A Regular Meeting of the Common Council of the City of Middletown was held on Monday, August 1, 2022, beginning at 7:00 PM. This meeting was a hybrid meeting with in-person participation in the Common Council Chamber and remote access via WebEx. The meeting was also simultaneously livestreamed on local cable access television, on the City’s webpage, and on the City’s Facebook page.

Present:
- Councilwoman Jeanette Blackwell
- Councilwoman Meghan Carta
- Councilman Anthony Mangiafico
- Councilman Edward McKeon
- Councilman Grady Faulkner, Jr.
- Councilman Eugene Nocera
- Councilman Edward Ford, Jr.
- Councilman Philip Pessina
- Councilman Darnell Ford
- Councilman Edward Ford, Jr.
- Councilman Philip Pessina
- Councilwoman Linda Salafia
- Mayor Benjamin D. Florsheim, Chair
- Daniel Ryan Esq., Corporation Counsel
- Linda Reed, Clerk of the Common Council
- Officer Scrivo, Middletown Police - Sargent-at-Arms

Also Present:
- Economic & Community Development – Barbara Knoll Peterson, Acting Director
- Police Department – Officer Scrivo
- Public Works – Rohan Manning, Acting Deputy Director
- Youth Services – Justin Carbonella, Youth Services Coordinator

Public: online: unknown WebEx: 8 Facebook: 7

1. Call to Order

Mayor Benjamin Florsheim calls the meeting to order at 7:05 PM. He welcomes everyone to the Regular Meeting of the Common Council. The Chair asks Councilman Edward Ford, Jr. to lead the Common Council in the Pledge of Allegiance.

The Clerk of the Common Council reads the Call of the Meeting and the Chair declares the call a legal call and the meeting a legal meeting.

The Chair states that, as a matter of personal privilege, he recognizes Councilman Edward Ford, Jr. as this is his last meeting of the Common Council as he sets off for new adventures. There is nothing formal tonight, but he offers the City’s congratulations. The Chair invites Majority Leader Councilman Eugene Nocera and Minority Leader Councilman Philip Pessina to say a few words.

Councilman Nocera states that, as he said on a Facebook post earlier today, we will all miss Councilman Ford for his wisdom and his leadership style, adding that his availability is stellar. They wish him the best in Divinity School, noting that Yale is getting a great student. They are very proud of him.

Councilman Pessina states that it is his pleasure to have been associated with Councilman Ford, this young member. He loved him from the time they met. The Good Lord sets us on our path in life. Watch this young man. He has been accepted to Divinity School, not because of him, but his faith that he exuberates every day, he brought his ministry to the Council floor and conducted himself in a high-class manner. On behalf of all, they will sit back and watch Councilman Ford move ahead. Someday, this young man will move mountains and move in the political arena as a young and upcoming faithful person and councilor. Thank you.

The Chair notes that there will be more to say in the future.

2. Accept/Amend the Agenda

The Chair asks for a motion to accept or to amend the agenda.
Councilman Eugene Nocera moves to accept the agenda. Councilwoman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion to accept the agenda approved unanimously by a vote of 12-0. (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

3. Presentation - Honoring Glenteen James on the Occasion of 52 years of Service at the City's Water & Sewer Department

APPROVED BY ACCLAMATION

RESOLUTION 101-22; CC: honoring Glenteen James – RES 101-22- 1 Aug 2022

WHEREAS, a City of Middletown, Water and Sewer Department Employee with over 52 years of service, Glenteen James is recognized today as a selfless dedicated employee and friend. She has made, and continues to make, a positive impact to the lives of everyone she encounters; and

WHEREAS, on July 15, 1970, Glenteen was hired as a Senior Clerk Stenographer at the Water and Sewer Department; and, whereas, she was promoted to Chief Clerk on December 7, 1977 and, whereas, she was further promoted to Account Clerk I on January 6, 1986, and, whereas she was once again promoted to Chief Accounts Clerk on January 6, 1997 where she remains today; and

WHEREAS, Glenteen James’ positive attitude, good sense of humor, warming laugh and her willingness to help anyone of our many Water and Sewer customers in a positive, cheerful and selflessness manner; and

WHEREAS, she is a loving mother to her two beautiful girls Melanie and Courtney; and a dedicated wife to Woodrow her husband; and a longtime member of the Cross Street AME Methodist Church; and an active member of the Usher Board; and

WHEREAS, during her 52 and counting years of Service at the Water and Sewer Department she has always been warm and welcoming and respectful to all of the newest member to the Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: On behalf of the people of the City of Middletown and all of its residents, we commend Glenteen James for her professionalism, her selflessness, her unconditional devotion to community, her exemplary work ethic, and her boundless faith because, without a doubt, we know that Glenteen James is a shining example for all to follow.

FISCAL IMPACT: None

Councilwoman Jeanette Blackwell invites Glenteen James to join her at the podium. Councilwoman Blackwell reads the resolution. She explains that Ms. James thought she was invited tonight to support her daughter, Melanie, who was to get an award. Whatever it takes to get out honoree here. In addition to her family, Pastor Harvill and Sister Harvil and her colleagues are here along with Water & Sewer Director Joseph Fazzino. We all say, “Job well done and thank you for your years of service.” She invites Mrs. James to say a few words.

Glenteen James states that this was a surprise. If anyone knows her, this is the last thing that she wants to do. She works in the back room, as she is not an up-front person. People say “52 years.” It is a lot of time. She has had great bosses, friends, a lot of support. Some of the best friends that she has made are people she has worked with. She has family support, her sisters, and sister-in-law, all of her family. Over the years . . . all of the directors, starting with Frank Opalacz, Frank Patnaude, William Baron, Guy Russo, and current director Joe Fazzino. They were so good to her. She adds that, when you work with people, it’s not always about the money, but she enjoys being there. It was a roller coaster, not all good all the time. You learn to deal with it. She had great support, which is why she was able to stay this long. She was a little suspicious when she saw Rev. Harvill and Mrs. Harvill, then Bill Sabona. Something is going on. They go way back. This was a big surprise, adding that it may be another year. Thank you. She appreciates this acknowledgement.

The Chair thanks Glenteen James for her extraordinary legacy of public service. He states that, without objection, the resolution is adopted by acclamation. Let it be known to all that Glenteen James’ City service is without match. Thank you. We are lucky to have you.

4. Approval of Minutes

A. Common Council Special Meeting – Questions to Directors, dated July 5, 2022, at 6:00 PM

Councilman Vincent Loffredo moves to approve the minutes of the special meeting, Questions to Directors, held on July 5, 2022 at 6:00 PM. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.
B. Common Council Regular Meeting, dated July 5, 2022, at 7:00 PM

Councilman Vincent Loffredo moves to approve the minutes of the regular meeting held on July 5, 2022 at 7:00 PM. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

C. Community Meeting, dated July 14, 2022 at 6:00 PM

Councilman Eugene Nocera moves to approve the minutes of the special meeting, the Community Meeting, held on July 14, 2022 at 6:00 PM. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

D. Common Council Special Meeting Re: American Rescue Plan Applications, dated July 14, 2022, immediately following the 6:00 PM Community Meeting

Councilman Philip Pessina moves to approve the minutes of the special meeting of July 14, 2022, held immediately following the Community Meeting. Councilman Eugene Nocera seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

5. Public Hearing on Agenda Items – Opens

The Chair opens the public hearing at 7:20PM. The Chair states that public comment is limited to items on the agenda. Any member of the public looking to speak may do so. Each speaker will have a maximum of five (5) minutes to speak. For those in the Chamber, members of the public may come to the podium. Those participating remotely may use the WebEx hand raise function to alert that Chair that they wish to speak. The Chair will alternate between speakers in the Chamber and remote speakers during the course of this public hearing. Each speaker will have a maximum of five (5) minutes to speak. Speakers are asked to state their name and address for the record. The public hearing is limited to 30 minutes. If, at that time, there are additional speakers, the Council may vote to extend the public hearing portion of the meeting. The Chair calls on the Council Clerk.

Paul Gionfriddo (369 Pine Street): He first wants to address the last matter that just came up. As a former Mayor, he adds his voice commending Miss. James for her service. She served during his time as Middletown’s mayor some 30 years ago. The department was always well-run, well-managed, great public facing office due to people like Miss James. He knows that she may be outside the Chamber now, but he wanted to add it to the record as a comment from a former Mayor, who goes way back.

Secondly, he sees many members of the police force here, including his nephew Nick Puorro, who has the admiration of all of their family. He supports the Police and hopes that the Council does whatever they can for the Police. They have earned it and deserve it. They do a great job for the City of Middletown, a city and police that we can hold up in this nation as a group who do a great job.

Third, and last, he addresses Item 4C (Minutes of the Community Meeting of July 14, 2022), which was just approved. That included a long statement that he made on July 14th. At the end of his statement, the Council mentioned that there would be follow-up forthcoming. There has not yet been, but he is hopeful by adding this today and bringing it back to the Council’s attention today, there will be response to the seven (7) concerns that he raised and to the three (3) suggestions that he made to the Council, as the elected officials of the City. Thank you.

Nick Puorro (22 Main Street): He is glad to be back before the Council tonight. As many know, he is the President of the Police Union. He has the honor and privilege or representing the men and women of this agency. He is speaking on their behalf in favor of the police contract that is before the Council tonight. He thanks the other members of the Police negotiation team: Derrek Puorro, John Stroud, Jared Ceccolini, and Anthony Bento. He also commends the City’s negotiation team, specifically Deputy General Counsel Kori Wisneski, who did a phenomenal job on behalf of the City of Middletown.

He wants to bring the Council back to review some information about policing in Middletown. Our officers have been attacked and assaulted; beaten up and bitten, spit on, sworn at, and disrespected. They have been involved in car crashes; burned in fires, suffered broken bones and torn muscles, endured hospital stays and surgeries some have even become permanently disabled. They have navigated marches and demonstrations against them, from some corner with anti-police sentiments the
like of which we have never before seen. They worked the front lines during a once in a lifetime pandemic, which has already cost Americans over 1M lives. During that work, they have contract Covid and members of their families have contracted Covid. Many have lost friends and family. Despite all of that, not a day has gone by that the City of Middletown has not been protected. Not a day has gone by that these officers have reported for duty and performed their service. Not a day has gone by that shifts have not been fully staffed. Despite all of that, these officers have remained in the streets, in the gutter, dealing with some of the worst that society has to offer. They remain in the schools teaching lessons to students, in churches, and in the community. They have made inroads with political groups, community groups, youth, and the elderly. They have protected the City and its property even during large-scale events attended by tens of thousands of people. They have also solved the smallest of small problems. These officers are doctors and medics, counselors and mental health professionals, psychologists and mental health professionals, guardians and protectors. Shoulder to cry on, mentors, de facto aunts and uncles, mother and father to those in need. All of that wrapped into one.

One other thing that have done for the City of Middletown: each and every day they have kissed their families goodbye and reported for duty, everyone has been prepared to make the ultimate sacrifice on behalf of the citizens of Middletown. As essential as essential gets. He thanks the City for acknowledging, for recognizing that sacrifice, for thanking us with a fair and equitable contract.

The Middletown Police Department has a mission statement: to work in partnership with the community with excellence, professionalism, and integrity. These are three (3) words that are exemplified by the men and women of the Middletown Police Department.

Tonight, He sees a wonderful opportunity for a partnership. The Mayor is here, elected by Middletown citizens because they trust his judgment. The Chief is here. Members of the Police negotiations team are here. Member of the City negotiations team are here, the people whom you have entrusted with the responsibility of negotiating a fair contract with both the City and its employees. Friends and family are here, members of the public are here. Behind him the men and women of the Middletown Police Department, who go to work every day and put their lives on the line for this community, everyone here to support this police contract.

Tonight, the Common Council now has the opportunity to enter into a partnership with all of them by ratifying this contract as the next contract for your Middletown Police Department. Thank you.

**Alan Marshall:** He is here representing Newfield Landmark Investment grip. His sentiments tonight are those of thanks: for their hard work and dedication to this City and for having them come before the Council multiple times to put out a project that is progressive. This project puts $100K into the hands of small businesses in Middletown. It is a project that puts $1.5B into the community for the life of the project. That is $150M every 10 years. It is a project that provides equity to the socially and economically disadvantaged businesses locally first, statewide second, and nationally third. He is here representing this project and saying thank you. Tonight, his hope is that it becomes an ordinance in Middletown.

**Deborah Hopkins (218 Newfield Street):** She is the liaison for the Middletown Ministerial Alliance. The Alliance has been watching and helping to navigate the whole process with hope that the tax abatement is approved and that they can get this project up and running. The Alliance represents 20+ churches in the City. Tonight, she has a few more contractors with her. She emphasizes that they are ready to go as soon as all is said and done. At that point, they will host workshops to assist the contractors in making their bid packets. They will help them prepare and have an opportunity to bid on the project and improve their lives. We are very excited as it is the first time since she has been in Middletown where a private developer worked to actually put into place a set-aside component to make sure that all Middletown citizens have a fair opportunity. She thanks the Council for its time and efforts.

**Nastasha Ortiz (1 Court Street, Suite 526):** She supports that Landmark Investment tax abatement, looking to see this project come to fruition. You have worked diligently. She has watched this project and commends the Council for all of the hard work that has been put forward. Thank you. She is tasked to work with the contractors, who will need to get up to speed. As an attorney, she will offer them support and guidance to be sure that their licenses andurances are up to date and that they are ready to bid on this project. This project would not have gotten to this point without the support of the Common Council. The Mayor has done diligent hard work and she has seen this. Thank you. It is an unprecedented project in Middletown. They are looking for continued support. Some of the contractors are here. She asks them to stand. Thank you. They are eager. They have knowledge that we are working together and the she will navigate the waters for them to be sure that the minority set-aside monies go to the community, to the minorities that are here in Middletown, wiling and excited to work on this project. Thank you. They look for this tax abatement to be finalized.

6. Public Hearing on Agenda Items – Closes

There being no additional comments, the Chair closes the public hearing at 7:35 PM.
7. Mayor requests Council Clerk to read appropriation requests and the Certificate of Director of Finance

CITY OF MIDDLETOWN

NOTICE OF PUBLIC HEARING

Notice is hereby given that a regular meeting of the Common Council of the City of Middletown will be held in the Common Council Chamber of the Municipal Building and remotely, via WebEx, at Join A Meeting, Event # 2333 552 8191 on MONDAY, AUGUST 1, 2022, AT 7:00 PM to consider and act upon the following appropriation requests:

A. Water Department: $120,000 – Acct. No. 5000-60000-59510-0000-00000-00000-000; to cover costs of emergency repair to water main break at corner of Main Street/Court Street, including permanent repair on Main Street, after settling time needed per Public Works requirements

B. Central Communications: $32,157 – Acct. No. 1000-18700-51355-0000-00000-00000-000; to cover budget shortfall in FY 21-22 replacement overtime

C. Central Communications: $8,741 – Acct. No. 1000-18700-51980-0000-00000-00000-000; to cover Federal holiday added June 2021, after FY21-22 budget approval

D. Office of General Counsel: $35,000 – Acct. No. 1000-05000-55130-0050, to cover cost for Brown Street property transfer and settlement

E. Police Department: $169,855.11 – Acct. No. 1000-18000-xxxxx; to cover negative balance for Police overtime, replacement overtime, Police holiday pay, and animal holiday pay FY 2022

F. Police department: $60,601.30 – Acct. No. 1000-18000-51358-0180; to cover negative balance for private duty overtime for FY 2022

Any and all persons interested may appear and be heard.

ATTEST:

HON. BENJAMIN D. FLORSHEIM,
MAYOR

Dated at Middletown, Connecticut, 27th of July 2022

F: legal notices/ 22 Aug 01 – REVISED before appropriation – 01 August 2022
MEMORANDUM

TO:  His Honor, Mayor Benjamin D. Florsheim and Members of the Common Council

FROM:  Finance Department

DATE:  July 19, 2022

RE:  Certification of Funds

This is to certify that funds sufficient to meet the appropriations requested at your meeting on August 1, 2022 are available as follows:

- General Fund $306,354.41
- Water Fund $120,000.00

Respectfully submitted,

Carl Erlacher
Director of Finance & Revenue Services
A. Water Department: $120,000 – Acct. No. 5000-60000-59510-0000-00000-0000-000; to cover costs of emergency repair to water main break at corner of Main Street/Court Street, including permanent repair on Main Street, after settling time needed per Public Works requirements.

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR ADDITIONAL APPROPRIATION

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| Date Advertised before Meeting: | 7/27/2022 |
| Date Advertised after Meeting: | 8/5/2022 |

Reason for Request: THIS APPROPRIATION IS TO COVER THE COSTS FOR AN EMERGENCY REPAIR TO THE WATER MAIN BREAK ON MAIN ST AT THE CORNER OF COURT ST. THIS INCLUDES THE PERMANENT REPAIR ON MAIN ST AFTER SETTLING TIME IS NEEDED IN ACCORDANCE WITH PUBLIC WORKS REQUIREMENTS.

Signature: ____________________________

Requested by: Joseph Fazzino, Director
Status: Passed
Status Date: 8/1/2022

Councilman Eugene Nocera moves to approve the proposed appropriation. Councilman Philip Pessina seconds the motion.

Councilman Nocera notes that, at the last Water Pollution Control Authority (WPCA) meeting, a letter from Chamber President Larry McHugh was read into the record, acknowledging the WPCA, Public Works, Police, Fire, Emergency Preparedness, the Mayor’s Office. It was an incredible day when water gushed down Main Street, almost reaching the Portland Bridge. The City responded so carefully, with such expertise to cover this event in an amazing time frame at a cost of $120K. He thanks everyone involved. It initially looked grim, that we would have a long period without water in the City’s North End.
The Chair calls on Councilman Philip Pessina.

Councilman Pessina states that as a member of WPCA, this was an extraordinary event. For this department, with the assistance of Police and Fire, was able to zero in on the Water Department to get that call. The incident was coming on an evening when restaurants were getting ready to serve their many patrons. Not only did they respond, but, also, they worked around the clock and got this job done to the satisfaction of business owners. There was also paving. All of this happening with a great big City event just three days away: the 25th anniversary of the car cruise, one of the biggest Chamber events on Main Street with tens of thousands of people coming down with cars. They took this pressure and went to work, not thinking about themselves, about what they need to prevent this type of action to stop it, to clean it up, and even to getting, it paved. It was phenomenal. It was the first time in many years that he has been involved in City government that he saw such a coordinated response to an event that could have been horrific to the business community and to residents. They commend Water & Sewer Director Fazzino and his staff for a job well done. Set the bar for any City agency should seething happen. Can you imagine? Thank you.

The Chair echoes those sentiments, adding that he appreciates the response both but the department and all of the coordinated agencies as well as the Council. The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that he appreciates the comments. A question that has been asked of him, particularly the age of the pipe that had to be replaced. He heard 1895. The question being asked in what are we planning to do proactively to address the fact that we have pipes of such extraordinary age, he expects that some will be replaced. He asks if anyone has a response.

The Chair replies that he can speak briefly to that, noting that the WPCA colleagues may be able to add further. The Chair states that Director Fazzino was here earlier. This was certainly a wakeup call. We have had a number of those. It has not been a secret that we have aging water and sewer infrastructure in this community and throughout the region. It bears mentioning that Middletown has been proactive in many respects in the sense that we have replaced the water treatment facility; we have configured wastewater processing; that process that started over a decade ago. That leaves us only in a better position than our peers, who are worse prepared. We are still in a position where steps need to be taken, adding that this is something that we are looking to do with Water & Sewer. Their next priorities - a list of over 20 priority projects – that they are looking for funding. That is something that we will be bringing forward to this Council, and to the voters of the City, in the months and years to come. The specifics are something that the WPCA colleagues can probably help with. It is that proactive conversation is underway.

Councilman Nocera adds that this particular break was unexpected. It probably happened due to the pressure in that area. As we remember, about a decade ago, all of the pipes along Main Street were relined, including that break. We spend a considerable amount of money relining these pipes. This area is one of the areas that we will be addressing perhaps in this November bond. It has not yet been worked up, but we are working on it.

Councilman Loffredo states that he would like to point out that there is one more funding source, which was clearly highlighted when the American Rescue Plan Act (ARPA) was put into effect. All communities were noticed that the utilization of that money to deal with water and sewer issues was authorized. We have not yet fully expended the funds, but this unfortunately situation highlights that while we will go to the voters, we also have Federal money that we should be utilizing to address this issue.

The Chair notes that $2.7M has been allocated from the ARPA funds to a Water & Sewer project and will continue to explore the use of these funds as well as any potential future opportunities at the State and Federal level for infrastructure funding.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.
B. Central Communications: $32,157 – Acct. No. 1000-18700-51355-0000-00000-0000-000-00000-00000-00000-000; to cover budget shortfall in FY 21-22 replacement overtime

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR ADDITIONAL APPROPRIATION

Appropriation Number: 0 Date of Request: 7/11/2022
Amount Requested: $32,157.00

Fund: General

Code: 1000-18700-51355-0000-00000-0000-000

Budget Item: Replacement OT

Department: Central Communications

Reason for Request: Appropriation is to cover budget shortfall in Replacement OT for FY 21-22. Over the previous 3 years there was less than $12,000 appropriated.

Signature: __________________________
Requested by: Wayne Bartolotta, Director
Status: Passed
Status Date: 8/5/2022

Councilman Anthony Mangiafico moves to approve the proposed appropriation. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.
C. Central Communications: $8,741 – Acct. No. 1000-18700-51980-0000-00000-0000-000; to cover Federal holiday added June 2021, after FY21-22 budget approval

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR ADDITIONAL APPROPRIATION

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<tr>
<td>Reason for Request:</td>
<td>To cover added holiday added by Federal Government in June 2021 - after the FY 21-22 budget was already approved.</td>
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Signature: Wayne Barsiotta, Director
Status: Passed
Status Date: 8/1/2022

Councilman Anthony Mangiafico moves to approve the proposed appropriation. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.
D. Office of General Counsel: $35,000 – Acct. No. 1000-05000-55130-0050; to cover cost for Brown Street property transfer and settlement

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR ADDITIONAL APPROPRIATION

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Signature: 

Requested by: BRIG SMITH

Status: Passed

Status Date: 8/1/2022
Councilwoman Meghan Carta moves to approve the proposed appropriation. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that, in reading over this issue, an issue which was originally presented to the Economic Development Committee (EDC), but which was subsequently referred to General Counsel, as it was not appropriate for EDC to address. It raises some concerns as to how this occurred and how we are now required to correct some misinformation or statements that were made on behalf of the City, which would have been used for a lawsuit. He also understand that this will resolve the matter. He is concerned, in terms of moving forward, of alerting various City agencies, members who are trying to do the best that they can, going on the record may be premature. We need follow protocol, to do whatever we can to be sure that similar situations do not occur in the future.

The Chair thanks Councilman Loffredo, noting that this matter is the result of an error that originated with a previous department, previous administration, and previous staff member. We are working on making sure that protocols are in place. It is a newly restructured department and we are making sure that protocols are in place so something similar to this does not happen again. This resolution is the end of a long process and he thanks everyone, the staff and attorney, who have been involved, as well as the residents.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved
E. Police Department: $169,855.11 – Acct. No. 1000-18000-xxxxx; to cover negative balance for Police overtime, replacement overtime, Police holiday pay, and animal holiday pay FY 2022

APPROVED

Councilman Darnell Ford moves to approve the proposed appropriation. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.
F. Police Department: $60,601.30 – Acct. No. 1000-18000-51358-0180; to cover negative balance for private duty overtime for FY 2022

APPROVED

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**CITY OF MIDDLETOWN**
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR ADDITIONAL APPROPRIATION**

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<th>Appropriation Number</th>
<th>Date of Request: 7/21/2022</th>
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<td>$60,601.30</td>
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<td>Code:</td>
<td>1000-18000-51358-0180</td>
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<td>Budget Item:</td>
<td>Private Duty OT</td>
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<td>Department:</td>
<td>Police Department</td>
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<tr>
<td>Date Advertised before Meeting:</td>
<td>7/27/2022</td>
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<tr>
<td>Date Advertised after Meeting:</td>
<td>8/5/2022</td>
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<td>Reason for Request:</td>
<td>This appropriation is to cover the negative balance for the Private Duty OT line item 1000-18000-51358-0180 for fiscal year 2022</td>
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Signature: [Signature]

Requested by: Chief Erik M. Costa

Status: Passed

Status Date: 8/1/2022

---

Councilman Darnell Ford moves to approve the proposed appropriation. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.
8. Department, Committee, Commission Reports and Grant Confirmation Approval

Councilman Grady Faulkner, Jr. reads the proposed grants and reports, noting that Item G, the proposed grant for Public Works/Sanitation is amended so that he funds will include a loan from the General Fund. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo asks for clarification on Item G. He notes that it is presented as a loan from the General Fund. He asks if it is a correction of a scrivener’s error and amendment. He asks how it is being handled.

Unidentified speaker (inaudible)

The Chair adds that it will be corrected in that manner.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

A. City Clerk’s Certificate
APPROVED

City & Town Clerk’s Office
245 deKoven Drive
Middletown, CT 06457

Certification

I, Ashley Flynn-Natale, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on July 5, 2022 at 7:00 p.m., and the special meetings of the Common Council on July 5, 2022 at 6:00 p.m. and July 14, 2022 at 6:00 p.m. and July 14, 2022 immediately following the 6:00 pm meeting have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 28th day of July, 2022.

Attest:

Ashley Flynn-Natale
City & Town Clerk
B. Monthly Reports – Finance Department: Transfer Report to July 19, 2022

APPROVED

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<td>(656.20)</td>
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<td>Medicare</td>
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<td>2,687.75</td>
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<td>Drug, Alcohol, Physicats, Lab Test</td>
<td>2010-50020-59940-5500</td>
<td></td>
<td>(1,451.86)</td>
<td></td>
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<td>Gasoline</td>
<td>2010-50020-55540-5500</td>
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<td>1,451.86</td>
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<td>Prof Development/Training</td>
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<td>Drug, Alcohol, Physicats, Lab Test</td>
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<td>(408.14)</td>
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<tr>
<td>General Administrative</td>
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<td>(247.33)</td>
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<td>3,366.27</td>
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<td><strong>07/05/22 IT</strong></td>
<td>Capital Non-Recurring</td>
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<td>2000-05300-78509-9-9-2019</td>
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<td>720.00</td>
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<td>N Austs</td>
<td>Ambulance Car Seats Replacement</td>
<td>2070-09900-78914-9-9-2023</td>
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<td>FY 2022-2423</td>
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<td></td>
<td>0.02</td>
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</table>
C. Mayor's Office -- Acct. No. 3045-01000-59200-0000-0000-2021-000; Department of Treasury Coronavirus State & Local fiscal recovery funds, for amending with conditions of approval, see minutes of common Council meeting of June 7, 2021, which provides that the Common Council accepts these funds for the City with the full expectation that the mayor will assemble a Task Force composed of community leaders (elected, City officials, business representatives, non-profit representatives, healthcare representatives, ministerial leaders, and representatives of marginalized and affected community members) and in consideration of those most affected by the pandemic, to strategize on the methods of fund allocation that will have the most significant impact on recovery, stabilization, and an ongoing stimulus of the local economy, and the Administration has committed that all allocations of ARP grant dollars shall be submitted to the Common Council for approval as supplemental appropriations: $6,373,240

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>633</th>
<th>Date of Request:</th>
<th>7/12/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Grant:</td>
<td>American Rescue Plan Act</td>
<td>Code: 3045-01000-59200-0000-0000-2021-000</td>
<td></td>
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<tr>
<td>Amount Requested:</td>
<td>$6,373,240.00</td>
<td>Amount Loaned from General Fund:</td>
<td>$0.00</td>
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<tr>
<td>Grant Period: From:</td>
<td>5/19/2021</td>
<td>To:</td>
<td>12/31/2024</td>
</tr>
<tr>
<td>Rev Code:</td>
<td>3045-01000-42242-0000-00000-2021-000</td>
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</tbody>
</table>

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Not-withstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

Department of Treasury Coronavirus State & Local fiscal recovery funds, for amending with conditions of approval, see minutes of common Council meeting of June 7, 2021, which provides that the Common Council accepts these funds for the City with the full expectation that the mayor will assemble a Task Force composed of community leaders (elected, City officials, business representatives, non-profit representatives, healthcare representatives, ministerial leaders, and representatives of marginalized and affected community members) and in consideration of those most affected by the pandemic, to strategize on the methods of fund allocation that will have the most significant impact on recovery, stabilization, and an ongoing stimulus of the local economy, and the Administration has committed that all allocations of ARP grant dollars shall be submitted to the Common Council for approval as supplemental appropriations.

Signature: __________________________
Requested by: Mayor Benjamin Florsheim
Status: Passed
Status Date: 8/1/2022
D. Mayor’s Office -- Acct. No. 3046-01000-59200-x-x-2021 Department of Treasury Corona Virus State and local fiscal recovery funds county portion; $4,492,537.15
APPROVED

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## CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>634</th>
<th>Date of Request:</th>
<th>7/12/2022</th>
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<tbody>
<tr>
<td>Name of Grant:</td>
<td>American Rescue Plan Act - County Portion</td>
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<tr>
<td>Amount Requested:</td>
<td>$4,492,537.15</td>
<td>Code:</td>
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<tr>
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<td>From: 5/19/2021 To: 12/31/2024</td>
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<tr>
<td>Department Administering Grant:</td>
<td>Mayor’s Office</td>
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</tbody>
</table>

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:
Department of Treasury Corona Virus State and local fiscal recovery funds county portion

| Signature: | |
| Requested by: | |
| Status: | Passed |
| Status Date: | 8/1/2022 |
E. Board of Education – Acct. No. 2450-33000-52183-x-x; cafeteria/food services: $345,605.82
APPROVED

<table>
<thead>
<tr>
<th>CITY OF MIDDLETOWN</th>
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</thead>
<tbody>
<tr>
<td>MUNICIPAL BUILDING</td>
</tr>
<tr>
<td>MIDDELETON, CONNECTICUT 06457</td>
</tr>
<tr>
<td>REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL OF THE FOLLOWING GRANT</td>
</tr>
</tbody>
</table>

| Grant Number: | 686 |
| Date of Request: | 7/15/2022 |
| Name of Grant: | Cafeteria/Food Services BOE |
| Amount Requested: | $345,605.82 |
| Code: | 2450-33000-52183-X-X |
| Grant Period: From: | 7/1/2021 |
| To: | 6/30/2022 |
| Rev Code: | 2450-33000-48135-X-X |
| Type of Grant: | Amount Loaned from General Fund: $0.00 |
| Department Administering Grant: | Middletown Board of Education |

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

2799-FOOD SERVICES $345,605.82. Total Cafeteria/Food Services BOE through 8/16/2022: $2,539,057.51. Additions: $345,605.82. Total Cafeteria/Food Services BOE through 7/15/2022: $2,884,662.33.

Signature: ____________________________
Requested by: Dr. Alberto Vazquez Mateo, Superintendent
Status: Passed
Status Date: 8/1/2022
F. Board of Education – Acct. No. 2450-33000-59405-x-03025; miscellaneous grants: $555,840.47

APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

<table>
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<tr>
<th>Grant Number:</th>
<th>635</th>
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<tbody>
<tr>
<td>Date of Request:</td>
<td>7/15/2022</td>
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</tbody>
</table>

Name of Grant: as listed below

Amount Requested: $555,840.47

Code: 2450-33000-59405-X-03025

Grant Period: From: 7/1/2021 To: 8/30/2022

Rev Code: 2450-33000-43480-X-X

Type of Grant: Amount Loaned from General Fund: $0.00

Department Administering Grant: Middletown Board of Education

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:


Signature: ______________________

Requested by: Dr. Alberto Vazquez Malos,
Superintendent

Status: Passed

Status Date: 8/1/2022
G. Public Works/ Sanitation – Acct No 3638-22000-59200-000-35221-2023-000; Connecticut Department of Energy & Environment (DEEP) Sustainable Management Grant Program; a year-long pilot program in the City’s sanitation district, to provide for safe and sanitary disposal of all solid wastes, reducing waste up to 40%, increasing recycling, and offering curbside food waste collection: $353,111
APPROVED, AS AMENDED

<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>637</th>
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<tbody>
<tr>
<td>Date of Request:</td>
<td>7/21/2022</td>
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<tr>
<td>Name of Grant:</td>
<td>CTDEEP Sustainable Material Management Grant Program</td>
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<td>Amount Requested:</td>
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<td>Grant Period: From:</td>
<td>8/1/2022</td>
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<td>To:</td>
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<td>Rev Code:</td>
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<td>Amount Loaned from General Fund:</td>
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<tr>
<td>Department Administering Grant:</td>
<td>Public Works/Sanitation</td>
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</table>

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:
Municipalities are mandated in statute (CGS 22a-220) to provide for the safe and sanitary disposal of all solid wastes, which are generated within its boundaries. In an effort to assist municipalities to achieve waste reduction and recycling goals, and combat the escalating trash disposal costs, the State Department of Energy and Environmental Protection has issued the Sustainable Materials Management (SMM) Grant program. SMM project will be a year-long pilot program in the Sanitation District, which is projected to reduce waste by up to 40%, increase recycling, and offer curbside collection of food waste for residents, and ultimately reduce costs to customers in the Sanitation District. (NOTE: amended on the floor to include that money will be advanced from City’s General Fund and will be repaid to General Fund from State grant)

Signature: ____________________________
Requested by: Chris Holden
Status: Passed & Amended
Status Date: 8/1/2022
H. Memo: Emergency Purchase – demolition of & Rapallo Avenue

APPROVED

City of Middletown
Department of Economic and Community Development

MEMORANDUM

To: Finance Dept., Michelle Leone

From: Bobbye Peterson, Acting Director of Economic and Community Development

Date: July 5, 2022

Re: American Contractors

I understand that the PO for the demolition of 7 Rapallo Avenue was questioned why it did not go through all the proper channels.... (3 quotes, etc). This was considered an emergency as this dwelling is vacant but was being used by vagrants prostitutes and drug activity in a very unstable structure.

Thank you,
I. Russell Library Director’s report, dated July 27, 2022

APPROVED

Library Director’s Report

Library Director’s Report

to the Russell Library Board of Trustees

July 27, 2022

“We empower people to grow, connect, strive and thrive.”

Russell Library’s Strategic Goals:
Goal 1: Strengthen Community
Goal 2: Create a Safe and Welcoming Destination
Goal 3: Foster a Thriving Economic Ecosystem
Goal 4: Promote Lifelong Love of Learning

Russell Library’s Foundational Strategy: Practice equity and inclusion, and listen to youth voices.

- Staff continue to work on the Project READY curriculum with consultant Linda Packard, with monthly meetings and assigned homework.
- Staffers Ayanna McKenon and Stephanie Rush have conducted at least four orientation/training sessions for teen volunteers. The next signup period for teen volunteers will begin around August 1, for the fall session.
- Ayanna is working with the Youth Services Bureau on their “Talks Too Much” podcast.

Grow

- We will be making a big push during Library Card Signup Month in September, with outreach visits around town as well as a postcard mailing highlighting library services. We will also be encouraging voter registration.
- As of July 25, we have 519 young people (ages 0-18) signed up for the summer reading program, which is about 42% more than the 365 people who had signed up by this point last summer! Our finale party will be held at Crystal Lake on Saturday, August 13. The “GeoMission” element of summer reading is a huge hit; people are already asking if we’re doing it next year. Kudos to every staff member who has worked to make this summer fun and special for our community!
• Storytimes at the library and the Farmers Market have been very well-attended. Some storytimes have been moved indoors due to hot weather.

*Shannon B., Shannon W., Kate O., and Kate M-B at the Farmers Market, summer 2022. We have many Shannons and many Kates!*

*Summer Storytime Under the Trees! (DPH pediatric vaccine tent to the left)*

**Connect**

• Our Programming and Events team meets quarterly to finalize plans for the Immediate season, plan for the upcoming season, and dream about the season after that. For instance, in August we will be cementing plans for the fall (Sept/Oct/Nov) season and cooking up ideas for the winter (Dec/Jan/Feb) season. Our staff are always thinking far ahead!

• Our virtual author talks with the Library Speakers Consortium are averaging about 35 registrations each but getting up to 95 views. Presentations are archived, so they can be viewed later. We are very pleased at the high usage numbers.

• We made about 85 connections at the Juneteenth celebration on June 18. We signed people up for summer reading and library cards, and we distributed wifi hotspots and information about digital equity.

• Podcast: The first five episodes of Season 2 of "Middletown Strong" have received more than 248 downloads, with some listeners tuning in from other countries.

• We are participating in RJ Julia’s "Where’s Waldo" contest around town for the month of July.
- Staff have done and/or are planning outreach to MHS, Beman, school summer meal sites, Pre-K, the Summer Literacy Academy, and more.

**Strive**
- Our Job and Career program continues to prepare people to look for work. We recently had a meeting to discuss future plans and strategies and will continue to work to align our programs and services with Middletown job seekers’ unmet needs.

**Thrive**
- We are hosting pediatric vaccine clinics 6m-11y on four Tuesdays this summer, concurrent with story time. The Middlesex United Way will be joining us at our library card table at story time in late August to help encourage people to register to vote.
- Our next Staff Development morning is Friday, September 23. The library will be open 1pm-5pm that day.
- Congratulations to Ja’Kari Freeman on his promotion to full-time Custodian!
- Part-time Library Clerk Rachel Hess’s last day at Russell Library was Monday, July 25. We wish Rachel well in her future adventures, and we look forward to her visiting us often.
- On July 13, we ran three staff planning sessions with consultant Maxine Blewes, to get thinking about best practices for the lobby remodel. Brandie Doyle is doing a great job writing our CT State Library construction grant application.

**Happy Customers/Brag Sheet (these are just a few of the many examples this month!):**
- From a patron letter to staffer Christy B: “I just wanted to let you know that I’ve landed a FT job at a small manufacturing company that makes terrific products. Thank you for all of your help through a long, strange journey. I’m grateful for all I’ve learned from you and the connections you helped me make. They’ve been a part of my being able to land in the right place.”
- From staffer Stephanie R: “A little friend just learning to read practiced reading a page in one of the sight word books and then asked if he could read it to me. So sweet and so proud when he was able to read the whole page on his own!”
- From staffer Diane M: “Today a mom, dad, grandma and grandpa came in together with a nine day old baby. The whole family celebrated the little
guy’s first trip to the library with a photo shoot, getting him a library card, giving him a tour of the YFL department and having him “pick” some board books to take home. They said it’s tradition in their family as their daughter got her first library card at five days old so he’s already behind. It was adorable!”

- An email from a patron: “I’m new to Middletown and this is my first time at your library. I am truly impressed with the facility as well as the very polite and helpful staff. The mobile & email printing feature is awesome!!”

Community Connections/Meetings, Professional Development, etc.:

- Tom Marano, retiring Economic Development Specialist
- Russell Library Leadership Team: Project READY and regular meetings
- Russell Library Admin Team weekly meetings
- Middlesex County CEO Network (hosted at Community Foundation)
- Mayor Florsheim - updates re development in Middletown
- Liz Burton, Development Director, Middlesex United Way
- Weekly office hours
- CT DPH: pediatric vaccine clinic details
- Middlesex United Way/Women United
- Trustee Sarah Schulenburg’s orientation
- Chamber of Commerce Central Business Bureau monthly meeting
- Monthly meeting with Friends of the Library president Sandy Becker
- Union contract negotiations
- Job/Career team strategy meeting
- Lobby design w/Henry Myerberg and Maxine Bleiweis
- Program/events team strategy meeting
- Library Connection, Inc. Finance Committee meetings
- DECD Communities Challenge grants info webinar
- Staff Lunch and Learn (and frozen treats)
- CT Humanities strategic planning audit interview
- Webinar: "Responding to Materials Challenges"
- Webinar: "The Post-Pandemic Library"

See you in September!

Respectfully Submitted,

Ramona A. Burkey

Ramona Burkey
Library Director

APPROVED

Memo

To: Benjamin Florshcin, Mayor
   Carl Erlacher, Director of Finance
CC: Donna Formato, Supervisor of Purchasing
    Linda Reed, Clerk of the Common Council
    LeeAnue Lounardo, Administrative Secretary III
From: Brianna Skowera, Director of Information Systems
Date: Thursday, July 28, 2022
Re: Emergency Purchase by Technology Services for Hyland OnBase Licenses

This memo has been prepared in accordance with the Emergency Purchasing provisions of the City's Purchasing ordinances.

Our current licensing for Hyland OnBase, the platform for the City's Electronic Contract Management, expires on July 31st, 2022. Due to my legal name change and associated email change, the renewal paperwork was not received by Technology Services until this week. If we do not issue a Purchase Order for this renewal before 7/31, we will be in violation of Hyland's license agreement, may experience functionality loss, and will incur a 10% financial penalty when we do renew.

Hyland does not directly sell its licensing. Last year, we purchased this licensing through Naviant following a competitive quote process. Only Naviant and Insight returned quotes; no other vendor returned a quote upon request.

Due to time restraints, we cannot obtain two additional quotes this year. It is important to note that Insight, who provided the second quote last year, was actually reselling Naviant's reselling of Hyland's product, which guaranteed that their quote would be higher.

To avoid violating our license agreement, potential functionality loss, and a 10% financial penalty, I ask for you to authorize the Supervisor of Purchasing to secure, at the lowest obtainable price, these services.

Regards,

Brianna Skowera

City of Middletown
Technology Services Department
245 DeKoven Drive Middletown, CT 06457
TEL: (860) 638-4990 FAX: (860) 638-1928 TDD: (860) 638-4812

Brianna Skowera
Director of Information Systems
Technology Services, City of Middletown
245 DeKoven Drive, Middletown, CT 06457
Phone: (860) 638-4997 Email: brianna.skowera@middletownct.gov
9. Mayor's Reports to the Common Council

A. American Rescue Plan

As we heard, we recently received the 2nd of the two years of funding for ARPA. The action taken this evening by the Council means that the money has been accepted into the City coffers. It will be used to fund the projects being supported through the ARPA Task Force. As Councilman Faulkner stated when reading the grants tonight, the resolution, drafted last year, stipulated how ARPA funds would be managed and allocated. It also stated how we would try to get the projects into the community and funds out into the community, reflective of what Congress wanted us to do with the money and how our community wanted us to use this money. It has been a challenging process to handle this level of funding for the first time, but it has been a successful one, as well. They continue to move through this process. In our last meeting a few weeks ago, we were here for approvals of ARPA applications. The Task Force has not met since then for new considerations. He is happy to answer any questions. The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo makes a point of order: the agenda also has department reports at Item H, Item I, and Item J. He does not believe that they were read into the record by Councilman Faulkner.

The Chair replies that he believes that they were read into the record.

The Chair calls on Councilman Edward McKeon.

Councilman McKeon asks for an update on the hiring of the consultant to handle rollout of the dollars.

The Chair states that he does not think that there is an update beyond that they continue to work on the RFQ since the last time we were together. For the record, the Office of General Counsel is preparing an RFQ. It may have been posted. He will double-check and get back to the Council. The way that will be solicited. They expect to have somebody in to consider these by the end of the summer. They are moving forward as quickly as they can. The Chair adds that the consultant will assist with promulgation of the agreements between the City and all of the subcontracting awardees for ARPA. To make sure: (a) that they are in compliance with what Congress has allowed, and (b) that agreement that the City, and the requirements, that the City is making for these agencies, City institutions to receive funding are met. We want to be sure that we are well protected in that regard.

B. Riverfront

On the Return to the Riverbend, the report submitted last week was not received, so, hopefully, that will be a happy announcement to come. The City submitted an application to the State’s new Community Investment Fund. It is a new program that the State has set up. Only 53 municipalities are eligible to apply for programmatic funding. Essentially, it creates a new pot of money similar in nature to what Congress set out for ARPA to accomplish. They are community improvements projects specific to 53 eligible communities. We sw. I many respects, that the Riverbend plan would be eligible for this funding. They put in a Phase I application, which means completion of the Phase I of the Riverbend project, which we see that as focused on remediation of the post-industrial sites: Jackson Corrugated, the Omo site. If we are able to acquire that and work with the owner: Peterson Oil site, which is heavily contaminated. All are subject to an EPA (U.S. Environmental Protection Agency) assessment grant. At the moment, we are looking for this State and Federal money to realize this remediation as well as to compete demolition of some on the buildings that will be coming down at Jackson Corrugate site, some of the trail and open space improvements that have been recommended. We are very excited to have that application on the books. He thanks Acting Director of Economic & Community Development Bobby Peterson for spearheading and writing that grant with Amy Vaillenrouc, who has been working with the City on the riverfront for many years as the Tigh & Bond and now VHB consultant, the Chamber, our many community partners, as well as the legislative delegation for their support. It is a legislative decision, a new board that has been set up by the State to make the determinations about that grant. We will cross our fingers and work with our partners at the State level, hoping to receive that money. The amount that we applied for is $28M. They arrived at that number because this is what we believe we need to accomplish the Phase I projects. We are encouraged by the feedback that we got from the State, that it is a project that aligns with their goal and aligns with the fact that we are trying to do big things in the State right now. This is once in a lifetime funding. This application is in and he will keep everyone up to date. They will also be considering other avenues for funding this project as well. There will be more updates to come from the Land Use Office as to how the Master Plan is received. He is glad to answer any questions. The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo asks, for clarification, based on going back a bit on the consultant, this will be a funded position from the ARAP funds. Generally, new jobs go through review and
classification and finally before being posted as available, they come to the City Council, He asks if this is the procedure for this job as well.

The Chair replies that it will follow professional services so it will not be a permanent position. It will be treated as a contractor, a professional service, so there will not be a job description or salary setup of classified service.

Councilman Loffredo continues, stating that the job will be a public job, advertised as such as to the requirements that we are looking for. It will be funded with ARPA money, which procedurally, is granted after review of the request by the ARPA Committee and the Common Council. Since that money will come from ARPA, he asks, before it goes out, will the amount that we are willing to pay be brought to the Council.

The Chair replies, “It will, yes,” adding that it will be an ARPA expenditure subject to the same procedure.

Councilman Loffredo thanks the Chair.

10. Payment of all City bills when properly approved

Councilman Darnell Ford moves to pay all City bills when properly approved. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiallaco, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

11. Resolutions, Ordinances, etc.

A. Approving the Tentative Agreement between the City of Middletown, Connecticut and Local 1361 of AFSCME, Council #4, including all associated costs, covering the period of July 1, 2022 through June 30, 2025; and authorizing the Mayor of the City of Middletown to sign the Local 1361 Agreement on behalf of the City of Middletown.

APPROVED
– 1 Aug 2022

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the Common Council hereby approves, ratifies, and adopts the Tentative Agreement between the City of Middletown, Connecticut and Local 1361 of AFSCME, Council #4, including all associated costs, covering the period of July 1, 2022 through June 30, 2025;

BE IT FURTHER RESOLVED: That the Mayor of the City of Middletown is hereby authorized to sign the Local 1361 Agreement on behalf of the City of Middletown.

Financial Impact: The cost of wages in this contract for the police in year 1 is as follows: Wages $407,675, OT replacement and Private events $36,767 for a total of $444,442. Private Duty overtime will also increase $40,000 if we do not off set in a change in billing. Years two and three will be determined after the CPI-U is released in December (for the 12-month period ending November) in those prospective years. Those percent increase will start in our next fiscal year and will be included in that budget.
TENTATIVE AGREEMENT
ON THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND
LOCAL UNION #1361 – AFSCME, COUNCIL 4

The City of Middletown ("City") and Local 1361, AFSCME, Council 4 ("Union"), are parties to a collective bargaining agreement ("CBA") that expired on June 30, 2022. As of the date of this document, the City and the Union have tentatively agreed to certain changes to the existing CBA. These proposed changes are set forth in the attached red-lined version of the CBA and are incorporated herein by reference. In addition to the attached TA, the Union agrees to print the contract in-house for both the City and its union membership and to withdraw Case No. 2021-A-0207 with prejudice once this TA is ratified by both parties.

This Tentative Agreement ("TA") will only become effective once the Common Council of the City of Middletown votes to approve the proposed TA, including the estimated cost associated with it, and the membership of Local 1361 have also voted to approve the TA. The effective date will be the date that the last party approves the TA.

WHEREFORE, the duly appointed/designated representatives agree to the foregoing and, as such, affix their signatures and execute this Tentative Agreement subject to ratification of the Union body and the Middletown Common Council.

For the City of Middletown

Benjamin Florsheim, Mayor

Dated: 7/19/2022

For the Union

Nicholas Puerto, Union President

Dated: 7/19/2022

AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN, CONNECTICUT
AND
POLICE LOCAL #1361
OF AFSCME Council 4

July 1, 2022 THROUGH June 30, 2025

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This Agreement, entered into by the City of Middletown, hereinafter referred to as the "CITY", and the Middletown Police Local #1361 of AFSCME Council 4, American Federation of State, County, & Municipal Employees, AFL-CIO, herein after referred to as the "UNION", has as its purpose the promotion of harmonious relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences. The establishment of rates of pay, hours of work, working benefits and obligations; a more effective police service in the public interest and any other issues within the purview of working conditions or conditions of employment.

ARTICLE 1
RECOGNITION

SECTION 1 The City recognizes Union Local # 1361 of AFSCME Council 4, American Federation of State, County, and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining agent, under the provisions of Chapter 561 of the Connecticut General Statutes. The Union recognizes the Mayor and/or the Mayor's designated representative or representatives as the sole and exclusive representative of the City of Middletown, Connecticut, for the purpose of collective bargaining.

SECTION 2 The bargaining unit shall consist of the following: All full-time uniformed permanent employees; and all investigatory permanent employees, including the full-time Animal Control Officers), and probationary employees, of the Middletown Police Department, excepting the Chief of Police, and the Deputy Chief of Police.

SECTION 3 No probationary employee at the entry level shall have access to the grievance procedure on the issue of discharge.

SECTION 4 Members of the bargaining unit shall hereinafter be referred to as the "EMPLOYEE" or "EMPLOYEES".

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1 Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. Those rights, responsibilities and prerogatives are inherent in the Mayor and the Common Council by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 3
HOURS OF WORK

SECTION 1 The regular hours of work each day shall be consecutive, except for any authorized interruption for lunch periods.

SECTION 2 The workweek shall consist of five consecutive eight (8) hour days, except for employees in Patrol assigned to the 4-2 schedule.
SECTION 3 In recognition for the daily feeding, cleaning, training, and grooming of a K9, the regular work day for any bargaining unit member assigned as a K9 handler shall be reduced by one hour although said K9 handler shall be credited with having worked a full day. If a K9 handler has a training day, the K9 handler will receive one hour of pay for the care of the K9. If the training is eight hours or more, then the hour in recognition for the daily feeding, cleaning, training, and grooming of the K9 will be compensated at time and one-half.

For the purpose of Vacations (Article 14), Sick Leave (Article 16), Personal Leave (Article 18), and compensatory time, any bargaining unit member assigned as a K9 handler shall have approved time off based upon a seven (7) hour day.

For purposes of Personal Leave under Article 18, the one (1) hour of remaining personal leave time will be converted to one (1) hour of compensatory time.

SECTION 4 The monthly work schedule shall be completed and posted on the Departmental bulletin board not later than twenty (20) days in advance of the date when the working schedule changes.

SECTION 5 Consistent with the operating requirements of the Police Department, the Chief will endeavor to schedule shift assignments and days off equally among the bargaining unit members, unless otherwise provided for within this Collective Bargaining Agreement.

SECTION 6 The most senior patrol officer on each shift working in the one hundred twelve (112) day rotation Patrol Division, shall be assigned their choice of days off, and will work a 5-2 schedule. Said senior patrol officers shall notify the Chief of Police of their choice of days off on or before thirty-five (35) calendar days prior to the start of each one hundred twelve (112) day shift period with the member’s shift request. If any of the most senior patrol officers on each shift do not elect to choose days off, the option shall be offered to the next senior patrol officer.

SECTION 7 Consistent with the operating requirements of the Police Department, the Chief will give due consideration in seniority, physical condition and personal hardship in making shift assignments.

SECTION 8 During each eight (8) hour tour of duty, employees shall be allowed thirty (30) minutes for lunch.

SECTION 9 The normal work schedules for the Patrol Division will be a four (4) days on, two (2) days off schedule as follows:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Time</th>
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<tbody>
<tr>
<td>Midnight Shift Early Cars</td>
<td>10:45 p.m. to 7:15 a.m.</td>
</tr>
<tr>
<td>Midnight Shift Regular</td>
<td>11:45 p.m. to 8:15 a.m.</td>
</tr>
<tr>
<td>Day Shift Early Cars</td>
<td>6:45 a.m. to 3:15 p.m.</td>
</tr>
<tr>
<td>Day Shift Regular</td>
<td>7:45 a.m. to 4:15 p.m.</td>
</tr>
<tr>
<td>Evening Shift Early Cars</td>
<td>2:45 p.m. to 11:15 p.m.</td>
</tr>
<tr>
<td>Evening Shift Regular</td>
<td>3:45 p.m. to 12:15 a.m.</td>
</tr>
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a. At no time will there be any more than three (3) early cars on any given shift.

b. Other than the Patrol Captain, Patrol Lieutenants, the Traffic CO, the Traffic Officers and senior patrol officer per shift, there will be no fixed days off for anyone assigned to patrol.

c. For FLSA compliance purposes the City will utilize the 7(k) exemption for Law Enforcement, and will utilize a 24 day “work period” in place of the normal 7 day “work week.” Officers will continue to be paid on a weekly basis. The parties agree that each officer working the 4-2 schedule shall be paid 40 hours straight time pay for all regularly scheduled hours of work. For example, officers that work 42.5 scheduled hours in a pay week based upon the 4-2 schedule (5-8.5 hour days) will be paid 40 hours straight pay. Officers that work 34 scheduled hours in a pay week (4-8.5 hour days) will be paid 40 hours straight pay. Additionally, each officer shall receive overtime pay at the rate of time and one half for each hour over forty (40) hours actually worked in the pay week, or for any hours worked in excess of any regularly scheduled hours of any workday. For example, an officer regularly scheduled to work only 34 hours in a pay week based upon the 4-2 schedule, shall receive overtime pay at the rate of time and one half for any hours worked in excess of 34 hours in that pay week.

d. Officers working the 4-2 schedule will be charged with utilizing eight (8) hours of time used for days off. This includes sick days, vacation days, earned compensatory time, and personal days.

e. Should any officer work an extra or overtime patrol shift, they will work eight (8) hours, starting at the time of roll call or one (1) hour earlier if an early car, whatever is applicable.

f. All members assigned to work the 4-2 schedule shall be required to attend two (2) days of additional training (“training days”) per calendar year as part of their regularly scheduled work hours. Said training days will be determined by the Chief of Police or the Chief’s designee, and will be eight (8) hour days.

g. Training days cannot be assigned on Saturdays, Sundays, or Holidays as defined in the CBA.

h. No member shall be required to attend more than one (1) training day per 24 day “work period.”

i. The department must give at least twenty-one (21) calendar days’ notice when assigning
a member to a training day.

j. All officers assigned to Patrol on a 4-2 schedule will be placed on a 5-2 schedule if on light duty.

**SECTION 10** Training Days for Members Working a 4-2 Schedule

a. At the discretion of the Chief of Police or his or her designee, members working four days on and two days off under the 4-2 schedule as set forth herein, may be switched to a Monday to Friday work schedule to accommodate a week-long training class or opportunity.

b. There may be times when a member’s 4-2 schedule would have given him or her three days off during the training week had he or she not been switched to a Monday to Friday schedule. In such cases, the member shall be compensated an additional eight hours of straight time pay or, in the alternative, the member may choose to receive eight hours of earned compensatory time. If a member has accrued the maximum number of compensatory hours allowable under the CBA, then that member shall receive straight pay as set forth in this Paragraph.

c. When the circumstances detailed in Paragraph 10b occur, the following shall apply regarding the work day:

i. Monday shall consist of an eight hour work day. The applicable overtime rate shall be paid for all excess hours worked.

ii. Tuesday through Friday shall consist of eight and one half hour days. The applicable overtime shall be paid for all hours worked in excess of 8.5 hours.

iii. Members switched to a Monday to Friday schedule as contemplated herein shall receive weekends off for the week so switched. Upon completion of the week-long training, members shall return to their previous rotation in the four day on and two days off schedule.

**SECTION 11** In addition to the above-mentioned normal schedules, the Chief will have the authority to create at any point in time a maximum of two (2) additional shifts of squads for the patrol division. If such shifts cannot be staffed with volunteers, personnel will be assigned by inverse seniority.

**SECTION 12** The shifts in the Patrol Division will change, per the bid system described within this Collective Bargaining Agreement, every one hundred twelve (112) days.

**SECTION 13** At the beginning of each one hundred twelve (112) day shift period, the Police Chief may adjust the assignment of days off, for employees who change shifts, in order to meet the operational needs of the Department.

**SECTION 14** Employee(s) may request an exchange of shift for a one (1) day period provided such request is presented forty-eight (48) hours prior to the shift and provided the Chief or the Chief’s representative approve said request.

**SECTION 15** Experimental shift schedules and rotations may be implemented if agreed to by both the Union and the City.

**SECTION 16** Shift assignments shall be bid according to the following procedure:

a. Shift bidding is open to all bargaining unit members of the rank of patrol officer, sergeant or lieutenant who are assigned to the Patrol Division, except those members on probationary status resulting from their initial appointment to the department, and those bargaining unit members on an extended absence due to their illness, injury, or any authorized leave of absence.

b. Bargaining unit members shall bid their shift by seniority as described in Article 7 of this Collective Bargaining Agreement.

c. Patrol officers, sergeants and lieutenants shall each bid for their respective shifts, but unless otherwise provided for within this Agreement, the City shall retain its right to determine the number of employees required to fill each shift and squad.

d. The Chief or the Chief’s designee shall post a shift bid list for the upcoming one hundred twelve (112) day shift period, no less than forty-five (45) calendar days prior to the start of each shift period, listing the total number of lieutenant, sergeant and patrol officer positions available for each shift.

e. Each bargaining unit member shall submit to the Chief, or the Chief’s designee, a bid list stating the member’s first, second, and third choice of shifts/squads no later than thirty-five (35) calendar days prior to the start of each one hundred twelve (112) day shift period.

f. Members of the bargaining unit assigned as K9 handlers shall be allowed to bid for shifts, but the City shall not be required to assign more than one K9 handler to any shift.

g. Each bargaining unit member’s bid or existing shift shall not be changed except:

i. For one (1) day changes of shifts/squads per section 10A of Article 3.

ii. For bona fide disciplinary actions taken.

iii. By agreement between the Chief of Police and the Union.

iv. That the Chief of Police may change the shift schedule of an individual bargaining unit
member to attend or instruct Police Officer Standards & Training (POST) mandated training.

v. That the Chief of Police may change the shift schedule of an individual bargaining unit member to attend or instruct non-mandated training.

vi. That the Chief of Police may change the shift assignment for a SWAT, SCUBA or K9 officer to attend monthly unit training sessions.

vii. That the Chief of Police may change the shift assignment consistent with the operating requirements of the Police Department, however, this provision shall not be used in lieu of disciplinary procedures.

viii. As needed to replace a bargaining unit member due to extended sick or injury leave, retirement or termination within a one hundred twelve (112) day shift cycle provided that the vacant position will be filled in inverse order of seniority.

ix. During an actual state of emergency declared by the Mayor of the City of Middletown.

SECTION 17 That probationary officers shall be assigned twenty-eight (28) day shift assignments by the Chief of Police or the Chief’s designee, consistent with the operating needs of the Department.

SECTION 18 That members of the bargaining unit failing to submit a shift/squad bid per Section 12(E), shall be assigned to a shift/squad by the Chief of Police or the Chief’s designee, consistent with the operating needs of the Department.

SECTION 19 Members of the bargaining unit transferred into the Patrol Division shall be notified of said transfer, as soon as practicable prior to the start of the shift/squad bidding process.

SECTION 20 Shift/squad bidding forms and appropriate informational material shall be made available to members of the bargaining unit, absent from duty for extended periods of injury or sick leave, if their return to duty is anticipated by the beginning of the upcoming shift period.

SECTION 21 Lieutenants assigned to the Patrol Division subject to the bid system will have as one of their days off either Saturday or Sunday. They will not be subject to the rotating days off as the Patrol Division sergeants and officers are. The Patrol Division lieutenants days off will be determined by the Chief of Police, with input from the lieutenants considered, prior to the bid schedule posted.

ARTICLE 4 WAGES

SECTION 1 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2022 shall be increased by 4.0 percent for the period of July 1, 2022 through June 30, 2023 as set forth in Appendix A, attached hereto and made a part hereof.

SECTION 2 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2023 shall be increased by CPI (Consumer Price Index) as released in November of 2022. Such increase shall not be lower than 0% nor higher than 5%.

SECTION 3 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2024 shall be increased by CPI (Consumer Price Index) as released in November of 2023. Such increase shall not be lower than 0% nor higher than 5%.

SECTION 6 Retroactive pay will be to July 1, 2022 and will only be for regular and replacement wages and overtime, and city private duty overtime paid for by the City of Middletown. It will not include regular private duty overtime.

ARTICLE 5 OVERTIME

SECTION 1 Employees who do not work a 4-2 schedule who work in excess of eight (8) hours in one (1) working day, or over forty (40) hours in the five (5) day regular work week, shall receive time and one-half (1 1/2) for any such authorized overtime work. Employees who work a 4-2 schedule will earn overtime as outlined in Article 3, Section 7. Absence from work due to sick time shall not count as time worked for the purpose of calculating overtime regardless of whether the employee works a 4-2 schedule or not.

SECTION 2 An employee called in more than one (1) hour prior to the employee’s regular day shift hours, or more than two (2) hours prior to other regular shift hours, would be deemed to have been “called back” to work, and be guaranteed a minimum of two and one-half (2 1/2) hours of call back pay at time and one-half (1 1/2) the hourly rate. Said employee will not be assigned a duty other than that related to the specific call-back assignment.

SECTION 3 In the event an employee is required, during a change of work scheduled shift, to work consecutively in excess of eight (8) hours, then such employee shall be paid at the rate of time and one-half (1 1/2) for any hours over eight (8), unless the employee has requested the shift change.

SECTION 4 Employees who are required to attend in-service training or schooling in excess of their regularly scheduled work day or week shall be paid for all hours while attending class at time and one-half (1 1/2) their regular hourly rate or compensatory time at time and one-half (1 1/2) at the discretion of the employee. Meetings with supervisory personnel shall be considered training sessions. State mandated training shall be paid at the regular hourly rate.
a. The amount of compensatory time with which a bargaining unit member is credited may not exceed a total of one hundred and twenty (120) hours. Members of the bargaining unit shall have until June 30, 2013 to reduce compensatory time down to the one hundred and twenty (120) hours. Compensatory time not reduced by June 30, 2013 shall be paid out to the bargaining unit member.

b. The City must permit bargaining unit members to use compensatory time upon reasonable notice, provided the bargaining unit member's absence does not create a genuine operational burden on the department.

c. Compensatory time may only accrue in the following circumstances:

- As a result of a bargaining unit member receiving training or in the course of training other bargaining unit members.
- For attendance at meetings authorized or required by the department.
- In the event a bargaining unit member is held over beyond the member’s regular shift.
- In pre-approved instances at the discretion of the Chief of Police.

d. A bargaining unit member may not use compensatory time to extend the bargaining unit member’s resignation or retirement date. Bargaining unit members do not have the right to cash-in accumulated compensatory time, except upon separation of employment with the City.

SECTION 5 The following procedures will apply in the event of out-of-town travel for training purposes. A Department vehicle will be provided to anyone traveling outside the City for any official police function (training, court, per-se, etc.) if that person is receiving compensation (either monetary or compensatory time).

a. If the travel distance directly to the site of the official police function is less than the officers’ commute from their homes to Middletown Police Headquarters (e.g., officers who live in Windsor and have training in Windsor Locks), officers will be expected to report directly to the official police-related function from home, and will not be entitled to travel time pay or mileage reimbursement.

b. If the travel distance directly to the site of the official police function is more than the officers’ commute from their homes to Middletown Police Headquarters and those officers choose to use their own personal vehicles to go directly to the official police function from home, they will only be compensated travel time for the time it takes to reach the site in excess of the time it would normally take to get from their homes to Middletown Police Headquarters and they will not be reimbursed for mileage without prior written approval from the Administrative Division Commander. (For example, an officer who lives in East Hartford and has training in Enfield may obtain prior written approval to drive directly to training from home, and will be compensated for travel time and mileage in excess of the normal commute from home to Middletown Police Headquarters.

c. In the rare case there are no Department vehicles available and officers are required to utilize their personal vehicles, they will be compensated for travel time pay and mileage in excess of their normal commute from home to Middletown Police Headquarters. The same will also apply for the return trip, provided the travel time is in excess of the regularly scheduled day.

d. For any training-related function, officers will contact the Training Unit for a Department vehicle. For any other official police function, officers will contact the Administrative Captain in advance (or in the Captain’s absence, their respective Division Commanders). When utilizing a Department vehicle, officers will be required to sign out the vehicle at the front desk.

SECTION 6 In all overtime assignments, full-time police personnel shall be accorded the right to first refusal on a rotating and equitable basis by seniority. If at any time an employee is skipped in the offering of a private job or regular city rotation, to which he or she would otherwise have been entitled, that employee will be offered the next opportunity to such private duty or city rotation job to insure equitable opportunity for overtime.

SECTION 7 In cases where vacancies are to be filled due to absences by ranking officers or police officers, the vacancies will be filled by an employee of the same rank as the absentee. If a patrol officer vacancy is unable to be filled on a voluntary basis, the vacancy will be voluntarily offered to the next higher rank (Sergeant) prior to following order-in procedures for patrol officers. Patrol Supervisor vacancies will be offered voluntarily through all supervisory ranks prior to following order-in procedures. If an employee of the same rank is not available as a replacement, after exhausting voluntary and order-in procedures, the replacement will be taken from the next higher rank. All overtime assignments shall be made by the Chief or the Chief's designated representative.

SECTION 8 All employees shall be ineligible for overtime assignments for two shifts after each shift they are on sick leave. See also Article 6, Section 6.

SECTION 9 When it is necessary to order personnel in to work, employees on approved vacation leave and military leave, shall be excluded from the inverse seniority list used for such purposes except in cases of emergency as declared by the Mayor. Personnel on an approved vacation leave of a block of 4 days or more shall not be eligible for order-ins from the end of his or her last regularly scheduled shift prior to the start of vacation until the start of his or her first regularly scheduled shift after the end of the member’s vacation. Personnel who are ordered in to work shall be paid at time and one half (1 1/2) the employee’s regular rate of pay.

SECTION 10 Employee(s) who as the result of the change of daylight saving time or change back to eastern standard time must work an extra hour instead of their regular shift hours, shall be paid the extra one (1) hour at time and one-half. Where the employee(s) work one fewer hour instead of the regular shift hours, the employee shall remain on duty for the one (1) hour period at their regular hourly rate of pay.

SECTION 11 Court Appearances

a. Any employee appearing in court shall be entitled to compensation at the rate of time and one-half of their regular rates of pay if:
1. They are subpoenaed as a result of their duties as an employee of the City of Middletown; or
2. They are not the defendant in a criminal matter before the court;
3. Said time in court is in excess of eight (8) actually worked hours per day or forty (40) actually worked hours per week, except for "call back" situations.

b. Except for "call back" situations, the employee will be compensated for the number of hours spent in court. The following procedures shall be followed:
1. For purposes of this Section, court appearances shall mean: Criminal, Civil, Per Se Hearing, or Workers' Compensation (job-related);
2. Upon receipt of a subpoena, the employee shall immediately submit a copy of same to Scheduling, along with a copy of the case or report they are to testify on. Scheduling shall contact the issuing party and determine if the employee's presence is required. This will be done prior to the close of court at the last court session preceding the date of the scheduled appearance.
3. On the day of the scheduled appearance, the employee shall check with either Scheduling or the Front Desk to see if the employee's appearance is required. Once the employee appears at the court to testify, the employee will sign the court log. Upon completion of testimony in court, the employee will sign out in the court log. The employee will then submit to Scheduling an overtime slip indicating hours spent in court, and the log in log out time. An employee shall not be required to accept state witness fees or attorney witness fees in lieu of Section 11 payments listed above.
4. The employee shall also notify Scheduling if the appearance is to continue on any other date. If so, the above procedure must be repeated.

ARTICLE 6
PRIVATE DUTY

SECTION 1 "Private Duty" shall be defined as additional duty worked by sworn members of the bargaining unit, which are paid for by any other organization or department other than the Police Department. It shall be offered on a rotational basis, except among those members who have expressed a desire not to perform such work and except as otherwise provided in Section 6 of this Article. All private duty assignments shall be made by the Chief or the Chief's designated representative. Periodically, the Chief or the Chief's designee will review the rotational process to ensure it is being administered properly. If at any time an employee is skipped in the offering of a private duty job to which the employee would have been entitled, that employee will be offered the next opportunity to such private duty job to insure equitable opportunity for overtime. If an employee is unavailable for a private duty job because the employee is scheduled to work that shift, the employee shall be skipped without losing the employee's place in the rotation.

SECTION 2 All employees shall be ineligible for private duty assignment during the two-shift period following any shift they were on sick leave, or during the period the employee is on light duty status or absent from work due to a work related injury.

SECTION 3 Compensation for private duty shall be at straight time, unless the employee qualifies for overtime under the provision of Article 5, Section 1, in which case compensation shall be at time and one-half (1 1/2) the maximum hourly rate of Patrol Officer for all members who are at the maximum step in the patrol officer salary grade or at a higher salary grade. For those members below the maximum step in the Patrol Officer's salary grade, they shall be compensated at straight time or time and one-half (1 1/2) their regular hourly rate as applicable.

SECTION 4 The Chief of Police may, in lieu of suspending an employee from regular duty, disqualify such employee for an equivalent amount of private duty assignments and resultant compensation.

SECTION 5 Private Duty: Officers hired by an organization other than the Police Department shall be paid minimum of four (4) hours pay. In the event the officer works over four (4) hours but less than eight (8) hours, he shall be compensated with eight (8) hours pay subject to the following provisions:
1. In the event the officer cannot complete the originally requested work hours due to a scheduling conflict or other circumstances caused by the needs of the department, the officer shall only be paid for the hours actually worked.
2. If the officer terminates the private duty assignment on the officer's own initiative due to illness, personal emergency, etc., the officer shall be paid for only the hours actually worked.
3. If the officer works more than the originally agreed to hours of work, it must be by the agreement of the hiring party.
4. Travel time to and from private duty assignments shall not be computed in the total time worked.
5. It is agreed that non-profit organizations such as schools, churches, and civic organizations shall not be subject to the eight (8) hour minimum payment requirement.

SECTION 6 Should any member of the bargaining unit accept a private duty or rotational job assignment, and subsequently call off said job assignment, the member shall be penalized as follows. Should any member call off three (3) private duty assignments within a fiscal year, the employee shall be precluded from accepting any private duty assignment for a period of fifteen (15) consecutive calendar days. The penalty for three (3) rotational call offs in a fiscal year will be for fifteen (15) consecutive calendar days of private duty overtime.

The call-off penalty described above shall be waived should a bargaining unit member call off for the following reasons:

a. Any work/job-related injury except where directly connected to employment by an employer other than the City of Middletown;
b. Any authorized leave in regards to a death in the family as described in Article 18;

c. When the said bargaining unit member accepts a rotation overtime assignment, or is called into work or
   ordered into work under the provisions of Article 5;

d. When the said bargaining unit member becomes ineligible to work a Private Duty job/assignment as a
   result of working three (3) consecutive shifts (or a part thereof);

e. When the said bargaining unit member is a Union official and is required by the Union to represent the
   Union and/or a member of the bargaining unit in any official matter;

f. When an illness affects a dependent child or any family member domiciled in the officer's household as verified
   by a licensed medical professional's certification.

ARTICLE 7
SENIORITY

SECTION 1 Seniority shall be determined by total length of service in the employee's job classification, except
that in the case of vacations and layoffs seniority shall be determined by the employee's total length of service in the
department. Probationary employees shall have no seniority but upon completion of the probationary period
their names shall be added to the seniority list from the date of appointment as probationary employees.

SECTION 2 Whenever more than one (1) person is appointed to the department on the same day, the seniority
of each such person shall be determined by individual's relative academic standing upon completion of
training in the police academy.

SECTION 3 Seniority shall not be broken by vacations, sick time, suspension or any authorized leave of absence
or any call to military service for the duration.

SECTION 4 Employees who resign voluntarily or who may be discharged for just cause shall lose all seniority;
provided, however, that employees who resign in good standing and who are returned to duty before the
expiration of one (1) year shall regain their seniority upon paying back to the pension fund all money they
withdrew, plus accumulated interest, and provided, however, that the period of separation will not count for
seniority or entitlement to benefits based on length of service.

SECTION 5 The parties to this Agreement recognize that the principal factors in job assignments are the
efficiency and integrity of the police department. Nevertheless, the Chief will give due consideration to seniority,
physical condition and personal hardship in making assignments that are not promotional. Such assignments
shall not be subject to the grievance procedure.

SECTION 6 The City will annually furnish the Union a seniority list showing names and titles of all employees
in the bargaining unit.

ARTICLE 8
LAYOFFS

SECTION 1 When a personnel reduction in the Middletown Police Department is required for whatever reason,
employees shall be laid off in the inverse order of length of service, as defined in Article 7 Supra.

SECTION 2 Whenever an employee is laid off, the employee shall be entitled to replace any other employee who
has less seniority and is in a lower pay classification, provided, however, that the employee is qualified for such
position.

SECTION 3 Employees laid off shall within two years of their termination be accorded preference in being returned
to their jobs provided, however, that such job positions are reinstated by the City, in accordance with
seniority practices.

SECTION 4 Employees reinstated before the expiration of two years of their layoff shall regain their seniority upon
paying back to the pension fund all monies they withdrew, plus accumulated interest, and provided, however, that
the period of separation will not count for seniority or entitlement to benefits based on length of service.

ARTICLE 9
HIRING AND PROMOTIONS

SECTION 1 The City and the Union shall recognize and adhere to all provisions of ordinances, laws, the police
manual and the Personnel Rules and Regulations of the City of Middletown, not otherwise superseded by the
terms of this Agreement.

SECTION 2 Promotion to Sergeant shall include, but not be limited to, serving not less than four (4) years as
a City of Middletown Police Officer.

SECTION 3 There shall be added to the final score of a Police Officer participating in the examination for
promotion to Sergeant one (1) point for each year of service above four (4) years, within the Middletown Police
Department, but not to exceed in any event a total of four (4) points.

SECTION 4 To be promoted to Lieutenant, the employee must have served two (2) years as a Sergeant in the
Middletown Police Department. While a Sergeant cannot be promoted until a Sergeant serves the two
years mentioned above, a Sergeant may take the next scheduled promotional test once the Sergeant
has successfully completed the probationary period described in Section 9B.

SECTION 5 To be promoted to Captain, the employee must have served two (2) years as a Lieutenant in the
Middletown Police Department. While a Lieutenant cannot be promoted until a Lieutenant serves the
two years mentioned above, a Lieutenant may take the next scheduled promotional test once the Lieutenant has successfully completed the probationary period described in Section 9B.

SECTION 6. An employee may not be promoted unless he or she is eligible for the promotion on the date of the vacancy.

In the event promotional vacancies cannot be filled because there are no eligible applicants for the examination for such vacancy due to insufficient time in rank, the City may, with the consent of the Union, waive such time requirements for such promotions. The date of vacancy will be determined based on the date the officer previously serving in the position is no longer in that rank for that position according to the City's payroll records. For new positions, the date of vacancy will be determined based on the date the position may be filled according to the Director of Human Resources Division. Before a new position can be filled, pursuant to Charter 15 days must pass following the creation or funding of the position.

SECTION 7. Each applicant for promotional examination shall receive a letter stating the applicant's actual score and the passing score for the examination; and, if there is any question concerning the grade received by an applicant, then such applicant shall be permitted to see their examination paper in the presence of the Director of Human Resources or, in the case of a written exam administered by an outside testing service, shall be given a written response by the outside testing service.

SECTION 8. An employee must pass the written phase of the examination process established for a position in order to proceed to the oral phase.

SECTION 9. The passing point on each phase (oral and written) of the promotional examination shall be seventy percent (70%).

SECTION 10. In any and all promotions, the City shall promote pursuant to a Rule of Five (5). Following an interview and ranking by the Chief of Police of the top five (5) qualified candidates, the Mayor of the City shall select one (1) of those five (5) highest-scoring qualified candidates for each position, and such candidate shall be replaced by the next highest scoring candidate. The lack of five (5) candidates to fill the selection list shall not preclude the City from utilizing this method for selection.

SECTION 11. When an employee is promoted to the position of Sergeant, Lieutenant, or Captain, such position shall be for a probationary period of one (1) year from the date of promotion. During the probationary period, the promotion may be rescinded for reasonable grounds. Should such decision occur, the affected employee shall be returned to the employee's previous rank with no loss of benefits or seniority that the employee would otherwise have had if such promotion had not been made. The promoted employee shall have the option during this probationary period of voluntarily returning to their former position in the department with no loss of benefits or seniority that the employee would otherwise have had if such promotion had not been made. If an employee returns to the previous rank, the time at the promoted rank shall be forfeited, for any future promotions.

SECTION 12. In determining transfers and assignments of employees, the Chief at the Chief's discretion shall consider the factors of seniority, training, experience and qualifications.

SECTION 13. Promotional exams shall be administered with a predetermined duration. All eligibility lists shall have a duration of two (2) years from the date of the Oral Examination.

SECTION 14. A lateral transfer shall be limited to the Middletown Police Department entry Level positions only. The City and the Union recognize the value of experienced police officers and invite the hiring of prospective candidates for the position of patrol officer. A candidate for lateral transfer must be a certified police officer in the State of Connecticut and must have served a minimum of two (2) years full time in an official law enforcement capacity and must carry a valid Police Officer Certification from the State of Connecticut, Police Officer Standards and Training Council.

1. Interested candidates for the position of patrol officer shall submit an application for employment listing their experience, training and background.

2. All qualified candidates may be required to take and pass a written examination and a physical agility test.

3. A background examination shall be conducted by the Police Department for prospective candidates.

4. Qualified candidates shall be interviewed by a three member board consisting of:
   A. The Chief of Police, or Deputy Chief of Police
   B. The Director of Human Resources or designee
   C. A Union designee

Results of the candidate's background examination as well as a record of the candidate's training, experience and other qualifications shall be made available to the board prior to the interview.

5. The interview (oral examination) shall be graded on a pass/fail basis and unanimous vote will be required to allow the candidate to continue the selection process.

6. Candidates passing the oral board will be placed on a selection list pending further vacancies. Upon selection, candidates will receive an offer of employment contingent upon satisfactory completion of physical, psychological, and polygraph tests.

7. Candidates completing the selection process and hired by the Police Department shall start a salary scale equal to one (1) year for each two (2) years police related experience up to three (3) years (six (6) years’ experience).
8. The entry level candidate's seniority shall be determined by the date of hire to the Middletown Police Department.

9. Benefits such as (vacation, medical, education incentives, etc.) shall be enjoyed by the candidate upon hiring. The level of benefits shall be the same as the pay grade in years the candidate is hired on. Example: (Candidate enters under a two (2) year step shall be granted vacation time equal to two (2) years on MPD).

10. The pension level and amount that may be bought back by the candidate shall be equal to the number of years of seniority granted by the City, up to a maximum of three (3) years as described in Section 7 above. Fees for actuarial determination of pension buy back costs will also be borne by the candidate.

11. The probationary period for lateral hires shall be twelve (12) months from date of hire and the probationary period for entry level hires shall be twelve (12) months from the date of POSTC certification.

SECTION 15 When filling the position of Senior Animal Control Officer ("ACO"), said position shall first be offered through a posting to qualified members of the bargaining unit. In the event that a Police Officer is offered and accepts the position of Senior ACO, he or she shall be placed at the top step. If an Animal Control Officer is promoted to Senior ACO, said person shall be placed at a step in the Senior ACO salary range next higher in salary than the position vacated. If an internal applicant is not chosen for the position, the City will seek qualified applicants through an open competitive process.

ARTICLE 10 GRIEVANCE PROCEDURES

SECTION 1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible in order to expedite the settlement of grievances and to insure efficiency and employee morale.

SECTION 2 A grievance for purposes of this procedure shall be considered to be an employee or union complaint concerned with:

A. Discharge, suspension or other disciplinary action;
B. Interpretation and application of rules, regulations and policies of the Police Department; and
C. Matters relating to the interpretation and application of the articles and sections of this Agreement.

SECTION 3 Any dispute or grievance outlined in Section 2 above, shall be handled as follows:

Step 1 The aggrieved employee, with or without a Union Representative, shall state, in writing, the employee's case in the form of a statement of facts and claims, within thirty (30) days of knowledge of the event or occurrence which is the subject of the grievance by either such employee or the Union. The grievance shall state the specific articles and sections of the contract which were violated, how they were violated and what remedy the aggrieved is seeking. Failure to provide the above data shall not affect the arbitrability of the issue however. The grievance shall be sent to the Chief of Police, who will use best efforts to settle the dispute and give an answer within seven (7) working days of receipt of such statement of facts. In the event such statement is not submitted to the Chief of Police within such period of time, such occurrence or event shall not be the subject of a grievance.

Step 2 Within seven (7) working days after the issuance of the Chief of Police's decision with respect to such grievance, should the grievance not be adjusted to the satisfaction of the alleged aggrieved, the employee and the Union Representative may submit the grievance in writing to the Director of Human Resources who will use best efforts to settle the dispute and give an answer within fifteen (15) working days of such statement of facts.

Step 3 When any party is still aggrieved, such party and union representative may submit the matter in dispute to arbitration by the State Board of Mediation and Arbitration. Disciplinary dismissals may only be submitted to the American Arbitration Association (AAA), such cost incurred for submission to the American Arbitration Association will be borne equally by the City and the Union. However, such matter shall be submitted to either Board within twenty (20) days following receipt of the Director of Human Resources's decision and the decision of either the State Board of Mediation and Arbitration or the AAA shall be final and binding upon all parties.

SECTION 4 The Union Representative may be called in by the Union in the handling of any dispute or grievance.

SECTION 5 Any grievance not presented or followed up through the grievance procedure outlined above shall be deemed waived. If at any step in the grievance procedure the Department or the City fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step, unless time is extended by mutual consent in writing.

SECTION 5A Nothing in this Article is intended to prohibit the City from processing a grievance through the grievance procedures up to and including arbitration.

SECTION 6 At any time during the grievance procedures, either of the parties may request, in writing, a joint conference to expedite resolution of the grievance. The parties will meet thereafter within one (1) month from receipt of notice. The processing of the grievance will be suspended until conclusion of the joint conference.

SECTION 7 The State Board of Mediation and Arbitration and the American Arbitration Association (AAA) shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

SECTION 8 The expense for the State Arbitrator's services and the proceedings shall be borne equally by the City and the Union. If either party desires a verbatim record of the proceedings, at any stage of the grievance
procedure, it may cause such a record to be made. The cost of making such transcript shall be borne solely by the party who requested it; unless the other party also desires a copy of the transcript, in which event the party causing the transcript to be made shall supply a copy upon being reimbursed for one-half (1/2) of the cost incurred in obtaining the transcript. Either party may secure the attendance of a stenographer at said proceedings. Attendance of a stenographer shall not require the party securing the attendance of the stenographer to cause a transcript to be made.

SECTION 9  The definition of working days in this Article shall be defined as Monday through Friday, excluding Saturdays, Sundays, and Holidays.

SECTION 10  All reference to days, where working days are not specified, shall mean calendar days.

ARTICLE 11  NONDISCRIMINATION

SECTION 1  The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital or civil union status, race, color, religion, creed, national origin, political affiliation, union membership, military service or sexual orientation.

ARTICLE 12  NO STRIKE - NO LOCKOUT

SECTION 1  The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the City that would impede the proper functioning of the City government at any time.

SECTION 2  The City agrees that it will not lock out any employees at any time.

ARTICLE 13  MONTHLY MEETINGS

SECTION 1  A meeting of the Chief of Police and the Union Executive Committee shall be held monthly when requested by either of the parties. The purpose of the meeting shall be to promote harmonious relationships between management and employees and to avoid recourse to the grievance procedures.

ARTICLE 14  VACATIONS

SECTION 1  Eligibility and Allowances:

a. Each employee who enters the employ of the City of Middletown shall earn a vacation allowance based on the schedule below. Employees shall begin to earn vacation allowance immediately upon their date of hire.

b. Vacation allowances shall be earned annually based on the following schedule:

1. Six and two thirds (6.6666) hours per month for all employees having less than two (2) years of service. (Equal to ten (10) days per year)

2. Ten (10) hours per month for all employees having at least two (2) years of service. (Equal to fifteen (15) days per year)

3. Thirteen and one third (13.3333) hours per month for all employees having at least nine (9) years of service (Equal to 20 days per year).

4. Each employee upon completing twenty-one (21) years of service shall receive one (1) additional day vacation, and shall receive one (1) additional day vacation for each year of service thereafter, up to a maximum of five (5) weeks vacation, after twenty-five (25) years of service. (Equal to twenty-five (25) days per year)

c. Employees who terminate their employment will be paid for all earned vacation time remaining.

SECTION 2  Vacations will be scheduled using the following procedures:

a. The Chief or the Chief's designee shall annually, not later than April 1st distribute to the bargaining unit members a vacation request form. Employees shall indicate their vacation preference and such vacation requests shall be approved for each bargaining unit member by the Chief or the Chief's designee not later than June 1st. Vacation requests for Christmas week will not be approved until the issuance of the four month bid cycle including December 25th. All bargaining unit members shall identify on an annual vacation request form a number of days equal to at least one-half (1/2) the accrued vacation time due them in the fiscal year.

b. Approval for annual vacation requests shall be based upon seniority (Article 7). The number of vacation requests approved for the same period in each division/bureau shall be at the discretion of the Chief of Police.

c. Bargaining unit members may swap approved vacation requests with the approval of the Chief of Police. Bargaining unit members may change an approved vacation request period if the desired vacation period is available.

d. All bargaining unit members will be allowed to automatically carry over all of their earned vacation time up to a maximum of ten (10) weeks, to the next fiscal year. Any accrued vacation time in excess of ten (10) weeks will be forfeited at the end of the fiscal year, and will not be carried over.
SECTION 3 Employees who take their vacations in five (5) day blocks will receive an extra day of vacation (i.e. an employee uses four (4) vacation days and receives an extra day to make the five (5) day block; employees who only have four (4) days vacation on the books may utilize this benefit).

SECTION 4 In accordance with Section 3 above, requests for a five (5) day vacation leave must be made thirty (30) days in advance. Approval or denial, based on the operating needs of the department as determined by the Chief of Police, will be made within two (2) days (excluding Saturdays, Sundays and holidays as recognized in this Agreement); following receipt of the vacation request. Requests not received within the thirty (30) day time frame as stated above, will not be eligible for the vacation bonus as described in Section 3 above.

SECTION 5 Requests for single day vacation leave that is not requested pursuant to Article 14 Section 2 shall be made in writing no later than forty-eight (48) hours prior to the start of the day off requested. The forty-eight (48) hour requirement shall be waived if the request does not cause overtime. Requests for single day vacation leave shall be granted subject to the operating needs of the Middletown Police Department as determined by the Chief of Police. The forty-eight (48) hour notice for single day vacation leave may be waived in the discretion of the Chief in cases of hardship or family emergency.

SECTION 6 No more than three (3) consecutive weeks of vacation, where applicable, may be taken at one time. The fourth (4th) and fifth (5th) weeks, where applicable, may be consecutive to the first (1st) three (3) weeks, only if the Police Chief determines the operating requirements of the Middletown Police Department will permit.

ARTICLE 15 HOLIDAYS

SECTION 1 The following Holidays shall be paid holidays:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday
- Juneteenth (celebrated June 19 each year)

All of the above holidays shall be celebrated on the calendar date, with the exception of Veteran's Day, which shall be celebrated on the date recognized by the City of Middletown.

SECTION 2 When an employee works any holiday, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, in addition to holiday pay. In no case shall the payment exceed twenty (20) hours pay for an eight (8) hour period.

In lieu of holiday pay, an employee may elect to receive a compensatory day off at time and one-half (1 1/2) the regular hourly rate of pay by notifying the Chief or the Chief's designee in writing at least five (5) days prior to the holiday. If the employee elects a compensatory day off, the employee shall take such day off within thirty (30) days after the holiday, at a time to be scheduled by mutual agreement between the employee and the Chief or the Chief's designee.

If an employee desires off duty status (excused from the regularly scheduled workday) on one of the above-named holidays, it shall be requested at least fourteen (14) calendar days prior to said holiday, and may be granted at the discretion of the Chief of Police.

An employee who is not assigned to the Patrol Division, and who works on any of the above-named holidays, may be assigned to a uniform patrol assignment on said holidays during the employee's regularly scheduled hours for said holiday. Consistent with the operating requirements of the Police Department, said holiday uniform patrol assignments shall be made by the Chief of Police or the Chief's designee.

SECTION 3 Any unanticipated holiday or day of mourning declared by the Mayor that amounts to a full eight hour day off for other employees of the City, other than the Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit in the form of an additional day's (eight (8) hours) pay or eight (8) hours of compensatory time.

For any bargaining unit member to qualify for the eight (8) hours payment or compensatory time, the member must be scheduled to work on the unanticipated holiday or day of mourning, and complete the scheduled shift. The choice of monetary payment or compensatory time is that of the bargaining unit member.

ARTICLE 16 SICK LEAVE

SECTION 1 Sick leave shall be considered to be absence from duty with pay for the following reasons, and will not be considered time worked for overtime purposes as in Article 5, Section 1:

a. Illness or injury, except where directly connected to employment by an employer other than the City of Middletown;

b. When the employee is required to undergo medical, optical or dental treatment,
then only when this service cannot be accomplished on off-duty hours, or off-duty days;

c. When the serious illness of a member of the employee’s immediate family requires personal attendance, provided the personal attendance is supported in writing by a medical authority.

SECTION 2 Each permanent, full-time employee shall be credited with sick leave, with pay, at the rate of one and one-quarter (1 1/4) working day for each completed calendar month of service until the end of the fiscal year. Sick leave earned in any month of service shall be available at any time during any subsequent month.

SECTION 3 Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year, and may be used for the purposes specified herein if and when required. Sick leave shall be granted for absence from duty because of illness, noncompensable bodily injury or disease and exposure to contagious disease.

SECTION 4 Holidays and regular days off shall not be counted in computing sick leave taken.

SECTION 5 When an employee finds it necessary to be absent for any of the reasons specified herein, the employee shall cause the facts to be reported to the appropriate department head one (1) hour before the hour to report for work, as provided in the rules of the department, except where sufficiently extenuating circumstances exist. Sick leave shall not be granted unless such report has been made.

SECTION 6 The City may require sufficient proof for use of sick leave. The City will not normally require a doctor’s certificate for absences of three (3) days or less, except in cases of suspected abuse.

SECTION 7 In cases of extreme emergency involving employees who, through serious or protracted illnesses, have used up all accumulated sick leave, compensatory time off, and vacation leave, then an extension of sick leave beyond the maximum provided for in these rules may be granted by the approving authority, as provided for in the City of Middletown Code of Ordinances 20-30 through 20-30. When further extension of sick leave is required, beyond the powers of the approving authority, the matter shall be referred to the Common Council for its action as necessary.

SECTION 8 Sick leaves shall continue to accumulate during leaves of absence, with pay, or during the time an employee is on authorized sick leave, vacation or workers’ compensation leave.

SECTION 9 No credit for sick leave shall be granted for time worked by an employee in excess of the employee’s normal workweek.

SECTION 10 Sick leave shall not accrue for any month the employee is on leave of absence without pay in the aggregate of more than five (5) working days.

SECTION 11 An employee who retires or terminates employment with the City or retires due to a disability shall be paid fifty percent (50%) of the employee’s accumulated sick leave, excepting, however, that the amount to be paid shall not exceed seventy-five (75) working days. Full payment will be made by the City for any accumulated sick leave at the time of death, in accordance with the limitations contained herein. Payment will be made to the employee’s spouse and children in that order.

SECTION 12 There shall be maintained by the Department, a record for each employee of all sick leave taken and accumulated.

SECTION 13 Sick time shall accrue to each employee, in accordance with the provisions of this Article, when on workers’ compensation, but shall not accrue beyond twelve (12) months.

SECTION 14 Members of the bargaining unit shall have the option to be paid in cash annually for thirty percent (30%) of the sick time earned but not taken in the previous fiscal year after the close of each fiscal year. Said thirty percent (30%) of sick leave for which an employee receives compensation under this subsection will be removed from the employee’s sick time account. If the employee wishes to keep all of the employee’s accumulated sick leave from the previous fiscal year and not receive the monetary option, the full one hundred percent (100%) of unused sick leave shall be added to the employee’s sick leave account.

SECTION 15 A retiring employee may take prior to retirement the fifty percent (50%) of accumulated sick leave not to exceed seventy-five (75) working days in the form of time off with pay rather than additional compensation. When an employee assigned to a 4-2 Patrol schedule decides to utilize this option, the employee’s sick time will be charged based on a 5-2 schedule.

ARTICLE 17

MATERNITY/PATERNITY/ADOPTION/FOSTER LEAVE

SECTION 1 If an employee intends to take off time for the birth, adoption, or foster care of a child, the employee must provide the Chief of Police with prior notice. A notice in writing with the following information must be submitted to the Chief of Police with a copy to the Director of Human Resources:

a. The expected date of delivery or arrival;

b. Anticipated use of sick leave, vacation, personal leave and leave absence without pay; and

c. Anticipated date of leave and date of return to work.

In addition, the Human Resources Division will require a medical certificate on a form prescribed by their office and signed by a licensed physician indicating the employee’s need for a leave under this Article.

SECTION 2 If a pregnant employee gives written notice to the Chief of Police from the employee’s personal...
SECTION 3  An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

SECTION 4  During leave allowed under this Article, employees may, but are not required to use accrued time to cover the leave. Said employees may use accrued sick leave, vacation, personal leave, or any other accrued time for leave under this Article in the order set forth in City ordinance. Said employees may also use accrued vacation, personal time, or sick time to extend periods of childbirth leave.

SECTION 5  If an employee’s personal physician opines that the employee is physically unable to return to work after giving birth, said employee may use accrued sick leave during periods of childbirth leave. Said time shall overlap with Family Medical Leave allotments for the year.

SECTION 6  An employee will be granted upon their request, up to three (3) months unpaid leave to care for their newborn. When taking unpaid leave under this Article, the employee will have to reimburse the City for medical, dental, and life insurance coverage as required under this contract. Medical, dental, and life insurance coverage will continue during any paid leave permitted under this Article on the same basis as during active employment. An employee’s job position will be held for said employee throughout the three (3) month unpaid leave of absence.

SECTION 7  All members shall be entitled to use accrued sick days for the birth of their child.

SECTION 8  Employees will be granted leave under the Family Medical Leave Act ("FMLA") for the placement of a child with the employee for adoption or foster care. Employees may use accrued sick leave, vacation, and personal leave for these purposes.

SECTION 9  Any additional benefits provided for in the revised Personnel Rules for the adoption, fostering, or birth of a child shall supplement this Agreement.

SECTION 10  Leave granted and taken under this Article shall count towards the twelve (12) week statutory entitlement of family medical leave under the FMLA.

ARTICLE 18  PERSONAL LEAVE

SECTION 1  Not more than three (3) consecutive working days of leave with pay will be granted to an employee who has a death in the employee’s immediate family, for the purpose of attending funeral services. Immediate family is defined for the purpose of this section, to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, aunt, uncle and any relative domiciled within the employee’s household.

SECTION 2  In the event the funeral for a member of the immediate family is out of state, an extra day, or as many days of leave with pay as is deemed necessary by mutual agreement, shall be allowed.

SECTION 3  Employees are entitled to four (4) personal leave days. The days can be utilized for any private or personal matter the employee chooses. The days are to be given with pay and cannot be accumulated.

SECTION 4  Employees are to provide their department heads with reasonable notice when they wish to have these personal leave days, and it shall not be required that the employees disclose their reasons for such a request.

SECTION 5  Employees who complete six (6) months of service shall be entitled to one (1) personal leave day and upon completion of one (1) year or more of service shall be entitled to three (3) additional personal leave days.

SECTION 6  When it is necessary to order personnel into work, employees on approved personal leave will be excluded from the inverse seniority list used for such purposes, except in cases of emergency as declared by the Mayor.

ARTICLE 19  DUES AND DIRECT DEPOSIT

SECTION 1  The City agrees to deduct from the pay of all employees covered by this agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. Said dues are subject to upward or downward change exclusively by the Union. When an employee does not have sufficient money after deductions required by law to pay dues, union dues for such deduction periods shall be deducted in the first dues deductions pay period in which the employee has sufficient funds.

SECTION 2  The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Union shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such amounts from the City.

SECTION 3  The deduction for each and any month shall be made during the third payroll week of said month and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practical, but not later than the last day of the same month.

SECTION 4  Union members will receive all paychecks and any other payments owed to them under
this Agreement via direct deposit. All members will be required to fill out the necessary direct deposit authorizations within fifteen (15) days after ratification of this Agreement if not already on file with the Payroll Division of the Finance Department.

ARTICLE 20
HEALTH & DENTAL INSURANCE

SECTION 1 The following health insurance, dental insurance, and prescription coverage shall be made available to members of the bargaining unit, their spouses, and their eligible dependents (to age 25) according to their enrollment based upon the provisions set forth below:

The bargaining unit member shall, at the time of hire and/or during the City's annual open enrollment period (or at other times in the case of a qualifying event for the bargaining unit member), elect to enroll the member and any eligible dependents in a health plan with access to a national provider network that includes the features and copays described in Appendix MEDRX 1 and a dental plan as described in Appendix DEN 1, attached hereto and incorporated herein.

a. A $20 Office Visit Medical Plan, as described in Appendix MEDRX 1, attached hereto and made a part hereof. Co-pays shall be as follows: $20 co-pay per in-network office visit, $100 co-pay for emergency room visits, $100 copay for urgent care, and $250 co-pay for in-network hospital stay. This health plan shall go into effect on or before the sixtieth day following ratification of this contract by the Council.

b. This plan also includes a prescription drug benefit, also described in Appendix MEDRX 1. The prescription drug benefit requires copays for a thirty day supply (at the drug store) or $5 generic, $20 preferred brand, and $35 non-preferred. The following co-pays shall apply for a 90 day supply through mail order: $10 generic, $40 preferred brand, $70 non-preferred. The prescription drug benefit shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, the member will pay the difference in cost between the brand name and the generic unless the member’s doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for the mandatory generic exception from the City’s pharmacy benefit manager (“PBM”). In addition, the “Preferred National” (closed) Formulary, which will be updated annually, will apply.

c. A Dental Plan as described in Appendix DEN 1, attached hereto and made a part hereof.

SECTION 2 The health insurance described above in Section 1 of this Article shall be provided under the following conditions:

a. The health insurance described in Section 1 of this Article (except the prescription drug benefit and dental plan) shall be provided on a fully insured or self-insured basis to the extent practicable based on cost considerations and availability of plan design and benefit levels compared to the plan presently in effect, unless mutually agreed to by both the City and the Union, and the premium for the health and dental insurance coverage shall be paid for by the City, except as otherwise provided for in this Article.

b. Members of the bargaining unit shall pay, by weekly payroll deduction, a Premium Cost Share based upon a percentage of the health and dental insurance premiums charged by the carrier(s) for the coverage of the bargaining unit member and any eligible dependents. This percentage shall be:

During this contract, members who elect health insurance shall pay thirteen percent (13%) of the premium cost share.

c. In the event the benefits referenced in Section 1 of this Article are changed by the insurance company, and said changes are other than minor administrative revisions and updating, or as required by law, the City agrees to negotiate said changes.

SECTION 3 The City may elect to change carriers for any of the benefits specified in this Article, provided that the coverage is at least equivalent to the coverage in effect immediately prior to change. It is understood by both the City and the Union that the term "equivalent" does not mean identical, but rather comparable in terms of the plan design and benefit level. The City agrees to give the Union reasonable notice prior to any change in carriers).

SECTION 4 Bargaining Unit Members who are eligible for compensation and medical care under Section 7-433c of the Connecticut General Statutes shall utilize their group health insurance as outlined in this Article for medical expenses required to be paid under the Statute. The City will pay any medical expenses required to be paid under Section 7-433c of the Connecticut General Statutes that are not covered by the group health insurance plans. The bargaining unit members shall be reimbursed by the City for any medical expenses not otherwise paid by group health benefits which have been exhausted because said bargaining unit member utilized such insurance benefits to pay expenses under Section 7-433c of the Connecticut General Statutes.

SECTION 5

a. The City shall implement and maintain a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a medical spending account which may be utilized by bargaining unit employees in connection with their deductible and co-payment amounts for the plans listed in the Section 1 of this Article and also will be designed to permit exclusion from taxable income of the employees’ share of health insurance premiums under Section 2(b) of this Article for those employees who complete and sign the appropriate wage deduction form.

b. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or
loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan described in Section 5(a).

c. The City and the Union agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the Collective Bargaining Agreement.

SECTION 6 Subject to the limitations and provisions of this Article, the spouse and children of a deceased bargaining unit member or pensioner shall receive the medical insurance coverage to which such spouse or children would have been entitled were such bargaining unit member or pensioner still alive, until such spouse, remarries or such children are no longer eligible for coverage as eligible dependents.

SECTION 7 The City shall provide health insurance coverage for pensioners as set forth below. For all pensioners who are age sixty-five (65) or older, and who are eligible for Medicare, the insurance coverage provided by the City shall be supplemental to Medicare. All premium cost shares, as referenced in paragraphs (b) through (f) below, shall be deducted monthly from the pensioner's pension payment.

a. All pensioners who retire from the City or on or after July 1, 2006, and their enrolled eligible dependents, shall be provided the same insurance coverage as active employees, subject to the same coverage, limitations and co-payments, as the same may be amended from time to time, as that of active employees. Premium cost shares will be as set forth below.

b. For employees who become pensioners on or after September 8, 2008, who did not select Option 1 by January 6, 2009, shall be deemed to have elected Option 2, and such determination shall not be subject to the grievance procedure.

Option 1: The pensioner shall pay the same percentage premium cost share that applied on his or her last day of active employment, for life. Such percentage shall be multiplied by the applicable monthly premium, as such premium may change from time to time. Pensioners subject to Option 1 shall have standard pension benefits as set forth in Article 25, Section 1.

Option 2: The pensioner shall pay a percentage premium cost share based on age at retirement, as hereinafter set forth. Such percentage shall be multiplied by the applicable monthly premium; as such premium may change from time to time. The percentage premium cost share shall be determined as follows:

<table>
<thead>
<tr>
<th>Age at Retirement</th>
<th>Percentage Paid by Pensioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 45</td>
<td>100%</td>
</tr>
<tr>
<td>45-47</td>
<td>75%</td>
</tr>
<tr>
<td>48-49</td>
<td>50%</td>
</tr>
<tr>
<td>50-51</td>
<td>35%</td>
</tr>
<tr>
<td>52 and up</td>
<td>Same % as active, not to exceed 25%</td>
</tr>
</tbody>
</table>

Once determined at retirement, the above percentages shall not change for the life of the pensioner, except for those who retire at age 52 and up, whose percentage shall change with the percentage applicable to active employees, but shall not exceed twenty-five percent (25%).

Pensioners subject to Option 2 will have enhanced pension benefits as set forth in Article 25, Section 2.

c. Employees who are hired on or after January 6, 2009, and who retire thereafter and are eligible for health insurance coverage, shall pay a premium cost share determined in accordance with Option 2, as set forth in paragraph (c) above.

d. Any pensioner who is gainfully employed in a capacity where the pensioner is provided group health insurance benefits that are equivalent (as defined in Section 3 of this Article) to those health insurance benefits provided to the pensioner by the City at the determination by the City's Risk Manager, shall, within thirty (30) days, notify the City that the pensioner no longer needs to be covered by the insurance provided by the City or begin to contribute a premium cost share of twenty-four percent (24%) of the cost of the health insurance premiums charged by carriers) to the City, or such higher percentage as is determined in accordance with Option 1 or Option 2 set forth in paragraph (c) above, whichever may apply to the pensioner in question.

In the event the pensioner ceases to be employed where an equivalent group health insurance is provided, the pensioner shall be reinstated to the same group health insurance program as active employees, pursuant to paragraph (a) of this Section. The City shall be solely responsible for any fees or costs that are assessed for the reinstatement of a pensioner. Should any pensioner fail to notify the City of such equivalent health insurance coverage, as foreseen, the pensioner shall be liable to the City for the difference between what the pensioner paid and twenty-four percent (24%) of the cost of the health insurance premiums charged by carriers) to the City as set forth above, or such higher percentage as is determined in accordance with Option 1 or Option 2 set forth in paragraph (c) above, whichever may apply to the pensioner in question.

e. In the event that medical insurance benefits are discontinued for active employees, any employee who retires on or after July 1, 2006 will continue to receive the medical insurance benefits (coverage, limitations and co-payments) they enjoyed immediately prior to the discontinuance of medical insurance benefits for the bargaining unit, subject to a premium cost share determined in accordance with paragraphs (b), (c), (d) or (e) above, whichever is applicable to the pensioner in question.

SECTION 8 All members hired on or after July 1, 2017, shall pay into the City’s OPEB (Other Post Employment Trust) one percent (1%) of their base pay as of the date of ratification of this Agreement through weekly payroll deductions. This deduction will occur regardless of whether the member has elected to enroll in the City’s health plan as described above. This deduction will end
once the member retires or terminates employment with the City.

**ARTICLE 20A**

**LIFE INSURANCE**

**SECTION 1** The City shall provide each member of the bargaining unit term life insurance coverage in the amount of two (2) times the employee's annual base salary, rounded to the nearest thousand dollars ($1,000), for which the employee shall pay five dollars ($5) per month by payroll deduction.

**SECTION 2** Each bargaining unit member shall also receive term life insurance coverage of five thousand dollars ($5,000.00) on said bargaining unit member's spouse and term life insurance coverage on dependent children according to the following schedule:

<table>
<thead>
<tr>
<th>Age of Dependent Child</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 days-6 months</td>
<td>$300.00</td>
</tr>
<tr>
<td>6 months-2 years</td>
<td>$600.00</td>
</tr>
<tr>
<td>2 years-3 years</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>3 years-19 years*</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

(*23 years if attending school on a full time basis)

**SECTION 3** The City shall provide each pensioner who retires on or after January 1, 2007 a term life insurance policy in the amount of two (2) times the base annual salary the pensioner was paid as an employee immediately prior to his retirement, for which the pensioner shall pay five dollars ($5) per month by deduction from the pensioner's monthly pension payments.

**SECTION 4** Bargaining unit members or pensioners may elect to waive or reinstate the life insurance coverage offered and/or provided within this Article, but only during an open enrollment period (usually during the month of June of each year).

**ARTICLE 21**

**UNIFORMS AND CLOTHING**

**SECTION 1** New members of the Department will be outfitted completely for the first year as determined by the Chief. In the event that the member terminates service within two (2) years of initial appointment, the uniforms will be returned.

**SECTION 1A** Upon appointment, the City shall pay on behalf of any new member of the bargaining unit who does not already own a serviceable ballistic vest, up to six hundred dollars ($600.00) for the purchase of one (1) ballistic vest. In the event that the member terminates service within two (2) years of initial appointment, the ballistic vest shall be returned to the City.

**SECTION 2** Clothing Allowance.

a. Each bargaining unit member shall be granted one thousand two hundred fifty dollars ($1,250) per year for annual clothing allowance to be paid in July of each fiscal year.

b. Should any bargaining unit member resign or retire during a fiscal year, the member shall retain twenty-five percent (25%) of the clothing allowance for each quarter or portion thereof for which the member worked.

c. Bargaining unit members when in uniform will be required to wear a clean, neatly pressed uniform in good repair. Bargaining unit members in an assignment other than the Patrol Division shall maintain a current Patrol Division uniform of the day.

d. Nothing in this Section shall be construed to authorize any bargaining unit member more than one (1) clothing allowance in any fiscal year.

**SECTION 3** The City shall reimburse any employee for loss or damage to clothing and/or personal property suffered while actively engaged in police work, except under circumstances indicating a lack of diligence. Each claim for clothing and/or personal property must be supported with reasonable proof of loss and of the depreciated value of clothing and/or personal property, and shall be subject to provisions pertaining to the proving of such claim. The ceiling on claims pertaining to sunglasses under this clause is limited to seventy five ($75.00) dollars.

**SECTION 4** The City shall reimburse any employee for loss or damage to jewelry suffered while actively engaged in police work, except under circumstances indicating a lack of diligence. Each claim for jewelry must be supported with reasonable proof of loss and of the depreciated value of the jewelry, and shall be subject to provisions pertaining to the proving of such claim, the maximum amount subject to reimbursement under this clause shall be fifty ($50.00) dollars per item.

**SECTION 4A** Prescription glasses worn by members of the Union will be replaced and/or repaired by the City when the glasses are damaged and/or broken while the Union member is actively engaged in police duties and the damage to the prescription glasses is not due to a lack of diligence by the Union member. The City will pay a maximum of five hundred dollars ($500.00) towards the replacement or repair with the understanding that the replacement glasses, if damaged beyond repair, are of the same type and price as the glasses being replaced and, whenever possible, the same frames and/or lenses are used to repair the prescription glasses if the glasses are not damaged beyond repair.

**SECTION 5** In the event of a major change in regulation uniform, the City will outfit the Department under the terms of Section 1 of this Article.
ARTICLE 22
LONGEVITY

SECTION 1 Full-time permanent employees in the classified service shall be eligible for the following stipends:

a. $1400.00 Longevity payment after fifteen (15) years of service;
b. $1700.00 Longevity payment after twenty (20) years of service.

ARTICLE 23
DISCIPLINARY HEARING PRIVILEGES

SECTION 1 The Chief of Police may suspend from duty, members of the department, for a maximum often (10) working days. Prior to the imposition of discipline by the Chief, an employee shall have the right to a pre-disciplinary hearing or Loudermill hearing. If the Chief makes a recommendation greater than a ten (10) working day suspension, the Mayor shall conduct a disciplinary hearing in accordance with this Section ("Article 23 hearing ").

SECTION 2 At least seven (7) days prior to any hearing, the accused member and the Union shall be provided with written notice of the date, time, and location. In addition, the City shall provide a copy of the charges, reasons for the proposed disciplinary action, and all supporting materials upon which the proposed disciplinary action is based.

SECTION 3 All hearings shall be mechanically recorded. If the Chief chooses to conduct a Loudermill hearing, it shall be informal and shall be closed to the public. Witnesses are not allowed, although the Union shall have the right to present documents and testimony from the accused member. In the event that the Mayor chooses to conduct an Article 23 hearing, both the City and the member/Union shall be able to call witnesses and have the right and choice of representation. Witnesses shall be sworn. An Article 23 hearing shall be closed to the public, unless the member requests that it be open.

SECTION 4 In the event that a member requests a representative of the Union to be present at a hearing, the representative may attend without loss of pay.

SECTION 5 Disciplinary action imposed by the Chief of Police may be grieved commencing at Step 2 of Article 10, Section 3. Disciplinary action imposed by the Mayor may be grieved at Step 3.

SECTION 6 If a member is ordered to provide a written report of the employee’s version of the events in connection with a Loudermill or Article 23 hearing, the member may have the assistance of Counsel or the Union in preparing such a report.

SECTION 7 The Chief of Police may place a member on Administrative Leave with pay for up to ten (10) days. If the Chief determines that the need for the leave should be extended, a recommendation shall be made to the Mayor. In the event that the leave is extended, the Union shall have the right to grieve the decision directly to arbitration.

SECTION 8 The City and the Union agree that a Supervisor’s Observation Report ("SOR") shall remain active for one (1) year. After said year, the SOR cannot be used toward progressive discipline or for promotional consideration. It is understood by both parties that SORs may result in an IA and/or discipline. Any resulting IA and/or discipline will remain in the member’s file. All positive SORs will remain active for the member’s tenure with the City. For those SORs that are no longer active, a cover sheet shall be added to the SOR stating that it is no longer active.

ARTICLE 24
EDUCATIONAL INCENTIVES

SECTION 1 Incentive pay is to be paid to members of the bargaining unit who have obtained an Associate’s degree, Bachelor’s degree or Master’s degree from an accredited college or university in any of the following fields of study: (1) Police Science (2) Police Administration (3) Law Enforcement (4) Public Safety (5) Public Administration (6) Criminal Justice (7) Justice & Law Administration (8) Sociology (9) Management (10) Business Administration (11) Psychology (12) Any degree approved by the Chief. The amount of incentive pay to be paid to a bargaining unit member shall be as follows:

a. ASSOCIATES DEGREE: $400.00 per year
b. BACHELORS DEGREE: $800.00 per year
c. MASTERS DEGREE: $1100.00 per year

SECTION 2 For the purposes of this Article an accredited college/university is any authorized by the state where it is located to grant associate, bachelors and masters degrees in fields of study listed in Section 1, and is accredited by the New England Association of Colleges, private schools and secondary schools or its successor organization, or an equivalent association or organization for the area in which the college/university is located.

SECTION 3 Upon successful completion of courses necessary to complete or achieve a degree in any field listed in Section 1, an employee will be reimbursed up to six hundred and fifty dollars ($650.00) per semester for tuition, books, and fees. Evidence of successful completion is defined as a grade of 70 (or its equivalent) or better, and must be supplied to the Department within one (1) month after receipt of grades.

SECTION 4 Employees will be reimbursed up to a maximum of three hundred and fifty dollars ($350.00) per year for the expenses of job related, non-degree connected courses. Such courses must be approved by the Chief in advance.
ARTICLE 25
PENSIONS

SECTION 1. The pension benefits shall be provided for in the "Retirement Plan of the City of Middletown," dated July 3, 2017, as may be amended from time to time, except it is agreed to as follows:

a. Change the requirement for a spouse to receive a survivorship benefit that the spouse must have been married to the deceased member for at least one (1) year from the present three (3) year requirement.

b. All present bargaining unit members shall be eligible to vest their pension contributions after ten (10) years of service and shall be able to receive a pension benefit at age (65), or may elect to have paid to them an amount equal to their contributions, plus regular interest compounded annually, as provided for in Section 5 of the pension plan. But in those cases where a member leaves the employment of the City after twenty (20) years of service or he or she shall be eligible to receive a pension benefit on the earliest date on which he or she could have normally retired had he or she remained in the service of the City, or may elect to have paid to him or her an amount equal to his or her contributions, plus regular interest compounded annually, as provided for in Section 5 of the pension plan.

c. Pension benefits for all employees who retire shall be calculated on the basis of the three (3) highest consecutive years of service.

d. All members of the Union will be afforded an opportunity to retire from the City of Middletown after twenty (20) years of continuous and active service.

e. For pension benefit calculation purposes, all members of the Union who retire will receive a pension calculation rate of two and one-half percent (2.5%).

f. No pension payable to a member on account of being totally and permanently disabled as a police officer shall be authorized unless said disability occurred during the performance of said job-related police duties pertaining to employment with the City, and arose out of and in the course of said employment with the City.

g. No duty disability pension will be payable unless and until the member has first applied for workers compensation and either had the claim accepted by the City, or been awarded compensation by the Workers Compensation Commission, with all administrative and legal appeals exhausted or waived, or reached full and final settlement with the City on the amount of workers compensation to be paid. If the injury forming the basis of the disability claim is not recognized under Connecticut’s workers compensation statute, it will not be payable.

(i) In order to be eligible for a duty disability pension, the member must have at least two impartial medical examinations from medical doctors, one of whom may be the member’s treating physician, provided that the physician is in the City’s network of approved workers compensation physicians. The medical doctors must conclude to a reasonable degree of medical certainty that the member is totally and permanently disabled as a police officer.

(ii) If the first medical examination indicates that the member is disabled, a second medical examination will be selected by the City, with the doctor to be selected by the City. If the first and second medical examinations disagree as to whether the member is totally and permanently disabled as a police officer, a third, and final, impartial medical examination, will be selected by the Workers Compensation Commissioner. If the Workers Compensation Commissioner does not select a third impartial medical examination, then the City will commission one from a list of approved specialists, approved by the Workers Compensation Commission. The determination of disability will be based on the job description for a police officer as utilized by POSTC at the time of the disability.

(iii) Any impartial medical examination must conclude to a reasonable degree of medical certainty that the applicant either is or is not totally and permanently disabled as a police officer. Should an examining doctor fail to so conclude, the City will make a one-time request that the doctor clarify the opinion to provide a firm conclusion in the affirmative or the negative. If no firm conclusion is provided, the report will not be considered to be and will not count as an impartial medical examination.

h. The annual rate of pay received by members who are totally and permanently disabled as a police officer will be sixty-six and two-thirds percent (66 2/3%) of the average annual pay received at the time of retirement, as measured by the date on which the Retirement Board approves the duty disability retirement, or seventy percent (70%) of the average annual pay received during the four (4) consecutive highest years of service, whichever is lower. If the member’s normal retirement provides a higher annual rate of pay, the member may elect a normal retirement.

i. Under no circumstances will the maximum pension for a bargaining unit member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City exceed seventy percent (70%) of the average annual pay received during the four (4) consecutive highest years of service.

j. A member’s request for a duty disability retirement must be made on a form to be provided by the City. The form will require certification from the Office of the General Counsel that the workers compensation process has concluded pursuant to subsection (g). The form will also require notarized certification from the applicant that he or she has a good faith belief that he or she is totally and permanently disabled as a police officer. Once completed, the form and application will be submitted to the City’s Retirement Board, whose decision shall be final. The Board may consider only the two impartial medical examinations (if they are in agreement) or the three impartial medical examinations (if the first two are in disagreement) set forth in subsection (g), and may not consider any other medical examinations. The City and the member will submit any and all relevant evidence to the impartial medical examiners and Board for consideration, which may include, but is not limited to, internal affairs, surveillance, and personnel materials. If there is a disagreement about relevance, the Union and the City will submit the disagreement within 10 days to binding arbitration through AAA or to a mutually agreed upon
ARB. 3.3.2(a) Establishing a temporary assignment

The Topeka Police Department establishes a temporary assignment program in accordance with the terms of the Master Agreement in order to accommodate members who have sustained work-related injuries. The program is designed to provide temporary assignments that allow members to perform duties consistent with their abilities and restrictions. The program is intended to ensure that members who have sustained work-related injuries are provided with appropriate accommodations and support while they are on light duty and are transitioning back to full duty.

Effective Date:

The program is effective as of [Date], and will be reviewed and updated periodically as necessary.

Eligibility:

Eligibility for the program is limited to members who have sustained a work-related injury and are in need of temporary assignment accommodations. Members must meet the following criteria:

a. The injury must be work-related and result in the member being unable to perform their regular duties.

b. The injury must have been sustained within the previous 12 months.

c. The injury must have been confirmed by a licensed medical provider.

Temporary Assignments:

Temporary assignments are provided to members in a manner that is consistent with their abilities and restrictions. Members may be assigned to different duties or positions as needed. The following considerations are taken into account when assigning temporary duties:

a. The temporary assignment shall be consistent with the member's abilities and restrictions.

b. The temporary assignment shall be reasonable and consistent with the member's job description.

c. The temporary assignment shall be safe and consistent with the member's potential for injury.

Evaluation:

The effectiveness of the temporary assignment program is evaluated on a regular basis. Evaluation criteria include:

a. Compliance with the terms of the Master Agreement.

b. Consistency with the member's abilities and restrictions.

c. Consistency with the member's job description.

d. Consistency with the member's potential for injury.

Conclusion:

The Topeka Police Department is committed to providing temporary assignment accommodations to members who have sustained work-related injuries. The program is designed to ensure that members are provided with appropriate accommodations and support while they are on light duty and are transitioning back to full duty. The program will be reviewed and updated periodically as necessary to ensure that it remains effective and consistent with the terms of the Master Agreement.

For questions or concerns regarding the temporary assignment program, please contact [Contact Name] at [Contact Information].
the sworn employee by a licensed physician as determined by the Chief of Police or the Chief's designee for the purpose of clarifying said sworn employee's eligibility for a light duty assignment.

SECTION 6 Sworn members will not be required to perform the duties of other City bargaining units while assigned to light duty within the Police Department.

SECTION 7 For non-work related injuries, employees shall be encouraged to utilize their accumulated sick time but are not required to use such time if they enter the light duty program and report to work under such program.

SECTION 8 The Chief of Police or the Chief's designee may, at their discretion, extend a sworn employee's light duty assignment for up to an additional six (6) months by utilizing the aforementioned procedure. However, this additional six (6) months is a maximum and in no case shall a sworn employee remain in transitional light duty for more than one (1) year for the same conditions(s) which originally made the sworn employee eligible for transitional light duty work.

SECTION 9 Once a light duty assignment has been identified for a sworn employee requesting light duty, the Chief of Police, or the Chief's designee in the Professional Standards and Training unit in the Police Department, will provide the sworn employee with the name of the division commander to whom the employee is to report for the light duty assignment and the date, time and location of said assignment.

SECTION 10 The Chief of Police or the Chief's designee in the Professional Standards and Training unit in the Police Department, will provide the designated division commander with the name of the sworn employee expected to be reporting for light duty, the date, time and location that the sworn employee has been instructed to report, and any work restrictions placed upon the sworn employee by the certifying treating physician.

SECTION 11 The total number of sworn employees that may participate in the transitional light duty work program shall not exceed five (5%) percent of the total sworn positions authorized for the Police Department at the time the request for light duty is made. However, the Chief of Police shall have the prerogative to grant exceptions to that five (5%) percent cap on a non-precedent setting basis.

SECTION 12 Sworn employees with work-related injuries and illnesses shall have first priority in assignment to light duty over sworn employees assigned to light duty as a result of a non-work related injuries and illnesses. The Chief of Police or the Chief's designee in the Professional Standards and Training unit of the Police Department may remove a sworn employee assigned to light duty for a non-work related injury or illness in order to vacate a light duty slot to assign another sworn employee to light duty that has been approved as a result of a work-related injury or illness. When determining the bumping and/or reassignment of non-work related employees, the last person assigned with a non-work related light duty assignment will be the first person removed or reassigned from the program.

SECTION 13 Sworn employees participating in the transitional light duty program shall not be allowed to wear the uniform of a sworn member, unless approved by the Chief of Police, and shall not perform the full duties of a sworn member of the Police Department. Sworn employees assigned to light duty shall wear attire as specified by the division commander supervising the light duty assignment. The Chief of Police may approve the wearing of the Department uniform by a sworn member assigned to light duty for special occasions or functions.

SECTION 14 The Police Department will provide the sworn member with the proper equipment in order to perform the member's duties while on the transitional light duty program.

SECTION 15 No transitional light duty work program assignment will become a permanent job or assignment. Should a sworn employee's injury result in the sworn employee's permanent inability to perform one or more of the essential duties of his or her job, the sworn employee will no longer be eligible for participation in the transitional light duty work program. Upon determination that the employee can no longer participate in transitional light duty work program for these reasons, the Chief of Police or his or her designee, or the Risk Manager, whoever becomes aware of this information first, shall transfer the matter to the Human Resources Division for next steps.

SECTION 16 For non-work related injuries, at the request of the Chief of Police or the Chief's designee in the Professional Standards and Training unit in the Police Department, the sworn employee shall furnish the Department with periodic updates from the employee's medical provider or treating physician regarding the employee's medical status and the continued need for light duty. The certificate should define diagnosis, prognosis, the employee's medical restrictions and any significant changes thereto, and those specific essential duties that cannot be performed due to the injury or illness. Alternatively, the sworn employee may be subject to an examination by a licensed physician determined by the Chief of Police or the Chief's designee in the Professional Standards and Training unit in the Police Department, for this purpose.

SECTION 17 Sworn employees assigned to light duty will not be eligible for any rotation overtime or private duty that the sworn employee might otherwise be eligible for under the provisions of this Collective Bargaining Agreement. In cases of emergency, as declared by the Mayor of the City of Middletown, sworn employees assigned to light duty may, at the discretion of the Chief of Police or the Chief's designee in the Professional Standards and Training unit within the Police Department, be required to be ordered into work in accordance with the provisions of this Collective Bargaining Agreement. In these emergency situations, sworn employees assigned to light duty may be assigned light duty assignments consistent with the operating needs of the Police Department as determined by the Chief of Police.

SECTION 18 At the conclusion of the employee's transitional light duty assignment, the sworn employee shall be required to furnish to the Chief of Police or the Chief's designee a written release from the employee's treating physician, attesting to the sworn employee's physical ability to perform all of the essential functions of the position in order to return to full duties as a sworn member of the Police Department.

ARTICLE 27
MISCELLANEOUS PROVISIONS

SECTION 1 No employee shall be required to perform any function normally done by another City department,
agency or private concern, unless performance is required during a period of emergency as declared by the Mayor to protect the health, welfare and protection of the citizens of the City of Middletown.

SECTION 2 The Police Department will continue to furnish such equipment as it has customarily furnished in the past, and wherever possible, furnish additional equipment that will promote the safety and welfare of its employees, and aid in the efficient performance of their duties.

SECTION 3 If any portion of this contract is declared to be illegal or void, then all of the other provisions of this Agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this Agreement herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 4 The City encourages employees enrolled in accredited colleges to complete their course of studies, but their undergraduate schedules shall yield to the operating requirements of the Middletown Police Department.

SECTION 5 The Police Chief, the Deputy, or any police officer, when a situation exists creating a health or safety hazard to the police building or its occupants, may request assistance, provided no janitorial personnel are present, from any employee in the maintenance of a clean, orderly, and well-kept Police Department building.

SECTION 6 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore, unless said practice has been superseded by a provision of this Agreement.

SECTION 7 The City shall protect and save harmless any such municipal employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against such employee by reason of alleged negligence, infringement of any person's civil rights, malicious, wanton or willful act or ultra vires act, on the part of such employee while acting in the discharge of the employee’s duties. In the event such employee has a judgment entered against the employee for a malicious, wanton, or willful act in a court of law, the City shall be reimbursed by such employee for expenses it incurred in providing such defense and shall not be held liable to such employee for any financial loss or expense resulting from such act.

Whenever in any prosecution of an officer of the Middletown Police Department for a crime allegedly committed by such officer in the course of the officer’s duties as such, the charge is dismissed or the officer found not guilty, such officer shall be indemnified by the City, for economic loss sustained by him/her as a result of such prosecution, including the payment of any legal fees necessarily incurred.

SECTION 8 The City shall give to each employee and to each new employee, when he is hired, a copy of this contract, an identification card and a copy of the rules and regulations of the Department.

SECTION 9 Personnel files of the bargaining unit shall be maintained in the City’s Human Resources Division. All employees shall have the right to review their personnel files upon reasonable request to the Director of Human Resources and at such time that the request will not interfere with the orderly operation of the Division. Employees shall receive a copy of all communications sent by the Police Department for entry into the official Personnel Files. Any communication that is in the nature of a complaint, charge or allegation, for which the department elects to take no official action, shall not be entered into official Personnel Files.

SECTION 10 The Union may appoint no more than one (1) member to represent another Union member at a scheduled Workers’ Compensation Hearing. Such member shall be granted time off with pay to attend such functions, provided that paid time off shall not exceed one (1) hour for each informal hearing or two (2) hours for each formal hearing. Notice of intent to attend each hearing shall be given to the Chief of Police or the Chief’s designated representative at least five (5) days prior to the hearing, in order that the scheduling of personnel may be facilitated. On the day of the hearing, the appointed member may be relieved of normal duties to attend the hearing, no sooner than thirty (30) minutes prior to the scheduled hearing time.

SECTION 11 The City will grant all bargaining unit members with active-duty military service experience the equivalent of one (1) year of service time as credit for active-duty military service, for pension calculation purposes upon their retirement. Active-duty means full-time service in the Army, Navy, Air Force, Marines, or Coast Guard, or if service in the Reserves or National Guard, active duty deployment to a war zone. It does not mean service in the Reserves or the National Guard if the member was never deployed to a war zone. Both parties agree that the credited time may be used to vest the pension benefit.

The parties agree that in addition to anyone who may qualify under the policy set forth above, the following officer shall receive one (1) year of service time as credit for military service: Robert Sevigny.

SECTION 12 While in the service of the City, the City shall provide reimbursement to K9 handlers for normal and reasonable veterinary expenses, and all costs relating to any injuries to said K9. In addition, the City will provide or reimburse each K9 handler for the cost of food and/or dietary supplements for said K9, provided that bills and receipts are submitted for approval, and provided that the cost for each dog does not exceed one thousand five hundred dollars ($1500) per year.

SECTION 13 The commanders or acting commanders of the following units within the Middletown Police Department, as well as all K-9 Handlers, shall be authorized to have take-home vehicles:

- Investigative Services
- Patrol
- Administrative
- Professional Standards

This provision shall only apply while the bargaining unit member is in full status capacity. The Chief of Police shall have the authority, after providing notice to the Union, to temporarily assign a take-home vehicle to any member of the Union when special training, an ongoing special investigation, special assignment and/or sensitive
investigation requires immediate response or special travel arrangements.

SECTION 14 It is recognized that the primary purpose of the GPS System is for officer safety, and the efficient deployment of officers. Any other requests for information from the GPS System shall be referred to the Chief of Police.

SECTION 15 The terms of the Settlement Agreement for MPP-27384, which was signed on September 21, 2009, the terms of the Settlement Agreement for Grievance 2009-A-0109, which was signed on May 12, 2010, and the terms of the Settlement Agreement for Grievance 2020-A-0171, dated October 22, 2019, are incorporated by reference herein. The City and the Union agree that all other prior memoranda, settlement agreements, and/or letters of understanding not specifically incorporated into this Agreement are null and void. In the future, any negotiated memoranda, settlement agreements, and/or letters of understanding will be incorporated into the contract unless the City and the Union agree otherwise.

SECTION 16 All members of the Executive Board will be listed on the roster of the Mayor’s Safety Committee and one such member shall attend all Mayor’s Safety Committee meetings. The attendee will be paid his or her regular hourly wage for attending meetings or participating in Safety Committee activities unless the City is required to pay overtime pursuant to state or federal law.

ARTICLE 28
UNION SECURITY - AGENCY SHOP

SECTION 1 All employees in the bargaining unit may join the Union on the sixtieth (60th) day following their initial date of hire. All employees wishing to join the Union shall sign payroll deduction cards authorizing the deduction of dues or fees no later than the sixtieth (60th) day following their hire date. The Union shall provide all signed payroll deduction cards to the City’s payroll and HR offices upon receipt.

SECTION 2 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of or by reason of any action taken or not taken by the City in reliance upon the check-off and Union security provisions of this Agreement or on the correctness of any dues deduction or agency fee authorization furnished by the Union to the City. The City shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings. The City shall undertake such defense and all costs thereof shall be charged to the Union.

ARTICLE 29
UNION BUSINESS LEAVE

SECTION 1 The City will allow up to three people to attend negotiation sessions without loss of pay to the extent that the negotiations occur during those members’ normal hours of work. In addition, the City will allow one other person to switch his or her shift to days so that the member may attend negotiations while on shift. The City will not pay any negotiating member overtime for his or her participation in a negotiation session unless required to do so by law.

SECTION 2 Duly accredited delegates and elected officials of the Union shall be granted time off without pay loss to attend Union functions not to exceed, in the aggregate, eighteen (18) days per fiscal year.

SECTION 3 The Union shall furnish to the Chief of Police and the Director of Human Resources a list of the delegates and elected officials attending the Union function and provide the dates and locations of said conventions or conferences. This notification shall be done if possible at least two (2) weeks prior to the scheduled event so that appropriate coverage and scheduling issues can be addressed.

SECTION 4 The President, Vice-President, Secretary, and Treasurer shall be allowed time off with pay to attend local union monthly meetings when such meetings are scheduled while they are on duty.

SECTION 5 The President, or a member of the Union Executive Board and a grievant(s) shall be granted leave from duty with full pay for all meetings between the City and the Union, including hearings with the State Board of Mediation and Arbitration, for the purpose of processing grievances, when such meetings take place at times during which such members are scheduled to be on duty. But, in no case, will more than two (2) Union Representatives be allowed time off with pay at any given time.

ARTICLE 30
DURATION

SECTION 1 This Agreement shall remain in full force and effect for a period of three (3) years, from July 1, 2022 through June 30, 2025, and from year to year thereafter until a successor agreement is reached. Notwithstanding the preceding sentence, no provision of this Agreement shall be applied retroactively prior to the date it is ratified by both parties or otherwise becomes effective by operation of law, unless specifically provided herein.

SECTION 2 Negotiations for the execution of a contract for the year 2025 shall commence sometime after January 1, 2025 and continue thereafter at such times and places as may be agreed upon by the parties.

ARTICLE 31
PERFORMANCE EVALUATION SYSTEM

SECTION 1 Objectives of the Performance Evaluation System

The performance evaluation system provides a standard format which is used by a supervisor to assess the conduct of and work performed by an employee for the employee’s record. The intention of a performance evaluation system is to develop standards of performance that can be used in the following situations:

A. Employee Counselling
B. Evaluation of probationary employees through the present established Middletown Police Department Field Training Officer Training Program.

C. Measurement of individual performance.

D. Identify needs for training.

E. Provide background needed in order to devise methods for improving employee performance.

F. Initiate and maintain a flow of valuable communication between employees and supervisors.

G. Provide information used in developing employees for higher level and more responsible positions.

SECTION 2 Performance Evaluation System

Performance evaluations shall be conducted as set forth in General Order, Chapter 35

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to affix their signatures this _____ day of ________________________, 2022.

CITY OF MIDDLETOWN
By
Benjamin Florsheim, Its Mayor
Witness
Witness

POLICE LOCAL #1361 OF
AFSCME Council 4
By
, Its President
Witness
Witness
## APPENDIX – A

**Police Salary Schedule**

(7/01/22 – 6/30/25)

<table>
<thead>
<tr>
<th>Police Officer</th>
<th>Basic</th>
<th>8 months</th>
<th>1 year</th>
<th>2 years</th>
<th>3 years</th>
<th>4 years</th>
<th>5 years</th>
<th>6 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Police</td>
<td>78,739</td>
<td>73,924</td>
<td>78,423</td>
<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
<tr>
<td></td>
<td>CPI</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Captain</td>
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<td>73,924</td>
<td>78,423</td>
<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
<tr>
<td></td>
<td>CPI</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Lieutenant</td>
<td>78,739</td>
<td>73,924</td>
<td>78,423</td>
<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
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<td></td>
<td>CPI</td>
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<td></td>
</tr>
<tr>
<td>Captain</td>
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<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
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<td></td>
<td>CPI</td>
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</tr>
<tr>
<td>Lieutenant</td>
<td>78,739</td>
<td>73,924</td>
<td>78,423</td>
<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
<tr>
<td></td>
<td>CPI</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sergeant</td>
<td>78,739</td>
<td>73,924</td>
<td>78,423</td>
<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
<tr>
<td></td>
<td>CPI</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporal</td>
<td>78,739</td>
<td>73,924</td>
<td>78,423</td>
<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
<tr>
<td></td>
<td>CPI</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probationary</td>
<td>78,739</td>
<td>73,924</td>
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<td>82,052</td>
<td>85,718</td>
<td>90,470</td>
<td>95,267</td>
<td>100,074</td>
</tr>
<tr>
<td></td>
<td>CPI</td>
<td></td>
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</tr>
</tbody>
</table>

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*Note: CPI represents the Consumer Price Index.*
### APPENDIX – B

**MED RX 1**

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at www.hmo.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary of https://www.benefits.about.com/library/weekly/Iss180618a.htm or call 1-800-GIPA (9472) to request a copy.

#### Important Questions | Answers | Why This Matters
--- | --- | ---
What is the overall deductible? | For in-network providers: $0/individual or $0/family For out-of-network providers: $40/individual or $800/family | Generally, you must pay all of the costs from providers up to the deductible amount before the plan pays. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.

Are there services covered before you meet your deductible? | Yes. Emergency Care. | You will have to meet the deductible before the plan pays for any services.

Are there other deductibles for specific services? | No. | You don't have to meet deductibles for specific services.

What is the out-of-pocket limit for this plan? | For in-network providers: $3,356/individual or $12,770/family For out-of-network providers: $1,800/individual or $3,000/family Combined medical/benefits and pharmacy out-of-pocket limit | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.

What is not included in the out-of-pocket limit? | Penalties for failure to obtain pre-authorization for services, premiums, balances billing charges, and health care the plan doesn't cover. | Even though you pay these expenses, they don't count toward the out-of-pocket limit.

Will you pay less if you use a network provider? | Yes. See www.chooz.com or call 1-800-GIPA (9472) for a list of network providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charges and what your plan pays. Balance billing. Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

#### Important Questions | Answers | Why This Matters
--- | --- | ---
Do you need a referal to see a specialist? | No. | You can see the specialist you choose without a referral.

#### All copayments and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>What You Will Pay</th>
<th>Limitations, Exceptions, &amp; Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
<td></td>
</tr>
</tbody>
</table>
| Primary care visit to treat an injury or illness | $20 copay/visit, except no change for office surgery | $20 copay/visit, except no change for office surgery | 20% coinsurance 20% coinsurance None
| Specialty visit | $20 copay/visit, except no change for office surgery | $20 copay/visit, except no change for office surgery | 20% coinsurance 20% coinsurance None
| Preventive care/immunizations | No charge/visit No charge/immunizations No charge/immunization | 20% coinsurance/visit 20% coinsurance/immunization No charge/immunization** **Deductible does not apply | None None None None
| If you visit a health care provider's office or clinic | | | |
|Diagnostic test (x-ray, blood work) | No charge | 20% coinsurance | None
| Imaging (CT/PET scans, MRI) | No charge | 20% coinsurance | None

**| **Deductible does not apply means the deductible has been met.**
<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>What You Will Pay</th>
<th>Limitations, Exceptions, &amp; Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Generic drugs (Tier 1)</td>
<td>$0 retail/$10 mail order</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Preferred brand drugs (Tier 2)</td>
<td>$20 retail/$40 mail order</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Non-preferred brand drugs (Tier 3)</td>
<td>$35 retail/$70 mail order</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Specialty drugs (Tier 4)</td>
<td>Same as above</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Facility fee (e.g., emergency, surgery center)</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room stay</td>
<td>$100 copay/visit</td>
<td>Per visit, copay is waived if admitted</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td></td>
<td>Urgent care</td>
<td>$30 copay/visit</td>
<td>20% coinsurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>What You Will Pay</th>
<th>Limitations, Exceptions, &amp; Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>$250 copay/admission</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>If you need mental health, behavioral health, or substance abuse services</td>
<td>Outpatient services</td>
<td>$10 copay/office visit</td>
<td>20% coinsurance/office visit</td>
</tr>
<tr>
<td></td>
<td>Inpatient services</td>
<td>$250 copay/admission</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Office visits</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Childbirth/professional services</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Childbirth emergency facility services</td>
<td>$250 copay/admission, no charge for newborn hospital expenses</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>---------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Home healthcare</td>
<td>No charge</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Rehabilitation</td>
<td>$20 copay/PCP visit</td>
<td>20% coinsurance/PCP visit</td>
<td>20% coinsurance/PCP visit</td>
</tr>
<tr>
<td></td>
<td>$20 copay/Specialist</td>
<td>20% coinsurance/Specialist visit</td>
<td>20% coinsurance/Specialist visit</td>
</tr>
<tr>
<td></td>
<td>visit</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Habilitation services</td>
<td>$20 copay/PCP visit</td>
<td>20% coinsurance/PCP visit</td>
<td>20% coinsurance/PCP visit</td>
</tr>
<tr>
<td></td>
<td>$20 copay/Specialist</td>
<td>20% coinsurance/Specialist visit</td>
<td>20% coinsurance/Specialist visit</td>
</tr>
<tr>
<td></td>
<td>visit</td>
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<tr>
<td>Skilled nursing care</td>
<td>No charge</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>No charge</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Hospitals services</td>
<td>No charge/inpatient services</td>
<td>20% coinsurance/inpatient services</td>
<td>20% coinsurance/inpatient services</td>
</tr>
<tr>
<td></td>
<td>No charge/outpatient services</td>
<td>20% coinsurance/outpatient services</td>
<td>20% coinsurance/outpatient services</td>
</tr>
</tbody>
</table>

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover:** (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic surgery
- Dental care (Adult)
- Dental care (Children)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Weight loss programs

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture
- Biologic Surgery
- Chiropractic care (combined with Rehabilitation Services)
- Hearing aids (2 devices per 24 months)
- Infrility treatment
- Routine foot care
- Routine Eye care (adult) one exam every 12-months
- Routine care
- Routine medical equipment
- Routine medical services
<table>
<thead>
<tr>
<th>About these Coverage Examples:</th>
<th></th>
</tr>
</thead>
</table>

**This is not a cost estimator.** Treatments shown are just examples of how the plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments, and coinsurance) and exclusions under the plan. Use this information to compare the portion of costs you might pay different health plans. Please note these coverage examples are based on authority coverage.**

### Example: **Peg is Having a Baby**
- **Peg's in-network pre-natal care and a hospital delivery.**

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>$200</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Pregancy/Maternity FEE:** $2200

### Example: **Managing Joe's type 2 Diabetes**
- **A year of insulin in network care of a well-controlled condition.**

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>$200</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Example Cost:** $2500

### Example: **Mia's Simple Fracture**
- **A network emergency room visit and follow-up care.**

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>$1200</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Example Cost:** $2200

---

**The plan would be responsible for the other costs of these EXAMPLE covered services.**

**Plan:** G20 Copley Plan B<br>**Plan Year:** 2020<br>**Plan ID:** 10522880
Cigna complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of sex, color, national origin, age, disability, or sex.

Cigna:
- Provides free and bilingual services to people with disabilities to communicate effectively with, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
- Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to ACAGrievances@cigna.com or by writing to the following address:

Cigna
Non-discrimination Complaint Coordinator
PO Box 188041
Chattanooga, TN 37422

If you need assistance filling out a written grievance, please call the number on the back of your ID card or send an email to ACAGrievances@cigna.com. You can file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 5055, HFI Building
Washington, DC 20201

1-800-368-0085 (TTY 1-800-535-7557 (TDD))


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Portuguese: ATENÇÃO: Tem as seus dispor serviços de assisência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontrava no verso do seu cartão de identificação, caso contrário, ligue para 1-800-244-6224 (ATÉ: composse o número 711).

Italiano: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1-800-244-6224 (TTY: 1-877-711).

Proficiency of Language Assistance Services


Russian – РУССКИЙ: Можете получить бесплатные услуги переводчика. Если вы уже участвуете в программе Cigna, позвоните по номеру, указанному на обратной стороне вашей медицинской карты участника плана. Если вы являетесь участником плана: 1-800-244-6224 (TTY: 1-877-711). Persian (Farsi) – می‌توانید اطلاعات رسانی‌های انگلیسی را در زبان فارسی دریافت کنید. برای کسب اطلاعات، شماره 1-800-244-6224 (TTY: 1-877-711) را تماس بپذیرید.

German – Beachtung: Die Leistungen des Sprachdienstleisters stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtig Kunde von Cigna sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Anrufen können Sie 1-800-244-6224 (TTY: 1-877-711).
# Cigna Dental Benefit Summary

City of Middletown – DPO1 Plan Renewal Date: 07/01/2022

Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under the plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. Your DPO1 plan allows you to see any dentist and has a $10 network deductible to minimize your out-of-pocket expenses.

## Cigna Dental PPO

### Network Options

<table>
<thead>
<tr>
<th>Den 1</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Benefit</th>
<th>In-Network: Total Cigna DPO1 Network</th>
<th>Non-Network: Selected Network Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits Levels</td>
<td>Based on Contracted Fees</td>
<td>Based on Billed Charge</td>
</tr>
<tr>
<td>Calendar Year Benefit Maximum</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Calendar Year Deductible</td>
<td>$20</td>
<td>$9</td>
</tr>
<tr>
<td>Plan Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Benefit Highlights

<table>
<thead>
<tr>
<th>Class I: Diagnostic &amp; Preventive</th>
<th>Plan Pays</th>
<th>Year Pays</th>
<th>Plan Pays</th>
<th>Year Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral Examination</td>
<td>10%</td>
<td>20%</td>
<td>10%</td>
<td>50%</td>
</tr>
<tr>
<td>Fluride Treatment</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
<tr>
<td>X-rays, X-rays, Film, X-rays</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Class II: Basic Restorative

<table>
<thead>
<tr>
<th>Class I: Restorative</th>
<th>Plan Pays</th>
<th>Year Pays</th>
<th>Plan Pays</th>
<th>Year Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restorative filling</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
<tr>
<td>Extractions: minor and major</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Class III: Major Restorative

<table>
<thead>
<tr>
<th>Class III: Major Restorative</th>
<th>Plan Pays</th>
<th>Year Pays</th>
<th>Plan Pays</th>
<th>Year Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inlays and Onlays</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
<tr>
<td>Crown: porcelain laminated metal cast</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
<tr>
<td>Crown: porcelain ceramic cast porcelain bridge</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Class IV: Orthodontic

<table>
<thead>
<tr>
<th>Class IV: Orthodontic</th>
<th>Plan Pays</th>
<th>Year Pays</th>
<th>Plan Pays</th>
<th>Year Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage for dependent children 19 to age 19 Benefit Maximum: $200</td>
<td>20%</td>
<td>50%</td>
<td>10%</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Benefit Plan Provisions:

<table>
<thead>
<tr>
<th>Plan Language</th>
<th>In-Network Reimbursement</th>
<th>Non-Network Reimbursement</th>
<th>Cross-Smna Coverage</th>
<th>Calendar Year Deductible Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network Reimbursement</td>
<td>For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to its Fee Schedule or Discount Schedule.</td>
<td>For services provided by a non-network dentist, Cigna Dental will reimburse according to its Fee Schedule.</td>
<td>For services provided by a non-network dentist, Cigna Dental will reimburse according to its Fee Schedule.</td>
<td>The plan will only pay for services rendered up to the year’s Benefit Maximum, when applicable. Benefit-specific maximums may also apply.</td>
</tr>
</tbody>
</table>

### Covered Benefits

<table>
<thead>
<tr>
<th>Den 1</th>
<th>Covered Benefits</th>
<th>Maximum Benefits</th>
<th>Maximum Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Coverage for dependent children 19 to age 19</td>
<td>Benefit Maximum: $200</td>
<td>Benefit Maximum: $200</td>
</tr>
</tbody>
</table>
**Calculation Year Deductible**

The amount the member must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.

**Pretreatment Review**

Pretreatment reviews available as a voluntary basis when dental work in excess of $300 is proposed.

**Alternate Benefit Provision**

When necessary, an alternate benefit service is provided outside the treatment based on common standards. Cigna will determine the alternate benefit service on which payment will be based and this expectation that will be included in the Benefit Enrollment. Alternate benefit provision does not apply to cosmetic and fillings.

**Oral Health Integration Program**

The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with cosmetic dental conditions. There is an additional charge to treat patients in the program. Those who qualify can receive reimbursement for the costs of cosmetic dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductibles but will be applied to the plan annual maximum.

For more information on how to enroll in the program and a complete list of terms and eligible conditions, go to [www.myCigna.com](http://www.myCigna.com) or call customer service 24/7 at 1-800-Cigna-4.

**Timely Filing**

Out of network claims submitted to Cigna after 95 days from date of service will not be paid.

**Benefit Limitations:**

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral Exam, Exams</td>
<td>4 per calendar year</td>
</tr>
<tr>
<td>X-rays (root tips)</td>
<td>3 per calendar year</td>
</tr>
<tr>
<td>X-rays (non-root tips)</td>
<td>5 per calendar year</td>
</tr>
<tr>
<td>Diagnostic Cats</td>
<td>Periapical only in conjunction with orthodontic workup</td>
</tr>
<tr>
<td>Cleanings</td>
<td>4 per calendar year, including professional manual and electric procedures following active therapy</td>
</tr>
<tr>
<td>Fillings (inlays)</td>
<td>Periapical only in conjunction with orthodontic workup</td>
</tr>
<tr>
<td>Sealants (preventive)</td>
<td>2 per calendar year for children under age 19</td>
</tr>
<tr>
<td>Spaces Maintained</td>
<td>Limited to orthodontic treatment for children under age 19</td>
</tr>
<tr>
<td>Inlays, Crowns, Bridges, Dentures, and Partials</td>
<td>Replacement every 6 months if removable and can be repaired. Benefits are based on the amount payable for non-premium metals. No deduction when white or colored material on crown or bridge.</td>
</tr>
<tr>
<td>Denture and Bridge Implants</td>
<td>Covered if more than 6 months after installation</td>
</tr>
<tr>
<td>Crown or Bridge</td>
<td>Covered if more than 6 months after installation</td>
</tr>
</tbody>
</table>

**Benefit Exclusions:**

- Procedures and services not included in the list of covered treatment services;
- Diagnostic or preventive imaging;
- Preventive Services not included in the list of covered treatment services;
- Restorative services of porcelain, ceramic, resin, acrylic materials on crowns or inlays or onlays or inlays or onlays on lower first, second, and third molars;
- Periodontic: bite registration bite splinting;
- Periodontic: bite registration bite splinting;
- Periodontic: bite registration bite splinting;
- Periodontic: bite registration bite splinting;
- Periodontic: bite registration bite splinting;
- Periodontic: bite registration bite splinting;
- Periodontic: bite registration bite splinting;
- Athletic mouth guards;
- Services performed primarily for esthetic reasons;
- Personalization, or decoration of any dental device or dental work;
- Replacement of appliance or benefit guidelines;
- Services that are deemed to be medical in nature;
- Services not approved by a registered dentist;
- Charges in excess of the billed charge.

This document provides a summary only. It is not a contract. If there are any differences between the summary and the official plan documents, the terms of the official plan documents will prevail.

Any changes, additions, or deletions may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a qualified representative.

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CIGNA DENTAL CARE - D1020
ECONOMICAL, EASY-TO-USE DENTAL COVERAGE

Under your plan, you have coverage for hundreds of dental procedures. This overview shows you a small sampling of covered services and what your plan pays.

Review your plan materials to understand how your plan works. For questions on the plan before enrollment, call 1.800.Cigna24 (1.800.244.6224) and select the "Enrollment Information" prompt.

Regular dental visits may do more than brighten your smile. Receiving regular dental care often catches minor problems before they become major and more expensive to treat: And there's an association between gum disease and other conditions, such as preterm birth, heart disease, stroke, diabetes and other health issues. So taking good care of your teeth and gums may help you live a healthier life.

Get the most value from your plan: Take advantage of your plan's preventive care services - certain services may be covered at 100% (see below for details). Your plan also covers many other dental services that can help you achieve and maintain a healthy mouth.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar Year Maximum (Class I, II, III, IV, V and VI Excesses)</td>
<td>No Dollar Maximum</td>
<td></td>
</tr>
<tr>
<td>Annual Deductible</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Reimbursement Levels</td>
<td>Reduced Benefit Coverage Fee</td>
<td></td>
</tr>
<tr>
<td>Plan Pays</td>
<td>Plan Pays</td>
<td></td>
</tr>
<tr>
<td>Class I - Preventive</td>
<td>Cleanings, Root Canal, Cleaning, Full Mouth X-rays, Fluoride X-rays, Dental X-rays, Dental Applications, Sedation, Same Day Treatment, Emergency Care, Reline, Retainer,.Local Anesthetics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Class II - Basic Restorative</td>
<td>Fillings, Root Canal Therapy/Endodontics - all except Molar Root Canal, Periodontal Scaling and Root Planning, Root/Fourth Molar Extractions, and Restorations, Oral Surgery - Simple Extractions, Bruxism and Hygiene, Certain Restoration - all restorations, Orthodontic services, General Anesthesia</td>
<td></td>
</tr>
<tr>
<td></td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>Class IV - Orthodontics</td>
<td></td>
<td>50%</td>
</tr>
<tr>
<td>Orthodontia Lifetime Maximum</td>
<td>Treatment per Lifetime</td>
<td></td>
</tr>
<tr>
<td>Class V - Temporomandibular Joint (TMJ)</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>TMD Lifetime Maximum</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Class VI - Surgical Implants</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Annual Deductible</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Single/Complete Before Maximum</td>
<td>No dollar maximum</td>
<td></td>
</tr>
<tr>
<td>Missing Tooth Limitation</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

GO YOU.

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DCC Consumer

9/5/2011 06/14
Know what's important to you

You can save money on a wide range of services, including:

- **Preventive care** – cleanings, fluoride, sealants, bitewing X-rays, full mouth X-rays, and more.
- **Basic care** – tooth-colored fillings (called resin or composite) and silver-colored fillings (called amalgam).
- **Major services** – crowns, bridges, and dentures (including those placed over implants), root canals, oral surgery, extractions, treatment for periodontal (gum) disease, and more.
- **Orthodontic care** – braces for children and adults.
- **General anesthesia** – when medically necessary.
- **Teeth whitening** – using take-home bleaching trays and gel
- **Dental implant surgery** or services associated with implant, repair, removal, or restoration of a dental implant.

Key plan features:

- No deductibles – you don’t have to reach a certain level of out-of-pocket expenses before your insurance kicks in.
- No dollar maximums – you don’t have to worry about your coverage running out after your covered expenses reach a certain dollar amount.
- Easy to understand plan – the co-insurance you pay your dentist is clearly listed on your Patient Charge Schedule (PCS).
- There are no claim forms to file and no waiting periods for coverage.
- The network of general dentists you choose will manage your overall dental care.
- Covered family members can choose their own network general dentists – near home, work or school.
- You won’t need a referral for care at most office visit to a network pediatric dentist. And you don’t need a referral to see a network orthodontist.
- There’s no age limit on sealants, which help prevent tooth decay.
- Your plan covers certain procedures to help detect oral cancer in its early stages.
- 24/7 access to the Dental Information Line – this line is staffed by trained professionals who can help you with your dental questions and clinical symptoms.

### Exceptions

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Root canal treatments</td>
<td>Two per calendar year (additional treatments are covered at $400 each and $350 each, respectively)</td>
</tr>
<tr>
<td>Fluoride treatments</td>
<td>Two per calendar year (additional fluoride treatments cost a $35 per visit)</td>
</tr>
<tr>
<td>Crowns and bridges</td>
<td>Replacement every 5 years</td>
</tr>
<tr>
<td>Bridges</td>
<td>Replacement every 7 years</td>
</tr>
<tr>
<td>Dentures</td>
<td>Replacement every 5 years</td>
</tr>
<tr>
<td>Braces</td>
<td>Coverage for 24 months</td>
</tr>
<tr>
<td>Inlays</td>
<td>Coverage for 12 months</td>
</tr>
<tr>
<td>Jackets</td>
<td>For with the first moulds after installation</td>
</tr>
<tr>
<td>Posterior onlays</td>
<td>Replacement every 5 years/Four-on-fitted replacement at 5 years</td>
</tr>
<tr>
<td>Full root canal</td>
<td>Cost due to costs of root canal and grafting</td>
</tr>
<tr>
<td>Mandibular guard</td>
<td>Cost due to costs of mandibular guard, which is not covered by PCS.</td>
</tr>
</tbody>
</table>
Listed below are the services or expenses that are NOT covered under your Dental Plan and which are your responsibility at the dentist's usual fees. There is no coverage for:

- On or in connection with an injury arising out of or in the course of, any employment (for wage or profit).
- Charges which would not have been made in any facility, other than a hospital or a correctional institution, owned or operated by the United States government or by a state or municipal government if the person had no insurance.
- To the extent that payment is unreasonably withheld where the person resides when the expenses are incurred and the services are received.
- This charge which the person is not legally required to pay.
- Charges which would not have been made if the person had no insurance.
- Due to injuries which are intentionally self-inflicted.
- Services not listed on the PCS.
- Services provided by a non-network dentist without Cigna Dental's prior approval (except emergencies, as described in your plan documents).
- Services related to an Injury or Illness paid under workers' compensation, occupational disease or similar laws.
- Services provided or paid for by others or a federal or state governmental agency or authority, certified facilities, or on a public or military program other than Medicaid.
- Services required while in the armed forces of any country or in an international hospital or by a relation to a declared or undetermined war or acts of war.
- Services performed primarily for cosmetic reasons unless specifically listed on your PCS.
- General anesthetic, sedation and extract only, unless specifically listed on your PCS.
- Prescription medications.
- Replacement of fixed and removable prosthodontic appliances including fixed and removable orthodontic appliances, that have been lost, stolen, or damaged due to patient, abuse, misuse or neglect.
- Surgical implant of any type unless specifically listed on your PCS.
- Services considered to be unnecessary, or experimental in nature, or do not meet commonly accepted dental standards.
- Procedures or appliances for minor tooth guidance or to correct harmful habits.
- Services and supplies received from a hospital.

The completion of crowns, bridges, dentures, or root canal treatment already in progress on the effective date of your Cigna Dental coverage.

The completion of implant supported prosthesis including crowns, bridges, and discs already in progress on the effective date of your Cigna Dental coverage, unless specifically listed on your PCS.

Consultations and/or evaluations associated with services that are not covered.

Endodontic treatment and/or periodontal (gum) therapy or surgical treatment of teeth exhibiting a poor or hopeless periodontal prognosis.

Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction unless specifically listed on your PCS.

Bone grafting and/or guided tissue regeneration when performed in conjunction with an apicoectomy or periodontal surgery.

Intentional root canal treatment in the absence of injury or disease to solely facilitate a restorative procedure.

Services performed by a prosthodontist.

Localized delivery of antimicrobial agents when performed alone or in the absence of traditional periodontal therapy.

Any local delivery of antimicrobial agents, procedures, which (i) is performed at the time of initial evaluation of a patient; (ii) is performed by a dental health care provider who is not a physician; (iii) is performed on a patient who is not asymptomatic; and (iv) is performed in a manner that does not use injectable or other means of delivering or placing the medication or local delivery device directly at the site of infection.

The recommendation of any implant abutment, crown, post and core, or fixed bridge within 180 days of initial placement.

The recommendation of any implant supported prosthesis (including crowns, bridges and dentures) within 180 days of initial placement.

Services to correct congenital malformations, including the replacement of congenitally missing teeth.

The replacement of a previously exposed implant crown (lightly gingival) beyond one per year at any 24 consecutive month period, unless this limitation is noted on the PCS.

Crowns, bridges and/or implant supported prostheses used solely for splinting.

Fresh bond retainer and associated postcure.

Should any law require coverage for any particular service(s) noted above, the exclusion or limitation for that service(s) shall not apply.
Councilwoman Meghan Carta reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Anthony Gennaro, Sr.

Councilman Gennaro states that he was seconding the motion. The Chair notes that the second has been attributed to Councilman Philip Pessina.

The Chair calls on Councilman Philip Pessina.

Councilman Pessina stated that the Captain could not have said it better in dealing with their partnership. He asks his colleagues, as they approved this contract tonight, ask themselves a question: Why are officers from other communities in this State breaking down the door to become members of this excellent Police Department with this leadership, with the men and women every day do. They deserve it and the “Cap” put it best. This is how we establish partnerships and bridges to our community: by supporting the best of the best of our Police Department. He wholeheartedly will support it for all of the work that these men and women do every day. He used to have a saying when he was Deputy Chief of Community Policing; Deputy how do you measure this he would reply that he measures it by the number of Moms and baby carriages that you see on Main Street and in the neighborhoods. Why? Because they feel safe. Kudos, ladies and gentlemen.

The Chair calls on Councilman Anthony Gennaro, Sr.

Councilman Gennaro thanks the people tonight, especially the union President. It brings back a lot of memories. Everything he said tonight is true. They are not just words. He was driven to hospital when he was injured. He helped drive others when they were injured. They deserve every bit of this contract and more, the most that we can give them every day. When his kids tell him that they want to be cops, he shudders. They deserve this, now more than ever, over the past two (2) years, not only today, but every day. Thank you.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera states that he will be supporting this contract for Local 1361. He thanks the Police negotiations committee for their many long hours with the City team to arrive to this fair agreement. The only thing he asks, because this is an agreement that moves into the future, is that the Council be apprised of progress because it does impact the FY 23-24 budget. We are in a time when every dollar is so important. Thank you and congratulations to both sides for a fair agreement.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo asks for clarification on the fiscal impact for this 3-year agreement. The first year is explicitly addresses. He has a couple of questions for Finance Director Carl Erlacher regarding Year 2 and Year 3.

The Chair replies that Director Erlacher was present during Questions to Directors, but is not here now.

Councilman Loffredo replies that he will use his own understanding. The 1st year is over $400K for wages based on a four percent (4%) increase. The next 2 years are potentially at five percent (5%) at the high end, adding that it is not necessarily what will be awarded. He believes, based on the language in the agreement between the parties, that we will come close in FY 23-24. Therefore, we would be approving a contract with that in place. He notes that if $400K is four percent (4%) then add another $100K for the 2nd year, over $500K. He asks if that would be a fair estimate as to how that would be interpreted.

The Chair replies, “I believe so.”

Councilman Loffredo adds that potentially $500K another five percent (5%) percent the following year would deal with what we are looking at. Overall, he believes that when we look at contracts, we have a responsibility to understand the full financial impact at present and going forward to alert everyone to what we are agreeing to. He wants to confirm that will be at least another $500K for the 3rd year. He asks if anyone disagrees with that.

The Chair replies, “For the 3rd year,” noting that the 2nd and 3rd year would be subject to whatever the CPI is at that time. He adds, “Potentially, yes.”

Councilman Loffredo replies. “Potentially.” He just wants its noted for the record. He adds that he wants everyone to support the work that our department does. On our side of the coin, we are not parties to any the discussions. As the legislative body, we are just reaction to what finally comes before us and recognizing the obligation, if we agree to this. The taxpayers would have to recognize all of the figures in future budgets. He adds that he also assumes that the current budget covers the $400K, correct. It is the question of them going forward from there. Thank you.
The Chair thanks the Councilmembers for their comments. He thanks Councilwoman Carta for this resolution. He echoes the thanks to the negotiation team led by Police Officer Nick Puorro and his great team and Deputy General Counsel Wisneski and her great team. This has been a gratifying and enlightening process. We are very supportive of the process by which this came about and look forward to it continuing in the future. He thank everyone for their comments and their participation, which has gotten us here.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

B. Approving the Bulky Waste Fund budget for the Fiscal Year 22-23

APPROVED RESOLUTION No; 103-22; K: review/ PW bulky waste fund FY22-23 – RES 1302-22 – 1 Aug 2022

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the Bulky Waste Fund budget for the Fiscal Year 22-23 be approved as follows:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repairs/Maintenance to Vehicles</td>
<td>$55,000</td>
</tr>
<tr>
<td>Motor Vehicle Parts/Supplies</td>
<td>$35,000</td>
</tr>
<tr>
<td>Bank Service Fees</td>
<td>$22,000</td>
</tr>
<tr>
<td>Waste Removal</td>
<td>$465,000</td>
</tr>
<tr>
<td>Mattress Recycling</td>
<td>$6,000</td>
</tr>
<tr>
<td>Tire Recycling</td>
<td>$20,000</td>
</tr>
<tr>
<td>Waste Equipment Supplies</td>
<td>$27,500</td>
</tr>
<tr>
<td>Site Improvements</td>
<td>$35,000</td>
</tr>
<tr>
<td>Truck Rental/Lease</td>
<td>$14,500</td>
</tr>
<tr>
<td></td>
<td><strong>Total Expenditures</strong> $680,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scale Receipts</td>
<td>$539,000</td>
</tr>
<tr>
<td>Cardboard Recycling</td>
<td>$12,000</td>
</tr>
<tr>
<td>Paper Recycling</td>
<td>$3,000</td>
</tr>
<tr>
<td>Scrap Metal Recycling</td>
<td>$75,000</td>
</tr>
<tr>
<td>Gift Cards Receipts</td>
<td>$1,000</td>
</tr>
<tr>
<td>Roadside Bulky Waste Revenue</td>
<td>$16,000</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>$1,000</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>$33,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total Revenues</strong> $680,000</td>
</tr>
</tbody>
</table>

Financial Impact: This budget sets up the projected expenses/revenue for the Bulky Waste Fund.

Councilman Edward McKeon reads the resolution and moves to approve. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

C. Approving settlement of the claims of Brad and Debbie Baker against the City of Middletown arising out of: (1) their purchase of the Brown Street property, Lot 1 (Map/Lot 30-0201) on September 1, 2015, and (2) the Planning and Zoning Commission’s denial of the subdivision application on February 26, 2020; that the City of Middletown shall acquire Brown Street, Lot 1 (Map/Lot 30-0201); and that the Mayor is authorized to signed all documents and/or agreements necessary to effectuate this settlement, subject to review and approval as to content and form by the Office of the General Counsel.

APPROVED RESOLUTION No; 104-22; K: review/ resolution/ EDC Brown St Settlement – RES 104-22 – 1 Aug 2022

WHEREAS, in 2015, Brad and Debbie Baker (the “Bakers”) contacted the City of Middletown’s Planning, Conservation, and Development Office to inquire whether a 0.71 acre parcel of real property known as Brown Street, Lot 1 (Map/Lot 30-0201) contained wetlands; and
WHEREAS, on June 12, 2015, the City of Middletown’s Planning and Environmental Specialist responded to the Baker’s via e-mail concluding that the Brown Street parcel did not contain any regulated wetlands and does not see a need for any wetland permitting or mitigation; and

WHEREAS, the Brown Street parcel contains a Water and Sewer easement that crosses the property; and

WHEREAS, on September 1, 2015 the Bakers purchased the Brown Street parcel for $35,000; and

WHEREAS, after purchasing the property, the Bakers were made aware by the City of Middletown that the Brown Street property was not a buildable lot; and

WHEREAS, the Bakers then applied to the Planning and Zoning Commission for a re-subdivision of the Brown Street Property to convert it into a buildable lot; and

WHEREAS, on February 26, 2020, the Planning and Zoning Commission denied the re-subdivision application for the Brown Street parcel; and

WHEREAS, in preparation of submitting a second application to the Planning and Zoning Commission, the Bakers hired a soil scientist to determine whether wetlands existed on the property and it was determined that the majority of the Brown Street property was wetlands; and

WHEREAS, the Bakers intend to bring legal action against the City of Middletown based upon the Baker’s reliance of the City’s determination that the Brown Street property did not contain wetlands, and from the Planning and Zoning Commission’s denial of their subdivision application; and

WHEREAS, the Bakers have agreed to forego such legal action and to settle any and all claims that may exist now or in the future against the City of Middletown arising out of the Bakers’ acquisition of the Brown Street property on or about September 1, 2015, and the Planning and Zoning Commission’s denial of the subdivision application for the Property, in exchange for the City of Middletown acquiring the property from the Bakers in the amount of $35,000; and

WHEREAS, the Assessor’s Office values the Brown Street property at an appraised value of $42,857.

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: approved the settlement of the claims of Brad and Debbie Baker against the City of Middletown arising out of (1) their purchase of the Brown Street property, Lot 1 (Map/Lot 30-0201) on September 1, 2015, and (2) the Planning and Zoning Commission’s denial of the subdivision application on February 26, 2020; and

BE IT FURTHER RESOLVED: that the City of Middletown shall acquire the property at Brown Street, Lot 1 (Map/Lot 30-0201); and

BE IT FURTHER RESOLVED: that the Mayor is authorized to signed all documents and/or agreements necessary to effectuate this settlement and acquisition of the Brown Street property by the City of Middletown, subject to review and approval as to content and form by the Office of the General Counsel.

FINANCIAL IMPACT – $35,000

GENERAL RELEASE OF CLAIMS AND COVENANT NOT TO SUE

This General Release of Claims ("Agreement") is made by and between Brad Baker and Debbie Baker, having a mailing address 32 Hawks Nest Road, Old Lyme, CT 06371 ("Releasers"); and the City of Middletown, a municipal corporation and political subdivision of the State of Connecticut doing business at 245 deKoven Drive, Middletown, Connecticut (the "City") (individually referred to as "Party", collectively the "Parties") to resolve any and all claims that exist currently or may exist in the future, whether known or unknown, with regards to Releasers’ acquisition of real property located at Brown Street, Lot 1 (Map/Lot 30-0201, Account #R07587) (the "Property") on or about September 1, 2015 (the "Acquisition"); and the Planning and Zoning Commission’s denial of the application for the re-subdivision of the Property on February 26, 2020 (the "Denial"). Said Property is more particularly described in the attached Exhibit A, which is incorporated herein by reference as if fully set forth herein.

1. No Admission of Wrongdoing. Neither the negotiation, undertaking, nor signing of this Agreement constitutes or operates as an acknowledgment or admission of liability of either Party.

2. Consideration. The Parties agree that in consideration for Releasers waiving any and all claims against the City of Middletown related to the Acquisition of the Property and the Denial of the re-subdivision application by the City’s Planning and Zoning Commission, the City will agree to purchase the Property from the Releasers for the amount of THIRTY FIVE THOUSAND DOLLARS ($35,000.00). It is understood and agreed to by the Releasers that the receipt of such sum constitutes a complete settlement and release of any and all outstanding matters pertaining to the Releasers’ Acquisition of the Property and the City of Middletown’s Planning and Zoning Commission’s Denial of the application for re-subdivision of the Property that has arisen or may arise in the future.

4. General Release of All Claims by both Parties. Except for an action to enforce the terms of this Agreement, the Parties hereby freely, knowingly and voluntarily, release and fully discharge the other Party (and its parents, subsidiaries, affiliates, successors, assigns, predecessors, and present and former directors, officers, agents, shareholders, fiduciaries, plan administrators, employees, attorneys, insurers, and representatives) (the "Releasers") of and from any and all claims, demands, causes of action, and rights, known or unknown, whether in contract, tort or otherwise, pertaining to the Releasers’ Acquisition of the
Property and the Denial of the application for re-subdivision of the Property by the City’s Planning and Zoning Commission.

5. **Covenant Not to Sue; No Claims Exist.** Except as allowed by law with respect to enforcing this Agreement, the Parties have not and will not commence any action, lawsuit, arbitration, or other legal action or proceeding against the other Party or file any complaint with any federal or state court against the other Party relating to any claim arising out of the Project or the Contract. To the extent that any Party has pending any other action, lawsuit, arbitration, or legal action or proceeding against the other Party relating to any claim arising before the execution of this Agreement, the Parties agree that such action, lawsuit, arbitration, or other legal action or proceeding will be immediately withdrawn with prejudice. If the Parties are ever joined as a party to any other action, lawsuit or other proceeding against any of the Parties in this Agreement, except where prohibited by statute or other law, the Parties will not be entitled to recover, and hereby expressly waives and disclaims his right to recover, any relief or amounts, including costs and attorney’s fees.

6. **Successors.** The Parties agree that this Agreement will bind and inure to the benefit of their heirs, personal representatives, executors, administrators, successors, and assigns.

7. **Governing Law; Interpretation.** This Agreement will be governed and interpreted by the law of the State of Connecticut, without regard to its conflict of law provisions. Should any provisions of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to become legal and enforceable, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

8. **Entire Agreement; Amendment.** This Agreement, constitutes the entire agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other party in connection with either Party’s decision to accept this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

9. **No Responsibility for Attorneys’ Fees or Costs.** Each of the Parties to this Agreement will be solely responsible for any and all attorneys’ fees and expenses incurred by them, including any award of attorneys’ fees, costs and other expenses provided by statute or any other basis.

10. **Notices and Representations.** Each Party represents and agrees:

A. that they have read this Agreement and both Parties understand and agree with all of the terms and conditions of this Agreement, and that this Agreement was negotiated in good faith;
B. that they have been given a reasonable period of time in which to consider the terms of this Agreement before executing it and that this Agreement will not be effective or enforceable until after, among other things, all Parties have signed the Agreement and the Agreement has been approved by the necessary governmental agency(s), including but not limited to, the Planning and Zoning Commission, Finance and Government Commission, Economic Development Committee, Insurance and Claims Commission, and the Common Council of the City of Middletown;
C. that they enter into this Agreement freely, knowingly and voluntarily;
D. that they have consulted with their attorneys prior to executing this Agreement; and
E. that, by signing this Agreement, both Parties waive any right to bring or maintain a lawsuit or make any other legal claims against the other party as described in this Agreement.

11. **Effective Date.** The Effective Date of this Agreement is the latest date indicated below by the last of the Parties to sign.

12. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts so that each party may hold a duplicate original.

**BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.**

**RELEASORS**

Witnessed By:

By ___________________________  Print Name: ___________________________

Name  Brad Baker  Print Name: ___________________________

Date ________________

Personally appeared, Brad Baker, who acknowledged that the execution of this Agreement was their free act and deed, before me, this _____ day of _________, 2022.

Notary Public/Commissioner of the Superior Court
My Commission Expires:
BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

RELEASORS

Witnessed By:

By __________________________
Print Name: ____________________

Name Debbie Baker

Date _______________________

Personally appeared, Debbie Baker, who acknowledged that the execution of this Agreement was their free act and deed, before me, this _____ day of __________, 2022.

____________________________
Notary Public/ Commissioner of the Superior Court

My Commission Expires:

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

CITY OF MIDDLETOWN

Witnessed By:

By __________________________
Print Name: ____________________

Title Mayor

Name Benjamin Florsheim

Date _______________________

Personally appeared, Benjamin Florsheim, Mayor of the City of Middletown, who acknowledged that the execution of this Agreement was his free act and deed, and the free act and deed of the City, before me, this _____ day of __________, 2022.

____________________________
Notary Public / Commissioner of the Superior Court

My Commission Expires:

EXHIBIT A: Property Description

Schedule `A`

A certain piece or parcel of land with any buildings and improvements thereon located in the City of Middletown, County of Middlesex and State of Connecticut and shown as "PARCEL 1. Remaining Land 30.949 s.f. or .710 ac." on map entitled "Subdivision LONGHILL MEADOWS South Main Street, Route 17, Brown Street and Randolph Road Middletown, Connecticut Sheet 1 of 2 Revised through September 26, 1990 Close, Jenson & Miller, P.C. Consulting Engineers Land Planners & Surveyors 1137 Silas Deane Highway Wethersfield, Connecticut 06109," (the map) which map is on file as map 942-3 in the office of the Middletown Town Clerk, and which parcel is bounded and described on the map as follows with all referenced:

Beginning at a point which marks the northeast corner of the parcel being conveyed and the northwest corner of Lot 12, proceeding S 85° 17' 23" W a distance of 137.83 feet to a point at or near the intersections of Randolph Road and Brown Street, which point marks the northwesterly corner of the parcel being conveyed; proceeding S 43° 59' 16" E a distance of 17.69 feet to a point; proceeding along a curve to the right with a delta of 73° 20' 61" and a radius of 25.00 feet a distance of 32.00 feet to a point on the easterly line of Brown Street; proceeding along a curve to the left with a delta of 25° 14' 27" and a radius of 97.16 feet a distance of 42.80 feet along the easterly line of Brown Street to a point; proceeding S 4° 7' 12" E along the easterly side of Brown Street to a point which marks the southwest corner of the parcel being conveyed and the
Councilwoman Linda Salafia reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

D. Approving the Public Health Block Grant (FY 22/23) funds be allocated, and that any agency receiving a Public Health Block grant award must comply with the matching fund Code of Ordinances, Chapter 44, Section 44-11, section B, Municipal grant awards.

APPROVED
RESOLUTION NO; 105-22; K: review/ resolution/ Health – block grant FY22-23 – RES 105-22 – 1 Aug 2022

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Health Department requests that $72,500 of the Public Health Block Grant (FY 22/23) be allocated as follows:

<table>
<thead>
<tr>
<th>Agencies</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communicable Disease Surveillance</td>
<td>$18,000</td>
</tr>
<tr>
<td>Community Renewal Team Inc. (Elderly Nutrition)</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>New Horizons Battered Women’s Shelter</td>
<td>$22,500</td>
</tr>
<tr>
<td>Northern Middlesex YMCA – Schwartz Mens Residence</td>
<td>$ 1,500</td>
</tr>
<tr>
<td>Women and Families Center Sexual Assault Crisis</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Warming Center</td>
<td>$ 20,000</td>
</tr>
</tbody>
</table>
Oddfellows Playhouse – After school circus program $2,000
MARC Community Resources Health and Wellness Garden $1,500

TOTAL $72,500

BE IT FURTHER RESOLVED THAT: any agency receiving a Public Health Block grant award must comply with the matching fund Code of Ordinances, Chapter 44, Section 44-11, section B, Municipal grant awards.

Fiscal Impact: There is no new fiscal impact; the $72,500 is budgeted for FY22/23.

Councilman Anthony Mangiafico reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Edward Ford, Jr.

Councilman E. Ford states that he will abstain from voting on this item as a Board member of Oddfellows Playhouse.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo notes a scrivener’s error. The resolution is dated as July 21, 2021, adding that he believes it should state “2022.”

The Chair replies that seems correct.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 11-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; ABSTAIN: Councilman E. Ford). The matter is approved.

E. Approving that: (1) the Common Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-285(a); (2) an application for State financial assistance by the City of Middletown in an amount not to exceed $28,000,000 for performing initiatives outlined in the Riverbend Master Plan; and (3) Mayor, Benjamin Florsheim is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Middletown, subject to review of the documents as to content and form by the Office of General Counsel

APPROVED RESOLUTION 106-22; K: review/ resolution/ EDC – Community Invest Fund – RES 106-22 – 1 Aug 2022

WHEREAS, the City of Middletown has developed a Return to the Riverbend Master Plan; and

WHEREAS, this Master Plan will enhance and foster use of the entire riverfront; and

WHEREAS, pursuant to C.G.S. Section 32-285(a), the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects under the Community Investment Fund 2030 Initiative; and

WHEREAS, the City of Middletown is an eligible municipality because it is designated as a Public Investment Community and an Alliance District; and

WHEREAS, it is desirable, and in the public interest, that the City of Middletown make an application and execute an assistance agreement to the State for $28,000,000 to perform environmental remediation, increase access to the river for marginalized communities, and to move forward on the tasks identified in the Riverbend Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C. G. S Section 32-285(a);

2. That the filing of an application for State financial assistance by the City of Middletown in an amount not to exceed $28,000,000 for performing initiatives outlined in the Riverbend Master Plan, is hereby approved; and

3. That Mayor, Benjamin Florsheim is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Middletown.

FINANCIAL IMPACT: The City may receive a $28,000,000 grant from the State Department of DECD.
Councilman Vincent Loffredo reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

F. Approving that, effective upon passage by the Common Council, the changes to the job description of Youth Development Specialist, UPSEU Local #6457, Salary Grade 9, 40 hours ($26.21 - $38.78) to reflect the revised duties with a recommended salary increase to UPSEU Local #6457 Salary Grade 12, 40 hours ($37.86 - $56.07) and a reclassified title to Youth Diversion Specialist. These changes shall take effect retroactive from July 1, 2022 upon adoption; and that the salary grade for the employee who holds this position is hereby approved to UPSEU Local #6457 Salary Grade 12, Step 5 ($44.35/hr) 40 hours per week. These changes shall take effect July 1, 2022 upon adoption.

APPROVED RESOLUTION 107-22; K: review/resolution HR Youth Devel Spec UPSEU – RES 107-22 – 1 Aug 2022

WHEREAS, the City of Middletown and UPSEU Local #6457 have an agreement to implement a Labor Management Committee to consider changes in salary grade placement for bargaining unit members; and

WHEREAS, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

NOW, THEREFORE, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council, the following changes to the job description of Youth Development Specialist, UPSEU Local #6457, Salary Grade 9, 40 hours ($26.21 - $38.78) are approved to reflect the revised duties with a recommended salary increase to UPSEU Local #6457 Salary Grade 12, 40 hours ($37.86 - $56.07) and a reclassified title to Youth Diversion Specialist. These changes shall take effect retroactive from July 1, 2022 upon adoption

BE IT FURTHER RESOLVED, that the salary grade for the employee who holds this position is hereby approved to UPSEU Local #6457 Salary Grade 12, Step 5 ($44.35/hr) 40 hours per week. These changes shall take effect July 1, 2022 upon adoption.

Fiscal Impact: Retroactive payment from July 1, 2022 in $935.76.; Fiscal impact for this the remainder of FY 2022-2023 is $10,694.40.
• Provides referrals and information to the general public and social service agencies in areas including food, shelter, financial help, medical and family services; provides advocacy for underprivileged individuals.

• Provides case management and crisis intervention services to clients as needed. Provides limited counseling to clients and their families. Interviews juveniles referred by schools, police, Courts, or private organizations; performs assessment and evaluation to determine program eligibility.

• Serves as a liaison between the bureau and outside youth service agencies and organizations as assigned.

• Addresses community groups regarding departmental programs, activities, and clinical services.

• Assists clients with other agency applications.

• Prepares a variety of case reports, documents and correspondence. Maintains strict confidentiality of youth arrest data and youth and family personal data, including mental health data.

• May attend meetings as requested by YSB Coordinator.

• Maintains availability on call to respond to emergencies.

• Other related duties as assigned.

Minimum Training and Experience Required to Perform Essential Duties

Master’s degree in Social Work, Social Services or related field with five years of related case work experience; or, any combination of education and experience that provides equivalent knowledge, skills, and abilities. Connecticut licensure in appropriate field is desirable. Position requires Connecticut Clinical Social Worker license (LCSW). Position also requires the possession of a valid State of Connecticut driver’s license within 60 days of appointment.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

• Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to establish standards to recognize interactive effects and relationships.

• Ability to persuade, convince and train others. Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situations.

• Requires the ability to utilize a wide variety of references, descriptive, advisory and/or design data and information such as diagnostic manuals, case reports, medical records, psychological reports, statutes, procedures and non-routine correspondence.

• Requires the ability to communicate orally and in writing with the YSB Coordinator and all department personnel, other City Departments, Court system, clients, parents, schools, private clinicians, local, state, and federal agencies and the public.

Mathematical Ability

• Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals, may require the ability to perform mathematical operations with fractions

Physical Requirements

• Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery, and tools such as a computer and other office machines, and/or related materials used in performing essential functions.

• Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.

• Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve lifting, carrying, pushing and pulling of objects weighing five to ten pounds.

• Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

• Ability to work under safe and comfortable conditions where exposure to environment factors is minimal and poses a very limited risk of injury.
Councilwoman Jeanette Blackwell reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion, Councilwoman Blackwell adds that the fiscal impact for the remainder of the fiscal year 2022-2023 of $10,694.40. There is also a retroactive payment to July 1, 2022 of $935.76.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

G. Approving that effective upon passage by the Common Council, the changes to the job description of Deputy Director of Central Communications, UPSEU Local #6457, Salary Grade 14, 40 hours ($35.95-$53.19) are approved to reflect the revised duties with a recommended salary increase to UPSEU Local #6457 Salary Grade 15, 40 hours ($37.86-$56.07). These changes shall take effect retroactive from July 1, 2022 upon adoption and that the salary grade for the employee who holds this position is hereby approved to UPSEU Local #6457 Salary Grade 15, Step 6 ($56.07/hr) 40 hours per week. These changes shall take effect July 1, 2022 upon adoption.

APPROVED RESOLUTION 108-22; K; review/ resolution/ HR Dep Dir Cent Comm UPSEU – RES 108-22 – 1 Aug 2022

WHEREAS, the City of Middletown and UPSEU Local #6457 have an agreement to implement a Labor Management Committee to consider changes in salary grade placement for bargaining unit members; and

WHEREAS, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

NOW, THEREFORE, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council, the following changes to the job description of Deputy Director of Central Communications, UPSEU Local #6457, Salary Grade 14, 40 hours ($35.95-$53.19) are approved to reflect the revised duties with a recommended salary increase to UPSEU Local #6457 Salary Grade 15, 40 hours ($37.86-$56.07). These changes shall take effect retroactive from July 1, 2022 upon adoption

BE IT FURTHER RESOLVED, that the salary grade for the employee who holds this position is hereby approved to UPSEU Local #6457 Salary Grade 15, Step 6 ($56.07/hr) 40 hours per week. These changes shall take effect July 1, 2022 upon adoption.

Fiscal Impact: Retroactive payment from July 1, 2022 in $483.84; Fiscal impact for this the remainder of FY 2022-2023 is $5,529.60.

City of Middletown, Connecticut
Position Description

Title: Deputy Director of Central Communications
Department: Central Communications

Job Code: 18705

Date: Revised 10/10 Revised: July 2022
UPSEU Salary Grade 14 – UPSEU15
8:00 to 4:00 Exempt overtime
Purpose of Position
The purpose of this position is to assist in the administration of the Central Communications Center, coordinate training programs, and to provide quality control measures for the Department. The work is performed under the direction of the Director of Central Communications.

**Essential Duties and Responsibilities**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Serves as training coordinator for the department. Trains employees, presents formalized classes, on the job training and schedules vendor supplied training on and off site.
- Assesses Dispatchers job related knowledge and makes recommendations for assignment upon completion of training period.
- Performs Quality Assurance on calls in accordance with standards set forth by the City of Middletown.
- Acts as System Administrator for Updates and maintains the (Computer Aided Dispatch) CAD System, ISDN E911 System, radio systems and equipment, and other dispatch operations programs and systems. Updates and maintains these systems are required. Trains all public safety and general government personnel who operate using City’s radio system. Acts as liaison for the City for all CAD system updates and equipment upgrades.
- Researches, reviews and selects training material.
- Researches protocols & procedures; writes protocols and procedures as directed.
- Tracks, maintains and oversees Dispatcher certifications.
- Responsible for department scheduling of shifts and filling of vacancies to meet minimum staffing. Prepare all necessary paperwork for work shift assignments.
- Performs or assists in department accounts payable; payroll functions.
- Assists with department budget preparation.
- Attends various meetings as directed; plans and participates in communication educational events.
- Prepares department reports as requested.
- Acts as Director of Central Communications in his or her absence.

**Minimum Training and Experience**

High school diploma or equivalent with vocational/technical training in emergency telecommunications or a related field supplemented by five years of emergency dispatch experience and progressively responsible supervisory experience; or an equivalent combination of education, training and experience. Valid Connecticut Driver’s License required. Valid Emergency Telecommunication, NCIC and EMD Certifications are required. Ability to obtain within six (6) months from date of hire: ISDN E-911 System Administrator, all necessary dispatch quality control certifications and NCIC Administrator.

**Physical and Mental Abilities Required to Perform Essential Job Functions**

**Language Ability and Interpersonal Communications**

- Requires the ability to analyze classify data and information, including the ability to review, categorizes, prioritize and/or reference data, people or things, and to group, rank or investigate. Requires discretion in referencing data analysis to the criteria, standards or requirements of a discipline or technique to determine interactive effects and relationships.
- Requires the ability to provide formal training to others in specific fields typically involving preparing and/or modifying teaching materials and methods. Requires the ability to provide guidance, assistance and/or interpretation to others.
- Requires the ability to utilize a wide variety of reference and descriptive data and information.
- Requires the ability to understand, interpret and apply instructions furnished in written, oral, diagram or schedule form. Involves diversified work requiring independent judgment to adapt or modify methods and standards to meet variations in assigned objectives.
- Requires the ability to communicate orally and in writing with the Chief Communications Officer; public safety individuals, other City Departments, state and federal agencies, the public and other employees.

**Mathematical Ability**

- Requires the ability to perform addition, subtraction, multiplication and division and to calculate percentages and decimals.

**Physical Requirements**

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as computers and or related materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements.
- Tasks require light physical effort in sedentary to light work, involving some lifting, carrying, pushing or pulling of light objects and material.

**Environmental Adaptability**
Ability to work under conditions where exposure to environmental factors poses a limited risk of minor injury or illness.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Status: APPROVED
by Common Council, City of Middletown
at its meeting held on: NOVEMBER 1, 2010

AUGUST 1, 2022
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Status: APPROVED
by Common Council, City of Middletown
at its meeting held on: NOVEMBER 1, 2010

Councilman Eugene Nocera reads the resolution and moves to approve. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Peschina, and Salafia). The matter is approved.

H. Approving that effective upon passage by the Common Council, the changes to the job description of Arts & Culture Coordinator, UPSEU Local #6457, Salary Grade 11, 40 hours ($30.12 - $44.54) are approved to reflect the revised duties with a recommended salary increase to UPSEU Local #6457 Salary Grade 12, 40 hours ($32.03 - $47.42). These changes shall take effect retroactive from July 1, 2022 upon adoption; and that the salary grade for the employee who holds this position is hereby approved to UPSEU Local #6457 Salary Grade 12, Step 6 ($47.42/hr) 40 hours per week. These changes shall take effect July 1, 2022 upon adoption.

APPROVED


WHEREAS, the City of Middletown and UPSEU Local #6457 have an agreement to implement a Labor Management Committee to consider changes in salary grade placement for bargaining unit members; and

WHEREAS, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

NOW, THEREFORE, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council, the following changes to the job description of Arts & Culture Coordinator, UPSEU Local #6457, Salary Grade 11, 40 hours ($30.12 - $44.54) are approved to reflect the revised duties with a recommended salary increase to UPSEU Local #6457 Salary Grade 12, 40 hours ($32.03 - $47.42). These changes shall take effect retroactive from July 1, 2022 upon adoption.

BE IT FURTHER RESOLVED, that the salary grade for the employee who holds this position is hereby approved to UPSEU Local #6457 Salary Grade 12, Step 6 ($47.42/hr) 40 hours per week. These changes shall take effect July 1, 2022 upon adoption.

Fiscal Impact: Retroactive payment from July 1, 2022 in $483.84; Fiscal impact for this the remainder of FY 2022-2023 is $5,529.60.

City of Middletown, Connecticut
Position Description

Title: Arts/Culture Coordinator
Department: Mayor’s Office
Date: December 2000
Revised: July 2022
UPSEU Grade: 12

Purpose of Position

The purpose of this position is to plan, design, implement, and supervise development and administer a multipurpose municipal arts and culture program to promote awareness and appreciation of the arts, to provide creative planning and development of program and services for the community, act as a resource for Middletown residents, artists, and the art sector, and to provide vibrant and robust programming.
that draws spectators and participants from all over the state. The work is performed under the direction of the Mayor.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Plans, develops and administers arts/cultural programs and opportunities; develops and administers events and projects to promote the arts.
- Manages the Kids Arts summer camp program including the recruitment and selection of seasonal employees; provide training and instruction; plans, coordinates, schedules, and assigns work; maintains standards; allocates personnel and evaluates performance. Develops and maintains staff manuals, registration forms, parent and participant guides, etc. Manages and oversees the registration process including medical and medication forms, waivers, and the collection and depositing of fees.
- Assists and provides services to civic, cultural, business and community organizations in the development and presentation of arts and cultural programs and in developing community awareness and participation in the arts. Serves as liaison to Schools, Cultural Council, Chamber of Commerce and other community groups. Serves as primary staff to the City’s Arts Commission.
- Manages and coordinates City sponsored events including Summer Sounds concerts and the annual fireworks event in consultation with the Mayor’s Office, Fire, Police, Emergency Management, and other agencies. Assists with other events like the City’s month-long Holiday on Main events; researches and contracts entertainment.
- Manages and stewards the City’s public art collection as well as the ongoing archival and preservation of historical art.
- Prepares and administers the Arts/Culture portion of the department-approved budget; initiates fundraising activities to offset program costs; monitors arts and governmental publications to seek funding support; administers grants and prepares related reports; assists Commissioner with budget analysis.
- Manages the MCA checking account.
- Prepares regular narrative and statistical reports; drafts preliminary agreements and contracts for services for approval by City Attorney. Prepares, reviews, and revises RFP, RFO, and bid documents for Arts/Culture related programs, services, and events. Prepares informational booklets, release forms, brochures and other materials to promote the arts. Maintains Arts/Culture social media accounts and division website.
- Oversees: Manages and supervises the work of clerical staff including permanent, temporary and seasonal employees; coordinates activities with other City departments, other communities, state and local agencies, etc.
- Serves as marketing resource for other City Departments in support of community-based programs. Attends meetings as assigned by the Director of the Department.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor’s degree in Arts Administration, Fine Arts, Art History or a closely related field with one, three years of related experience in arts program administration or any combination of education and experience that provides equivalent knowledge, skills and abilities. Position requires possession of a valid Connecticut driver’s license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication
- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.
- Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information such as financial statements, budgets, grants, reports, proposals, applications, contracts, calendars, press releases, brochures, records, manuals, ordinances, procedures and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the Mayor, Department Heads/Directors, business/community groups, arts administrators, artists/performers, consultants, the media and the public.

Mathematical Ability
- Requires the ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.

Physical Requirements
- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines and/or related materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.

Requires the ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds, and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

Councilman Edward McKeon reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion, There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Looffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

I. Approving that Resolution No. 96-22, which was approved on July 5, 2022 and which authorized the Mayor to sign and submit an Energize Connecticut Community Partnership Initiative Memorandum of Understanding (MOU), for the Program Period (Term) of January 1, 2022 to December 31, 2022, be amended to correct a scrivener’s error, changing both the Expenditure and Revenue lines from fund 3256 to fund 3526.

APPROVED

RESOLUTION NO: 110-22; K: review/ resolution/ PW amending RES 96-22 – RES 110-22 – 1 Aug 2022

Whereas, on July 5th, 2022, the Common Council approved Resolution 96-22, authorizing the Mayor to sign and submit an Energize Connecticut Community Partnership Initiative Memorandum of Understanding (MOU), for the Program Period (Term) of January 1, 2022 to December 31, 2022; By and Between Eversource Energy Service Company and City of Middletown., and

Whereas, the initial request included the creation of a new line items reflective of an Expenditure and Revenue budget account under the Clean Energy Communities Rewards starting in Fiscal 2023; and

Whereas, after review by the Finance Department, it was determined that the Fund budget number 3526 was inadvertently transposed as Fund 3256.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: that Resolution No. 96-22, which was approved on July 5, 2022 and which authorized the Mayor to sign and submit an Energize Connecticut Community Partnership Initiative Memorandum of Understanding for the Program Period of January 1, 2022 to December 31, 2022, be amended to correct a scrivener’s error, changing both the Expenditure and Revenue lines from fund 3256 to fund 3526.

FISCAL IMPACT: None

Councilman Anthony Gennaro, Sr. reads the resolution and moves to approve. Councilman Grady Faulkner, Jr. seconds the motion, There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Looffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

J. Approving that Newfield Street of Middletown, LLC shall be authorized to assign the Phase I and Phase II Real Estate Assessment Fixing Agreements between the City of Middletown and
Newfield Street of Middletown, LLC for Newfield Apartments (Newfield Street) to Newfield Residential, LLC; that any further assignment by either Newfield Street of Middletown, LLC or Newfield Residential, LLC shall require the approval of the Common Council pursuant to the provisions of Paragraph 8 of the Agreements and Ordinance §272-9 of the City's Code of Ordinances; and that the Mayor is authorized to execute any and all documents necessary to effectuate the assignment set forth in this resolution, upon review and approval by the Office of the General Counsel as to content and form.

APPROVED, AS CORRECTED
RESOLUTION No; 111-22; K; review/ resolution/ EDC Newfield abatement reassignment RES No. 111-22 – 1 Aug 2022

WHEREAS, the City of Middletown entered into two separate Real Estate Assessment Fixing Agreements with Newfield Street of Middletown, LLC for Newfield Apartments: one for Phase I and one for Phase II; and

WHEREAS, the parties entered into these agreements pursuant to Ord. § 272-9 of the City’s Code of Ordinances; and

WHEREAS, under that section, parties to assessment fixing agreements cannot assign their rights in whole or in part without the City’s consent; and

WHEREAS, these Real Estate Assessment Fixing Agreements were recorded on the Middletown Land Records on April 13, 2022; and

WHEREAS, the Real Estate Assessment Fixing Agreements were approved by the Common Council on March 7, 2022;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: that Newfield Street of Middletown, LLC shall be authorized to assign the Phase I and Phase II Real Estate Assessment Fixing Agreements between the City of Middletown and Newfield Fixing Agreement, LLC for Newfield Apartments (Newfield Street) to Newfield Residential, LLC; that any further assignment by either Newfield Street of Middletown, LLC or Newfield Residential, LLC shall require the approval of the Common Council pursuant to the provisions of Paragraph 8 of the Agreements and Ordinance §272-9 of the City’s Code of Ordinances; and

BE IT FURTHER RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: the Mayor is authorized to execute any and all documents necessary to effectuate the assignment set forth in this resolution, upon review and approval by the Office of the General Counsel as to content and form.

Fiscal Impact: None

Councilman Edward Ford, Jr. reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

Councilman E. Ford states that he wishes to give credit to those who worked on this. It is a remarkable deal and has been worked on for a long time. The project liaison Alan Marshall and Ministerial Administration Rev. Deborah Hopkins, thank you so much for your words today. It is truly an equitable deal. There has never been a set aside of $1M for minority owned contractors. That is something that we all continue to hear about for years in this City. It is investing $100K into small businesses in our downtown district at a time when our economy is suffering. That is a huge investment. It is a green deal. It is ecofriendly and energy efficient materials. It has a community garden that waters itself as well as electric charging stations. It includes hydrodynamic separators to keep pollution out of wetlands. You have all of these things packed into this deal that is phenomenal. It is a progressive deal and sets the bar for the future of how we do building infrastructure projects going forward. The precedent set by this project, he is proud of it as a member of this Council. He hopes to see more minority set-asides going forward and more equitable provisions and deals such as this going forward. Thank you.

The Chair calls on Councilman Vincent Loffredo followed by Councilman Eugene Nocera.

Councilman Loffredo states that there is a scrivener’s modification. In the 5th paragraph, the date June 7th should be March 7th. As a member of the Economic Development Committee, it has worked diligently through the Mayor's Office and the General Counsel's Office to deal with this rather comprehensive tax abatement, what they are doing this evening is. There was an initial agreement, a tax fixing agreement, for this project in April 13, 2022. On that date, we did that and the records reflect that. For the record, the ordinance dealing with tax abatement allows these abatements to be transferred to another ownership. That is what is happening here. We had put in place all that has been put on the record prior to this. Per ordinance, we have a responsibility before we transfer an abatement to take the time and effort to look at the background and information about the new developer. The original developer will not be a party to the abatement because he - the developer - is transferring the sale of the property to another entity. That is what is reflected here. That transfer of properties will move forward with the understanding that the new owners of the property, the developers represented by counsel. Our legal counsel has sped time along with the EDC to review this because we have a responsibility, based on what we previously approved, to ensure that we understand that these new parties have the skill, ability, and knowledge to do what is expected as well as the fact that we are transferring the abatement to the, That is all in order and is represented by this agreement. All of the
parties that have been involved with the development of this abatement and the other matters that have been concluded, those matters will also be carried forward as discussed and presented on the public record this evening. Thank you.

The Chair echoes those comments, adding thanks to Economic Development and everyone else involved in shepherding this. The Chair calls on Councilman Eugene Nocera followed by Councilman Anthony Gennaro, Sr.

Councilman Nocera states that he, too, thanks so many people involved: Deborah Allen, the investment groups, and the developer. It has been a long process. When we look now, what we see is that we have finally achieved thanks to the efforts of Councilman Loffredo and his Commission, have achieved upgrades to the Newfield corridor, which has been on our plates for a long time. This has been a long development that the community at large will benefit from. The minority community will benefit from the set aside, as will the business community. This is a great day for Middletown. Congratulations to all, adding that the Mayor's Office worked very hard to make this a reality. Thank you.

The Chair calls on Councilman Anthony Gennaro, Sr. followed by Councilwoman Jeanette Blackwell.

Councilman Gennaro acknowledges Alan Marshall for coming out to speak tonight. As a member of EDC, he has seen the potential from the very beginning he learned from earlier Councils that it does take time, but it does work out in the end. It was critical with the economy as it is to get where we are today and get this development kicked off to start. He thanks them again, noting that he appreciates all of the hard work that they have done to move this along. Thank you.

The chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell states that, as a member of EDC, she also fully supports this project. She does not want them to lose sight of the fact that Councilman Edward Ford made. She echoes his last point: that is, we are looking at this project that has embedded incentives that she believes are great incentives. The two incentives highlighted this evening are the one that supports minority owned contractors as well as the incentives that support local businesses. It is a challenge now for other projects coming before them that they say, here we have a project that has underscored the importance of making sure that we put these set asides in place, particularly set asides for minority owner businesses. That is a quiet for this City, adding that we should challenge other builders that come before EDC to consider as well.

The Chair calls on CoChairman Philip Pessina.

Councilwoman Pessina states that Councilman Ford and others speaking tonight about this great project. What comes to mind for him is that our City is noted for its diversity. Look at this dais here, leadership of the City. Big Message: what happens here tonight is a testament to our community that we don’t talk. We move. Bridging the gap, the minority community with the Ministerial Alliance, contractors ready to go, shovel ready to go, speaks volumes. We have a very vibrant diversity, diverse community. We don’t just talk it. We do it. Tonight, by passing this and all the hard work that has gone to getting it to Councilman Loffredo’s committee. It is a pleasure. We can walk out the door tonight and say this is true. We are a diverse community. We support everyone in the community to get things done. Thank you.

The Chair asks if there was a second on this motion. The Council Clerk replies, “Councilman Pessina.”

The Council Clerk asks that, in the absence of a substitute document, she believes that they need to have a separate vote on the amendment to correct the language in paragraph 5, or Councilman Edward Ford would need to amend his motion to include the correction in Paragraph 5, chiseling the date from June 7th to March 7th.

Councilman Loffredo states that he made the scrivener’s notion and, if that is acceptable to the parties . . . Councilman Edward Ford states that he accepts Councilman Loffredo’s friendly amendment. The Chair notes that Councilman Edward Ford has accepted that corrected language as part of the original resolution. The Council Clerks replies, “Thank you.” The Chair thanks the Council Clerk for catching that.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiaglio, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

K. Approving that the Recreation and Community Services Department $40,000 Youth Grant (FY22/23) is allocated; and that any agency receiving a grant award must comply with the matching fund Code of Ordinances, Chapter 44, Section 44-11, section B, Municipal grant awards

APPROVED

RESOLUTION No: 112-22; K: review/ resolution/ REC sports grant FY22-23 – RES 112-22 -1 Aug 2022
WHEREAS, the Recreation Division supports youth recreational sports and wants to ensure accessibility for Middletown youth; and

WHEREAS, local organizations provide such opportunities and run the recreational leagues.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:
that the Recreation and Community Services Department requests that the $40,000 Youth Grant (FY22/23) is allocated as follows.

<table>
<thead>
<tr>
<th>Agencies</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ahern Whalen</td>
<td>$5,400</td>
</tr>
<tr>
<td>Middletown Youth Soccer, Inc.</td>
<td>$6,800</td>
</tr>
<tr>
<td>Middletown Youth Lacrosse</td>
<td>$8,200</td>
</tr>
<tr>
<td>Middletown Youth Football and Cheer</td>
<td>$10,200</td>
</tr>
<tr>
<td>Middletown Youth Baseball and Softball</td>
<td>$9,400</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED THAT: any agency receiving a grant award must comply with the matching fund Code of Ordinances, Chapter 44, Section 44-11, section B, Municipal grant awards.

Fiscal Impact: No impact on FY22/23 budget, grants are fully funded

Councilman Philip Pessina reads the resolution and moves to approve. Councilwoman Linda Salafia second the motion.

The Chair calls on Councilwoman Linda Salafia.

Councilwoman Salafia states that the resolution is correct. The Chair confirms that there is no scrivener’s error.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeen, Nocera, Pessina, and Salafia). The matter is approved.

12. Mayor’s Appointments

The Chair states that he does have some appointments this evening, adding that there are a few on the list that have to be revisited with the departments for Recreation & Senior Services and Urban Forestry.

The Chair offers the following appointments:

**Housing Authority:**
- **Albert Santostefano (D):** appoint to balance of 5-year term to March 31, 2025, filling the vacancy created by the death of Sebastian Santacroce (D) July 2022 (1st term)

**Inland Wetlands & Watercourses Agency:**
- **Kristen Rzasa (U):** appoint as an alternate member to balance of 5-year to October 31, 2024, filling the alternate member vacancy created by the resignation of Philip Nettis (R) in December 2018 (1st term)

**Commission on Conservation & Agriculture:**
- **Kristen Rzasa (U):** appoint to balance of 3-year to February 15, 2024, filling a vacancy created by the move of Michael Thomas (U) to regular member seat (1st term)

Councilman Eugene Nocera moves to approve the proposed appointments. Councilwoman Jeanette Blackwell seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo asks if Kristen Rzasa is being appointed to three (3) different seats.

The Chair replies that she is proposed for appointment to two (2) seats this evening. The third proposed appointment was something that they had looked at making, but will have to revisit based on the structure of that committee. That is a possible appointment in the future, but it needs to be reevaluated.

Councilman Loffredo asks, in terms of the record, we did pass a new Charter revision in terms of appointments. For an individual to serve on multiple committees there is nothing prohibitive. He asks if that is correct.

The Chair replies, “Correct.”
There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangialfico, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

13. Meeting Adjournment

Before adjourning, the Chair calls on Councilwoman Jeanette Blackwell for a point of personal privilege.

Councilwoman Blackwell states that she does not think that she has even taken a point of personal privilege. She did not want this evening to pass without taking this opportunity at this moment to acknowledge the departure of Councilman Edward Ford, Jr. She would be remiss if she did not publically say that it has been terrific serving with him on the Common Council. We have served on both sides of the aisle. She publicly wants to say that Councilman Ford is her friend. She remarks that Miss James said something and she was not going to repeat it because the leadership had already spoken. She explains that she brought a card that she picked up from Cicely Tyson’s viewing in New York. She recounts the evening that she and Councilman Ford were conversing about Cicely Tyson. She reads:

You can only become truly accomplished at something you love. Don’t make money your goal. Instead, pursue the things you love doing and then do them so well that people can’t take their eyes off of you.

Dr. Mya Angelou

Councilwoman Blackwell adds, “Godspeed.”

The Chair calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner notes that he and this young man (Councilman Ford) go way back, he remembers him. He is very proud of him stepping in and coming on board the Council, and then stepping up for family and priorities. That is what we wish for all young people in our community: be looking forward and committing yourself to these things. He sees Mom and dad right there, adding that he knows them. He notes that Councilman Ford has a great pedigree. He is honored that Councilman Ford called him before entering this arena just to consult. We don’t get that enough from our young people to have that communication. He wishes Councilman Ford the best of luck and God’s grace. He knows that Councilman Ford’s feet are planted there. He adds, always, you know my number.

The Chair call son Councilman Vincent Loffredo.

Councilman Loffredo recalls young man that he used to bump into from time to time when he attended football games at MHS. He may have been on the Board of Education at that time. That young man is now seated to his left, indicating Councilman Edward Ford. He knew Ed Ford when he was a high school student. The other fact is, of course, is that they served on the Clean Energy Task Force, quipping that he is welcome to attend tomorrow’s meeting. He offers congratulations to Ed and his wife, who are expecting a son, which is another new chapter in anyone’s life: to be a father. Councilman Loffredo extends congratulations for all of his work with the Council and well as his future career in the ministerial profession.

The Chair calls on Councilman Darnell Ford.

Councilman Darnell Ford extends congratulations, adding that they have shared a lot of things, including the last name “Ford,” which is a great name. He knows that Councilman Edward Ford will go forward. They have talked a lot and shared a lot of experiences. He knows that Councilman Ed Ford will go far. It has been great to know him and to work with him. He looks forward to his greatness in the future, adding that he carries that name that will bring it in the future.

The Chair notes that they are going down to one Ford and one Ed. He adds that it has been a pleasure and privilege. Thank you for your service. We are excited for what you will accomplish. He calls on Councilman Edward Ford.

Councilman Edward Ford thanks his colleagues for their kind words. He thought about what he would say tonight. He was very reflective of his past four to five years of public service. As Councilman Loffredo said, he was a young man coming out of high school wanting to take up that charge of running for office in the community where he grew up. He was a young kid in the neighborhood where Phil (Councilman Pessina) used to visit, where his daughter lived, running around with the pet pig. The all of a sudden he find himself here as an advocate for a lot of the people, who continue to look like him to face the same experience and challenges that he went through. He is glad. It has been a great honor. He is thankful to his parent, his wife, his sisters, the many people who support him who have helped him become the man that he is today. Without all of you, including several here today, he does not know how far he would have been able to have gotten. He notes that they have accomplished a lot in the past two to three years and he is very proud. Thank you. He hopes to keep seeing progress, seeing the City move forward, seeing equity, seeing what he can for the least of these. That is his voice, his echo that will be in this seat for a bit. Look over here and you will hear his voice. Thank you. He
appreciates Middletown, he loves the people who voted for him and supported him and continue to
craft and develop him. He loves them all. God bless.

The Chair calls on Councilman Edward Ford for a motion to adjourn.

Councilman Edward Ford moves to adjourn. Councilman Philip Pessina seconds that motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a
vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo,
Mangiafico, McKeon, Nocera, Pessina, and Salafia). The matter is approved.

The meeting is adjourned at 8:52 PM.

ATTEST:
LINDA S.K. REED,
COMMON COUNCIL CLERK

K: review/ minutes/ 2022 Aug 01 – regular meeting – 01 Aug 2022