



- 5:30PM: Special Town Council meeting
- 7:20PM: Ceremonial presentation of four Life Saving Awards

**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, November 28, 2011
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
November 14, 2011

DRAFT

Town Clerk Mary Stanton 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: Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro
Excused: Keane

II. ORGANIZATIONAL BUSINESS

1. Election of Mayor

The Town Clerk requested nominations for the position of Mayor. Elizabeth Paterson and Christopher Paulhus were nominated. Ms. Paterson was elected and assumed the Chair.

2. Election of Deputy Mayor

Mayor Paterson requested nominations for the position of Deputy Mayor. Antonia Moran was nominated and elected Deputy Mayor.

3. Town Council Rules of Procedures

Mr. Ryan moved and Ms. Lindsey seconded to approve the Town Council Rules of Procedures as approved by the Personnel Committee with the following resolution:

BE IT RESOLVED, that under the authority of Section C302 of the Town Charter, the Town Council of the Town of Mansfield does hereby establish its Rules of Procedure as follows: These rules are in effect for the term of office of the Council and shall be adopted at the organizational meeting. Procedural matters not covered by the Town Charter or these Rules of Procedure will be determined by the Mayor, or by the Deputy Mayor in the absence of the Mayor, in accordance with Robert's Rules of Order, Newly Revised.

The motion passed unanimously.

The Council will develop plans to staff office hours.

4. Meeting of the Town Council

Mr. Paulhus moved and Ms. Lindsey seconded to approve the following resolutions:

RESOLVED: Pursuant to Section C302 of the Town Charter, the Town Council shall meet regularly on the second and fourth Mondays of every month at 7:30 p.m. in the Council Chambers of the Audrey P. Beck Building. The schedule of meetings for 2012, as provided by the Town Clerk, is hereby approved.

RESOLVED: Pursuant to Section C302 of the Town Charter the Town Council shall provide methods for the calling of special meetings. Special meetings of the Town Council may be called by the Mayor, or on the written request of at least three members of the Council, filed with the offices of the Town Manager and Town Clerk not less than 36 hours (excluding Saturday, Sunday, legal holidays and any day on which the Office of the Town Clerk is officially closed) in advance of such meeting, which request must specify the date and time and business to be transacted, and copies of this notice shall be served by mail or personally upon each Council member and the Town Manager or left at their usual place of abode at least 24 hours prior thereto.

RESOLVED: Emergency Special Meetings may be called by the Mayor or the Town Manager in case of an emergency with at least two hours notice given to Council members, without complying with the posting of notice requirement, but a copy of the minutes of every such Emergency Special Meeting shall be filed with the Town Clerk not

later than 72 hours following the holding of such meeting in accordance with the Freedom of Information Act, C.G.S. §Section 1-225 (d).

The resolutions passed unanimously.

Mr. Paulhus moved and Ms. Lindsey seconded, effective November 14, 2011, to adopt the Town Council Meeting Schedule for 2012, as presented by the Town Clerk.
Motion passed unanimously.

Ms. Moran moved and Mr. Schaefer seconded to add Item 4a, the appointment of the Town Attorney, to the Organizational Business.
The motion to add the item to the agenda passed unanimously.

4a. Appointment of the Town Attorney

Mr. Kochenburger moved and Mr. Ryan seconded to continue the services of Attorneys O'Brien and Johnson for a two year period. Contract details will be negotiated.
Motion passed unanimously.

III. APPROVAL OF MINUTES

Mr. Ryan moved and Mr. Kochenburger seconded to approve the minutes of the October 24, 2011 Special meeting as presented. Motion passed unanimously. Mr. Paulhus moved and Ms. Moran seconded to approve the minutes of the October 24, 2011 meeting as presented. Motion passed unanimously.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Betty Wassmundt, Old Turnpike Road, requested the Council dispense with the 5 minute speaking limitation for the public hearing on the Ethics Ordinance and that the administration provide more detailed information on the budget.

V. REPORT OF TOWN MANAGER

In addition to his submitted report Town Manager Matt Hart announced the December 5, 2011 reception for UConn President Susan Herbst. The reception will be held at the Community Center at 4:00 p.m.

Mr. Paulhus moved and Ms. Moran seconded to add item 10a, labor issues as reported in the press, to the agenda and to make it the next item of discussion.
Motion passed unanimously.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Paterson announced the following appointments to the Council's Standing Committees:

Personnel – Antonia Moran (Chair), Paul Shapiro and Denise Keane

Finance - Bill Ryan (Chair), Carl Schaefer and Meredith Lindsey

Committee on Committee - Peter Kochenburger (Chair), Paul Shapiro and Christopher Paulhus.

Mr. Paulhus reported he, the Mayor and Town Manager attended the Veterans' Day Program at the Senior Center. He especially appreciated the stories told by Veterans and thanked Kevin Grunwald and his staff for the event.

Ms. Moran, in response to a remark made in public comments, stated that the Town Manager has not yet had his review and therefore there has not been any change in his compensation this year.

In response to a request to eliminate the five minute public speaking limit for the public hearing on the Ethics Ordinance, Mr. Kochenburger reminded those present that there are a variety of ways to communicate with Council members.

VII. OLD BUSINESS

5. Revisions to Ethics Ordinance

Ms. Moran, Chair of the Personnel Committee, moved to submit for public comment at the November 28, 2011 public hearing, the proposed revisions to the Ethics Ordinance, as recommended by the Personnel Committee in its draft dated October 28, 2011.

Members discussed the pro and cons of adding the word "written" to Section 25-7 G. Ms. Lindsey moved to insert "written" prior to " ...Town policy or contract..." The motion was seconded by Mr. Kochenburger and discussion ensued. Ms. Moran moved to call the question. Seconded by Mr. Schaefer, the motion to end discussion passed. The motion to amend failed with a tie vote.

The original motion passed unanimously.

6. Amendments to Town of Mansfield Personnel Rules

Ms. Moran, Chair of the Personnel Committee, moved effective November 14, 2011, to adopt the Personnel Rules as presented by staff and endorsed by the Personnel Committee.

Mr. Shapiro commented Exhibit A was noted but not included.

Mr. Paulhus moved and Ms. Lindsey seconded to table the motion as Exhibit A, Sexual Harassment Policy, was referred to in the document but not included in the packet.

Motion passed unanimously.

VIII. NEW BUSINESS

7. Storm Alfred Recovery Operations

Staff reviewed the recovery operations for Storm Alfred. Council members thanked all those who contributed including staff, volunteers, UConn dining services, Region 19, C.E.R.T. teams and area businesses.

8. 40th Anniversary of Council-Manager Form of Government
Informational

9. Quarterly Financial Statements Dated September 30, 2011

Bill Ryan, Chair of the Finance Committee moved, effective November 14, 2011, to accept the Financial Statements Dated September 30, 2011.

Motion passed unanimously.

10. Livability Solutions Technical Assistance Application

Ms. Moran moved and Mr. Shapiro seconded, effective November 14, 2011, to authorize the Town Manager to submit an application for Smart Growth Technical Assistance to Livability Solutions and to authorize the Mayor to submit a letter describing the commitment of local leaders to implement the resulting initiatives and projects.

Motion passed unanimously.

10a. Storrs Green Labor Issue as Reported in the Press

The Town Manager introduced Howard Kaufman of Leyland Alliance and Eric Green of Erland Construction to provide information on recently published allegations concerning undocumented workers at the Storrs Center Project. Mr. Kaufman reported that he recently became aware of the issue following the release of a statement by the Labor Council and described his understanding of the situation which is still being clarified. The Connecticut Department of Labor has visited the work site and is requesting additional information from subcontractor Allstate Interiors. Mr. Green described the process used by Erland Construction to insure all employed workers are legally employed and stated he is working with Mr. Kaufman to see if additional safeguards might be added.

Councilor Lindsey asked why members of the Council were not informed prior to the issue becoming public. The Town Manager reported that he had been asked not to discuss the allegations as they are part of an ongoing review.

IX. QUARTERLY REPORTS

No comments

X. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

XI. REPORTS OF COUNCIL COMMITTEES

No comments

XII. PETITIONS, REQUEST AND COMMUNICATIONS

11. S. Shifrin re: Kirby Mill and MechaSys
12. Proclamation in Honor of Mansfield's Veterans
13. E. Paterson/M. Hart re: New England Gateway TIGER III
14. M. Hart re: Agreement between the Mansfield Board of Education and the Mansfield Administrators' Association
15. M. Hart re: Town Council Representative for Teacher Negotiations
16. L. Painter re: Proposed Inland Wetlands Regulation Revisions
17. State Comptroller's Office re: Appointment to Nonstate Public Health Advisory Committee
18. Department of Correction re: Capacity and Inmate Population
19. Memorandum of Agreement Regarding Restoration of Passenger Rail Service & Enhancement/Improvement of Freight Rail Service on New England Central Rail Line
20. Connecticut Town & City - Municipal Ethics Dilemma – October 2011
21. Connecticut Town & City - Public/Private Initiative Creates New Town Center in Mansfield – October 2011
22. S. Herbst re: Appointment to Town/University Relations Committee
23. Resolution of the Windham Region Council of Governments in Support of Watershed-Based Planning

XIII. FUTURE AGENDAS

Mr. Ryan requested a discussion of the Charter provision which requires a 15% favorable vote for bonding approval be added to a future agenda.

Ms. Moran moved and Mr. Shapiro seconded to enter into Executive Session to discuss Personnel in accordance with CGS §1-200(6) (A). Motion passed unanimously.

XIV. EXECUTIVE SESSION

Personnel in accordance with CGS §1-200(6) (A).

Present: Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro

XV. ADJOURNMENT

The Town Council reconvened in regular session.

Mr. Paulhus moved and Mr. Schaefer seconded a motion to adjourn.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

LEGAL NOTICE
TOWN OF MANSFIELD
PUBLIC HEARING November 28, 2011
“Ethics Ordinance”

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on November 28, 2011 to solicit public comments regarding a proposed ordinance titled “Ethic Ordinance.” (October 28, 2011 draft)

At this hearing persons may address the Town Council and written communications may be received. Copies of said proposals are on file and available at the Town Clerk’s office: 4 South Eagleville Road, Mansfield, Connecticut. The proposed ordinance is also available on the Town’s website (mansfieldct.org)

Dated at Mansfield Connecticut this 15th day of November 2011.

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; Board of Ethics
Date: November 28, 2011
Re: Revisions to Ethics Ordinance

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed revisions to the Ethics Ordinance. In keeping with our standard procedure, this item has been placed on the agenda as old business to allow the Council the opportunity to debrief the public hearing.

As you will recall, at the direction of the Council the Personnel Committee made further changes to the draft ordinance. At the November 14th meeting, the Town Council accepted the Personnel Committee's recommendation and voted to submit the October 28, 2011 revision of the Ethics Ordinance to the public hearing.

Legal Review

At the Personnel Committee's request, the Town Attorney assisted in preparing the proposed revisions to the Ethics Ordinance.

Attachments

- 1) Proposed Ethics Ordinance (Code), dated October 28, 2011
- 2) Memo from Mansfield Ethics Board dated 11/22/11

Ethics Ordinance
Town Council Draft – November 14, 2011

[HISTORY: Adopted by the Town Council of the Town of Mansfield 6-26-1995, effective 8-7-1995. Amendments noted where applicable.]

GENERAL REFERENCES

Authorities — See Ch. 5.
Conservation Commission — See Ch. 11.
Economic Development Commission — See Ch. 17.
Housing Partnership — See Ch. 34.
Inland Wetlands Agency — See Ch. 40.
Personnel Appeals Board — See Ch. 63.
Planning and Zoning Commission — See Ch. 67.
Police — See Ch. 70.
Regional Planning Agency — See Ch. 82.
Zoning Board of Appeals — See Ch. 94.
Affirmative action — See Ch. A191.
Committees, boards and authorities — See Ch. A192.
Housing Authority — See Ch. A193.

§ 25-1 Title.

This chapter shall be known and may be cited as the "Code of Ethics."

§ 25-2 Authority

This Code is legally authorized by Connecticut General Statutes section 7-148h, and Town of Mansfield Charter section C304.

§ 25-3 Purpose.

The purpose of this Code is to guide elected and appointed Town officials, Town employees and citizens by establishing standards of conduct for officials and employees. Public office or employment is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and employees affects every citizen of the municipality, and it must be based on honest and fair deliberations and decisions. Good government depends on decisions which are based upon the merits of the issue and are in the best interests of the town as a whole, without regard to personal gain. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town of Mansfield seeks to maintain and increase the confidence of our citizens in the integrity and fairness of their Town government. In pursuit of that goal, these standards are provided to aid those involved in decision making to act in accordance with the public interest, use objective judgment, assure accountability, provide democratic leadership, and uphold the respectability of our Town government.

§ 25-4 Definitions.

As used in this chapter, the following words or phrases shall have the meanings ascribed to them in this section:

ADVISORY BOARD

Any appointed board, committee, commission or agency of the Town of Mansfield without legal authority to finally and effectively require implementation of its

determinations, or to legally bind the Town, or to restrict or limit the authority of the Town to take action.

ADVISORY OPINION

A written response by the Board of Ethics to a request by a public official or employee asking whether their own present or potential action may violate any provision of this Code of Ethics.

BOARD

The Town of Mansfield Board of Ethics established in section 25-5 of this ordinance.

BUSINESS

Any entity through which business for profit or not for profit is conducted, including a corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, or self-employed individual.

BUSINESS WITH WHICH ONE IS ASSOCIATED

A business of which the person or a member of their immediate family is a director, officer, owner, employee, compensated agent, or holder of stock which constitutes five percent or more of the total outstanding stock of any class.

CONFIDENTIAL INFORMATION

Any information, whether transmitted orally or in writing, which is obtained by reason of the public position or office held and is of such nature that it is not at the time of transmission a matter of public record per the Connecticut Freedom of Information Act, C.G.S. section 1-200, et seq., or public knowledge.

EMPLOYEE

Any person receiving a salary, wages or other compensation from the Town for services rendered.

FINANCIAL INTEREST

Any interest representing an actual or potential economic gain or loss, which is neither de minimis nor shared by the general public.

GIFT

Anything of value, including entertainment, food, beverage, travel and lodging given or paid to a public official or public employee, to the extent that a benefit of equal or greater value is not received.

A gift does not include:

A political contribution otherwise reported as required by law or a donation or payment as described or defined in subdivision (9) or (11) of subsection (b) of Conn. General Statutes section 9-601a;

Services provided by persons volunteering their time;

A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

A gift received from an individual's spouse, fiancé or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child;

Goods or services which are provided to the municipality and facilitate governmental action or functions;

A certificate, plaque or other ceremonial award costing less than one hundred dollars;

A rebate or discount on the price of anything of value made in the ordinary course of a business without regard to that person's status;

Printed or recorded informational material germane to governmental action or functions;

Items of nominal value, not to exceed twenty dollars, containing or displaying promotional material;

An honorary degree bestowed upon a public official or public employee by a public or private university or college;

A meal provided at an event and/or the registration or entrance fee or travel costs to attend such an event, in which the public employee or public official participates in his official capacity;

A meal provided in the home by an individual who resides in the municipality;

Gifts in-kind of nominal value not to exceed \$25.00 tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed one hundred dollars;

A gift worth no more than \$500.00 made in recognition of a "life event" such as a wedding, birth or retirement.

IMMEDIATE FAMILY

Any spouse, child, parent, sibling or co-habiting partner of a public official or employee, any other individual who resides in the household of the public official or employee, and the spouse, child, parent or sibling of any such spouse, child, parent, sibling, co-habiting partner or other individual who resides in the household.

INDIVIDUAL

Any natural person.

INDIVIDUAL WITH WHOM ONE IS ASSOCIATED

Any individual with whom the public official or employee or a member of their immediate family mutually has an interest in any business.

OFFICIAL RESPONSIBILITY

The direct administrative or operating authority, whether exercised personally or through subordinates, to approve, disapprove, or to otherwise direct Town government action.

PERSON

Any individual, sole proprietorship, trust, corporation, union, association, firm, partnership, committee, club or other organization or group of persons.

PUBLIC OFFICIAL

Any elected or appointed official, whether paid or unpaid or full or part-time, of the Town or a political subdivision thereof, including members and alternate members of town agencies, boards and commissions, and committees, or any other board, commission or agency that performs legislative, administrative, or judicial functions or exercises financial authority (collectively hereinafter referred to as "body"), including candidates for any such office, except for any member of an advisory board. Town agencies, boards, commissions and committees that have sufficient authority to qualify as Public Officials subject to the requirements of this Code are the Town Council, Board of Education, Planning and Zoning Commission, Inland Wetlands Agency, Zoning Board of Appeals, Conservation Commission, Board of Assessment Appeals, Board of Ethics, Building Board of Appeals, Housing Code Board of Appeals, Historic District Commission, Personnel Appeals Board, the Advisory Committee on the Needs of Persons with Disabilities when it is functioning as the ADA Grievance Committee, and any hearing officer appointed per section 129-4 of the Hearing Procedure for Citations Ordinance, or section 189-6A of the Zoning Violations Ordinance, of the Code of the Town of Mansfield.

§ 25-5 Board of Ethics

A. There is hereby established a Board of Ethics consisting of five (5) electors of the Town. The members shall be appointed by the Town Council and shall serve for a term of three (3) years, except for the initial Board upon which two (2) members served for a term of two (2) years, and one (1) member served for a term of one (1) year. Terms shall commence on the first day of the month after the date of appointment. Any vacancy that occurs shall be filled for the unexpired portion of the term.

B. Alternate members. In addition to the regular members, the Town Council shall appoint two (2) alternate members to serve in the absence of any regular member(s). The initial appointments were for a term that expired on June 30, 1996. Thereafter, all terms have been and shall continue to be for two years.

C. No more than three (3) members and no more than one (1) alternate member shall be of the same political party at any time.

D. All members and alternates shall be electors of the Town. No member or alternate shall (1) hold or campaign for any public office; (2) hold office in any political party or political committees; (3) serve as a public official as defined in section 25-4 of this Code; or (4) be an employee of the Town. Members of the Board of Ethics may also serve on any Town advisory board.

E. Any member of the Board of Ethics shall have an unrestricted right to vote, make political contributions, attend or buy a ticket to fundraising or other political events, identify himself or herself as a member of a political party, be politically active in connection with a question that is not specifically identified with a candidate for any Town office subject to the jurisdiction of the Board of Ethics such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participate fully in public affairs. No member or employee of the Board of Ethics may, however, publicly endorse or publicly oppose any candidate for any Town office subject to the jurisdiction of the Board of Ethics per this Code, in a speech, public advertisement, political advertisement, broadcast, campaign literature, or similar action or material; take any part in managing the political campaign of any such candidate, or initiate or circulate a nomination petition, work as a driver transporting voters to the polls during an election, or directly solicit, receive, collect, handle, disburse or account for assessments, contributions or other funds for any such candidate; place a sign or sticker supporting or opposing a candidate for any such Town office on real or personal property owned by the placer of such sign or sticker; or become a candidate for any such Town office.

§ 25-6 Organization and Procedure

A. The Board of Ethics shall elect a chairperson who shall preside at meetings of the Board, a vice-chairperson to preside in the absence of the chairperson, and a secretary. In the absence of both the chairperson and vice-chairperson, Board members shall elect a temporary chairperson. Three members shall constitute a quorum. Except for its final determination of a complaint after a hearing per section 25-8(G) of this ordinance, a majority vote of the Board shall be required for action of the Board. The chairperson, vice-chairperson in the absence of the chair, or any three regular members may call a special meeting of the Board.

B. The Board of Ethics shall (1) Compile and maintain a record of all reports, advisory opinions, statements, and memoranda filed with the Board to facilitate public access to such reports and statements in instances in which such public disclosure is legally permissible; (2) Issue advisory opinions with regard to the requirements of this Code of Ethics upon the request of any public official, employee or agency of the Town regarding whether their own present or potential action may violate any provision of this Code. Advisory opinions rendered by the Board of Ethics shall be binding on the Board and shall be deemed to be final decisions of the Board. Any advisory opinion concerning an official or employee who requested the opinion and who acted in reliance thereon in good faith, shall be an absolute defense in any subsequent matter regarding the same issue(s) brought under the provisions of this Code; The Board may make available to the public such advisory opinions which do not invade personal privacy and take other appropriate steps in an effort to increase public awareness of this Code of Ethics; (3) The Board of Ethics shall prepare and submit to the Town Council an annual report of its actions during the preceding twelve (12) months and its recommendations, if any. Additional reports, opinions and

recommendations may be submitted by the Board to the Town Council at any time. In all such submissions, the Board shall be careful to protect and uphold the confidentiality of all information regarding cases in which no final determination of violation has been made; (4) The Board shall prepare materials informing public officials and employees of their rights and responsibilities under this Code of Ethics.

C. The Board of Ethics shall establish and from time to time amend its own rules and procedures, which shall be made available to the public at the Office of the Town Clerk.

D. The Board of Ethics may utilize or employ necessary staff or outside counsel within available appropriations and in accordance with existing rules and procedures of the Town of Mansfield.

Section 25-7 Rules

A. Outside Business. No public employee or public official shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, which is incompatible with the proper discharge of their official responsibilities in the public interest or which would tend to impair their independent judgment or action in the performance of their official responsibilities.

B. Gifts. (1) No public employee or public official shall solicit or accept any gift from any person which to their knowledge is interested in any pending matter within such individual's official responsibility. (2) If a prohibited gift is offered, the employee or official must refuse it, return it, pay the donor the full value of the gift, or donate it to a non-profit organization provided that the employee or official does not take the corresponding tax deduction. Alternatively, it may be considered a gift to the Town of Mansfield provided it remains in the Town's possession permanently.

C. Conflict of Interest. (1) A public official or public employee shall not vote upon or otherwise participate to any extent in any matter on behalf of the Town of Mansfield if he or she, a business with which they are associated, an individual with whom they are associated, or a member of his or her immediate family has a financial interest in the transaction or contract, including but not limited to the sale of real estate, material, supplies or services to the Town of Mansfield. (2) If such participation is within the scope of the official responsibility of the public employee or public official, as soon as possible after they become aware of such conflict of interest, they shall submit written disclosure which sets forth in detail the nature and extent of such interest to their agency or supervisor as the case may be, and to the Board of Ethics. (3) Notwithstanding the prohibition in subsection (C)(1), a public employee or public official may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the Town of Mansfield. (4) Also notwithstanding the prohibition set forth in subsection (C)(1), a public employee or public official who is employed by the State of Connecticut may vote or otherwise participate in a matter if it involves the State of Connecticut and the interest is shared with a substantial segment of the population of the Town of Mansfield and also with a substantial portion of persons employed by the State of Connecticut outside of the department or unit in which the public employee or public official is employed.

D. Representing Private Interests. (1) Except for a public official who receives no compensation for their service to the Town other than per diem payments or reimbursement of expenses, no public employee or public official shall appear on behalf of private interests before

any board, agency, commission or committee of the Town of Mansfield. (2) No public employee or public official shall represent private interests against the interest of the Town in any litigation to which the Town is a party.

E. Self-Representation. Nothing contained in this Code of Ethics shall prohibit or restrict a public employee or public official from appearing before any board, agency, commission or committee of the Town of Mansfield on their own behalf, or from being a party in any action, proceeding or litigation brought by or against the public employee or public official to which the Town of Mansfield is a party.

F. Confidential Information. No public employee or public official shall disclose confidential information, as defined in section 25-4 of this Code, concerning Town affairs, nor shall such employee or official use such information for the financial interests of himself or herself or others.

G. Use of Town Property. No public employee or public official shall request or permit the use of Town funds, services, Town owned vehicles, equipment, facilities, materials or property for personal use, except when such are available to the public generally or are provided by official Town policy or contract for the use of such public employee or public official. Enforcement of this provision shall be consistent with the Town's legal obligations.

H. Contracts with the Town. No public employee or public official, or a business with which they are associated, or member of their immediate family shall enter into a contract with the Town of Mansfield unless it is awarded per the requirements of prevailing law, and in particular, Chapter 76 of the Code of the Town of Mansfield, "The Ordinance for Obtaining Goods and Services."

I. Financial Benefit. No public employee or public official may use their position or office for the financial benefit of themselves, a business with which they are associated, an individual with which they are associated, or a member of their immediate family.

J. Fees or Honoraria. No public employee or public official acting in their official capacity shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event.

K. Bribery. No public employee or public official, or member of such individual's immediate family or business with which they are associated, shall solicit or accept anything of value, including but not limited to a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

L. Disclosure. Any public official or employee who presents or speaks to any board, committee, commission or agency during the time set aside during any meeting of any such body for public comment shall at that time disclose their name, address, and Town of Mansfield public affiliation, regardless of whether said affiliation is related to the matter being addressed by the speaker.

M. Political Activity. No public official or employee may request, or authorize any other official or employee to request that a subordinate employee of the Town actively participate in an election campaign or make a political contribution. No public official or employee may engage in any political activity while on duty for the Town, or with the use of Town funds, supplies, vehicles or facilities. Political activity includes voting, making political contributions, buying a ticket to

fundraising or other political events; taking an active role in connection with a question such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participating in political affairs; endorsing or opposing any candidate for any public office; taking any part in managing the political campaign of any such candidate, or initiating or circulating a nomination petition, working as a driver transporting voters to the polls during an election, or directly soliciting, receiving, collecting, handling, disbursing or accounting for assessments, contributions or other funds for any such candidate; placing or wearing a sign or sticker supporting or opposing a candidate for any public office; becoming or acting as a candidate for any public office. However, no Mansfield voter may be prohibited from voting at any Town Meeting based on their status as a public official or employee. Activity legally authorized by Connecticut General Statutes section 9-369b, regarding the preparation, printing and dissemination of certain explanatory materials pertaining to referendum questions and proposals, is exempt from such restriction.

§ 25-8 Powers and Duties, Complaints and Investigations, Confidentiality

A.(1) Upon the complaint of any person on a form prescribed by the Board of Ethics, signed under penalty of false statement, or upon its own complaint, the Board of Ethics shall investigate any alleged violation of this Code. Unless and until the Board of Ethics makes a finding of a violation, a complaint alleging a violation of this Code shall be confidential except upon the request of the respondent.

B. (1) No later than ten (10) days after the receipt or issuance of such complaint, the Board shall provide notice of such receipt or issuance and a copy of the complaint by registered or certified mail to any respondent against whom such complaint is filed, and shall provide notice of the receipt of such complaint to the complainant. (2)The Board of Ethics shall review and investigate the complaint to determine whether the allegations contained therein constitute a violation of any provision of the Code. This investigation shall be confidential except upon the request of the respondent. If the investigation is confidential, any allegations and any information supplied to or received from the Board of Ethics shall not be disclosed to any third party by a complainant, witness, designated party, or Board of Ethics member.

C. (1) In the conduct of its investigation of an alleged violation of this Code, the Board of Ethics shall have the power to hold investigative hearings, administer oaths, examine witnesses, receive oral, documentary and demonstrative evidence, subpoena witnesses and require by subpoena duces tecum the production for examination by the Board of any books and papers which the Board deems relevant in any matter under investigation. In the exercise of such powers, the Board may use the services of the Town police, who shall provide the same upon the request of the Board. Any such subpoena is enforceable upon application to the Superior Court for Tolland County. (2) If any such investigative hearing is scheduled, the Board of Ethics shall consult forthwith with the town attorney or outside counsel authorized per section 25-7D of this Code. The respondent shall have the right to appear, to be represented by legal counsel and to examine and cross-examine witnesses.

D. (1) If, after investigation, the Board of Ethics determines that the complaint does not allege sufficient facts to constitute probable cause of a violation, the Board shall dismiss the complaint. The Board shall inform the complainant and the respondent of its finding of dismissal by registered or certified mail not later than three business days after such determination of dismissal. (2) After any such finding of no violation, the complaint and the record of its

investigation shall remain confidential, except upon the request of the respondent. No complainant, witness, designated party, or Board of Ethics or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known.

E. If, after investigation, the Board of Ethics determines that the complaint alleges sufficient acts to constitute probable cause of any violation, then the Board shall send notice of said finding of probable cause to the complainant and respondent by registered or certified mail within three business days and fix a date for the hearing on the allegations of the complaint to begin no later than thirty (30) calendar days after said issuance of notice. The hearing date regarding any complaint shall be not more than sixty (60) calendar days after the filing of the complaint. If any such hearing is scheduled, the Board of Ethics shall consult forthwith with the town attorney or outside counsel authorized per section 25-7D of this Code.

F. (1) A hearing conducted by the Board of Ethics shall be governed by the administrative rules of evidence. Any such hearing shall be closed to the public unless the respondent requests otherwise. (2) In the conduct of its hearing of an alleged violation of this Code, the Board of Ethics shall have the power to administer oaths, examine witnesses, receive oral, documentary and demonstrative evidence, subpoena witnesses and require by subpoena duces tecum the production for examination by the Board of Ethics of any books and papers which the Board deems relevant in any matter under investigation or in question. In the exercise of such powers, the Board may use the services of the Town police, who shall provide the same upon the request of the Board. Any such subpoena is enforceable upon application to the Superior Court. (3) The respondent shall have the right to appear, to be represented by legal counsel and to examine and cross-examine witnesses.

G. (1) If, after a hearing on a complaint for which probable cause has previously been found, the Board of Ethics finds by a vote of at least four of its members based on clear and convincing evidence that any violation of this Code of Ethics has occurred, the Board shall submit a memorandum of decision, which may include recommendations for action, to the Town Council, Town Manager, and any other appropriate Town agency. (2) The recommendations of the Board of Ethics may include, but not be limited to, any combination of the following: recusal, reprimand, public censure, termination or suspension of employment, removal or suspension from appointive office, termination of contractual status, or the pursuit of injunctive relief. No such recommendation may be acted upon in violation of federal or state law or the Charter, ordinances, legally adopted policies, or collective bargaining agreements of the Town of Mansfield. Any discussion by the Town Council or other Town agency regarding any such memorandum of decision shall be in executive session, subject to the requirements of state law, unless the affected individual requests that such discussion be held in open session.

H. The Board of Ethics shall make public any finding of a violation not later than five business days after the termination of the hearing. At such time, the entire record of the investigation shall become public. The Board of Ethics shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making such finding by registered or certified mail not later than three business days after termination of the hearing.

I. No complaint may be made under this Code except within two years of the date of knowledge of the alleged violation, but no more than four years after the date of the alleged violation.

J. No person shall take or threaten to take official action against an individual for such individual's disclosure of information to the Board of Ethics under the provisions of this Code. After receipt of information from an individual, the Board of Ethics shall not disclose the identity of such individual without his consent unless the Board determines that such disclosure is unavoidable during the course of an investigation or hearing.

§ 25-9 Former Public Officials/Employees (NEW)

A. No former public employee or public official, as defined in section 25-4 of this Code, shall appear for compensation before any Town of Mansfield board, commission or agency in which they were formerly employed or involved at any time within a period of one year after termination of their service with the Town.

B. No such former public employee or public official shall represent anyone other than the Town of Mansfield concerning any particular matter in which they participated personally and substantially while in the service of the Town.

C. No such former public employee or public official shall disclose or use confidential information acquired in the course of and by reason of their official duties in the service of the Town of Mansfield, for financial gain for themselves or others.

D. No such former public employee or public official who participated substantially in the negotiation or award of a Town of Mansfield contract obliging the Town to pay \$100,000.00 or more, or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town of Mansfield for a period of one year after such contract is finally executed.

§ 25-10 Distribution of Code of Ethics.

Copies of this Code of Ethics shall be made available to the Town Clerk for filing and to the Town Clerk and Town Manager for distribution. The Town Clerk shall cause a copy of this Code of Ethics to be distributed to every public official of the Town of Mansfield within thirty days of the effective date of this Code or any amendment thereto. The Town Manager shall cause a copy of this Code of Ethics to be distributed to every employee of the Town of Mansfield within thirty days of the effective date of this Code or any amendment thereto. Each new public employee and public official shall be furnished a copy of this Code before entering upon the duties of their office or employment.

§ 25-11 Severability: Conflicts with other Provisions.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. Furthermore, should any such provisions of this chapter conflict with any provisions of the Personnel Rules of the Town of Mansfield, the collective bargaining agreements of the Town of Mansfield or the Connecticut General Statutes, the relevant provisions of the Personnel Rules, collective bargaining agreements and/or the Connecticut General Statutes shall prevail.

To: Mansfield Town Council

From: Mansfield Ethics Board
Via Maria Capriola at the Board's request



Date: November 22, 2011

Re: Comments for Public Hearing on Ethics Code

Through consensus the Ethics Board agreed to submit the following recommendations to the Council for the 11/28 public hearing on the Ethics Code:

- Definition of financial interest – keep the word “trivial” in parenthesis after “de minimus”:
Financial Interest - Any interest representing an actual or potential economic gain or loss, which is neither de minimis (**trivial**) nor shared by the general public.
- The Board should review its rules of procedure and the Code as needed but no fewer than once every five years. Revise language accordingly in 25-6C.
- 25-7B – The word “permanently” should be stricken:
Gifts. (1) No public employee or public official shall solicit or accept any gift from any person which to their knowledge is interested in any pending matter within such individual’s official responsibility. (2) If a prohibited gift is offered, the employee or official must refuse it, return it, pay the donor the full value of the gift, or donate it to a non-profit organization provided that the employee or official does not take the corresponding tax deduction. Alternatively, it may be considered a gift to the Town of Mansfield provided it remains in the Town’s possession **permanently**.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: November 28, 2011
Re: Amendments to Town of Mansfield Personnel Rules

Subject Matter/Background

Per the request of the Council at the November 14, 2011 regular meeting, the Town's Anti-Harassment Policy has been included as "Attachment A" to the proposed Personnel Rules.

As you will recall, the Personnel Rules are a set of policies and procedures mostly applicable to the Town's non-union workforce. The Rules were originally adopted in 1972 and have been revised eight times. The Rules were last revised in 1995 and many of the recommended changes to the Personnel Rules are "housekeeping" in nature, meaning that language has been modernized to reflect current practices and laws.

At the Council's direction, the Personnel Committee and staff have clarified the language regarding the grievance procedure for non-union employees (Chapter 12). At its October 28, 2011 meeting, the Personnel Committee approved the recommended revised language to the draft rules.

As a reminder, the substantive recommended changes to the Personnel Rules are as follows:

- Modification to the system for forfeiting compensatory leave balances in excess of the allowable amounts for exempt employees (page 20)
- Reduction in the workers compensation wage supplement from six months to four months (page 36)
- Extending participation in the retiree payment in lieu of health insurance program to non-union employees (page 60)
- Employees on any type of leave that exceeds three months are not eligible to accrue leave during the extended absence.

Legal Review

The law firm Jordan Burt LLP provided assistance in preparing the recommended revisions to the personnel rules; Jordan Burt has experience with and knowledge of employment law in Connecticut.

Recommendation

If the Town Council concurs with the Town Manager's and Personnel Committee's recommended revisions to the Personnel Rules, the following motion is in order:

Move, effective November 28, 2011, to adopt the Personnel Rules as presented by staff and endorsed by the Personnel Committee.

Attachments

- 1) Recommended Changes to Chapter 12 of the Personnel Rules
- 2) Recommended revisions to the Personnel Rules, dated November 14, 2011
- 3) Attachment A – Anti-Harassment Policy

Chapter 12

GRIEVANCES AND APPEALS

12.1 Grievance Procedure. Non-union employee grievances alleging a violation of these rules shall be presented as follows.

- a. Step One. The aggrieved employee shall first notify the immediate supervisor in writing of the nature and facts of the grievance within three (3) working days of its occurrence. The immediate supervisor shall make and return a resolution of the grievance in writing within five (5) working days after such notification. If an employee's immediate supervisor is a department head, Step One in the grievance process is not applicable and the employee shall automatically proceed to Step Two.

If an employee's department head or immediate supervisor is the Town Manager, Step One and Step Two in the grievance process are not applicable and the employee shall automatically proceed to Step Three.

- b. Step Two. If the supervisor's resolution of the matter is not satisfactory to the employee, such grievance shall be submitted in writing to the department head within three (3) additional working days of receipt of the supervisor's response. Within ten (10) working days after the department head receives such grievance, the department head shall resolve the matter in writing and it shall be returned to the employee. If an employee's department head or immediate supervisor is the Town Manager, Step Two in the grievance process is not applicable and the employee shall automatically proceed to Step Three.

- c. ~~Step Two~~ Step Three. If the department head's resolution of the matter is not satisfactory to the employee, the grievance can be submitted to the town manager in writing for review within five (5) working days of receipt of the department head's resolution. Within ten (10) working days of the date of his or her receipt of the grievance, the town manager may call a meeting to review the nature and facts of the grievance or may refer the grievance to the Personnel Appeals Board.

When the town manager chooses to make a review of the matter, the following may be called to meet: the aggrieved employee; the employee's representative, if any; the department head; any other person involved in the complaint. Within ten (10) working days

following such a meeting, the town manager shall either render a decision in writing to all concerned or refer the matter to the Personnel Appeals Board.

- d. ~~Step Three **Four**. Within five (5) working days of the date of his or her receipt of the grievance, the town manager may call a meeting to review the nature and facts of the grievance or may refer the grievance to the Personnel Appeals Board.~~

~~(1) When the town manager chooses to make a review of the matter, the following may be called to meet: the aggrieved employee; the employee's representative, if any; the department head; any other person involved in the complaint. Within ten (10) working days following such a meeting, the town manager shall either render a decision in writing to all concerned or refer the matter to the Personnel Appeals Board.~~

An aggrieved employee may file a grievance for the consideration of the Personnel Appeals Board whenever the resolution of the town manager does not provide satisfaction. The employee must file an appeal to the Personnel Appeals Board within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing on any question placed before it within thirty (30) working days of the date of receipt of the grievance and shall inform all concerned parties of its decision within ten (10) working days from the date of the hearing. The employee has the right to request a hearing which is open to the public.

- e. This procedure applies to all grievances or complaints filed with the ADA Grievance Committee alleging acts prohibited by the United States Department of Health and Human Services regulations (45 CFR Part 84) implementing Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual...shall, solely by reason of his handicap, be excluded from participation in any program or activity receiving Federal financial assistance..." The law and regulations may be examined in the office of the Town Manager, Audrey P. Beck Town Offices, Four South Eagleville Road, Storrs, Connecticut.

The right of a person to prompt and equitable resolution of the complaint filed under Chapter 12 of the Personnel Rules for the Town of Mansfield shall not be impaired by the person's pursuit of other remedies including the following:

- (1) Filing a complaint with the Connecticut Human Rights and Opportunities Commission or the United States Equal Employment Opportunity Commission.
- (2) Filing a complaint with the Regional Office of Civil Rights of the U. S. Department of Health and Human Services.
- (3) Pursuing legal action through the courts.
- (4) Filing a grievance with the ADA Grievance Committee.

12.2 Appeals from Suspension, Demotion and Dismissal. Appeals from suspension, dismissal or demotion may be made by a regular non-union employee by applying to the Personnel Appeals Board in writing within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing within ten (10) working days or a mutually agreeable time after such a request for appeal is made by the employee.

The hearing will be informal with the employee, the employee's representative (if any) and the department head present. The hearing may be public or private at the discretion of the employee. The Personnel Appeals Board shall make findings and recommendations in individual cases brought before it and shall notify all parties concerned within ten (10) working days after the hearing.

Town of Mansfield
PERSONNEL RULES

Adopted: July 31, 1972
Revised: March 6, 1978
June 11, 1979
December 10, 1979
November 25, 1985
May 22, 1989
February 10, 1992
December 13, 1993
February 27, 1995
November 14, 2011

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INTRODUCTION

This booklet has been prepared to provide you with a ready reference of:

1. Rules, regulations and policies regarding the Town of Mansfield's human resources program; and
2. The benefits for which you are eligible as an Employee of the Town of Mansfield.

The contents herein are presented as a matter of information only and are not to be understood or construed as a promise or contract between the Town and its Employees. Any oral statements or representations which conflict with this position are unauthorized and may not be relied upon by any employee.

These Personnel Rules and Regulations are not intended to cover all topics or circumstances. The Town reserves the right to respond to specific situations in the manner the Town believes best suits the needs of the Town and the Employee(s) involved.

Employees covered by a Collective Bargaining Agreement will be governed by the policies set forth in their respective Agreement to the extent such policies differ from the policies outlined herein.

The Town of Mansfield reserves the right to modify, revoke, suspend, terminate or cancel at anytime all or any part of its rules, regulations and policies as circumstances may require. The language used in the Personnel Rules and Regulations is not intended to create nor is it to be construed to constitute an employment contract.

All Employees are urged to read this manual carefully and at their earliest convenience. Any questions concerning this material should be directed to the Town Manager's Office.

DEFINITIONS OF PERSONNEL TERMS

1. ALLOCATION means the official assignment of an individual position to an appropriate class on the basis of the kind, difficulty, and responsibility of the work actually performed in the position.
2. APPOINTING AUTHORITY means an office or agency subject to the Town Charter having power to make appointments to positions.
3. CLASS or CLASS OF POSITIONS means a group of positions sufficiently alike in duties, authority, and responsibility to justify the application of same class title, qualifications, and salary range to all positions in the group and the use of the same tests of fitness in recruiting.
4. CLASSIFIED SERVICE means all positions in the Town service except elected officers, members of boards and commissions and officers appointed by the Council or the Town, the Town Manager, employees of the Board of Education, persons employed in a professional or scientific capacity to make or conduct temporary and special inquiries, investigations or examinations. For the purpose of these rules, the term “employees in the classified service” and “positions in the classified service” shall be used interchangeably.
5. JOB DESCRIPTION means the written description of a class containing the official title, a statement of the duties, authority, and responsibilities of the class and the qualifications that are necessary or desirable for the satisfactory performance of the duties of the class.
6. CONTINUOUS SERVICE means the employment by the Town without break or interruption. Leaves of absence with pay and approved leaves without pay of 12 weeks or less shall not interrupt continuous service nor be deducted therefrom. Military service does not constitute a break in service. All absences without approved leave in excess of three work days in any calendar month shall be deducted from and shall interrupt continuity of service.
7. DEMOTION means the change of an employee from a position in one class to a position in another class having a lower maximum salary rate.
8. DISMISSAL means the complete separation of an employee from Town service by failure of the employee to successfully complete his/her probationary period, or separation of a regular employee after she/he is given written notice.
9. ELIGIBLE means a person whose name is on an active employment list.

10. EMPLOYEE means a full-time, regular employee who has completed a probationary period.
11. EXEMPT EMPLOYEE means any employee who is not subject to minimum wage and overtime requirements as provided by Connecticut law, the Fair Labor Standards Act and related regulations.
12. FULL-TIME POSITION means a position requiring the observance of normal working hours, as stipulated in Section 6.1.a and 6.1.b, on a year-round basis.
13. LAYOFF means separation of an employee from the service of the Town due to lack of work or funds or elimination of the position held by the employee due to reorganization, a change in duties or other reasons related to the Town's operations.
14. INTERIM EMPLOYEE means a temporary employee whose appointment exceeds three months; this term will normally be used to characterize employees hired to fill grant funded positions.
15. MERIT means a system by which the Town seeks to treat employees and candidates for employment on the basis of their competence to perform the work which the Town considers to be in its best interest to require.
16. NON-EXEMPT EMPLOYEE means any employee subject to minimum wage and overtime requirements as provided by Connecticut law, the Fair Labor Standards Act and related regulations.
17. NON-REGULAR EMPLOYEE means an employee who is a seasonal or temporary employee.
18. OPEN COMPETITIVE TEST means a test open to all qualified persons including permanent Town employees.
19. PART-TIME POSITION means a position involving sub-normal working hours, such as a few hours a day or days a week on a regular recurring basis and paid on a proportional basis at one of the weekly rates established for full-time employment.
20. PERMANENT POSITION means a regularly established position in the classified service in which the duties are of such a nature that it can be reasonably assumed that the position will continue indefinitely.
21. PERSONNEL APPEALS BOARD means a three-member committee that seeks to assure the employment system of the Town is fair and equitable for both the Town and its employees.

22. POSITION means a related group of duties within an organization unit assigned to an employee.
23. PROBATIONARY PERIOD means a working test period during which an employee's fitness to perform the duties of the appointed class of position is demonstrated through the actual performance of those duties.
24. PROMOTION means advancing an employee from a position in one class to a position in another class having a higher maximum salary range.
25. PROMOTION TEST means a test to determine which employees in a particular class merit advancement to a higher class, admission to the test being limited to regular employees in the classified service who possess the required qualifications.
26. PUBLIC HEARING means a hearing after public notice at which any person may have a reasonable opportunity to be heard.
27. RECLASSIFICATION means a transfer of an employee from one class to another.
28. REGULAR EMPLOYEE means an employee other than a seasonal or temporary employee who has been regularly and legally appointed to a position in the classified service after satisfactorily completing a working test period (probation) in accordance with these Rules.
29. SEASONAL POSITION means a position requiring the observance of scheduled full or part-time working hours but which is filled only during certain months or seasons of the year.
30. SUSPENSION means the temporary separation of an employee from the service for disciplinary reasons and for a definite period specified in writing.
31. TEMPORARY EMPLOYEE means any employee appointed to a temporary position or temporarily appointed to fill a regular position.
32. TEMPORARY POSITION means a regularly established position in the classified service created for a designated period of time not to exceed one year.
33. TEST means any procedure upon which an employment decision is based.
34. TRANSFER means a change of an employee from one position to another position, whether in the same department or another department, in the same class or another class having the same minimum and maximum

salary limits, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Chapter 1

GENERAL MERIT AND ANTI-DISCRIMINATION POLICIES

- 1.1 Personnel Policy. It is hereby the declared personnel policy of the Town of Mansfield that:

Employment in the Town government shall be based on merit, and free of personal or political considerations;

Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the Town government;

Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis;

Appointments, promotions and other actions requiring the application of merit principles shall be based on systematic tests and evaluations;

Every consideration shall be given to the rights and interests of employees consistent with the best interests of the public and the Town;

Every employee is expected to comply with the spirit and intent of this merit system.

- 1.2 Equal Opportunity Employer. The Town of Mansfield is an equal opportunity employer. Except in the case of a bona fide occupational qualification or need, the Town does not discriminate in hiring or other personnel actions on the basis of any legally-protected class basis, including race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, veteran status, present or past history of mental disability, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

- 1.3 Sexual and Other Unlawful Harassment. Please refer to the Town's sexual harassment policy, attached as Exhibit A to these rules.

Chapter 2

PURPOSE AND SCOPE

2.1 Purpose of Rules. It is the purpose of these rules to give effect to the Town Charter which states that:

" Consistent with all applicable federal and state laws, the Town Council shall provide by ordinance for the establishment, regulation, and maintenance of personnel policies necessary for effective administration of the Town's departments, offices and agencies, including but not limited to classification and pay plans, merit systems, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations, including collective bargaining units. " (Section c602)

2.2 Scope. The classified service shall include appointees to all positions now or hereafter created except the following:

- a. Elected officials and persons appointed to fill vacancies in elective offices
- b. Members of boards and commissions
- c. The town manager, town attorney, and other officers appointed by the Council
- d. Employees of the Board of Education
- e. Persons employed in a professional capacity to make or conduct a temporary or special inquiry, study or investigation
- f. Temporary and seasonal employees as defined in Section 7.4
- g. Persons employed on a contractual basis
- h. Students participating in work study programs
- i. Persons employed by non-profit entities and government agencies other than the Town
- j. Volunteer personnel

2.3 Application. Provisions of these personnel rules may be specifically included in and are subject to labor contracts negotiated with Town

employees' bargaining units constituted under Section 7-467 to 7-477 inclusive of the General Statutes of Connecticut.

- 2.4 Omission. Provisions relating to the employment and tenure of employees to whom these Rules are applicable which are not specifically addressed by these Rules shall be determined by the town manager.

Chapter 3

ADMINISTRATION

- 3.1 Administration of Merit System. The merit system shall be administered by the town manager acting as the personnel director.
- 3.2 Technical Personnel Services. The town manager may contract with any qualified person or agency for the performance of such technical services as may be needed in the establishment and operation of the personnel program.
- 3.3 Delegation of Authority. As stated in Section C503 of the Town Charter: "The manager may designate one of his appointees to serve as acting manager during the manager's absence."
- 3.4 Delegation of Authority to Department Heads. The town manager may delegate to department heads or his or her designee the authority to take personnel actions in their departments in accordance with these rules.
- 3.5 Departmental Regulations. Subject to the approval of the town manager, a department head may develop regulations for the operation of his/her unit.
- 3.6 Amendments to the Personnel Rules. Any amendments to these Rules shall become effective upon approval by the Town Council and filing by the town manager with the town clerk. Copies of any amendments shall be distributed to all members of the classified service.

Chapter 4

CLASSIFICATION PLAN

- 4.1 Classification of Positions. All positions in the classified service shall be grouped into classes and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skills, and personal qualities are applicable thereto.
- 4.2 Class Specifications. Written job descriptions shall be prepared for each class. Each job description shall include a class title, a description of the duties and responsibilities of the class, and the minimum qualifications required of applicants seeking appointment. Class specifications shall be descriptive and explanatory and shall not be restrictive.
- 4.3 Classification Plan. The Classification Plan is available in the office of the town manager and is hereby incorporated by reference along with any amendments thereto which may be recommended from time to time by the manager and adopted by the Town Council.
- 4.4 Reclassification of Positions. Whenever the duties and responsibilities of an existing position are so changed that the position in effect becomes one of a different class from that to which it is allocated, the town manager, on his/her own initiative or at the request of a department head, shall study the position and recommend re-allocation to the appropriate class. A reclassified position is not a new position and does not constitute the filling of an open position, and therefore is not subject to the positing requirements set forth in Section 7.1.
- 4.5 Employee Request for Reclassification. Any regular non-union employee may make a written request for a review of the classification of his/her position at any time, provided no such review had been made in the previous twelve months. The reclassification request shall be handled according to the following procedure.
 - a. The request shall be made through the department head. The department head shall forward the request to the Town Manager.
 - b. Upon completing his/her investigation, the Town Manager may reclassify the position effective on the date of his/her decision or may order removal of the duties.
 - c. If the employee's request and information from the department disclose that the employee is performing such duties as to require the

creation of a new job classification, the Town Manager may develop a job description and assign a pay range for the new position or may order removal of the duties.

- 4.6 Status of Employees Upon Reclassification. Upon the reclassification of a position from one class to another class of the same, a lower level or a higher level, the method of filling the position shall be determined in accordance with the appropriate rules regarding transfers, demotions or promotions. An employee occupying a reclassified position at the same grade level shall continue in the position if the change is in class title only; or, if the change is in recognition of the gradual change in duties and the employee has been satisfactory or better in performance of the duties of the position. The town manager may, before recognizing an employee's right to retain a position reclassified to a higher level, require evidence of the qualifications and fitness of the incumbent including hearings, investigations and/or non-competitive examination.
- 4.7 When an employee is reclassified to a class with a higher base maximum rate, the town manager shall have the discretion to set the beginning pay rate at any rate equal to or higher than the lowest step in the higher range that will provide an increase of approximately 510% over the rate received prior to reclassification, provided the new range will permit such an increase. If the pay range for the class does not allow for a 510% increase, the increase shall be the highest rate available in the pay range for that class. When an employee is reclassified to a class with a lower base maximum rate, the beginning rate shall be at the step in the lower range that is closest to the rate received prior to reclassification, provided the new range will permit such an increase.

Chapter 5

PAY PLAN

- 5.1 Guidelines for Establishing Salaries. In order to assure the recruitment and retention of personnel necessary to maintain a continued high level of public service, it is the policy of the Town that the level of compensation of municipal employees should compare equitably with prevailing rates among the Town's workforce and in the relevant labor market. In carrying out this policy, consideration shall be given the various positions, rates paid for comparable services in public and private employment, experience in recruiting for such positions and availability of funds. Any annual changes made by the Town Council to compensation terms are hereby incorporated into these Rules, and any Rules that are contrary to such changes are null and void to the extent they conflict only.
- 5.2 Preparation of the Plan. The town manager shall prepare a uniform and equitable pay plan which shall consist of minimum and maximum rate of pay for each class and such intermediate rates considered necessary or equitable. The pay plan shall be submitted to the Town Council for action. The salary ranges for positions in the classified service shall consist of those listed in the approved annual budget and collective bargaining agreements, as amended from time to time.
- 5.3 Pay Surveys. The town manager shall make comparative studies of factors affecting the level of salary ranges when deemed appropriate. On the basis of the information derived from the studies, requests for adjustments in salary ranges shall be initiated by the town manager and submitted to the Town Council for action.
- 5.4 Pay Increases by Merit. An employee may receive an annual salary increase for meritorious service consistent with the approved pay plan. Increments are not to be considered automatic or based on length of service alone. Such increase shall be given upon the recommendation of the employee's department head.
- 5.5 Entrance Salary Rates.
- a. Starting Rate on Initial Employment. The entrance pay rate of a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The town manager may approve initial compensation at a rate higher than the minimum in the pay range for the class when the needs of the service make such action necessary, provided that:

- (1) The qualifications of the applicant are outstanding in relation to those of competing applicants; the qualifications of the applicant are substantially in excess of the requirements of the class; and the applicant cannot be hired at the minimum rate; and/or,
 - (2) There is a shortage of qualified applicants available at the minimum rate of the range; and/or,
 - (3) The competitive realities of the job market make such a rate appropriate.
- b. Starting Rate on Return from Military Service. Any regular employee who leaves the Town service to enter the armed forces shall be reinstated in accordance with Section 7-462 of the Connecticut General Statutes as amended.
- c. Rate of Pay on Transfer, Reclassification or Demotion. When a regular employee is transferred or reclassified from a position in one class to a position in another class at the same grade, he/she shall continue to be paid at the same rate.

When a regular employee is demoted to a lower grade, the salary shall be set at:

- (1) The rate in the lower grade which provides the smallest decrease in pay, if the action is not for cause; or,
 - (2) If the action is for cause, the appropriate rate in the lower grade that is less than the employee's existing salary as determined by the town manager.
- d. Rate of Pay on Promotion. When an employee is promoted to a class with a higher base maximum rate, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately 10% over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a 10% increase, the increase shall be the highest rate available in the pay range for that class.
- e. Rate of Pay on Reclassification. Refer to Section 4.7.

5.6 Salary Advancement Within Range

- a. Completion of Probation. Upon satisfactory completion of probation following initial appointment or promotion, the salary of a regular employee may be advanced a half-step.

- b. Advancement in the Base Range. At the completion of the first 52 weeks of service, the employee may, on recommendation of the department head and approval of the town manager, be advanced another half-step to the next higher rate above the hiring rate in the appropriate salary range provided performance has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head concerned and approval of the town manager as follows:
 - (1) An employee whose performance is considered to be satisfactory may receive one step each 52 weeks until the base maximum is reached.
 - (2) An employee whose performance is considered to be outstanding may receive one additional step each 52 weeks until the base maximum is reached. No employee shall be granted more than two step increases in any one year.
- 5.7 Longevity Advancement for Non-Union Employees.
- a. Amount. Longevity pay is provided in the pay plan to give financial recognition for long and faithful services to the Town. The Town Council shall periodically adopt a longevity payment schedule, at the recommendation of the town manager.
 - b. Payment. Longevity pay shall be earned on the Sunday following the employee's full-time anniversary hiring date during the fiscal year and will be paid in the second payroll of November of that fiscal year.
 - c. Eligibility. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Prior years of full-time service which have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the town manager.
- 5.8 Full-Time Basis of Salary Schedule. Salary rates are based on full-time employment at normal working hours for each group specified in Chapter 4. Hourly rates are computed by dividing the annual salary by the standard annual scheduled hours of work, based upon a 52.2 week work year. Part-time employees in any of the groups will be compensated on a proportional basis for actual hours worked.
- 5.9 Implementation of Pay Adjustments. Pay changes resulting from completion of probation, merit, promotion, demotion, cost-of-living or

related salary adjustments shall be made as of the effective date of the change.

- 5.10 Compensation for Work in a Higher Classification. When assigned to work in an acting capacity in a higher classification for more than ten days, an employee shall be considered for additional compensation to be determined by the department head and town manager.
- 5.11 Department Heads in an Acting Capacity. When a department head is assigned to perform the duties and assume the responsibilities of another department head for a period of more than sixty (60) days, he/she shall be considered for additional compensation to be determined by the town manager.

CHAPTER 6

HOURS OF WORK AND OVERTIME

6.1 Hours of Work.

- a. Normal Work Week. The normal work week for full-time regular and employees shall be:
 - (1) As determined by the applicable collective bargaining agreement for union employees.
 - (2) An annual average total of 42 hours per week for uniformed employees of the Department of Public Safety.
 - (3) A total of 40 hours per week for the Facilities Management Director, the Superintendent of Public Works, and information technology staff.
 - (4) A total of 35 hours per week for non-union regular employees.
- b. Normal Work Day. The normal work day is as determined by the employee's Department Head, with approval from the Town Manager.
- c. Meal Periods. The town manager may authorize the inclusion of meal periods as time actually worked for shift-type positions.
- d. Rest Periods. The town manager may authorize the inclusion of a ten-minute rest period during each half of the daily schedule as time actually worked. The department head will schedule specific times for rest periods and may combine both into one twenty-minute period.

6.2 Overtime.

- a. Overtime Administration. In emergencies, the town manager may prescribe reasonable periods of overtime work to meet operational needs. Complete records of overtime of non-exempt employees shall be maintained by the Finance Department.
- b. Authorization. Non-exempt employees shall not work overtime except when properly authorized as prescribed by the Department Head or his or her designee.

- c. Positions Exempt from Overtime. Because bona fide executive, professional and administrative personnel have an obligation that goes beyond fixed work schedules, these employees shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the town manager.

Exempt personnel will accrue compensatory time after working 40 hours in any week.

Exemption from overtime eligibility is determined in accordance with applicable state and federal statutes and regulations.

- d. Overtime Payment. When an employee has received proper authorization to work hours in excess of their regular work week as prescribed in 6.2a and 6.2b the following overtime rates apply:

- (1) 35 hour/week employees. For full-time non-exempt employees regularly scheduled to work thirty five (35) hours per week, they shall receive their regular hourly rate for up to forty (40) hours per week and one and one half times their regular hourly rate for all hours worked over forty (40) hours per week.

- (2) 40 hour/week employees. For full-time non-exempt employees regularly scheduled to work forty (40) hours per week, they shall be compensated at one and one half times their regular hourly rate for all hours worked over forty (40) hours per week.

- (3) 42 hour/week employees. For full-time non-exempt Department of Public Safety employees regularly scheduled to work forty two (42) hours per week, they shall be compensated at one and one half times their regular hourly rate for all hours worked over forty two (42) hours per week.

Vacations, holidays and paid sick leave will not be considered as work days for the purpose of computing overtime.

- e. Compensatory Leave in Lieu of Overtime Payment.

- (1) Non-Exempt. A regular non-exempt full-time employee may request compensatory leave equivalent to the amount of overtime worked in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head.

Compensatory leave balances cannot be carried over from fiscal year to fiscal year for non-exempt employees.

Compensatory leave earned and not taken within the fiscal year it was earned shall be paid at the rate in which it was earned in the last pay period of the fiscal year.

Upon termination for any reason, a non-exempt employee will be paid for unused compensatory time.

- (2) Exempt. Exempt personnel will accrue compensatory time after working 40 hours in any one week. Compensatory time will not be accrued by employees while on administrative leave for training purposes pursuant to Chapter 10.12.a.(1) of these rules unless training occurs on a weekend or a paid holiday.

Earned compensatory time can only be taken with the approval of the employee's supervisor. Compensatory leave balances in excess of one hundred and five (105) hours for 35 hour/week employees and one hundred and twenty (120) hours for 40 hour/week employees on May 1, 2012 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of seventy hours (70) hours for 35 hour/week employees and eighty (80) hours for 40 hour/week employees on May 1, 2013 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of thirty five (35) hours for 35 hour/week employees and forty (40) hours for 40 hour/week employees on May 1, 2014 and beyond shall be forfeited annually on May 1st unless carryover is approved by the Town Manager. A list of the employees whose positions are exempt is available in the town manager's office.

- 6.3 Call-Back Time. When a full-time employee in a non-exempt position is officially ordered to report back to work for emergency service after departing from his/her regularly scheduled shift, the employee shall be compensated for all hours worked at the rates set forth in Section 6.2.d or two (2) hours pay at his/her regular rate, whichever is greater.
- 6.4 New Classes. When any new class is created and/or when the salary level of any existing class is changed, the overtime provisions of this section shall be applied in an equitable manner according to the classification group which includes the class.

Chapter 7

RECRUITMENT, SELECTION AND APPOINTMENT OF EMPLOYEES

7.1 Recruitment of Employees.

- a. **Recruitment Policy.** Individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates for the various types of positions. Recruitment shall occur in accordance with the Town's equal employment opportunity policy.
- b. **Announcement.** The town manager shall post vacancies for all positions in the classified service by using means of publicizing the announcement as are, in his or her judgment, best suited for informing and attracting qualified individuals. Postings may be made solely internally, or a combination of internally and externally, as deemed appropriate by the Town Manager.
- c. **Recruitment and Moving Expenses.** It is recognized that various staff, professional and supervisory positions may require recruitment from outside the area to obtain well-qualified applicants. Accordingly, in recruiting for and filling positions of this type, the town manager may authorize payment of expenses for an applicant's trip for a personal interview or reporting to duty upon appointment to Town service. Reimbursable expenses may include an allowance for transportation, meals and lodging.

7.2 Selection of Employees.

- a. **Application Forms.** Applications for employment shall be accepted only for posted vacancies. Each candidate for municipal employment shall complete the official employment application. Resumes, transcripts, certifications and other materials may be required as is deemed necessary in order to judge the applicant's fitness for service with the Town. Applications shall not be returned to the applicant, but will remain on file for at least two years, after which they may be destroyed once approval has been received from the State Records Administrator.
- b. **Background Investigations.** Prior to certification of employment, the town manager may investigate the candidate's educational record, previous work history, personal record, character, and credit and criminal history, and may, after conditional offer of employment and as permitted by law, require a physical examination. In addition,

police officer candidates will require a psychological evaluation with either a psychiatrist or a doctor of clinical psychology.

- c. Rejection of Applications. The town manager may reject any application which indicates that the applicant does not possess the minimum qualifications required for the position or which was not filed by the announced closing date for receiving applications, unless prior to such date an extension had been publicly announced.
- d. Disqualification of Applications. The town manager may remove from further consideration the application of any person who has an unsatisfactory employment or personal record as evidenced by reference or other inquiry; has made false statements of any material fact or practiced deception in his/her application; has been convicted of a felony related to the job sought; or is unable to perform the essential functions of the position to which she/he seeks appointment, with or without reasonable accommodation.
- e. Policy of Non-Discrimination. (See Section 1.2)
- f. Eligibility for Competitive Examinations. Only applicants who meet the minimum qualifications shall be permitted to take the examination for a position in the classified service. The Town may limit the number of applicants accepted for an examination. Advancement within the service shall be through promotional tests which shall be open to all regular employees who meet the necessary requirements and who are serving in an appropriate class as determined by the town manager or under the applicable collective bargaining agreement. Promotional examinations may be limited to a single department.
- g. Competitive Examination. All regular appointments to positions in the classified service of the Town of Mansfield shall be made according to merit and suitability. Examinations shall be constructed to reveal the capacity of the candidate for the particular class for which the applicant is being considered and/or to appraise the applicant's general background and related knowledge. These examinations may include written, oral, practical, physical, psychological or performance tests, or any combination of these, as permitted by law. Education, experience, aptitude, knowledge, character and physical fitness shall be considered with weights assigned to each factor as may be deemed proper by the town manager or examining committee as he/she may appoint.
- h. Evaluation Boards. When an oral examination forms a part or all of the examination for a position, the town manager or his/her designee

shall appoint an evaluation board. This board shall normally consist of three or more members, of whom at least two shall be a person technically familiar with the character of the work in the position for which the applicants will be examined. The board members may be comprised of Town and non-Town employees in any combination. All applicants who qualify for the oral examination shall be rated by the same evaluation board.

- i. Certification and Notice. Applicants shall be certified in order of their competence as demonstrated in the testing procedure. Those applicants having received passing scores throughout the examination process shall be certified to the appointing authority and appointment shall normally be made from the top three persons. In the case where two vacancies exist, the selection shall normally be made from the top six persons on the list. For each additional vacancy, the number of candidates from whom the appointment shall normally be made shall increase by three. For vacancies within the Fire Department, the number of certified candidates may be greater than three per vacancy.

If the top persons are shown to be unsuitable by the appointing authority, a second list will be submitted by the town manager. All applicants invited to participate in the examination process shall be notified of the results of the hiring procedure in writing as soon as possible following the close of the examination period.

- j. Right of Test Review. Candidates who wish to review their test results must submit a request to do so via a Freedom of Information Act request through the Town Clerk's office. Disclosed records may be publicly inspected or received via hardcopy for a fee as determined by the Connecticut General Statutes. Records are maintained for at least two years, after which they will be destroyed once approval has been received from the State Records Administrator.

- k. Re-Examination. A person who has failed to pass an examination shall not be re-examined for the same class within ninety (90) days of the original examination, unless otherwise authorized by permission of the town manager.

- l. Certification List to Remain Active. Rosters of eligible applicants shall remain in effect for one year unless the roster is exhausted sooner. For Fire Department vacancies certified lists may be extended and remain active for up to one additional year upon the recommendation of the Fire Chief and approval of the Town Manager. During the time when such roster is in effect, vacancies

occurring in applicable positions in the classified service may be filled from among applicants on the roster. Upon the recommendation of the appointing authority and approval of the Town Manager, certified lists with less than three qualified applicants may be inactivated prior to the expiration date of the list.

- 7.3 Medical Examination. For certain job categories and as permitted by law, each entering employee will be required to take a medical examination after the employee receives a conditional offer of employment and prior to the commencement of employment to determine the individual's fitness for duty. The Town may condition an offer of employment on the results of such an examination. Likewise, for certain job categories, employees will be required to take periodic medical examinations which are job-related and consistent with business necessity to determine the employees' ongoing fitness for duty.

The Town will treat the results of all medical examinations as confidential and will maintain all documents resulting from such medical examinations in separate medical files. The Town will pay the cost of all medical examinations which are required by the Town and will arrange to have such examinations performed by physicians chosen by the Town.

7.4 Appointment of Employees.

- a. Method of Filling Vacancies. All vacancies shall be filled by regular appointment, temporary appointment, part-time, or seasonal appointment. Appointment to a vacancy in the classified service shall be by the appointing authority from the qualified candidates as certified by the town manager.
- b. Regular Appointment. A regular appointment indicates that the employee is to work for the Town on a continuing basis. A regular appointment will be made from an employment list in the following order: re-employment layoff, re-employment termination as defined in Section 8.5 paragraph two, transfer, promotion list, and open competition.

Every regular employee shall serve a probationary period after the original or promotional appointment, in accordance with the provisions of Chapter 8 of these rules. The status of the employee shall be probationary until his/her department head notifies the town manager in writing that the employee's services are satisfactory and recommends that the probationary period be ended.

- c. Temporary Appointment. A temporary appointment indicates that the employee is to work for the Town for a period of not more than one

year. When an employee has service of twelve (12) consecutive months in a temporary appointment, a personnel action form shall be submitted changing the status to regular or separating the employee from service.

- (1) When the appointment of an employee is changed from temporary to regular, crediting of vacation leave and sick leave becomes retroactive to the date of the original appointment provided there has been no break in service.
 - (2) Temporary employees may be separated at any time within the one-year appointment when their services are no longer required. The separation is not subject to Chapter 11 of the Personnel Rules or any bargaining agreement.
- d. Part-Time Positions. Employees appointed to part-time positions may receive regular or temporary appointments, as appropriate.
 - e. Seasonal Positions. A seasonal position may be full or part-time and is filled only during certain months or seasons of the year. This position is not eligible for fringe benefits nor shall it extend for a period in excess of 180 calendar days.

Chapter 8

PROBATIONARY PERIOD

- 8.1 Purpose of Probationary Period. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized by supervisors, department heads, and the town manager to closely observe the employee's work as well as to secure the most effective adjustment of each new employee to his/her position and to reject any employee whose performance does not meet the required work standards.
- 8.2 Duration. Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or 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 six months nor more than twelve months.
- 8.3 Evaluation of Performance. At the end of the third month of employment during the probationary period and at intervals of three months thereafter for the duration of the probationary period, an evaluation report shall be prepared by the supervisor, reviewed by the department head and forwarded to the town manager. Such reports shall give an accurate and fair appraisal of the employee's work, the person's willingness and ability to perform the duties of the position satisfactorily, as well as observations concerning work habits and dependability. Evaluation of department heads will be conducted by the town manager on the same basis.
- 8.4 Successful Completion of Probationary Period. If after a minimum of six months has been completed, the supervisor, department head or town manager determines that the employee's performance is satisfactory, the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the town manager. Similar notification will be given to department heads by the town manager concerning the completion of their probation. Written notification must be given to the town manager prior to the completion of twelve (12) months service, as stated in Section 8.2. When the probation period has been successfully completed, the employee shall be deemed a permanent regular employee of the Town.
- 8.5 Termination. At any time during the probationary period, the department head or town manager may terminate an employee if the employee is unable or unwilling to perform the duties of the position satisfactorily or

that the individual's habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee with a copy to the town manager. Termination of department heads by the town manager shall be affected on the same basis.

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if the position is still available. If such position is not available, the individual shall be terminated and his/her name placed on a reappointment list.

Any termination made during the probationary period shall not be subject to appeal.

8.6 Benefits During Probationary Period. Probationary employees shall accrue the same benefits as regular employees with the following exceptions:

- a. Vacation and personal days may not be utilized until probation has been successfully completed.
- b. Promotional opportunities shall not be available to probationary employees.
- c. Insurance coverage shall normally take effect on the first day of the calendar month following the date of hire.

Chapter 9

PROMOTION, TRANSFERS, DEMOTIONS AND RE-EMPLOYMENT

- 9.1 Promotion Policy. The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions. When the town manager determines that an insufficient number of well-qualified employees is available from within the classified service, outside applicants may be considered in order to provide an adequate number of candidates for consideration.
- 9.2 Transfer Policy. A voluntary or an involuntary transfer of an employee from one position to another without change in grade may be affected when one or more of the following criteria are met:
- a. The employee meets the qualification requirements.
 - b. The transfer is in the best interest of the Town in the consideration of the town manager.
 - c. Further training and development of an employee in another position would be beneficial to the future staffing potential of the Town.
 - d. The transfer meets a personal need of the employee and is consistent with "a" and "b" above.
- 9.3 Demotion Policy. An employee may be demoted to a position of a lower grade for which he/she is qualified for any of the following reasons:
- a. When an employee would otherwise be laid off because his/her position is being abolished or reclassified to a lower grade; when there is a lack of work or lack of funds; or because of the return to work from authorized leave of another employee to such position in accordance with these rules.
 - b. When an employee does not possess the necessary qualifications to render satisfactory service in the position held.
 - c. When an employee voluntarily requests such demotion.
 - d. In discipline, consistent with Chapter 11.4.d.

Chapter 10

LEAVE

10.1 General Policy. Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with these rules on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.

10.2 Types. The following types of leave are officially established:

- Holiday Leave
- Vacation Leave
- Sick Leave
- Worker's Compensation Leave
- Disability Leave
- Compensatory Leave
- Bereavement Leave
- Family/Medical Leave
- Other Leave with Pay
- Leave without Pay
- Military leave
- Family Violence Victim Leave

10.3 Eligibility.

a. Regular Employees. All full time employees are eligible to earn paid holiday, vacation, sick, personal, and bereavement leave. Part time employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week are eligible to earn paid holiday, vacation, sick, personal, and bereavement leave on a prorated basis based upon their FTE status. Other forms of leave specified in this Chapter may be granted in accordance with the parameters established in this Chapter and applicable law. All regular employees who work less than twenty (20) hours per week may be granted leave without pay in accordance with the parameters established in this Chapter.

b. Interim Employees. All interim employees who regularly work thirty-five (35) or more hours per week, except for those employed by the Parks and Recreation Department, shall be eligible to be paid for holidays defined in 10.5 and earn sick leave as defined in 10.7.

10.4 Procedure for Requesting Leave. Unless otherwise provided by statute or regulation, Employees must submit a leave request form to their immediate supervisor prior to taking leave (except for holiday leave and workers compensation leave) indicating the kind of leave, duration, and dates of departure and return; requests must be approved by the employee's immediate supervisor or other appropriate authority as designated in this Chapter prior to taking leave. In the case of sick or

bereavement leave, the leave forms shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by an approved leave request form, an employee shall not be paid for any absence from scheduled work hours. Employees taking an unapproved leave of absence shall be subjected to the discipline process defined in Chapter 11.

10.5 Holiday Leave. The following holidays for eligible regular and interim employees in full time positions shall be granted with pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

Regular and interim employees in part time positions working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall be paid holiday leave for these holidays on a prorated basis based upon their FTE status.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, the following Monday shall be observed.

Eligible regular and interim employees required to work on the designated holidays shall be granted compensatory leave for actual hours worked on the holiday.

In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday.

10.6 Vacation Leave.

- a. Eligibility. Eligible regular and interim employees whose normal work week is twenty (20) hours or more and who have completed six months employment are eligible to accrue vacation leave.
- b. Accrual of Vacation Leave. Vacation leave shall be accrued on a monthly basis as defined in the table below. Vacation leave earned in any month of service may be used in any subsequent month. Regular and interim employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue

leave on a prorated basis based upon their FTE status.

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
Six months 35 hr work week employees	5.84 hrs/month ≈ 5 days	35 hours ≈ 5 days
40 hr work week employees	6.67 hrs/month ≈ 5 days	40 hours ≈ 5 days
1 year up to but not including 5 years 35 hr work week employees	5.84 hrs/month ≈ 10 days/yr	140 hours ≈ 20 days
40 hr work week employees	6.67 hrs/month ≈ 10 days/yr	160 hours ≈ 20 days
5 years up to but not including 10 years ¹ 35 hr work week employees	8.75 hrs/month ≈ 15 days/yr	175 hours ≈ 25 days
40 hr work week employees	10 hrs/month ≈ 15 days/yr	200 hours ≈ 25 days
10 years up to but not including 25 years 35 hr work week employees	11.67 hrs/month ≈ 20 days/yr	210 hours ≈ 30 days
40 hr work week employees	13.34 hrs/month ≈ 20 days/yr	240 hours ≈ 30 days
25 years and over 35 hr work week employees	14.59 hrs/month ≈ 25 days/yr	245 hours ≈ 35 days
40 hr work week employees	16.67 hrs/month ≈ 25 days/yr	280 hours ≈ 35 days

- (1) Benefits for Department Heads. Department heads with less than ten years service shall receive vacation time accrued at the rate of 8.75 hours per month for thirty-five (35) hour/week employees and 10 hours per month for forty (40) hour/week employees.
- (2) Absences of 90 Calendar Days or Less. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in 10.6b.

□
¹ Also includes department heads as noted in 10.5b(1).

- (3) Absences in Excess of 90 Calendar Days. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.
 - (4) Re-hired Employees. Individuals whom were employed in regular benefits eligible positions and separate from Town service, but are later rehired, shall be considered to have a break in service. As a result, these employees shall be considered new employees for the purposes of calculating vacation accruals.
 - (5) Transfers. An employee who is transferred between departments shall retain all accrued vacation leave.
- c. Maximum Accumulation of Vacation Leave. A regular employee may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 10.6b. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to the town manager no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.
 - d. Request for Vacation. To apply for vacation leave, employees shall submit a leave request form to their immediate supervisor. In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In order to assure that vacations may be scheduled when wanted, employees should make their requests as far in advance as possible.
 - e. Advanced Vacation. Eligible regular employees may take vacation leave beyond the amount earned only in the most unusual cases. Employees seeking to make an advanced vacation request must do so in writing, have the request signed by their department head and then forward the request to the town manager for review and consideration. No advanced vacation shall be approved without a written agreement signed by the employee insuring reimbursement to

the Town if termination occurs before earning the vacation leave taken.

- f. **Holiday Celebrated During Vacation Leave.** When an observed holiday as established in 10.5 occurs during an employee's vacation leave, said holiday shall not be considered part of the vacation leave.
- g. **Sickness While on Vacation.** An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three vacation days and the employee files a physician's certificate describing the nature and duration of the illness with Human Resources.
- h. **Vacation Leave Payouts.**
 - (1) **Separation from Service.** Employees who separate from Town service in good standing shall receive payment for their accrued vacation leave balance; separating employees shall not be paid for any vacation leave balance in excess of the maximum accrual defined in 10.6b. Vacation leave payouts shall be subject to applicable taxes and deductions.
 - (2) **Other.** No additional salary shall be paid an employee in lieu of vacation except in the most unusual cases. Employees seeking to make a vacation leave payment request must do so in writing, have the request signed by their department head and then forward the request to the town manager for review and consideration.

10.7 Sick Leave.

- a. **Eligibility.** Regular and interim employees whose normal workweek is twenty (20) hours or more shall be eligible to earn sick leave.
- b. **Accrual.** Sick leave shall be accrued annually, on July 1st of each year as defined in the table below:

<u>Work Week</u>	<u>Sick Leave Accrual on July 1st</u>	<u>Maximum Accrual on July 1st</u>
35 hr work week employees	105 hours ≈ 15 days	210 hours ≈ 30 days
40 hr work week employees	120 hours ≈ 15 days	240 hours ≈ 30 days

Sick leave earned as of July 1st may be used immediately. Regular employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status. Eligible new employees starting after

July 1st shall receive pro-rated leave for the remainder of the fiscal year based upon their date of employment with the Town, and shall be eligible for the full benefit the next July 1st.

- c. **Maximum Accumulation of Sick Leave.** A regular employee may accumulate from year to year a maximum of thirty (30) earned sick leave days as defined in the table in 10.7b. Any employee with a balance of sick leave in excess of the maximum accrual amount on July 1st of each year shall forfeit said excess accrual amount. Further, no employee and/or his/her estate is entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.
- d. **Use of Sick Leave.** Sick leave may be authorized by an employee's immediate supervisor or appropriate authority for the following purposes:
 - (1) Personal illness or disability leave approved by the Town's insurance carrier. For Family Medical Leave Act (FMLA) absences please reference 10.12.
 - (2) Enforced quarantine in accordance with public health regulations.
 - (3) To meet medical and dental appointments when an employee has made reasonable effort to secure appointments outside of normal working hours and provided, except in extenuating circumstances, the immediate supervisor is notified at least one day in advance of the absence.
 - (4) Illness or incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three days per year. For Family Medical Leave Act (FMLA) absences please reference 10.12.
- e. **Report of Illness.** Illness shall be reported to the employee's supervisor no later than two hours after the beginning of the scheduled work assignment, except in cases where a relief employee is required such report must be made at least one hour prior to the beginning of the scheduled work assignment unless the illness is an emergency. In the event that the illness is an emergency, the employee shall notify his or her supervisor of their absence as soon as practicable. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

- f. Proof of Illness. Proof of illness may be required for authorized sick leave. Proof of illness may include a doctor's certificate or other documentation from the employee's physician indicating the nature and duration of the illness. Proof of illness will not ordinarily be needed for absences of less than three days. For absences of three days or more, such proof will normally be required. The Town may investigate any absence for which sick leave is requested.
- g. Extended Sick Leave. Any regular employee may request an extended sick leave when their FMLA leave has expired, including when an employee qualifies for long term disability leave as defined in 16.6. Employees seeking to make an extended sick leave request must do so in writing, have the request reviewed by their department head, and then forward the request to the town manager for review and consideration. Extended leaves of absence may be approved at the discretion of the town manager and granted for up to 180 calendar days. An additional 90 calendar day extension may be granted by the town manager in the most extenuating circumstances. Employees seeking an additional 90 calendar day extension must submit their request in writing during the first approved extended leave of absence.

While an employee is on an approved extended leave of absence, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group insurance that the employee is otherwise eligible to receive as defined in 16.4a. Employees on an approved extended leave of absence will not be eligible to earn any form of accrued leave during the absence.

10.8 Workers Compensation Leave. Workers Compensation leave is granted to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties. As part of the Town's workers compensation coverage, the Town is a member of a preferred provider network for health care services as they relate to workers compensation injuries. The Town will also utilize the services of a managed care program provided by the workers compensation insurance carrier.

- a. Proof of Injury. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report to the Town's workers compensation insurance carrier. In the event that emergency medical treatment is needed, the employee may seek treatment at a hospital or by calling 911. If non-emergency medical treatment is needed, the employee

must seek initial treatment at the Town approved occupational health facility and continued treatment within the preferred provider network as determined by the managed care program. It is the responsibility of the employee to submit initial and continued medical documentation related to their injury or illness to their immediate supervisor as well as to the Town's insurance carrier.

- b. **Payments.** Employees of the Town are covered by workers' compensation insurance for occupational illness or injury sustained on the job for the Town. All payments while on workers compensation leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident was due to intoxication, drug use, or willful misconduct on the part of the employee. Lost time during regularly scheduled work hours due to workers compensation leave will be handled in the following manner:

- (1) **Absences of Three (3) or Less Work Days.** In the case of workers compensation injuries causing absences of three or less work days, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such accidents.
- (2) **Absences in Excess of Three (3) Work Days.** For workers compensation absences in excess of three (3) work days and up to and including sixty (60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days the employee may elect to utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

- (3) **Medical Appointments.** When an employee returns to duty, but needs continued medical care as determined by their treating medical provider in the managed care program, the employee may attend said medical appointments during regularly scheduled work hours with full pay.

- c. **Benefits.** Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee

share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

For workers compensation leave absences of ninety (90) calendar days or less, employees shall continue to accrue all forms of earned leave in which the employee is eligible to accrue. Earned leave will no longer be accrued for absences in excess of ninety (90) calendar days.

- d. Return to Work. An employee who, based on the medical opinion of his/her medical provider in the managed care program, is able to return to work in a modified capacity shall be provided with modified duty work related to their job functions if, in the Town's discretion, such modified duty work is available. Employees must provide medical documentation to the Town demonstrating that they are able to perform the functions of the modified position. Employees will be provided with modified duty work for so long as it is available up to six months. Any employee who is unable to fully resume his/her regular duties following a period of one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA) or state law, the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

10.9 Disability Leave (see 16.6)

10.10 Compensatory Leave. (See 6.2.e)

10.11 Bereavement Leave. In the event of a death in the immediate family, regular employees in full time positions will be entitled to three (3) days paid leave. Regular employees in part-time positions will be entitled to three (3) days of, pro-rated paid leave based upon their full-time equivalent status. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay. All days must be taken within one week of the funeral. Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, any other family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship

of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future.

- 10.12 Family Medical Leave Act (FMLA) Leave. Eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one-year period (calculated on a rolling basis) in the event of childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition, or in the event of serious illness of the employee. Eligible employees are those who have been employed for twelve (12) months or more, and who have worked 1,250 or more hours in the 12-month period preceding the first day of leave.

Employees seeking to take leave that is considered FMLA eligible shall submit a leave request to their department head for review. The request shall then be forwarded to the town manager for review and consideration. In order for the Town to consider an FMLA leave request, eligible employees must provide the Town with written certification from the treating physician or health care provider of themselves, employee, child, spouse or parent which includes the nature of such illness and its probable duration at the time of making the request, and verifying the need for leave. In the event of an emergency, the employee shall submit the required documentation to the Town as soon as practicable following the emergency. The Town has the right to and shall designate FMLA eligible leave as such, with or without the employee's completed request form. During an FMLA absence an employee shall be required to use all paid leave with the exception of five (5) vacation days or unpaid leave if accrued forms of leave are exhausted. Paid and unpaid leave for FMLA eligible absences runs concurrently with FMLA leave during the rolling 12 month period.

During approved FMLA leave, an employee will not lose any seniority or rights available to him or her under the personnel rules. Furthermore, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

Prior to returning to duty, an employee on an approved FMLA leave of absence for their own serious health condition shall submit a fitness for duty certificate. If this certification is not received, the employee's return to work will be delayed until the certification is provided to the Town. An employee may return to his or her original position prior to the leave of absence unless the position has been eliminated for normal business reasons unrelated to the employee's leave of absence or in the event that

the employee is medically unable to perform his or her original job. In the event that the employee is unable to return to his or her original position for reasons stated above, the Town will make reasonable efforts to find job placement for the employee with the Town. Job placement will be based on the availability of existing regular vacant positions with the Town in which the employee is qualified to perform job related duties.

10.13 Other Leave With Pay. Regular employees may be granted leave with pay in accordance with the following:

a. Administrative Leave.

(1) Training. With the prior approval of the town manager, leave of absence with pay may be granted by the department head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses and official meetings which enhance the employee's value to the Town.

(2) Special. The town manager may authorize either full or partial days off in addition to those already authorized in these rules to permit closing some or all Town buildings or facilities in such instances as severe snow storms, public celebrations and days of mourning.

b. Jury Duty. A regular or interim employee whose normal workweek is twenty (20) or more and who is called to jury duty shall be granted leave with full pay for the period of service, provided that the juror's salary designated by the court shall be included in the computation of full pay. The employee shall notify his/her department head of the scheduled jury duty in advance.

c. Court Appearance or Administrative Hearing. A regular or interim employee whose normal workweek is twenty (20) or more and who is subpoenaed or directed by proper authority to appear as a witness for a unit of federal, state, county or municipal government, in a matter not related to official duty (such as providing expert testimony), shall be granted leave with full pay for the period he/she is to appear. No leave shall be required for any appearance in connection with official duty.

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

d. Military Leave. A military leave of absence will be granted to employees who are absent from work because of service in the U.S.

uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

If the employee's gross pay with the Town exceeds his/her gross pay with the military, the Town shall pay the employee the difference in gross pay while on military leave. While on military leave the Town shall only pay the difference in salaries for a period up to 12 calendar months. Employees shall receive said pay on a bi-weekly basis in conjunction with the Town payroll periods. If the employee's gross military pay exceeds or is equal to his/her gross pay with the Town, the Town shall not pay the employee while on active duty.

While on military leave the Town shall maintain an employee's health insurance coverage for a period up to 12 calendar months. The employee shall be responsible for paying his/her share of the health insurance premium while on military leave. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to USERRA and COBRA, as defined in 16.8.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state law.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

The Town reserves the right to fill the position with an interim worker if it is deemed necessary to ensure the safe and effective operations of his/her department.

In addition to the above, eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one-year period (calculated on a rolling basis) in the event of qualifying exigencies when an immediate family members is on or called to active duty. The Town will provide a one-time 26-week military caregiver leave to the

spouse, child, parent or next of kin of a seriously injured member of the armed forces. For details of the parameters of such leave, employees should consult the town manager.

- d. Personal Leave. Regular and interim employees whose normal work week is twenty (20) or more hours and who have completed their probationary period may request, and department heads may grant, up to a maximum of three (3) personal leave days per fiscal year with pay for personal business that cannot be conducted outside normal working hours and for other good and sufficient personal reason.

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

- e. Family Violence Victim Leave. Employees who have been the victim of family violence may take up to 12 days of unpaid leave if reasonably necessary to:
 - Seek medical care or psychological or other counseling for physical or psychological injury or disability;
 - Obtain services from a victim services organization;
 - Relocate due to family violence reasons;
 - or Participate in any civil or criminal proceeding related to or resulting from such family violence.

When such leave is foreseeable, employees shall provide seven days' notice of the need for leave. When the leave is not foreseeable, notice shall be provided as soon as practicable. Employees taking leave under this section must supply a signed written statement certifying that the leave is for an authorized purpose. The Town may request, and in which case the employee is required to provide, documentation of the need for leave, including but not limited to police or court records and/or written statements medical professionals, social workers, and/or victim services organizations. The Town will protect from disclosure and maintain in strict confidence any information provided by the employee in response to the Town's request.

10.14 Leave Without Pay. The Town Manager may grant a leave of absence without pay to an employee if such leave is deemed to be in the best interest of the Town, provided the position remains vacant or is filled by interim appointment until the expiration of such leave. No benefits or seniority will be earned during such unpaid leave.

- a. Professional Development/Sabbatical. The Town Manager may grant a regular full-time employee leave of absence without pay for travel or study for a period not to exceed one year. 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 interests of the Town. 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 year after return from such leave.

- b. Extended Sick Leave (See Section 10.7g)
- c. Family Leave (See Section 10.12)

10.15 Absence Without Leave. Absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive workdays, or on three (3) separate occasions for less than a total of three (3) days without notifying his/her department head or immediate supervisor of the reason for such absence(s) shall be considered to have resigned from Town service.

Chapter 11

SEPARATIONS AND DISCIPLINARY ACTIONS

- 11.1 Separation. All separations of employees from positions in the classified service shall be designated as one of the following types and accomplished in accordance with the manner indicated. In all instances, the town manager has the right to make payments to an employee in lieu of all or part of the required notice periods.
- a. Removal. At any time during the probationary period, the town manager or other appointing authority may separate, in accordance with Chapter 8 of these Rules, an employee whose performance does not meet the required standards.
 - b. Resignation and Retirement. An employee may resign or retire from the Town service in good standing by submitting in writing the reasons therefore and the effective date to the department head at least fourteen (14) calendar days in advance. The department head may permit a shorter period of notice because of extenuating circumstances. The notice shall be forwarded to the town manager with a statement by the department head as to the employee's service performance and pertinent information concerning the cause of resignation or retirement. Failure to comply with this rule may be cause for denying future employment with the Town.
 - c. Lay-off. The Town, in its discretion, and with approval by the Town Manager, may lay off a classified Employee.
 - (1) Notice of Lay-off. Regular employees subject to lay-off should be notified in writing two (2) calendar weeks prior to the effective date. However, the notice period can be shortened or eliminated should the Town Manager provide severance pay in lieu of notice.
 - d. Dismissal. (See Section 11.4.d.)
 - e. Non-Disciplinary Separation. An employee shall be subject to non-disciplinary separation in the following circumstances:
 - (1) Inability to perform the essential functions of the position;
 - (2) Failure to comply with educational, licensing or other requirements for the position;

- (3) Any employee who is unable to fully resume his/her regular duties following a period of one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA) or state law, the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.
- (4) Lack of a position following the expiration of a leave of absence without pay/position not held.

f. Death. Separation shall be effective as of the date of death. All compensation due in accordance with Section 11.3 shall be paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

11.2 Conditions of Separations. At the time of separation and prior to final payment, all records, assets, and other items of Town property in the employee's custody shall be transferred to his/her department head. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate action.

Any monies due the Town because of salary advanced while on advanced sick leave or advanced vacation leave will be withheld from the final compensation or collected through other appropriate action.

11.3 Payment of Earned Compensation and Leave Upon Separation. Employees who separate from Town service in good standing shall receive payment for earned salary, compensatory time (non-exempt employees only), and vacation leave as established elsewhere in these Rules, and subject to deduction for any indebtedness pursuant to Section 11.2.

11.4 Disciplinary Actions. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct. In some instances a specific incident in and of itself may justify severe disciplinary action including demotion or dismissal. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating a disciplinary action.

a. Counseling and Verbal Warnings. If at any time performance, attitude, work habits, or personal conduct fall below a desirable level, the supervisor informs the employee promptly and specifically of such lapses and give counsel and assistance.

- b. **Written Warning.** In situations where a counseling and/or verbal warning has not resulted in expected improvements or where more severe initial action is warranted, a written warning is sent to the employee and a copy shall be placed in the employee's personnel file.
- c. **Suspension.** A regular non-union employee may be suspended by the department head or appointing authority with or without pay for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence or other justifiable reasons when alternate personnel actions are not appropriate. Within 48 hours, exclusive of Saturday, Sunday or holidays, the town manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the suspension and the appeals procedure. Any regular non-union employee so suspended shall have the right to appeal as provided in Section 12.2 of these Rules.
- d. **Dismissal or Demotion.** A department head or appointing authority may dismiss or demote an employee for the good of the Town service. Reasons for such action may include but shall not be limited to:
 - (1) Activities prohibited by the Town Charter or a Town Ordinance.
 - (2) Failure to meet prescribed standards of work, morality, or ethical standards applicable to the performance of the employee's duties
 - (3) Theft or destruction of Town property.
 - (4) Incompetence, inefficiency or negligence in the performance of duties.
 - (5) Insubordination which constitutes a serious breach of discipline.
 - (6) Unwillingness to perform normal quality or quantity of work.
 - (7) Conviction of a job-related criminal offense.
 - (8) Use of abusive or harassing language or behavior toward a co-worker or a member of the public.
 - (9) Personal conduct which impairs the employee's ability to effectively carry out his/her duties

- (10) Fraudulent use of sick or injury leave.
- (11) Unauthorized absences or abuse of leave privileges.
- (12) Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
- (13) Falsification or alteration of records or use of official position in conflict with the Town's Code of Ethics.
- (14) Dishonesty, deliberate untruthfulness, reckless conduct, habitual tardiness, drunkenness, drug abuse or other misconduct either on-the-job or otherwise job related.
- (15) Action or conduct which affects or impairs the effectiveness or efficiency of the Town service or which may bring the Town into disrepute.

Within forty-eight (48) hours, exclusive of Saturday, Sunday or holidays, the town manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the action and the appeals procedure. Any regular employee dismissed or demoted shall have the right to appeal as provided in Section 12.2 of these Rules. If the employee fails to appeal, the action of the department head or appointing authority shall be effective on the date specified.

It is the policy of the Town not to rehire former employees who have been dismissed or who resigned while charges were pending.

Chapter 12

GRIEVANCES AND APPEALS

12.1 Grievance Procedure. Non-union employee grievances alleging a violation of these rules shall be presented as follows.

- a. Step One. The aggrieved employee shall first notify the immediate supervisor in writing of the nature and facts of the grievance within three (3) working days of its occurrence. The immediate supervisor shall make and return a resolution of the grievance in writing within five (5) working days after such notification. If an employee's immediate supervisor is a department head, Step One in the grievance process is not applicable and the employee shall automatically proceed to Step Two.

If an employee's department head or immediate supervisor is the Town Manager, Step One and Step Two in the grievance process are not applicable and the employee shall automatically proceed to Step Three.

- b. Step Two. If the supervisor's resolution of the matter is not satisfactory to the employee, such grievance shall be submitted in writing to the department head within three (3) additional working days of receipt of the supervisor's response. Within ten (10) working days after the department head receives such grievance, the department head shall resolve the matter in writing and it shall be returned to the employee. If an employee's department head or immediate supervisor is the Town Manager, Step Two in the grievance process is not applicable and the employee shall automatically proceed to Step Three.

- c. Step Three. If the department head's resolution of the matter is not satisfactory to the employee, the grievance can be submitted to the town manager in writing for review within five (5) working days of receipt of the department head's resolution. Within ten (10) working days of the date of his or her receipt of the grievance, the town manager may call a meeting to review the nature and facts of the grievance or may refer the grievance to the Personnel Appeals Board.

When the town manager chooses to make a review of the matter, the following may be called to meet: the aggrieved employee; the employee's representative, if any; the department head; any other person involved in the complaint. Within ten (10) working days

following such a meeting, the town manager shall either render a decision in writing to all concerned or refer the matter to the Personnel Appeals Board.

- d. Step Four. An aggrieved employee may file a grievance for the consideration of the Personnel Appeals Board whenever the resolution of the town manager does not provide satisfaction. The employee must file an appeal to the Personnel Appeals Board within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing on any question placed before it within thirty (30) working days of the date of receipt of the grievance and shall inform all concerned parties of its decision within ten (10) working days from the date of the hearing. The employee has the right to request a hearing which is open to the public.
- e. This procedure applies to all grievances or complaints filed with the ADA Grievance Committee alleging acts prohibited by the United States Department of Health and Human Services regulations (45 CFR Part 84) implementing Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual...shall, solely by reason of his handicap, be excluded from participation in any program or activity receiving Federal financial assistance..." The law and regulations may be examined in the office of the Town Manager, Audrey P. Beck Town Offices, Four South Eagleville Road, Storrs, Connecticut.

The right of a person to prompt and equitable resolution of the complaint filed under Chapter 12 of the Personnel Rules for the Town of Mansfield shall not be impaired by the person's pursuit of other remedies including the following:

- (1) Filing a complaint with the Connecticut Human Rights and Opportunities Commission or the United States Equal Employment Opportunity Commission.
- (2) Filing a complaint with the Regional Office of Civil Rights of the U. S. Department of Health and Human Services.
- (3) Pursuing legal action through the courts.
- (4) Filing a grievance with the ADA Grievance Committee.

12.2 Appeals from Suspension, Demotion and Dismissal. Appeals from suspension, dismissal or demotion may be made by a regular non-union

employee by applying to the Personnel Appeals Board in writing within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing within ten (10) working days or a mutually agreeable time after such a request for appeal is made by the employee.

The hearing will be informal with the employee, the employee's representative (if any) and the department head present. The hearing may be public or private at the discretion of the employee. The Personnel Appeals Board shall make findings and recommendations in individual cases brought before it and shall notify all parties concerned within ten (10) working days after the hearing.

Chapter 13

EMPLOYEE PERFORMANCE

13.1 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 as defined by the Town's Ethics Ordinance, 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. Upon notification in writing by the Town Manager, such outside employment shall be terminated if it is disadvantageous to the Town.

- a. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.
- b. Preference of Town Employment. Any employee who engages in outside employment shall not perform duties for his/her outside employer during work hours for the Town. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.
- c. Injury and Illness. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while he/she is engaged in outside employment or any occupational illness attributed thereto.

13.2 Political Activity. All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes and express their opinions on all political subjects consistent with Section 7-421 of the Connecticut General Statutes. However, no employee shall:

- a. Engage in any political activity while on duty.
- b. Be required as a duty of office or condition of employment to contribute funds to or otherwise assist political or partisan purpose.
- c. Solicit or act as a custodian of funds for political or partisan purpose during working hours.
- d. Coerce or compel contributions of funds or other assistance for political or partisan purposes by any other town employee.

- e. Use any funds, supplies, materials or equipment of the Town for political or partisan purposes.
- f. Use official authority or influence to affect the results of a nomination or election for office, through public endorsement or otherwise.

13.3 **Obligation to Work.** All employees of the Town are obliged to fulfill the duties and responsibilities of their positions for compensation received. Accordingly, no individual employee may contract out or sub-contract to other employees or individuals for the performance of his/her assigned duties.

13.4 **Performance Appraisal.** The town manager may, in cooperation with appointing authorities and others, develop and adopt a structured system of appraising the performance of employees in the classified service for purpose of employee development, improving work performance, promotion and salary advancement. The town manager shall receive annual evaluations of regular employees from the department heads which shall be considered in determining merit increases.

Chapter 14

EMPLOYEE DEVELOPMENT

- 14.1 Employee Development. It shall be the responsibility of the town manager, department heads and supervisors to foster and promote programs of training for the purpose of improving the quality of personal services rendered to the citizens and to aid employees to equip themselves for advancement in the service.
- 14.2 Administration. The town manager shall:
- a. Establish standards for training programs and see that training is carried out as approved.
 - b. Provide assistance to department heads in developing and conducting training to meet the specific needs of their departments and in developing and utilizing other techniques for increasing employee efficiency.
 - c. Develop supervisory and management training and other types of training and employee development programs common to all departments.
 - d. Provide assistance to department heads in establishing standards of performance and procedures for evaluating employee efficiency.
 - e. Keep a record of all approved training courses and programs, and a record of employees who successfully complete such courses and programs.
- 14.3 Education Assistance. Regular full-time employees who wish to pursue formal courses of study beyond the scope provided for in Section 14.2 on their own time outside of normal working hours which will contribute to their ability and skill to perform as an employee of the Town may apply to the town manager in writing for financial assistance.
- a. Approved educational and training programs will be reimbursed in accordance with a schedule adopted by the town council at the recommendation of the town manager. The town manager may waive any maximum payment when there are uncommitted funds left after approved applications have been reimbursed.
 - b. Reimbursable costs include tuition, required course fees and materials. Costs not eligible for reimbursement include admission

application, registration, service fees, special or activity fees, transportation, meals, supplies and other related items.

- c. Reimbursement will be paid the employee when proof of a grade of "C" (2.0 quality point average) or better in the course is provided, proof of payment is provided, and the applicant is still a full-time regular employee of the Town at the time the request for reimbursement is submitted.

Chapter 15

RETIREMENT

- 15.1 Retirement Plan. Retirement benefits for Town employees shall be as provided by the retirement plan in force, currently the Connecticut Municipal Employees Retirement System (CMERS). Participation in the retirement plan is mandatory for all regular employees working twenty (20) hours or more per week and who meet the eligibility criteria stipulated by the plan.
- 15.2 Social Security (FICA). Compensation paid to regular employees working twenty (20) hours or more per week shall be subject to deductions for the tax under the Federal Insurance Contributions Act (FICA) otherwise known as "Social Security".
- 15.3 Social Security (FICA) Alternative. Non-regular employees and regular employees not eligible to participate in MERS shall participate in a deferred compensation plan in lieu of Social Security (FICA). The employee shall contribute a minimum of five and a half (5.5) percent of gross wages and the employer shall contribute two (2) percent of gross wages to the plan. At his/her option, the employee may contribute in excess of five and a half (5.5) percent of gross wages, as permitted by IRS regulations and plan rules.
- 15.4 Deferred Compensation Plan. Regular employees are eligible to enroll and participate in the Town's deferred compensation plans offered by the ICMA Retirement Corporation. Enrollment and participation in the deferred compensation plans is optional. Employees electing to enroll and participate in said plans shall make tax deferred contributions through payroll deduction. Employees may not make contributions into their plans that exceed the allowable annual amounts as permitted by IRS regulations and plan rules. In January of each year the Town shall notify regular employees of their eligibility status to participate in deferred compensation plans and of the allowable annual contribution amounts for said plans.
- 15.5 Separation Leave. An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System (CMERS) may utilize his/her earned accrued vacation leave as separation leave. Employees utilizing separation leave as vacation leave may not use earned vacation leave in excess of the allowable maximum amount on November 1st as defined in 10.6b. 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. Employees on

separation leave shall receive holiday pay for those days defined in 10.5 that occur during the separation leave.

15.6 Retiree Benefits. See 16.7.

Chapter 16

GROUP INSURANCE & MISCELLANEOUS EMPLOYEE BENEFITS

- 16.1 Types of Group Insurance. The Town will provide to eligible employees group insurance benefits, including health insurance, dental insurance, disability insurance, and life insurance. Full details of the plans will be included in the plan documents. Plan documents will be available on the employee intranet or upon request. From time to time, the Town will update the plan design and/or documents as needed. Any changes made to the Town's insurance coverage and plans are hereby incorporated into these Rules, and any Rules that are contrary to such changes are null and void to the extent they conflict only.
- 16.2 Eligibility. All regular employees who work twenty (20) or more hours per week are eligible to participate in the Town's health, dental, life and disability insurance plans. Eligible regular employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week are eligible for benefits on a prorated basis based upon their FTE status and will be responsible for higher employee premiums than full-time employees.
- 16.3 Enrollment.
- a. Health and Dental Insurance. Eligible employees as defined in 16.2 may choose to enroll in the Town's health and/or dental insurance plans at the time of hire, during open enrollment, or when a qualifying event occurs as defined in the plan documents. Eligible employees may enroll themselves and/or eligible dependents (as defined in the plan documents) into the Town's health and/or dental insurance plans. The effective date of coverage is set forth in Section 8.6(c).
 - b. Life and Disability Insurance. Eligible employees as defined in 16.2 will be enrolled in the Towns' disability and life insurance plans at the time of hire or when a change in work status necessitates eligibility in the plans.
- 16.4 Payment of Premiums. The Town and employees shall pay that portion of the premium so designated by the Town Council.
- a. Health Insurance. The employer and employee health insurance premium percentages will normally be established by Town Council on an annual basis. Health insurance premium rates shall be determined annually by the Town, and if necessary normally adjusted on or around July 1st.

The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. The employee's share of the premium shall be paid through payroll deduction on a pre-tax basis. Active employees whom are on an approved leave of absence and are not receiving a regular paycheck from the Town shall be billed for the employee share of the health insurance premium on a monthly basis. Failure by an employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

- b. Dental Insurance. Eligible employees shall be responsible for the full cost of dental insurance premiums. The employee's premium shall be paid through payroll deduction on a pre-tax basis. Active employees whom are on an approved leave of absence and are not receiving a regular paycheck from the Town shall be billed for the employee's dental insurance premium on a monthly basis. Failure by an employee to pay his/her dental insurance premium shall result in a disruption of dental benefits.
- c. Life and Disability Insurance. The Town shall pay the full premium for eligible employees for the Town's group life and disability insurance plans.

16.5 Life Insurance. The Town shall provide a term life insurance for eligible employees as defined in 16.2. The life insurance policy shall be in the amount of one and a half (1.5) times the employee's base salary and three (3) times the employee's salary in the event of accidental death and dismemberment. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.

16.6 Disability Insurance. The Town shall provide short and long term disability insurance for eligible employees as defined in 16.2. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in 16.4a.

- a. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$1,650 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term

absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.

- b. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month. Employees may utilize accrued vacation, floating holiday or personal leave to supplement their long-term disability benefit; employees may utilize earned leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

16.7. Insurance for Retirees. Retiring employees from the Town may elect to purchase health, dental, and/or life insurance from the Town with the full cost of all premiums to be paid by the retiree. For the purposes of this section an employee is considered to be a retiree when they separate from service in good standing for the following reasons: 1) they have completed twenty-five (25) years of aggregate service with the Town in a regular position(s) as defined in 16.2; 2) attained the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service with the Town in a regular position(s) as defined in 16.2; or 3) receiving a disability retirement under the Town's pension plan. Retirees must make a determination to elect or not elect health insurance coverage at the time of separation from the Town. Retirees that do not opt to purchase insurance coverage from the Town at the time of separation may purchase coverage during any open enrollment period available to current employees.

- a. Health Insurance. Eligible retirees as defined in 16.7 may elect to purchase health insurance through the Town. Retirees electing to purchase health insurance through the Town whom are less than sixty-five (65) years of age, or whom are not Medicare or Medicaid eligible, shall be able to enroll in a POE plan or its substantial equivalent depending upon which plan is available to active employees. Retirees electing to purchase health insurance through the Town whose primary residence is not within the state of Connecticut and are less than sixty-five (65) years of age, or not Medicare or Medicaid eligible, shall be able to enroll in a PPO plan or its substantial equivalent depending upon which plan is available to active employees. Retirees electing to purchase health insurance through the Town whom are aged sixty-five (65) years or older, or Medicare eligible, shall be able to enroll in a Medicare supplemental

plan that is selected by the Town. Retirees may continue to insure eligible dependents (as defined in the plan documents) with the full cost of all premiums to be paid by the retiree.

Health insurance premium rates shall be determined annually by the Town, and if necessary normally adjusted on or around July 1st for retirees enrolled in a PPO, POE plan, or their substantial equivalent and on or around January 1st for retirees enrolled in a Medicare supplemental plan. The Town shall bill retirees on a monthly basis for their health insurance premium. Failure by a retiree to pay the cost of health insurance shall result in a disruption of health benefits subject to the rights of the retiree to continue such coverage pursuant to COBRA defined in 16.8.

The Town Council may from time to time designate a Town contribution to retiree health insurance for those retirees electing to purchase health insurance through the Town. Said contribution shall be deducted from the amount owed by the retiree to the Town. This benefit is not transferable to any retiree's heirs, executors, administrators, successors and assigns, or covenants.

Upon the death of a retiree, an eligible dependent being covered by the Town's group health insurance plan shall be able to remain on the plan for three (3) calendar months following the death of the retiree. Eligible dependents are responsible for paying the full cost of the insurance premium. At the conclusion of the three (3) calendar months following the retiree's death, eligible dependents shall be eligible to purchase insurance through COBRA as defined in 16.8.

- b. Dental Insurance. Retirees electing dental coverage shall be responsible for the full cost of dental insurance premiums. Dental insurance premium rates shall be determined annually by the Town, and if necessary adjusted on or around July 1st. The Town shall bill retirees on a monthly basis for their dental insurance premium. Failure by a retiree to pay the cost of dental insurance shall result in a disruption of dental benefits.

Upon the death of a retiree, an eligible dependent being covered by the Town's group health insurance plan shall be able to remain on the plan for three (3) calendar months following the death of the retiree. Eligible dependents are responsible for paying the full cost of the insurance premium. At the conclusion of the three (3) calendar months following the retiree's death, eligible dependents shall be eligible to purchase insurance through COBRA as defined in 16.8.

- c. Life Insurance. Retirees may elect to purchase a \$10,000 term life insurance policy through the Town until the retiree reaches age seventy-five (75). Life insurance premium rates shall be determined annually by the Town, and if necessary adjusted on or around July 1st. The Town shall bill retirees on a monthly basis for their life insurance premium. Failure by a retiree to pay the cost of life insurance shall result in a disruption of life insurance benefits.
- 16.8 Insurance for Individuals No Longer Eligible as Town Employees and/or Their Dependents. The Consolidated Omnibus Budget Reconciliation Act (U. S. Public Law 99-272), known as COBRA, makes former employees and their dependents eligible to continue their group health insurance benefits when they would otherwise end. Additional provisions for these individuals are stipulated in CGS 38a-538 as amended by Public Act 92-158. The Town of Mansfield will extend these benefits as provided by law with the cost to be borne by the subscriber.
- 16.9 Insurance Plans and Carriers and Third Party Administrators. The Town reserves the right in its sole discretion to determine its insurance plans and carriers and third party administrators. The Town may at any time switch insurance plans and/or carriers or third party administrators. The Town will in its sole discretion determine to be self or fully insured for its group insurance policies.
- 16.10 Payment In Lieu of Health Insurance. This program is designed for those eligible regular employees as defined in 16.2 who currently have dual health insurance coverage or who have the ability to acquire health insurance from an employer not participating in the Town of Mansfield health insurance pool. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health insurance benefits and do not include dental insurance benefits. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" annually and provide documentation of coverage from their spouse or another source. Employees can enroll at the time of hire, throughout the work year when a plan outside the Town of Mansfield insurance pool becomes available, or when a change in work status necessitates eligibility in the plans.
- 16.11 Retiree Payment in Lieu of Health Insurance. Employees retiring after July 1, 2011 may also participate in the payment in lieu of health benefits program for a benefit of \$1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of \$2,520 per year if the participant is under age 65 and not Medicaid/Medicare eligible. The program requirements of section 16.10 shall apply.

- 16.12 Flexible Benefits Plan. All regular employees are eligible to participate in the Town's Flexible Benefits Plan, established in accordance with federal and state regulations. Plan administration is at the discretion of the Town. Employees may elect to participate in the medical and/or dependent care flexible spending account programs. Enrollment occurs during open enrollment of each year for the following calendar year beginning on January 1st. Employee contributions shall be made on a pre-tax basis through payroll deduction. Details of the plan are available in the plan documents.
- 16.13 Employee Assistance Program. The Employee Assistance Program (EAP) is provided to help employees and their families resolve job-related, personal and family problems. All regular full and part time employees, their spouses, significant others and family members who reside in the employee's household and all other legal dependents that are covered by the employee's health insurance plan are eligible to participate in the EAP. The EAP provides eligible persons with assessments, short-term problem resolution and referrals at no cost to the employee. Further details of the program, including the number of permissible visits may be obtained by contacting Human Resources.

Chapter 17

RECORDS AND REPORTS

- 17.1 Personnel File. The town manager or designee shall be responsible for the maintenance of a personnel file for each employee to include all records that may be pertinent to the employee's service. These records will be maintained for the time period stipulated by state statute.
- 17.2 Financial Records. The finance department shall be responsible for the maintenance of a financial record of each employee. This record shall include annual salary, salary deductions, and any other financial records that the finance director determines to be in the best interest of the Town.
- 17.3 Medical Record. For each employee, all papers, documents and reports prepared by a physician, psychiatrist or psychologist that work-related or upon which the Town relies to make any employment-related decision shall be maintained in a separate file. These records will be maintained for the time period stipulated by state statute.
- 17.4 Leave of Absence Records. Records of all leaves of absence (see Chapter 10) other than sick time shall be maintained with payroll records when appropriate.
- 17.5 Schedules of Compensation. The town manager shall maintain complete schedules of compensation for all classes of positions. Compensation paid all employees shall be in accordance with these schedules.
- 17.6 Public Access to Personnel Records. Certain documents in employee personnel files are public records subject to disclosure under the Freedom of Information Act. However, the law does not require disclosure of information in a personnel file which, if disclosed, would invade an employee's personal privacy.

The decision whether or not to release information in a personnel file will be made by the town manager. If the town manager believes that disclosure of information about an employee would invade that employee's personal privacy, the town manager will notify the employee and provide an opportunity for objection to the disclosure in accordance with CGS 1-214. When a request has been made and information will be disclosed, the Town Manager or his or her designee will inform the employee as a courtesy.

- 17.7 Written Warnings. Written warnings shall remain a part of an employee's personnel record for eighteen (18) months from the date of the warning.

However, if another written warning for the same type of offense is received within the eighteen month period, both warnings shall remain on the record for a period of eighteen months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

- 17.8 Employee Request to Remove Material from File. An employee who objects to any personnel information on the grounds that it is inaccurate or misleading may add to the material a signed statement relating to it, or may seek, through the grievance procedure, to have the material altered or removed from the personnel records. In some instances, permission to remove material may have to be granted by the State Public Records Administrator.



TOWN OF MANSFIELD
POLICY MEMORANDUM

To: All Town Employees
From: Matthew W. Hart, Town Manager *M. W. Hart*
Prepared by: Maria Capriola, Assistant to Town Manager
Date: June 1, 2010
Subject: Anti-Harassment Policy

I. Purpose

The Town of Mansfield (Town) is committed to providing and maintaining a work environment in which everyone is safe from emotional and physical harm and is treated with respect and dignity. The Town strictly prohibits sexual harassment and harassment towards anyone, including, but not limited to, all the protected classes of race, religion, age, sex, marital status, national origin, ancestry, disability and sexual orientation. All Town officials and employees are expected to support this effort. The principles and complaint procedures set forth in this policy apply to sexual harassment and all other forms of harassment against agency employees.

The Town of Mansfield will not create or tolerate a hostile work environment or harassment in any form - verbal, physical or visual. Management will not use its authority to harass employees, take or fail to take personnel action as a reprisal against an employee for resisting or reporting any act of harassment, or tolerate any harassment, verbal or physical, of an employee towards another employee. Anyone who engages in such conduct will be subject to discipline up to and including immediate discharge. All supervisory staff members are responsible for regularly reminding employees of this policy, and all are responsible for seeing that our workplace is free of harassment.

- A. **Sexual Harassment.** As the prevention of sexual harassment deserves special attention, some sections of this policy focus directly on sexual harassment. The policy establishes a zero tolerance standard for all forms of sexual harassment towards any employee.
- B. **Other Forms of Harassment.** This policy is also applicable to the harassment of members of a legally protected class and other harassment visited upon a Town employee, as such behavior is not only unfair, but also may impede the work of the people to be accomplished by Town employees. The Town recognizes the right of citizens to criticize their government, but this must be done responsibly with civility and should never take the form, for example, of a defamatory statement or inflammatory criticism regarding a Town employee, especially in a public forum.

II. Prohibited Conduct

The Town of Mansfield will not tolerate harassment by anyone, including any supervisor, co-worker, vendor, citizen, resident, client or customer, whether in the workplace, at assignments outside the workplace, at Town-sponsored (social) functions or elsewhere.

III. Effective Date

This policy shall be effective immediately and shall remain in effect until revised or rescinded.

IV. Definition

A. "Sexual harassment" is a form of sex discrimination, prohibited by both state and federal law (see C.G.S. § 46a-60(a)(8) and Title VII of the Civil Rights Act of 1964). "Sexual harassment" means any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the person; or
3. such conduct interferes with a person's work performance or creates an intimidating, hostile or offensive working environment.

The offender or the victim of harassment may be either a man or a woman. Also, harassment can involve people of the same or the opposite sex.

B. "Harassment" is unwarranted and unwanted verbal or nonverbal conduct which threatens, intimidates or unduly annoys or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, degrading or hostile environment, or interferes with or adversely affects a person's work performance.

Harassment does not include the conduct or actions of supervisors intended to provide employee discipline, such as deficiency notices, performance evaluations, oral warnings, reprimands or other supervisory actions intended to promote positive performance and/or discourage negative behavior or performance.

V. Examples of Harassment

While it is not possible to list all circumstances that may constitute harassment, the following are some examples of conduct which, if unwelcome, may constitute harassment depending on the totality of the circumstances including the severity of the conduct and its pervasiveness.

A. Sexual Harassment Examples

- Unwanted sexual advances and explicit sexual proposals;
- Demands for sexual favors in exchange for favorable treatment or continued employment;
- Suggestive comments, sexually oriented teasing or practical jokes;
- Foul or obscene body language or gestures;
- Display of printed or visual material that is foul, obscene or offensive;
- Sending or viewing jokes, pictures or other information by e-mail or the internet where the information is sexually-explicit, or where it ridicules a person's ethnicity, religion, sexual-orientation or other unchangeable characteristics;
- Physical contact, such as touching, patting, pinching or brushing against another's body.

B. Other Forms of Harassment Examples

- Jokes about ethnicity, religious beliefs or practices, accents or gender-specific traits;
- Repeated, unscheduled demands for attention and time regarding matters of a non-urgent nature that interfere with an employee's ability to perform his or her routine job duties in a timely and effective manner;
- Any communication or action that is demeaning, rude or inflammatory or otherwise incites anger, hurt, fear or embarrassment in the receiver of the communication or action;
- Unwanted questions or comments pertaining to any aspect of an employee's person or personal life;
- Unwanted contact at an employee's home or in public when an employee is off duty. Examples of unwanted contact may include but are not limited to: calling an employee at their personal cell phone or land line; emailing an employee at their personal email address; and physically approaching and/or berating employees about work matters when the employee is off duty.
- Slanderous, libelous or untruthful statements made about an employee's work performance, qualifications, abilities or motivations, particularly when such baseless statements are made in a public forum (i.e. public meetings, published materials via the web, newspapers, or other media) and intended to cause harm to the employee's professional reputation.

VI. Reporting Harassment

- A. Victims of Harassment.** If you believe that you are being harassed, you should clearly and promptly tell the offender that you want him or her to stop the behavior. If for any reason you do not wish to confront the offender directly or if confrontation does not successfully end the harassment, you shall immediately report the harassment to any one of the following people:
- Your supervisor or manager; or
 - The Assistant to the Town Manager; or
 - The Town Manager
- B. Employees Who Witness Harassment.** Any employee who witnesses harassment or becomes aware that another employee has been subjected to prohibited harassment shall immediately report the conduct to one of the individuals listed above.
- C. Supervisors and Managers.** Any supervisor or manager who receives a complaint about harassment, retaliation or who believes that someone is engaging in conduct that may be prohibited must immediately report it to the Town Manager or Assistant to Town Manager. Ignoring such conduct is not acceptable and may subject the supervisor or manager to disciplinary action.

VII. No Retaliation

The Town strictly forbids retaliation against employees who report harassment or who participate in internal or external investigations of harassment. The Town will not engage in any such retaliation nor will it permit employees to do so. The Town will not tolerate retaliatory citizen behavior/actions towards employees whom have reported harassment or participated in a harassment investigation. All

Anti-Harassment Policy

employees shall report all instances of retaliation to one of the individuals listed in section VI.A of this policy.

VIII. Investigating Complaints

The Town's policy is to take all complaints and reports of harassment seriously. All complaints and reports will be investigated promptly, impartially and discreetly. Once a complaint is received, an investigation will be undertaken immediately and all necessary steps taken to resolve the problem. Employees have a duty and are obligated to participate in investigations when asked. Investigation of such matters will usually entail conferring with involved parties and any named or apparent witnesses. Where investigation confirms that harassment has occurred, the Town will promptly take corrective action. Discipline up to and including discharge from Town service, banning from Town facilities or property, or legal action may be implemented by the Town after the respondent to a complaint has had a chance to present his side of the case, and to rebut the claims made against him or her. In all cases, including those in which a harassment complaint is made against someone who is not a town official or employee, every effort will be made to ensure that the principles of due process of law are afforded to every respondent. In this context, depending on the circumstances, due process includes, but is not limited to, the right to sufficient notice of the claims against the respondent, the right to counsel paid for by the respondent and the opportunity to rebut the allegations of the complaint in the presence of a fair and impartial decision maker.

IX. False or Malicious Reports

Disciplinary action may be imposed if the Town determines that a false or malicious complaint was made under this policy.

This policy is not an exclusive remedy for any employee experiencing harassment. Employees are advised that they may have other remedies, civilly or criminally, and they are responsible for initiating any such alternative action.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; Mary Stanton, Town Clerk
Date: November 28, 2011
Re: Town Attorney Retainer Agreement

Subject Matter/Background

Pursuant to Section C305 of the Mansfield Charter, at the November 14, 2011 regular meeting the Town Council appointed Attorneys O'Brien and Johnson as Mansfield's Town Attorney. Attorney Dennis O'Brien has served in this capacity since 2000, and, along with his partner Attorney Susan Johnson, is looking forward to serving another Council term.

In keeping with the Purchasing Ordinance, Attorney O'Brien has submitted a proposed retainer agreement for a term to run from December 8, 2011 through December 5, 2013. The scope of work encompassed within the agreement is relatively broad, with the base fee covering all of the Town Attorney's work for the Town with exceptions for time spent in an extensive evidentiary proceeding on trial in court or in arbitration, and reimbursement for costs such as court entry fees, service of process and the like. It is important to note that the Agreement does not include the use of outside legal counsel, as authorized under Section C305(C) of the Mansfield Charter.

Financial Impact

Under the proposed agreement, the Town would pay the Town Attorney an annual retainer of \$41,200 for the first year and an annual retainer of \$42,436 for the second year. The Town Attorney would also be compensated at a rate of \$125 per hour for time reasonably spent in any extensive evidentiary proceeding on trial in a court or arbitration matter.

Recommendation

If the Town Council wishes to appoint Attorneys O'Brien and Johnson as Town Attorney, the following resolution would be in order:

RESOLVED: Pursuant to Section C305 of the Mansfield Charter, to appoint Attorneys O'Brien and Johnson as Town Attorney, for a term commencing on December 8, 2011 and ending on December 5, 2013, and to authorize the Town Manager to execute the proposed Retainer Agreement between the Town of Mansfield and Attorneys O'Brien and Johnson.

Attachments

- 1) Proposed Town Attorney Retainer Agreement
- 2) Current Town Attorney Retainer Agreement

**TOWN ATTORNEY RETAINER AGREEMENT
BETWEEN THE TOWN OF MANSFIELD, CONNECTICUT
AND ATTORNEYS O'BRIEN AND JOHNSON**

Introduction

This Agreement, made and entered into this ____ day of _____, 2011, by and between the Town of Mansfield, a municipal subdivision of the State of Connecticut, (hereinafter, "the Town") and Attorney Dennis O'Brien, duly authorized to act for Attorneys O'Brien and Johnson, a professional law partnership situated at 120 Bolivia Street, Willimantic, CT 06226 ("the Town Attorney"), whose work and professional conduct are subject to the Rules of Professional Conduct of the Judicial Department of the State of Connecticut. The Town and Town Attorney hereby agree as follows:

Section 1: Term

As required by Section C305A of the Charter of the Town of Mansfield, and subject to the provisions of said Charter and the Town of Mansfield Ordinance for Obtaining Goods and Services, the term of this Agreement shall be from December 8, 2011, until December 5, 2013. As also required by said subsection A of section C305, the Town Attorney shall serve at the pleasure of the Town Council.

Section 2: Duties and Authority

The Town of Mansfield agrees to retain the Town Attorney to perform the functions and duties of such position specified in the Charter and Ordinances of the Town and the statutes of the State of Connecticut and to perform other legally permissible duties and functions delegated or assigned by its Town Council and Town Manager, and the Town Attorney agrees to accept such responsibility.

Section 3: Retainer

During the first year of this Agreement, ending on December 8, 2012, the Town agrees to pay the Town Attorney an annual retainer of Forty One Thousand Two Hundred Dollars (\$41,200.00) in equal monthly installments for performing the legal work of the town, except for most labor matters or those handled by temporary counsel other than the Town Attorney per Charter Section C305C. Said legal work does not include legal services provided to the Region 19 School District, the Eastern Highlands Health District or Mansfield Discovery Depot. In the second year of the Agreement, the Town Attorney will receive an annual retainer of Forty-Two Thousand Four Hundred and Thirty-Six Dollars (\$42,436.00). Attorney O'Brien will be paid an additional One Hundred Twenty Five Dollars (\$125.00) per hour for time reasonably spent in any extensive evidentiary proceeding on trial in a court or an arbitration matter. A trial or arbitration matter is "extensive" if any such proceeding requires Attorney O'Brien to spend more than an entire day or at least a total of 8 hours on trial in a court of law or arbitration representing the Town of Mansfield. Otherwise, no additional payments will be made to the Town

Attorney, but for reimbursements for costs such as court entry fees and the costs of service of process and the like.

Section 4: Standards of Practice

The Town Attorney shall perform duties and discharge obligations to the Town of Mansfield guided by the Rules of Professional Conduct, and in accordance with federal and state law. The Town Attorney shall provide services to the Town of Mansfield staff using the best practices of the legal profession, and maintaining the necessary knowledge and skills to capably represent the Town in the variety of matters required by the position. The Town Attorney will provide legal services to the Town with honesty and trust, and the best interests of the Town and people of Mansfield will always take priority.

Section 5: Resignation

In the event that the Town Attorney voluntarily resigns or is compelled to leave by illness or some other unanticipated cause, the Town Attorney will complete or effectively transfer all pending work to the successor Town Attorney or another sufficiently skilled and capable alternative lawyer selected by the Town, to ensure that the interests of the Town are fully protected.

Section 6: Hours of Work & Outside Employment

The Town Attorney will be allowed to establish an appropriate work schedule. It is known by the Town that both Attorneys O'Brien and Johnson are engaged in other work on the date of execution of this Agreement.

Section 7: Amendment

This Agreement may be amended by the mutual written and duly executed agreement of the parties.

IN WITNESS WHEREOF. The parties hereto have set their signatures this _____ day of _____, 2011.

TOWN OF MANSFIELD

By Matthew W. Hart, Town Manager

ATTORNEYS O'BRIEN & JOHNSON

By Attorney Dennis O' Brien, Duly Authorized

**TOWN ATTORNEY RETAINER AGREEMENT
BETWEEN THE TOWN OF MANSFIELD, CONNECTICUT
AND ATTORNEYS O'BRIEN AND JOHNSON**

Introduction

This Agreement, made and entered into this 1st day of December, 2009, by and between the Town of Mansfield, a municipal subdivision of the State of Connecticut, (hereinafter, "the Town") and Attorney Dennis O'Brien, duly authorized to act for Attorneys O'Brien and Johnson, a professional law partnership situated at 120 Bolivia Street, Willimantic, CT 06226 ("the Town Attorney"), whose work and professional conduct are subject to the Rules of Professional Conduct of the Judicial Department of the State of Connecticut. The Town and Town Attorney hereby agree as follows:

Section 1: Term

As required by Section C305A of the Charter of the Town of Mansfield, and subject to the provisions of said Charter and the Town of Mansfield Ordinance for Obtaining Goods and Services, the term of this Agreement shall be from December 3, 2009, until December 8, 2011. As also required by said subsection A of section C305, the Town Attorney shall serve at the pleasure of the Town Council.

Section 2: Duties and Authority

The Town of Mansfield agrees to retain the Town Attorney to perform the functions and duties of such position specified in the Charter and Ordinances of the Town and the statutes of the State of Connecticut and to perform other legally permissible duties and functions delegated or assigned by its Town Council and Town Manager, and the Town Attorney agrees to accept such responsibility.

Section 3: Retainer

During the first year of this Agreement, ending on December 2, 2010, the Town agrees to pay the Town Attorney an annual retainer of Thirty-Five Thousand Dollars (\$35,000) in equal monthly installments for performing the legal work of the town, except for most labor matters or those handled by temporary counsel other than the Town Attorney per Charter Section C305C. In the second year of the Agreement, the Town Attorney will receive an annual retainer of Forty-Thousand Dollars (\$40,000.00). Attorney O'Brien will be paid an additional One Hundred Twenty Five Dollars (\$125.00) per hour for time reasonably spent in any extensive evidentiary proceeding on trial in a court or an arbitration matter. A trial or arbitration matter is "extensive" if any such evidentiary proceeding requires Attorney O'Brien to spend more than an entire day or at least a total of 8 hours on trial in a court of law or arbitration representing the Town of Mansfield. Otherwise, no additional payments will be made to the Town Attorney, but for reimbursements for costs such as court entry fees and the costs of service of process and the like.

Section 4: Standards of Practice

The Town Attorney shall perform duties and discharge obligations to the Town of Mansfield guided by the Rules of Professional Conduct, and in accordance with federal and state law. The Town Attorney shall provide services to the Town of Mansfield staff using the best practices of the legal profession, and maintaining the necessary knowledge and skills to capably represent the Town in the variety of matters required by the position. The Town Attorney will provide legal services to the Town with honesty and trust, and the best interests of the Town and people of Mansfield will always take priority.

Section 5: Resignation

In the event that the Town Attorney voluntarily resigns or is compelled to leave by illness or some other unanticipated cause, the Town Attorney will complete or effectively transfer all pending work to the successor Town Attorney or another sufficiently skilled and capable alternative lawyer selected by the Town, to ensure that the interests of the Town are fully protected.

Section 6: Hours of Work & Outside Employment

The Town Attorney will be allowed to establish an appropriate work schedule. It is known by the Town that both Attorneys O'Brien and Johnson are engaged in other work on the date of execution of this Agreement.

Section 7: Prior Bills and Costs

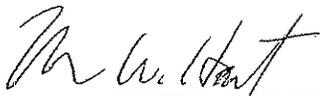
The parties agree that in order to be due, owing and paid by the Town of Mansfield to the Town Attorney, any request for reimbursement of costs, or hourly rate or other bills or invoices for work performed for the Town of Mansfield by the Town Attorney prior to the effective date of this Agreement, shall be submitted to the Office of the Town Manager on or before December 3, 2009, the starting date of this Agreement, as set forth in Section 1, above.

Section 8: Amendment

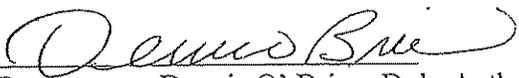
This Agreement may be amended by the mutual written and duly executed agreement of the parties.

IN WITNESS WHEREOF. The parties hereto have set their signatures this 1st day of December, 2009.

TOWN OF MANSFIELD


By Matthew W. Hart, Town Manager

ATTORNEYS O'BRIEN & JOHNSON


By Attorney Dennis O' Brien, Duly Authorized



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Virginia Walton, Solid Waste/Recycling Coordinator
Date: November 28, 2011
Re: MRRA, In-yard Single Family Collection Fee Increase

Subject Matter/Background

As explained in the attached memo, the fees the Town charges for in-yard trash service are no longer covering the costs of providing this service. Since the solid waste enterprise fund has to operate on a break-even basis, staff and Solid Waste Advisory Committee are recommending that the Council, acting in its role as the Mansfield Resource Recovery Authority (MRRA), increase these fees to cover the cost of providing the service.

Financial Impact

If the fees are not raised to cover the costs, the solid waste fund will eventually run short of funds. Only the surcharges for the in-yard services are recommended to be changed at this time.

Recommendation

Staff and the advisory committee are recommending that the MRRA adopt the new fees now so that they can be made effective on January 1, 2012. If approved, the new fees will be published in the January billing messages sent to all collection customers.

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

Move, to approve the In-yard Single Family Collection Fees as recommended by the staff and the Solid Waste Advisory Committee, which fees shall be effective January 1, 2012 after publication in the January billing messages sent to all collection customers.

Attachments

- 1) L. Hultgren and V. Walton re: 2012 Rate Increase for Single-Family in-yard Trash Service

TOWN OF MANSFIELD
MEMORANDUM
November 22, 2011

TO: Matthew W. Hart, Town Manager
 FROM: Lon R. Hultgren, Director of Public Works
 Virginia Walton, Recycling/Refuse Coordinator V.W.
 RE: 2012 Rate Increase for Single-Family In-yard Trash Service

The Town of Mansfield provides rear yard trash service for single-family residents for an additional fee. For driveways up to 300 feet, the fee currently charged is \$11.50 per month. For driveways over 300 feet, it is \$15.00. We last adjusted the Town's single-family collection rates, including in-yard service, in October 2007. With the annual cost of living escalation in the trash collection contract, these two fees are no longer covering our costs.

In-Yard Collection	Hauler's Charge	Town's Charge to Residents	Monthly Difference	Number of Service Locations	Monthly Loss	Recommended Charge to Residents	Percent Increase
Up to 300 ft. driveway	\$12.30	\$11.50	(-) \$0.80	56	(-) \$44.80	\$12.50	8.7%
Over 300 ft. driveway	\$16.17	\$15.00	(-) \$1.17	7	(-) \$8.19	\$16.25	8.3%

The Solid Waste Advisory Committee recommends that the two rear yard trash service fees should be increased to \$12.50 and \$16.25 to cover the Town's cost. The increase could be implemented in the next billing cycle, January 1, 2012.

In order to reflect this change, section A196-12 (F) of the solid waste regulations needs to be modified. Below is the proposed regulation change.

Backyard service Additional cost to have 1 can, standard or full service, provided in the yard, adjacent to the house or location (other than curb) designated by the subscriber (maximum off-road distance of 100 yards) ~~\$11.50~~ \$12.50

Backyard service for long or unusual driveways Additional cost for service provided at a location designated by the subscriber for long (greater than 100 yards) or unusual driveways ~~\$15.00~~ \$16.25

Council's action, acting as the Mansfield Resource Recovery Authority, is respectfully requested to adopt this regulation change.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Cynthia vanZelm, Executive Director
 Mansfield Downtown Partnership
Date: November 28, 2011
Re: ConnDOT Engineering Review Agreement – Storrs Road Improvement Project

Subject Matter/Background

The Connecticut Department of Transportation (ConnDOT) is the pass-through agency for the federal grants that the Town and the Mansfield Downtown Partnership have received for financing a portion of the costs for the improvements to Storrs Road and Dog Lane near the Storrs Center development. As such, the Town has executed construction agreements with ConnDOT in order to permit the agency to release the funds and to reimburse the Town for the expenditures that fall within the scope of the grants. ConnDOT has requested that the Town execute this second agreement concerning the agency's engineering review efforts for the Storrs Road improvement project.

Financial Impact

The Town is financing this project through two federal grants, a state grant and developer funds, as specified by the development agreement for Storrs Center. The Storrs Road project includes on-street parking areas, new street trees, medians, wider and decorative sidewalks, and colored bituminous crosswalks that will be the Town's responsibility to maintain. ConnDOT deducts these engineering review funds from the federal grant monies before they are passed through to the Town, and our latest project funding budgets reflect these review funds as expenditures.

Legal Review

Both agreements are standard ConnDOT issue that are similar to what the Town has executed for all of our federally funded, highway-related projects, so no new legal review has been made.

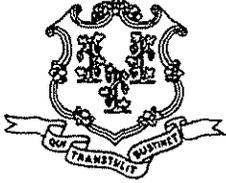
Recommendation

According to the transmittal letters, the Council needs to authorize the Town Manager, by name, to execute the agreement. The resolution (in suggested DOT format) is as follows:

RESOLVED, that Matthew W. Hart, Town Manager, is hereby authorized to sign the agreement entitled: "Agreement between the State of Connecticut and the Town of Mansfield for the Development of Contract Plans, Specifications and Estimates for Storrs Road Improvements utilizing Federal Funds under the High Priority Projects Program".

Attachments

- 1) Agreement, State Project 77-223



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: 860-594-3219

October 18, 2011

Mr. Matthew W. Hart
Town Manager
Town of Mansfield
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, Connecticut 06268

Dear Mr. Hart:

Subject: State Project No. 77-223
Federal-Aid Project No. PE: H122(001)

Enclosed are two original copies of an Original Design Agreement for the Storrs Road Improvement project.

Please do the following promptly:

1. Your signature and those of two witnesses should be affixed to the two copies of the Agreement. Please sign your name as it appears on the signatory page.
2. The witnesses shall sign in the same order on the two copies of the Agreement.
3. The witnesses' names shall be typed beneath their signatures.
4. The Town seal shall be affixed upon all copies of these Agreements.
5. The original council resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the Agreements. For consistency, please see that your name appears the same in the resolution as shown in the preamble and signatory pages of these Agreements.

Please return two signed copies of these Agreements on or before September 30, 2011 so that we may process them for State Signatures. These agreements must be signed no later than within 30 days of the date of the original council resolution. A fully executed copy of the Agreement will be returned to you upon its completion.

Very truly yours,

PH Hugh H. Hayward, P.E.
Principal Engineer
Bureau of Engineering and
Construction

Enclosures

State Project No. 77-223
Federal-Aid Project No. H122(001)

RESOLUTION

RESOLVED, that Matthew W. Hart, Town Manager, is hereby authorized to sign the Agreement entitled "Agreement between the State of Connecticut and the Town of Mansfield for the Development of Contract Plans, Specifications and Estimates for Storrs Road Improvements utilizing Federal Funds under the High Priority Projects Program "

ADOPTED BY THE _____ OF THE
TOWN OF MANSFIELD, CONNECTICUT THIS _____ DAY OF _____
2011.

Clerk

Seal

Date

Agreement No.
CORE ID No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN OF MANSFIELD
FOR THE
DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES
FOR
STORRS ROAD IMPROVEMENTS
UTILIZING FEDERAL FUNDS UNDER THE
HIGH PRIORITY PROJECTS PROGRAM

State Project No. 77-223

Federal-Aid Project No. H122(001)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2011, by and between the State of Connecticut, Department of Transportation, James P. Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the Town of Mansfield, Audrey P. Beck Building, 4 South Eagleville Road, Mansfield, Connecticut 06268, acting herein by Matthew W. Hart, Town Manager, hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that design activities be undertaken in conjunction with roadway and streetscape improvements on Storrs Road (Route 195) from approximately 300 feet south of South Eagleville Road (Route 275) north to approximately 100 feet south of Mansfield Road for a total distance of approximately 2,300 feet, hereinafter referred to as "improvements," and

WHEREAS, said improvements include, but are not limited to, the milling and overlay of Storrs Road, construction of raised medians, establishment of on-street parking and the installation of decorative streetscape elements and landscaping, herein identified as State Project No. 77-223 and Federal-aid Project No. H122(001), hereinafter referred to as the Project, and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding authorization "for Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, Title 23, United States Code, Chapter 1, Section 117(a)(1), authorizes the

Secretary of Transportation to establish a High Priority Projects Program (HPPP), and

WHEREAS, the Project is eligible for funding under the High Priority Projects Program (HPPP) as defined in Title I, Section 1701 of the Act, and

WHEREAS, the Project is listed and briefly described in Title I, Section 1702 of the Act, and

WHEREAS, the State is exempt from any liability in conjunction with the subject Project pursuant to Section 13a-153 of the Connecticut General Statutes, as revised, and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized... “(b) to apply for and to obtain moneys, grants, or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.”, and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project related design activities could be authorized.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term “Claims” as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term “Municipality Parties” as used herein is defined as a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term “Project” as used herein is defined as roadway and streetscape improvements along Storrs Road (Route 195) from approximately 300 feet south of South Eagleville Road (Route 275) north to approximately 100 feet south of Mansfield Road for a total distance of approximately 2,300 feet, including, but not limited to, the milling and overlay of Storrs Road, construction of raised medians, establishment of on-street parking and the installation of decorative streetscape elements and landscaping.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

ARTICLE I. THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State and consultant(s) to provide for the proper interchange of information concerning the Project. The signatory of this Agreement or his/her successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies and monitoring consultant progress.

(2) Design the Project to standards acceptable to the State and the Federal Highway Administration and within the designated time frame established for the Project.

(3) Reimburse the State for all expenditures incurred by the State on the Project in the event the Project is canceled by the Municipality without "good cause" as determined by the State and the Federal Highway Administration. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

(4) Conduct a public involvement program in compliance with State requirements.

(5) Submit to the State for review, any plans, specifications, estimates, and other information developed for the Project by municipal engineering forces or by its consultant. Such plans, specifications, estimates, and other information shall be submitted to the State in accordance with the Consultant Administration & Project Development Manual of the Department of Transportation, as revised.

(6) Permit the State and Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.

(7) Issue an appropriate order to any utility to readjust or relocate in or remove its utility facility located within the municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as

outlined in the first paragraph of this Article I, Paragraph (7), shall become the responsibility of the Municipality.

(8) Assume full legal responsibility for the accuracy of all products of its work or that of its consultant or other assistants under this Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the municipal engineer and/or its consultant engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents shall be signed by the authorized individual within the Municipality responsible for receipt of "official notices."

(9) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's and/or its consultant's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services.

(10) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," a copy of which is attached hereto and hereby made part of this Agreement

(11) Deposit with the State, upon demand, a sum of Thirty-one Thousand Dollars (\$31,000), as described in Article III., Paragraph (22) hereof, which sum represents the Municipal twenty percent (20%) share of the estimated cost of all participating services provided by the State.

(12) Agree that in the event the right-of-way acquisition phase, or the construction phase, does not commence by the close of the tenth (10th) Federal fiscal year following the Federal fiscal year in which the Preliminary Engineering phase is authorized, the Municipality will reimburse the State, when requested, the sum or sums expended by the State for all costs associated with this Agreement.

(13) (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(g) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(14) Not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, unless requested to do so by the State. The Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

ARTICLE II. THE STATE SHALL:

(15) Provide services which may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Project.

(16) Use apportionments made available to the State under the High Priority Projects Program and Municipal matching funds for participating Project engineering costs including services provided by the State as described in Article II., Paragraph (15) hereof.

ARTICLE III. THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(17) That final payment will be based on a post-engineering audit performed by the State using the percentages set forth in Article III., Paragraph (22) of this Agreement.

(18) To enter into agreements relative to acquisition of rights-of-way, construction, and utility adjustments with municipally-owned facilities as are necessary to complete the Project.

(19) That this Agreement shall terminate when one of the following conditions is met:

(a) Upon satisfactory completion of the conditions stated herein.

(b) Upon mutual consent of the Municipality, the State, and the Federal Highway Administration.

(c) Upon written notice from the State that the Agreement is terminated, including cancellation or termination by the State Labor Commissioner under the terms of this Agreement.

(20) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Municipality is to receive such notice -

Town Manager
Town of Mansfield
Audrey P. Beck Building
4 South Eagleville Road
Mansfield, Connecticut 06268 ;

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(21) (a) If the actual expenditures incurred by the State result in an accumulative cost less than the amount identified under Item C of Article III., Paragraph (22) hereof, said expenditures shall be funded under the terms of this Agreement.

(b) If the actual expenditures incurred by the State result in an accumulative cost greater than the amount identified under Item C of Article III., Paragraph (22) hereof, the State and the Municipality shall enter into a supplemental agreement, if funding is available.

(22) That the estimated cost for the preliminary engineering phase of the Project is as follows:

ESTIMATED ENGINEERING COSTS

State Project No. 77-223	Federal-aid Project No. H122(001)
A. State Cost.....	\$155,000
B. State Extra Work Allowance.....	\$ 0

C. Total Costs (A+B).....	\$155,000
D. Federal Share (80% of C).....	\$124,000
E. Municipal Share (20% of C).....	\$ 31,000
F. Municipal Share of Cost of State Services to be Deposited With the State (20% of C).....	\$ 31,000

(23) That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(24) That the Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

(25) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

Agreement No.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
James P. Redeker, Commissioner

Name:

By _____ (Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Name:

Date: _____

TOWN OF MANSFIELD

Name:

By _____ (Seal)
Matthew W. Hart
Town Manager

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To acknowledge and agree to comply with the policies enumerated in this Exhibit A, Schedule 1 (attached hereto), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: "Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and

purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit A, Schedule 2 (attached hereto).

(5) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

Schedule 1

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT



POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and

employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest

in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment

with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp

- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule 2

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
 - A. Withholding contract payments until the Contractor is in-compliance; and/or
 - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: November 28, 2011
Re: Proclamation in Recognition of Storm Recovery Operations

Subject Matter/Background

In the days following Tropical Storm Irene and Winter Storm Alfred, town staff, volunteers and local organizations pulled together and worked tirelessly to address the safety needs of the public and provide essential services to our community. I would like to recognize their extraordinary work, generosity, and support by requesting the Council issue the attached proclamation. If approved, I will plan to present the proclamation at a modest recognition event we are planning to thank our staff, volunteers and local organizations.

Recommendation

If the Town Council would like to issue the attached proclamation, the following motion is in order:

Move, effective November 28, 2011, to authorize the Mayor to issue the attached Proclamation in Recognition of Storm Recovery Operations.

Attachments

- 1) Proposed Proclamation in Recognition of Storm Recovery Operations



*Town of Mansfield
Proclamation in Recognition of Storm Recovery Operations*

WHEREAS, on August 28, 2011 and October 29, 2011, storms Irene and Alfred caused widespread and prolonged electricity outages throughout the town of Mansfield and surrounding areas; and,

WHEREAS, Town staff and local organizations pulled together to offer relief and assistance to local residents; and,

WHEREAS, town employees cleared the roads of trees and debris to allow emergency responders and civilian traffic safe passage, attended to the safety needs of residents under challenging circumstances, organized and ran a shelter operation that served as a vital resource for those without electricity, fielded a deluge of calls from residents, kept our communications systems running smoothly, and provided public computer and internet access to those who had been cut-off from all other communication; and,

WHEREAS, the contributions from local organizations were critical in maintaining the quality of life and safety needs of our community, specifically the assistance from the Red Cross staff and the Coventry Community Emergency Response Team in running the shelter after storm Alfred, the Eastern Highlands Health District's assessment and supply of critical health and safety information to residents before and after the storms, the Regional School District #19's preparation of hot dinner meals, and the food supplied to the shelter from the University of Connecticut Dining Services, Dominos, and other local restaurants:

NOW, THEREFORE, I, Elizabeth C. Paterson, on behalf of the Mansfield Town Council and the community do hereby express our appreciation for the generosity and support from the volunteers, employees, and organizations involved in Mansfield's recovery from Tropical Storm Irene and Winter Storm Alfred.

Elizabeth C. Paterson
Mayor, Town of Mansfield
November 28, 2011

TOWN/UNIVERSITY RELATIONS COMMITTEE
Tuesday, October 11, 2011
Council Chambers, Audrey Beck Municipal Building

Minutes

Present: N. Hunter, R. Orr, C. Paulhus, J. Hintz, N. Silander, W. Simpson, W. Wendt, J. Saddlemire, R. Hudd, B. Paterson

Staff: C. van Zelm (*MDP*), L. Painter (*Town of Mansfield*)

1. Call To Order

Meeting was called to order at 4:01pm. Members reintroduced themselves.

2. August 9, 2011 Meeting Minutes

Simpson made the motion to approve the minutes as presented, seconded by Orr.

3. Co-Chair Reports

No Reports

4. Updates:

a. *Mansfield Downtown Partnership*: van Zelm provided a Storrs Center construction update. The Celebrate Mansfield Weekend went well. The planning committee will be meeting to debrief about the event.

b. *MCCP*: Hintz provided an update. MCCP finished the annual Fall Welcome Visits (door-to-door off-campus) and Neighborhood Cookout. Not as many volunteers this year for door-to-door effort, but the cookout was well attended.

c. *Town/UCONN Water Supply Project*: Painter provided an update regarding the joint Town/UCONN water study. The study will analyze groundwater options and options that connect to existing water supply systems (Windham, Tolland) for the Tech Park and additional municipal uses. Financial and environmental factors will be considered in the analysis. The RFP has been released for the study.

5. Fall Semester Off- Campus Activity

Due to the absence of key Town staff, the discussion was tabled until the next meeting.

6. New England Rail Coalition

Painter provided an update on the effort to restore passenger rail from New London, CT to northern Vermont. Several municipalities that would have stops along the proposed rail line have signed a Memorandum of Agreement to participate in jointly in applying for

funds to study the proposal. This does not commit the municipalities to any financial resources. The current objective of the coalition is gather support from stakeholders.

7. Other Business/Announcements

None

8. Opportunity for the Public to Address the Committee

None

9. Adjournment

Meeting adjourned at 4:38 p.m.

Respectfully Submitted,

Jim Hintz

Director of Off-Campus Student Services, University of Connecticut

**Town of Mansfield Parking Steering Committee for Storrs Center
Special Meeting
Monday, October 17, 2011
Mansfield Town Hall
Conference Room B**

4:00 PM

Minutes

Members Present: Karla Fox (Chair), Martha Funderburk, Manny Haidous, Matthew Hart, Meredith Lindsey, Ralph Pemberton, Mindy Perkins, Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Howard Kaufman (by phone), and Cynthia van Zelm

1. Call to Order

Chair Karla Fox called the meeting to order at 4:05 pm.

2. Approval of Minutes of September 13, 2011

Martha Funderburk made a motion to approve the minutes of September 13, 2011. Meredith Lindsey seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

Chair Karla Fox pointed to the revised changes to the Cooperative Agreement as handouts and asked Lon Hultgren to walk the Committee through the changes.

4. Continued Discussion of Proposed Cooperative Agreement

Mr. Hultgren said the changes that have been included in the latest draft of the Cooperative Agreement reflect changes made by the Committee since the last meeting in September; and some edits suggested by Committee member Meredith Lindsay and Storrs Center Alliance representative Howard Kaufman in the interim.

Mr. Hultgren noted that there were some edits made that were not substantive in nature.

Mr. Hultgren said that on page 1 the length of the agreement was changed from two years to an initial period to be consistent with language that is included later in the Agreement.

Mr. Hultgren also changed language on page one to reflect that the Town could be asked to conduct enforcement along with Storrs Center Alliance. The goal was to show that this is a cooperative arrangement.

On page 3, Mr. Hultgren said when the prior draft was written, it was with the assumption that the Town could hire a 3rd party operator after seven years (Storrs Center Alliance is committed to operating the Storrs Center parking (parking controlled by Storrs Center Alliance) for seven years per the Development Agreement) but since the draft Cooperative Agreement is only for two years, the Town was dropped from a possible source of enforcement on the Storrs Center parking areas.

On page 4, under Article D, the words "under its control" were added to "This agreement is not intended to limit any party's ability to enforce parking on the parking premises **under its control...**"

On page 4, under Article D, Mr. Hultgren also had added Matt Hart's suggested language that would allow him discretion in the appointment of special parking constables. The language now reads, "The Town Manager shall have reasonable discretion to determine whether an individual is suitable for appointment as a special constable and shall have the right to rescind appointments for cause."

On page 4, language was added regarding the ability for property owners to nominate special constables. The language reads as follows: "It is the intent of this section that the parties agree **that each party has the right to nominate and** to utilize these special constables, which may include employees of the parties to this agreement as well as the employees of any 3rd Party Operator, for parking enforcement in and immediately adjacent to the Storrs Center Development Area."

Mr. Hultgren also added language that in order for a property owner to be able to utilize a special constable for ticketing and towing, the property owner has to authorize a standing letter of trespass.

The Committee spent some time discussing the role of the 3rd party operator with respect to enforcement on other properties since that 3rd party operator has not been hired. Mr. Kaufman said he will be talking to the potential 3rd party operator soon to discuss this role. The Committee understood this dilemma and members reiterated that the cost of the additional enforcement by a 3rd party operator would be paid by fines and/or the property owner requesting assistance.

On page 5, Article F was revised to refine the enforcement role as follows: "The 2011 Agreement between the Town, Storrs Center Alliance LLC and Education Realty Trust, Inc. (the "Development Agreement") calls for Storrs Center Alliance LLC to manage and enforce public parking within the Storrs Center Development Area. Storrs Center Alliance agrees to provide, on request and in conjunction with the Town, through the services of said 3rd Party Operator, and in accordance with the provisions herein, supplemental enforcement on private and institutional parking areas within the Storrs Center Development Area...."

On page 5, in Article G, language was added back in with respect to the collection of fines. The language reads as follows: "Fines collected from parking violations issued by the Town or the 3rd Party Operator for unauthorized parking, parking in excess of specified time limits, towing and trespassing in the public parking areas in and immediately adjacent to the Storrs Center Development Area shall be in accordance with the above referenced Development Agreement."

Mike Taylor and Manny Haidous asked when the 3rd party operator would be hired and if language could be added to the draft Cooperative Agreement to that effect. Mr. Kaufman said Storrs Center Alliance will have a detailed parking management agreement with the Town. The plan is to have a 3rd party operator on board at least 60 to 90 days before the garage opens. Their primary responsibility is to manage the garage. Mr. Kaufman said the Development Agreement with the Town requires Storrs Center Alliance to manage the parking. Because of that requirement, it is not necessary to include language in the draft Cooperative Agreement.

Mr. Haidous asked who sets fees if included for on-street parking. Mr. Hultgren said the Development Agreement requires that the Town agree to any fees that may be proposed by Storrs Center Alliance.

On page 6, under Article J, Mr. Hultgren added that other property owners who want to join the cooperative can do so by signing the agreement with copies forwarded to the standing signatories.

Mr. Hultgren said he will show this language to the Town Attorney as well as the entire agreement again. The Town Attorney did review an earlier draft.

On page 6, Article K, Mr. Hultgren said that Mr. Kaufman had deleted some of the language with respect to disputes as it may have been too procedural for the scope of the agreement.

Mr. Hultgren referred to the list of fines that other surrounding towns, college towns and UConn charge for parking infractions. The Committee thought some of the fines were low at the last meeting. Most of Mansfield's current fines are in the mid-range of those distributed on the matrix.

With respect to proposed Storrs Center Parking Regulations, the Committee recommended raising the fines for parking in violation of a posted sign, and parking beyond specified limits from \$25 to \$30, and raise the fines for parking in a loading zone and parking in a bus stop from \$30 to \$50. Mr. Hultgren will take these suggestions to the Traffic Authority at its meeting next week along with the new fines for parking beyond specified time limits and towing. The Traffic Authority needs to approve these changes.

Language is also included that payment is due within 21 days and if not received, it will double, and if not paid within 30 days, the violation will be referred to Superior Court.

Mr. Haidous asked if signage was budgeted. Mr. Hultgren said it is included in the road budgets.

Ms. Lindsey said she reads the current Mansfield Code to say that parallel parking is not allowed in Mansfield so since there will be parallel parking in Storrs Center, this would need to be changed in the new regulations.

Ms. Lindsey suggested a new section in the regulations that requires that vehicles be removed from municipal parking areas (with the exception of the garage) during winter hours and times when plowing would need to occur.

Mr. Hultgren will send out a new draft to the Committee for its review.

Ms. van Zelm and Mr. Haidous will talk to Ilias Tomazos, with the Center for Hellenic Studies Paideia, about the agreement, at its next stage, as the Center would be a signatory. Mr. Haidous has reviewed the main tenets of the agreement with Mr. Tomazos.

5. Topics for next meetings

Ms. van Zelm had drafted the outline for the parking management plan and will bring the revised plan to the Committee at its next meeting for its review. A large part of the plan will be the cooperative agreement.

6. Review of next meeting date

The Committee will meet on November 10 at 5 pm.

7. Public Comment

There was no public comment.

8. Adjourn

The meeting adjourned at 6:05 pm.

Minutes taken by Cynthia van Zelm.

Commission on Aging

Minutes of the October 11, 2011 Meeting

Present: Will Bigl, Marilyn Gerling, April Holinko, Bev Korba, Laurie McMorrow, Carol Pellegrine, Emile Poirier, Joan Quarto, Jan Scottron, Joan Terry, Kevin Grunwald (staff)

The meeting was called to order by A. Holinko at 9:33 a.m. The minutes of the September meeting were approved with one correction: L. McMorrow has 20 years experience, not 30.

Correspondence – A. Holinko read an invitation from the local League of Women Voters inviting the public to a Candidates Night on October 18th and encouraged the Commission members to attend.

New Business – K. Grunwald has contacted the Mansfield representatives who are on the McSweeney Regional Senior Center Board and they will attend our next meeting to update us on the status of the Center. It is possible that the Board chair, Marge Roach, will also be able to attend.

J. Terry brought up the need for a sign to identify the Senior Center that would be posted near the Maple Road entrance. K. Grunwald circulated an illustration of a proposed sign that would match the ones at other Town buildings. That sign would cost \$4,500. C. Pellegrine questioned the durability of a wooden sign.

Health Care Services – Barbara Lavoie does not work on Tuesdays so she was not present at our meeting. K. Grunwald circulated draft copies of a revised At Your Fingertips booklet. We are asked to review the booklet and to offer comments/corrections.

Senior Center – Cindy Dainton is out on sick leave and was not at our meeting. K. Grunwald said he is helping to cover at the Senior Center while she is out. He reported that the Sparks (Senior Center newsletter) was

mailed in September to all registered voters over age 55. The new tai chi balance classes are very popular. Two additional classes were added and there is still a waiting list. Palates was cancelled due to low registration.

Senior Center Association – President M. Gerling reported that she has held several “Coffee and Ideas” meetings and some positive thinking has resulted. She is in contact with the Jorgensen staff in hopes that BOGO tickets can be available again. Drivers are needed for the new van.

Housing Communities – E. Poirier said there is a new pool at Jensen’s and they recently held a flu shot clinic. J. Scottron reported that the bocce court at Glen Ridge is ready for use. Representatives from Juniper Hill and Wrights Way were not in attendance.

Town Advisory Committees – K. Grunwald told us that the Committee on the Needs of Persons with Disabilities needs additional members. He would be happy to receive names of potential members.

Old Business – The list of annual goals (enclosed) will be reviewed at the next meeting. In the meantime, please review At Your Fingertips as its distribution is one of our goals for this year.

Triad – W. Bigl said a successful yellow dot registration session was held at the Baptist Church. An Identity Theft meeting at the Senior Center was well attended and many questions were raised.

Next Meeting – Our next Commission meeting will be held at Juniper Hill in the Four Seasons Room on November 14th at 9:30 a.m.

The meeting was adjourned at 10:25 a.m.

Respectfully submitted,
Joan Terry, Secretary

Proposed Goals for the
Commission on Aging, 2011-2012

1. Continue to ensure that the needs of seniors are represented in the Town's strategic planning initiative.
2. Promote the development of a new Senior Center as a future initiative for the Town Council to consider.
3. Monitor Mansfield's Long-Range Plan for Seniors, with a continued focus on priority issues of senior safety, information dissemination, senior center space needs and health care needs including changing federal benefits programs.
4. Continue to advocate for the installation of a bus shelter at the Route 275/Community Center bus stop.

TOWN OF MANSFIELD
FINANCE COMMITTEE SPECIAL MEETING
MINUTES OF SEPTEMBER 8, 2011

Members Present: W. Ryan, C. Schaefer

Other Council Members Present: None

Staff Present: C. Trahan, M. Hart

Guests: none

Meeting called to order at 6:00pm.

1. Minutes from 8/15/11 meeting approved as presented
2. The Committee discussed the financial statements dated June 30, 2011. Cherie highlighted that we ended the fiscal year with an increase to fund balance of \$204,151 for an ending balance of \$2,070,079. This was primarily due to prior year tax collections.
3. The Committee discussed the proposed yearend budget transfers and agreed to recommend adoption by the Town Council. Overall, expenditures were under budget for the fiscal year by \$3,091.
4. Minimum Budget Requirement – Cherie reviewed the State Minimum Budget Requirement for Education and noted that because our Board 2011/12 budget was less than our 2010/11 budget by \$15,990, we are not in compliance with this regulation. The Committee agreed that it was in our best interest to recommend a supplemental appropriation in that amount, rather than suffer a reduction of \$31,980 in our Educational Cost Sharing Grant.
5. Review of the budget process. Matt Hart asked if the Committee had any recommendation for the budget process for the upcoming year. The Committee discussed the review process, capital project budgeting, and the Town meeting and referendum processes. In the past, the budget retreat has been done in January/February. At the request of the Committee, staff will do this earlier and include a Capital Improvement Program component as well as a discussion on the Fund Balance and Debt Service policies.
6. Adjournment. The meeting adjourned at 6:45pm.

Motions:

Motion to accept the August 15, 2011 minutes by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to accept the Financial Statements dated June 30, 2011 and recommend acceptance to the Town Council by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to recommend adoption of the Yearend Budget Transfers as presented to the Town Council by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to recommend adoption of a supplemental appropriation in the amount of \$15,990 to the Board of Education budget for 2011/12 in order to meet the Minimum Budget Requirement by the State by Bill Ryan. Seconded by Carl Schaefer. Motion so passed.

Motion to adjourn.

Respectfully Submitted,
Cherie Trahan
Director of Finance

**MANSFIELD DOWNTOWN PARTNERSHIP
FINANCE AND ADMINISTRATION COMMITTEE**

THURSDAY, AUGUST 3, 2011

MINUTES

Present: Chair Tom Callahan, Harry Birkenruth, Matt Hart, and Frank Vasington

Staff: Cynthia van Zelm

1. Call to Order

Tom Callahan called the meeting to order at 3:05.

2. Approval of Minutes from June 23, 2011

Harry Birkenruth made a motion to approve the minutes. Frank Vasington seconded the motion. The minutes were approved unanimously.

3. Update on Storrs Center

Cynthia van Zelm said that the steel will be going up next week on the TS-1 building.

She said the parking garage is out to bid with bids due back on August 23.

Ms. van Zelm said she is working with EDR on outreach to a broad constituency about the residential apartments (Oaks on the Square) in the first phase of Storrs Center. Matt Hart said the Christine Richards, Senior Vice President of Operations with EDR, had updated the Town Council on EDR's marketing plan and had taken comments from the Council related to the draft marketing brochure.

The Committee discussed continued interest in the retail strategy for Storrs Center.

4. Update on Four Corners Sewer and Water Study Advisory Committee

Ms. van Zelm said the University is continuing the scoping for the Environmental Impact Evaluation (EIE) for the study of water supply options. The goal is to have a UConn on-call consultant on board soon to prepare the EIE. Mr. Hart

said the Town will coordinate with the University on the testing of wells which the Town had already initiated.

5. Adjourn

The meeting adjourned at 5:07 pm.

Minutes taken by Cynthia van Zelm

**MANSFIELD DOWNTOWN PARTNERSHIP
FINANCE AND ADMINISTRATION COMMITTEE**

THURSDAY, SEPTEMBER 22, 2011

MINUTES

Present: Harry Birkenruth, Matt Hart, and Frank Vasington

Staff: Cynthia van Zelm

1. Call to Order

Matt Hart called the meeting to order at 3:03.

2. Approval of Minutes from August 3, 2011

There was no quorum so the minutes were not approved.

3. Review of End of Year Financials (June 30, 2011)

Cynthia van Zelm reviewed the end of year financials for the Partnership. She said the Partnership ended with a fund balance but did lose one large membership resulting in the projected membership not meeting the budgeted goal.

Harry Birkenruth suggested that businesses that sign leases at Storrs Center would want to be members if they are not members already and asked about membership from LeylandAlliance and EDR. Ms. van Zelm will follow-up on membership.

Ms. van Zelm reviewed the grant section in the financials and said that she meets with the Town Finance Department and Public Works Director Lon Hultgren on the status of grants and follow-up on a monthly basis.

The Committee approved sending the June 30, 2011 financials to the Board for its next meeting.

4. Update on Storrs Center

Ms. van Zelm said work is progressing on the 3rd floor for the TS1 building and the 2nd floor of the DL1/DL2 building.

She said work will begin on Monday on the clearing for the parking garage. Mr. Hart said that bids on the garage came in at a favorable cost. The additional parking deck will be able to be built with the current budget. Ms. van Zelm said that Leyland has been working with the tenants in the 1254 Storrs Road building on access as parking will become more limited in the back of the building with the garage work.

Ms. van Zelm said that easements, property transfers and utility agreements need to be in place before work can start on Storrs Road and Dog Lane.

The Committee indicated they would like an update on commercial leasing from LeylandAlliance.

5. Update on Four Corners Sewer and Water Study Advisory Committee

Ms. van Zelm said a consultant to conduct the Environmental Impact Evaluation (EIE) for water supply options has been hired. Mr. Hart said the Town and UConn are working jointly on this project and the kick-off for the EIE work will be next week. He said the estimate for completion of the EIE 4 to 6 months. He said the options being considered are to look at well options on Town property or piping in water from the north or the south.

6. Adjourn

The meeting adjourned at 3:55 pm.

Minutes taken by Cynthia van Zelm

Town of Mansfield
Energy Education Team
Minutes of Meeting
October 11, 2011

Present: Coleen Spurlock (chair), Pene Williams, Doug Goodstein, Don Hoyle, Madeline Priest (Neighbor to Neighbor), Kevin Donahue (Neighbor to Neighbor), Ginny Walton (staff)

The meeting was called to order at 7:05 pm by chair Coleen Spurlock.

The minutes of the September 13, 2011 were reviewed and accepted as amended.

Coleen and Pene reported that they attended, along with six other residents, the Home Energy Basics Deeper Energy Savings presentation where a representative from New England Conservation Services (NECS) was on hand to address residents' questions. Attendees were promised a follow-up call by NECS, which neither Coleen nor Pene have received. Madeline will check into this.

The Solar Energy for the Home class is in progress with Martin Fox, retired electrical engineering professor, as the instructor. 16 people are attending the class to learn how to put together an off-grid photovoltaic system.

The Moving Planet table at the Festival on the Green was busy with the activity of hand cranking ice cream and powering a light bulb with a bicycle. An estimate of 200 people stopped by the table to make and eat ice cream, and test out Sally's bike-powered bulb invention. About 20 people were in the Festival parade riding their bikes and holding a banner that stated, "Moving Beyond Fossil Fuels."

Madeline introduced Kevin Donahue, who will be working with the Town of Mansfield for the remainder of the Neighbor to Neighbor energy challenge. Madeline reported that Mansfield has had one energy upgrade recently. Ginny stated that a meeting with community groups has been rescheduled for November 2, 2011 at 7:00. Invitations were sent out on October 6 to 22 different organizations. It was suggested that the Home Energy Basics and Deeper Savings programs be offered this winter. Ginny will check with the Community Center to see if the winter brochure deadline has passed. Madeline and Kevin presented the Neighbor to Neighbor Challenge to the Mansfield Lion's Club prompting 7 of the 14 attendees to sign up for an energy audit. The Lion's Club has agreed to partner with Neighbor to Neighbor.

If any other members would like to join her, Pene stated that she will be attending a regional energy task force meeting on November 19, 2011, hosted by Wetherfield's task force.

Coleen reported that an initiating group of about 20 people have started discussing the Transition Towns Handbook. On October 7, 2011 UConn hosted an introductory

presentation on transition towns of which 20 people attended. On October 9, at the Willimantic Downtown Country Fair, there was a transition towns table. 36 people expressed interest in a transition towns training. A presentation on transition towns will be made at the Willimantic No Freeze Shelter and at Quinnebaug Community College.

Doug reported that UConn is holding another Energy Mania contest, which in the past has reduced campus energy consumption by 10%.

Doug asked if the Town would consider offering low interest loans for energy efficiency projects. He will research what other towns are doing and report his findings at a future meeting. Madeline reported that the newly restructured Clean Energy Fund will be offering low-interest loans for energy retrofits in the near future.

Future agenda items include recruiting new members, publicity of what the Town already does, sending letters to the editors, canvassing neighborhoods, Town-sponsored energy efficiency loans and a report from UConn.

The next meeting is scheduled for November 8, 2011. The meeting was adjourned at 8:33 pm.

Respectfully Submitted,

Virginia Walton

Mansfield Board of Education Meeting
October 27, 2011
Minutes

Attendees: Mark LaPlaca, Chair, Shamim Patwa, Vice-Chair, Martha Kelly, Secretary, Holly Matthews, Min Lin, Katherine Paulhus, Carrie Silver-Bernstein, Randy Walikonis, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

Absent: Ed Neumann

The meeting was called to order at 7:37pm by Mr. LaPlaca.

SPECIAL RECOGNITION: Mr. LaPlaca honored Min Lin for her six years service on the Mansfield Board of Education. He also honored, Ed Neumann in absentia, for his past year's service on the Board.

2012 TEACHER OF THE YEAR CELEBRATION: Lisa Corriveau, Art Teacher at Goodwin School, was honored as Mansfield's 2012 Teacher of the Year.

HEARING FOR VISITORS: None

COMMUNICATIONS: None

ADDITIONS TO THE PRESENT AGENDA: None

COMMITTEE REPORTS: Policy Committee: MOTION by Ms. Patwa from the Policy Committee, due to the loss of three school days at the beginning of the 2011-2012 school year as a result of Tropical Storm Irene, the Mansfield Board of Education amends the current school calendar by eliminating the following days of February vacation; Wednesday, February 22, 2012, Thursday, February 23, 2012, and Friday, February 24, 2012. Vote: Unanimous in favor. Goodwin Bequest Committee: Mrs. Kelly informed the Board that the Committee will meet on Monday, November 28th at 4:00pm. EASTCONN Board: Mrs. Paulhus reported she attended the Board meeting and there is a revised annual report.

REPORT OF THE SUPERINTENDENT:

- **Field Trip Request:** Jeff Cryan asked the Board to support the German Exchange trip in September/October 2012. MOTION by Mr. Walikonis, seconded by Mrs. Paulhus to approve the Field Trip to Sarstedt, Germany. Discussion followed regarding the trip and associated costs. VOTE: Unanimous in favor.
- **Tim Quinn Memorial Fund:** Mr. Baruzzi reported the Mansfield Democratic Town Committee raised \$2155 at a fundraiser for the music program of the Mansfield Public Schools to honor Tim Quinn.
- **2012 Board Meeting Dates:** Mr. Baruzzi presented a draft 2011 calendar of meetings, which will be voted on at the November 17, 2011 meeting.
- **Enhancing Student Achievement:** Mr. Baruzzi presented one additional proposal to be initiated at the middle school.

NEW BUSINESS: None

CONSENT AGENDA: MOTION by Mr. Walikonis, seconded Ms. Lin that the following items for the Board of Education meeting of October 27, 2011 be approved or received for the record: VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the minutes of the October 13, 2011 Board meeting.

That the Mansfield Public Schools Board of Education approves the request for maternity and unpaid childrearing leave effective February 9, 2012 through May 2012 from Jennifer Zugarazo, Mansfield Middle and Vinton Schools Spanish/ELL teacher.

That the Mansfield Public Schools Board of Education approves the request for a leave of absence for the 2012-2013 school year to Carol Sweet, Mansfield Middle School Math teacher.

HEARING FOR VISITORS: None

SUGGESTIONS FOR FUTURE AGENDA: Mrs. Kelly requested additional information on MBOE employees' use of school equipment. The Board requested information of past practice for request for leaves from certified staff.

Mrs. Kelly thanked Mr. Baruzzi and the administration for supporting the breadth of programs offered at the schools.

Ms. Lin said it was a great honor to serve on the Board.

MOTION by Ms. Lin to adjourn at 9:37pm. VOTE: Unanimous in favor

Respectfully submitted,

Celeste Griffin, Board Clerk

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 19 October 2011
Conference B, Audrey P. Beck Building
MINUTES

Members present: Joan Buck (Alt.), Peter Drzewiecki (from 8:05p), Neil Facchinetti, Quentin Kessel, Scott Lehmann. *Members absent:* Aline Booth (Alt.), Robert Dahn, John Silander, Frank Trainor. *Others present:* William Shakalis.

1. The meeting was **called to order** at 7:33p by Chair Quentin Kessel.
2. The draft **minutes of the 21 September 2011 meeting**, as revised on 9/23, were approved.
3. **Porter Meadow.** The Town would like to remove trees and brush from Porter Meadow that are growing up to obscure the view of Mansfield Hollow Reservoir from Rte 195. The Commission unanimously (1) agreed that the proposed removal of trees and brush from Porter Meadow is in accord with Town's management plan for the property, which calls for maintaining a view of the reservoir and (2) approved it (**motion:** Buck, Facchinetti).
4. **Meeting Schedule for 2012.** The Commission unanimously approved (**motion:** Buck, Facchinetti) the meeting schedule proposed for 2012, save for moving the November meeting to the second Wednesday (11/14/12) to avoid Thanksgiving week. Kessel will ask Town Planner Linda Painter to accommodate the date change.
5. Jessie Shea in the Planning Office has proposed moving from paper to **electronic packets for Commission meetings**, as the cost of preparing and mailing out paper is substantial. Lehmann noted that scans of publications (like *Connecticut Wildlife*) ordinarily included in the packet will be huge bit-map files that take a long time to download; he wondered if links to these documents could be provided instead. Kessel will ask if there is a way to do this.
6. The **Windham County Conservation Consortium** is concerned about staffing for and management of the state forests. Staffing has been cut by 50% over the last 15 years, and many state forests operate with no management plan or one that is out-of-date. The Consortium is proposing a pilot program at Goodwin State Forest to improve forest management and demonstrate the economic benefits of doing so.
7. Lehmann asked about the details of a proposed **payment in lieu of conservation easement** for the Listro property, mentioned in the minutes of the OSPC and the PZC. But nobody could supply any information.
8. **Dark Skies.** William Shakalis reported that he and Kessel had met with Linda Painter and PZC member Michael Beal on 9/29 to discuss what might be done to reduce light pollution in town. Ms. Painter seemed receptive and indicated that the Town hoped to get a grant to support updating and unifying its lighting regulations.
Kessel noted that CL&P appears willing to install full cut-off fixtures for outdoor lighting in new projects and when older fixtures wear out.
Shakalis also attended a recent Downtown Partnership meeting to urge that the Storrs Center project incorporate lighting conforming to the Dark Skies model lighting ordinance; he reported that his suggestions appeared to get a receptive hearing. Facchinetti noted that outdoor lighting

for the renovated athletic fields at E.O. Smith was on the agenda for this week's PZC meeting and wondered what, if anything, could be done to limit glare from this facility.

Finally, Shakalis brought to the Commission's attention "The City Dark", an 84-minute documentary film that might be used to promote awareness of the dark skies issue. It could be rented for about \$100 for a single showing, perhaps at E.O. Smith Auditorium. If the Commission wants to sponsor a showing, it would be best to get its sister Conservation Commissions in Willington and Ashford to co-sponsor it and also to enlist the help of teachers at E.O. Smith in encouraging/coercing their students to attend. The Commission unanimously agreed (**motion:** Buck, Drzewiecki) to endorse a public showing of "The City Dark", possibly at E.O. Smith Auditorium, to promote awareness of light pollution and to encourage steps to reduce it. Kessel will contact Gary Bent at E.O. Smith to see if he is interested in working on this project.

8. Adjourned at 8:25p.

Scott Lehmann, Secretary, 20 October 2011; approved 16 November 2011.

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING MINUTES
Housing Authority Office
October 20, 2011
8:30 a.m.

Attendance: Mr. Long, Chairperson; Mr. Simonsen, Vice Chairperson; Mr. Eddy; Secretary and Treasurer; Ms Hall, Assistant Treasurer; Kathleen Ward, Commissioner; and Ms Fields, Executive Director.

The meeting was called to order at 8:35 a.m. by the Chairperson.

MINUTES

The Chairperson declared the minutes of the September 22, 2011 Annual Meeting and the October 4, 2011 Emergency Meeting "accepted without objection."

COMMENTS FROM THE PUBLIC

None

COMMUNICATIONS

Privileged Communications (Executive Session)

Ms Fields raised an issue which dealt with privileged communications. The Chairman responded that the issue should be considered in executive session.

A motion was made by Mr. Eddy and seconded by Ms Ward to invite Ms Fields to the Executive Session and to go into Executive Session at 8:37 a.m. Motion approved unanimously.

The Board came out of Executive Session at 9:13 a.m.

REPORTS OF THE DIRECTOR

Bills

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to approve the September bills. Motion approved unanimously.

Financial Reports –A (General)

A motion was made by Mr. Simonsen and seconded by Ms Ward to approve the August Financials. Motion approved unanimously.

Financial Report-B (Section 8 Statistical Report)

A motion was made by Mr. Simonsen and seconded Ms Hall to approve the September Section 8 Statistical Report. Motion approved unanimously.

Recommendation Request

Following a request by Mr. Simonsen, Ms Fields recommends that the Board approve moving most of the money in the Wrights Village Money Market account at Liberty to a No Risk CD at Peoples Bank to take advantage of the higher interest rate. Ms Fields submitted all the required paperwork to move the money and to add Ms Ward as a signatory to all accounts and remove Ms Christison-Lagay.

A motion was made by Mr. Simonsen and seconded by Mr Eddy to accept Ms Fields recommendation and to sign all the appropriate paperwork to add Ms Ward as a signatory and remove Ms Christison-Lagay. Motion approved unanimously. Mr. Eddy abstained.

REPORT FROM TENANT REPRESENTATIVE

Surveys

Mr. Simonsen stated that the analysis of the surveys has not been completed.

Human Services Advisory Committee

Mr. Eddy reported that the Ms Sweeney Senior Center is not out of business and that some of its programs will be maintained.

AD HOC COMMITTEE REPORTS

Holinko Paving and Landscaping Committee

Paving Project

Lenard is trying to set up a meeting the contractor to sign the contract and kick off the project.

Building 5 Steps and Covered Entry Project

Ms Fields met with Mr. Briggs on October 12, 2011. Plans were reviewed and Mr. Briggs stated that he would start the job in early November. There was discussion regarding the handrails having to be commercial rather than residential. One of the desired effects of this project is to make the building look more like a residence rather than a commercial building. Ms Fields spoke with the Building Department officials and confirmed that the exterior stairs rails will have to conform to the commercial code while the stairs inside the unit are governed by the residential code.

Increasing Affordable Housing Committee

The committee has not met and no report was made.

Policy Review Committee

The committee met on October 13, 2011. The following policy were discussed and drafted for review and approval.

Transfer Policy

A motion was made by Mr Simonsen and seconded by Mr. Eddy to accept the changes to the Transfer Policy recommendation. Motion approved unanimously.

The Policy Committee recommends approval of the Transfer Policy. Recommendation approved unanimously.

Tenant File Policy

The Policy Committee recommends approval of the Tenant File Policy. Recommendation approved unanimously.

Accounts Payable Policy

After discussion, Ms Fields will redraft with comments received and email draft for consideration.

Criminal and Registered Sex Offender Classification Records Management Policy

The Policy Committee recommends approval of the Criminal and Registered Sex Offender Classification Records Management Policy. Recommendation approved unanimously.

Discrimination Between Tenants Policy

This policy is recommended to be eliminated since the Housing Authority cannot act unless an issue (discrimination or otherwise) is brought to the Housing Authority's attention. When any issue between tenants is brought to the attention of the Housing Authority, it will take appropriate action including, but not limited to, attempting to have the tenants work it out themselves, mediating a resolution, referring the matter to Human Services, referring the tenant to the Commission on Human Rights and Opportunities, or calling appropriate authorities. In addition, every tenant has the right, as set forth in the lease; to an informal hearing for any grievance against the Housing Authority in the event the tenant is not satisfied with the response from the Housing Authority.

The Policy Committee recommends elimination of the Discrimination Between Tenants Policy. Recommendation approved unanimously.

Budget Committee

A Resident meeting was held on September 27, 2011 for Wrights Village and Holinko Estates to discuss the rent. No one attended either meeting and no comments regarding the increase were received by the Housing Authority,

A motion was made by Mr. Simonsen and seconded by Ms Ward to approve the budgets as previously presented for Holinko Estates, Wrights Village and the Section 8 Housing Choice Voucher Program.

RESOLUTION

WHEREAS, it is necessary that the Housing Authority of the Town of Mansfield increase the base rent at Holinko Estates and Wright's Village to meet increased costs of management and capital needs of the property.

THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE TOWN OF MANSFIELD THAT:

The Base Rent at Holinko Estates will be increased, effective May 1, 2012 as follows:

- a. Two Bedroom Flats from \$545 to \$550 per month.
- b. Two Bedroom Townhouses from \$575 to \$580 per month.
- c. Three Bedroom Flats from \$610 to \$615 per month.
- d. Three Bedroom Townhouses from \$640 to \$645 per month.
- e. Four Bedroom Townhouse from \$710 to \$715 per month.

The Base Rent at Wright's Village will be increased, effective January 1, 2012 as follows:

- a. Small One Bedroom from \$265 to \$275 per month

b. Large One Bedroom from \$275 to \$285 per month

A motion was made by Mr. Simonsen and seconded by Ms Ward to approve the above "Resolution" for rent increases for Wrights Village and Holinko Estates. Motion approved unanimously.

UNFINISHED BUSINESS

ARRA Weatherization Program

Ms Fields is waiting for a response from the Access Agency regarding the completion of the project. Outstanding items include replacing thermostats, fans in bathrooms and kitchens, heat pump for the community room, and enclosing the existing air conditioner sleeves in the wall of each unit.

NEW BUSINESS

New Mower/Plow

Ms Fields stated that a new mower/plow is needed for Wrights Village. The existing Gravely is no longer working. Ms Fields recommended that the Board approve the purchase of a 4 Wheel Drive John Deere with a 54 inch mowing deck and plow blade. The plow blade will allow for clearing a wider path and clear walkways faster. Ms Fields also requested that the Board approve the sale of the Gravely for parts for no less than \$800.

A motion was made by Mr. Simonsen and seconded by Ms Ward to purchase the John Deere for \$10,990 and sell the Gravely for no less than \$800. Motion approved unanimously.

NEXT MEETING DATE

No change

OTHER BUSINESS

None

ADJOURNMENT

The Chairperson declared the meeting adjourned at 11:20 a.m.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

**MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE**

**Mansfield Town Hall
Tuesday, September 27, 2011
5:00 pm**

MINUTES

Present: Kristin Schwab, Janet Jones, Shawn Kornegay, and Betsy Paterson

Staff: Cynthia van Zelm and Kathleen Paterson

1. Call to Order

Kristin Schwab called the meeting to order at 5:07 pm

2. Public Comment

There was no public comment.

3. Approval of Minutes from July 26, 2011

Betsy Paterson moved to approve the Minutes as presented.

Shawn Kornegay seconded the motion.

The Minutes were approved unanimously.

4. Update on Storrs Center project including communications

Cynthia van Zelm updated the Committee on the recent progress on Storrs Center. Ms. van Zelm recognized Kathleen Paterson for her work on the construction website.

Ms. Schwab asked if there was a link to the Partnership website on UConn's website.

Ms. van Zelm said that there is one on the Lodewick Visitor Center's website.

Ms. K. Paterson will confirm whether there are other links to the Partnership or Storrs Center websites.

Ms. Schwab asked for a review of the different communications pieces put forth by the Partnership.

Ms. van Zelm and Ms. K. Paterson listed the following: newsletters (twice a year), annual report, monthly open houses, monthly email updates, website, facebook, and attending open houses and orientations at local schools and at UConn.

Janet Jones suggested that Partnership members could volunteer to cover some of these duties, such as staffing information tables at school events. She suggested that the Committee develop a framework for a volunteer network and train volunteers to represent the Partnership at public events.

The Committee supported this suggestion.

Ms. Schwab will present the suggestion as part of her Committee report at the next Board meeting.

Ms. Jones thought it would be helpful to designate what is volunteer time and what is Partnership time.

Ms. van Zelm reported that she and Ms. K. Paterson will be meeting with representatives from LeylandAlliance to discuss future marketing initiatives for the commercial piece of Storrs Center.

Ms. Schwab asked if the Committee could host a kick-off celebration with the businesses opening.

Ms. Paterson suggested tying the celebration into the *Festival on the Green* in some way.

Ms. van Zelm said she would like to start planning the next public update.

Ms. Paterson said the main thing people want to know is what leases have been signed.

Ms. Jones suggested having a site tour as part of the update.

Ms. K. Paterson suggested looking into Andrew Ewalt's idea of a virtual tour as an alternative.

5. Debrief on award-winning *Festival on the Green*

Ms. Paterson said that she thought the event went very well and that there was a good crowd. Some concerns that she had heard related to having the *Festival* on the same day as Cornucopia, the timing of the main musical performance, and the location of the stage.

Ms. K. Paterson said that she had spoken with the organizer of Cornucopia prior to the events. She said that, at the time, there were no concerns about the events taking away from each significantly as they tend to draw different audiences. Ms. K. Paterson said that she would reach out to the Cornucopia organizers next year if the events fall on the same date again.

The committee discussed possible stage locations to suggest to the *Festival* sub-committee. The committee all agreed that they preferred the event location in front of the high school.

Ms. Jones commented that the crowd for the Parade keeps growing each year.

6. Update on Public Spaces Plan

Ms. Schwab provided a brief presentation on the work she and her students had completed to date on drafting a plan for the public spaces in and around Storrs Center, including open civic spaces, green

spaces, pocket parks, pedestrian and bike pathways, and conservation areas. Ms. Schwab said she would present the finished plan to the Board soon.

7. Other

Ms. Kornegay suggested that the Partnership participate in UConn's Alumni Weekend.

Ms. van Zelm noted that she will staff an information table at UConn's Homecoming football game.

Ms. K. Paterson said that planning for Winter Fun Day would begin soon and welcomed suggestions for the event.

Ms. Schwab suggested a "Mansfield Day" at the UConn ice rink.

8. Adjourn

The meeting adjourned at 6:20 pm.

Minutes prepared by Cynthia van Zelm and Kathleen M. Paterson

Committee on Committees
Actions taken at Nov. 15, 2011 Meeting

Recommendations to Fill Committee Appointments:

Re-appointment of Kathleen Ward to the Housing Authority, term ending November 1, 2016

Re-appointment of Jennifer Tanner and Jane Blanshard and the appointment of Fred Goetz to the Advisory Committee on Persons with Disabilities, terms ending on June 30, 2014.

Recommendation regarding the Economic Development Commission:

The Committee on Committees enthusiastically supports the reactivation of the Economic Development Commission.

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To: TownCouncil@mansfieldct.org
Subject: Storrs Center
Date: Fri, 11 Nov 2011 16:51:42 -0500

We have reviewed the floor plans of the Storrs Center rentals on the town portal while investigating a place for our daughter and grandsons to live and were appalled at the fact that there is no way one can place a kitchen table into the two or three bedroom apartments listed. I thought these were not suppose to be a dorm style apartments. What family is going to rent such an apartment for the prices advertised when they cannot put a kitchen table in the kitchen? This needs to be investigated prior to allowing the apartments to be completely built. The towns people will not be very happy campers if they find out that this is what we end up with and extension of the dorms. Please enter this email into your meeting minutes.

Ron & Sandie Nadeau

PAGE
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From: Richard J. Simon
Sent: Thursday, November 10, 2011 3:23 PM
To: Parks&Rec
Subject: Comments and Concerns

Good afternoon, I have decided to write you after some time of being a member at the community center. First off I must mention what I witnessed during the recent power outage. The staff...not the red cross...the staff at MCC performed well above any expectations I could of thought up. The cleaning, the front desk...to see them in action with the level of care provided was far above "good effort". See what I have caught onto from my very first week in the Center is the staff. They are what the marines would call as the "Total Package". You really have done quite well in this area. I mean the facility and the offerings are important, but in all my travels from southeastern to northeastern Connecticut, am yet to come across an operation such as yours. I do often comment to members and staff my observations since I began with you and am quite surprised to see this isn't shared with all. So as I write you, it is my hope that this mailing is a shared items with all involved at MCC. The level of service provided by MCC is of great value to me personally, however we must not recognize what a true TEAM effort the staff working in the trenches provides all that visit. Again, as I myself was directly involved with the community during Irene and what chaos that brought with it, to see first hand the insider view of the MCC operation during such an event as the past couple of week's power outage gave me goose bumps. So...if no one has told you, you guys ROCK.

Thanks so much for your efforts...

Richard J

11/23/2011

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Sara-Ann Bourque

From: Elizabeth Vitullo
Sent: Monday, November 07, 2011 11:23 AM
To: Town Mngr
Subject: Thank you!

Hi Matt,

I wanted to take the opportunity to thank the wonderful group of people that have helped us weather another storm. I am incredibly impressed with the kindness and thoughtfulness that I have seen from staff members, neighbors and others that have served meals, smiled and been cheerful and played with children attempting to alleviate stress to others.

Often, we forget what a great town we live in however, seeing this kindness to others in need has reminded me of the wonderful place we live and work in. Please let your staff know that their acts of kindness were appreciated and meant a tremendous amount to those of us without power.

Thank you Matt.

Liz Vitullo
146 East Road
Storrs

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TOWN OF MANSFIELD
Communications Advisory Committee

Patrick McGlamery, Chair

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE RD
MANSFIELD, CT 06268-2599
CAC@mansfieldct.org

Dear Council Members:

Nov. 7, 2011

As you know, the Mansfield Town Council has charged the Communications Advisory Committee with responsibilities that include, among others, "Reviewing and/or recommending to the Town Council formats for specific types of public meetings (i.e., Town Budget Meeting, Informational Budget Meetings)."

In responding to this charge, the Committee has reviewed many aspects of the conduct of the annual Town Meeting. We are confident that you share our view that the Meeting should be conducted in a manner that helps participants understand and comply with the rules of procedure so that the focus of the gathering should be on matters of policy and substance. We recognize, as you do, that many who attend Town Meeting are not expert on matters of order (nor should they be expected to be) and that they may require assistance in various technical aspects pertaining to resolutions and debate.

Accordingly, at our meeting on August 15, 2011, we adopted the following resolution:

Be it resolved that the Communications Committee recommend to the Town Council that an appropriate non-political individual be designated as the "guide" to citizens wishing to present a properly constructed motion at the Town Meeting.

Be it further resolved that the Town officials recommend that motions be in writing and that the individual designated as a "guide" review the motion to assure proper format (as set forth in the Town Charter) and, if necessary, assist citizens in putting the motion in the proper format.

We hope you can give this recommendation serious and favorable consideration. The goal is to encourage, not limit, useful debate and to promote, not discourage, full participation by citizens in the important business of the Town Meeting. We note that many legislative bodies in Connecticut and elsewhere have a formal process for achieving what we hope our non-political "guide" can help our citizens accomplish here.

Please let us know if you would like further information.

Sincerely,

Patrick McGlamery,
Chair, and members of the Mansfield Communications Advisory Committee

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Eastern Highlands Health District

4 South Eagleville Road • Mansfield CT 06268 • Tel: (860) 429-3325 • Fax: (860) 429-3321 • Web: www.EHHD.org

November 14, 2011

Eric McPhee
Supervision Environmental Analyst
Connecticut Department of Public Health
Drinking Water Section

Re: PURA Docket Number 11-09-14

Dear Mr. McPhee:

Per your request, I have reviewed the document titled, "State of Connecticut Departments of Public Utility Control, Department of Public Health, Certificate of Public Convenience and Necessity, Community Water System, Application From – Phase 1-A of the CPCN, September 21, 2011. This review has generated the following comments:

- For wells 5 -8, the "Site Suitability Certification" form fails to describe the UConn landfill pollution plume as a known source of contamination within 1500 feet.
- For wells 5-8, the "Site Suitability Certification" form fails to "indicate the location of all nearby existing...private wells..." as requested. Only the closest well is indicated.
- Conclusions drawn by the consulting engineer, GZC, regarding potential well influences is based on two separate and distinct periods of pump testing (January 2011, wells 1-4, and April/May wells 6-8). There is no single test period with all production wells drawn down at the same time. The testing periods were not conducted during the lowest seasonal ground water period. Both of these issues places into question the quality of the data.
- The GZA report characterizes a 17 foot drop in water column depth at 65 Northwood Road during the April/May pump test as "moderate" influence. I question this characterization, and express concern for the private well at 61 Northwood that is closer to the proposed well field. Given the drop in well 5 during the April/May test (~43 feet) it is reasonable to extrapolate similar

influences on the closet private wells on Meadwood Road. A shallow private well pump elevation, combined with drought conditions, and corresponding peak pumping periods for both the public and private wells could result in loss of pressure at the private home tap.

- During the January test no private wells were adequately monitored, with the monitoring at 38 Meadwood limited. This leaves unanswered the question of influences on private wells when wells 1-4 are pumping.
- The April/May test involved pumping wells 6-8, with well 5 acting as a surrogate. The new phase 1-A application proposes adding well 5 as a production well. This scenario was not pump tested, and could increase the influences on area private wells.
- The January test of wells 1-4 observed a 1.2 foot drop in UConn Landfill monitoring well MW-105R. The April/May test of wells 6-8 observed a drop of less than 3 inches in UConn Landfill monitoring well MW-B302R. The consulting engineer largely attributes these effects to natural conditions. However, the 1.2 foot drop appears significant and warrants additional evaluation.

It is not clear that the pump test data do an adequate job of assessing the capture zone of all the proposed production wells, and ruling out the possibility for contaminated ground water flow direction towards the production wells. While the consulting engineer has drawn certain conclusions from observing draw downs in area wells, the question of changes in groundwater elevations during pumping conditions and its effect on ground water flow direction remains largely unanswered. In the absence of clearer data to the contrary, even the smallest of influences in the landfill monitoring wells suggests there is contaminated ground water flow towards the production wells under pumping conditions. Such a condition in place over the next number of decades poses a material risk to ground water quality in the area.

Finally, there is minimal new information provided by this new Phase 1-A application that has bearing on the merits of DPH's previous denial of the Phase 1-A application for wells 6-8. That denial cited important site factors that have not changed since the new Phase 1-A application was submitted. The most important of which are (1) historical detections of VOCs indicative of landfill and chemical pit contaminants in private wells west of the pollution source, and (2) the identification of transmissive bedrock fracture patterns in a westerly direction. The lesson from this is clear; actively pumping wells west of the landfill and chemical pits have in the past changed groundwater flows and

drawn contaminants towards them. The proposed location of wells 5-8 are hydraulically in line with the historically contaminated wells, and therefore, not away from ground water flow from an existing source of pollution. Consequently, or until such time as the data clearly demonstrates otherwise, this application is not in compliance with RCSA Section 19-13-B51d.

Yours in Health,

A handwritten signature in black ink, appearing to read "R. Miller", written in a cursive style.

Robert L. Miller, MPH, RS
Director of Health

Cc: Matt Hart
Linda Painter

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Sara-Ann Bourque

From: Mansfield Downtown Partnership [webmaster@mansfieldct.org]
Sent: Tuesday, November 22, 2011 12:26 PM
To: Sara-Ann Bourque
Subject: Local First Mansfield: Support Locally-Owned Businesses this Holiday Season

Local First Mansfield

Support Locally-Owned Businesses this Holiday Season

November 22, 2011 - The Town of Mansfield and the Mansfield Downtown Partnership have developed a new initiative entitled "Local First Mansfield" to encourage residents to think of the many locally-owned businesses in Mansfield first as they shop this holiday season. Local First Mansfield will begin Saturday, November 26 and continue through Saturday, December 31.

"The Local First Mansfield program grew from discussions of ways to help our smaller businesses," explained Town Manager Matthew Hart. "The goal of the program is to raise awareness of the many different businesses here in town and to encourage residents to shop local for quality goods and services."

Residents are encouraged to consider visiting one of the locally-owned businesses in Mansfield for purchases ranging from holiday gifts to home improvement supplies.

Participating businesses will have posters in their stores or place of business and will be listed in the Business section of the Town's website, www.mansfieldct.gov. While shopping, residents can enter their name into a drawing for prizes from participating businesses; the drawing will be held in January, with details to be announced in the coming weeks. For announcements about Local First Mansfield and information from participating businesses, visit <http://localfirstmansfield.blogspot.com>.

The program coincides with the busiest shopping time of the year. According the National Retail Federation, shoppers will spend an average of over \$700 during the holiday season on items ranging from gifts to food to pet supplies. By supporting local businesses during this time, residents can have a big impact on Mansfield businesses.

Businesses that are interested in participating may contact the Partnership office (860.429.2740 or mdp@mansfieldct.org) to sign-up or for more information. There is no fee to participate.

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Mayor Elizabeth "Betsy" Paterson
&
Town Manager Matthew Hart

Cordially invite you to a reception to welcome

University of Connecticut
President Susan Herbst

to the Greater Mansfield Community

Monday, December 5, 2011
4:00 PM – 6:00 PM
Mansfield Community Center

All are welcome!

Light refreshments will be provided

RSVP to Sara-Ann Bourque by
Wednesday, November 30, 2011
860-429-3336. ext. 5

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You are invited!

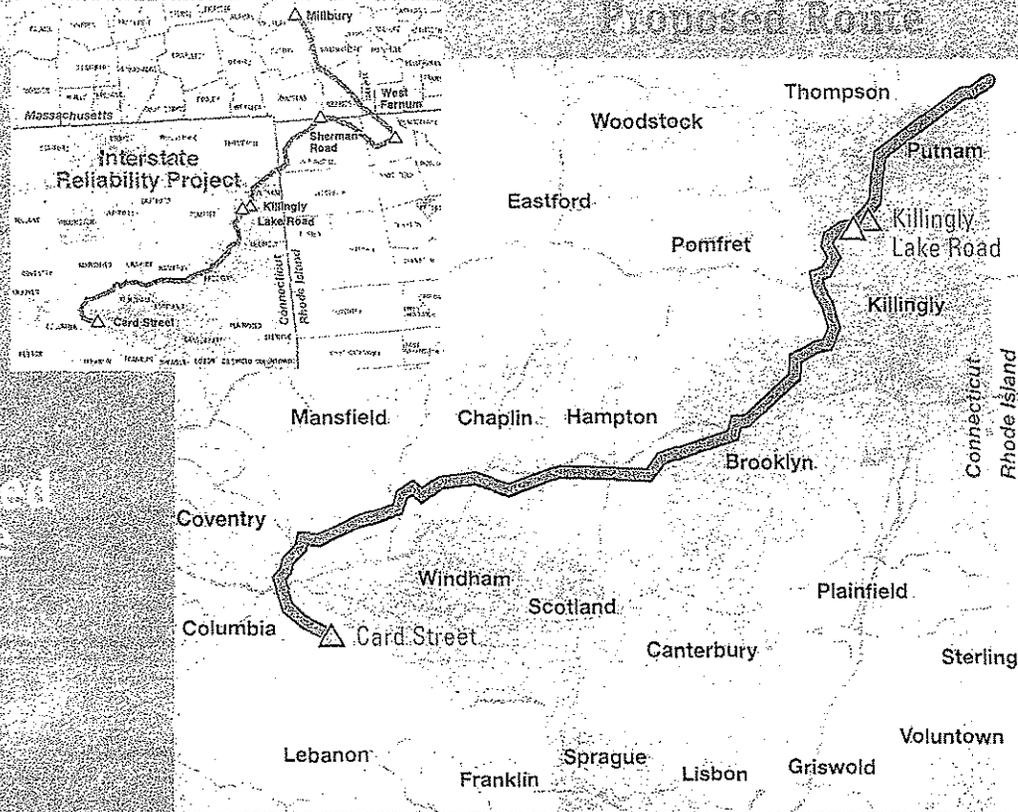


Connecticut Light & Power

A Northeast Utilities Company

NEWS

Interstate Reliability Project



Learn about a proposed transmission upgrade in your area.

-171-

You are invited to join us as we share information about a proposed transmission system upgrade, the Interstate Reliability Project, at an Open House for local residents. This Project is part of the New England East-West Solution (NEEWS), a group of transmission projects designed to strengthen the reliability of the power grid in southern New England.

You'll learn what this Project will mean for eastern Connecticut – including your town – as it helps keep the electric system ready and able to serve you.

Please come to an Open House, where members of the CL&P Project Team will be available to provide information and answer your questions.

Tuesday, August 23, 2011
6:00 p.m. – 8:00 p.m.
COMPLETE
Community College
742 Upper Maple Street
Danielson, CT 06239

New Date:
Thursday, December 8, 2011
6:00 p.m. – 8:00 p.m.
Mansfield Community Center
10 South Eagleville Road
Mansfield, CT 06268

Questions? Call 1.866.99.NEEWS (63397)
www.NEEWSprojects.com

The Public Open House previously scheduled for November 3, 2011, has been rescheduled to December 8, 2011.



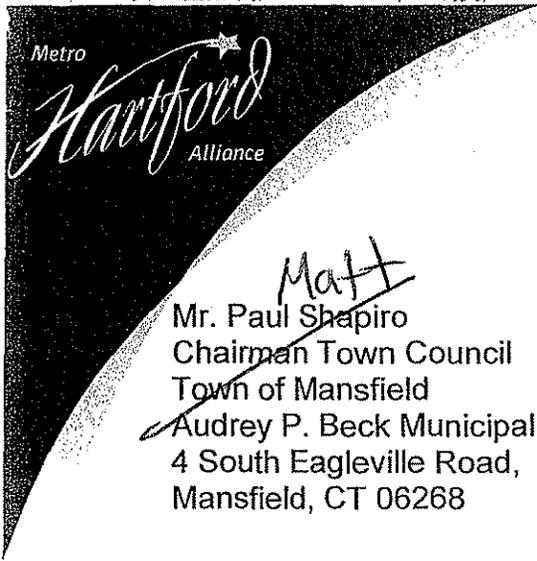
**Connecticut
Light & Power**

A Northeast Utilities Company

This postcard is paid for by CL&P customers.

♻️ CD11111.5M

Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270



R. NELSON GRIEBEL
President & CEO

Item #16

31 PRATT STREET, 5TH FLOOR
HARTFORD, CT 06103
tel (860) 525-4451
fax (860) 293-2592

Matt
Mr. Paul Shapiro
Chairman Town Council
Town of Mansfield
Audrey P. Beck Municipal Building
4 South Eagleville Road,
Mansfield, CT 06268

November 16, 2011

Dear Paul,

Congratulations on your recent election victory! The MetroHartford Alliance, founded in 2001 brings together leaders of our business, civic, educational, healthcare and political communities to collaborate on ideas and policies and would like to invite the town of Mansfield to rejoin as a Municipal Investor of the MetroHartford Alliance and support our mission to ensure that the north central Region competes aggressively and successfully for jobs, talent and capital. We especially value Mansfield's as part of the Hartford MSA and hope Mansfield * will help to leverage our collective resources to grow each town's economic and tax base, especially in this continuing economic recession.

We are completing our four year plan that began in 2008 and have engaged all of our investors during 2011 to evaluate our accomplishments over that period and to set the Strategic Goals for the next one. We have attached a summary of our 2011 highlights along with the current draft of the Strategic Plan for 2012-2015.

Please note that we have maintained the Municipal Investor annual assessment at 20¢ per capita for the past 10 years. Accordingly, based on its population of 13,943 (excludes students at UConn), Mansfield's annual assessment would be \$2,788.60. **Please note that the rate of 20¢ is now being leveraged by over \$4.5 million of private sector support to drive Regional economic development and job growth.**

In addition to implementing the Plan's Strategic Goals, we offer a range of services and initiatives noted below that are especially relevant to our Municipal Investors. Becky Nolan stands ready to answer your questions, and she, Katie Bailey, Sandra Johnson, John Shemo and I are available to meet with your economic development team as desired.

- **The Regional Economic Development Forum (REDF)** – The bi-monthly meeting of the REDF provides a structure for our towns to collaborate on important issues facing the Region. We strongly encourage Mansfield * to have more than one representative attend these discussions.

- **The Growth Fund Loan Program** – Businesses located within a Municipal Investor community are eligible to apply for funds to support expansions and relocations. These below-market rate loans are tied to job creation and may provide up to \$20,000 per each new position. For specifics on the Fund, please contact Becky to schedule a meeting with prospective borrowers.
- **Brownfields Evaluation**– The MetroHartford Brownfield Assessment Program provides consultant assistance on environmental assessment(s) and/or remedial action plans for sites that may be contaminated by petroleum products or other hazardous substances. The Alliance, along with CRCOG, has been awarded funding from the U.S. Environmental Protection Agency (EPA) to implement this program.
- **Scholarships** – Mansfield can also recoup a portion of its annual investment through Alliance scholarships available to town officials and staff for continued professional economic development education. Grants of up to \$500 per town per year can help supplement municipal travel budgets.
- **Hartford Young Professionals & Entrepreneurs (HYPE)** – Attracting and retaining talent in the Hartford Region is a high priority for the Region. The Alliance established HYPE in 2006 to help young professionals better understand and utilize the assets in this area. HYPE has over 3000 members, and the Alliance provides free HYPE membership to all employees, including those of the Boards of Education, for all municipal investors.
- **Marketing/Business Attraction** – The Alliance works with companies, institutions, and organizations in the Hartford LMA as well as the I-91 corridor to help brand the Region as “New England’s Knowledge Corridor.” Working in partnership with *Team New England* funded in part through the generous support of Northeast Utilities, we attend two national CoreNet Conferences annually, to market our significant portfolio of assets to corporate real estate executives and site selection consultants and thereby promote the north central region, the Hartford LMA and the I-91 corridor as a highly desirable option for business expansion or relocation.

We will again use the Travelers Championship (June 18th – 24th) to invite these key “influencers” to experience the Region at a premier international sporting event. We encourage you to utilize our corporate chalet at the Championship as a wonderful venue for entertaining your key business leaders and prospects.

- **Business Retention/Expansion** – As a municipal investor, the Alliance provides a resource for local businesses looking to relocate or expand. By leveraging deep relationships with State agencies, financial institutions, engineering, construction and other professional services, regional businesses have been able to easily access the many unknown resources available to them. As a retention/expansion effort, while attending CoreNet Conferences, we schedule

time with corporate real estate executives who have responsibility for Connecticut operations yet reside somewhere else. These meetings provide the opportunity to not only maintain relationships but to learn about their corporate direction while informing on new regional developments. Feel free to call us for other specifics.

- **Insurance and Financial Services Cluster** – The IFS Cluster continues its vital role to sustain the Region as the “Insurance Capital of the World.” Under the leadership of Susan Winkler, comprehensive strategies and initiatives are deployed to ensure that the world recognizes the Region as a premier center of financial services excellence.
- **International Business Council (IBC)** – The IBC identifies opportunities to attract foreign direct investment to the Region and to assist the Region’s companies with their export prospects. We also offer the services and office space of the IBCenter, a collaboration of accountants, bankers, lawyers, and other professionals who are available and eager to host foreign based companies looking to establish a footprint in the United States.

In closing, we emphasize that Connecticut has entered into a reinvigorated era of economic and job growth under the Malloy administration. We are pleased to have established constructive relationships with the Governor and several key members of his team and will ensure that the Alliance’s Strategic Plan for the Region complements, and is complemented by the Administration’s efforts and initiatives. We look forward to Mansfield’s support and engagement and collaboration to ensure that your Region thrives and prospers in an ever challenging global economy.

Sincerely,

cc: Katie Bailey
Sandra Johnson
Rebecca A. Nolan
John Shemo
Susan Winkler

A handwritten signature in black ink, appearing to be a stylized name, possibly "Susan Winkler".

Matthew Hart, Town Manager

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November 1, 2011

The Honorable Elizabeth Patterson
Mayor
4 South Eagleville Road
Mansfield, CT 06268

Dear Mayor Patterson:

After the unexpected weather of the last few months, I wanted to reassure you of AT&T's commitment to you and your community.

I am responsible for municipal affairs in your city/town. I can help you access any needed information, people, product or service *after you have begun the process by following the numbers below*. My contact information is listed at the end of this letter.

Here are some important numbers for specific problems:

- For a downed AT&T pole, please call 1-800-280-3857. This number will circumvent the voice response system and expedite getting a crew to the site.
- For urgent repair issues, please report the trouble to the appropriate repair center first and obtain a ticket number. Here is a list of the most frequently used repair centers:

Local/Voice Services: 1-203-420-3131

Data Circuits: 1-800-247-2020

Equipment: 1-800-248-8484

In addition, your town has an account manager, Wendy Withycombe, who can help escalate your repair. She can be reached at 860-513-7765 (office) or 860-944-7718 (cell).

In those rare instances, such as Tropical Storm Irene, when the state activates the Emergency Operations Center (EOC) in Hartford, please know that someone from our group will be there to help you. If you call me, I can contact the EOC for you.

In addition, please share this information with your police and fire officials.

Finally, I have enclosed a copy of *Moving Forward, Giving Back*, a look at AT&T's community efforts throughout the state. We're very proud of our employees and the work we do in Connecticut.

Once again, please know that you always have a contact at AT&T and we are here to help you.

Please contact me with any concerns or questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill", written in dark ink.

William F. Turner
Area Manager – Constituency Relations
AT&T – External Affairs
26 Washington Street
New London, CT 06320
860-447-6349 (office)
860-908-8446 (cell)
william.turner@att.com



Town of Mansfield Fire and Emergency Services

To: Matthew W. Hart, Town Manager
From: David J. Dagon, Fire Chief
Date: November 22, 2011
Subject: EMS call at MCC – Cardiac Arrest

On Thursday, November 17, 2011 at 8:52 a.m. the Mansfield Fire Department was dispatched to an EMS call for service, dispatched as a cardiac arrest, to the Mansfield Community Center.

Upon arrival firefighters Juan Sanchez and Carlo Piacentini found a 61 year old male conscious and alert but agitated. The patient was receiving oxygen that had been applied by firefighter Brian Gagnon who was on site at the time of the call for service.

An investigation of the incident revealed the following actions had taken place:

- A Community Center member was on the second floor of the center exercising on one of the treadmills. He had been exercising for approximately 50 minutes when he began to experience chest and stomach pressure.
- Bystanders witnessed the patient collapse and went to assess his condition. The assessment revealed that the patient was not breathing and did not have a pulse.
An MCC member initiated CPR (cardio-pulmonary resuscitation).
- Steven Cessario, MCC staff member, activated a “Code Call” which alerted Community Center staff that an emergency situation required staff members to report to assist. Elle Noel was one of the first to report and took over CPR from Steve Cessario as Steve went to obtain the Community Center’s AED (automated external defibrillator).
- Jay O’Keefe arrived shortly thereafter and assisted Elle in applying the AED. The AED was applied to the patient and it indicated that a shock was advised. Community Center staff activated the AED and shocked the patient. The patient’s cardiac rhythm returned and the patient resumed breathing on his own.
- Oxygen was then provided to the patient by firefighter Brian Gagnon

Firefighters Sanchez and Piacentini placed the patient on a backboard and transferred him to the stretcher located on the first floor. At about this time the WCMH Paramedic arrived and accompanied the patient as he was transported to WCMH; enroute to the hospital the patient’s condition continued to improve.

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