



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, June 25, 2007
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.

AGENDA

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EXECUTIVE SESSION

20. Open Space Acquisition

REGULAR MEETING-MANSFIELD TOWN COUNCIL

June 11, 2007

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chambers of the Audrey P. Beck Building.

I. ROLL CALL

Present: Blair, Clouette, Duffy, Haddad, Hawkins, Koehn, Paterson, Paulhus, and Schaefer

II. APPROVAL OF MINUTES

Mr. Hawkins moved and Mr. Clouette seconded to approve the minutes of the May 29, 2007 special meeting. Motion passed with Mr. Haddad abstaining. Mr. Hawkins moved and Mr. Clouette seconded to approve the minutes of the May 29, 2007 regular meeting. Motion passed with Mr. Haddad abstaining.

III. MOMENT OF SILENCE

Mayor Paterson requested a moment of silence in honor of and respect for our troops around the world. The Mayor also requested that the public remember Dorothy Goodwin who passed away recently. Ms. Goodwin represented Mansfield for many years and was a special person.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

No comments

V. PUBLIC HEARING

1. Mansfield Charter Revision Commission Report

Mayor Paterson called the public hearing to order.

Tim Quinn, 101 Depot Road, commented that he was a member of the first Charter Commission and also served the Town in a variety of elected offices. He cautioned that it is very easy for the public to vote the bottom line without understanding the complexities of the budget. The Town has good professionals to make budget decisions. He supports the proposed plan.

Denise Keane, 96 Atwoodville Road, a member of the Charter Revision Commission, described the discussion that took place in the Committee regarding the role of Mayor. The Commission was split in their decision on whether to use the term "Mayor." Ms. Keane also commented that she

would like to see the Town Meeting adjourn directly to a referendum. She stated that the proposed petition process does not address accessibility.

Lisa Eaton, 89 Lorraine Drive, read a letter from her husband, Charles Eaton, into the record (attached).

Quentin Kessel, 97 Codfish Falls Road, thanked the Council for all their work during the budget cycle and stated that the Town Council is elected every 2 year to make these decisions. He feels that unless citizens are present for a lot of the budget meetings they are not equipped to see the entire situation and it is easy to just vote no. He is content with the process as it stands.

Sheila Quinn Clark, 43 Mountain Road, also a member of the Charter Revision Commission pointed out that an election is different than a referendum. A referendum is a financial appropriation decision and this decision needs to be made on facts not rumors and misinformation. Ms. Clark stated that the Town Council can be changed every two years if the citizens are not happy and that in a referendum people tend base their voting decision on taxes not on the overall budget.

Jane Blanshard, 13D Sycamore Drive, is in support of the proposed referendum.

David Freudmann, 22 Eastwood Road, stated that the only difference between a Town Meeting and a referendum is the number of participants. He feels that if you are going to have voting the more inclusive the better.

Betty Wassmundt, Old Turnpike Road, would like to keep the ability of non-resident taxpayers to vote at referenda and agreed that the budget is complicated. Ms. Wassmundt presented a newspaper article that compared turnout in a number of area towns (attached) and urged support for the going to referendum.

Richard Woodworth, 60 Woods Road, shared his observations of his first Annual Town Meeting.

Genevieve McGann, 87 Cedar Swamp Road, spoke in favor of the budget referendum expressing her concern for people who could not attend the Town Meeting.

Vera Stearns, 38 Old Wood Road, expressed her appreciation for the job the Town Council does on the budget. Ms. Stearns likes the Town Meeting and the discussion that takes place but would like the Council to consider adjourning to a referendum.

Howard Raphaelson, 119 Timber Drive, has asked people to attend the Town Meeting over the years but they seldom ever do because they are satisfied with the result. The Council, Board of Education and staff have earned a reputation for a carefully crafted balance between cost and services and citizens have not felt the need to object. Mr. Raphaelson did express concern that a small turnout at a Town Meeting could change the direction of the Town and therefore is in support of the proposed changes in which the petition option would serve as a safety valve.

Cindy Weiss, 58 MaxFelix Drive, a member of the Charter Revision Commission expressed concern over the Town Manager's suggestion to reduce the number of days to attain petition signatures from 21 to 14. Ms. Weiss suggested that the proposal is a carefully crafted compromise and that two weeks is not enough time.

2. Proposed October 1, 2007 Refuse Fee Increase

Mayor Paterson called the public hearing to order.

Peter Rich, 42 Fern Drive, commented that the new fee for brush at the landfill is of concern to him. He also suggested that the Town consider not charging residents for trash pickup.

Betty Wassmundt, Old Turnpike Road, agreed with Mr. Rich concerning the fee for brush but over all is in favor of the increases. She would like to see a flier on the benefits of composting distributed to Town residents and would like the Council to investigate to see if more than #1 and #2 containers can be recycled.

Mr. Haddad moved and Mr. Clouette seconded to move Item 6 Mansfield Charter Revision Commission Report as the next discussion subject.

Motion passed unanimously.
See below

VI. OLD BUSINESS

3. Proposed October 1, 2007 Refuse Fee Increases

Mr. Haddad moved and Ms Blair seconded to recess the meeting of the Town Council and convene as the Mansfield Resource Recovery Authority.

Motion passed with Mr. Clouette abstaining.

Director of Public Works, Lon Hultgren, discussed the current situation and options regarding the proposed charge for the disposal of brush. Council members expressed concern at the cost and the fear that an increase would cause more residents to burn their brush. Mr. Hultgren also promised to again investigate the possibility of recycling a larger variety of plastics.

Mr. Clouette moved and Mr. Hawkins seconded to adopt the amendments to the Refuse Fee Schedule as proposed by staff and endorsed by the Solid Waste Advisory Committee with the exception of the increase for brush, which will be \$10 per cubic yard, which amendments and revised fee schedule shall be effective October 1, 2007.

Motion passed unanimously.

Mr. Paulhus moved and Mr. Clouette seconded to adjourn as the Mansfield Resource Recovery Authority and reconvene as the Town Council.

Motion passed unanimously.

4. Community/Campus Relations

The Mayor reported on her attendance at a conference on Town/Gown relationships and stated that although Mansfield is far ahead of the game she was able to bring back some new ideas.

5. Community Water and Wastewater Issues

No Comments

6. Mansfield Charter Revision Commission Report

Attorney O'Brien outlined the process noting that the Council has 15 days to report back to the Charter Revisions Commission.

Mr. Haddad moved and Mr. Clouette seconded to schedule a Special Town Council Meeting at a date to be determined, for consideration of the Draft Report of the Mansfield Charter Revision Commission.

Motion passed with Mr. Schaefer abstaining.

7. Fiscal Year 2007/2008 Mill Rate

Mr. Haddad moved and Mr. Clouette seconded, to take from the table the resolution to set the Fiscal Year 2007/2008 Mill Rate.

Motion passed unanimously.

Mr. Haddad moved and Mr. Hawkins seconded the following resolution:

BE IT RESOLVED: That the Tax Rate for the Town of Mansfield for Fiscal Year 2007-2008 be set at 23.87 mills, and the Collector of Revenue be authorized and directed to prepare and mail to each taxpayer tax bills in accordance with the Connecticut General Statutes, as amended, and that such taxes shall be due and payable July 1, 2007 and January 1, 2008

Motion passed unanimously.

VII. NEW BUSINESS

8. Social Activities Group

Town Council members expressed support for the program

VIII. QUARTERLY REPORTS

IX. DEPARTMENTAL AND COMMITTEE REPORTS

X. REPORTS OF COUNCIL COMMITTEES

XI. REPORTS OF COUNCIL MEMBERS

Mayor Paterson recalled some of the accomplishments of Dorothy Goodwin. She described her as a pioneer for women and visionary in her views of education.

XII. TOWN MANAGER'S REPORT

XIII. FUTURE AGENDAS

Ms. Koehn requested that the Council establish or review the policy regarding how to handle changes in revenue expectations, especially when the revenue is significantly larger than expected. Mr. Smith, Finance Director, stated that currently such funds are used for one-time expenses and to pay off future expenditures, but he will check to see if the policy explicitly states this.

Members requested that composting and the recycling of plastics be a future agenda item.

Jeff Smith also stated that Jamie Russell, Director of Information Technology will attend a future meeting to discuss among other things the blue sky initiative.

XIV. PETITIONS, REQUEST AND COMMUNICATIONS

9. Chronicle, June 5, 2007, Mansfield PZC to Approve Downtown Plan”
10. Fiscal Year 2005-2006 Annual Report
11. June 18, 2007 Public Hearing on Proposed Driveway Work on 112 Dog Lane
12. Press Release re: New Director of Information Technology

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

Ms. Blair moved and Mr. Paulhus seconded to adjourn the meeting at 9:50 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

June 11, 2007

Town of Mansfield
Town Council
4 South Eagleville Road
Storrs, Connecticut 06268

Dear Council Members:

My first concern about the recommendations of the Charter Commission is that tax payers who are not residents of Mansfield will no longer be able to vote for the Budget. I believe that any taxpayer paying at least \$1,000 should be able to continue to vote. I would not change the Charter with respect to this.

My second concern is well known and was expressed by close to 30 residents at the Charter Commission Public Hearing and was the reason for the petition to the Council to begin with. It is accessibility to vote. As I asked at the recent May Town Meeting: What do those doctors, nurses and staff who work at Windham Hospital, Natchaug Hospital, and the Mansfield Rehab Center, and the workers at Big Y, Store 24, the Town Police force and fire departments, and many employees at UConn, and so on, have in common? Many of these residents must work second shift and therefore are unable to attend a Town Meeting on a Tuesday night in May to participate in the current voting process.

Many of the Charter Commission members have stated they do not see why someone who works cannot get off one night a year to come to the Town Meeting. I hope that the Council will see this differently and side with the minority on the Commission who felt accessibility was not adequately addressed by the proposed changes. Clearly, we cannot ask those who work in public safety and the medical fields or other vital businesses in Town to shut down so they can come to vote.

I would ask the Council to consider the following simple proposal:

1. The Board of Education and Town Council would continue as usual to plan for, discuss and present a budget for public comment at their respective meetings.
2. A Town Meeting would be held similar to the Budget Meeting to receive public comment and for questions and answers. No vote would occur at this meeting.
3. From the feed back received at the meeting the respective boards could meet to revise or make no changes to their budgets, based on the input from voters.
4. The Council would then present the entire budget for a referendum vote at a meeting that hopefully could occur on the same date as the Region 19 budget vote.

I believe the council can move forward with many of the changes proposed by the Commission but could separate the process on the deciding the way the Budget is approved from the other proposed changes. I believe you should consider putting the issue itself on a referendum and ask voters what they would like—ask them if they want accessibility for all by referendum or whether they want to continue the Town Meeting voting process. I would recommend doing this with the fall elections and let the result, while not necessarily binding, help the Council to decide how it will proceed with respect to the budget voting process in the Charter.

Respectfully submitted.

A handwritten signature in black ink, appearing to be 'Charlie Eaton', written over a printed name.

Charlie Eaton
89 Lorraine Drive
Storrs, Connecticut 06268

Innened by voter no-shows

VOTER TURNOUT			
	Registered voters (approx.)	2004 turnout (presidential race)	2006 turnout (last approved local budget)
Andover	2,217	65%	26%
Ashford	2,806	80%	19%
Chaplin	1,288	78%	22%
Columbia	3,573	87%	6%*
Coventry	7,657	82%	23%
Eastford	1,095	85%	2%*
Franklin	1,244	84%	27%
Hampton	1,222	88%	21%
Hebron	6,000	85%	21%
Lebanon	4,592	84%	15%
Mansfield	10,086	78%	1%*
Scotland	1,050	83%	5%*
Willington	3,200	84%	10%
Windham	14,035	58%	8%

* Estimated turnout. Budgets approved at town meetings.

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be a thankless task.
Lynne Weeks, Republican registrar of voters for Windham, said it is beyond her why people wouldn't take a few minutes out of one day to vote on a budget that controls the town they live in for 365 days a year.
She, for one, is tired of hearing

people complain about the go-ings on around town, but not bothering to exercise their opportunity to bring about change when they have the chance.
While 58 percent of Windham residents voted for the president in 2004 (the lowest turnout of
(Town's Page 7)

method for the town to combat the problem.

"One of the things we've created is a talent bank for interested volunteers through our web site," said Strid. "They can go online and fill out a form of interest to let us know what they're interested in. It lets us know what they could be interested in serving on and we can start having people available."

Ashford First Selectman Ralph Fletcher said there are always people interested in serving on so-called major boards like the board of selectmen and land-use commissions that make decisions that tend to be reported by the media or discussed more often by residents.

However, it is the alternate positions and the lesser-known boards that have vacancies that are problematic to fill.

"We're fortunate that we have good people volunteer for the planning and zoning commission but for the other, smaller boards, we have to deal with vacancies," said Fletcher.

For a small town like Franklin, there are myriad problems to deal with when trying to find volunteers.

According to First Selectman Richard Matters, the biggest hindrance to getting people to volunteer is that modern life that has left precious little free time.

"It's my opinion, but people are very busy, wrapped up in their

VOTER TURNOUT AVERAGE:

REFERENDUM - 19.2%

TOWN MEETINGS - 3.5%

MANUSFIELD - 1%

DISTRICT 19 REFERENDUM - 380 PEOPLE

380% BETTER THAN TOWN MEETINGS

Town of Mansfield/Mansfield Board of Education

	ACTUALS								GOVERNOR'S PROPOSED	APPROPS. PROPOSED
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2008
Pequot Grant	2,903,714	2,950,637	3,074,999	2,128,664	1,714,079	1,337,580	1,436,767	613,032	1,004,952	1,138,558
PILOT	4,089,830	4,778,666	5,055,929	4,549,319	4,797,040	6,343,657	7,703,004	7,620,956	7,331,356	8,531,707
ECS	7,502,339	7,929,496	8,353,143	8,511,525	8,429,729	8,522,606	8,780,560	8,804,430	9,722,952	9,714,841
State Revenue Sharing			472,523					359,404		
Total Actual	14,495,883	15,658,799	16,956,594	15,189,508	14,940,848	16,203,843	17,920,331	17,397,822	18,059,260	19,385,106
% Incr (Decr)		8.0%	8.3%	-10.4%	-1.6%	8.5%	10.6%	-2.9%	3.8%	11.4%
	BUDGET								MANAGER'S PROPOSED	PROPOSED ADJUSTED
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2008
Pequot Grant	2,852,782	2,960,570	3,059,920	2,687,660	1,361,183	1,764,300	1,474,330	1,256,558	1,004,952	1,004,952
PILOT	2,962,360	4,768,740	5,045,900	4,577,463	4,790,570	5,945,550	7,149,920	7,597,690	7,331,356	7,806,360
ECS	7,519,690	7,947,820	8,372,330	8,511,184	8,397,650	8,440,790	8,695,310	8,804,430	9,222,952	9,222,950
State Revenue Sharing										
Total Budget	13,334,832	15,677,130	16,478,150	15,776,307	14,549,403	16,150,640	17,319,560	17,658,678	17,559,260	18,034,262
									-0.6%	2.1%
VARIANCE - OVER (UNDER) BUDGET										
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2008
Pequot Grant	50,932	(9,933)	15,079	(558,996)	352,896	(426,720)	(37,563)	(643,526)	-	133,606
PILOT	1,127,470	9,926	10,029	(28,144)	6,470	398,107	553,084	23,266	-	725,347
ECS	(17,351)	(18,324)	(19,187)	341	32,079	81,816	85,250	-	500,000	491,891
State Revenue Sharing			472,523					359,404	-	-
Total Variance	1,161,051	(18,331)	478,444	(586,799)	391,445	53,203	600,771	(260,856)	500,000	1,350,844

SPECIAL MEETING-MANSFIELD TOWN COUNCIL
JUNE 19, 2007

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 7:00 p.m. in the Council Chambers of the Audrey P. Beck Building.

I. ROLL CALL

Present: Clouette, Duffy, Haddad, Hawkins, Koehn, Paterson, Paulhus,
Schaefer
Absent: Blair

II. NEW BUSINESS

1. Discussion of Charter Revision Commission Proposals

Mayor Paterson commented that tonight's meeting is the Town Council's opportunity to discuss the changes proposed by the Charter Revision Commission and to recommend changes to that proposal. The Council agreed to work through each section, as needed.

Section C302A

Mr. Clouette moved and Mr. Haddad seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section C302 to read, "The members of the Council shall meet at 7:30 p.m. on the fourth Monday of November following their election..."

Motion passed unanimously.

Section C304

Mr. Schaefer moved and Mr. Clouette seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section C304 by eliminating Section B, which is addressed in a current ordinance.

Motion passed unanimously.

Section C307 and Section C308

By consensus the Town Council agreed to the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section 307 and Section 308 by adding the words, "if available" after the references to the Town's website and the Town's cable TV channel.

Section C402

Mr. Clouette moved and Mr. Haddad seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section C402 to read:

"Developing a budget proposal is the responsibility of the Town Manager, with guidance from the Town Council. Participating in the process, from the presentation of the Manager's budget proposal to the final adoption of the budget, is the right and responsibility of the citizens of Mansfield..."

Motion passed unanimously.

Section C405

Mr. Hawkins moved and Mr. Haddad seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission reinstate the right of property owners to vote in Town Meetings.

In a friendly amendment the following wording was suggested:

"...any person who is an elector of such town may vote and any citizen of the United States of the age of eighteen years or more, who jointly or severally, is liable to the town for taxes assessed against him on an assessment of not less than one thousand dollars on the last completed grand list of such town may vote."

Council members urged the Commission to review the wording and exemptions found in Section 7-6 of the Connecticut General Statutes,

Motion passed unanimously.

Ms. Koehn moved and Ms. Duffy seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section C405A to read:

"This meeting shall consider the budget presented to it by the Town Council and may approve, lower or raise the amount of any such item."

“...this Meeting shall also approve, lower or raise any line item.”

Motion passed unanimously.

Mr. Haddad moved and Mr. Clouette seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission review the use of the term “line item” in Section A and reconcile its use with the language in Section C403C.

Motion passed unanimously.

Ms. Koehn moved and Mr. Paulhus seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section C405A to require that the budget approved at the Town Meeting automatically be subject to a referendum vote.

Motion failed with Ms. Koehn and Mr. Paulhus in favor and all others opposed.

Mr. Clouette moved and Mr. Schaefer seconded the following resolution:

RESOLVED, That the Town council recommend that the Mansfield Charter Revision Commission, should retain the provision for a petitioned referendum in the final report, change Section 405B(1) to read:

“The petition shall be in the form prescribed in Section C and signed by at least two hundred (200) of the qualified voters of the town as determined by the revised registry list last completed.”

and Section 405B(4) to read:

“ A majority of the electors voting vote against the budget.”

and Section 405D to read:

- (1) “If repeal of the budget succeeds, should the town budget portion be revised to be higher of lower?”
- (2) “If repeal of the budget succeeds, should the school budget portion be revised to be higher or lower?”

Ms. Koehn requested that the motion be divided.

Mr. Clouette moved and Ms. Koehn seconded to approve the changes to Section 405B (1) as described above.

Motion passed with Ms. Paterson in opposition.

Mr. Clouette moved and Mr. Schaefer seconded to approve the changes to Section 405B(4) as described above.

Motion passed with Ms. Paterson in opposition.

Mr. Clouette moved and Mr. Schaefer seconded to approve the changes to Section 405(D) as described above.

Motion passed unanimously.

Mr. Clouette moved and Mr. Paulhus seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission alter Section 402, Section 404 and Section 405 to state that the Town Council will adopt a budget schedule, eliminating specific dates, and that the Town Meeting shall take place no later than the second Tuesday in May.

Motion passed unanimously.

Section 502B(4)

Mr. Schaefer moved and Mr. Paulhus seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section 502B(4) to read:

“Submit to the Town Council and make available to the public complete reports on the finances and on the administrative activities of the Town as of the end of each fiscal year.”

Motion passed unanimously.

Section C603

Mr. Haddad moved and Mr. Clouette seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission strike Section C603 in its entirety and change Section C304 to read:

“The Town Council shall adopt an ordinance setting standards of ethical behavior expected from elected officials, appointed officials and public employees and shall establish mechanisms for the enforcement of ethical standards.

Motion passed unanimously.

Section C701

Mr. Haddad moved and Mr. Hawkins seconded the following resolution:

RESOLVED, that the Town Council recommend that the Mansfield Charter Revision Commission change Section C701A to read:

“The Town Council shall review the Charter at least every five (5) years to determine if a Charter Revision Commission shall be established.”

Motion passed unanimously.

Mr. Clouette moved and Ms. Koehn seconded that the Town Council, on behalf of the citizens of Mansfield, express their appreciation to members of the Charter Revision Commission for all their hard work and bringing forth this document.

Motion passed unanimously.

III. **ADJOURNMENT**

Mr. Paulhus moved and Mr. Hawkins seconded to adjourn the special meeting at 9:10 p.m.

Motion so passed

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Jeffrey Smith, Director of Finance
Date: June 25, 2007
Re: Architectural/Engineering Study for Modifications to Mansfield Public Schools

Subject Matter/Background

As you know, at your May 29, 2007 meeting the Town Council authorized the issuance of bonds to finance the architectural/engineering study for the Mansfield Public Schools Modification Project. On Monday night, we will be asking the Special Town Meeting to approve the same.

Staff is requesting this action for two reasons: 1) we have not budgeted for the study and need to establish a legal appropriation for auditing reasons; and 2) if the larger project is not ultimately approved by the voters we may need bond funding to pay for the study.

Financial

The total estimated cost of the study is \$137,500. If the project is approved by the voters and by the legislature for a state school construction grant, the study will be reimbursed by the state for approximately 70-75 percent.

Legal Review

At the time the bonds are issued for the project, the town's bond counsel will be required to prepare the necessary bond resolutions.

Recommendation

If the bond issuance is approved by the voters at the special town meeting, staff recommends that the Town Council adopt a declaration of official intent with respect to the reimbursement of any temporary advances of available funds from the proceeds of subsequent tax-exempt borrowings.

If the Town Council supports this recommendation, the following resolution is in order:

WHEREAS, by resolutions adopted by the Town Council at meeting held May 29, 2007 and by the Town Meeting held June 25, 2007, the Town of Mansfield appropriated \$150,000 to conduct an architectural/engineering study for modifications to Mansfield Public Schools, with the intent that such appropriation be financed through borrowings;

NOW, THEREFORE, RESOLVED, that the Town of Mansfield hereby declares its official intent of the Town under Federal Income Tax Regulation Section 1.150-2 that said \$150,000 appropriation will be funded initially from temporary advances of available funds and that (except to the extent reimbursed from grant monies) the Town reasonably expects to reimburse any such advance from the proceeds of borrowings for the aforesaid project in an aggregate principal amount anticipated not to exceed the amount of said appropriation. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to amend such declaration of official intent as they deem necessary or advisable.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager; Mary Stanton, Town Clerk
Date: June 25, 2007
Re: Mansfield Charter Revision Commission Report

Subject Matter/Background

On the advice of the Town Attorney, we have listed this item on tonight's agenda in case you wish to make any further recommendations to the Charter Revision Commission's report. All of the recommendations you have made to date are included within the June 19, 2007 Special Meeting minutes as prepared by the Town Clerk.

Tomorrow, the Town Clerk will officially transmit your recommendations to the Charter Revision Commission.

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager; Michael Ninteau, Director of Building and Housing Inspection
Date: June 25, 2007
Re: Proposed Amendment to Landlord Registration Ordinance

Subject Matter/Background

The Department of Building and Housing Inspection staff has identified an area within the text of the Landlord Registration Ordinance that should be amended. The Ordinance has been enforced for approximately 8 ½ months and the proposed revision is the result of an actual situation we have encountered. According to the Town Attorney there is no direct recourse for nonpayment of registration charges; therefore, an amendment would clarify intent and eliminate this loophole within the affected section.

Financial Impact

This change would have no financial impact to the Town.

Legal Review

The Town Attorney has prepared the proposed change to Chapter 152, Section 6:

“C. Each such nonresident owner or agent shall pay a fee of \$25.00 for each initial registration and a fee of \$10.00 for each notice of residential address change. **Any owner or agent who fails to pay any such fee at the time of registration or notice may be fined \$90.00.**”

Recommendation

In keeping with our customary procedure, staff recommends that the Town Council schedule a public hearing to solicit public comment regarding the proposed amendment to the Landlord Registration Ordinance.

If the Town Council supports this recommendation, the following motion is in order:

Move, effective June 25, 2007, to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on July 9, 2007, to solicit public input regarding the proposed amendment to Chapter 152, Section 6(C) of the Landlord Registration Ordinance.

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
From: Maria Capriola, Assistant to Town Manager; Gregory Padick, Director of Planning; Grant Meitzler, Assistant Town Engineer
Date: June 25, 2007
Re: Town Ownership of Riverside Cemetery in Gurleyville

Subject Matter/Background

The Association managing this cemetery is now down to only one member, Ms. Isabelle Atwood, and this precipitates the request for the Town to now take over this cemetery. This is consistent with the Town's policy regarding other cemeteries we have taken over in the past.

Financial Impact

Ms. Atwood indicates there is a small operating fund that will be transferred with the cemetery. Mr. Rudy Favretti has been developing a plan for additional cemetery space on an undeveloped parcel that goes with the cemetery. This plan would involve land clearing and minor improvements. Other costs should be limited to mowing and routine maintenance as with the other Town cemeteries. Mapping and the deed have already been prepared and are ready for completion of the transaction.

Legal Review

The Town Attorney has already reviewed the maps and deed and given his approval subject to successful Town Council action on the transfer. A referral under Connecticut General Statutes Section 8-24 to the Planning and Zoning Commission (PZC) is needed prior to Council action.

Recommendation

Staff recommends that this item be referred to the PZC for Section 8-24 review.

If the Town Council concurs with this recommendation, the following motion is in order:

Move, effective June 25, 2007, to refer the issue of Town Ownership of the Riverside Cemetery in Gurleyville to the Planning and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes.

Attachments

- 1) Copy of signed deed of transfer

SIGNATURE SHEET FOR APPROVAL TO RECORD DEEDS AND EASEMENTS

Name of Submitter Windsorville Cemetery

List of Documents

Coming to the Town:

for PZC/IWA conditions:

Transfer to Town -

Letter certifying pins and monuments have been placed ✓ GM-
Certificate of Title submitted _____

Town Planner

Approval as to required documentation and form of conservation easements and documents other than Public Works related

signature _____ date _____

Public Works

Approval as to required documentation and descriptions for public works

signature Grant McCallister date 5.11.07

Town Attorney

Approval to Record documents

signature Debra Bui date 06/14/07

Town Manager

Approval to Record documents

signature _____ date _____

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS SHALL COME, GREETINGS. We, THE RIVERSIDE CEMETERY ASSOCIATION of the Town of Mansfield, County of Tolland, and State of Connecticut, for consideration paid, do hereby grant to the TOWN OF MANSFIELD, a municipal corporation having place of business at 4 South Eagleville Road, Storrs, Conn. 06268, a certain piece or parcel of land in current use as a burying ground, being more particularly described and bounded as follows:

DESCRIPTION

A 0.9915 acres parcel of land located on the north side of Gurleyville Road, which land is more particularly described on a map entitled "Independent Resurvey, land of Riverside Cemetery Association to be conveyed to the Town of Mansfield, date: April 10, 2007, scale: 1" = 20 ft, Gurleyville Road, Mansfield, Conn.", prepared by the Mansfield Department of Public Works, and which map is on file in the Office of the Mansfield Town Clerk.

Beginning at a point, which point is the southerly or southwesterly corner of the herein described parcel and a southeasterly corner of land now or formerly of Moskowitz, and which point lies in the northerly streetline of Gurleyville Road, as deeded, and which point is marked by an iron pipe, being located about 110 feet easterly of the Fenton River;

thence along said land of Moskowitz, with bearing N 21° 11' 08" W for a distance of 19.77 feet to a point at a corner of stone walls;

thence continuing with the same bearing, along said land of Moskowitz, and a stone wall, for a distance of 145.25 feet to a corner of stone walls, and which walls contain the older burial areas of said cemetery;

thence continuing along said land of Moskowitz, with bearing N 11° 05' 52" E for a distance of 127.00 feet to a point marked by an iron pipe, and which point is a northwesterly corner of the herein described parcel and lies at said land of Moskowitz;

thence continuing along said land of Moskowitz, with bearing N 72° 29' 52" E for a distance of 106.00 feet to a point, which point is the northmost corner of the herein described parcel, and which point is marked by an iron pipe;

thence continuing along said land of Moskowitz, with a bearing S 68° 56' 22" E for a distance of 100.00 feet to a point at a corner of stone walls;

thence continuing along said land of Moskowitz, with the same bearing for a distance of 155.86 feet to a point at a corner of stone walls;

thence continuing along said land of Moskowitz, with the same bearing for a distance of 9.99 feet to a point in the deeded streetline of Gurleyville Road, and which point is a southeasterly corner of the herein described premises and is in a southwesterly line of said Moskowitz, and which point is marked by a found pile of stones and a set iron pipe;

thence continuing along said deeded streetline, with bearing S 68° 25' 00" W for a distance of 172.54 feet to the place and point of beginning.

Together with whatever right the grantor herein may have in areas "A" and "B", as shown on the above referenced map, which now exist as a result of the former relocation of Gurleyville Road.

Signed this 9th day of June 2007.

Witnessed by:

Mary Stanton
Mary Stanton
Christine Hawthorne
Christine Hawthorne

Signed:

Isabelle Atwood
its duly authorized

STATE OF CONNECTICUT |
COUNTY OF TOLLAND | ss: Mansfield

Personally appeared:

Isabelle Atwood, signer and sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, before me,

Mary Stanton

MARY STANTON
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2010



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant to Town Manager; Dave Dagon, Fire Chief;
Cherie Trahan, Treasurer/Controller
Date: June 20, 2007
Re: Successor Collective Bargaining Agreement with Local 4120, IAFF –
Firefighters

Subject Matter/Background

Staff has negotiated a proposed successor collective bargaining agreement with our firefighters union, and the union members have ratified that agreement. In accordance with our normal procedure, we are now presenting the proposed agreement to the Town Council for its review and consideration.

The highlights of the tentative agreement are as follows:

- Duration – the duration of the proposed agreement is three years (July 1, 2006 – June 30, 2009).
- Health insurance – Two of the plans (the Century Preferred PPO and the Bluecare POS) are similar to what the employees have in place now, but the new plans will have a higher cost share (percentage of premium paid by the employee) and higher co-pays for office and other visits. For example, in the first year of the contract the cost share on the PPO would increase from 6% to 12% percent of premium, and the cost share for the POS would increase from 2% to 8%.
- Retirement – under the tentative agreement, the town's contribution to retiree health and life insurance would increase from \$100 per month to \$140 per month for employees who retire after July 1, 2006.

For part-time employees the Town's contribution to their deferred compensation accounts would increase from 2% of salary to 3%.

- Wages – to offset some of the cost share and co-pay increases to the health insurance plans, the town has tentatively agreed to a 3.25% wage increase

for year one and a 3.5% wage increase for years two and three of the contract.

For part-time employees, a wage equalization plan has been proposed. Under this plan, part-time employees receive a general 3.25% wage increase in year one and 3.5% in years two and three. An additional adjustment of 2% occurs in year one, 3% in year two, and 3% in year three. At the end of year three, salaries for part-time employees will be at 75% of the full-time firefighter rate of pay.

These wage increases do compare favorably with the rate of inflation as measured by the consumer price index (CPI), which is currently running at 2.7% nationwide (for the period May '06 to May '07) and 2.3% for the Northeast Region (for the period May '06 to May '07). For calendar year 2006, the CPI increased 2.5% nationwide and 3.6% for the Northeast Region. (CPI Source: U.S. Bureau of Labor Statistics)

- Wellness - Employees that enroll in the department's voluntary physical fitness program will receive a free membership to the Mansfield Community Center. Enrolled employees must meet the requirements of the program to receive this benefit.
- Minimum Manning Study – the town is in the process of executing a memorandum of agreement to conduct a cooperative labor and management study to collect data and identify most appropriate staffing levels and configuration specific to the Mansfield Fire and Emergency Services.

Financial Impact

Staff estimates the value of the package to be \$1,314,178 in year one, \$1,414,040 in year two, and \$1,479,769 in year three, totaling \$4,207,987 during the three year duration of the contract. The overall percentage increase of the package from FY 2007 to FY 2009 is estimated at 12.6%.

The value of the package was determined based on wages (including overtime, longevity, holidays), various health insurance costs, various retirement related expenses, LTD, STD, life insurance and workers compensation premiums, clothing and tuition reimbursement, and discounts to the Mansfield Community Center. A summary spreadsheet is attached itemizing the value of the package.

Recommendation

Staff recommends that the Town Council authorize the Town Manager to execute the proposed successor collective bargaining agreement. We believe that the proposed agreement represents a fair and equitable package.

If the Town Council supports this recommendation, the following motion is in order:

Move, effective June 25, 2007, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and Local 4120 – IAFF (Firefighters) which agreement shall enter into effect on July 1, 2006 and expire on June 30, 2009.

Attachments

- 1) Summary of Changes to Collective Bargaining Agreement
- 2) Proposed Successor Collective Bargaining Agreement
- 3) Summary of Costs FY 2007- FY 2009

**Tentative Agreement
between the Town of Mansfield
and Mansfield Firefighters, Local 4120 - IAFF**

Subject Matter/Background

The Town of Mansfield and the Mansfield Firefighters, Local 4120, International Association of Firefighters, have reached a tentative agreement on a successor contract.

Article VII – Promotional Vacancies

This is a new article that incorporates certain language from a Memorandum of Agreement (MOA) dated March 28, 2006 between the Town and Mansfield Firefighters, Local 4120 – IAFF related to the Fire Captain Position.

The new article establishes that all promotions shall be in accordance with the Town’s Merit System and that notice of vacant promotional positions shall be posted on each union bulletin board for not less than five (5) working days.

Article VIII – Probationary Period

Language is added to this existing article that is also from the Memorandum of Agreement (MOA) dated March 28, 2006 between the Town and Mansfield Firefighters, Local 4120 – IAFF related to the Fire Captain Position.

The addition of language from the MOA identifies options that are available to an employee that does not successfully complete a promotional probationary period. Essentially, if an employee does not successfully complete the probation period he/she will have “bumping” rights under certain conditions. The language also identifies that an employee may use the grievance procedure, up to Step Two, if the employee fails the probation period and claims the decision by the department head was arbitrary, capricious or discriminatory.

Article X – Health Insurance

Two of the plans (the Century Preferred PPO and the Bluecare POS) are similar to what the employees have in place now, but the new plans will have a higher cost share (percentage of premium paid by the employee) and higher co-pays for office and other visits. For example, in the first year of the contract the cost share on the PPO would increase from 6% to 12% percent of premium, and the cost share for the POS would increase from 2% to 8%.

Article XIV – Holidays

Language is added to this existing article from a Memorandum of Agreement (MOA) dated September 23, 2005 between the Town and Mansfield Firefighters, Local 4120 – IAFF. The MOA clarified the use of leave on a Holiday, how it would impact the annual holiday payment, and extended “holiday leave” only to Full Time employees hired prior to July 1, 2005.

Part time employees will now be compensated at time and one-half when they work on an observed holiday.

Article XVII – Sick Leave

New language creates an Appendix F. Appendix F identifies the format that shall be used when the Fire Chief requires proof of the need for sick leave.

Section 17.6.b is deleted, this section had identified the conversion of accumulated sick leave into a Retirement Health Savings account for those firefighters that qualified after the original contract agreement.

Article XVIII – Bereavement Leave

The definition of “immediate family” has been changed to include the party to a valid civil union pursuant to PA 05-10.

Article XIX – Other Leave Provisions

Section 19.7 Separation Leave

This section will allow employees that retire under a normal or disability retirement in accordance with MERS provisions to utilize accrued vacation leave as separation leave. While on separation leave the employee would not accrue any form of paid leave, but would remain eligible for health benefits as he/she would as an active employee.

Article XX – Hours of Work, Work Schedules and Overtime

Section 20.4 This change concerns the payment of overtime; all hours worked in addition to the regular schedule shall be at time and one-half with the exception of hours taken as sick leave within the same pay period. Pay for time not worked on sick leave shall not be counted for the purposes of overtime.

Section 20.6 This is new language that compensates part-time employees a minimum of two (2) hours at straight time when they are called back to work after completing an assigned shift. All hours in excess of the FLSA limit are paid at time and one-half.

Section 20.7 This section addresses the issue of compensation to employees that respond to emergencies while they are off duty. It establishes a one (1) hour minimum payment to an employee that responds to calls during the initial stages of an incident. If the Officer in Charge commits the employee to perform work at an incident then the employee is compensated as per Section 20.5 or 20.6 depending on their status as a part-time or full-time employee. This section also states that the fire chief shall establish the response protocol that identifies the types of calls that qualify as an off duty response.

Article XXII – Employee Wellness Program

New language in this article establishes leaves of absence during which an employee that has failed to pass the annual physical examination is provided a reasonable period of time, in 30 day increments with the approval of the fire chief, within which to become fit for duty.

This article also provides membership to the Mansfield Community Center to those employees that enroll in the department's voluntary physical fitness program. Enrolled employees must meet the requirements of the program to receive this benefit.

The final section of this article incorporates language that provides for employees to participate in physical fitness, exercise, and/or weight training while on duty subject to approval of the fire chief.

Article XXIII – Wages

Existing full-time employees receive a 3.25% increase in year 1 and a 3.50% in years 2 and 3.

For part-time employees, a wage equalization plan has been proposed. Under this plan, part-time employees receive a general 3.25% wage increase in year 1 and a 3.50% in years 2 and 3. An additional adjustment of 2% occurs in year 1, 3% in year 2, and 3% in year 3.

Article XXIV – Temporary Assignments and Appointments

This is a new article that incorporates some of the language that was agreed to in a Memorandum of Agreement (MOA) dated March 28, 2006 between the Town and Mansfield Firefighters, Local 4120 – IAFF related to the Fire Captain Position. It identifies how temporary vacancies in promotional positions shall be filled and how employees temporarily promoted into acting positions shall be compensated.

Article XXV – Retirement

The change in this article incorporates language related to the Town's contribution toward the cost of a retired employee's health insurance that was agreed to in a Memorandum of Agreement (MOA) dated May 5, 2005 between the Town and Mansfield Firefighters, Local 4120 – IAFF.

Article XXVIII – Health, Safety, and Training

The change to this article concerns the Town's contribution toward tuition for members of the fire department that participate in and receive a Grade of C or better for Fire and/or EMS related courses. It increases the contribution from \$675.00 to \$750.00 for part-time employees and \$1,000.00 for full-time employees.

Article XXIX – Uniforms and Equipment

This article provides that the Town will bear the cost of any changes to the department dress uniform and shall issue a dress uniform to an employee following their probationary period.

Article XXXI – Duration

This is a three year agreement (July 1, 2006 - June 30, 2009)

Appendix D – Memorandum of Understanding

This appendix has been altered; certain language contained in the appendix has been incorporated into the contract and any language that has not been moved to the contract shall remain as Appendix D.

Appendix D – Seniority

The changes to this appendix reflect updates due to full-time employee personnel changes.

Appendix F – Certificate from Licensed Health Care Provider

This appendix identifies the format that shall be followed when the fire chief requires proof of the need for sick leave.

Appendix G – Details of Anthem Century Preferred and Bluecare POS Plan

Memorandum of Agreement

Cooperative Labor and Management study to collect data and identify most appropriate staffing levels and configuration specific to the Mansfield Fire and Emergency Services.

COLLECTIVE BARGAINING AGREEMENT

between the

TOWN OF MANSFIELD

and

**MANSFIELD FIRE FIGHTERS, LOCAL 4120
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

July 1, 2006 – June 30, 2009

03/27/07

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF MANSFIELD
and
THE UNIFORMED PROFESSIONAL FIRE FIGHTERS OF CONNECTICUT**

**ARTICLE I
RECOGNITION**

- 1.1** The Town of Mansfield (the "Town") recognizes the Uniformed Professional Firefighters of Connecticut (the "Union") as the exclusive representative of all uniformed fire fighters employed by the Town, who are regularly scheduled to work at least twelve (12) hours weekly, with the exception of the Fire Chief and/or any chief or deputy chief who may be appointed by the Town in the future and meets the definitions of exclusion from the bargaining unit by the Connecticut State Board of Labor Relations.
- 1.2** For the purposes of this Agreement:
- a. A full-time employee is one who is regularly scheduled to work an average of forty-two (42) hours per week.
 - b. A part-time employee is one who is regularly scheduled to work fewer hours than an average of forty-two (42) hours per week.

**ARTICLE II
NON-DISCRIMINATION**

- 2.1** All provisions of this Agreement apply equally to all employees without discrimination on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation or disability except in the case of a bona fide occupational qualification or business necessity.

**ARTICLE III
NO STRIKE--NO LOCKOUT**

- 3.1** The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.
- 3.2** The Town agrees that it will not lock out the employees covered by this Agreement during its term.

- 3.3 Any or all employees participating in such strike or other prohibited activity described above in Section 1 shall be subject to disciplinary action by the Town up to and including discharge.

ARTICLE IV MANAGEMENT RIGHTS

- 4.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, responsibility and prerogatives of management of the affairs of the Town and direction of the workforce, including, but not limited to, the following.
- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
 - b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
 - c. To discontinue processes or operations or to discontinue their performance by employees.
 - d. To select and to determine the number and types of employees required to perform the Town's operations.
 - e. To employ, transfer, promote or demote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town. The Town may establish contracts or sub-contracts for operations provided that this right shall not be used for the purposes or intention of laying off bargaining unit employees, undermining the Union, discriminating against its members, or reducing the number of full-time Firefighter/EMTs.
 - f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Union.
 - g. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Town agrees to negotiate with the Union regarding any significant impact which any

change in job specifications may have on employees' wages, hours or other terms of employment.

- h. To ensure that related duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees.

ARTICLE V UNION SECURITY

- 5.1** As a condition of employment, all regular employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire, or, if the employee chooses not to become a member of the Union, then the employee shall pay an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.
- 5.2** The Town agrees to deduct Union dues and/or fees from the pay of those employees who voluntarily authorize such deductions in writing or agency service fees established by the Union for non-members. The Town shall submit same to the Secretary-Treasurer of the Union no later than the fifteenth of each month.
- 5.3** The deduction of Union dues and dues during any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of names of employees from whom wage dues deductions have been made.
- 5.4** The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.
- 5.5** No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation or whose earnings are insufficient to cover dues after taking other legally required deductions.
- 5.6** The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees and the cost of hearings caused by or arising out of the administration or enforcement of this article.

**ARTICLE VI
GRIEVANCE PROCEDURE**

6.1 The following terms are agreed to mean as stated below.

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town or an agent of the Town, at the Town's option. Nothing contained herein shall prevent an employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.
- b. "Days" are defined as week days (Monday through Friday) and shall exclude Saturdays, Sundays and holidays.
- c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

6.2 The following time limits are established regarding grievances.

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b. If an aggrieved person does not file a grievance in writing at Step 1 within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

6.3 Step One – Fire Chief.

Either the Union or an aggrieved employee who wishes to pursue a grievance shall present the grievance in writing to the Fire Chief within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The grievance shall set forth the underlying facts and references to the specific provisions of the contract which the Union or the employee claims have been violated. The Administrator shall, within seven (7) days after the receipt of the written grievance, arrange a meeting to discuss the grievance with the Union. Within seven (7) days following such meeting, the Administrator shall render his/her decision and the reasons therefore in writing to the grievant. A copy shall be sent to the Union representative designated on the grievance form.

6.4 Step Two - Town Manager.

If the grievant or the Union is not satisfied with the disposition of his/her grievance at Step One, the grievant or the Union may, within five (5) days of receipt of the decision at Step One, refer the grievance to the Town Manager. The Town Manager shall within seven (7) days after the receipt of the written grievance arrange a meeting to discuss the grievance with the Union. Within seven (7) days following such meeting, the Town Manager shall render his/her decision on the grievance in writing to the grievant with a copy to the Union.

6.5 Step Three - Arbitration.

Within fifteen (15) days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager in writing. If the grievance involves a suspension or discharge of an employee, the Union shall file the grievance with the American Arbitration Association and Arbitration shall proceed in accordance with the rules of the American Arbitration Association. Any other type of grievance may be filed with the Connecticut State Board of Mediation and Arbitration. All arbitrations shall proceed in accordance with the following:

- a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award that amends, adds to, subtracts from, or eliminates any provision of this Agreement. The arbitrator shall be bound by, and must comply with, all terms of this Agreement.
- b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties except as provided by law.

- c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.
- d. No employee may proceed to arbitration on his/her own; only the Union may submit a grievance to arbitration.

ARTICLE VII
(NEW ARTICLE per MOA)
PROMOTIONAL VACANCIES

Section 1: All appointments and promotions shall be made in accordance with the Town's merit system, including a review of the candidate's length of service, if any, with the Town.

Section 2: When the Town determines a promotional vacancy is to be filled, the Town agrees to post a notice of the vacant position on each Union bulletin board. The notice shall be posted for a period of not less than five (5) working days.

ARTICLE VIII
PROBATIONARY PERIOD

8.1 Every person appointed to a regular position or a new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than twelve (12) months as follows:

- a. For a full-time employee, for twelve (12) months following successful completion of training at the Fire Academy or equivalent training (equivalent to training for Firefighter I and II, Hazmat and Incident Command);
- b. For a part-time employee, for eighteen (18) months following successful completion of training at the Fire Academy or equivalent training (equivalent to training for Firefighter I and II, Hazmat and Incident Command).

Any leave or period of worker's compensation in excess of six (6) working days shall be excluded from the time counted as probationary period.

8.2 At any time during the probationary period, for a new full-time or part-time employee the Town Manager, in his/her sole discretion, may terminate an employee. Such

action shall be in writing to the employee. If an employee is discharged or disciplined during their initial probationary period, neither the employee nor the Union shall have any right to appeal such action through the grievance or arbitration procedure of this Agreement.

8.3 (Per MOA) An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the rank or classification occupied by the employee immediately prior to promotion if such a position is available and the employee remains qualified for that position. If such position is not available, the individual will be offered an appointment to a similar position for which s/he is qualified if there is a vacancy in such a position. If a position in the same rank or classification is not available, or if a similar position is not available, the employee may displace the least senior employee in the rank or classification occupied immediately prior to promotion, provided the employee remains qualified for that position and the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

If an employee who fails a promotional probation claims that the decision of the department head was arbitrary, capricious or discriminatory, said employee may process a grievance at Step Two of the grievance procedure but not beyond Step Two.

8.4 Nothing herein precludes the Town from extending an employee's probationary period by mutual agreement of the Town and the Union.

ARTICLE IX **DISCIPLINE**

- 9.1 No employee who has successfully completed the probationary period shall be discharged or suspended except for just cause.
- 9.2 Other than in the case of probationary employees, any discipline or discharge may be appealed through the grievance procedure of this Agreement.
- 9.3 Former employees who have been dismissed (and not reinstated either as a result of the grievance process or with the Town's agreement) or who resigned while charges were pending will not be rehired by the Town.

**ARTICLE X
INSURANCE PROGRAM**

10.1 Medical Insurance. For full-time employees and their dependents, the Town will maintain group membership in the Anthem Century Preferred and the Bluecare POS Option 1 Plans as set forth below. The details of the Anthem Century Preferred and the Bluecare POS Plan, including information concerning medical, vision and prescription drug coverage and employee co-pays, are summarized in Appendix G of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any of the two options.

- a. ~~Medical Insurance.~~ The medical plan for full-time employees shall be the Anthem Blue Cross Century Preferred PPO or Bluecare POS Option 1 plans, with a \$5.00 co-pay per visit for in-network services and a 80/20 with deductible co-pay program for out-of-network services. Choice of either plan is at the employee's discretion.
- b. ~~Vision Care.~~ The Town shall provide the Blue Cross Vision Care Rider or its equivalent for full-time employees. The Town shall also provide vision care coverage as contained in the Anthem Blue Cross Century Preferred PPO and Bluecare POS Option 1 plans for full-time employees.
- e. ~~Prescription Drug.~~ Prescription Drugs: The Town shall provide prescription drug coverage available through Century Preferred PPO Plan or the Bluecare POS Option 1 Plan. For the Century Preferred Century Preferred PPO, there will be a \$3,000 annual maximum and a \$5 co-pay for generic drugs, a \$15 co-pay for brand-name drugs and a \$25 co-pay for non-list drugs. For the Bluecare POS Option 1 plan, there will be an unlimited annual maximum and a \$2 co-pay for generic drugs, a \$7 co-pay for brand name drugs and a \$0 co-pay for drugs purchased through an offered mail order program for maintenance drugs.

10.2 The Town and full-time employees agree to share the cost of insurance premiums for the coverage outlined above. The employees are responsible on an annual basis for the percentage amounts listed below, with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>Effective</u> <u>April 1, 2007</u>	<u>Effective</u> <u>July 1, 2008</u>	<u>Effective</u> <u>July 1, 2009</u>
Bluecare POS Option 1	1% 8%	2% 9%	5% 10%
Century Preferred PPO	5% 12%	6% 13%	10% 14%

The Town shall continue to provide a program for payment of premium cost shares by pre-tax salary reduction, to the extent permitted by law.

- 10.3** Dental Insurance. Full-time employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits. Employees may elect to pay for this coverage through payroll deduction. Upon enrollment, employees and their dependents must remain on the plan for no less than two (2) years from the date of enrollment.
- 10.4** Life Insurance. The Town shall provide each full-time employee with group term life insurance, including accidental death and dismemberment benefits, in an amount equal to the employee's base salary as of July 1. The amount of insurance for each full-time employee shall be set each July 1 based on the employee's base salary at that date.
- 10.5** Change of Carriers. The Town may change the carriers or self-insure for any of the foregoing insurance provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages. The Town is required to obtain agreement from the Union that the benefits are equivalent or better, and such agreement shall not be unreasonably withheld.
- 10.6** Payment in Lieu of Health Insurance. An employee who elects to waive participation in the health insurance plans identified in Section 9.1 above shall be eligible for a payment in lieu of insurance in accordance with the Town's standard plan for such payments, including but not limited to completion of the required waiver of insurance forms provided by the Town. The amount of the payments in lieu of insurance shall be based on the level of coverage for which the employee was previously enrolled, and shall be as follows:
- a. individual coverage -- ~~\$1,000~~ **\$1,200**
 - b. individual plus one dependent - ~~\$1,200~~ **\$2,400**
 - c. individual plus two or more dependents - ~~\$1,400~~ **\$3,000**

ARTICLE XI

WORKERS' COMPENSATION

- 11.1** Injury Leave. A full-time employee who is disabled as the result of an on-the-job injury which is accepted as compensable under the Workers' Compensation Act shall be placed on injury leave. Employees on injury leave receive continuation of medical and life insurance benefits and continuation of seniority. When an employee is on injury leave, wages will be paid as follows:
- a. In the case of injuries causing temporary disability which necessitate absences of three (3) days or less, the Town shall pay the employee's full gross base pay for that time, since payments are not made under workers' compensation insurance for such benefits.

- b. For periods in excess of three (3) days but not exceeding six (6) months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence, based on the employee's regular base pay.
- c. Such injury leave may be extended to a maximum of an additional six (6) months upon the receipt of the Town of the written opinion of the employee's physician, or one furnished by the Town, prior to the initial six (6) month period, that the employee will be capable of resuming his/her duties within such extended six (6) month period.

11.2 Light Duty. The Town shall offer "light duty" to a full-time employee who is temporarily unable to perform the full duties of a firefighter/EMT as a result of an injury that is compensable under the Workers' Compensation Act, subject to the following:

- a. The Town shall offer such light duty if work is available which the employee is able to perform, and only for so long as such work is available. Light duty assignments shall not be unreasonably withheld based on availability, and duration of work.
- b. The restrictions on the employee shall be as determined by a licensed medical practitioner.
- c. The nature and duration of the light duty shall be established by the Fire Chief.

An employee who is offered light duty and refuses the assignment shall forfeit any injury leave payment from the Town. The effect of such refusal on the employee's workers' compensation benefits shall be decided by the Workers' Compensation Commissioner.

The Town may offer "light duty" to full-time employees with other injuries at the discretion of and on approval of the Fire Chief.

ARTICLE XII COMPLETE AGREEMENT

12.1 It is understood and agreed that this agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain

collectively with respect to any subject or matter, whether or not referred to in this agreement.

**ARTICLE XIII
SEVERABILITY**

- 13.1 In the event any sentence or provision of this Agreement is determined to be void and unenforceable by an authority of competent legal jurisdiction, that sentence or provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

**ARTICLE XIV
HOLIDAYS**

- 14.1 The following shall be considered holidays for full-time bargaining unit employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day

- 14.2 In order to receive pay for an observed holiday, an employee must be in a work or paid leave status or other reason acceptable to the Town on the scheduled work days immediately preceding and following the holiday.

- 14.3 Holiday compensation will be in accordance with the following:

- a. Full-time employees shall receive one hundred twenty (120) hours of holiday pay per year. Holiday pay will be at straight time and shall be paid in two equal installments per fiscal year. Payment shall be prorated for new hires and for those who leave the Town prior to the end of the half-year for which payment has been made.
- b. **(Per MOA) Full-time employees who are scheduled to work on the day on which the holiday is observed may take the holiday off, with approved leave, if coverage can be provided. Full-time employees hired prior to July 1, 2005 may designate up to four (4) holidays per year as "holiday leave," if coverage can be provided. Any eligible full-time firefighter who utilizes this special holiday leave for a holiday shall have ten (10)**

hours deducted from his/her annual holiday payment, or shall reimburse the town if he/she has already received payment for that holiday. For example, if a full-time employee hired prior to July 1, 2005 takes Christmas Day as holiday leave and has already received payment for that holiday, he/she shall reimburse the town for ten (10) hours pay for that day.

- c. Full-time employees who work on the day on which the holiday is observed shall be granted one hour of compensatory time for each hour worked on the holiday, in addition to the compensation received for holidays under a above. Such compensatory time off shall be taken at a future date that is mutually acceptable to the employee and the Fire Chief. Such holiday time shall be taken not more than one hundred twenty (120) days following the holiday. Holiday time shall be taken in increments of four (4) hours.
- d. Part-time employees who work on an observed holiday shall be compensated at time and one half quarter **(1.50)** ~~(1.25)~~ their base hourly rate, ~~except that work on New Year's Day, Independence Day, Thanksgiving Day and Christmas shall be compensated at time and one half (1.5).~~
- e. For the purposes of this Section, the word "observed" will mean the day of the actual holiday or the date designated as the holiday by Conn. Gen. Stat. §1-4, as amended. In other words, if a holiday falls on Saturday, the individual who works on Saturday will be paid at the rate of time and one-half in addition to holiday pay while the individual who works on Friday will not be credited with working on a holiday. The same principle is applicable to holidays that fall on a Sunday and would otherwise be celebrated on the following Monday.

**ARTICLE XV
VACATION**

15.1 All full-time employees covered by this Agreement who have completed the probationary period and have completed the following periods of continuous service with the Town will receive paid vacation as follows:

One to four years of service	84 hours
Five through nine years of service	126 hours
Ten through nineteen years of service	168 hours
Twenty or more years of service	192 hours

In addition, for full-time employees hired prior to March 1, 2004:

Twenty-five or more years of service	210 hours
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- 15.2** The employee's anniversary date of continuous full-time paid employment with either the Town or the Mansfield Volunteer Fire Company or the Eagleville Fire Department will be used to determine the amount of vacation time due.
- 15.3** Selection of Vacation. Employees will be entitled to select their vacation periods subject to the approval of the Fire Chief. Vacation must be requested at least one week in advance, with consideration given first to those employees who submitted the request first, and among those submitting at the same time, to those with the longest seniority. Not more than one employee may be on vacation leave at any one time. The minimum amount of vacation that may be taken at any one time will be four (4) hours. In the sole discretion of the Fire Chief, vacation may be granted if requested with less than one week's notice and may be granted to more than one employee.
- 15.4** Maximum Accumulation of Vacation Leave. A full-time employee may carry over for a maximum of one (1) year a maximum of eighty-four (84) hours of vacation, which hours may be added to that employee's earned vacation as set forth in Section 14.1 above. On November first of each year, an employee may have on the books a total of eighty-four (84) hours of vacation in excess of his or her total annual accrual and any days in excess of that amount will be deleted from the employee's total vacation accrual.
- 15.5** Payment on Death or Separation. Upon death of an employee or separation from the Town, other than dismissal, an employee or the employee's estate shall be paid for accrued and unused vacation to a maximum of his/her current year's benefit plus eighty-four (84) hours carried over.

ARTICLE XVI PERSONAL LEAVE

- 16.1** All full-time employees covered by this Agreement who have completed their probationary period may request and the Fire Chief may grant up to a maximum of twenty-four (24) hours personal leave per fiscal year with pay for the purpose of:
- a. Personal business which cannot be conducted outside normal working hours.
 - b. Other good and sufficient personal reasons.

Except for emergencies, personal leave is not to be used as a substitute for vacation or other types of paid leave.

16.2 Except when leave is needed for emergency reasons, the employee must request personal leave in writing on such form as may be prescribed by the Town, stating reasons, at least forty-eight (48) hours in advance.

16.3 Personal leave will not be carried over from fiscal year to fiscal year.

ARTICLE XVII **SICK LEAVE**

17.1 Full-time employees will earn and accrue twelve (12) hours of sick leave per month up to a maximum of two hundred eighty-eight (288) hours for use for sick leave not covered by STD/LTD and for supplementing STD, and 245 hours to supplement LTD only. There shall be no payment of accrued sick leave on termination of employment.

17.2 Sick leave may be used in increments of four (4) hours. Sick leave may be used for the following purposes:

- a. Personal illness, physical incapacity, bodily injury or disease, which is not covered by workers' compensation from either the Town's or another employer.
- b. Enforced quarantine in accordance with public health regulations.
- c. To meet medical and dental appointments when the employee has made reasonable effort to secure appointments outside his working hours, provided the Fire Chief is notified at least one (1) week in advance of the day on which the absence occurs.
- d. Illness or physical incapacity in the employee's immediate family requiring the employee's personal attention and resulting from causes beyond his or her control, up to a maximum of twenty-four (24) hours per year.

17.3 Proof of Illness. The Fire Chief may require proof of the need for sick leave. Proof of the need for sick leave may include a certificate from a licensed health care provider, **in a format consistent with that set out in Appendix F**. Proof of the need for sick leave will not normally be needed for absences of less than two (2) shifts. For absences of two (2) shifts or more, proof of the need for sick leave will normally be required. Except as covered by the employee's health insurance plan, the cost to obtain medical certification to show proof of the need for sick leave will not be borne by the Town. The Town may investigate any absence for which sick leave is requested, including requiring an employee to submit to a medical examination.

17.4 Report of Illness. On the first shift of absence from work due to illness, the employee will report the illness to his or her supervisor at least one (1) hour before the beginning of the scheduled shift. Nothing in this section will preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

17.5 In addition to sick leave as provided above, each full-time employee shall be covered by the Town's short-term and long-term disability benefit programs. The key features of these programs are as follows:

Short-term Disability:

- Coverage for non-occupational illness or injury
- Elimination period – 13th day of accident or illness
- Benefit following the elimination period – 66 2/3 percent of weekly base pay to a maximum of \$1,500 per week
- Short-term absences covered for up to 11 weeks prior to commencement of long-term benefits
- Multiple periods of disability during any eleven-week period covered only if the separate occurrences are at least 14 days apart

Long-term Disability:

- Coverage for non-occupational illness or injury of the employee, other than child care, with a pre-existing condition exclusion for conditions incurred within three months of the plan's inception, with the three-month pre-existing condition exclusion waived after the employee has been insured for at least 12 months
- Elimination period – 90th day of accident or illness
- Benefit following the elimination period – 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month
- Long-term absences covered for up to two years if the employee is unable to perform the essential functions of his/her own occupation; thereafter if the employee cannot engage in any meaningful occupation. Mental disabilities covered for a maximum of 24 months
- Multiple periods of disability covered only if the separate occurrences are at least six months apart

- Benefits are offset by Social Security benefits

17.6 For full-time employees previously employed by the Mansfield Volunteer Fire Company or the Eagleville Fire Department:

- a. The employee shall retain in his/her leave bank the leave time accrued from March 10, 2003 to June 30, 2004, to a maximum of 144 hours.

**ARTICLE XVIII
BEREAVEMENT LEAVE**

18.1 In the event of a death in the immediate family, full-time bargaining unit employees will be entitled to up to three (3) consecutive work shifts of paid leave. All bereavement leave must be taken within one calendar week of the funeral or other service or the date of death, whichever is later. For the purpose of this Article, "immediate family" is defined as: spouse, party to a valid civil union pursuant to PA 05-10, children, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, great grandparents, grandchildren and any relation domiciled in the employee's household. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, an extra consecutive work shift off with pay will be granted.

**ARTICLE XIX
OTHER LEAVE PROVISIONS**

19.1 Family and Medical Leave. An employee who has completed at least one year's service and has worked at least 1250 hours during that year will be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"). An employee will be required to use all paid leave prior to unpaid leave. For the first three months after returning from an unpaid leave, the employee may use vacation leave with the permission of the Fire Chief, who will not unreasonably deny such a request. Requests for and inquiries concerning FMLA leave will be submitted to the Town Manager's office.

19.2 Leave Without Pay. The Town Manager may grant a full-time employee leave of absence without pay and without benefits or accrual of seniority for good cause, other than pursuit of alternative employment, for a period not to exceed six (6) months. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the Town's interests. No leave without pay shall be granted except upon written request of the employee

and a signed statement by the employee promising to serve the Town for a minimum of one (1) year after return from such leave.

19.3 Court Appearance or Administrative Hearing. A full-time employee subpoenaed or directed by proper authority to appear as a witness for a federal, state, county or municipal government, in a matter related to official duty, shall be granted leave with full pay for the period he/she is to appear. Regular part-time employees whose normal work week is 20 hours or more shall receive pay pursuant to this section in proportion to their normal work week.

An employee who is a principal in, or is subpoenaed in connection with private litigation whether or not subpoenaed, must use vacation, personal leave or leave without pay in order to appear in court or in any other proceeding.

19.4 Military Leave. Military leave shall be granted in accordance with State and Federal laws governing such leave.

19.5 Union Business Leave.

- a. The Union President and one (1) other Union official designated by the Union shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.
- b. One Union official designated by the Union shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of processing grievances and prohibited practice complaints when such meetings take place at a time during which the Union official is scheduled to be on duty.

19.6 Special Leave.

Each full-time employee shall be granted special leave, with pay, for any shift or half-shift on which he/she is able to secure another full-time employee to work in his/her place provided:

1. Such substitution does not impose any additional costs on the Town;
2. Such substitution does not cause the Department to be without a qualified employee to fill each of its positions. Such substitution shall be within classification only, and the substitute must be qualified to perform all the duties of the position involved;
3. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees;

4. Such substitution is not used in a manner that consistently alters or modifies an employee's basic work schedule;
5. Such substitution does not result in an employee working more than three consecutive shifts in order to work for an employee on special leave;
6. The Fire Chief shall be notified in writing on an approved form at least seventy-two (72) hours in advance. The Administrator may, in his discretion, permit notice of less than seventy-two (72) hours, in the case of a personal emergency;
7. In each calendar month, no employee shall exchange more than two (2) shifts or half shifts of special leave. If one or more additional exchanges are requested, they may be granted only with approval of the Fire Chief. Except for attendance at approved fire or EMS related training/education, substitutions shall not exceed twenty-four (24) per calendar year. Additional exchanges shall be at the discretion of the Fire Chief;
8. The substitution shall not interfere with the operation of the Department. Special leave shall not be permitted if such special leave is in conflict with the needs of the Department;
9. An employee may not make a monetary payment to another employee instead of working a shift or half-shift of special leave.

Provision 7 above shall be implemented at the same time as the new work schedule set forth in Article XIX.

19.7 Separation Leave

An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System may utilize his/her vacation accrued at the time of retirement, subject to the maximum time allowed, as separation leave. While on separation leave, the employee will not continue to accrue any form of paid leave, but will retain his/her health insurance benefits as he/she would as an active employee.

ARTICLE XX
HOURS OF WORK, WORK SCHEDULES AND OVERTIME

- 20.1** The provisions of this Article shall take effect on such date as the Fire Chief deems it feasible to modify the current work scheduling practices. It is estimated that the effective date shall not be earlier than July 1, 2004.
- 20.2** The work schedule for full-time fire fighters shall be as follows:
- a. Each work shift shall be twelve (12) hours.
 - b. There shall be two shifts per day, one commencing at 6:30 a.m. and one commencing at 6:30 p.m.
 - c. Each full-time fire fighter's schedule shall provide:
 - Three days or nights on
 - Three days or nights off
 - d. Full-time fire fighters shall rotate between day and night shifts.
 - e. The average work week for full-time fire fighters shall be forty-two (42) hours per week.
- 20.3** Part-time fire fighters may be scheduled to work four-hour, six-hour, eight-hour or a twelve-hour shifts or any combination thereof, in the discretion of the Fire Chief or designee.
- 20.4** A full-time employee shall be paid time and one-half for any and all hours worked in addition to hours of his/her regular full-time schedule with the exception of hours taken as sick leave **within the same pay period**. Pay for time not worked on sick leave shall not be counted for purposes of overtime. A part-time employee shall be paid at time and one-half his or her regular, straight time hourly rate for all hours actually worked in excess of the FLSA limit.
- 20.5** A full-time employee who is called back to work after completing his or her regular shift and leaving the premises shall be paid a minimum of two (2) hours at time and one-half.
- 20.6** **A part-time employee who is called back to work after completing an assigned shift and leaving the premises shall be paid a minimum of two (2) hours at straight time, except that all hours worked in excess of the FLSA limit shall be paid at time and one-half his or her regular, straight time hourly rate.**

- 20.7 An employee that responds to calls for service, while off duty, and arrives on-scene during the initial stage of an incident shall be paid a minimum of one (1) hour as per 20.5 if a full-time employee and 20.6 if a part-time employee. If the Officer-in-Charge commits the responding employee to perform work at an incident(s) the employee shall be paid as per 20.5 if a full-time employee and 20.6 if a part-time employee for all time worked related to the incident(s). The fire chief shall establish and may periodically review and revise the response protocol that identifies the type of calls for service and circumstances that qualify as an off-duty response under this section.

ARTICLE XXI SUBSTANCE ABUSE

- 21.1 An employee shall not use or be under the influence of alcohol or illegal drugs, or abuse any legally prescribed drugs during the employee's working hours.
- 21.2 Employees shall be subject to testing for alcohol and drugs through a substance abuse program which shall be implemented on or about six (6) months after the signing of this agreement as follows:
- a. on a random basis;
 - b. based on reasonable suspicion that the employee is using or under the influence of alcohol or illegal drugs or has abused legally prescribed drugs during the employee's working hours;
 - c. following any injury or accident during working hours or in traveling directly to or from work.
- 21.3 The procedures for drug and alcohol testing shall be as set forth in Appendix A.

ARTICLE XXII EMPLOYEE WELLNESS PROGRAM

- 22.1 Each employee shall participate in a wellness program, as further set forth in this Article.
- 22.2 Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or State laws and regulations.
- a. The Town shall provide for each employee a complete physical examination, not less often than once in each twelve (12) month period. An employee shall be required to pass the physical examination and be certified as fit to perform the duties of his/her position as a condition of continued

employment. An employee who fails to pass the physical examination for reasons other than height to weight ratio shall be placed on a leave of absence and given a reasonable period of time within which to become fit for duty. During the first thirty (30) calendar days of such leave, an employee may use accumulated sick leave, **and then other accumulated paid leave or unpaid leave upon exhaustion of accumulated sick leave.** **Additional leave periods shall be granted in 30-day increments with the approval of the Fire Chief. For any such additional leave period granted by the Fire Chief, an employee may use accumulated sick leave, and then other accumulated leave or unpaid leave upon exhaustion of accumulated sick leave.** After thirty (30) calendar days or exhaustion of accumulated sick leave, whichever comes first, such leave shall be without pay.

- b. The annual physical examination shall be performed by a physician selected by the Town. The Town shall identify the criteria to be applied by the physician in conducting the examination and developing health related goals and objectives for the employee. An individual employee's medical information conveyed to the Town by said physician shall be limited to that which is relevant to the employee's participation in the wellness program and shall otherwise remain confidential.
- c. All employees shall make reasonable effort to comply with the guidelines of the height/weight chart of Appendix B. The Town shall assist fire fighters who fall outside of these guidelines with advice regarding physical fitness programs and/or dietary programs to aid in their efforts to comply with these guidelines consistent with sound medical advice and the employee's individual physical characteristics. Participation in a regular program of physical exercise as recommended and approved by the physician conducting the annual physical examination is required.
- d. If, at the time of the annual physical, the employee has failed to make reasonable progress toward the goals established the previous year, he/she shall no longer be considered a participant unless he/she makes such reasonable progress within ninety (90) days thereafter, as certified by the physician.

22.3 All employees who currently do not smoke or are hired after January 1, 2004 shall be and remain non-smokers as a condition of continued employment. Any employee who wishes to quit smoking shall be referred to a smoking cessation program through the Employee Assistance Program. Employees shall have two opportunities to quit smoking through participation in a smoking cessation program. If the participant then continues to smoke or resumes smoking, he/she will no longer be considered a participant in the wellness program.

22.4 Employees who satisfy the requirements of this Article are eligible to receive the resident rate and a \$75 per year discount for annual memberships at the Mansfield Community Center.

22.5 Employees who are enrolled in the Fire Department's voluntary physical fitness exercise program shall receive at no cost an individual membership to the Mansfield Community Center.

a. Enrolled employees shall be responsible to meet the requirements of such program as set forth by the Town in order to receive the benefit above.

b. The requirements for the program shall be consistent with the requirements of the Wellness Program as set forth in this Article.

20.7 Employees may participate in physical fitness, exercise and/or weight training activities while on duty, subject to the following:

a. The type of activities must be approved in advance by the Fire Chief.

b. The employee must always be ready to promptly respond to a call for service or emergency.

ARTICLE XXIII WAGES

23.1 The wage rates for employees shall be as set forth in Appendix C.

23.2 The wage rates for full-time employees which are included in Appendix C reflect the following:

a) Effective July 1, ~~2006~~ 2003, a 3.25 three percent (3%) general wage increase and the previously established adjustments for phasing in equalization of hourly rates; and

b) Effective July 1, ~~2007~~ 2004, a 3.50 three percent (3%) general wage increase and the previously established adjustments for phasing in equalization of hourly rates; and

c) Effective July 1, ~~2008~~ 2005, a 3.50 three percent (3%) general wage increase.

~~23.2~~ Part time employees previously employed by the Mansfield Volunteer Fire Company shall be paid as follows:

~~\$14.34/hour — effective 07/01/03~~
~~\$15.55/hour — effective 07/01/04~~

Part-time employees previously employed by the ~~Eagleville Fire Department~~ shall be paid as follows:

~~\$15.08/hour — effective 07/01/03~~
~~\$15.55/hour — effective 07/01/04~~

Effective July 1, 2005, the top step for all part-time employees shall be \$16.02 per hour.

23.3 Step System. All newly hired employees shall be paid as follows:

Step 1: 0 – 1 year of service (including service time as paid member of Mansfield Volunteer Fire Company or Eagleville Fire Departments)	eight percent (8%) less than top step Fire Fighter/EMT (full-time or part-time as applicable)
Step 2: 1 – 2 years of service (including service time as paid member of Mansfield Volunteer Fire Company or Eagleville Fire Departments)	five percent (5%) less than top step Fire Fighter/EMT (full-time or part-time as applicable)
Step 3: 2 – 3 years of service (including service time as paid member of Mansfield Volunteer Fire Company or Eagleville Fire Departments)	three percent (3%) less than top step Fire Fighter/EMT (full-time or part-time as applicable)
Step 4: 3+ years of service (including service time as paid member of Mansfield Volunteer Fire Company or Eagleville Fire Departments)	Top step of Firefighter/EMT pay (full-time or part-time as applicable)

23.4 Effective July 1, 2005 full-time employees shall be eligible for longevity in accordance with the following schedule:

6-9 years of service	\$425
10-14 years of service	\$500
15-19 years of service	\$600
20 or more years of service	\$800

ARTICLE XXIV
(NEW ARTICLE per MOA)
TEMPORARY ASSIGNMENTS AND APPOINTMENTS

Section 1: Whenever an employee is required to temporarily work in a higher rank or classification for a full shift, such employee shall receive the next higher rate of pay for the higher rank or classification.

Section 2: If a vacancy is created which will cause a position to be unoccupied for more than thirty (30) days, the fire chief shall temporarily appoint an employee to serve in an acting capacity to fill the vacancy.

- a. **If a valid eligibility list exists for the vacant position, the employee standing highest on the eligibility list shall be temporarily appointed to that position.**
- b. **If a valid eligibility list does not exist for the vacant position, the chief shall temporarily appoint an employee to serve in an acting capacity. Such appointment shall be based upon qualifications, and then a review of the candidate's length of service, if any, with the Town.**

If the chief can reasonably determine that such vacancy may last more than thirty (30) days, the chief may appoint an employee any time from the first day of absence.

Section 3: Employees who temporarily serve in a higher rank or classification shall receive the next higher rate of pay for the higher rank or classification. Time served in a temporary or acting capacity shall not count towards seniority in the higher rank or classification, eligibility for salary step increases, qualification for promotional opportunities, or for any other purpose whatsoever.

ARTICLE XXV
RETIREMENT

25.1 Full-time Employees.

Effective July 1, 2005, all full-time employees shall be enrolled in the Municipal Employees Retirement System ("MERS") pension plan, with credit only for service on and after July 1, 2005. Contributions to the plan by the Town and employees shall be as required by MERS.

Except as provided in the parties' Memorandum of Understanding in Appendix D, the implementation of MERS shall replace the pension equalization program previously approved by the Town Council.

25.2 Part Time Employees. The Town shall establish a Section 457 retirement savings plan (the "Plan") for retirement savings for part-time bargaining unit employees. Said plan shall also serve as a Social security alternative for part-time bargaining unit employees.

- a. All part-time employees shall be required to contribute 5.5 percent of all earnings to employee accounts in the Plan.

- b. The Town shall contribute three ~~two~~ percent **(3%)** (~~2%~~) to each part-time employee's Plan account.

- 25.3** Deferred Compensation Plan. The Town shall continue to provide employees with the option of enrolling in a tax deferred savings plan(s), funded solely by employee contributions, to the extent permitted by law.
- 25.4** (Per MOA) Medical Insurance at Retirement. The Town shall permit a full-time employee who retires with at least twenty-five (25) years of continuous service to purchase the BlueCare or comparable POS medical insurance offered to active employees, under the Town's group policy, up to age 65 or until eligible for Medicare, and the Anthem Medicare Supplement Plan F or comparable insurance for those over 65. If a retiree under the age of 65 moves out of state, he/she shall have the option of enrolling in the Century Preferred Plan or comparable insurance. This coverage shall be subject to any restrictions set by the insurer or third party administrator. For the purpose of this provision, "service" shall include employment by the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department, as well as employment by the Town Fire Department. The Town shall contribute to this cost one hundred forty dollars **(\$140.00)** (~~\$100.00~~) per month and the employee the remainder. Such coverage shall be provided at the employee's request at the time of his/her retirement.
- 25.5** Life Insurance at Retirement. The Town shall permit a full-time employee who retires with at least twenty-five (25) years of continuous service to purchase up to \$10,000 of term life insurance under the Town's group policy, up to the age limit and any other restrictions set by the insurer. For the purpose of this provision, "service" shall include employment by the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department, as well as employment by the Town Fire Department.

ARTICLE XXVI OTHER PROVISIONS

- 26.1** Residence. All employees must reside in a location that permits them to arrive for duty within 30 minutes of the time they are called to report for duty. Any employee who, at the time this Agreement is implemented, lives a greater distance than allowed by this Section, shall not be required to relocate, but may not move to a residence that is at any greater distance than his/her current residence is from the Town line.
- 26.2** Outside Employment. An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Such outside employment shall be terminated if it is disadvantageous to the Town.
- a. The Town shall not be liable nor grant sick leave in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.
- b. Any full-time employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.

Any part time employment held at the signing of this contract which remains continuous shall be deemed in compliance with this Article.

In order to monitor compliance with this Section, an employee shall report his/her outside employment to the Fire Chief on such form as he shall prescribe.

26.3 Bulletin Boards. The Town shall provide a bulletin board or a designated section of a bulletin board in each building where employees are stationed, for the purpose of posting Union material. No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar notices, letters and memoranda. An officer of the Union shall sign all material.

26.4 Union Meetings and Business. The Union may use Town owned buildings for conducting Union meetings, provided such activity shall in no way interfere with the operations of the Town. A Union meeting schedule, subject to the approval of the Fire Chief, which shall not be unreasonably withheld, shall be provided by the Union no later than December 1 for the following calendar year. Special meetings may be added with the Fire Chief's approval, which shall not be unreasonably withheld.

If a Union meeting is held at the Town Hall, and apparatus are brought to the Town Hall, parking shall be in an area designated by the Town Manager.

26.5 Personal Property. The Town shall reimburse an employee for the documented cost of repair or replacement of eyeglasses or a watch, not to exceed \$100 or the actual cash value of such items, whichever is less, when such item is damaged or destroyed in the line of duty and not through the negligence of the employee.

26.6 Copies of Agreement. The Town shall provide each present employee and each new employee with a copy of this Agreement. The Town shall also provide five (5) copies to the Union as well as an electronic copy (on disk or by e-mail as agreed).

26.7 Personnel Files. An employee or his/her designated representative may examine his/her personnel file by making an appointment with the Town Manager or designee. Such appointment shall be scheduled during normal business hours of the Town Manager or designee, and a representative of the Town shall be present during the employee's review of the file.

26.8 Copies of Policies and Administrative Directives. The Town will provide copies of policies and administrative directives affecting the working conditions of the members of the bargaining unit to the Union.

ARTICLE XXVII **SENIORITY, LAYOFF AND RECALL**

27.1 Seniority shall be earned only by full-time employees. Seniority shall consist of an employee's length of full-time continuous service from the date of hire by the Town. Full-time employees who were employed full-time by the Mansfield Volunteer Fire Company or the Eagleville Fire Department prior to and

contiguous with their full-time employment by the Town shall be have their years of full-time employment with those departments added to their Town seniority. The Seniority list for the Town of Mansfield Career Fire Fighters is set forth in Appendix E.

- 27.2 Accrued Seniority shall not be reduced by any paid leave granted pursuant to this Agreement. For leave of absence without pay granted pursuant to this Agreement, seniority shall be bridged.
- 27.3 In the event that the Town deems layoffs to be necessary, the following procedures shall apply:
- a. Temporary and probationary employees shall be relieved of duty prior to the layoff of any regular employee.
 - b. If the Town decides to eliminate part-time hours or positions, the Town shall have the discretion to determine which hours or positions shall be eliminated.
 - c. If the Town decides to eliminate a full-time position, the Town shall lay off the least senior full-time employee. Further, the Town shall offer a part-time bargaining unit position to the laid off full-time employee, even if such requires the layoff of another part-time bargaining unit employee. The laid off full-time employee must be available to work the part-time hours and, if he is not, the employee shall be laid off.
 - d. **The Town shall not layoff full-time employees for the purpose of undermining the Union. Moreover, it is not the Town's intent to use this provision to convert the department from one with a combination of full-time and part-time employees to a department made up of part-time employees.**

- 27.4 A laid off full-time employee shall be placed on a reemployment and preferential hiring list for a period of eighteen (18) months from the date on which his/her layoff occurred. In the event of a full-time opening, reemployment shall be offered to the most senior person on the reemployment list. In the event of a part-time bargaining unit opening, such shall also be offered first to the most senior person on the list. An offer of reemployment shall be sent by certified mail to the last known address of the employee. Refusal to respond to an offer of reemployment within five (5) calendar days shall result in removal of the name of such employee from the reemployment list. Refusal to accept and to report to work within thirty (30) calendar days from receipt of a written offer of full-time reemployment, shall result in removal of the name of such employee from the reemployment list.

ARTICLE XXVIII

HEALTH, SAFETY AND TRAINING

- 28.1 The Town shall include a bargaining unit firefighter on the Town-wide safety committee as appointed by the Union President.
- 28.2 In addition, representatives of the Union and the Fire Chief shall meet quarterly, or more often if needed, to discuss matters of concern relating to health and safety in the Fire Department.

28.3 Training. Training shall be coordinated or approved by the Fire Chief and may include the following:

a. On Duty Training

The Fire Chief shall schedule all on duty training. During On Duty training, members shall remain available for emergency response.

b. Off Duty Training

When an employee is required by the Fire Chief to attend off duty training, the employee shall be compensated at straight time up to the FLSA limit. If the employee is required to return for training after leaving work, the employee shall be paid a minimum of two hours at straight time.

c. Mandatory Training

Mandatory training shall be scheduled and documented by the Fire Chief. Mandatory training shall include but not necessarily be limited to:

- Emergency Medical Technician re-certification training with such endorsements as are required for the level of response provided by the Fire Department.
- Hazardous materials training to the level provided by the Department as required by OSHA.
- Other courses in Fire Fighting, Rescue and Emergency Medical Services, which are applicable to the work performed by Fire Fighter EMT's employee's, at the discretion of the Fire Chief.

d. Elective Training

- Subject to prior approval by the Fire Chief, the Town shall pay the cost of training and provide coverage for on duty members of the Fire Department who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department.

28.4 Tuition Reimbursement. The Town shall contribute up to **\$750 per part-time employee and \$1,000** ~~\$675~~ per **full-time** employee per calendar year toward tuition for members of the Fire Department who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Fire Chief. **The Fire Chief may waive this maximum when there are uncommitted funds remaining after approved applications have been reimbursed.**

ARTICLE XXIX UNIFORMS AND EQUIPMENT

29.1 Dress Uniforms.

- a. All current employees shall continue to use the dress uniforms they presently have. In the event that the Fire Chief changes the dress uniform designated for the Department, the Town ~~and the employee~~ shall **bear** ~~equally share~~ the cost of the changed item(s).
- b. Upon completion of the probationary period, a new employee shall **be issued** ~~secure~~ a dress uniform **by the Town.** ~~which conforms to the dress uniform designated for the Department by the Fire Chief. The Town shall pay one half of the cost of such dress uniform and the employee shall pay one half of the cost.~~

29.2 Station Uniforms. The Fire Chief shall issue a Departmental standard for station uniforms, including any seasonal modifications permitted for such. All Station Uniforms shall comply with OSHA or NFPA standards. The Town shall provide the initial issue of station uniforms for new employees and shall provide initial issue required for any change in the uniform standard. After initial issue of station uniforms or uniform components issued for a change in the uniform standard employees are responsible for maintaining and ordering replacements as to insure they have an adequate number of Station Uniforms meeting the uniform standard in a condition as to portray a professional image.

29.3 Equipment. The Town shall continue to provide each employee with his/her own protective equipment which meets or exceeds OSHA or NFPA standards. This equipment shall include such fire suppression gear as designated by the Fire Chief, and subject to modification as standards and departmental needs change. The Town shall also maintain a reasonable number of sets of spare fire suppression gear to be used in cases where an employee's personal protective equipment has been damaged or contaminated, or is temporarily

out of service for repair or maintenance. The Town shall bear the cost for all issued protective equipment including cleaning, repair, and replacement as needed.

- 29.4** Uniform Replacement Procedure. Following the initial issue of station uniforms, replacement shall be through a provider selected by the Town, with each full-time employee having an annual limit of four hundred dollars (\$400.00) and each part-time employee having an annual limit of two hundred dollars (\$200.00) for replacement of Station uniform items initially issued or issued due to a change in the uniform standard.
- 29.5** Maintenance of Station Uniforms. Effective July 1, 2004, the Town shall arrange for cleaning services for station uniforms, either through a cleaning service or a local cleaning establishment. Effective July 1, 2004, each full-time employee shall have an allowance or credit for cleaning of up to two hundred dollars (\$200.00) per fiscal year and each part-time employee shall have an allowance or credit for cleaning of up to one hundred dollars (\$100) per fiscal year. The allowance or credit shall be prorated for newly hired employees based on date of hire.

ARTICLE XXX **MISCELLANEOUS**

- 30.1** Apportionment of Work. The Town affirms its intent to work toward more equitable distribution of workload among employees in the Fire Department. The Union acknowledges that the Town must allocate work to those qualified to perform that work, and that special expertise in certain areas may be recognized in making assignments outside of the routine activities of fire suppression, rescue and EMS.
- 30.2** Mutual Aid Response. The Town and the Union both acknowledge the value of mutual aid and the need for it in responding to many types of incidents. Therefore, nothing in this Agreement shall be deemed to limit the Fire Department's participation in mutual aid – either coming into the Town's service area or going out for assistance to other jurisdictions. However, the Town does not intend to use mutual aid in lieu of Fire Department services or as a means of diminishing work opportunities for employees. Whenever there is a mutual aid response either into or out of the jurisdiction of the Fire Department, the Fire Chief or his/her designee shall assess the incident and available resources, and call in personnel if deemed necessary to ensure proper coverage.

ARTICLE XXXI
DURATION

31.1 This Agreement shall be effective on signing, except where a particular provision specifies a different effective date, and shall remain in full force and effect through June 30, 2009 ~~2006~~.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year written below.

TOWN OF MANSFIELD

LOCAL 4120, IAFF

Matthew W. Hart, Town Manager

Matthew J. Flor, Staff Representative

David Dagon, Fire Chief

Uri S. Lavitt, President

Charles G. Cosgrove, Vice President

DATE: _____

APPENDIX A

DRUG AND ALCOHOL TESTING PROCEDURES

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Fire Department will be on a random basis, following any injury or accident during work hours or in traveling directly to or from work, or upon reasonable suspicion that a member is using or is under the influence of illegal drugs on duty, is abusing legal drugs or alcohol in a way that affects his/her performance, or is reporting for duty under the influence of drugs or alcohol.

TESTING BASED UPON REASONABLE SUSPICION

A member of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of the Fire Chief or an officer and, based upon the reliability and weight of such information, the Fire Chief or officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his/her or her duties.

A member of the department shall report the basis for his/her reasonable suspicion to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall decide whether to direct the member to submit to testing. Prior to so deciding, the Fire Chief, or his/her designee, may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test, shall result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a Breathalyzer test to be administered by an agent designated by the Administrator. If the Breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.

2. Initial drug screening will be conducted using Enzyme Immunoassay testing. No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.
7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. Each and every positive Enzyme Immunoassay test will be confirmed using Gas Chromatography - Mass Spectrometry. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Fire Chief that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The Department will deliver the

sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the member.

RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Fire Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay, and shall be subject to disciplinary action which may include discharge.

OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to testing.

Any member who voluntarily admits to the Fire Chief his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol in the course of random testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation program, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests, as provided in section 2 and 3 herein, shall be compensated pursuant to the terms of the collective bargaining agreement.
2. Any alteration, switching, substituting or tampering with a sample or test given under this agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.
3. Any violation of the confidentiality provisions of this agreement, if committed by an employee of the Town, shall be grounds for disciplinary action against the employee. The Town will also take appropriate action against a person and/or organization not employed by the Town for violation of the confidentiality requirements.
4. Notwithstanding anything to the contrary above, this agreement shall not abrogate nor in any way interfere with the Town's right to hire employees, promote employees, lay off employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to law. Furthermore, this agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Fire Department.
5. The Town and the Union agree that the provisions of this agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.
6. Separability - If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.
7. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, except for disciplinary matters.

APPENDIX B
 HEIGHT, WEIGHT AND BODY BUILD
 Male Firefighters

HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
60	106	141
61	109	145
62	112	148
63	115	151
64	118	155
65	121	160
66	124	164
67	128	169
68	132	178
69	136	182
70	140	187
71	144	193
72	148	199
73	152	205
74	156	214
75	160	220
76	164	228
77	168	235

78	172	243
79	176	251
80	180	258

* Individual No Shoes
 ** Weight Without Clothes

NOTE: A body fat measurement of 20% or less will pass a candidate even if he exceeds the maximum weight.

HEIGHT, WEIGHT AND BODY BUILD

Female Fire Fighters

HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
58	92	125
59	94	126
60	96	132
61	99	135
62	102	138
63	105	141
64	108	145
65	111	149
66	114	153
67	118	158
68	122	162
69	126	166
70	130	171
71	134	176
72	138	182

* Individual No Shoes
 ** Weight Without Clothes

NOTE: A body fat measurement of 25% or less will pass a candidate even if she exceeds maximum weight.

APPENDIX C

WAGES

HOURLY WAGE RATES FOR FULL-TIME EMPLOYEES EMPLOYED PRIOR TO DECEMBER 1, 2004

Effective Date	Rate	
7/1/03	\$20.45 — \$22.02 (Per prior wage equalization)	(For those previously employed by the Mansfield Volunteer Fire Company)
7/1/03	\$22.43	(For those previously employed by the Eagleville Fire Department)
7/1/04	\$23.11	
7/1/05	\$23.80	

HOURLY WAGE RATES FOR NEWLY HIRED FULL-TIME EMPLOYEES

Effective Date	0 — 1 Year of Service*	1 — 2 Years of Service*	2 — 3 Years of Service*	More than 3 Years of Service*
7/1/04	\$21.26	\$21.95	\$22.42	\$23.11
7/1/05	\$21.90	\$22.61	\$23.09	\$23.80

* For the purpose of wage rates, "service" shall include prior service as a paid member of the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department.

HOURLY WAGE RATES FOR PART-TIME EMPLOYEES EMPLOYED PRIOR TO DECEMBER 1, 2004

Effective Date	Rate	
7/1/03	\$14.34	(For those previously employed by the Mansfield Volunteer Fire Company)
	\$15.08	(For those previously employed by the Eagleville Fire Department)
7/1/04	\$15.55	

7/1/05	\$16.02	

HOURLY WAGE RATES FOR NEWLY HIRED PART-TIME EMPLOYEES

Effective Date	0—1 Year of Service*	1—2 Years of Service*	2—3 Years of Service*	More than 3 Years of Service*
7/1/04	\$14.31	\$14.77	\$15.08	\$15.55
7/1/05	\$14.74	\$15.22	\$15.54	\$16.02

* For the purpose of wage rates, "service" shall include prior service as a paid member of the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department.

FULLTIME Firefighter & Captain Salaries

	7/1/2005	7/1/2006	7/1/2007	7/1/2008
Firefighter Hourly Rate - Step 1 (0-1 year of service)	\$21.90	\$22.61	\$23.40	\$24.22
Firefighter Hourly Rate - Step 2 (1-2 years of service)	\$22.61	\$23.34	\$24.16	\$25.01
Firefighter Hourly Rate - Step 3 (2-3 years of service)	\$23.09	\$23.84	\$24.67	\$25.54
Firefighter Hourly Rate - Step 4 (3+ years of service)	\$23.80	\$24.57	\$25.43	\$26.32
Captain Hourly Rate - Step 1 (1st year of service)	--	\$25.56	\$26.45	\$27.38
Captain Hourly Rate - Step 2 (2nd year of service)	--	--	\$27.51	\$28.47
Captain Hourly Rate - Step 3 (3rd year of service & beyond)	--	--	--	\$29.61
Wage Increase %	--	3.25%	3.50%	3.50%

PARTTIME Firefighter & Captain Salaries

	7/1/2005	7/1/2006	7/1/2007	7/1/2008
Firefighter Hourly Rate - Step 1 (0-1 year of service)	\$14.74	\$15.60	\$16.85	\$18.17
Firefighter Hourly Rate - Step 2 (1-2 years of service)	\$15.22	\$16.11	\$17.40	\$18.76
Firefighter Hourly Rate - Step 3 (2-3 years of service)	\$15.54	\$16.45	\$17.77	\$19.15
Firefighter Hourly Rate - Step 4 (3+ years of service)	\$16.02	\$16.96	\$18.31	\$19.74
Captain Hourly Rate - Step 1 (1st year of service)	--	\$17.63	\$19.04	\$20.53
Captain Hourly Rate - Step 2 (2nd year of service)	--	--	\$19.81	\$21.35
Captain Hourly Rate - Step 3 (3rd year of service & beyond)	--	--	--	\$22.21

Wage Increase %	--	3.25%	3.50%	3.50%
% of Salary to FT	67.00%	69.00%	72.00%	75.00%

APPENDIX D

MEMORANDA OF UNDERSTANDING

Re: ~~Promotions and Acting Officers.~~ The Town and the Union agree to discuss a rank structure and promotable positions for career fire fighters, without prejudice to either party's position concerning these issues and without in any way impairing the Town's ability to contend that a particular topic or proposal is not mandatory subject of bargaining. Such discussions shall commence not later than 10/15/04, or 120 days following execution of this Agreement whichever is later.

Re: (RELOCATED) ~~Physical Fitness and Exercise While on Duty.~~ Employees may participate in physical fitness, exercise and/or weight training activities while on duty, subject to the following:

a. ~~The type of activities must be approved in advance by the Fire Chief.~~

b. ~~The employee must always be ready to promptly respond to a call for service or emergency.~~

Re: (RELOCATED) ~~Section 25.3.~~ The Town shall not layoff full time employees for the purpose of undermining the Union.

~~Moreover, it is not the Town's intent to use this provision to convert the department from one with a combination of full time and part time employees to a department made up of part time employees.~~

Re: (Per MOA) Retirement. **The parties agree that the mandatory retirement age for all full-time employees shall remain age 65, as prescribed by MERS.** Any full-time employee who leaves employment with the Town prior to the implementation of the MERS pension plan on July 1, 2005, shall be paid a lump sum at the time of separation equivalent to the net amount for all five payments that the employee would have received if the pension equalization program had been implemented.

The parties recognize that R. Chandler and C. Cosgrove may wish to remain employed on and after implementation of the MERS pension plan on July 1, 2005, but then leave employment without the five years required for vesting in MERS. If one of these employees remains employed on and after July 1, 2005 but leaves prior to vesting in MERS, that employee shall be paid a lump sum by the Town at the time of separation equivalent to the net amount the employee would have received for the three (3) 2001 and 2002 payments that the employee would have received if the pension equalization program had been implemented.

The parties recognize that there are three full-time employees with long service in the Eagleville Fire Department who may wish to remain employed on and after implementation of the MERS pension plan on July 1, 2005, but then leave employment without the five years required for vesting in MERS. These employees are R. Chandler, C. Cosgrove and/or G. Schaffer. If one of these employees remains employed on and after July 1, 2005 but leaves prior to vesting in MERS, that employee shall be paid a lump sum at the time of separation equivalent to the net amount the employee would have received for the three 2001 and 2002 pension equalization payments if that program had been implemented.

The parties further recognize that G. Schaffer will not be able to satisfy the MERS eligibility guidelines at any time and will not be able to participate in the plan. If G. Schaffer remains employed on or after July 1, 2005, the Town shall: a) effective July 1, 2005, increase the employer contribution to Mr. Schaffer's IRA to an amount equivalent to what the Town would contribute to MERS until such time as Mr. Schaffer retires; and b) at the time of his retirement, pay Mr. Schaffer a lump sum equivalent to the net amount for all five payments that the employee would have received if the pension equalization program had been implemented.

The parties further recognize that under the MERS pension plan the mandatory retirement age for police and fire employees is age 65, and that G. Schaffer will reach the age of 65 prior to vesting under the plan. The parties therefore agree that if G. Schaffer continues to satisfactorily perform the duties of a firefighter/EMT for the Town of Mansfield until such time as he vests under the MERS pension plan, the Town shall postpone G. Schaffer's mandatory retirement date as permitted under Connecticut General Statutes §7-430 and the MERS guidelines until such time as he vests. Upon vesting in the MERS pension plan, G. Schaffer shall be required to retire and shall not receive an additional extension of time.

This provision notwithstanding, the parties recognize that at all times G. Schaffer retains the option of retiring prior to the date on which he would vest in the MERS pension plan. The parties agree that this situation is unique, and that the mandatory retirement age for all full-time employees shall remain age 65 as prescribed by MERS. The parties agree that this exception for G. Schaeffer is settled without prejudice and shall not set a precedent for future claims and/or grievances for members of the bargaining unit.

Re: Leave. The Union agrees that the calculation of current leave totals will be prepared using the format developed by the Town. All calculations of leave will be in hours and based on contract leave provisions and the seniority list of Appendix E.

Leave totals will be calculated based on a start date of July 1, 2004 and adjusted so that all future leave, after the signing of the contract, made available to the employee will be based on his/her anniversary date.

Using a tentative effective date of April 1, 2005 for implementation of the new work schedule, all available leave that employees have "on the books" as of March 31, 2005 will be identified and assigned as per the following Contract Articles:

- Article XIII — Holidays
- Article XIV — Vacation
- Article XV — Personal Leave
- Article XVI — Sick Leave.

APPENDIX E

SENIORITY

<u>Seniority</u>	<u>Last Name</u>	<u>First Name/MI</u>	<u>Employment Date</u>
1	Cosgrove	Charles G.	03/01/1970
2	Schaffer	Gerald V.	11/01/1970
3	Chandler	Richard L., Sr.	03/10/1972
4	Drake	Richard K.	11/01/1974
5	Lofman	Steve J.	02/01/1980
6	Davis	Daniel R.	12/08/1986
7	Franklin	Andrew W.	03/01/1987
8	York	James R.	06/01/1988
9	Balogh	Richard M.	02/01/1989
10	Hawthorne	Ryan W.	07/01/1992
11	Lavitt	Uri S.	07/01/1993
12	Hawthorne	Brandon S.	07/01/1995
12	Schaffer	Shane	02/05/2006

NOTE: In accordance with Section 25.1 of this Agreement, full-time employees who were employed full-time by the Mansfield Volunteer Fire Company or the Eagleville Fire Department prior to and contiguous with their full-time employment by the Town shall have their years of full-time employment with those departments added to their Town seniority. The "employment date" forth above reflects that Agreement and not their actual dates of employment by the Town.

APPENDIX F

CERTIFICATE FROM LICENSED HEALTH CARE PROVIDER

TO: Fire Chief
Mansfield Fire Department

FROM: _____

DATE: _____

As a physician duly licensed by the State of _____,

I hereby certify that _____ was unable to work
(name of employee)

during the continuous period from _____ to _____ as a result
(date) (date)

of being afflicted with _____, during which period
(cause of illness/injury)

he/she was under my care. I also certify that said employee can return to duty and

perform his/her duties with no restrictions on _____.
(date)

Comments: _____

Signature of Physician

APPENDIX G
IAFF, Local 4120 Benefits Summary
Century Preferred PPO , Bluecare POS

NEFIT	CENTURY PREFERRED 2416-148	BLUE CARE POS 2416-151
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>\$ 15 office visit co-pay \$ 50 Emergency Room/\$ 25 Urgent Care Facility \$ 100 Outpat Surg Facility / \$ 200 Inpat Hosp Deductible \$400/\$800/\$ 1,000 Cost share Maximum \$ 2,000/\$4,000/\$5,000 Lifetime Maximum In-Network - Unlimited Lifetime maximum out of network - \$1,000,000</p>	<p>In-Network services subject to co-pays Out-of-Network services subject to deductible and coinsurance</p> <p>\$ 20 PCP / \$ 25 Specialist \$ 175 Op Hsp / \$ 350 Inpat Hosp co-pay \$75 Emergency / \$ 50 Urgent Care Facility Deductible\$ 500/\$1,0000 /\$1,500 Cost Share Maximum \$ 2,500/\$ 5,000/\$7,500 Lifetime Maximum In-Network -Unlimited Lifetime Maximum out of Network - \$ 1,000,000</p>
Preventive Care Pediatric	<p>Covered according to age-based schedule \$0 Copay Birth to 1 year - 6 exams 1 through 6 years - 6 exams 6 through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year</p>	<p>Covered according to age-based schedule: \$ 0 co-pay Birth to 1 year - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year Not covered out of Network</p>
Adult	<p>Covered according to age-based schedule \$0 Co-pay 22 through 29 one exam every 5 calendar years 30 through 39 one exam every 3 calendar years 40 through 49 one exam every 2 calendar years 50 and over one exam per calendar year</p>	<p>Covered according to age-based schedule: \$ 0 Co-pay 22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year Not covered out of Network</p>
Vision	<p>\$0 Co-pay one exam every two years (Frames & Lenses covered under vision rider)</p>	<p>\$ 0 Co-pay one exam every two years (Frames & Lenses covered under vision rider) Not covered out of Network</p>
Hearing	<p>\$ 15 Co-pay</p>	<p>\$ 0 Co-pay Not covered out of Network</p>
Gynecological	<p>\$ 0 Co-pay Routine annual exam</p>	<p>\$ 0 Co-pay Routine annual exam</p>
Medical Services Medical Office Visit	<p>\$ 15 office visit co-pay</p>	<p>\$ 20 office visit co-pay PCP \$ 25 office visit co-pay Specialist</p>
Outpatient PT/OT/Chiro/ Speech	<p>\$ 15 co-pay 50 combined visits per member per calendar year (subject to medical necessity)</p>	<p>\$ 25 office visit co-pay Unlimited Visits (subject to medical necessity)</p>

APPENDIX G
IAFF, Local 4120 Benefits Summary
Century Preferred PPO , Bluecare POS

Emergency Services	\$ 15 office visit co-pay No copay for injections	\$25 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	\$ 15 per visit unlimited visits subject to medical necessity	\$ 25 office visit co-pay Limited to 40 visits per calendar year
Emergency Care Emergency Room	\$ 50 co-pay (waived if admitted)	\$ 75 co-pay (waived if admitted)
Urgent Care	\$ 25 co-pay Participating Facilities only.	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Inpatient Hospital General/Medical/Surgical/ (Semi-Private)	Note: All hospital admissions require pre-cert \$ 200 per admission co-pay	Note: All hospital admissions require pre-cert \$ 350 per admission co-pay
Psychiatric	\$ 200 per admission co-pay	\$ 350 per admission co-pay
Substance Abuse/ Detox	\$ 200 per admission co-pay	\$ 350 per admission co-pay
Rehabilitative	\$ 200 per admission co-pay Covered up to 60 days per calendar year	\$ 350 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$ 200 per admission co-pay Covered up to 120 days	\$ 350 per admission co-pay up to 90 days per calendar year
Hospice	\$ 200 per admission co-pay Covered up to 60 days	\$ 350 per admission co-pay up to 60 days per calendar year

APPENDIX G
IAFF, Local 4120 Benefits Summary
Century Preferred PPO , Bluecare POS

Outpatient Hospital Outpatient Surgery Facility Charges	\$ 100 per admission co-pay	\$ 175 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equipment	Covered (Limited to covered items only)	Covered (Limited to covered items only) Prosthetics limited to \$ 1,000 annual max
Prescription Drugs	\$ 5 Generic / \$ 15 Brand / \$ 25 Non listed Brand 2 co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin (Oral contraceptives are covered)	\$ 5 Generic / \$ 15 Brand / \$ 25 Non listed Brand 2 co-pays mail - unlimited max (Oral contraceptives are covered)
Infertility	Unlimited Lifetime maximum (Limited to covered services only)	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% (limited to covered services only)
Dependent age max	Unmarried dependent children to age 19 full time student to age 25	Unmarried dependent children to age 19 full time student to age 25

Fire Union Summary of Costs: FY 2007 - FY 2009

	FY 2007 Total	FY 2008 Total	FY 2009 Total	Total Cost FY '07-'09	\$ Increase FY '07-'08	\$ Increase FY '08-'09	Total \$ Increase FY '07-'09	% Increase FY '07-'08	% Increase FY '08-'09	Total % Increase FY '07-'09
(inc. OT)										
Firefighter Salaries	\$805,476.50	\$839,672.00	\$869,060.52	\$2,514,209.02	\$34,195.50	\$29,388.52	\$63,584.02	4.25%	3.50%	7.89%
Firefighter Salaries	\$214,123.50	\$249,398.00	\$265,608.87	\$729,130.37	\$35,274.50	\$16,210.87	\$51,485.37	16.47%	6.50%	24.04%
Holiday Pay (new cost only)	\$1,225.53	\$1,292.93	\$1,376.97	\$3,895.44	\$67.40	\$84.04	\$151.44	5.50%	6.50%	12.36%
Insurance	\$115,370.09	\$132,041.68	\$143,758.46	\$391,170.23	\$16,671.59	\$11,716.78	\$28,388.37	14.45%	8.87%	24.61%
STD Premium	\$9,082.11	\$10,107.20	\$10,330.55	\$29,519.85	\$1,025.09	\$223.35	\$1,248.44	11.29%	2.21%	13.75%
Accidental Premium	\$198.82	\$212.37	\$221.26	\$632.45	\$13.55	\$8.89	\$22.44	6.81%	4.19%	11.29%
Workers Comp	\$29,640.72	\$30,529.95	\$31,445.84	\$91,616.51	\$889.22	\$915.90	\$1,805.12	3.00%	3.00%	6.09%
Pension	\$118,787.68	\$126,715.36	\$133,547.51	\$379,050.55	\$7,927.69	\$6,832.15	\$14,759.83	6.67%	5.39%	12.43%
Medical	\$12,900.00	\$12,900.00	\$12,900.00	\$38,700.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	0.00%
Travel Reimbursement	\$4,500.00	\$4,500.00	\$4,500.00	\$13,500.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	0.00%
Union Membership	\$2,325.00	\$6,670.43	\$7,018.67	\$16,014.09	\$4,345.43	\$348.24	\$4,693.67	186.90%	5.22%	201.88%
TOTAL	\$1,313,629.95	\$1,414,039.92	\$1,479,768.66	\$4,207,438.53	\$100,409.97	\$65,728.74	\$166,138.71	7.64%	4.65%	12.65%

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
cc: Maria Capriola, Assistant to Town Manager
Date: June 15, 2007
Re: Fiscal Year 2007/08 Wage Adjustment for Nonunion Personnel

Subject Matter/Background

The Town Council establishes compensation for town employees on a fiscal year basis (July 1 through June 30). With respect to salary, the town pays regular nonunion personnel according to the Town Administrators Pay Plan, which is organized on a pay grade and step system. In recent years, the Town Council's annual adjustment to the Town Administrators Pay Plan has averaged approximately three percent.

I would like to present the Town Council with the following recommendations for changes to the compensation for regular, nonunion employees:

- Wages – increase the pay rates in the Town Administrators Pay Plan by 3.5%, thus providing a 3.5% general wage increase effective July 1, 2007

(A 3.5% wage increase is consistent with wage increases awarded to members of the professional/technical and public works bargaining units.)

- Health insurance cost share – increase from 12% to 13% of premium for the Century Preferred PPO Plan (same as professional and technical employees); increase from 8% to 9% of premium for the Bluecare POS Plan.
- Contribution to retiree health insurance – increase from \$180 per month to \$190 per month for employees who retire during the current fiscal year (same as professional and technical employees).

Financial Impact

Funds were budgeted in Fiscal 2008 in anticipation of a wage increase for nonunion regular personnel. As a result, approval of the wage increase will not negatively impact or increase the adopted budget. Fiscal 2007 nonunion wages were budgeted at \$1,487,220 (including longevity). Fiscal 2008 nonunion wages were budgeted at a cost of \$1,534,979 (including longevity and a 3.5% anticipated wage increase). The difference between Fiscal 2007 and Fiscal 2008 budgeted costs is \$47,759 or a 3.21% impact. Personnel changes have resulted in salary savings, thus reducing the impact of the wage increase.

Health insurance costs are increasing for the Town and the employee in Fiscal 2008. The total cost of health insurance for regular nonunion employees will be \$226,024, with the Town share at \$201,299 and the employee share at \$24,725. This is an overall increase of \$18,693 above Fiscal 2007 costs (employer and employee share) for nonunion health insurance.

Combined, retirement, social security, medicare, life insurance, workers compensation and long term disability premiums are increasing by \$19,535 over Fiscal Year 2007 levels. Further analysis is attached to this memorandum.

The total package (wages, health insurance [employer share], retirement, social security, medicare, life insurance, workers compensation, and long term disability) for regular nonunion personnel will be \$2,027,083 in Fiscal Year 2008, a \$81,883 or 4.21% increase over Fiscal Year 2007.

Recommendation

I recommend that the Town Council approve the recommended changes to the compensation for regular nonunion employees, as I have described above.

If the Town Council concurs with this recommendation, the following motion is in order:

Move, effective July 1, 2007 to: 1) increase the pay rates in the Town Administrators Pay Plan by 3.5 percent; 2) authorize the Town Manager to award those employees in the pay plan with a 3.5 percent wage increase; and 3) authorize the Town Manager to make the additional changes to the compensation for nonunion employees as recommended by the Town Manager in his agenda item summary dated June 15, 2007.

Attachments

- 1) Summary Table of Wage & Benefit Costs - FY 2007 & FY 2008
- 2) Health Insurance Costs – FY 2007 & FY 2008

NonUnion Wages and Benefits: FY 2007 & FY 2008

	Fiscal Year 2007	Fiscal Year 2008	\$ Increase	% Increase
Salaries (inc. longevity)	\$1,487,220	\$1,534,979	\$47,759	3.21%
Health Insurance (town share)	\$186,709	\$201,299	\$14,590	7.81%
Retirement (MERS)	\$100,387	\$107,449	\$7,061	7.03%
Social Security	\$92,208	\$95,169	\$2,961	3.21%
Medicare	\$21,565	\$22,257	\$693	3.21%
Life Insurance	\$290	\$299	\$9	3.21%
Workers Comp	\$46,931.15	\$53,965.52	\$7,034	14.99%
LTD	\$9,890	\$11,666	\$1,776	17.96%
TOTAL	\$1,945,200	\$2,027,083	\$81,883	4.21%

NonUnion Health Insurance Costs: FY 2007 v. FY 2008

	2007 NonUnion Summary Cost				2008 NonUnion Summary Cost				\$ Increase	% Increase
	<i>1-person</i>	<i>2-person</i>	<i>Family</i>	<i>Total</i>	<i>1-person</i>	<i>2-person</i>	<i>Family</i>	<i>Total</i>		
148 & 151 Employee Share	\$2,280.44	\$7,226.58	\$11,114.20	\$20,621.22	\$2,744.29	\$8,632.24	\$13,347.88	\$24,724.41	\$4,103.19	
148 & 151 Town Share	\$21,421.84	\$62,955.78	\$102,331.52	\$186,709.14	\$23,110.55	\$67,828.37	\$110,360.41	\$201,299.32	\$14,590.19	
GRAND TOTAL	\$23,702.28	\$70,182.36	\$113,445.72	\$207,330.36	\$25,854.84	\$76,460.60	\$123,708.29	\$226,023.73	\$18,693.37	9.02%

FY 2007

148 Employee Share = 12%

148 Town Share = 88%

151 Employee Share = 8%

151 Town Share = 92%

FY 2008

148 Employee Share = 13%

148 Town Share = 87%

151 Employee Share = 9%

151 Town Share = 91%



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Jeffrey Smith, Director of Finance; Cherie Trahan, Controller/Treasurer
Date: June 25, 2007
Re: Contract for Resident Trooper Services

Subject Matter/Background

Attached please find the contract renewal between the Town and the Connecticut Department of Public Safety, Division of State Police for Resident Trooper Services. The contract would run from July 1, 2007 to June 30, 2009 and would provide the services of five resident troopers. As in previous years, the town would be responsible for funding 70 percent of the cost of the program.

A contract addendum regarding an increase from five to six resident troopers will be provided at a later date.

Recommendation

Because the town has been well served by the resident state trooper program, we recommend that the Town Council authorize the Manager to renew the proposed contract. The Council is requested to pass a resolution empowering the Town Manager to sign the contract on behalf of the Town.

If the Council supports this recommendation, the following resolution is in order:

Resolved, effective June 25, 2007 that Town Manager Matthew W. Hart be and is herewith authorized to execute a contract on behalf of the Town of Mansfield with the Connecticut Department of Public Safety, Division of State Police, for the services of resident state troopers for the period beginning July 1, 2007 and ending June 30, 2009.

Attachments

- 1) Contract Between the State of Connecticut and the Town of Mansfield for Resident State Trooper Services

**CONTRACT BETWEEN THE STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF STATE POLICE
AND THE**

TOWN OF: Mansfield, Connecticut

TOWN ADDRESS: Town Hall
4 South Eagleville Road
Mansfield, CT 06268

FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS

TOWN FEIN#: 06-6002032

AGREEMENT NUMBER: 2000/291

CONTRACT PERIOD: July 1, 2007 TO June 30, 2009

In consideration of the Town of Mansfield (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes Section 29-5 and other good and valuable consideration, the Department of Public Safety, Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized, hereby agrees to provide the Town of Mansfield with the services of four (4) Resident State Police Trooper(s) and one (1) Resident State Police Supervisor(s) during the above-referenced contract period.

This Contract is subject to the following additional terms and conditions:

I. Law Enforcement Operations and Activities

The Town hereby delegates to the Division of State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Town as set forth below. All town police officers/constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Public Safety (hereinafter the "Manual"). The applicable Manual sections shall

be provided to the Town CEO and each police officer or constable of the Town who shall be responsible for compliance therewith in the performance of their official duties.

A. Patrol Activities and Assignments

The Resident State Police Supervisor or Trooper, as applicable, assigned to each Town shall be responsible for making all patrol and special activity assignments for Town police officers or constables, including the law enforcement duties to be performed, the hours of shifts to be worked, scheduling of vacations and other personal leave, as applicable, taking into consideration the needs of the Town after consultation with the Town CEO, sound police practices, and any rights of the Town police officers or constables as specified in existing labor contract agreements.

B. Investigative Methods

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Town shall be consistent with the provisions of the Manual.

Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, the shift resources, response time, and the experience and training of the Town police officer or constable.

Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations.

C. Reports and Records

All Town police investigative records shall be maintained by the Department of Public Safety. All investigative reports shall be prepared on forms approved for use by State Police and in the proper State Police format.

D. Chain of Command

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement problems in the Town.

In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or his duly assigned on-duty shift supervisor, and to the State Police District Commander.

The intent of this contract is to provide positive direction for the working relationship between town police officers or constables and State Police personnel. All significant conflicts between Town police officers and constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

E. Telecommunications

The Town shall follow all State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology.

F. Use of Police Canines by Town Police Officers or Constables

The use of police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of the Department of Public Safety, the Town assumes all liability for any injuries or damages caused thereby.

II. Administrative Responsibility

The Town shall retain administrative responsibility for its personnel, including but not limited to, ensuring compliance with POST requirements regarding hiring, lateral entry appointments, and in-service training responsibilities.

A. Training

The Town shall be solely responsible for meeting all entry level requirements for selecting newly hired Town police officers or constables and for providing basic recruit training for such officers consistent with Connecticut General Statutes Section 7-294a et seq. and associated Regulations of Connecticut State Agencies enacted by the Police Officer Standards and Training Council (POSTC). In addition, the Town shall be solely responsible for providing all required in-service training for Town police officers or constables as mandated for recertification or otherwise required by law. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Town by scheduling Town police officers and constables so as to enable them to meet these requirements in a timely manner.

B. Administrative Investigations/Discipline

All misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report (POR) by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the Town CEO.

Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report (POR) by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with existing labor contract agreements, if any. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers or constables. Imposition of discipline, if any, upon Town police officers or constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers or constables, shall be the responsibility of the Town.

C. Evaluations

The Town recognizes that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.

Consistent with existing labor agreements, the Resident State Police Supervisor or Trooper, if applicable, and the Department of Public Safety shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.

The Town shall implement a work performance evaluation system for all of the Town's police officers or constables. Such work performance evaluations shall be issued at least annually.

The Town shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer or constable's official personnel files which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

III. Costs and Schedule of Payments

The Town agrees to reimburse the State Police for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs, for its assigned Resident State Police Supervisor or Trooper(s), as applicable, consistent with the provisions of Connecticut General Statutes Section 29-5, in accordance with the following:

- A. The State Police shall invoice the Town on a quarterly basis, in arrears, for the accrued costs of services rendered under this Contract during the preceding quarter.
- B. The Town shall pay the State Police for the invoiced costs of services rendered under this Contract on a quarterly basis within thirty (30) days of receipt of each invoice. If the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the Town CEO to notify the State Police in writing before payment is due.
- C. The State Police shall have the right to assess a late fee in the amount of 5% of the unpaid balance of each quarterly invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding quarterly balances, and then to each successive outstanding quarterly balance until fully paid.

IV. Risk of Loss and Indemnification

The Town assumes the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Public Safety, its officers, agents and employees, from any cause or action arising out of the activity of such full or part-time Town constables, police officers or other municipal employees, or if applicable, the activity of any town police canine, and to indemnify the State of Connecticut and the Department of Public Safety, its officers, agents and employees, for any liability resulting from the same. For the period covered by this Contract, the Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability

or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Public Safety, its officers, agents and employees, as an additional insured with respect to any liability for acts of Town constables, municipal police officers or other municipal employees, or if applicable, the activity of any town police canine, and submit a certificate of insurance (or self-insurance) to the Department of Public Safety prior to the effective date of this Contract.

It is understood and agreed by the parties that each Resident State Police Supervisor or Trooper, as applicable, exercising his or her police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut, and not the Town, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

V. Notices

Any written notices required under this Contract shall be delivered as follows:

If to the Town:

Town Hall
4 South Eagleville Road
Mansfield, CT 06268

If to the Department of Public Safety:

John A. Danaher, III, Commissioner
Department of Public Safety
1111 Country Club Road
Middletown, CT 06457-9294

VI. Non-Discrimination

The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all

solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with the regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulations or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Humans Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

A. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "commission" means the commission on human rights and opportunities.

For purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

B. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

C. The contractor shall develop and maintain adequate documentation in a manner prescribed by the commission, of its good faith efforts.

D. The contractor shall include the provisions of this section in every subcontract or purchase order entered into in order to fulfill any obligations of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase orders as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

VII. Non-Discrimination (Sexual Orientation).

Pursuant to Connecticut General Statutes section 4a-60a:

A. The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative or workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

B. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontractor or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

VIII. Governor's Executive Orders

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a Party to this Contract. The Parties to this Contract, as part consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Contract is also subject to the provisions of Executive Order No. Seventeen of Governor Thomas Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Contract is also subject to the provisions of Executive Order No. Sixteen of Governor John Rowland concerning Workplace Violence promulgated August 4, 1999, and, as such, this Contract may be canceled, terminated or suspended by the contracting agency for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof.

This Contract is also subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell concerning contract reform promulgated July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 7C is incorporated herein by reference and made a part hereof.

IX. Termination

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

Town of Mansfield

State of Connecticut
Department of Public Safety

By _____

By _____

Its
Duly Authorized

John A. Danaher, III
Its Commissioner

Date: _____

Date: _____

Approved as to Form:

Associate Attorney General
Office of the Attorney General

Date: _____

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**Town of Mansfield
Personnel Committee
February 26, 2007
Audrey Beck Municipal Building, Conference Room C**

Members Present: Deputy Mayor Gregg Haddad, Councilor Helen Koehn , Councilor Chris Paulhus

Members Absent: Mayor Elizabeth Paterson

Staff Present: Assistant to Town Manager Maria Capriola

I. CALL TO ORDER

The meeting came to order at 6:36 p.m.

II. MINUTES

The minutes of February 8, 2007 were passed unanimously.

III. CLASSIFICATION REVIEWS

The Personnel Committee unanimously endorsed Randi Frank Consulting's revised classification reviews of the Management Assistant, Capital Projects and Personnel Assistant, and Fire Marshal positions. Further the Committee endorsed the job descriptions and recommended pay grades for each position.

Most notable results of the study: 1) the Management Assistant position would be reclassified to an Executive Assistant, pay grade 15 of the non-union pay scale and 2) the Fire Marshal position would increase by one pay grade to pay grade 23 of the non-union pay scale.

IV. REGISTRAR & DEPUTY REGISTRAR SALARIES

The Committee reviewed an analysis of Registrar and Deputy Registrar compensation prepared by the Town Manager's Office. The Committee unanimously endorsed an option to increase the Registrar salary to an hourly wage of \$20.02; this pay is based on Assistant Town Clerk compensation, the most comparable internal position in the organization. Deputy Registrar compensation was endorsed at 75% of the Registrar rate, or \$15.02 per hour. Councilor Koehn commented using internal salary data, as opposed to the market rate, is a more precise and equitable means of determining compensation.

Deputy Mayor Haddad recommended that in the future, the Town and Council consider approving an annual stipend for Registrars as opposed to setting an hourly rate of pay. It was also recommended that the salary or stipend be approved (to take effect January 1 of the following year for a two year period) during the budget process or in the Fall **PRIOR** to an election.

V. ADJOURNMENT

The meeting concluded at 7:15 p.m.

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Town of Mansfield
Open Space Preservation Committee
Minutes of the May 15, 2007 meeting

Members present: Evangeline Abbott, Ken Feathers, Quentin Kessel, Steve Lowrey, Jim Morrow, Vicky Wetherell.

1. Meeting called to order at 7:35.
2. Minutes of the April 10, 2007 meeting were approved on a motion by Lowrey/Feathers, upon correction to include Pleasant Valley Development as the topic of brief discussion in #5 and the removal of the "45 year" section in the last sentence in #5.
3. Opportunity for Public Comment: none present.
4. Old Business: motion by Wetherell/Feathers to go into executive session at 7:40 for the purposes of discussion of particulars concerning two specific properties. Motion by Wetherell/Feathers to come out of executive session at 8:28.
5. Recommendations to Town Manager: Dorwart Acquisition - While we remain concerned about boundaries and access, we continue to support acquisition of this property upon clarification of outstanding questions.
6. New Business: Dorwart Update – Grant status is still OK. (see #5).
Walking Weekend Events – Brief discussion of farmland and forest workshops and walks planned for the weekend.
7. Meeting adjourned at 8:35.

Respectfully submitted
Evangeline Abbott

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TOWN OF MANSFIELD
Transportation Advisory Committee
Minutes of the Meeting
June 12, 2007

Present: Taylor, Nash, Hultgren (staff)

The meeting convened at approximately 7:35 p.m.

Since only a few members were present, the approval of minutes was deferred to the next meeting.

Correspondence in the packet was reviewed.

Hultgren recapped the current requests for the fare-free bus system funding. Nash and Hultgren worked out a follow-up plan to check with the Faculty and Student senates.

Hultgren updated members on current transportation project including the Separatist Road bikeway/walkway (complete), the Hunting Lodge bikeway/walk (in design), the Laurel Lane bridge replacement (in design) and the status of traffic calming requests for Depot and Conantville Roads. He also reported that UConn was studying all of the campus crosswalks and their recommendations may be applicable to crosswalks outside of the campus area as well.

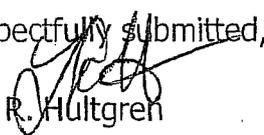
Hultgren circulated a letter response to DOT's recommendation to make the Stone Mill bridge 20' wide instead of the minimum (Federal) width of 18'. Given the scenic road and area, the Town felt strongly that the 18' width was more appropriate. He also showed a concept sketch using stone walls for the approaches to the bridge rather than guardrails.

Hultgren reported that a meeting with the DOT concept unit would be held next week to discuss the bridge railing upgrade grant project. Members suggested that stone wall approaches be discussed for this bridge as well.

A study of UConn area properties that could support remote parking has not yet been started. Staff will begin this as time permits. Hultgren will coordinate this study with the UConn transportation office.

The meeting was adjourned at approximately 8:15 p.m.

Respectfully submitted,


Lon R. Hultgren

cc: Town Manager, Town Clerk, Town Planner, Assistant Town Attorney, Project Engineer,
Recycling Coordinator, file *Listed*

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TOWN OF MANSFIELD
Traffic Authority
Minutes of the Meeting
6/7/07

Present: Hart, Hultgren, Jackman, Padick, Meitzler

The meeting convened at approximately 10:30 a.m.

The Minutes of the 5/10/07 meeting were reviewed.

Glenn Ridge crosswalk request at Separatist Road – Still at DOT

Codfish Falls/Gurleyville Intersection sight distance improvement – Hultgren has received a proposed planting plan from R. Favretti and will discuss it with the property owner.

Traffic on Depot Road – The civil engineering student project recommendations were discussed and the pros and cons of each were weighed. Additional concepts (including doing nothing) were discussed. It was finally decided that two additional speed humps be installed east of the railroad tracks. Hultgren will prepare a summary report and Jackman will discuss the concept with Fire and Police Services. The E.O. Smith Superintendent will also be informed.

Signal at Rt. 32/North Eagleville Road – Still at DOT

Daleville/Moulton/Rt. 44 Intersection – Still at DOT

UConn area crosswalks – Hultgren/Padick reported that a study of all the UConn crosswalks was underway and the study recommendations may also be applicable to off-campus crosswalks as well. New signage has been installed at the crosswalks on Rts. 195 & 275 near the Town Hall and the DOT agreed that the second crosswalk between the Community Center and Rt. 275 was not needed and could be removed. Better lighting for the Rt. 275 crosswalks has been ordered.

Traffic on Conantville Road – Speed data shows the 85% speed on this section (Rt. 195 to Meadowbrook) meet the speed hump action levels. Meitzler prepared a drawing showing where four speed humps would go. Jackman will discuss with Police & Fire prior to moving forward.

Hanks Hill/Rt. 195 Signal Request – A letter was received from the DOT denying the request nothing that the signal warrants were not met. Hultgren will forward to Mrs. Fox of the Storrs Heights neighborhood.

Steeple Chase Bike Tour – no action taken

Respectfully submitted,


Lon Hultgren
Director of Public Works

cc: Traffic Authority members, Town Clerk, file

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**TOWN OF MANSFIELD/MANSFIELD PUBLIC SCHOOLS
SCHOOL BUILDING COMMITTEE**

Wednesday, May 16, 2007

**Audrey P. Beck Municipal Building
Conference Room C**

MINUTES

Present: Elizabeth Paterson, Matt Hart, Mark Boyer, Gordon Schimmel, Anne Willenborg

Absent: Bill Simpson, Chair, Anne Rash, Jeff Smith

Staff: William Hammon, Fred Baruzzi

Guest: Rick Lawrence, Lawrence Associates

1. Call to Order/Roll Call

Ms. Paterson called the meeting to order at 5:04 p.m.

2. Meeting Minutes

The minutes of April 11, 2007 were moved, seconded and approved unanimously.

3. Opportunity for the public to address the Committee

No one came forward.

4. Scope of Work by Rick Lawrence

Mr. Lawrence reported that the schedule has been shared with a variety of consultants asking them to provide his firm with proposals for services to incorporate as part of the team. He then met with Dr. Schimmel, Mr. Smith and Mr. Hart to discuss on a preliminary basis and was finalized in a letter with attachments on April 25, 2007.

Mr. Lawrence reported his contract was based on the anticipated work schedule, the scope was discussed and tried to identify the amount of hours to be used. Combined hours of various personnel, quotes received and came up with approximately 1200 to 1300 hours of time. The project is to take approximately 1-1/2 years to complete which is from start to referendum, which entails the four steps of collecting info, meeting with school staff, getting feedback, conceptual ideas, working on plans and the listening process in conducting the workshops. This also includes working with our consultant and construction manager to come up with options and a cost estimate.

Ms. Rash arrived at 5:07 p.m.

Mr. Lawrence stated it took into consideration the average range of current fees for the CAD/drafting personnel in all offices in the range of about \$75/hour, the billable time and the principles is between \$150 and \$165/hour. The average multiplied by the estimated hours is how the proposed fee was calculated.

Mr. Lawrence also stated that on these projects there is a "top heavy" point of participation by principles, i.e., myself, Mike Callahan (Fuss & O'Neill), Jim Barrett (DRA).

Mr. Lawrence answered the question "will the Town be able to recoup this money if and when the project proceeds"? The answer to that is yes, if the Town approves the School Building project and it then gets submitted to the State Dept. of Education, part of the funding would be to "pay back" if the project is approved. The money would be reimbursable. If the project is not approved, then obviously the money would not be reimbursable.

Mr. Hammon asked if this was Lawrence Associates fee for the complete process or would there be an additional fee for the construction part of the project. Mr. Lawrence replied that this was not construction documents, just feasibility studies, schematic designs, workshops and feedback. Drawings would be prepared and samples were shown to Dr. Schimmel and Mr. Hart previously. Conceptual floorplans cannot be used as building plans, but can be used to show what's being taken down or what's being added on or where the alterations occur. Square footage would be shown and a series of drawings for each school would be drawn up.

Mr. Lawrence reported that if the project did pass referendum, part of the numbers then prepared would be the complete project budget. This would include the construction cost, contingency, FF&E (furniture, fixtures & equipment), professional fees. Mike Callahan will be very involved to go over all areas of the buildings. Mayor Paterson stated that if this was done up front, there would be no surprises. Mr. Lawrence reported that this was the intent and that consideration would be given to green buildings and LEED certification. This would all be part of the evaluation in the early stages. Mayor Paterson stated that for Council presentation, heavy questioning would occur on these items.

Mr. Hart asked Mr. Lawrence about the timeframe to produce the construction drawings and what that fee would be? Mr. Lawrence replied renovation projects run a slightly higher percentage cost due to more investigatory work and it's more difficult making systems work when you have restrictions (i.e., ceilings, roof) vs. new construction. Typically fees run from the higher 6% to 8-1/2% range depending on quotes from services needed, systems installed, complexity of construction and related back to percentage will probably not go over the 9% to 9-1/2% range.

Mr. Hart also inquired if the proposed scope of services would have to be approved by the State before the project. Mr. Lawrence replied that no that with the Town's requiring to approve the projects first, the risk is the Town's, not the State's.

Mr. Lawrence mentioned one other question that was brought up earlier; "are these the typical services that are provided to a municipality for a school building project?" Answer is yes, every school or district has to go thru this type of analysis, but it is not absolutely required that the workshops are conducted or have the feedback from the public. The Town could hire a design professional, the architects and engineers as a team, work with administrators and staff, design the project and bring it to the Board of Education, the Town Council and then to the voters. Nothing says that everyone in the Town needs to be asked what they would like, but as seen in other Town's the people like to be involved with what is being decided upon.

Mayor Paterson stressed the fact that if people felt they were involved through the visioning sessions along the way there might be less chance of an organized opposition to the project and the questions will be answered along with changes in response to what people say.

Mr. Hammon asked about the breakdown of the total fee of \$137,500. Mr. Lawrence explained that it could be broken down by four, i.e., approximately \$35,000 per school. Mr. Lawrence also explained the breakdown that at each of the schools would have site engineers looking at the site, playscapes, parking, drainage, mechanical and electrical, code issues, roofing, windows, and the educational part. When that is divided up it's not a lot of money for the timeframe. Dr. Schimmel stated that this is approximately one year as it needs to be wrapped up by next summer. Mr. Lawrence replied when he said year and a half he meant through the referendum in November with the PTA groups through support and graphics. Mayor Paterson asked about the timeframe being wrapped up by June, Mr. Hart replied it needed to be advertised within sixty days.

Dr. Schimmel stated that \$35,000 per school was not a lot of money for the work that would be conducted. Mayor Paterson replied that the job needed to be thorough. Mr. Lawrence stated that there might be more hours put into the project than would be charged for.

Mr. Hart asked if the Committee was satisfied with what has been proposed? He also stated that this could be an agenda item on the May 29th Council packet or did Dr. Schimmel want it to go to the Board of Education first? Dr. Schimmel stated that it could be presented at a joint meeting of the Council and Board and that it could be presented as an early item on the agenda or a special meeting.

Mr. Hart made the motion that "the Committee endorse the proposed architectural and engineering study for presentation to the Town Council and the Mansfield Board of Education and to seek their endorsement of the same". Motion seconded. No discussion. Passed unanimously.

Mr. Lawrence mentioned that Mr. Hammon has loaned Lawrence Architects drawings of the elementary schools and the middle school. Mr. Lawrence will have copies made up for use for the walk thrus and the survey work.

Mr. Hart reported that the work was reimbursable but would probably seek Council authorization to bond the amount. Mr. Lawrence recommended adding a dollar amount for the construction manager. Mayor Paterson asked Mr. Lawrence to work up a possible dollar amount, give it to Mr. Hart so he could present it to Mr. Smith and proceed from there.

Mr. Hart reminded Mr. Lawrence about possible questions from the Board or the Council about LEEDS Silver and to be prepared to answer. Dr. Schimmel reminded staff that LEEDS Standard could be done which does not require certification.

5. Other

The next meeting will be June 13, 2007 in Conference Room C at 5:00 p.m.

6. Adjournment

Mayor Paterson adjourned the meeting at 5:40 p.m.

Respectfully submitted,

L. Patenaude
Capital Projects and Personnel Assistant

Mansfield Board of Education Meeting

May 10, 2007

Minutes

Attendees: William Simpson, Chair, Mary Feathers, Vice Chair, Gary Bent, Christopher Kueffner, Min Lin, Shamim Patwa, Katherine Paulhus, Superintendent
Gordon Schimmel, Board Clerk, Celeste Griffin,
Absent: Dudley Hamlin, Martha Kelly

I. Call to Order

The meeting was called to order at 7:37 p.m. by Mr. Simpson, Chair.

II. Approval of Minutes - MOTION by Ms Feathers, seconded by Dr. Patwa to approve the minutes of the 4-12-07 meeting. VOTE: Unanimous in favor.

III. Hearing for Visitors - None.

IV. Communications - None

V. Addition to Present Agenda - None.

VI. Committee Reports - None

Martha Kelly arrived at 7:45

VII. Report of the Superintendent

- A. Full Day Kindergarten Report - The elementary building principals and Mr. Baruzzi discussed the successes of the full day kindergarten program and an implementation change for next year. Mr. Baruzzi announced that the administrators had decided that half-day kindergarten students will be allowed to stay the full day on scheduled early dismissal days.
- B. 2007-2008 Food Service Price Increase - MOTION by Dr. Patwa seconded by Dr. Bent to approve the proposed 10¢ per meal price increase for the 2007-2008 school year. VOTE: Unanimous in favor.
- C. Healthy Food Certification- MOTION by Dr. Bent, seconded by Ms Feathers to adopt the Connecticut Nutrition Standards Healthy Food Certification Statement for the 2007-2008 school year. VOTE: Unanimous in favor. MOTION by Dr. Bent, seconded by Ms Feathers to adopt the Connecticut Nutrition Standards Exclusion for the 2007-2008 school year. VOTE: Unanimous in favor.
- D. 2007-2008 Budget - MOTION by Dr. Bent, seconded by Dr. Patwa to accept the 2007-2008 Budget reductions as proposed, with the following changes. Reducing the Technology infrastructure by \$30,000 in order to fund the Mansfield Middle summer school program. VOTE: Unanimous in favor.
- E. Focus on Student Achievement - Tabled due to lack of time until the May 24th workshop.
- F. Board of Education Policy Updates - In Mr. Hamlin's absence, Dr. Schimmel asked the Board to review the updates in preparation for adoption at the June 14th meeting.
- G. Class Size Enrollment Report - The administrators reported no significant change

H. Personnel - MOTION by Dr. Bent, seconded by Dr. Patwa to accept the Superintendent's recommendation for the employment of Karen Malloy, School Nurse, Mansfield Middle School and the maternity leave request by Michele Beers, Personal Assistant, Central Office. VOTE: Unanimous in favor.

- VIII. Hearing for Visitors - Ms Leslie Sweeney and Ms Lisa Drzewiecki made suggestions about the half-day kindergarten program.
- IX. Committee Report: Mrs. Kelly reported that 30 teachers were nominated for Teacher of the Year, with 12 completing the packet to be included in the selection process.
- X. Suggestions for Future Agenda - Dr. Bent requested discussion on cameras on school buses. Mrs. Kelly would like to discuss the possibility of replacing "kid mail" with email.
- XI. Executive Session - Negotiations
- XII. MOTION by Ms Feathers, seconded by Dr. Patwa to go into executive session at 9:47p.m. VOTE: Unanimous in favor.
MOTION by Ms Feathers, seconded by Dr. Patwa to return to open session at 10:15 p.m.
VOTE: Unanimous in favor
- XIII. Adjournment - MOTION by Ms Feathers, seconded by Dr. Bent to adjourn at 10:17p.m.
VOTE: Unanimous in favor.


Celeste N. Griffin, Board Clerk

TOWN/UNIVERSITY RELATIONS COMMITTEE

Tuesday, May 8, 2007

Audrey Beck Municipal Building

Conference Room B

4:00 pm

Minutes

Present: T. Callahan, B. Feldman, A.J. Pappanikou, E. Paterson, W. Simpson, G. Zimmer, R. Hudd, J. Bell-Elkins

Staff: M. Hart, M. Capriola, G. Paddick, J. Jackman, C. van Zelm,

1. Opportunity for Public to Address the Committee

None.

2. April 10, 2007 Meeting Minutes

The minutes of April 10, 2007 were passed unanimously.

3. University Spring Weekend

John Jackman, Fire Marshal/Emergency Management Director for the Town, distributed preliminary 2007 Spring Weekend work measures. The data represented the work load of all public safety entities helping with the event (i.e. state police, UCONN police, Mansfield Fire & Emergency Services). Approximately 300 public safety staff members worked each night of Spring Weekend. The number of incidents each evening qualifies as a mass casualty event. The work measures do not indicate the number of incidents that were prevented.

Mr. Hart commended the University and its students for providing and participating in alternative events at the Student Union. Mayor Paterson stated that positive changes in student behaviors and attitudes towards Spring Weekend are occurring. Mayor Paterson noted that the number of underage children participating in Spring Weekend was problematic. She recommended that the University and the Town work with EO Smith in future years to deter high school student activity in Spring Weekend.

Discussion occurred regarding ways to deter Spring Weekend non-University sponsored events. Mr. Jackman commented that the more difficult it becomes to drive and park on campus during the weekend, the less likely non-UCONN students are to participate in Spring Weekend. He also recommended that the University continue to sponsor alternative programming and venues to Carriage House, Celeron, and X-Lot. Ms. Bell-Elkins stated that the USG President and many students are on board to make positive changes; the window of opportunity to start making changes in the right direction currently exists. Mr. Zimmer asked if there was any way to require permits for private parties, with the permittees paying for security. Mr. Hudd and Mayor Paterson discussed the pros and cons associated with trying to stop students from participating in non-University sponsored activities.

Mr. Callahan stated that based on the preliminary work measures, 2 of the 3 Spring Weekend nights were better than last year (fewer incidents). Mr. Hudd said that weapons were brought to campus, but no guns were confiscated or discovered. From the UCONN

police perspective, X-Lot (Saturday) is the most challenging event/night. For the most part, students were cooperative and thankful for the efforts of public safety personnel. Ms. Bell-Elkins commented that the concert had a weak draw, so it did not have much of an impact on deterring student participation in X-Lot. The weather was good, so more people participated in events than last year.

4. Pedestrian Safety on Local Roads

Mr. Hart spoke to the work being performed by Town staff to improve pedestrian safety. Hunting Lodge Road will undergo an 18 month project that will include a sidewalk/bikeway. Work will begin this fall with construction occurring in Spring 2008.

5. Community Water and Wastewater Systems Master Plan

Mr. Callahan stated that the consulting team has completed the draft. The team did a good job with projected demand, adequacy of supply, condition of infrastructure, value of infrastructure, and governance. The study looked at 100 university water/wastewater systems across the country; the only comparable system is in Dartmouth/Hanover. Most focused on demand, but the bigger issue is infrastructure and governance.

6. Mansfield Downtown Partnership

Ms. van Zelm reported on the April 26, 2007 public hearing. The hearing was continued to May 21, 2007 and she was working on a response. Mr. Zimmer asked if the applicant would consider the addition of a third pipe for reuse of effluent. Mr. Callahan provided an explanation to Mr. Zimmer's question.

7. Mansfield Community-Campus Partnership

Mayor Paterson stated that Mr. Jackman was at the last meeting. The group will prepare a paper on Spring Weekend.

8. Other Business

None.

The meeting adjourned at 5:27 p.m.

Respectfully submitted,

Maria E. Capriola
Assistant to Town Manager



STATE OF CONNECTICUT
CONNECTICUT STATE LIBRARY

231 Capitol Avenue • Hartford, Connecticut 06106-1537



Item #12

June 6, 2007

JUN 12 2007

Town Clerk Mary Stanton
4 So. Eagleville Rd.
Storrs, CT 06268

Re: Historic Documents Preservation Grant No. 078-CRM-08, Cycle #1

Dear Ms. Stanton:

The State Library is pleased to inform you that the Competitive Historic Document Preservation Grant application for the Town of Mansfield in the amount of \$47,924.00.00 has been approved. Please note that we cannot process a payment on your grant contract until your Municipal Chief Executive Officer (MCEO), the State Librarian, and a representative of the Attorney General have signed the grant contract.

Work may not begin on any grant project until July 1, 2007 and you have received your copy of the signed contract from the State Library. The closing date for the grant is June 30, 2008.

Enclosed you will find the following materials:

- Instructions for the Completion of the Historic Document Preservation Grant Contract Materials including Certified Resolution.
- A grant contract.

Please submit the completed documents, including *uncompleted* attachments A and B, to Sheila K. Mosman, Grants and Contracts Manager, Connecticut State Library, Fiscal Office, 231 Capitol Avenue, Hartford, CT 06106.

Retain copies of these materials for your files. A copy of the grant contract will be returned to you once the State Librarian and a representative of the Attorney General's Office have signed it.

If you have any questions concerning this grant contract or payments, please contact Sheila Mosman, at (860) 424-3750 (M,W,F) or 1 (800) 571-5443 (T or Th), or e-mail her at smosman@cslib.org.

Congratulations and good luck with your project.

Sincerely,

Eunice DiBella
Public Records Administrator

Encs.

cc: Town Manager Matthew W. Hart

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COPY

**TOWN OF MANSFIELD
PLANNING AND ZONING COMMISSION**

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILL ROAD
STORRS, CT 06268
(860) 429-3330

June 20, 2007

Mansfield Downtown Partnership, Inc.
C/o Cynthia van Zelm, Executive Director
1244 Storrs Road
P.O. Box 513
Storrs, CT 06268

Re: Mansfield's PZC approved revisions to Mansfield's Zoning Regulations
PZC file #1256

Dear Ms. van Zelm,

At a meeting held on 6/18/07, the Mansfield Planning and Zoning Commission adopted the following motion:

“to approve, subject to revisions noted below, the February 15, 2007 application of the Mansfield Downtown Partnership Inc., and Storrs Center Alliance LLC., to amend various sections of the Mansfield Zoning Regulations as submitted to the Commission and heard at Public Hearings on March 28, April 5, April 26 and May 21, 2007. The subject regulation amendments shall become effective as of July 15, 2007 or upon subsequent filing on the Mansfield Land Records.

The Planning and Zoning Commission has reviewed and considered all Public Hearing testimony and communications. The regulation amendments referenced above are adopted pursuant to the provisions and authority contained in Chapter 124 of the Connecticut General Statutes, including Section 8-2, which provides the Commission with:

- The authority to regulate the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes;
- The authority to divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of Chapter 124 of the Connecticut General Statutes; and, within such districts, the authority to regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land;
- The mandate to consider the Plan of Conservation and Development prepared under Section 8-23;
- The mandate to secure safety from fire, panic, flood and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; and to facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements;
- The mandate to give reasonable consideration as to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality;
- The authority that reasonable consideration be given for the protection of existing and potential public surface and ground drinking water supplies;
- The authority to encourage energy-efficient patterns of development.

The subject regulation revisions have been adopted because they promote these statutory goals and other zoning purposes cited in Article One of Mansfield's Zoning Regulations. Furthermore, the Commission has adopted the subject regulation revisions for the following reasons:

1. The subject Storrs Center Special Design District Regulations promote goals, objectives, and recommendations contained in Mansfield's 2006 Plan of Conservation and Development. The revisions also are consistent with goals and recommendations contained in the 2002 Windham Region Land Use Plan, and the 2005-2010 Conservation and Development Policies Plan for Connecticut.
2. The approved revisions are acceptably worded and appropriately coordinated with other provisions of Mansfield's Zoning Regulations. The revisions have been determined to be legally acceptable by the Town Attorney.
3. The approved revisions are consistent with the approved Municipal Development Plan for the Storrs Center Project.
4. The approved revisions include new and detailed application requirements and approval processes for creating new Storrs Center Special Design Districts and for authorizing new development within an approved district. The approved regulations are considered adequate and appropriate for regulating future development in the subject project area.

The applicant's February 15, 2007 "Proposed Revisions to Mansfield's Zoning Regulations" shall be revised to incorporate revisions listed below. These revisions address issues raised in the Public Hearing process and are necessary to appropriately regulate the subject Storrs Center project.

1. Items 1 through 9 listed in Exhibit 1 of the applicant's May 15, 2007 letter as "Conditions of Approval acceptable to the Co-Applicants", shall be incorporated into the final text;
2. Proposed Article X, Section T.4.a. (iii) shall be revised to delete, "including private residence clubs";
3. Proposed Article X, Section T.4.a. (xxvi) shall be revised to read as follows: Private clubs, such as university faculty clubs, university graduate clubs and clubs for civic or religious organizations, with or without residential units, but excluding clubs or housing for student fraternities, sororities and other student groups."

If you have any questions regarding this action, please call the Planning Office at 429-3330.

Very truly yours,



Katherine K. Holt, Secretary
Mansfield Planning & Zoning Commission

**TOWN OF MANSFIELD
PLANNING AND ZONING COMMISSION**

COPY

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILL ROAD
STORRS, CT 06268
(860) 429-3330

June 20, 2007

Mansfield Downtown Partnership, Inc.
C/o Cynthia van Zelm, Executive Director
1244 Storrs Road
P.O. Box 513
Storrs, CT 06268

Re: Mansfield's PZC approved revisions to Mansfield's Zoning Map
PZC file #1257

Dear Ms. van Zelm,

At a meeting held on 6/18/07, the Mansfield Planning and Zoning Commission adopted the following motion:

“to approve, subject to revisions noted below, the February 15, 2007 application of the Mansfield Downtown Partnership Inc., and Storrs Center Alliance LLC., to rezone 47.7 acres of land east of Storrs Road and south of Dog Lane from Planned Business 2, Professional Office 1 and Rural Agricultural Residence 90 to Storrs Center Special Design District, as submitted to the Commission and as heard at Public Hearings on March 28, April 5, April 26 and May 21, 2007. The subject rezoning shall become effective as of July 15, 2007 or upon subsequent filing of approved maps, reports and design standards that, based on the provisions of Article X, Section T of the Zoning Regulations, are directly associated with the subject rezoning approval.

In approving this application the Planning and Zoning Commission has considered all Public Hearing testimony and communications. The approved Storrs Center Special Design District zone is adopted pursuant to the provisions and authority contained in Chapter 124 of the Connecticut General Statutes, including Section 8-2, which provides the Commission with:

- The authority to regulate the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes;
- The authority to divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of Chapter 124 of the Connecticut General Statutes; and, within such districts, the authority to regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land;
- The mandate to consider the Plan of Conservation and Development prepared under Section 8-23;
- The mandate to secure safety from fire, panic, flood and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; and to facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements;
- The mandate to give reasonable consideration as to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality;
- The authority that reasonable consideration be given for the protection of existing and potential public surface and ground drinking water supplies;
- The authority to encourage energy-efficiency patterns in development.

This zoning map revision has been adopted because it promotes these statutory goals and other zoning "purposes" cited in Article One of Mansfield's Zoning Regulations. Furthermore, the Commission has adopted the new Storrs Center Special Design District based on the following findings and reasons of approval:

1. The public and Commission members have expressed significant concern over the impacts this project will have on area neighborhoods and roads. This approval action has been taken based upon the Town Traffic Authority commitment to proactively monitor and appropriately address impacts on local roads. Since this project is the most important alteration to this area of Storrs Road in the last 50 years and may have an unprecedented impact on local Mansfield roads, the Traffic Authority will need to consider a variety of traffic calming methods and increased enforcement on surrounding Town roads, including methods and commitments that have historically not been considered necessary or appropriate.
2. The public and Commission members have expressed significant concern about the capacity of the University of Connecticut's water supply system and its ability to safely serve this project. This approval action has been taken based upon information submitted by the applicant and University of Connecticut representatives, including May 2006 letters with information contained in a draft UConn Water and Wastewater Master Plan, indicating that the UConn water supply and sewage disposal systems have adequate capacity for the proposed Storrs Center project. Furthermore, this draft Master Plan indicates that university officials are proactively pursuing water conservation initiatives, including the potential use of wastewater effluent for cooling and other uses that will reduce potable water needs and help ensure long term capacity for all committed and identified potential projects in the subject service area.
3. The subject Storrs Center Special Design District rezoning promotes goals, objectives, and recommendations contained in Mansfield's 2006 Plan of Conservation and Development. The new zone also is considered consistent with goals and recommendations contained in the 2002 Windham Regional Land Use Plan and the 2005-2010 Conservation and Development Policies for Connecticut.
4. The approved new zone is consistent with the approved Municipal Development Plan for the Storrs Center Project.
5. Subject to the revisions noted below, the Preliminary Master Plan maps, the Master Parking Study, the Master Traffic Study, the Master Stormwater Drainage Study and the Design Guidelines for this project provide adequate and appropriate details to address the regulatory provisions of Article X, Section T of the Zoning Regulations and the approval criteria contained or referenced in Article XIII, Section D of the Zoning Regulations.

The applicant's February 15, 2007 Zoning Map Amendment submissions shall be revised as set forth below. These revisions address issues raised through the Public Hearing process and are deemed necessary to appropriately implement the subject Storrs Center project.

1. The preliminary master plan sheets shall be revised as follows:
 - A. Map ZC-04 (Map Amendment Plan) shall clearly indicate that conservation areas shall be protected by a conservation easement with the Town of Mansfield or appropriate non-profit entity acceptable to the Director of Planning; that the Town's model conservation easement format shall be used as the basis for this required easement; and that the easement shall be approved and filed as part of the first phase of the development.
 - B. Map ZC-05 (Preliminary Master Plan) shall be revised to clearly indicate that the details of all turning lane movements into parking garages shall be addressed at the time of Zoning Permit submittal for each garage structure; and that it may be necessary to eliminate or revise depicted on-street parking near parking garage entrances and near public squares.
 - C. Map ZC-05 (Preliminary Master Plan) shall be revised to clearly indicate that upon permit approval by the State Traffic Commission, the State Department of Transportation, the State Department of Environmental Protection or any other State or Federal agency with regulatory jurisdiction, the Commission shall be provided an opportunity to review any revisions required by any such regulatory agency; and that pursuant to Article X, Section T.3.h of the adopted Storrs Center Design District Regulations, the Commission retains the authority to determine whether the revisions constitute significant alterations of approved plans that necessitate formal approval following the procedure to approve a Zoning Map amendment to SC-SDD.
 - D. Map ZC-07 (Traffic, Parking and Transit Map) shall be revised to clearly indicate that Zoning Permit applications shall include specific details for public transit and bicycle use enhancements; and that the developer, in cooperation with the Town, University of Connecticut and Windham Regional Transit District will coordinate public transit and bicycle - 1 2 4 -rd associated facilities.

- E. Note 3 on Map ZC-09 (Pedestrian Facilities and Open Spaces Map) shall be revised to clearly indicate that all walking trails and other site work within the conservation area shall be detailed and approved in conjunction with Zoning Permit approvals; and that all work in the conservation area shall be consistent with best management practices for protecting vernal pools and other wetland areas.
 - F. Map ZC-10 (Phasing Map) shall be revised to clearly indicate that all proposed Storrs Road improvements will be completed during the construction of Phase 1 of Storrs Center. Parties responsible for these improvements may be identified.
 - G. Map ZC-10 (Phasing Map) shall be revised to clearly indicate that a privately owned roadway connection to the Post Office Road shall be constructed as part of Phase 1 and completed for public use before the first Certificate of Compliance is issued for the project; that this roadway shall be constructed with suitable surface, drainage, width and signage to meet Mansfield's Fire Lane Standards and to provide a safe route for public use; and that the developer shall post a bond, acceptable to the Town, to assure that this roadway can be converted to a public street, meeting all applicable Mansfield Street requirements.
2. The Master Parking Study shall be revised to incorporate the three "conditions of approval acceptable to the co-applicants" as contained in exhibit A, items 4, 5 and 6 of the applicant's May 15, 2007 letter to the Commission.
 3. The Master Traffic Study shall be revised to incorporate the "conditions of approval acceptable to the co-applicants" as contained in exhibit A, item 7, of the applicant's May 15, 2007 letter to the Commission.
 4. The Design Guidelines shall be revised as follows:
 - A. The revisions submitted in association with the applicant's May 15, 2007 letter to the Commission shall be incorporated except as further revised below.
 - B. Section 2.4.4.k regarding street lighting shall be revised to label all dimensions as maximum height.
 - C. Section 3.10.5.c (4) regarding the maximum percentage of window sign coverage, shall be revised to change 33% to 25% (agreed to at 5/21/07 Public Hearing).
 - D. Section 3.10.5.g regarding table umbrella signs may be revised to allow brand name recognition but not other forms of advertising.
 - E. Section 4.2.1 regarding potential large street trees shall be revised to eliminate London Plane trees.
 - F. Section 4.2.3 regarding ornamental trees shall be revised to correctly label "Cornus florida" as a dogwood tree and to include a correct genus/species/cultivar for crabapple trees.
 - G. Section 4.2.4 regarding open space trees shall be revised to eliminate Basswood (Tilia Americana) and to replace it with another Linden species."

If you have any questions regarding this action, please call the Planning Office at 429-3330.

Very truly yours,



Katherine K. Holt, Secretary
Mansfield Planning & Zoning Commission

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TOWN OF MANSFIELD
MEMORANDUM
6/18/07

TO: Matt Hart, Town Manager
FROM: Lon R. Hultgren, Director of Public Works 
RE: Depot Road – 2006 request for further traffic calming

Following discussion at the November 13, 2006 Council meeting, staff and the Traffic Authority, with the assistance of a UConn Senior Civil Engineering class, studied potential alternatives for further traffic calming on Depot Road. After careful consideration of existing conditions and the potential impacts of various alternatives, on June 7th the Traffic Authority voted to place two additional speed humps on Depot Road west of and near the railroad tracks. Of the many alternatives examined, the Traffic Authority felt these additional humps would most likely reduce the noise and vehicular disturbance near 82 Depot Road with the least likelihood of creating new traffic-related problems. Once the Fire Department has reviewed the proposal, we will arrange for their installation.

For your information, here is a summary of other traffic calming measures that were considered in the analysis. In the opinion of the Traffic Authority, all of them were likely to create new problems with the area traffic (some more than others) and hence the Authority was reluctant to implement them at this time. The Traffic Authority also considered a "do nothing" alternative but determined that the addition of two speed humps was more appropriate.

1. Cul-de-sacs – either at the railroad tracks or just east or west of the tracks. In our discussions with the railroad, we learned that discontinuing the road crossing was likely to be considered "permanent" by the railroad, so the idea of two dead ends either east or west of the tracks with an emergency access connection, was considered. Knock-over bollards could be placed at the ends of the cul-de-sacs to allow fire vehicles to get through. One of the problems with this alternative (and all the alternatives preventing through west-bound traffic from using Depot Road) is that the capacity of the left turn signal at Rt. 32/Rt. 44 would be exceeded and significant delay would be experienced at this intersection during peak driving periods.
2. Modifications to the Depot Road and Rt. 32 or Rt. 44 intersections to make them "right-in and right-out" only. In this alternative (actually two alternatives) an island would be constructed in the throat of Depot

Road such that left turns into Depot Road (from Rt. 32 or Rt. 44) and left turns out of Depot Road (onto Rt. 32 or Rt. 44) would not be possible. With this "deflector island" on the Rt. 32 end, Northbound Rt. 32 traffic would have to go up to Rt. 44 and turn left at the signal, which as noted above will create delays. With the island on the Rt. 44 end, left turns into and out of Depot Road would again be prohibited. In considering these two alternatives, the right-in/right-out at Rt. 44 and Depot Road was felt to be better; however, the Authority felt that some drivers would attempt to make the illegal move to enter Depot Road with a left turn which would be dangerous and difficult to enforce. These alternatives also could inconvenience some Depot Road residents and detrimentally affect the art gallery use at the corner of Rt. 44 and Depot Road.

3. Modifications to the Depot Road and Rt. 32 or Rt. 44 intersections to block entry into Depot Road or "half-closures". In this alternative (again, actually two alternatives), the last 50 to 100 feet or so of Depot Road's left lane (as it intersects with Routes 32 or 44) would be closed off such that one could not turn into the end of Depot Road. If this half-closure is made on the Rt. 32 end, delays at the Rt. 32/44 intersection would occur. While the half-closure at Rt. 44 was the most favorable alternative identified in the student report, Traffic Authority members felt the enforcement of this modification would be difficult with some drivers simply ignoring the closed lane and driving into the road through the outbound (open) lane. These alternatives also could inconvenience some Depot Road residents and detrimentally affect the art gallery use at the corner of Rt. 44 and Depot Road.
4. One-way street option – eastbound or westbound While this is clearly the cheapest of the alternatives, it was felt that while it would reduce the volume of traffic on the road, it would not calm the traffic and if anything would likely increase the speeds of the remaining traffic. These alternatives also could inconvenience some Depot Road residents and detrimentally affect the art gallery use at the corner of Rt. 44 and Depot Road.
5. Closure of the Rt. 32 end and the construction of a new road from Plains Road to Depot Road. Analysis of this alternative uncovered two major problems: 1) It would be very expensive to build the new road (and hence it was the least cost effective of all the alternatives considered) and 2) it was not felt that a significant volume reduction would occur once drivers understood that they could use the new road as a through road as well.

6. Construction of a Roundabout at the intersection of the Day Care Center's driveway and Depot Road This alternative, also relatively costly, was considered to reduce the volume of traffic on Depot Road as through vehicles might be discouraged by having to slow down for the roundabout. This alternative was considered to be very similar (but more expensive) to the recommended additional two speed humps that would accomplish the same thing.

In summary, the Traffic Authority determined that by adding two humps east of the railroad tracks traffic would be slowed near the Day Care Center and the hump at 82 Depot Road would no longer be the first hump encountered by westbound traffic – which would most likely help reduce vehicular noise at this hump. With there being five humps instead of three, some additional volume of traffic will elect to avoid Depot Road and stay on the State Highways as well.

cc: Traffic Authority Members, TAC Members
File

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TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS

Lon R. Hultgren, P.E., Director
HULTGRENLR@MANSFIELDCT.ORG

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CONNECTICUT 06268-2599
(860) 429-3331 TELEPHONE
(860) 429-6863 FACSIMILE

June 18, 2007

Karla and Martin Fox
1 Storrs Heights Road
Storrs, CT 06268

**RE: Signal request for the intersection of
Route 195 and Hanks Hill Road**

Dear Mr. and Mrs. Fox:

At long last we have received a response to the signal request at Hanks Hill Road/Flaherty Road and Route 195 from the DOT and it is enclosed. The signal was not warranted under the existing warrants for new signal installations.

As you know, we are working in other ways to improve pedestrian safety and slow traffic at this intersection. As part of the recent enhancement grant the town has received we are designing pedestrian improvements to this intersection in addition to the walkway up Flaherty Road to Storrs Heights. We have also applied for a Federal grant to study the feasibility of installing a modern roundabout at this intersection.

As our designs and studies progress, we will inform you and do plan to discuss them with representatives of the neighborhood prior to final design.

Please call if you have specific questions.

Sincerely,

Lon R. Hultgren, for the
Mansfield Traffic Authority

Encl: 1

cc: Traffic Authority
File

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the Chronicle

An Independent Newspaper Since 1877

WILLIMANTIC

Thursday, June 19, 2008

NEWS SERVICE COPY



Artist's rendering

The Mansfield Planning and Zoning Commission unanimously approved mending its zoning regulations for the proposed Storrs Center project.

Storrs plan clears hurdle Commission OKs mixed-use zone change

By JOSEPH WENZEL IV
Chronicle Staff Writer

MANSFIELD — The planning and zoning commission Monday night started the "framework" for a new \$165 million Storrs Center expected to change the scope of the town forever.

The commission unanimously approved amending its zoning regulations and creating a new zoning map, which will lead to a new special district.

As a result, the area will now be zoned for mixed use, which will allow for commercial and residential use — two keys to the massive development project.

The development is also expected to have an entertainment component, in-

cluding venues for live music and concerts. The aim is a college-town feel for Storrs, something many in the University of Connecticut community claim is lacking.

"This is wonderful. This is the culmination of a very diligent process," said Macon Toledano, vice president for Leyland Alliance and project manager. "It is a broad project and we have the framework, which allows us to work on individual parts. This reinforces our process of being public to ensure our effort to define this vision and give it a framework."

Toledano said he was happy his group's goals matched those of the Town of Mansfield.

"I think it's excellent," said Mayor Betsy Paterson.

However, planning the \$165 million project by Storrs Center Alliance and Mansfield Downtown Partnership still requires more work and time.

Now, Toledano said his group will start planning and developing the project in "greater detail." He said the group now must develop each building in "great detail" and submit preliminary plans to the commission.

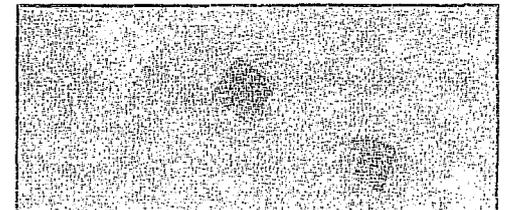
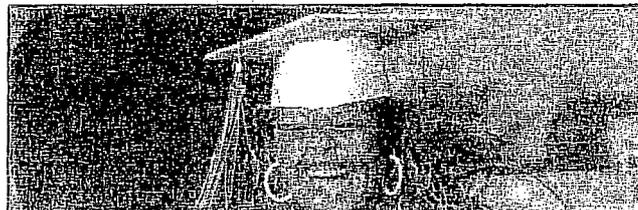
"The town has the ability to review each area," Toledano said. "The town will participate in this project."

Two of the biggest debates on the project Monday were setting a curfew (Storrs Center, Page 4)

Inside

National
10,000 U.S. troops
launch major offensive.
See story on Page 7.

Study: Cost of treating



Storrs Center plan clears hurdle

(Continued from Page 1)

for live music outside and whether established student groups or clubs could operate and live in the area.

Commission member Gary Zimmer said he was "a little uneasy" about the live music aspect. He wanted a midnight curfew for Friday and Saturday nights and a 10 p.m. curfew for weekdays.

However, commission member Joanne Goodwin disagreed with having a restriction on live music outside.

"Just like people who live by an airport, they know what they are getting into," she said. "We are building an artificial town. The whole idea is that it is a completely different place than the rest of the town."

Commission member Roz Hall

argued it would be hard not to put restrictions on noise in the area when they have "strict restrictions" everywhere else.

Hall added the commission would be "hard pressed to have a good reason" to not implement noise restrictions in this area, but in others.

He said he felt other businesses would demand to have their restrictions changed.

In the end, the PZC voted 5-4 against live music restrictions other than what is covered with noise ordinances.

As for who could occupy space in the new development, the commission did allow university, civic or religious groups, but not fraternities or sororities.

Two major concerns with the project at previous hearings were the increased amount of traffic

and if the water supply would be sufficient.

The commission required a private roadway be built out to the Storrs post office, so it could be an alternative route.

That would help relieve traffic congestion on Storrs Road during phase one of the four-phase project. The private road will become a new town road after phase four.

The commission recognized there are concerns with the water supply, but — after seeing the new draft master plan for water and waste water systems — members were happy there would be enough water for this project and other projects in the area. The university will continue to look for ways to conserve water.

Meanwhile, the Mansfield Downtown Project will continue

to seek public funding, Toledano said.

He said it is hoping to get 12 percent of the project through public funding, or \$20 million. The rest of the project, \$142 million, would be funded privately.

The project is expected to bring in \$2.5 million in annual tax revenue, as well as 900 permanent full-time jobs and 115 construction jobs for seven years.

Before construction can start on the Storrs Center, Toledano said the current tenants in the area have to be relocated.

In July 2006, the PZC approved the site plan for a building on Dog Lane to house all of the displaced tenants from the area. Construction on that is expected to begin by the end of this year or early next year.

Augustus Neu
y Augustus Neu was born on Arkansas. He graduated from Jacob had earned a Second Lin Kempo Karate with the 10th Windham. Jacob had an erra Blanca, El Salvador. He an times with Sacred Heart ve Spring Break service learn- and schools in this rural area. s, Terry and Jane Neu, and paternal grandparents, Wayne Texas and his maternal grand- Shewmaker of Scotch Plains, uncles, cousins and incredi- s the family is asking that El Salvador Delegation, c/o art University, 5151 Park 06825-1000 This fund has is in poor rural areas around - will be held at a later date.

Farrell
- mothy P. O'Farrell, 45, Farrell of Preston, died June cal Center, Springfield, MA. t manager of General Cable survived by his two sons, rs will be held Wednesday y-Dolan Funeral Home, 59 of Christian Burial will be St. Michael the Archangel uck, CT. Burial will be in

Tech grads will miss their family

(Continued from Page 1)

those memories while she earns her degree at Three Rivers Community College in Norwich.

"I love my shop (friends), they're like my family," she said, adding she will also miss playing volleyball for Windham Tech.

During the ceremony, student speakers recalled their last four years, while members of the faculty and administration wished them well.

"In my mind, my health tech girls will always be my health tech hotties," said salutatorian Lindsay McNamara, of her classmates.

"High school has been the time of my life," she said, adding their class was the

Windham Tech graduates

WILLIMANTIC — The following students are members of the Class of 2007 at Windham Technical High School:

Architectural Drafting

Brittany Finley, Shantel Kelly, Joshua Kerendian, Krysta Lounsbury, Angela Mailhiot, Tabitha Robertson, Amanda Taylor, Heather Weinsteiniger, Nicole Wilson.

Automotive Mechanics

Luis Ayala, Gregory Bourgeois Jr., Jediath Camacho, Cleofer Ferrer Jr., James Fuller II, Richard Halgren, Justin Jung, Kristofer Levesque, John Liappes, José Marin Robles, Steven McCollum, Stephen Pacheco, Richard Pleasant, Jason Savitsky, Jonathan Simms, Jason Vertefeuille

Culinary Arts

Shawn Adams, Curtis Bangs, Robert Begley, Lillie Benson, Lewis Campbell III, Jeffrey Davis, Craig Douville, Leah Estell, Carl Floran, Sean Hawkins, Ashley Konarski, Danielle LeBlanc, Alicia Messina, Ashley Moreau, Amanda Orange, Laura Parra Garcia, Julian Perriolat-Dupont, Sandra Pintor Hernandez, Robert Pratt, Christian Rojas Juaréz, Sharlene Sánchez Martinez, Nicole White-Caspoli.

Electrical

Jacquelyn Avery, Stephanie Beebe, Joshua Breen, Matthew Burdick, Donovan Caldwell, Hiram Haggitt III, Shaun Hunter, Jared Johnson, Russell MacNeil, James Oechsler, Michael Ortiz Diaz.

Manufacturing Technology

Brian Andrychowski, Philip Byram Jr., Thomas Gordon, Michael Guardiani, Michael Hopkins, Alan Jarvis, Joshua Rose, Marrah Rotтино, Jesse Schold, Brandon Strede, Charles Taylor, Joseph Voisine.

Health Technology

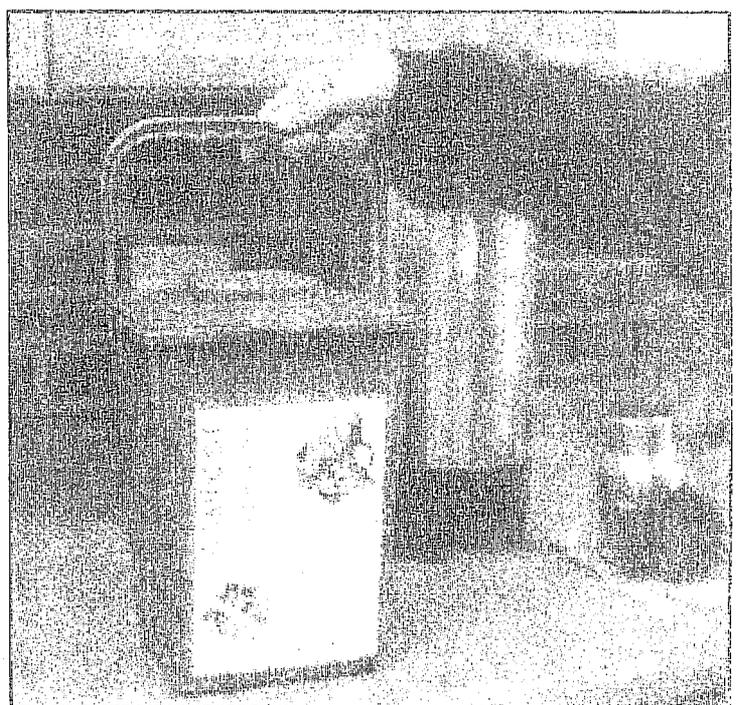
Katie Desautels, Coleen Fox, Migdaliz Galarza, LeeAnn Gauthier, Erika Giordano, Dalia Gonzalez, Stephanie Irizarry, Tamara Law, Lindsay McNamara, Nicole Ouellette, Stephanie Paresi, Alyssa Rawson.

Heating, Ventilation and Air Conditioning

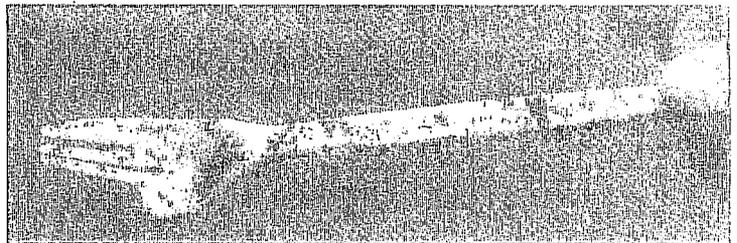
John Baldesweiler, David Des-

Op owners milk prices

because of civil wars in Africa, where most cocoa is produced. And a typhoon in Madagascar two years ago pushed the price of pure vanilla extract way up, he said. Those prices have just been normalized. This is just another increase in the cost of dealing with," Clason said.



Fran Fink photo.
LEFT: Virginia Walton, Mansfield's recycling coordinator, turns over the compost pile outside the Audrey F. Beech Municipal Building. BELOW LEFT: Leaves and organic material turns to useable and recyclable compost. ABOVE: Walton takes the compost pail from the town hall lunchroom to the composting container outside. BELOW: Corn-based plastic is recyclable. The town encourages use of this type of plastic and uses it at the Festival on the Green event.



Going Green

Leaves, leftovers turn into rich compost in Mansfield

By JOSEPH WENZEL IV
Chronicle Staff Writer

MANSFIELD — What do leftovers from last night's dinner, leaves and saw bugs have in common?

Nothing really, except that when they're combined at the moment of decay, they have the potential to give life and natural

pressed a need for more knowledge on this green alternative to chemical fertilizer.

Mansfield Recycling Coordinator Virginia Walton said compost is the recycling of organic materials — items that once were living — into nutrients for rich soil. The soil becomes food for the plants and other organisms.

Walton said organic material would naturally decompose

of Christian Burial will be celebrated at 11:00am at Joseph's Ashes in St. Joseph's Cemetery will be Mass. Andre died on April 21, 2006, by his wife, MaryAnn of 58 years and their families, Christine, her daughter, Lauren of Brookfield, CT, Sharon of Columbia, and John and children, Lindsey and Alexander of living are his daughter-in-law, Robin; his sister, Fidelis and her husband, and his mother-in-law, Ethel Pinkiewicz of who was preceded in death by his two children.

Michael Parker
Michael Parker, 24, of Lebanon, beloved son of Mrs. MaryAnn and Mr. James Woods, passed away Sunday morning, surrounded by his loving family. He was a son of Samuel and Simone Willimantic. Jason was employed by the town as an avid Red Sox fan and had a great personality. Most importantly, he will be remembered to his family. He will be greatly missed by his parents and his wife, he is survived by: Isaiah Parker of Winsted, Skyler Parker of Lebanon, his sister, Elizabeth-Lynn of Colchester; his father, James Woods of Rocky Hill; two sisters, Melissa and Bobbie Jean Lopez of Providence, Rhode Island; his brother, Samuel Parker, Jr. of Winsted, John and Raymond Parker of Florida; a sister, Elizabeth of Lebanon; two brothers-in-law, James and Scott Lynn of Rocky Hill and Lee Dunnack of Willimantic; numerous nieces, nephews, extended family and friends. Friends may call 5 to 8pm at the McCarthy Funeral Home, 167 Old Street, Winsted, CT. The funeral will gather starting at 10am at the funeral home before a 10am service at the Rev. Jack Schneider, Pastor of the First Church of Christ, officiating. Interment will follow at the Lebanon Cemetery. In lieu of flowers, a memorial fund may be made to benefit his children, Skyler and Alle; and c/o Jennifer Parker, Winsted, CT 06098 for Isaiah.

Memory Of
Donald Picard
June 18, 2006
by that we do not think of you. We were talking and laughing, some time since we've seen your smiling face, I missed so very much every day.
With Love,
Jo-Ann & Colin, Jo-Ann & Charlie,

people can speed up that process. "It is nature. It is going to happen," Walton said.

The town practices what it preaches and has compost piles of its own at the transfer station, Mansfield Middle School and in the back of the Audrey P. Beck Municipal Building.

At the town offices, employees can put items such as paper towels, cookies, cake, pizza, bagels and fruit into a small collection container.

However, people are advised not to put items like cheeses, meat, bones or foods with high fat content in the containers or the piles in general. The items all make the pile smell and the meat and bones could attract animals to the pile.

Walton then takes the container when it is full into the town's pile, which is a small closed black barrel.

The town hall compost pile is given away to employees and residents. The middle school's compost pile soil is used in their gardens and then given away to Mansfield parents for the Parent-Teacher Association plant sale.

Walton, who has her own compost pile, recommends people keep their piles open to the elements, as it will allow microorganisms to enter the pile and it will allow rain to moisten the pile. She used her pile for all kitchen scraps, dead plants and plant and grass clippings.

"You are feeding the microorganisms that are going to make the pile into rich soil," Walton said.

After items are added to the pile, Walton recommends people add leaves, straw or hay to help balance out the carbon and nitrogen.

She added the perfect carbon

The more nitrogen items in the pile — such as grass, food products or manure — will cause the pile to smell. Also, if the pile becomes waterlogged, it will smell.

Walton also offered several tips on how to get the pile decomposing the best. She suggested foods be broken into smaller pieces, which will allow them to decompose faster.

Size does matter when it comes to compose piles, Walton said.

The bigger the pile, the faster the process works. She said the micro-activity is more concentrated in the middle of pile. The ideal size of a compost pile is 3 feet by 3 feet by 3 feet.

Also the larger the pile, the more heat will be created. The hotter the pile, the more activity is going on and the faster the process is moving.

A compost pile will also start to house new tenants — bugs, bacteria and fungi, she said.

These new creepy crawlers however, are not bad for the pile, the soil or the garden, Walton said.

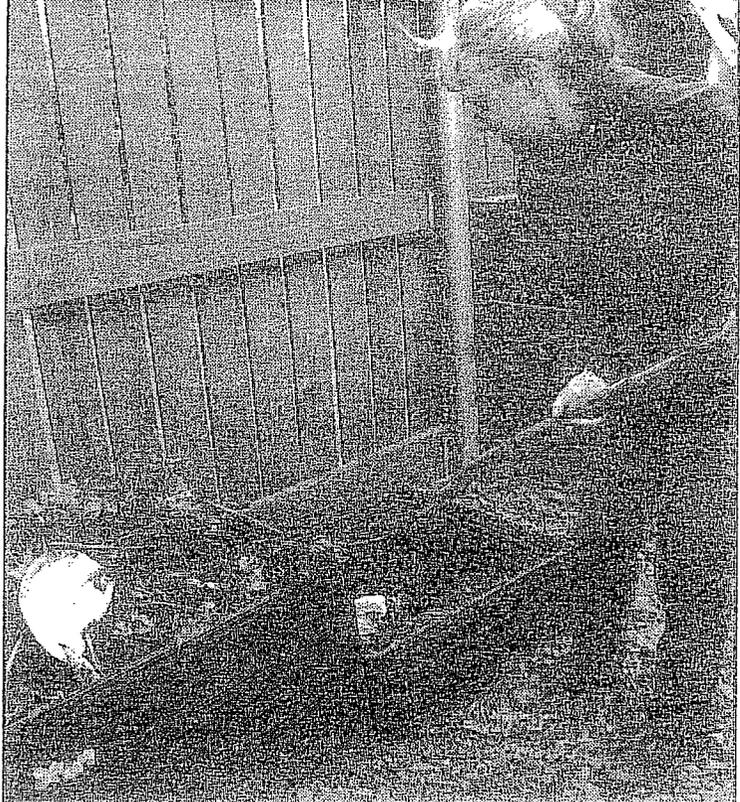
She said insects like millipedes, earthworms, sow bugs and snails, along with mold and bacteria, break down the compost and make it into soil.

But, insects like ground beetles, centipedes, ants and round worms eat the millipedes and earthworms of the world and this, in turn, creates a food chain.

Walton also advised against using chemical products over the compost pile. She said the chemicals kill several of the microbes that help with decomposing.

She added that when it rains or if someone over applies, the chemicals can run off into the drinking water.

"Some pesticides have been



*Fran Funk
Mansfield Recycling Coordinator Virginia Walton turns composted material to help it work back to soil.*

linked to cancer," Walton said. She said when dogs or children are playing they can accidentally ingest the chemicals and that is harmful to their bodies.

Once the compost is done decomposing, the material can be used as fertilizer by mixing it with soil.

Also people can make a "compost tea" by adding 2 cups of compost to 1 gallon of water. A person can put this mixture in a spray bottle and spray it on plants as a fertilizer.

Walton said by making a compost pile, people may not be saving world, but it is a start.

"Although it's not a cure-all,

composting is a healthy solution," she said.

The town is currently selling compost bins, which the compost can be housed in, that can be purchased through Mansfield Supply, located at 1527 Storrs Road.

The bins are \$50 apiece and there are currently 12 bins left.

Walton said the kitchen small collection containers could be purchased through Gardener's Supply magazine or by contacting Walton at the municipal building.

For more information about compost piles or to order small kitchen collection containers, call Walton at 429-3333. For bins, call Mansfield Supply at 429-2990.

Arts in Motion to close for good

dar

June 21

SCREENINGS
e screenings from 12:30 to 1:30
olumbia. Information: 456-7288.

COURSE
American Red Cross sponsors its
at the Chronicle. One Chronicle
e for injuries and sudden illness.
on: (877) 243-5727, ext. 4324 or

LEMENTS
r Center, 47 Crescent St., Willi-
herbal supplements at 10:30 a.m.
urse. Information: 423-4524.

FEST
kes place from 6 to 9 p.m. in the
illimantic. Live music, street ven-
children's activities and more. In-
om.

URNAMENT
ter, 14 Stonecroft Drive, Hebron,
10 to 11:30 a.m. Information: 228-

AND EXHIBIT
sponsors an art reception from 5 to
, 896 Main St., Willimantic. Com-
bit "Muses of Music," drawings,
Nick Wolf. Exhibit runs to Aug. 29.
hamarts.org.

ADING
Ruby Road, Willington, sponsors a
y The Thread City Poets. Informa-

ER'S MEETING
munity Center, 1009 Main St.,
's Meeting from 7 to 8:30 p.m. for
stained recovery from alcohol and
ence and hope with others. Infor-

June 22

ACTIVITIES
of Natural History, 2019 Hillside

By DAVID HINCHEY
Chronicle Staff Writer

WINDHAM — One selectman has taken is-
sue with the recent passing of the spay/neuter
cat ordinance, according to an e-mail sent to
First Selectman Michael Paulhus.

William Rood Sr., a Republican, said in his
e-mail dated June 13 that, although he was
unable to attend the June 5 meeting, he ques-
tions whether or not selectmen read the ordi-
nance for ambiguities and grammatical errors.

He has also requested someone who voted in
the affirmative to bring the issue back to the
table for discussion and clarification.

"I believe the statements that the ordinance
will protect people and will not penalize them
are false and misleading," he wrote. "This ordi-
nance is so vaguely worded that it becomes
the sole discretion of the animal control offi-
cer as to who might or might not have citations
voided."

Rood also said there is no procedure spelled
out on how someone can appeal an "erroneous
or malevolent" citation.

Paulhus said this morning he had the im-
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Item #18

cheers from cat proponents at the June 5 sel-
ectmen meeting.

The vote came after months of debate and
discussion and it is set to go into effect July 1,
unless it is challenged by a petition to put it on
the November referendum.

Paulhus, along with selectmen Daniel Lein,
Thomas DeVivo, Mildred Hazley, James Flor-
es and Edwin Rivera voted in favor of it, while
selectman Yolanda Negron abstained.

To force a referendum, a petition would need
signatures, signed in ink, by at least 200 regis-
tered voters — or 10 percent of the number
who voted in the last regular election, which-
ever is less.

The submission deadline is within 20 days

after publication of the summary of the ordi-
-ance in the newspaper. The deadline for this
-dition's submission is Monday, July 2.

The ordinance will seek to reduce the num-
-er of unwanted animals, contribute to the
-elfare of cats, eliminate the unnecessary
-uthanasia of cats and kittens and require good
-nd timely veterinary care, the ordinance
-states.

Cat proponents said the ordinance will get to
-the root of the overpopulation problem and
-target people who don't take responsibility for
-their pets.

The fine for a violation is \$90 and, after 30
-days, the fine could double and additional citi-
-ations could be issued for each day following
-as separate violations.

Also included is a proposed fund — fueled
-by donations and fines — to help with spay
-and neutering costs for those in need.

The ordinance also allows for extended time
-for someone in violation to respond.

Those feeding, but not owning stray or feral
-cats, would not be fined under the ordinance.

Town council maintains proposed charter changes

By JOSEPH WENZEL IV
Chronicle Staff Writer

MANSFIELD — The town
council decided Tuesday night the
budget will be decided at a town
meeting or by petition, with vot-
ers making the final decision in
November.

Following a public hearing June
11, where town residents flocked

to discuss proposed charter chan-
ges, the town council had a spe-
cial meeting.

At the June 11 hearing, 13 peo-
ple took the microphone, with
nine residents supporting a chan-
ge toward automatic and/or peti-
tioned referendum votes.

Under the proposed charter
change recommended by the
council, Mansfield will still go to
a town meeting regarding the
budget, but voters could petition
to send it to referendum. Cur-
rently, budgets are decided at a
town meeting.

The proposed change states peti-
tion signatures can force a mach-

ine-vote, but some residents
wanted the vote to go directly to
referendum. Currently, there is a
town meeting on the second Tues-
day in May with a voice vote.

According to Mayor Betsy Pat-
erson, the town council made
some "recommended changes" to
the proposed charter revision.

The council decided, however,
to leave the stipulation voters
must petition for a referendum.
The council did reduce the num-
ber of signatures needed for refer-
endum. Now, 200 votes would be
needed to force a referendum
vote.

The proposed council changes

will now go to the charter revision
committee, which will review the
recommendations and vote on
them. The next charter revision
meeting is slated for Tuesday.

Some residents sought charter
revision after the November 2005
elections, seeking privacy when
voting, saying a town meeting at 8
p.m. was inaccessible and the
middle school auditorium is not
big enough for all registered vot-
ers. The final vote could be on the
ballot at the November elections.

Copies of the plan are at the
town clerk's office, 4 South Eag-
leville Road, and at www.mansfieldct.org.

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orthopedic surgeon, Dr. Christopher Sewell. The practice accepts

PAGE
BREAK

TOWN NEWS

EASTERN EDITION

Storrs Center Design District OK'd

By MELISSA BRUEN
COURANT STAFF WRITER

Approval Allows \$165 Million Development To Move Forward

MANSFIELD — The planning and zoning commission on Monday unanimously approved to amend the town's zoning laws and map in order to create the Storrs Center special design district.

The project of the district is a \$165 million project that would offer a mix of housing, shops, services, offices, restaurants and entertainment.

There was much discussion of whether the commission should set a midnight curfew on outdoor live music played in the downtown area and whether established university groups — namely fraternities and sororities — would be allowed to live in the housing. But commission members said those questions were not significant enough to make them vote against the zoning

changes.

"The whole idea is that it is a completely different place than the rest of the town," said commission member Joanne Goodwin, who spoke out against the curfew on outdoor live music.

The commission voted 5-4 to leave the decision about such a curfew to the partnership, proving that "issues can resolve themselves without the oversight of the planning and zoning commission," said Stephen Bacon of the downtown partnership.

One of the night's biggest smiles could

be seen on the face of Macon Toledano, project manager and vice president for Leyland Alliance, the project developer.

"The unanimous decisions were confirmation that this open process was successful in creating a shared vision," Toledano said. "The project has been driven by the desire to create a Main Street university identity in which the university, town officials and citizens can all participate."

"Storrs Center will really be a positive thing for Mansfield and our region," Town Manager Matt Hart said. "It is a

great place to be now, but it will be even better in the future."

Now the individual phases of the project will be further developed, including the building designs, landscape and street construction, Toledano said.

"We can start putting the pieces together and giving them some detail," he said.

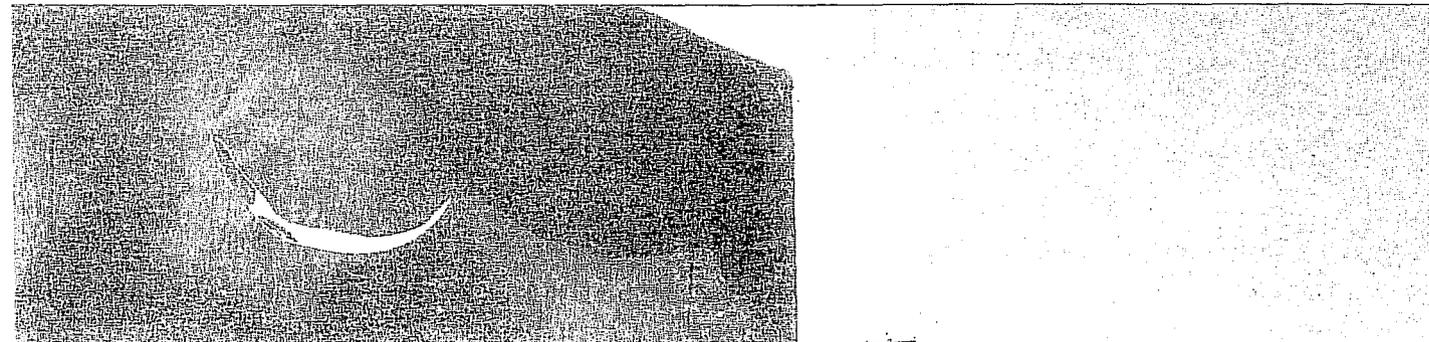
The Storrs Center project has been eight years in the making for some, including Mayor Betsy Paterson, who is satisfied that groundbreaking is finally in sight.

Contact Melissa Bruen at mbruen@courant.com.

MANSFIELD

Members of the Storrs Center Alliance and Mansfield Downtown Partnership applied for the changes, and the commission passed the changes by a two-vote margin.

THIS CLASS SURVIVED THREE YEARS OF SCHOOL RENOVATIONS



Church Gives Up Family Festival

PAGE
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