare Quality of Life Walk. I approve the application as submitted. Please mark the Worksheets "**EXTRA ATTENTION**" for the day of the walk.

Thanks in advance,

Deputy Chief Mack S. Hawkins

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

From: Frank, Carol
Sent: Thursday, January 21, 2016 10:45 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Bennett, Cindy; Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Uhrig, Jim
Subject: 2016 Masonicare Quality of Life Walk

Good morning all.

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

Carol A. Frank
 East Hartford Police Department
 Support Services Bureau

Frank, Carol

From: Bennett, Cindy
Sent: Thursday, January 21, 2016 10:52 AM
To: Frank, Carol
Subject: RE: 2016 Masonicare Quality of Life Walk

Hi Carol-The masonic charity foundation of Ct will need to submit a certificate of ins. Showing a 1 Million dollar general liability insurance policy is in force the day of the event. The Town of East Hartford, City of Hartford, MDC and Riverfront Recapture all must be named as additional insureds for liabilities associated with the event.

Cindy Bennett, Risk Manager
Town of East Hartford,
740 Main St.
East Hartford, CT 06108

From: Frank, Carol
Sent: Thursday, January 21, 2016 10:45 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Bennett, Cindy; Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Uhrig, Jim
Subject: 2016 Masonicare Quality of Life Walk

Good morning all.

Attached please find the **Outdoor Amusement Permit Application, Board of Directors Listing, Fee Waiver Request** and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Thursday, February 4, 2016. Thank you.

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

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

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

J. H. P. T. Permits

Frank, Carol

From: Grew, Greg
Sent: Thursday, January 21, 2016 10:39 PM
To: Frank, Carol
Subject: Re: 2016 Masonicare Quality of Life Walk

Per Ordinance 5-3 my review and approval is not required. Permits and inspections may be necessary for temporary installations.

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

From: Frank, Carol
Sent: Thursday, January 21, 2016 10:45 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Bennett, Cindy; Cohen, Bruce; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Schwartz, Tess; Stokes, Gloria; Uhrig, Jim
Subject: 2016 Masonicare Quality of Life Walk

Good morning all.

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Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by **Thursday, February 4, 2016.** Thank you.

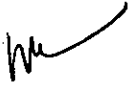
If you should have any questions, please feel free to contact me.

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

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



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: February 9, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$8,445.19 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the February 16, 2016 Town Council meeting.

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

INTEROFFICE MEMORANDUM

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

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE



SUBJECT: REFUND OF TAXES

DATE: 1/27/2016

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$8,445.19. Please see attached listing.

Bill	Name	Address	Prop Loc/Vehicle Info.	Over Paid
2014-03-0054617	BRUNO KRISTEN R	143 SKINNER RD VERNON CT 06066-2722	2009/3VWRZ71K29M041212	-169.00
2013-03-0055035	CAB EAST LLC- FORD CREDIT PER. PROP. TAX	P.O. BOX 67000 DEPT 231601 DETROIT MI 48267-2316	2012/1FAHP3F26CL240512	-235.17
2014-03-0057041	COLACCHIO KEVIN C OR IRENE A	6 MERRITT HOUSE RD UNIT #3 ORRS ISLAND ME 04066	2003/1D4HSS8Z33F557535	-13.57
2014-03-0059851	DIAZ LUZ E	235 MAIN ST 1C 3 E HARTFORD CT 06118-3616	2004/4A3AB76S04E119768	-16.65
2014-03-0060789	DZEN COMMERCIAL ROOFING	74 RANNEY ST E HARTFORD CT 06108-4001	2006/1HTMMAAL26H169356	-44.94
2013-03-0063326	GARCIA JOSE M	117 INDIAN HILL RD NEWINGTON CT 06111	2013/1GT121CG9DF232788	-680.09
2014-01-0005607	GARRO ROBERT F	395 MAY RD EAST HARTFORD CT 06118	396 MAY RD	-10.25
2012-01-0005710	GERES DORIS J	124 WINDING LN EAST HARTFORD CT 06118	124 WINDING LN	-10.00
2013-03-0067104	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37219	2011/KNDJT2A29B7247230	-261.23
2013-03-0067105	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37220	2012/KMHDH4AE8CU177268	-165.08
2013-03-0067115	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37221	2011/5NPEB4ACX8H149022	-348.00
2013-03-0067117	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37222	2011/5NPDH4AEXBH013033	-305.23
2013-03-0067120	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37223	2011/KM8JU3AC3BU184991	-457.64
2013-03-0067125	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37224	2012/KMHDH4AE1CU470297	-82.82
2013-03-0067134	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37225	2011/KNAGN4A78B5059495	-345.95
2013-03-0067137	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37226	2011/5XYKU4A15BG008491	-637.42
2013-03-0067139	HYUNDAI LEASE TITLING TR	PO BOX 198069 NASHVILLE TN 37227	2013/KMHDH4AE0DU582218	-89.30
2014-03-0070219	LE THANG VAN	466 HILLSIDE AVE 1ST FL HARTFORD CT 06106	1997/4M2DV1110VDJ45050	-37.84
2014-03-0070383	LEEMAN ANGELIQUE OR	92S FORBES ST E HARTFORD CT 06118-1923	2012/1GKKVRED0CJ329763	-455.85
2014-03-0070847	LISEE PAULINE M	98 SHADYCREST DR E HARTFORD CT 06118-2741	2001/1FAFP55U11A148402	-16.46
2014-03-0072663	MCALLISTER DENNIS C OR SUSAN	21288 BERKSHIRE AVE PORT CHARLOTTE FL 33954	1989/HMADE/HOMEMADE	-4.58
2014-03-0072665	MCALLISTER DENNIS C OR SUSAN	21288 BERKSHIRE AVE PORT CHARLOTTE FL 33954	2005/4YDF329285D512376	-134.54
2014-03-0072667	MCALLISTER DENNIS C OR SUSAN	21288 BERKSHIRE AVE PORT CHARLOTTE FL 33954	2009/5N1AR18B19C613757	-270.59
2014-03-0072668	MCALLISTER DENNIS C OR SUSAN	21288 BERKSHIRE AVE PORT CHARLOTTE FL 33954	2003/1GCHK231X3F172566	-264.84
2014-03-0073944	MITCHELL LAKEISHA R	1323 BURNSIDE AVE APT B8 E HARTFORD CT 06108	1995/2T1AE09B95C115182	-51.59

2014-03-0081199	ROSAS VICTOR	163 FOREST STE HARTFORD CT 06118-2313	2011/5FNYF4H40B8021256	-16.96
2014-03-0081931	SANCHEZ JUDITH	235 MAIN ST 2A4 E HARTFORD CT 06118	2004/19UUUA65524A011606	-10.63
2014-03-0081932	SANCHEZ JUDITH	235 MAIN ST 2A4 E HARTFORD CT 06118-3631	2004/19UUUA66264A042524	-5.31
2014-01-0013387	SHIMMEL THOMAS J	61 WESTLAND AVE WINCHESTER MA 01890	70 RISLEY ST	-18.99
2014-04-0088096	SMITH SHANE M	93 ST JOHN ST MANCHESTER CT 06040	1999/2FTRX171LXCA76418	-19.48
2014-01-0014101	SUTTER RICHARD SUTTER CLARA & RICHARD L/U	30 ELLINGTON RD EAST HARTFORD CT 06108	30 ELLINGTON RD	-2595.68
2014-04-0088765	UTZ QUALITY FOODS INC	900 HIGH ST HANOVER PA 17331	2012/JM1CW2BLXC0138857	-264.11
2014-03-0087600	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD LIBERTYVILLE IL 60048	2012/3VWJP7AT9CM602332	-405.40
TOTAL				-8445.19

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108



Robert J. Beck

2016 FEB 11 1866 291-7389

TOWN CLERK
EAST HARTFORD

DATE: February 11, 2016

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, February 16, 2016 6:45 p.m. Town Council Majority Office

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

Tuesday, February 16, 2016

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the settlement agreement between the Town of East Hartford and the Coalition of East Hartford Town and Board of Education unions.

cc: Mayor Leclerc


Mike Walsh, Finance Director

Santiago Malave, Human Resources Director

Peter Janus, Attorney, Siegel, O'Connor, O'Donnell and Beck



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: February 11, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: Settlement agreement between the Town of East Hartford and the coalition of East Hartford Town and Board of Education unions

The Town of East Hartford and the Coalition of East Hartford Town and Board of Education Unions (hereinafter "the Coalition of Unions") entered into a Tentative Agreement on December 01, 2015 for new Defined Benefit Pension (DB) and Defined Contribution Plan (DC) Agreements effective July 1, 2015 through June 30, 2022. The Tentative Agreement was ratified by the Coalition of Unions on February 10, 2016.

Below is a summary of the changes to the Coalition of Unions' DB and DC Plans:

Seven year DB and DC plan agreement 07/01/15 -06/30/2022

Changes to DB plan:

- COLA reduce to 1.5% after July 1, 2025
- Employee DB pension contribution increased to 8.5% upon ratification; employee contributions increased to 9% effective July 1, 2019.

Changes to DC plan:

- Effective July 1, 2016 Town contribution to DC Plan increase to 4%; Employee may make contributions up to IRS maximum.
- New Language added to DC Plan document to read "Commencing at 59½ years of age or later an employee who resigns from Town services may begin taking withdrawals from the Plan in accordance with IRS regulations."

Attached to this memorandum is a memorandum from Mike Walsh, Director of Finance, with the financial analysis of the seven-year tentative agreement. Also, attached for your review is a draft copy of the Defined Benefit Pension Plan and DC Plan agreements highlighting in more detail the new language.

Since this matter involves a need to fund the Defined Benefit Pension and Defined Contribution Plans, the Town's Finance Director and Human Resources Director will be present at the Council meeting scheduled for Tuesday, February 16, 2016. I recommend that any questions or concerns with the tentative agreement be address during an executive session.

The attached tentative agreement is being submitted to you within fourteen days from the date all the unions ratified the agreement. In accordance to Section 7-474 of the General Statutes of the State of Connecticut "Such request shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body."


I respectfully request that this item be added to the Agenda of the February 16, 2016, Town Council meeting and recommend that the Town Council approve the Tentative Agreement for the reasons noted above.

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

OFFICE OF HUMAN RESOURCES

February 4, 2016

To : Marcia A. Leclerc, Mayor

From : Santiago Malave, Human Resources Director 

Re : Town and Board of Education Coalition of Unions - Tentative Agreement

Attached for your review is a suggested transmittal letter to the Council Chairman regarding the Tentative Agreement Between the Town of East Hartford and the Coalition of East Hartford Town and Board of Education Unions (hereinafter "the Coalition of Unions") entered into on December 01, 2015 for new Defined Benefit Pension (DB) and Defined Contribution Plan (DC) Agreements effective July 1, 2015 through June 30, 2022. The Tentative Agreement was ratified by the Coalition of Unions on February 10, 2016.

Below is a summary of the changes to the Coalition of Unions' DB and DC Plans:

DB AND DC TENTATIVE AGREEMENT 07/01/2015 -06/30/2022

CHANGES TO DB PLAN

- COLA reduced to 1.5% after July 1, 2025
- Employee DB pension contribution increased to 8.5% upon ratification; employee contributions increased to 9% effective July 1, 2019.

CHANGES TO DC PLAN

- Effective July 1, 2016 Town contribution to DC Plan increase to 4%; Employee may make contributions up to IRS maximum.
- New Language added to DC Plan document to read "Commencing at 59½ years of age or later an employee who resigns from Town services may begin taking withdrawals from the Plan in accordance with IRS regulations."

Since this matter involves a need to fund the Defined Benefit Pension and Defined Contribution Plans, the Town's Finance Director and Human Resources Director will be present at the Town Council meeting scheduled for Tuesday, February 16, 2016 should there be any questions or concerns, or a need to go into executive session.

The attached tentative plan agreements will need to be submitted to the Town Council within fourteen days from the date all the unions ratified the agreement. In accordance to Section 7-474 of the General Statutes of the State of Connecticut "Such request shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body."

Accordingly, attached for transmittal to the Town Council is a memorandum from Mike Walsh, Director of Finance, with the financial analysis of the seven-year tentative DB and DC Plan Agreements. Also, attached for your review and transmittal to the Town Council are draft copies of the DB Pension Plan and DC Plan Agreements highlighting in more detail the new language changes.

I respectfully request that this item be added to the Agenda of the February 16, 2016, Town Council meeting and recommend that the Town Council approve the Tentative Plan Agreements for the reasons noted above.

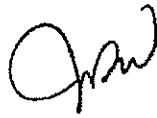
Cc: Michael Walsh, Finance Director



MEMORANDUM

DATE: December 11, 2015

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Summary - Mediated Settlement General Employee's Pension Plan

For approximately one year, the Town has been actively negotiating a successor contract to the recently expired 10 year duration General Employee's Pension Plan.

As a frame of reference, the General Employee's Pension Plan is the vehicle to provide retirement benefits to full-time employees of the Town and BOE that are not Teachers, Police Officers, Firefighters, Dispatchers, or Paraprofessionals. The plan provides a defined benefit (DB) to employees hired prior to January 1, 2006 and defined contribution (DC) benefit to employees hired after that date. There are 421 people covered by the plan with 204 in the DB plan and another 217 in the DC plan.

With respect to the negotiating position of the Town during negotiations, the approved Negotiation Proforma was used as a guideline with an emphasis on reducing the annual 2% COLA paid to retiring DB employees as well as continuing to keep the DC plan available exclusively to new hires.

As an overarching position during negotiations, the Town attempts to keep the contractual promises to long-time employees approaching retirement while lowering the town cost to existing employees who are farther away from retirement while making less costly contractual promises to new employees.

Accordingly, with this information as a backdrop, please accept the following summary related to the mediated settlement of the General Employee's Pension Plan.

1. For employees hired prior to 2006 (DB employees), the 2.33% years of service multiplier is maintained.
2. For employees hired after 2006 (DC employees), the defined contribution pension cost to the employee remains at 6% of salary but the Town match, currently at 3%, will increase to 4% on July 1, 2016. The increased cost to the Town and BOE is \$96,000. The employee may also increase their contribution to the maximum allowed under IRS law.

RE:

Summary - Mediated Settlement General Employee's Pension Plan

3. The DB pension plan benefit includes a 2% annual COLA after 5 years in retirement. That benefit will remain in place for employees who retire prior to July 1, 2025. For those retiring after that date, the annual COLA will drop to 1.5%. The decrease in the accrued pension liability is estimated to be \$300,000 with annual savings to the town totaling \$30,000 (the liability reduction and annual savings is a product largely dependent on employee behavior. The range of liability reduction and annual savings ranges from \$100,000/\$10,000 to \$400,000/\$40,000 with \$300,000/\$30,000 most likely).
4. For DB employees, they will pay 8.5% (up from 8%) toward the cost of their pension benefit. This will increase to 9% on July 1, 2019. The savings to the Town resulting from this change is \$70,000 annually. When the 2019 increase goes into effect, the annual increase will increase to \$140,000.
5. This pension contract has a 7-year duration.
6. Finally, the projections of costs for FY 16 as calculated by the Segal Company for the DB portion of the plan are attached. Note that the total normal cost to the Town annually to provide the DB benefit is \$533,133 while the cost to the members covered by this plan is \$1,107,591. The cost to Town of the DC portion of the plan is \$287,000 with the employees contributing \$574,000.

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

Cc: Marcia A. Leclerc, Mayor
Santiago Malave, HR Director

**DEFINED CONTRIBUTION PLAN FOR FULL-TIME EMPLOYEES OF THE
TOWN OF EAST HARTFORD**

SUMMARY OF PLAN PROVISIONS

TABLE OF CONTENTS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?	1
What information does this Summary provide?	1

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?.....	2
What happens if I'm a participant, terminate employment and then I'm rehired?	2

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are after-tax voluntary contributions?	3
What are rollover contributions?	3
What are mandatory employee contributions?	3

ARTICLE III EMPLOYER CONTRIBUTIONS

What is the Employer nonelective contribution and how is it allocated?	4
What are forfeitures and how are they allocated?	4

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?	4
Is there a limit on the amount of compensation which can be considered?	5
Is there a limit on how much can be contributed to my account each year?	5
How is the money in the Plan invested?	5
Will Plan expenses be deducted from my account balance?	6

ARTICLE V VESTING

What is my vested interest in my account?	6
How is my service determined for vesting purposes?	7

What service is counted for vesting purposes?	7
When will the non-vested portion of my account balance be forfeited?	7

ARTICLE VI BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?	8
What happens if I terminate employment before death, disability or retirement?.....	8
What happens if I terminate employment at Normal Retirement Date?.....	9
What happens if I terminate employment due to disability?	9
How will my benefits be paid to me?	9

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?.....	10
Who is the beneficiary of my death benefit?	10
How will the death benefit be paid to my beneficiary?	10
When must the last payment be made to my beneficiary?.....	11
What happens if I'm a participant, terminate employment and die before receiving all my benefits?	11

ARTICLE VIII TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?.....	11
Can I elect a rollover to reduce or defer tax on my distribution?	11

ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?	12
Are there any exceptions to the general rule?.....	12
Can the Plan be amended?	13
What happens if the Plan is discontinued or terminated?	13
How do I submit a claim for Plan benefits?.....	13
What if my benefits are denied?	13

ARTICLE X
GENERAL INFORMATION ABOUT THE PLAN

Plan Name.....	13
Plan Effective Dates.....	13
Other Plan Information	14
Employer Information.....	14
Administrator Information	14
Plan Trustee Information and Plan Funding Medium.....	14

DEFINED CONTRIBUTION PLAN FOR FULL-TIME EMPLOYEES OF THE TOWN OF EAST HARTFORD

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Defined Contribution Plan for Full-Time Employees of the Town of East Hartford ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Types of Contributions. The Plan includes provisions for the following types of contributions:

- Mandatory employee contributions
- After-tax voluntary employee contributions
- Employee rollover contributions
- Other contributions described later in this summary

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are the following:

- 1) Employees who are in the uniformed service of the Fire or Police Departments, including Telecommunication Operators;
- 2) Employees who are participants in the Connecticut State Teachers Retirement System;
- 3) Full-time appointments of the mayor;
- 4) A full-time active Employee who was hired before January 1, 2006;
- 5) A full-time active Employee hired before January 1, 2006 but who did not elect to transfer his account under the Retirement Plan to this Plan in accordance with procedures established by the Administrator for that purpose;
- 6) An Employee who is not a full-time active Employee;
- 7) For purposes of After-Tax Voluntary Employee Contributions, paraprofessionals are excluded from participating; and
- 8) Behavior Managers Local 1950 of Council #4 AFSCME, AFL-CIO.

Eligibility Conditions. You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. Your Entry Date will be the date on which you satisfy the eligibility requirements.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are after-tax voluntary contributions?

Voluntary contributions. As a participant under the Plan, you may make voluntary contributions to the Plan on an after-tax basis. After-tax contributions are subject to current taxation even though they are contributed to the Plan. However, any earnings you receive on your voluntary contributions made to the Plan will generally not be taxed until you withdraw those amounts from the Plan. When you retire or otherwise become eligible for Plan benefits, the value of your voluntary contribution account will be used to provide additional benefits for you or your beneficiaries.

You will always be 100% vested in your voluntary contributions (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all of your voluntary contributions. Your voluntary contributions will, however, be affected by any investment gains or losses.

Withdrawal of voluntary contributions. You may withdraw amounts in your voluntary contribution account at any time. You will only be taxed on the portion of a distribution that consists of investment gains. You should see the Article entitled "Benefits and Distributions Upon Termination of Employment" for an explanation of how benefits (including your voluntary contribution account) are paid from the Plan.

What are rollover contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" only when you are otherwise entitled to a distribution under the Plan. See "When can I get money out of the Plan?"

What are mandatory employee contributions?

Mandatory contributions. As a condition of employment, you must agree to contribute six (6)% of your compensation to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

Withdrawal of mandatory contributions. You may not withdraw required contributions prior to your termination of employment.

Treatment as Employer contributions. The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that may be made to the Plan.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Your Employer will contribute three percent (3%) of Compensation each payroll period. The Employer shall not contribute on behalf of any Participant who does not make their Employee Mandatory Contribution.

Effective July 1, 2016, the Employer contribution shall be four percent (4%) of Compensation for a Participant who is not a paraprofessional.

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

Adjustments to compensation. The following adjustments to compensation will be made:

- 1) lump sum sick leave will be excluded and 2) accrued vacation paid at separation of employment will be included
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2016 is \$265,000. After 2016, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2016, this total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. After 2016, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your

accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 ($\$1,000/100$) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

- mandatory employee contributions
- rollover contributions
- after-tax voluntary contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to

contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Contributions

Your “vested percentage” in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die.

Vesting Schedule Nonelective Contributions	
Periods of Service	Percentage
Less than five (5)	0%
five (5)	100%

How is my service determined for vesting purposes?

Period of Service. You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

When will the non-vested portion of my account balance be forfeited?

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

ARTICLE VI

BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance. Commencing at 59 ½ years of age or later, if you resign from Town service, you may begin to take withdrawals from the Plan in accordance with IRS regulations.

In addition, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Treatment of rollovers for consent to distribution. In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age sixty-five (65), or your fifth (5th) anniversary of joining the Plan, if later. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

Commencing at 59 ½ years of age or later, an employee who resigns from Town service may begin taking withdrawals from the Plan in accordance with IRS regulations.

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested account balance does not exceed \$5,000, then a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and

your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit in the same forms of payments that were available to you.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Under the Plan, your entire death benefit must be paid to your beneficiaries within five (5) years after your death.

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE VIII TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax. You will not be taxed on your after-tax voluntary contributions to the Plan when they are distributed from the Plan. You will, however, be taxed on income attributable to those contributions.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution

rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA Rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

ARTICLE X GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Defined Contribution Plan for Full-Time Employees of the Town of East Hartford.

Plan Effective Dates

This Plan was originally effective on January 1, 2006. The amended and restated provisions of the Plan become effective on January 1, 2016.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Employer Information

Your Employer's name, address and identification number are:

Town of East Hartford
740 Main Street
East Hartford, Connecticut 06108
06-6001989

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Administrator.

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

Town of East Hartford
740 Main Street
East Hartford, Connecticut 06108
(860) 291-7223

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best

interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:
Wells Fargo Bank, National Association
1525 West W.T. Harris Boulevard
Charlotte, North Carolina 28288-1176. (800) 669-5812

RETIREMENT PLAN
for
FULL-TIME GENERAL EMPLOYEES
of
THE TOWN OF EAST HARTFORD
Amended and Restated July 1, 2005-2015



ID # 06-6001989
Contact: Sandra L. Franklin, Benefits Administrator
Town of East Hartford, Human Resources
(860) 291-7223

**Retirement Plan
For Full-Time General Employees
Of
The Town of East Hartford**

PREAMBLE

WHEREAS, the Town of East Hartford, Connecticut (the "Town"), established the Retirement Plan for Full-Time General Employees of the Town of East Hartford (the "Plan") for eligible employees, effective June 27, 1941, and has subsequently been amended from time to time. The original plan and all amendments were ratified by the Town Council and are incorporated into this restated plan.

WHEREAS, the Retirement Board, in accordance with its authority granted under the Ordinances of the Town of East Hartford, Connecticut and the Plan does hereby amend and restate the Plan in its entirety effective July 1, 2005 2015 unless otherwise required by federal legislation or as set forth in the Plan.

NOW, THEREFORE, the Plan, as amended and restated effective July 1, 2005 July 2015 is hereby received by the Retirement Board, amending and restating the Retirement Plan for Full-Time General Employees of the Town of East Hartford. This Plan has been amended to comply with the following legislation. Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86), the Omnibus Reconciliation Act of 1987 (OBRA '87), the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), the Omnibus Budget Reconciliation Act of 1989 (OBRA '89), the Unemployment Compensation Act of 1992 (UCA '92), the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Small Business Job Protection Act of 1996 (SBJPA '96) the Taxpayer Relief Act of 1997 (TRA '97) and subsequent legislation.

Each provision in this revised document is deemed to be effective as of the effective date required by each respective and applicable law unless otherwise stated in the Plan. Unless otherwise stated herein, the rights of Employees who terminated service on or before June 30, 2005 2015 shall be governed by the terms of the Plan and/or applicable collective bargaining agreement in effect at the time of termination of service.

This Plan is intended to be a governmental plan under Section 414(d) of the Internal Revenue Code and "qualified" as such under Section 401(a) of the Internal Revenue Code.

TABLE OF CONTENTS

	PAGE
ARTICLE 1 - DEFINITIONS.....	1
Section 1.01 Actuary	1
Section 1.02 Continuous Service	1
Section 1.03 Credited Service	2
Section 1.04 Early Retirement Date.....	3
Section 1.05 Effective Date	3
Section 1.06 Employee	3
Section 1.07 Employer.....	3
Section 1.08 Final Average Salary.....	3
Section 1.09 Interest.....	4
Section 1.10 IRC	4
Section 1.11 Joint Pensioner	4
Section 1.12 Normal Retirement Age	4
Section 1.13 Participant	4
Section 1.14 Permanently and Totally Disabled.....	4
Section 1.15 Pension or Pensions	5
Section 1.16 Plan Year.....	5
Section 1.17 Regular Compensation.....	5
Section 1.18 Required Beginning Date.....	5
Section 1.19 Retired Employee.....	5
Section 1.20 Retirement Board	5
Section 1.21 Retirement Fund.....	6
Section 1.22 Retirement System/Retirement Plan	7
Section 1.23 Vested Employee	7
Section 1.24 Vested Status.....	7
ARTICLE II - CONTRIBUTIONS.....	8
Section 2.01 Employee Contributions	8
Section 2.02 Employer Contributions.....	8
Section 2.03 Employer Pick-Up Contributions	8
ARTICLE III - ELIGIBILITY.....	9
Section 3.01 Employees Who Were Eligible Employees on December 1, 1996	9
Section 3.02 Employees Entering Service after December 1, 1996	9
Section 3.03 Employees Entering Service after January 1, 2006	9
ARTICLE IV - AMOUNT OF PENSION.....	10
Section 4.01 Benefits and Their Payment.....	10
Section 4.02 Adjustments to Pensions.....	10
Section 4.03 Minimum Monthly Pension	10
Section 4.04 Maximum Benefit.....	10
Section 4.05 Deferred Vested Pension.....	10
Section 4.06 Minimum Distribution Requirements	11

ARTICLE V - DISABILITY PAYMENTS	12
Section 5.01 Permanently and Totally Disabled.....	12
Section 5.02 Medical Examination.....	12
Section 5.03 Service Connected Disability	12
Section 5.04 Non-Service Connected Disability	12
Section 5.05 Medical Evidence.....	13
Section 5.06 Cessation of Disability	13
ARTICLE VI - RETIREMENT DATE	14
Section 6.01 Normal Retirement.....	14
Section 6.02 Deferred Retirement.....	14
Section 6.03 Early Retirement	14
Section 6.04 Timing of Pension Payments	14
Section 6.05 Re-employment of Retired Employees.....	14
ARTICLE VII - PENSION PAYMENT OPTION	15
Section 7.01 Normal Form of Payment	15
Section 7.02 Joint Pension Option.....	15
Section 7.03 Election of Joint Pension	15
Section 7.04 Changing the Election.....	15
ARTICLE VIII - TERMINATION OF SERVICE	16
Section 8.01 Termination without Vested Rights	16
Section 8.02 Termination with Vested Rights	16
ARTICLE IX - DEATH BENEFITS.....	17
Section 9.01 Before Retirement.....	17
Section 9.02 After Retirement	17
Section 9.03 Beneficiaries	17
ARTICLE X - AMENDMENT AND TERMINATION.....	18
Section 10.01 Amendment.....	18
Section 10.02 Termination.....	18
Section 10.03 Distributions Upon Plan Termination.....	18
ARTICLE XI - ADMINISTRATION OF PLAN.....	19
Section 11.01 Annual Report.....	19
Section 11.02 Interpretation of Misunderstanding or Ambiguity	19
Section 11.03 Finding of Facts	19
Section 11.04 Furnishing Information and Proof	19
Section 11.05 Information Required from Terminated Vested Employees.....	19
Section 11.06 False Statement.....	19
Section 11.07 Return of Town Contributions Under Special Circumstances.....	20

ARTICLE XII - MAXIMUM BENEFIT LIMITATION	21
Section 12.01 In General.....	21
Section 12.02 Annual Benefit.....	21
Section 12.03 Adjustment for Less than 10 Years of Participation.....	21
Section 12.04 Maximum Benefit Limitation Definitions	21
Section 12.05 Adjustment for Early or Late Commencement of Benefits	22
Section 12.06 Combined Plan Limits	22
Section 12.07 Protection of Prior Benefits	23
Section 12.08 Application of Maximum Limitations	23
ARTICLE XIII - GENERAL PROVISIONS.....	24
Section 13.01 Exclusive Benefit.....	24
Section 13.02 Gender and Number	24
Section 13.03 Forfeitures	24
Section 13.04 Applications for Pensions	24
Section 13.05 Payment of Actuarial Equivalent Amount.....	24
Section 13.06 Non-Assignment	24
Section 13.07 Proof of Living Payee	25
Section 13.08 Limit on Reduction of Accrued benefit Plan Amendment	25
Section 13.09 Education Workshop.....	25
ARTICLE XIV - ROLLOVER PROVISIONS.....	26
Section 14.01 Direct Rollovers.....	26
Section 14.02 Rollovers to the Plan.....	27
TABLE 1 - JOINT PENSION OPTION FACTORS.....	28

ARTICLE I – DEFINITIONS

Section 1.01. Actuary.

The term “Actuary” shall mean a member of the Society of Actuaries, or an organization employing such a member, appointed and compensated by the Retirement Board to render actuarial and/or consulting services with respect to the Retirement System.

Section 1.02. Continuous Service.

- (a) The term “Continuous Service” shall mean uninterrupted employment of an Employee with the Town. Continuous Service with the Town shall not be broken in the event of: (i) absence approved by the Retirement Board, during any period not in excess of one year, except that the Retirement Board may consent to extend the period of leave; or (ii) absence from work because of occupational injury or disease incurred as a result of employment with the Town, for which absence an Employee shall be entitled to Workers’ Compensation payments.
- (b) An Employee shall not receive Credited Service in the case of the period of absence set forth in section 1.02(a), above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Employee will again accrue Credited Service.
- (c) Non-Work Periods Credited. Except as provided in this Section 1.02(c), a Participant shall not receive Credited Service for periods of absence from employment during which he receives no compensation from the Town and does not make Participant Contributions.
 - (1) Military Service. The Retirement Plan will grant Credited Service and years of vesting service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) for a Participant who was an Employee immediately before the commencement of military service as defined in USERRA, provided such Participant returns to employment with the Town within the “Required Period” of time set forth in paragraphs (2)(A) through (D) below. Credited Service shall only be granted if the Participant fulfills the requirements of paragraph Section 1.02(c)(3).
 - (2) Required Period. Under USERRA, the “Required Period” depends on the length of Military Service. In general, the Required Period is:
 - (A) one day after a Participant’s Military Service ends (if such service was less than 31 days);
 - (B) 14 days after a Participant’s Military Service ends (if such service was more than 30, but less than 181 days); and
 - (C) 90 days after a participant’s Military Service ends (if such service was more than 180 days).
 - (D) If a Participant is hospitalized for or recovering from an illness or injury that was incurred or aggravated during Military Service, USERRA requires that such Participant register for reemployment with the Town as

soon as he has recovered. Except as otherwise provided by USERRA, this recovery period cannot exceed two years.

- (3) A Participant who enters the Armed Forces of the United States for a period of not more than five years (consecutive or individual years), is separated from active duty under conditions other than a dishonorable discharge, and returns to or makes himself available for work within the period specified in Section 1.02(c)(2)(A)-(D), shall be granted not to exceed one year of Credited Service for vesting purposes only in any one Calendar Year, up to a maximum of five years of Credited Service for vesting purposes, for such active duty in the Armed Forces.
- (4) A Participant returning from military service who meets the requirements of Section 1.02(c)(1)-(2) shall have the right to make up his Employee Contributions and thereby receive Credited Service for benefit accrual purposes equal to his period of military service, to a maximum of five years of Credited Service. Such Participant must notify the Retirement Board upon reemployment of his desire to repay his Employee Contributions. Such Contributions shall be made either in a lump sum payment or on a post-tax basis over a period equal to the lesser of (1) three times his military service or (2) five years. The amount of Employee Contributions owed to the Plan shall be equal to—
 - (A) the Employee contribution rate in effect immediately before the commencement of military service, multiplied by
 - (B) the Employee's earnings for the preceding 12- month period prior to his military service, multiplied by
 - (C) the number of years and months of military service, to a maximum of five years; plus
 - (D) compounded interest at the applicable current rate of ~~four (4%) percent~~ annually.
- (5) To the extent required by USERRA, a Participant must inform the Town in writing before entering Military Service to be eligible for years of Credited Service for vesting purposes as described above.

Section 1.03. Credited Service.

- (a) The term "Credited Service" shall mean the number of full years of Continuous Service and fractions thereof to the nearest completed month with the Employer, plus any service that is required to be credited under Section 1.02, above, as determined by the Retirement System to the earlier of his date of termination of employment, or his actual retirement date. A Participant will not receive Credited Service for any period of which he is eligible hereunder if he does not make the necessary Employee contribution as described in Article II.
- (b) Credit for Military Service Prior to Employment with the Town. An active Employee in the Town's employment as of March 1, 1988, who served in the U.S. military on active, full-time duty for one or more years prior to the date of his employment may buy back, in

whole years, up to 4 years of that service time for purposes of his pension accrual. In order to have been eligible to “buy back” such military service, eligible Employees must have advised the Director of Human Resources, in writing, of their desire to do so prior to March 1, 1989. Employees hired after March 1, 1988, must advise the Director of Human Resources, in writing, within 90 days of their date of hire of their desire to “buy back” any such military time. The cost to the Employee of this “buy back” shall be determined by the Plan’s Actuary and shall be equal to a percentage of such Employee’s salary for each year purchased (maximum four (4) years). Purchase must be made in full year increments with a minimum purchase of one (1) year. Employees will have up to three (3) years to make payment to the Retirement Board through any means acceptable to the Retirement Board. Any additional years of military service time that is purchased shall be added to an Employee’s Credited Service at actual retirement, and are not includable for the “Rule of 85” eligibility or for any eligibility purposes to attain any benefit under this Retirement Plan.

Section 1.04. Early Retirement Date.

The term “Early Retirement Date” shall mean the date upon which a Participant becomes eligible for an early retirement pension benefits pursuant to section 6.03.

Section 1.05. Effective Date.

The effective date of the Retirement System was originated by the State Legislature on June 27, 1941; however, as used hereafter, the term “Effective Date” shall mean July 1, 2005 through June 30, 2015. July 1, 2015 through June 30, 2022

Section 1.06. Employee.

The term “Employee” shall mean a full-time active Employee in the service of the Town of East Hartford, who is not a Dispatcher, a Paraprofessional, in the uniformed service of the Fire or Police Departments or covered by the Connecticut State Teachers’ Retirement System or the ~~Board of Education Paraprofessional Pension Plan.~~

Section 1.07. Employer.

The term “Employer” shall mean the Town of East Hartford.

Section 1.08. Final Average Salary.

- (a) **In General.** The term “Final Average Salary” shall mean the Employees’ average annual pay, including overtime, holiday, longevity payments, and vacation pay for the 36 consecutive months of service based on the Plan Year, with the Employer that result in the highest annual average compensation. Final Average Salary shall also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary. In addition, Final Average Salary shall include any lump sum payments resulting from unused accrued terminal/sick leave and unused vacations, subject to the maximums contained in the appropriate collective bargaining agreements.

- (b) **Special Rule for Employees Hired After December 1, 1996.** For Employees hired after December 1, 1996, the lump sum payment for unused accrued terminal/sick leave shall not be included in the determination of Final Average Salary; however, the lump sum payment for unused vacation shall be included in the determination of such Final Average Salary.

Section 1.09. Interest.

The term “Interest” shall mean interest compounded annually on the last day of the Plan Year at ~~the current rate of four percent (4%)~~, as that rate may be determined and adjusted from time to time by the Retirement Board.

Section 1.10. IRC.

The term “IRC” means the Internal Revenue Code of 1986, as it may be amended from time to time. Reference to a section of the Code shall include that section and any comparable section of any future legislation that amends, supplements or supersedes said section.

Section 1.11. Joint Pensioner.

The term “Joint Pensioner” shall mean any person entitled to receive a Joint Pension after the death of an Employee pursuant to Article VII.

Section 1.12. Normal Retirement Age.

The term “Normal Retirement Age” shall mean the date upon which an Employee reaches his or her Normal Retirement Date as that term is defined in Section 6.01.

Section 1.13. Participant.

The term “Participant” shall mean an Employee who has satisfied the Eligibility requirements set forth in Article III.

Section 1.14. Permanently and Totally Disabled.

- (a) **Non-Service Connected Disability.** The term “Permanently and Totally Disabled” for purposes of the Non-Service Connected Disability Benefit shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in any regular gainful employment or occupation, and that such disability was not the result of the Employee’s own willful misconduct or resulting from service in the Armed Forces of any country for which a service connected government disability award is payable and is expected to be permanent and continuous for the remainder of the Employee’s life.
- (b) **Service Connected Disability.** The term “Permanently and Totally Disabled” for the Service Connected Disability Benefit shall mean that an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in or perform the normal duties of his regular occupation with the Town, and that such disability was not the result of the Employee’s own willful misconduct or resulting from service in the Armed Forces of any country for which a service connected government disability award is payable, and is expected to be permanent and continuous for the remainder of the Employee’s life.

- (c) **Willful Misconduct.** For purposes of this Retirement Plan, willful misconduct shall be construed to include, but is not limited to, the following events:
- (1) disability resulting from an intentionally self-inflicted injury;
 - (2) disability that was contracted, suffered or incurred while the Employee was engaged in or resulted from having engaged in a felonious enterprise;
 - ~~(3) disability resulting from chronic alcoholism or addiction to narcotics.~~

Section 1.15. Pension or Pensions.

The term “Pension or Pensions” shall mean a payment made to a Retired Employee, Vested Employee or such individual’s Joint Pensioner according to the provisions of this Retirement System, other than a return of contributions with Interest.

Section 1.16. Plan Year.

The term “Plan Year” shall mean the 12 months from July 1st of any year to June 30th of the following year, both dates inclusive.

Section 1.17. Regular Compensation.

- (a) **In General.** The term “Regular Compensation” shall mean the annual salary or wages of an Employee for services with the Town, including overtime, holiday, longevity payments and vacation pay. It shall also include any deferred salary or deferred wages that are considered annual salary or pay/wages during the period used to determine Final Average Salary. Effective for Employees hired on or after July 1, 1996, the amount of pay, for purposes of this section shall be limited to a maximum of \$150,000 in a calendar year, or such other amount as prescribed by the Secretary of the Treasury pursuant to IRC §401(a)(17). For employees hired prior to December 1, 1996, Regular Compensation shall also include any lump-sum payment resulting from unused accrued terminal/sick leave and unused vacation (subject to the maximums contained in the appropriate collective bargaining agreements).
- (b) **Special Rule for Employees Hired After December 1, 1996.** For Employees hired after December 1, 1996, the lump sum payment for unused terminal/sick leave shall not be included in the determination of Regular Compensation; however, the lump sum payment for unused vacation shall be included in the determination of Regular Compensation.

Section 1.18. Required Beginning Date.

The term “Required Beginning Date” shall mean the later of April 1 of the calendar year following the calendar year in which a Participant reaches age 70½ or terminates employment.

Section 1.19. Retired Employee.

The term “Retired Employee” shall mean a former Employee continuously employed by the Town until the commencement of a Pension, who meets the requirements to receive a Normal, Early or Disability Pension from the Town and who is receiving a Pension provided for

hereunder. A Vested Employee as defined in Section 1.23 below will not be considered a "Retired Employee."

Section 1.20. Retirement Board.

- (a) **Membership.** The term "Retirement Board" shall mean the Board herein created for the administration of the Retirement System. The Board shall consist of five members, not more than three of whom shall belong to any one political party as follows: A member of the Town Council; the Town Treasurer; and three citizens of the Town of East Hartford, one of whom shall be a member of the Retirement System as selected by a coalition of the various bargaining groups of the Town.
- (b) **Appointment and Term.** All members, except the Town Treasurer, shall be appointed by the Mayor, with consent of the Town Council. The Town Treasurer and the member representing the Town Council shall be appointed for a term of two years; the other three members shall be appointed for terms of five years, and their respective successors shall be appointed for five-year terms, provided, the term of office of such member shall continue until his successor shall be appointed and shall have qualified.
- (c) **Vacancies.** In the event of a vacancy on said Board, such vacancy shall be filled in the same manner as the member so to be succeeded was appointed or elected. In no event shall any person remain a member of said Board, except during the time he continues to be a member of the Board or body from which he was appointed or elected.
- (d) **Compensation.** The members of the Retirement Board shall serve without compensation.
- (e) **Authority of Board.** The Board shall make bylaws and regulations that are consistent with the law; shall employ such actuarial, medical, clerical and other services as may be necessary for the proper operation of the Retirement System, and shall do all things necessary and proper toward carrying out the purpose for which the Retirement system was created.
- (f) **Administrative Expenses.** The Board shall submit annually to the Town Council a schedule of its estimated expenses necessary for the administration of this Retirement System, and all such expenses of administration shall be paid by the Town.
- (g) **Board is Trustee.** The Board shall be the Trustee of the funds herein created and shall have full control and management thereof, with power to invest and reinvest the same in accordance with the laws of the state governing the investment of trust funds.
- (h) **Authority to Enter into Group Annuity Contract.** The Retirement Board may enter into a group annuity contract with any insurance company authorized to transact business in the State of Connecticut to insure the entire Retirement Plan or such portion thereof as the Board shall deem advisable, provided any such contract, before actually being consummated, shall be approved by a two-thirds (2/3) vote of the Town Council.

Section 1.21. Retirement Fund.

The term “Retirement Fund” shall mean the fund derived from contributions made as herein provided for the payment of Pension benefits to Retired Employees under this Retirement System.

Section 1.22. Retirement System/Retirement Plan.

The term “Retirement System” or “Retirement Plan” shall mean the plan of retirement and other benefits for General Employees of the Town of East Hartford as set forth in and by this document and all subsequent amendments thereto, and, as used herein, excludes the Retirement Plans for full-time active Employees of the Police and Fire Departments.

Section 1.23. Vested Employee.

The term “Vested Employee” shall mean any former Employee who terminates employment and who subsequently qualifies for a deferred vested Pension under Article VIII, relating to termination of service.

Section 1.24. Vested Status.

The term “Vested Status” shall mean the attainment by the Employee of a nonforfeitable right to a pension benefit.

- (a) For Employees hired before March 1, 1983, Vested Status means the completion of eight (8) years of Credited Service;
- (b) For employees hired on or after March 1, 1983, Vested Status means the completion of ten (10) years of Credited Service;
- (c) Periods of time during which an Employee is on leave under the Family and Medical Leave Act (up to 501 hours) or military service in accordance with 1.02 shall be counted for purposes of determining Vested Status.

ARTICLE II – CONTRIBUTIONS

Section 2.01. Employee Contributions.

Effective February 2, 2006 the rate of contribution to be made by a Participant in the Retirement Plan shall equal 8% of Regular Compensation. **Effective upon ratification of this Agreement, the Employee Contribution will increase to 8.5% of Regular Compensation. Effective July 1, 2019, the Employee Contribution will increase to 9% of Regular Compensation.** Such Employee contribution will cease to be contributed at the end of the Plan Year when the allowable maximum pension benefit amount is attained as defined in Section 4.04.

Section 2.02 Employer Contributions.

- (a) At least once every two years, the Retirement Board shall be required to have an Actuary perform an actuarial valuation of the assets and liabilities of the Retirement System and the amount of contributions from the Employer, in addition to the Employee Contribution, that will be necessary to adequately finance the benefits under the Retirement System.
- (b) On the basis of each valuation, the Town shall pay the Retirement Board each year, an amount that will meet the actuarial cost of current service or normal cost and, until it is amortized, the unfunded accrued liability.
- (c) The annual appropriation by the Town for each of the 25 Plan Years, beginning October 1, 1987 shall be the sum of the normal cost for the year and the annual payment that would be required, on a level basis, to amortize the unfunded accrued liability over 25 years from a October 1, 1987. The appropriation for each Plan Year thereafter shall be the normal cost for the year.
- (d) Any proposal that would change the benefits payable or Employee Contributions required under the Retirement System shall be accompanied by an estimate by the Actuary of the additional appropriations by the Town that will be required to finance the additional normal cost and to amortize, on a level basis, the additional accrued liability over 30 years from the effective date of change.

Section 2.03 Employer Pick-Up Contributions.

Effective July 1, 1998, pursuant to §414(h)(2) of the Internal Revenue Code, the Town shall pick-up and pay the contributions that otherwise would be payable by each Employee. The contributions so “picked-up” shall be treated as Employer contributions for purposes of determining the amounts of federal income taxes to withhold from each Participant’s Regular Compensation.

Employee Contributions picked-up by the Town shall be paid from the same source of funds used for the payment of salaries to Employees. A deduction shall be made from each Employee’s Regular Compensation equal to the amount of the Employee Contributions picked up by the Town, provided that such deduction shall not reduce the Employee’s Regular Compensation for purposes of computing benefits under this Plan.

Employee Contributions picked-up by the Town shall be credited to a separate account for each Employee, so that Employee Contributions made prior to July 1, 1998, may be distinguished from the Employee Contributions picked-up by the Town on and after July 1, 1998.

ARTICLE III – ELIGIBILITY

Section 3.01. Employees Who Were Eligible Employees on December 1, 1996.

An Employee who was an eligible Employee in the Retirement System on December 1, 1996, will remain an eligible Employee thereafter, subject to the provisions of this Retirement System.

Section 3.02. Employees Entering Service after December 1, 1996.

An Employee who enters the service of the Town on or after December 1, 1996, will become an eligible Employee if the following conditions are met:

- (a) Employees Under Age 45. An Employee who has not yet attained his 45th birthday must become covered under the Retirement System within three months after his employment commences as a condition of employment;
- (b) Employees Who Have Attained 45th birthday. An Employee who has attained his or her 45th birthday, shall not be required to become covered under the Retirement System as a condition of employment. If, however, such Employee does not apply within three months of entering the service of the Town, he must do so within two years of his employment date. To be credited with his service rendered prior to his application for admission, such Employee must contribute to the Plan all required Employee Contributions for such period, together with Interest thereon;
- (c) Mandatory Nature of Employee Contributions. All Employees must make their Employee Contributions while eligible to do so. No Credited Service will be granted during any period when the Employee does not make the necessary contributions to the Retirement System except to the extent otherwise required by applicable law.

Section 3.03. Employees Entering Service after January 1, 2006

An employee who enters the service of the Town after January 1, 2006 will become a member of the Defined Contribution plan (**Section 15**) and is not eligible to participate in this Defined Benefit Pension Plan.

ARTICLE IV – AMOUNT OF PENSION

Section 4.01. Benefits and Their Payment.

Subject to the maximum and minimum limitations set forth herein, the Retirement Board shall pay each Employee who has retired according to the provisions of Article VI, a Pension for life in an amount determined from Part A or B, whichever applies.

Part A: Benefits at Normal Retirement shall equal 2.333% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service. One-twelfth (1/12) of this amount shall be paid monthly.

Part B: Benefits at Early Retirement shall equal 2.333% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service reduced by .4167 percent (5% per year) for each full month by which the date the Employee retires precedes his Normal Retirement Date. One-twelfth (1/12) of this amount shall be paid monthly.

Section 4.02. Adjustments to Pensions.

Effective for all employees who have retired prior to July 1, 2005, the Retirement Board shall cause a study to be made by the Plan's Actuary every three Plan Years on the then current status of Pensions being paid to all Retired Employees, and the effect of economic conditions on payments being made to such Retired Employees. Such study shall be submitted to the Mayor for submission to the Town Council; which shall have the right, in its sole discretion, to provide for an increase in the Pensions of Retired Employees.

Effective for Employees with Retirement Dates on or after July 1, 2005, a two percent (2%) cost of living adjustment per annum shall be applied to such Employee's retirement benefit effective on the January 1 that is five (5) full years after the retirement date.

Effective for Employees with Retirement Dates on or after July 1, 2025, a one and a half (1.5%) cost of living adjustment per annum shall be applied to such Employee's retirement benefit effective on the January 1 that is five (5) full years after the retirement date.

Section 4.03. Minimum Monthly Pension.

The minimum monthly Pension for a Participant who retires on his Normal Retirement Date, in accordance with this Article IV, shall equal one hundred and twenty-five dollars (\$125) per month, provided the Employee has completed at least 20 years of Credited Service.

Section 4.04. Maximum Benefit.

- (a) Benefits with respect to a Participant may not exceed the limitations set forth in Article XII. This section does not constitute an election under IRC §415(b)(10)(C).
- (b) Notwithstanding the foregoing, the maximum yearly accrued Pension for an Employee who retires under this Retirement System shall not exceed 70% of such Employee's Final Average Salary.

Section 4.05. Deferred Vested Pension.

The amount of Pension to be provided for a terminated Employee who has met the vesting requirements of Section 8.01 shall be the amount of Pension accrued to the Employee's date of termination using Final Average Salary and Credited Service to such date. Such Pension shall be based on the Retirement System provisions in effect at the time the Employee terminated employment with the Town.

Section 4.06 Minimum Distribution Requirements.

- (a) The payment of benefits to a Participant who is eligible for a Pension shall begin no later than the Required Beginning Date.
- (b) For purposes of this subsection, a Participant's Required Beginning Date shall be April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, whichever is later.
- (c) A Participant's entire interest in the Plan must be distributed over the life of the Participant or the lives of the Participant and a designated beneficiary, over a period not extending beyond the life expectancy of the participant or the life expectancy of the participant and designated beneficiary.
- (d) When a Participant dies after distribution of benefits has begun, the remaining portion of the Participant's interest shall be distributed at least as rapidly as under the method of distribution that was in effect prior to the Participant's death.
- (e) When a Participant dies before distribution of benefits has begun, the entire interest of the Participant shall be distributed within five years of the Participant's death. The five-year payment rule does not apply to any portion of the Participant's interest that is payable to a designated beneficiary over the life or life expectancy of the beneficiary and which begins within one year after the date of the Participant's death. The five-year payment rule does not apply to any portion of the Participant's interest that is payable to a surviving spouse over the life or life expectancy of the spouse which begins no later than the date the Participant would have reached age 70½.

ARTICLE V – DISABILITY PAYMENTS

Section 5.01. Permanently and Totally Disabled.

An Employee shall be deemed to be Permanently and Totally Disabled within the meaning of this Retirement System only if the Retirement Board, in its sole and absolute discretion shall determine on the basis of medical evidence that the Employee is Permanently and Totally Disabled.

Section 5.02. Medical Examination.

Employees applying for disability retirement shall be required to submit to examination, at the expense of the Retirement Board, by at least two (2) impartial physicians or psychiatrists selected by the Retirement Board, and such Employee may be required to submit to a re-examination no more than once every 12-month period.

Section 5.03. Service Connected Disability.

- (a) Any Employee covered under this Retirement System, who becomes Permanently and Totally Disabled during the course of performing essential duties pertaining to his employment, shall be eligible to receive a Service Connected Disability Pension. The amount of such Service Connected Disability Pension shall equal fifty percent (50%) of the disabled Employee's Final Average Salary or his annual rate of pay (whichever is greater) at the time of such disability, plus an additional 2.33% of such compensation for each year of Credited Service in excess of 25 years, subject to a maximum Pension of 70% of Final Average Salary. One-twelfth (1/12) of this amount shall be paid monthly.
- (b) In no event shall payments under this section, together with any regular benefits awarded under the Connecticut Workers' Compensation Act (excluding any special awards such as loss of limb, eye, etc. provided for in Section 31-308 and 31-308a of the Connecticut General Statutes) and any disability awards under Social Security, exceed one hundred percent (100%) of Final Average Salary or the annual rate of pay being paid to the disabled Employee at the time of disability.
- (c) No former Employee who is retired with a Service Connected Disability Pension Benefit shall be permitted to earn from any form of employment, including self-employment, a sum which when added to his Disability Pension, exceeds the current annual rate of pay for the position the former Employee had at the time of his disability retirement.

Section 5.04. Non-Service Connected Disability.

An actively employed Employee under this Retirement System who has at least 10 years of Credited Service and becomes Permanently and Totally Disabled shall be eligible to receive a Non-Service Connected Disability Pension. The amount of such Non-Service Connected Disability Pension shall equal 2.333% of the Employee's Final Average Salary multiplied by the number of years and full months of his Credited Service. One-twelfth (1/12) of this amount shall be paid monthly. Such Pension shall be subject to the maximum and minimum limitations stated in the Plan.

Section 5.05 Medical Evidence.

The Retirement Board may, from time to time, call for medical evidence that the Employee continues to be Permanently and Totally Disabled. In the event that the Retirement Board shall, upon competent medical evidence, conclude that the disability for which the Employee is receiving a Pension no longer exists, or if it is established that such Employee is engaged in any regular gainful employment or occupation, the Retirement Board shall thereupon order a discontinuance of the Pension payable to such former Employee.

Section 5.06. Cessation of Disability.

Such disability payments will end immediately before the earlier of the following dates:

- (a) the date the Employee ceases to be Permanently and Totally Disabled by death or recovery; or
- (b) the date he reaches his sixty-fifth (65th) birthday, at which time he will receive Pension payments in accordance with Section 4.01, Part A, in the same amount as his Disability Pension.

ARTICLE VI – RETIREMENT DATE

Section 6.01. Normal Retirement.

- (a) Employees in Town Employment Prior to March 1, 1983. For an Employee in Town employment prior to March 1, 1983, the Normal Retirement Date is the day of the month named by the Employee on which the Employee satisfies the following conditions:
 - (1) attainment of age 62; and
 - (2) completion of eight (8) years of Credited Service.
- (b) Employees Entering Town employment on or after March 1, 1983. For an Employee entering Town employment on or after March 1, 1983, the Normal Retirement Date is the day of the month named by the Employee on which the later of the following occurs:
 - (1) attainment of age 65 and completion of 10 years of Credited Service; or
 - (2) attainment of age 62 and completion of 25 years of Credited Service.
- (c) **Rule of 85.** Effective March 1, 1988, an Employee will be eligible to retire and receive a Normal Retirement Pension, provided such Employee's combined attained age in whole years and Credited Service in whole years equals 85, and further provided that such Employee was in active service on August 24, 1988, and thereafter.

Section 6.02. Deferred Retirement.

Employee contributions will be allowed until the Employee's actual retirement date. If an Employee works after his Normal Retirement Date, his Pension shall accrue to his actual retirement date, subject to the maximum yearly pension of 70% of his Final Average Salary.

Section 6.03. Early Retirement.

- (a) Employees in Town employment Prior to March 1, 1983. An Employee who is in Town employment prior to March 1, 1983 and who has attained the age of fifty-two (52) years shall be eligible for retirement if he has completed eight years of Credited Service at the time of retirement.
- (b) Employees Entering Town Employment on or after March 1, 1983. An Employee entering Town employment on or after March 1, 1983 who has attained the age of fifty-five (55) years shall be eligible for retirement if he has completed 10 years of Credited Service at the time of retirement.

Section 6.04. Timing of Pension Payments.

All Pension payments shall become due and payable on the last day of each calendar month, provided the initial Pension payment shall be computed as the pro rata of the amount of Pension corresponding to the fraction of the month elapsed since the effective date of retirement.

Section 6.05. Re-employment of Retired Employees.

If a Retired Employee is re-employed by the Town, his Pension shall cease with the last payment due prior to his re-employment. Pension payments shall again become payable following subsequent termination of employment.

ARTICLE VII – PENSION PAYMENT OPTION

Section 7.01. Normal Form of Payment.

A Retired Employee's Pension is normally payable in the form of a monthly benefit for such Employee's lifetime, commencing on his actual retirement date and ceasing with the last payment due immediately preceding the Retired Employee's death.

Section 7.02. Joint Pension Option.

- (a) In lieu of receiving a Pension in the form of a single life annuity as provided in Section 7.01, a Retired Employee may elect to receive his Pension as a 100% or 50% Joint Pension Option. Under such form, the Retired Employee shall receive a lifetime monthly Pension that is actuarially adjusted in accordance with the applicable factors determined from Table 1. Upon the Retired Employee's death, his Joint Pensioner, if living, shall be entitled to a lifetime monthly Pension equal to 100% or 50% (depending on the Option selected) of the Retired Employee's adjusted monthly Pension.
- (b) If the Joint Pensioner is more than 30 years younger than the Retired Employee, the benefit otherwise payable to the Joint Pensioner under this Option shall be limited so that the value of the Pension payable to the Retired Employee shall not be less than fifty percent (50%) of the value of the Retired Employee's total original Pension, calculated as of the Retired Employee's actual retirement date.
- (b) The monthly Pension payment to the Joint Pensioner shall commence on the last day of the month in which the Retired Employee dies, if the Joint Pensioner is then living, and shall cease with the last payment due for the month in which the Joint Pensioner's death occurs.
- (c) If the Joint Pensioner dies before the Employee's actual retirement date, the unreduced Pension in the form of a single life annuity automatically will become payable to the Retired Employee as if the Joint Pension Option had not been elected. If the Joint Pensioner predeceases the Retired Employee after retirement, the Pension payments shall cease upon the Retired Employee's death. No monthly Pension shall be payable to the Joint Pensioner if the Employee dies before his first Pension payment becomes due.

Section 7.03 Election of Joint Pension.

The Joint Pension Option may be elected by an Employee by written notice to the Retirement Board at least one (1) year before the Employee's actual retirement date, or at any time prior to his actual retirement date, if the Employee submits satisfactory evidence of his good health to the Retirement Board.

Section 7.04. Changing the Election.

In no event shall the consent of any person entitled to receive payments upon the death of the Employee be required for an Employee to revoke or change the Joint Pension Option. Anything in this Plan to the contrary notwithstanding, an Employee shall not have the right, prior to his retirement, to irrevocably elect to have all or part of his interest in this Plan, which would otherwise become available to him during his lifetime, paid only to his beneficiary after his death.

ARTICLE VIII – TERMINATION OF SERVICE

Section 8.01. Termination without Vested Rights.

An Employee who entered Town employment prior to March 1, 1983, who terminates employment before he has completed at least eight years of Credited Service with the Town shall lose his eligibility for Pension benefits, and he shall receive his Employee Contributions with Interest up to his date of termination of employment. An Employee entering the Town employment on or after March 1, 1983 who terminates employment before he has completed at least 10 years of Credited Service with the Town shall lose his eligibility for Pension benefits and he shall receive his Employee Contributions with Interest up to his date of termination as described above.

Section 8.02. Termination with Vested Rights.

An Employee who meets the eligibility requirements described in Section 8.01, and who does not elect to receive his Employee Contributions with Interest, may elect to receive a Pension on his Normal or Early Retirement Date equal to the applicable amount determined pursuant to Article IV. Terminated Vested Employees who die before or after retirement shall receive a Death Benefit as determined in Section 9.02, namely, the return of their Contributions with Interest up to their date of death or retirement; whichever is earlier, less any Pension payments received after retirement.

ARTICLE IX – DEATH BENEFITS

Section 9.01 Before Retirement.

Upon the death of an Employee before his Retirement Date, if such Employee does not have a spouse, the Employee's named beneficiary shall receive a Death Benefit equal to the Employee's Contributions with Interest. If there is no named beneficiary, such Death Benefit shall be paid to the estate of the deceased Employee.

The Spouse of an actively employed Employee under this Retirement System who dies shall be eligible to receive a Pre-Retirement Death Benefit. The amount of such Pre-Retirement Death Benefit shall equal 80% of the Employee's Normal Retirement Pension, determined as of his date of death, based upon Credited Service and Final Average Salary as of his date of death. One-twelfth (1/12) of this amount shall be paid monthly.

Section 9.02. After Retirement.

Upon the death of a retired Employee who did not elect to receive the optional form of Pension, as described in Article VII, his named beneficiary shall receive a Death Benefit equal to such deceased Employee's Contributions with Interest less any Pension benefits received by the Employee prior to his death. If there is no named beneficiary, any such Death Benefits shall be paid to the estate of the deceased Employee. If such Employee elected to receive the optional form of Pension, the provision of such option shall govern, and there shall be no Death Benefit upon the death of the last survivor.

Section 9.03. Beneficiaries.

- (a) An Employee may name a beneficiary to receive the Death Benefit due on or after his death by written request filed with the Town. With the consent of the Town, he may name two (2) or more co-beneficiaries or successor beneficiaries. If an Employee names two (2) or more persons as beneficiaries, such persons or their survivors shall be considered co-beneficiaries unless he provides otherwise.
- (b) An Employee may change any named beneficiary from time to time by written request filed with the Town. The consent of his beneficiary is not required to any naming or changing thereof. Such request is effective when the Employee signs the written request, whether or not he is living at the time the request is received by the Town, but without prejudice for any payments made before receipt of the request.

ARTICLE X – AMENDMENT AND TERMINATION

Section 10.01. Amendment.

- (a) This Retirement Plan is established and maintained for the exclusive benefit of the Employees of the Town and their beneficiaries. Subject to this limitation, the Town reserves the power at any time or times to amend provision of this Retirement Plan if, with respect to payments resulting from Pensions provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments, or delay the due date of any payment.
- (b) Any provision of this Retirement Plan may be amended in any respect, without regard to the above limitation, if the amendment is required for qualification or continued qualification of the Retirement Plan under income tax law, or is necessary for this Retirement Plan to meet the requirements of any other applicable law.
- (c) Neither the consent of the Employee nor that of any other payee is required for any amendment to the Retirement Plan made as provided above.

Section 10.02. Termination.

If this Retirement Plan is terminated, the accrued benefit of each Employee in the Retirement Plan shall immediately become 100% vested and nonforfeitable, to the extent that such benefit is funded, in accordance with the requirements imposed by the Internal Revenue Code. In the event of a partial termination, the requirements of this provision shall be applied to the terminated portion of the Plan.

Section 10.03. Distributions Upon Plan Termination.

Upon termination of the Retirement Plan by the Employer, the Retirement Board shall distribute to each Employee (or other person entitled to distribution) the value of the Employee's accrued benefits in accordance with the terms of this Retirement Plan and with applicable law.

ARTICLE XI – ADMINISTRATION OF PLAN

Section 11.01. Annual Report.

The Retirement Board shall, on or before March 31st of each year, file with the Town Council an annual report showing the financial condition of the Retirement system as of the end of the last completed fiscal year, including an actuarial valuation of assets and liabilities, and setting forth such other facts, recommendations and data as may be of value to the Retirement System of the Town of East Hartford.

Section 11.02. Interpretation of Misunderstanding or Ambiguity.

If any misunderstanding or ambiguity arises concerning the meaning of any of the provisions of the Retirement System, the Retirement Board shall have sole right to construe such provisions, and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing the Retirement System as it considers desirable.

Section 11.03. Finding of Facts.

The Retirement Board's findings of facts on matters relating to an Employee's employment record are binding for purposes of the Retirement System. Participation in the System shall confer no right upon any Employee to continued Town employment.

Section 11.04. Furnishing Information and Proof.

All persons shall promptly furnish information and proof to the Retirement Board as to any all facts which the Retirement Board reasonably may require concerning any person affected by the terms of the Retirement System (including date of birth and satisfactory proof, by personal endorsement on the pension checks or otherwise, of the survival of any payee to the due date of any pension payment).

Section 11.05. Information Required from Terminated Vested Employees.

An Employee who has terminated service with the Town, and who has met the vesting requirements of Article VIII, shall inform the Retirement Board of any change of address. Such Employees must inform the Retirement Board of his or her desire to retire and must make an appropriate application. All notices to any person from the Retirement Board shall be sent to the last address of such person that the Retirement Board has on record, and the Retirement Board has no further obligation to such person in the event of any such communication, sent by registered or certified mail, is not received by such person.

Section 11.06. False Statement.

If any fact relating to an Employee or any other payee has been misstated, the correct fact may be used to determine the amount of Pension payable to him or her. If overpayments or underpayments have been made due to an incorrect statement, the amount of any future payments may be appropriately adjusted.

Section 11.07 Return of Town Contributions Under Special Circumstances

Any Town contributions made under mistake of fact or law may be returned to the Town within one year following the date the Town became aware of such mistake.

ARTICLE XII—MAXIMUM BENEFIT LIMITATION

Section 12.01. In General.

This Retirement Plan shall follow the requirements of IRC §415 as applicable to government plans within the meaning of IRC §414(d).

Section 12.02. Annual Benefit.

The Annual Benefit of a Participant hereunder (adjusted to an Actuarially Equivalent straight life annuity as defined in Section 12.05(d) shall not at any time within the Limitation Year exceed the lesser of—

- (a) \$90,000, as that amount shall be adjusted from time to time, or
 - (b) 100 percent of the Participant's average Compensation for his high 3 years
- Effective July 1, 1995, subsection (b) shall not apply.

Section 12.03. Adjustment for Less than 10 Years of Participation.

- (a) In the case of a Participant who has less than 10 years of participation in this Plan, the \$90,000 limitation set forth in Section 12.02 shall be multiplied by a fraction, the numerator of which is years of participation in this Plan and the denominator of which is 10. This shall also apply to the Compensation limitation in Section 12.02 except that the numerator shall be years of service with the Town rather than years of participation in this Plan.
- (b) The limitations of section 12.03(a), above, however, do not apply if the Pension amounts do not exceed \$10,000 for the current or prior Plan Year and the Participant has not been covered at any time by a defined contribution plan to which the Town contributed on his or her behalf.

Section 12.04. Maximum Benefit Limitation Definitions.

For purposes of this Article XII, the following definitions shall apply:

- (a) "Pension" shall mean an annual benefit payable at Normal Retirement Age as a straight life annuity with no ancillary benefits or an annuity payable in a joint and survivor payment form where the Participant's spouse is the Joint Pensioner. A benefit payable in any other form shall be converted to the actuarial equivalent of a straight life annuity, for purposes of applying these limits, based on a five percent (5%) interest assumption. Other required adjustments are provided for below.
- (b) "Compensation" shall mean all earnings reported on W-2 forms completed by the Town in respect to the Plan Year specified. Notwithstanding the foregoing, for Plan Years beginning after December 31, 1997, an Employee's Compensation shall include any elective deferral (as defined under Code §402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which, by reason of Code §§125 or 457, is not includable in the gross income of the Employee.
- (c) "Annual Benefit" shall mean the benefit to which the Participant would be entitled to at his or her Normal Retirement Date assuming he or she continues employment until such

date and that all other relevant facts used to determine benefits under the Plan remain constant as of the current Limitation Year for all future Limitation Years.

- (d) The term “Limitation Year” shall mean a Plan Year.
- (e) The term “Qualified Participant” shall mean that term as defined in Section 12.05, below.

Section 12.05 Adjustment for Early or Late Commencement of Benefits.

- (a) **In General.** If the annual pension benefit of a Participant begins before age 62, as described in IRC §415(b)(8) the \$90,000 limitation set forth in Section 12.02, above shall be reduced so that it is equivalent to such a benefit beginning at age 62. The reduction of this paragraph shall not reduce the limitation of Section 12.05(a), below—
 - (1) \$75,000 if the benefit begins at or after age 55, or
 - (2) if the benefit begins before age 55, the equivalent of the \$75,000 limitation for age 55.
- (b) **Benefits Beginning after Age 55.** If the annual pension benefit of a Participant begins after age 65, the \$90,000 limitation set forth in 12.02 above shall be increased so that it is equivalent to such a benefit beginning at age 65.
- (c) **Actuarial Equivalence.** Actuarial Equivalence under this Section 12.05 shall be determined using a five percent (5%) interest assumption, and the term “\$90,000” shall include any higher amounts prescribed pursuant to the Internal Revenue Code for purposes of these limitations.
- (d) In the case of disability or survivor benefits provided under the Plan, the limitations of Section 12.03(a) and 12.05(a) shall not apply to:
 - (1) income received from the Plan as a pension, annuity, or similar Pension as the result of the recipient becoming disabled by reason of personal injuries or sickness, or
 - (2) amounts received from a governmental plan by the beneficiaries, survivors or the estate of an Employee as the result of the death of the Employee.

Section 12.06 Combined Plan Limits.

- (a) If a Participant also participates in another defined benefit plan of the Town obligated to contribute under this Plan, and such Plan is a qualified plan under IRC §401(a), such plan shall be combined with this Plan in accordance with Treas. Reg. §1.415-8(e) for purposes of determining compliance with the limitations of IRC §415(b).
- (b) If a Participant also participates in a defined contribution plan of the Town obligated to contribute under this Plan, and such Plan is a qualified plan under IRC §401(a), such plan will be combined with this Plan in accordance with Treas. Reg. §1.415-8(e) for purposes of determining compliance with the limitations under IRC §415(e).
- (c) Effective July 1, 2000, Section 12.06(b) shall no longer apply.

Section 12.07 Protection of Prior Benefits.

For any year before 1986, the limitations prescribed by IRC §415 as in effect before enactment of the Tax Reform Act of 1986 and all subsequent legislation shall apply, and no Pension earned under this Retirement Plan prior to 1986 shall be reduced on account of the provisions of Sections 12.03 through 12.08 if it would have satisfied those limitations under that prior law.

Section 12.08 Application of Maximum Limitations.

- (a) The benefit paid under this Retirement Plan shall not exceed the limitations set forth in Section 12.02.
- (b) If a Participant on his or her annuity starting date is not eligible for full monthly benefits under this Retirement Plan because of the operation of Section 12.02, the monthly benefit thereafter shall be recalculated annually until the Participant is receiving a full monthly benefit under the Retirement Plan's terms without the operation of this Section 12.08. Each such recalculation shall be based on this Section 12.08 with any applicable adjustment to reflect cost of living increases as permitted by the Treasury Regulations.

ARTICLE XIII – GENERAL PROVISIONS

Section 13.01. Exclusive Benefit.

This Retirement System is established and maintained for the exclusive benefit of the Employees of the Town and their beneficiaries and is administered for the exclusive purpose of providing retirement and retirement-type benefits for such individuals. Except as otherwise specifically provided herein, no portion of the assets of this Plan may be used for any purpose other than the payment of benefits hereunder and the defraying of reasonable administrative costs. At no point may the Town obtain a reversion of all or any part of the assets of this Plan unless this Plan has been properly terminated under the Internal Revenue Code and all liabilities to Participants and their beneficiaries have been satisfied.

Section 13.02. Gender and Number.

Whenever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender, unless the context clearly indicates otherwise, and whenever used herein, a pronoun in the singular form shall be considered as being in the plural form, unless the context clearly indicates otherwise.

Section 13.03. Forfeitures.

No forfeitures shall be applied to increase the benefits any Employee would otherwise receive under this Plan.

Section 13.04. Applications for Pensions.

An application for a Pension must be made in writing on a form and in the manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) weeks in advance of the final month for which benefits are payable.

Section 13.05. Payment of Actuarial Equivalent Amount.

A single sum payment in an actuarial equivalent amount may be made in lieu of monthly payments if the amount of each monthly Pension payment would be less than twenty dollars (\$20).

Section 13.06. Non-Assignment.

No payee may sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation, or for any other purpose, any payment due to him. If the payee for any payment is a minor or incompetent person, payment may be made to the person, or persons caring for or supporting such payee, in full discharge of all obligations, as determined by the Retirement Board.

The preceding paragraph shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order that is approved by the Retirement Board in accordance with the provisions of the Plan and the policies and procedures of the Retirement Board.

Section 13.07. Proof of Living Payee.

There shall be no obligations to make any payment hereunder unless the payer has received proof that the payee was living on the due date of the payments. If such proof is not received within seven (7) years after the date of the payment, and if no proof of the death of the payee is received during each seven (7) year period, the obligations of the payer as to the payment and as to the Pension payments, if any, from which the payments results will be the same as if the payee had died immediately before the due date of the payment.

Section 13.08. Limit on Reduction of Accrued Benefit by Plan Amendment.

In no event will any Employee receive at retirement anything less than what he would have received under the provisions of this Plan as constituted prior to July 1, 2005, as a result of this Plan Amendment.

Section 13.09. Education Workshop

The Town of East Hartford shall hold an annual education retirement workshop for employees.

ARTICLE XIV ROLLOVER PROVISIONS

Section 14.1 Direct Rollovers

This section applies to distributions made on or after July 1, 1993. Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Retirement Board in accordance with applicable regulations, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution, but who does not make any election shall be deemed to have rejected the Direct Rollover option.
- (b) A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Retirement Board of the change in the form and manner prescribed by the Retirement Board.
- (c) Within a reasonable period of time before an Eligible Rollover Distribution is to be made, the Retirement Board shall provide to the Distributee an explanation of the right to elect a Direct Rollover and the federal tax withholding consequences of failing to elect a Direct Rollover. A Distributee who elects a Direct Rollover must provide all information that the Retirement Board may require to complete the Direct Rollover.
- (d) For the purposes of this Section, the following definitions shall apply:
 - (1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance of the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (at least annually) made for the life (of the life expectancy) of the Distributee or the joint lives (of joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specific period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (2) A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution within the meaning of paragraph (d-1) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Plan during the same calendar year will total less than \$200.
 - (3) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case

of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

- (4) "Distributee" includes a Town or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
- (5) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Section 14.2 Rollovers to the Plan

In no event shall the Plan accept Eligible Rollovers from any source unless a reemployed Employee is making a repayment of his Employee Contributions.

TABLE 1 - JOINT PENSION OPTION FACTORS

To be Multiplied by Benefit Payable under Normal Form

50% Joint and Survivor

Reduction Factors: 90.0% plus 0.4% of each year that beneficiary's age is greater than employee's age or minus 0.4 % of each year that beneficiary's age is less than the employee's age with a maximum factor of 99%.

Example: If the Employee is age 65 and spouse is age 62; Factor = 88.8%

100% Joint and Survivor

Reduction Factors: 81.0% plus 0.6% for each year that beneficiary's age is greater than employee's age or minus 0.6% of each year that beneficiary's age is less than the employee's age with a maximum factor of 99%.

Example: If Employee is age 62 and spouse is age 65; Factor = 82.8%

Marcia A. Leclerc **Date**
Mayor, Town of East Hartford

Wayne Marshall **Date**
Chief Spokesperson, Union Coalition

Peter Janus, Esq. **Date**
Chief Spokesperson, Town

For ASCME, Local #1174 **Date**

Santiago Malave **Date**
Human Resources Director, Town

For AFSCME, Local #818 Town **Date**

Sandra Franklin **Date**
Benefits Administrator, Town

For CSEA, Local #2001 **Date**

For AFSCME, Local #2727 **Date**

For AFSCME, Local #1933 **Date**

For AFSCME, Local #818 BOE **Date**

For AFT Local #5044 **Date**