



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
MONDAY, January 23, 2012  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**AGENDA**

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<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	
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**FUTURE AGENDAS**

**EXECUTIVE SESSION**

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

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL

January 9, 2012

Draft

Deputy Mayor Antonia Moran called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Keane, Kochenburger, Lindsey, Moran, Paulhus, Ryan, Schaefer (7:35p.m.), Shapiro

Excused: Paterson

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Mr. Schaefer seconded to approve the minutes of the December 12, 2011 meeting. Mr. Ryan offered an amendment to the minutes. The motion to approve as amended passed with all in favor except Ms. Keane and Ms. Lindsey who abstained. Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of the December 19, 2011 Special meeting as presented. The motion passed with all in favor except Mr. Kochenburger who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Howard Raphaelson, Timber Drive, expressed his happiness with the manner in which the Town is run and observed that most people he talks to agree with him. Mr. Raphaelson commented on the excellent value the town's people received from the Community Center during and after the recent storms noting that he is willing to pay a bit more taxes for the benefits.

Richard Civie, Beech Mountain Road, urged the Council to reject the current CL&P proposal for additional transmissions lines in Mansfield. Mr. Civie sited concerns about the limited benefits the Town will receive and the negative impact on the Towns tree canopy.

Tony Mele, CL&P Project Manager, described the outreach program employed by the company and stated the purpose of the project is to facilitate the bringing of more power into the state.

Pat Gaenzler, Beech Mountain Road, spoke in opposition to the Reliability Project.

Ron Manizza, Bassetts Bridge Road, asked the Council to take a stand against the project. Mr. Manizza suggested the money for the project be used to address the current problems with the power lines as evidenced by the recent outages.

Victor Civie, Beech Mountain Road and member of Mansfield Citizen's United, reviewed a previously submitted letter and a handout distributed this evening. (Handout attached) Mr. Civie feels the money could be better spent.

Pat Suprenant, Gurleyville Road, read a statement requesting clarification on a number of points in the Town Manager's letter to Kurt Heidinger. ( Statement attached)

Quentin Kessel, Codfish Falls Road, urged the Council to keep a close eye on the protection of the watershed. Mr. Kessel stated that the Town has little input into UConn water issues and outlined his efforts over the years to bring more accountability to the process. He also requested Mr. Heideinger be sent a copy of the agreement between UConn and NEWUS.

January 9, 2012

David Morse, Birchwood Heights, read a letter written by his wife Joan Hall to the Conservation Commission addressing her concerns regarding the Connecticut Water Company.

David Freudmann, Eastwood Road, voiced his objections and concerns regarding the Storrs Downtown Project and the potential purchase of electricity from the Kirby Mill hydro-electric facility. (Statement attached)

Betty Wassmundt, Old Turnpike Road, discussed a number of concerns regarding water issues and civility. (Statement attached)

Ric Hossack, Middle Turnpike, asked the Community Center be free for all Mansfield citizens.

Mike Sikoski, Windham, urged the Council to give attention to the proposed Ethics Ordinance.

#### IV. TOWN MANAGER REPORT

In addition to his written report, Town Manager Matt Hart inquired as to whether the Council would like to meet with the Town's representatives prior to the upcoming legislative session. By consensus the Council agreed to the suggestion. In response to Council questions the Town Manager also reported that UConn PD has offered to assist with patrolling the neighborhoods that have been the scenes of recent break-ins. Mr. Kochenburger was in attendance at the recent Storrs Neighborhood Watch meeting conducted by the Resident's Trooper's Office and reported the meeting was well attended and worthwhile.

#### V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Kochenburger asked the Town Manager to review the details regarding the elimination of the half price Jorgenson tickets offered as part of the Senior Center program. Mr. Hart will report back.

Mr. Schaefer requested an update on the timetable for the DOT work at the intersections of Rte 195 and Chaffeeville Road and Clover Mill Road. The Town Manager will report back.

Deputy Mayor Toni Moran reported the Personnel Committee is currently working on the Ethics Ordinance.

#### VI. OLD BUSINESS

##### 1. CL&P Interstate Reliability Project

Director of Planning and Economic Development Linda Painter summarized the differences between the 2008 plan and the current plan; presented a number of options for the Siting Council to consider; and explained the PZC's opposition to the proposed project with the caveat that if it goes forward they would like the Hawthorne Lane Alternative to be considered. Project Director Tony Mele outlined the process going forward and stated that even though the time period for submission of materials to the Siting Council has passed CL&P will continue to pass on any comments the Town submits. Additionally the Siting Council's process involves a number of public comment sessions and public hearings during which time the Council's responses may be submitted.

Council members discussed how best to respond and asked the Town Manager to contact the Executive Director of the Siting Council to inquire about the possibility of putting all transmission lines underground and to further clarify the timing for submission of comments. This item will be placed on the Council's next agenda for further discussion.

2. Community Water/Wastewater Issues

Mr. Shapiro recused himself from the discussion and any subsequent action. Council members discussed the current and future role of the Town concerning existing public water suppliers; the water quality standards required under current law; applicable state laws regarding land use in protected areas; the regulation of the public water supply; and possible future steps. Members agreed that additional information is needed prior to any action and asked the Town Manager to propose a project which will include an outline of information needed, possible sources of this information and opportunities for public input. The Town Manager will submit a proposal at the next Council meeting.

VII. NEW BUSINESS

3. Open Space Acquisition – Hickory Lane Lot 7

Mr. Ryan moved and Mr. Paulhus seconded, to refer the proposed acquisition of Hickory Lane Lot 7 (aka Lot 19 River Ridge Estates) to the Planning and Zoning Commission for review under §8-24 of the Connecticut General Statutes and to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on January 23, 2012 to receive public comment regarding the proposed acquisition.

Motion passed unanimously.

4. Dog Lane Utility Easement

Mr. Paulhus moved and Mr. Shapiro seconded, effective January 9, 2012, that the Town Manager be authorized to grant the proposed utility easement to Connecticut Light and Power as it is consistent with Mansfield's Plan of Conservation and Development, the approved Storrs Center Master Plan and the Development Agreement between the Town and Storrs Center Alliance.

Motion passed unanimously.

5. Agreement Between Regional School District #19 Board of Education and E.O. Smith High School Teacher's Association

Mr. Ryan recused himself from all discussion and action on this item.

Mr. Schaefer moved and Mr. Shapiro seconded to ratify the agreement between Regional District #19 Board of Education and E.O. Smith High School Teachers' Association.

Motion passed with Kochenburger, Moran, Ryan, Schaefer and Shapiro in favor and Keane, Lindsey and Paulhus opposed.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

IX. REPORTS OF COUNCIL COMMITTEES

Chair of the Committee on Committees Peter Kochenburger moved the following Committee recommendations:

Councilor Paul Shapiro's appointment to the Sustainability Committee and Beverly Korba's appointment as the Commission on Aging's representative to the Human Services Advisory Committee.

Motion to approve passed unanimously.

Mr. Shapiro noted there is still a Council member opening on the Sustainability Committee.

Ms. Lindsey reported the Parking Steering Committee has produced a Cooperative Parking Agreement which will be presented to the Council in the near future.

X. PETITIONS, REQUESTS AND COMMUNICATIONS

6. Civic re: CL&P's Interstate Reliability Project

7. M. Hart re: Community Challenge Planning Grant
8. L. Hultgren re: CPI Escalation for Multi-family Garbage Recycling Collection
9. C. van Zelm re: Storrs Center Construction – Mr. Paulhus noted that information regarding the hiring of Connecticut residents is available on Page 273.
10. C. Vincente re: Reduction in Facility Operating Hours
11. Connecticut State Police Call for Service Report dated 12/1/11 – 12/31/11
12. Press Release: Erland Construction Donates to Mansfield, CT Food Pantry
13. Press Release: Gov. Malloy Announces Remaining STEAP Awards for Towns Across the State
14. Press Release: Storrs Center Alliance Announces First Tenants for Storrs Center Mixed Use Town Center
15. Press Release: Town of Mansfield Announces Appointment of Leslie B. McDonough as Next Mansfield Public Library Director
16. Connecticut Council of Small Towns Annual Executive Director Letter
17. The Connecticut Economy “Reinventing Mixed Use Development – The Long Road From Gurleyville To Storrs Center” – Winter 2012

Mr. Paulhus left the meeting at 10:30 p.m.

XI. FUTURE AGENDAS

Members agreed to add the review of the Charter to a future agenda. Mr. Shapiro moved and Mr. Schaefer seconded to move into Executive Session to Discuss Strategy and Negotiations with Respect to Pending Claims or Litigation, in accordance with CGS§1-200(6)(B) and to include Town Manager Matt Hart, Town Attorney Dennis O’Brien and Assistant to the Town Manager Maria Capriola. Motion passed unanimously.

XII. EXECUTIVE SESSION

Strategy and Negotiations with Respect to Pending Claims or Litigation, In accordance with CGS§1-200(6)(B)  
 Present: Keane, Kochenburger, Lindsey, Moran, Ryan, Schaefer, Shapiro  
 Also included: Town Manager Matt Hart, Town Attorney Dennis O’Brien and Assistant to the Town Manager Maria Capriola.

XIII. ADJOURNMENT

The Council resumed in regular session. Mr. Ryan moved and Mr. Schaefer seconded to adjourn the meeting. Motion passed unanimously.

Antonia Moran, Deputy Mayor

Mary Stanton, Town Clerk

January 9, 2012

Town of Mansfield  
Town Council  
Audrey P. Beck Municipal Building  
Mansfield, CT 06268

*Re: Interstate Reliability Project  
Submission of Mr. Victor Civie, Jan. 9, 2012*

Dear Members of the Mansfield Town Council,

The Connecticut Light and Power Company ("CL&P") has asked me to bring to the attention of the Mansfield Town Council several factual errors in the submission of Victor Civie concerning CL&P's Interstate Reliability Project ("Project"), which appears as Item #6 on the Town Council's Meeting Agenda for January 9, 2012. I am serving as counsel to CL&P in connection with the siting of the Project, and am thus familiar with the application that CL&P has recently filed with the Connecticut Siting Council ("Council") concerning the Project, a copy of which has been provided to the Town of Mansfield. I am also familiar with the laws to which Mr. Civie refers and have been involved as a lawyer with the earlier project to which he refers in his submission and the other projects to which this letter refers.

The following page references and the underlined text are from Mr. Civie's presentation. The plain text provides CL&P's corrections.

Page 1

"Prior to 2004 there were no regulations on Overhead transmission line facilities."

In fact, the state has regulated the siting of overhead transmission line facilities since 1971, when it enacted the Public Utility Environmental Standards Act (PUESA), which among other things, created the Power Facilities Evaluation Council, now the Connecticut Siting Council.

"Due to the negative impact of Overhead configurations a law was passed (Statute 16-50p) that requires 345kv transmission lines be placed underground."

Section 16-50p, in its initial form, was enacted in 1971 as part of PUESA, and has been amended several times since, including in 2004 (Public Act 04-246) and 2007 (Public Act

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07-04 §16). The press releases and news articles quoted at page 3 of Mr. Civie's submission concern the 2004 amendment.

It is an oversimplification to say that Section 16-50p requires that 345-kV transmission lines be placed underground. A copy of the statute in its current form appears as page 6 of Mr. Civie's submission. His characterization of the statute at page 2 of his submission is more accurate than that quoted above:

"[Section] 16-50p(i) states that 345-kV transmission lines adjacent to residential areas, private or public schools, licensed [and] child day care facilities must be placed underground [unless] the applicant [shows] that the burying of the lines is infeasible or poses an unreasonable economic burden."

"A number studies that demonstrates the health risk of overhead transmission lines can be found on the website SaveOurTown US."

There are a great many individual "studies" concerning the potential health effects of exposure to transmission line electric and magnetic fields. The best sources of information on this subject, to which CL&P looks for guidance, are comprehensive reviews of the entire body of research by reputable scientific and governmental bodies, such as the World Health Organization. As required by Section 16-50p, the Council undertook a formal investigation that extended over two years, at the conclusion of which it adopted its Electric and Magnetic Fields Best Management Practices for the Construction of Electric transmission Lines in Connecticut," effective December 14, 2007. That document is available at [http://www.ct.gov/csc/lib/csc/emf\\_bmp/emf\\_bmp\\_12-14-07\\_20080603083907.pdf](http://www.ct.gov/csc/lib/csc/emf_bmp/emf_bmp_12-14-07_20080603083907.pdf) and has been provided in CL&P's Application for the Project in Volume 1 Appendix 7A. That document provides a concise summary of the governmental and scientific body reviews of the EMF health effects research. A more detailed summary of this research prepared for the Council by its independent consultant, Dr. Peter Valberg, appears at [http://www.ct.gov/csc/lib/csc/emf\\_bmp/emf\\_report.pdf](http://www.ct.gov/csc/lib/csc/emf_bmp/emf_report.pdf). In accordance with the Council's application requirements, CL&P has provided an updated research summary prepared by a consultant, Dr. William Bailey, as part of its application. See Appendix 7D to Volume 1. In designing the Project, CL&P has complied with these Best Management Practices. See Appendix 7B of the Application.

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Page 2

“CL&P who is familiar with the costs and technology created the Mount Hope variation and incorporated it in its proposal.”

CL&P has not proposed the Mount Hope Underground Variation (part of which would replace a segment of overhead line on Mr. Civie’s property). As required by Section 16-50p, CL&P has provided the Council with information to enable it to make a determination whether the underground variation would impose an unreasonable economic burden on ratepayers. The Council will make this decision by considering the cost and impact of the section of overhead line construction that the underground variation would replace, and the cost and impact of the underground variation. This detailed information is provided in Volume IA, Section 15.3 of CL&P’s Application. Mr. Civie’s summary of this information is inaccurate in several respects.

The cost to Connecticut consumers for the Mount Hope Variation is estimated at \$61.1 million, as compared to \$1.5 million for the section of overhead line it would replace, so 41 times higher. (See pages 15-60 and 15-61 of Volume IA.) CL&P’s conclusion and recommendation with respect to the Mount Hope Variation is:

“Based on these unreasonable additional costs to consumers, the lack of magnetic field reduction, and the additional land acquisition that would be required to develop this variation, CL&P’s proposed overhead 345-kV H-frame line design, located within CL&P’s ROW, was selected over the Mount Hope Underground Variation.”

“A transition station facilitates the overhead to underground transitions. Depending on the application the facility needed to bring the cables under ground and bring the cables over the ground can be massive or small. Because of the small length of underground cable only a small transition station is required. The transition station for this project would require approximately ½ acre.”

The required size of a transition station is not proportionate to the length of the underground segment it terminates. The land and equipment requirements for transition stations are discussed in Volume 1A of the Application, generally at pages 14-20, 14-21, 14-37, and 14-38, and with specific reference to the Mount Hope Variation at page 15-42. A schematic figure showing a typical transition station for 3 underground cable sets, such as would be used for the Mount Hope variation, is provided as Figure 15A-1 at page 15A-21 of the Appendix to Volume 1A. As stated in these references, the land

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requirement for the transition station equipment is typically 1.5 to 2 acres, and the required parcel size is larger and quite variable. For the two transition stations in the Mount Hope variation, CL&P has identified two four acre plots, for which it would purchase up to 6 acres, and use approximately 2 it already owns.

“The Bethel-Norwalk project demonstrates that the burying of 345kv transmission lines is feasible without an unreasonable economic burden. (Page 5). Note that the complete 21 mile project was buried underground at a cost far less than predicted.”

The entire length of the Bethel-Norwalk project was approximately 21 miles. As the information sheet provided at page 5 of Mr. Civie’s submission says, the project included what was at the time “the longest length of 345-kV solid underground cable in the United States.” However, this solid dielectric underground cable segment of the Bethel-Norwalk project was only 2.1 miles in length. (The Bethel-Norwalk project also included approximately 9.7 miles of underground 345-kV cables using an older technology. Approximately 9 miles of the 345-kV construction was overhead.) I do not know how the actual and predicted cost of this segment of cable compared, but the cost of Project as a whole was not “far less than predicted.” Rather, it was somewhat higher than originally estimated.

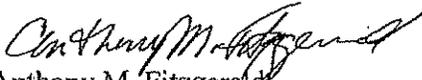
In general, while underground line construction may be economically feasible in densely developed locations where there is no or insufficient existing overhead line right-of-way, that is not the case where there is ample space within an existing right-of-way in which a new overhead line may be constructed. This is the case for the Project, including the portion of it proposed for Mr. Civie’s property. In the case of CL&P’s most recently completed project, the Middletown to Norwalk 345-kV project, underground line construction was proposed by CL&P for densely populated areas where there was insufficient right-of-way such that overhead line construction would have required extensive takings of homes; and overhead line construction was used where there was sufficient existing right-of-way for it. In the recently approved Greater Springfield Reliability Project, another New England East West Solution (NEEWS) project, which is now under construction, both the Connecticut and Massachusetts 345-kV lines will be constructed overhead within existing rights of way.



Town of Mansfield  
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I hope that you will find the information in this letter helpful.

Very truly yours,

  
Anthony M. Fitzgerald

AMF/kas

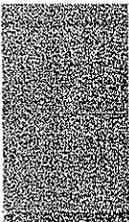
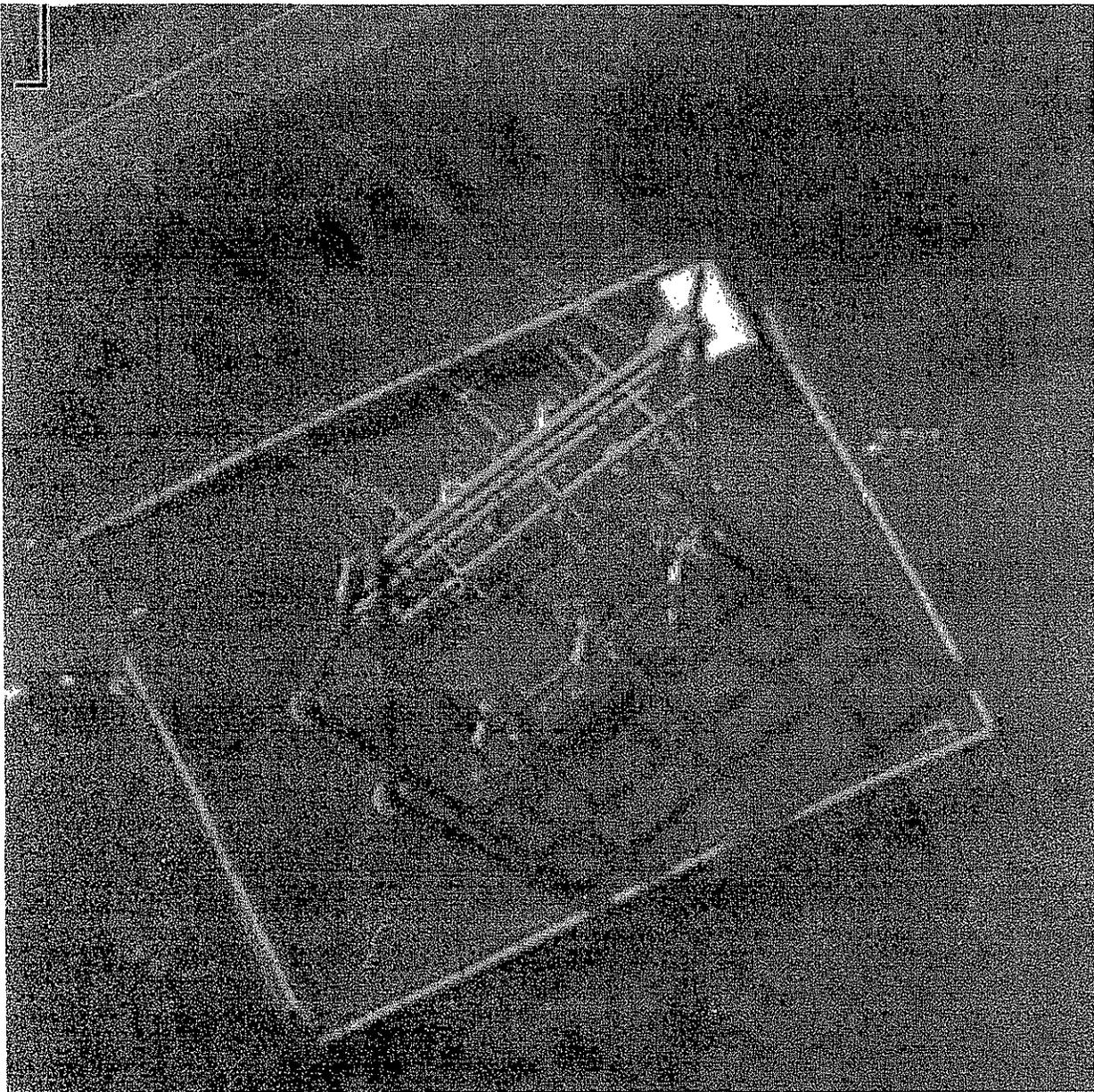
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Proposed 345-kV Network to Norwalk Substation							
Line Item	Element	Work Description	Quantity	Material	Contracted Services	NU Labor	Total
<b>Overhead Lines</b>							
<b>Gallows Hill to Archers Lane</b>							
Single Circuit 345-kV/115-kV Monopole 1.3 miles		Clearing, access roads, erosion control, etc.	29	\$ 157.00	\$ 204.00	\$ -	\$ 361.00
		Excavation and foundations	14	\$ 126.00	\$ 705.00	\$ -	\$ 831.00
		Structure	14	\$ 1,044.00	\$ 276.00	\$ -	\$ 1,320.00
		Counterpoise	1	\$ 99.00	\$ 37.00	\$ -	\$ 136.00
		Grounding	1	\$ 6.00	\$ 28.00	\$ -	\$ 34.00
		Cable 345-kV 1590 KCMIL 47/7 2C / phase	58,600	\$ 365.00	\$ 135.00	\$ -	\$ 500.00
		Cable 115-kV 1272 45/7 1C / phase	26,700	\$ 142.00	\$ 72.00	\$ -	\$ 214.00
		Shield wire	16,368	\$ 24.00	\$ 28.00	\$ -	\$ 52.00
		<b>Total Gallows Hill to Archers Lane</b>	<b>101,727</b>	<b>\$ 1,963.00</b>	<b>\$ 1,485.00</b>	<b>\$ -</b>	<b>\$ 3,448.00</b>
<b>Hoyts Hill to Gallows Hill</b>							
Single Circuit 345-kV H Frame 3.6		Clearing, access roads, erosion control, etc.	43	\$ 286.00	\$ 390.00	\$ -	\$ 676.00
		Excavation and foundations (if required)	68	\$ 24.00	\$ 216.00	\$ -	\$ 240.00
		Structure H frame	31	\$ 599.00	\$ 524.00	\$ -	\$ 1,123.00
		Structure monopole	3	\$ 183.00	\$ 37.00	\$ -	\$ 220.00
		Counterpoise	1	\$ 249.00	\$ 94.00	\$ -	\$ 343.00
		Grounding	1	\$ 35.00	\$ 153.00	\$ -	\$ 188.00
		Cable 345-kV 1590 KCMIL 47/7 2C / phase	140,800	\$ 864.00	\$ 321.00	\$ -	\$ 1,185.00
		Shield wire	19,000	\$ 30.00	\$ 34.00	\$ -	\$ 64.00
		<b>Total Hoyts Hill to Archers Lane</b>		<b>\$ 2,270.00</b>	<b>\$ 1,769.00</b>	<b>\$ -</b>	<b>\$ 4,039.00</b>
<b>Norwalk Jct to Norwalk Substation</b>							
Single Circuit 345-kV Delta Monopole 3.7 miles		Clearing, access roads, erosion control, etc.	36	\$ 238.00	\$ 391.00	\$ -	\$ 629.00
Double Circuit 115-kV Monopole 0.5 miles		Excavation and foundations (if required)	42	\$ 331.00	\$ 1,957.00	\$ -	\$ 2,288.00
		Structure monopole	42	\$ 3,158.00	\$ 654.00	\$ -	\$ 3,812.00
		Counterpoise	1	\$ 274.00	\$ 104.00	\$ -	\$ 378.00
		Grounding	1	\$ 16.00	\$ 76.00	\$ -	\$ 92.00
		Cable 345-kV 1590 KCMIL 47/7 2C / phase	129,300	\$ 779.00	\$ 288.00	\$ -	\$ 1,067.00
		Cable 115-kV 1272 45/7	62,100	\$ 88.00	\$ 35.00	\$ -	\$ 123.00
		Shield wire	47,500	\$ 64.00	\$ 75.00	\$ -	\$ 139.00
		<b>Total Hoyts Hill to Archers Lane</b>	<b>239,022</b>	<b>\$ 4,948.00</b>	<b>\$ 3,580.00</b>	<b>\$ -</b>	<b>\$ 8,528.00</b>
Removal					\$ 1,200.00	\$ -	\$ 1,200.00
Fiber Optics		20.1 miles of primary and backup circuits		\$ 1,214.00	\$ 3,965.00	\$ -	\$ 5,179.00
Relocation		Temporary relocation of lines at Norwalk Substation			\$ 400.00	\$ -	\$ 400.00
Engineering, Administration and Other		Includes all planning, engineering, siting, surveying, land planning and drafting, Administrative costs including legal, purchasing, contract administration, project management, etc.	1	\$ -	\$ 1,200.00	\$ 3,034.00	\$ 4,234.00
Right of Way			77			\$ 7,900.00	\$ 7,900.00
<b>Total Overhead Lines</b>				<b>\$ 10,395.00</b>	<b>\$ 13,599.00</b>	<b>\$ 10,934.00</b>	<b>\$ 34,928.00</b>

Note: ROW costs above represent legal, engineering, cost of land and easements and miscellaneous other NU labor and outside services

Location		Description		Quantity	Material	Contracted Services	NU Labor	Total
<b>345-kV HPFF 9.4 Miles</b>								
	Pipe and Accessories Section	Cable pipe, 8-inch nominal, pritec, per foot		100900	\$ 4,290.00	\$ 3,925.00	\$ -	\$ 8,215.00
		Spacers		3200	\$ 65.00	\$ 130.00	\$ -	\$ 195.00
		Excavation, no rock, per cubic yard, including hauling		20	\$ 2.00	\$ 55.00	\$ -	\$ 57.00
		Fluidized Thermal Backfill (FTB™)		2530	\$ 126.00	\$ 268.00	\$ -	\$ 394.00
		Duct encasement concrete		2700	\$ 95.00	\$ 268.00	\$ -	\$ 363.00
		Splicing trifurcator		4	\$ 98.00	\$ 344.00	\$ -	\$ 442.00
		Riser pipe stainless steel 5-inch		840	\$ 91.00	\$ 191.00	\$ -	\$ 282.00
		Cathodic protection		1	\$ 97.00	\$ 153.00	\$ -	\$ 250.00
		Pressurization plant		2	\$ 1,288.00	\$ 43.00	\$ -	\$ 1,331.00
		Leak detection system		1	\$ 993.00	\$ 344.00	\$ -	\$ 1,337.00
		Coated 2 inch pipe schedule 80 including valves, etc.		250	\$ 6.00	\$ 41.00	\$ -	\$ 47.00
		Gallons of polybutene dielectric fluid		179068	\$ 1,193.00	\$ 243.00	\$ -	\$ 1,436.00
		Vaults (including grounding)		22	\$ 993.00	\$ 497.00	\$ -	\$ 1,490.00
		<b>Total Pipe and Accessories Section</b>			<b>\$ 9,337.00</b>	<b>\$ 6,502.00</b>	<b>\$ -</b>	<b>\$ 15,839.00</b>
	Cable and Accessories:	345-kV cable		305508	\$ 29,550.00	\$ 1,147.00	\$ -	\$ 30,697.00
		Normal 3-phase joints		34	\$ 682.00	\$ 3,241.00	\$ -	\$ 3,923.00
		Semi stop joints with bypass piping		2	\$ 56.00	\$ 197.00	\$ -	\$ 253.00
		Complete terminators		12	\$ 1,311.00	\$ 104.00	\$ -	\$ 1,415.00
		Arresters		12	\$ 136.00	\$ 69.00	\$ -	\$ 205.00
		<b>Total Cable and Accessories:</b>			<b>\$ 31,735.00</b>	<b>\$ 4,758.00</b>	<b>\$ -</b>	<b>\$ 36,493.00</b>
	Communication Conduits:	Fiber-optic cable (by others)			\$ -	\$ -	\$ -	\$ -
		Fiber-optic cable splices (by others)			\$ -	\$ -	\$ -	\$ -
		Feet HDPE Conduit		100900	\$ 252.00	\$ 183.00	\$ -	\$ 435.00
		Hand holes		40	\$ 47.00	\$ 19.00	\$ -	\$ 66.00
		<b>Total Communication conduits:</b>			<b>\$ 299.00</b>	<b>\$ 202.00</b>	<b>\$ -</b>	<b>\$ 501.00</b>
	Temperature Monitoring System	Fiber-optic cable		51000	\$ 164.00	\$ 41.00	\$ -	\$ 205.00
		Fiber-optic cable splices (including enclosures)		5	\$ 5.00	\$ 19.00	\$ -	\$ 24.00
		2" HDPE conduit, feet		51000	\$ 80.00	\$ 28.00	\$ -	\$ 108.00
		Thermocouples, each		36	\$ 14.00	\$ 39.00	\$ -	\$ 53.00
		Test stations, each		18	\$ 7.00	\$ 40.00	\$ -	\$ 47.00
		Temperature probes, each		36	\$ 14.00	\$ 29.00	\$ -	\$ 43.00
		<b>Total Temperature Monitoring System:</b>			<b>\$ 284.00</b>	<b>\$ 196.00</b>	<b>\$ -</b>	<b>\$ 480.00</b>
	Duct Bank and Earthwork:	Excavation, no rock, per cubic yard, including hauling		40000	\$ 1,159.00	\$ 6,129.00	\$ -	\$ 7,288.00
		Soil backfill		17300	\$ 608.00	\$ 152.00	\$ -	\$ 760.00
		Excavation for vault		1800	\$ 23.00	\$ 141.00	\$ -	\$ 164.00
		Fluidized Thermal Backfill (FTB™)		20000	\$ 3,440.00	\$ -	\$ -	\$ 3,440.00
		Horizontal vertical drilling		1400	\$ 88.00	\$ 344.00	\$ -	\$ 432.00
		Jack and bore		185	\$ 298.00	\$ 2,865.00	\$ -	\$ 3,163.00
		Sheeting and shoring		5000	\$ 115.00	\$ 161.00	\$ -	\$ 276.00
		Pavement repair		650000	\$ 443.00	\$ 955.00	\$ -	\$ 1,398.00
		Curb repair		20000	\$ 13.00	\$ 52.00	\$ -	\$ 65.00
		Sidewalk repair		1200	\$ 4.00	\$ 6.00	\$ -	\$ 10.00
		Landscape restoration		1	\$ 64.00	\$ 97.00	\$ -	\$ 161.00
		Traffic control		1	\$ 33.00	\$ 1,091.00	\$ -	\$ 1,124.00
		Loam and seed		10000	\$ 33.00	\$ 48.00	\$ -	\$ 81.00
		Survey		1	\$ 33.00	\$ 161.00	\$ -	\$ 194.00
		Rock Excavation		1	\$ -	\$ 9,997.00	\$ -	\$ 9,997.00
		<b>Total Duct Bank and Earthwork:</b>			<b>\$ 6,354.00</b>	<b>\$ 22,199.00</b>	<b>\$ -</b>	<b>\$ 28,553.00</b>
	Engineering, Administration and Other	Includes planning, engineering, siting, surveying, land planning and drafting. Administrative costs including legal, purchasing, contract administration, project		1	\$ -	\$ 4,950.00	\$ 3,300.00	\$ 8,250.00
	Right of Way						\$ 500.00	\$ 500.00
		<b>Total 345-kV HPFF</b>			<b>\$ 48,009.00</b>	<b>\$ 38,807.00</b>	<b>\$ 3,800.00</b>	<b>\$ 90,616.00</b>

Note: ROW costs above represent legal, engineering, cost of land and easements and miscellaneous other NU labor and outside services

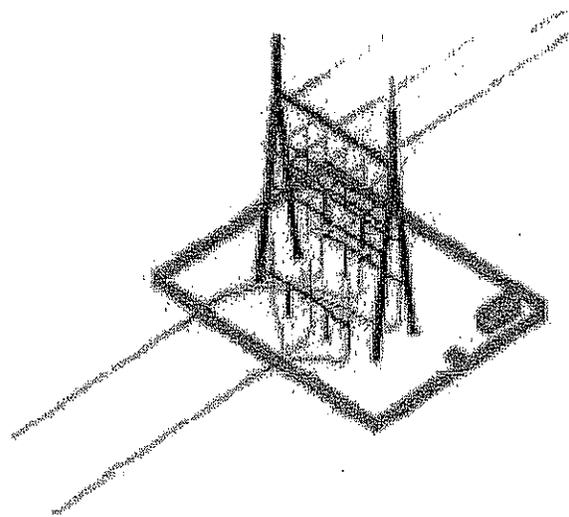


115-foot by 90-foot (0.25 acre)



The Connecticut Light & Power Company  
12C Application  
Stakeholder Meeting  
February 7, 2005

The Bethel-Norwalk 345-kV Project



Hoyts Hill

*345-kV Line Transition Station.*

## Patricia A. Suprenant

441 Gurleyville Road  
Storrs, CT 06268

January 9, 2012

Mansfield Town Council  
Eagleville Road  
Storrs, CT 06268

To Whom It May Concern:

It is my understanding that the University of Connecticut water system is subject to Department of Public Health jurisdiction for water purity and water adequacy. It is also, my understanding that it is subject to Department of Energy and Environment regulations concerning large-scale diversion of surface or underground water. However, can you clarify the following?

1. Is the University of Connecticut subject to Department of Public Health regulations with regard to the development and disposition of watershed land it owns?
2. Is the University of Connecticut required by state statute to obtain Department of Public Health approval to build or expand its water supply system, and is it subject to record keeping and reporting requirements?
3. Is University of Connecticut subject to the same laws that apply to water companies in the area of well-field mapping, water supply emergencies, and water supply planning?
4. Are the rates for the University of Connecticut customers (pay users) subject to Department of Public Utilities Regulatory Authority rate regulations and pricing?

Sincerely



Patricia Suprenant

Mansfield, Connecticut Town Council Meeting Jan. 9, 2012  
Public comment by David Freudmann, 22 Eastwood Rd.,  
Storrs, CT 06268, 860-429-0763, davidf235@yahoo.com.  
Topic: Off. of Policy and Mgt. grant; Hydro project

I am concerned about two recent actions by this Council.

1. On Dec. 19, 2011, you voted to partake in a \$100,000 grant from the State's Office of Policy and Management. The money is for hiring a staff person to "promote and attract appropriate economic development." Yet, in a Nov. 2000 resolution, this Council stated its opposition to having the State complete the Route 6 expressway from Bolton Notch to Columbia. Then-Council member Gregory Haddad explained it would "bring unwanted development." In articulating the majority viewpoint, he correctly acknowledged two things: (1) Better highways promote development - a fact known since antiquity, and (2) that such development is unwanted here. So let's be clear. We're taking an OPM grant to promote development that is ... unwanted.

This is contradictory, like saying you enjoy swimming but cannot stand getting wet. You promote a gleaming downtown on behalf of the University of Connecticut, squander millions of dollars in the process, erect a money pit of a parking garage, but reject a highway that would bring more consumers to Mansfield.

When it comes to economic development, this Council is feckless, aimless, and lacking in any coherence.

2. On Oct. 24, 2011, Mr. Sam Shifrin and his supporters asked the Council to commit Mansfield to buying all the electricity from his planned hydro-electric project. Four facts were made clear. 1. Federal regulations which promote renewables will require CL&P to buy his electricity. 2. The cost of electricity to Mansfield would be unchanged. 3. Mr. Shifrin himself affirmed that he would be able to get a loan from a bank even if Mansfield does not commit to buy his electricity. 4. The reason for requesting Mansfield's commitment is that it would be a bit easier for him to get his loan that way.

The Council then unanimously passed a motion asking Town Manager Matthew Hart to proceed. Last month, Mr. Hart informed us that the town will incur from \$5,000 to \$15,000 in consultants' fees to arrange this. Since we'll pay the same for electricity either way, why did the Council agree to this? Since when does town government agree to spend up to \$15,000 to expedite a private entrepreneur's loan application?

This is a usurpation of your power of the purse - corporate welfare.

These are but two examples of poor planning and misplaced priorities on the part of Mansfield's elected officials. Capricious whim and passing fancy are poor substitutes for logical planning and responsible spending.

DF

# Mansfield opposes new Rt. 6

By HAROLD C. SHAYER  
Chronicle Staff Writer

MANSFIELD—Voting along party lines, the town council has approved a resolution that puts the town on record against any plans to complete the Route 6 expressway from Bolton Notch to Columbia.

Democrats Carl Schaefer, Bruce Bellm, Betsy Paterson, Greg Haddad, William Rosen and Chris Thorkelson voted against any Route 6 plan following a request by Thorkelson to add the Route 6 issue to the agenda of Monday's meeting. In support of an expressway, Republicans Virginia Raymond, Richard Pellegrine and James Stallard voted against the measure.

Thorkelson said he believed that the premise used by proponents of a four-lane expressway—that a new road is needed because of safety problems on the existing two-lane Route 6—cannot be supported by statistics about the safety of expressways. Thorkelson also said he was concerned that a completed 11-mile expressway from Bolton to Columbia would pressure the state to widen Route 195 in

Mansfield.

The present Route 6 expressway, which runs from Columbia to Windham, has an exit which leads onto Route 195 in Mansfield to the area of the East Brook Mall.

Haddad said he was against an expressway because it may bring unwanted development into Mansfield, such as subdivisions which would strain the tax base with more children in local schools. Bellm reminded the council that the 30-year delay in getting the expressway project off the ground will result in an expressway which will end up costing about \$1,200 per inch.

Raymond said that the expressway was a necessary infrastructure for the Willimantic area which was in a no-man's land when it came to economic development.

The U.S. Army Corps of Engineers—who are currently reviewing the three latest alternatives for the expressway—are holding a public hearing on the alternatives at the Colony Conference Center in Vernon on Tuesday at 1 p.m.

January 9, 2012

To: Town Council

From: Betty Wassmundt

RE: Kurt Heidinger communication *+ other*

1. Why was this communication not brought before the council until the last meeting? This question needs to be answered. Council procedure states that communications received prior to the packet being prepared are to be included in the packet. It took three meetings for this communication to be made public. This is information the public needs to know. This delay in providing the Heidinger communication is a serious town issue.

2. The Atty General ruled in 2000 that the University is not a water company thus it is not subject to all the state statutes regulating water companies. This problem needs to be corrected directly before any further cooperation with the University to solve the town's water needs. What will this council do about it?

3. Refer to page 134, section III Term & Agreement of Sewer and Water Service Agreement.

The part: "unless otherwise terminated by either party sixty days in advance of the anniversary date." concerns me. How could this town accept an agreement that allows for unconditional termination of a water supply with a 60 day notice? I know there's a large body of law regarding water supply so that it is unlikely the University could just terminate the supply of water but how could this town accept such a term?

On a separate issue, I'm sure you all read of Jeff Smith's gem of a statement at the Windham Board of Finance that he didn't have to "listen to fools twice".

I'm equally sure that you consider the way I speak to you as being rude, disrespectful, sarcastic, etc. I agree; I do address the council that way. I'd like to mention my mentors, those I learned from: Jeff Smith, Marty Berliner, Carl Schaefer, Betsy Paterson who has been disrespectful even to a fellow democratic council member. Thank you.

PUBLIC HEARING  
TOWN OF MANSFIELD  
January 23, 2012  
Hickory Lane

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on January 23, 2012 to solicit comments regarding the proposed acquisition of Hickory Lane Lot 7 (Lot 19 River Ridge Estates).

At this hearing persons may address the Town Council and written communications may be received. Copies of said proposal are on file and available at the Town Clerk's office: 4 South Eagleville Road, Mansfield and are posted on the Town's website ([mansfieldct.gov](http://mansfieldct.gov))

Dated at Mansfield Connecticut this 12<sup>th</sup> day of January 2012.

Mary Stanton, Town Clerk

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt*  
**CC:** Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development  
**Date:** January 23, 2012  
**Re:** Connecticut Light and Power Interstate Reliability Project

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**Subject Matter/Background**

At the January 9, 2012 meeting, the Town Council requested additional information regarding the proposed CL&P Interstate Reliability Project, including:

- Information on whether the Town can request that the existing transmission lines be placed underground as part of this project
- Information regarding the process of becoming a party or intervenor in the Siting Council process
- How the Town should submit its comments now that the official municipal consultation filing period has closed
- Potential mitigation measures for various areas of town along the proposed route

In response to the Town Council's information requests, staff made inquiries to the Connecticut Siting Council. We have listed below a summary of the responses we received from the Siting Council and other sources. Additionally, staff has prepared a series of more specific mitigation measures for your review based on comments received from the public regarding the impacts of the project.

**Undergrounding of Existing Transmission Lines**

Linda Roberts, the Executive Director of the CSC has provided the following response to the inquiry regarding the potential for undergrounding of the existing transmission lines:

*The Siting Council has the ability to require that the proposed transmission lines, or specific segments of the proposed transmission lines, be placed underground as part of this project. If the Town Council were to request consideration for undergrounding the proposed lines, that request would be considered by the Siting Council.*

*While the Town Council may request consideration for undergrounding the existing transmission lines, and such a request may be explored during the public hearing process, the project proposal is limited to the construction, maintenance and operation of a new 345-kV transmission line, which does not generally include modifications to or reconstruction of the existing transmission lines.*

Based on this response, while the Town definitely has the ability to make to request that the Siting Council consider requiring that existing lines be placed underground in specific areas, such a request may not be successful given that modifications and reconstructions are not typically included as part of new construction projects.

### **Process of Becoming a Party or Intervenor**

The following language regarding participation in the Siting Council Process was excerpted from the Council's Citizen's Guide to Siting Council Procedures for Cell Towers, which was provided by Linda Roberts in response to questions about obtaining certain information regarding electrical magnetic field impacts. She indicated that the Town could choose to become a party to the proceeding, which would enable us to request that CL&P provide specific information, such as difference between electrical magnetic fields from underground transmission lines and overhead transmission lines within the right-of-way.

*Parties and intervenors are participants in the proceeding who requested party or intervenor status from the Council before the hearing and were granted such status. Both parties and intervenors file evidence with the Council before the hearing and present witnesses at the hearing for questioning by the Council and other parties and intervenors in the proceeding. Parties and intervenors may ask questions of the applicant and other parties and intervenors on evidence that was submitted by the applicant and other parties and intervenors before the hearing. Parties and intervenors are not allowed to make their own case by giving oral testimony at the hearing. They must make their case in writing, and, in exchange, they may cross-examine the applicant and other parties and intervenors and their witnesses.*

### **Submission of Town Comments**

Staff has asked the Siting Council as to how the Town council best submit its comments now that the municipal consultation filing period has closed. (Recall that the Town's review of CL&P's application was delayed in part by the two storms that hit Connecticut, which forced CL&P to postpone their public workshop in Mansfield until early December.) In response to this question, Ms. Roberts has advised that we submit our comments to the applicant (CL&P) and copy the Siting Council on our submittal.

### **Potential Mitigation Measures**

The following mitigation measures could be recommended by the Council to reduce impacts to residents in the areas most significantly impacted by the proposed transmission lines:

- ***Recommend that the Siting Council require the use of the Mansfield underground variation and a modified Mount Hope underground variation***

CL&P's municipal consultation filing included two underground variations for Mansfield, one which extended from a point southwest of the Woodmont Drive cul-de-sac to a point west of Conantville Brook (the 'Mansfield' variation) and another which extended from a point north of the Sawmill Brook Lane cul-de-sac to a point northwest of the Hawthorne Lane cul-de-sac (the 'Mount Hope' variation). Combined, these two variations would include approximately 1.75 miles of underground transmission facilities, plus four, four-acre transition stations where power would transition from overhead lines to the underground facilities.

Based on comments received from the community, the Town could recommend that the western terminus of the Mount Hope variation be moved to a point west of Sawmill Brook Lane to minimize the impacts of the transmission line on that residential neighborhood. Additionally, comments have been received from a member of the Town's Agricultural Committee since the last Council meeting addressing the impacts of underground facilities on agricultural lands. It is also staff's understanding that CL&P is working with the Mount Hope Montessori School and Green Dragon Daycare to address their concerns with the proposed lines. Given this feedback, the eastern terminus of the underground transmission line could be relocated west of Route 195. To minimize the electrical magnetic field impacts of new overhead lines on the schools and residents of the Bassetts Bridge area, the Town could also recommend that EMF Best Management Practices monopoles be used from Route 195 to Mansfield Hollow, where EMF monopoles are already in use.

The benefits offered by placing the proposed transmission line underground and using EMF best management practices poles as described above include:

- Reduction of electrical magnetic field concerns for surrounding residential areas, the Mount Hope Montessori School and the Green Dragon Day Care Center
- Significant reduction in the amount of vegetation that must be cleared
- Elimination of the visual impacts of the second overhead transmission line in areas where underground facilities are installed

Use of these underground variations and EMF best management practices would be consistent with Section 16-50(p)(i) of the Connecticut General Statutes, which addresses undergrounding of new 345 kilovolt facilities:

*For a facility described in subdivision (1) of subsection (a) of section 16-50i, with a capacity of three hundred forty-five kilovolts or greater, there shall be a presumption that a proposal to place the overhead portions, if any, of such facility adjacent to residential areas, private or public schools, licensed child day care facilities, licensed youth camps or public playgrounds is inconsistent with the purposes of this chapter. An applicant may rebut this presumption by demonstrating to the council that it will be technologically infeasible to bury the facility. In determining such infeasibility, the council shall consider the effect of burying the facility on the reliability of the electric transmission system of the state and whether the cost of any contemplated technology or design configuration may result in an unreasonable economic burden on the ratepayers of the state.*

- ***Recommend the Hawthorne Lane Alternative***  
As described at the January 9, 2012 meeting and in the agenda item summary for the proposed amendment to the Hawthorne Park Subdivision Conservation Easement, the Hawthorne Lane alternative would result in the relocation of both the existing and proposed transmission lines away from the homes on Hawthorne Lane.
  
- ***Recommend Mansfield Hollow Design Option 2***  
Due to the limited right-of-way through Mansfield Hollow (150 feet as compared to 300 feet elsewhere), CL&P has proposed two design options to reduce right-of-way acquisition and clearing through the Hollow. Recommending that the Siting Council require Option 2 would eliminate the need for any additional right-of-way and restrict clearing required for the new transmission line to the existing right-of-way. This option would require relocation and replacement of the existing lines through the park.
  
- ***Recommend protection of active farmland***  
As shown on the attached aerial photograph, the transmission route runs through active farmland. To minimize impacts on working farms, the Town could recommend that the Siting Council require strict adherence to various mitigation measures by CL&P to minimize impacts on working farms. Such measures could include: limiting construction to non-crop/harvest seasons; ensuring that any soils disturbed or compacted through the process are restored to pre-construction conditions; ensuring that erosion and sedimentation controls are installed and monitored during construction; and financially compensating farmers for impacts to crop production caused by project construction.

### **Recommendation**

Staff will be available at Monday's meeting to review the responses to Council's questions and to review the proposed additional mitigation measures.

Recall that the Planning Zoning Commission (PZC) has recommended that the Town oppose the proposed route and endorse the Hawthorne Lane alternative if the Siting Council should approve CL&P's preferred route. The Town Council may wish to adopt the PZC's recommendation as well as some or all of the additional mitigation measures proposed above.

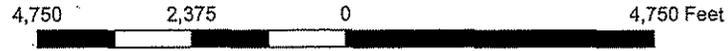
Staff does not feel that the Town has the expertise or the capacity to become a party or an intervenor in CL&P's application to the Siting Council. The Town could, however, actively participate in the Siting Council's public hearing process and otherwise monitor the status of CL&P's application.

### **Attachments**

- 1) Maps of Proposed Mitigation Measures
- 2) V. Wetherell re: CL&P's Transmission Line Project

# Mansfield Proposed Mitigation Measures

Approximate ROW Location    Underground Sections    Proposed EMF BMP Monopoles    Mansfield Hollow Design Option 2



# Proposed Mitigation Measure Mansfield Underground Variation

CLP Approximate Location of Existing Transmission Line/Right-of-Way

Approximate Limits Mansfield Underground Variation

900 450 0

900 Feet



-25-

# Proposed Mitigation Measure

## Changes to Beginning and End of Mount Hope Underground Variation

Approximate Location of Existing Lines and Right-of-Way

Proposed Underground Transmission Line



General Location of Transition Stations

1,500 750 0 1,500 Feet



# Proposed Mitigation Measure Bassetts Bridge Area and Mansfield Hollow

Approximate Location of Existing Lines and Right-of-Way

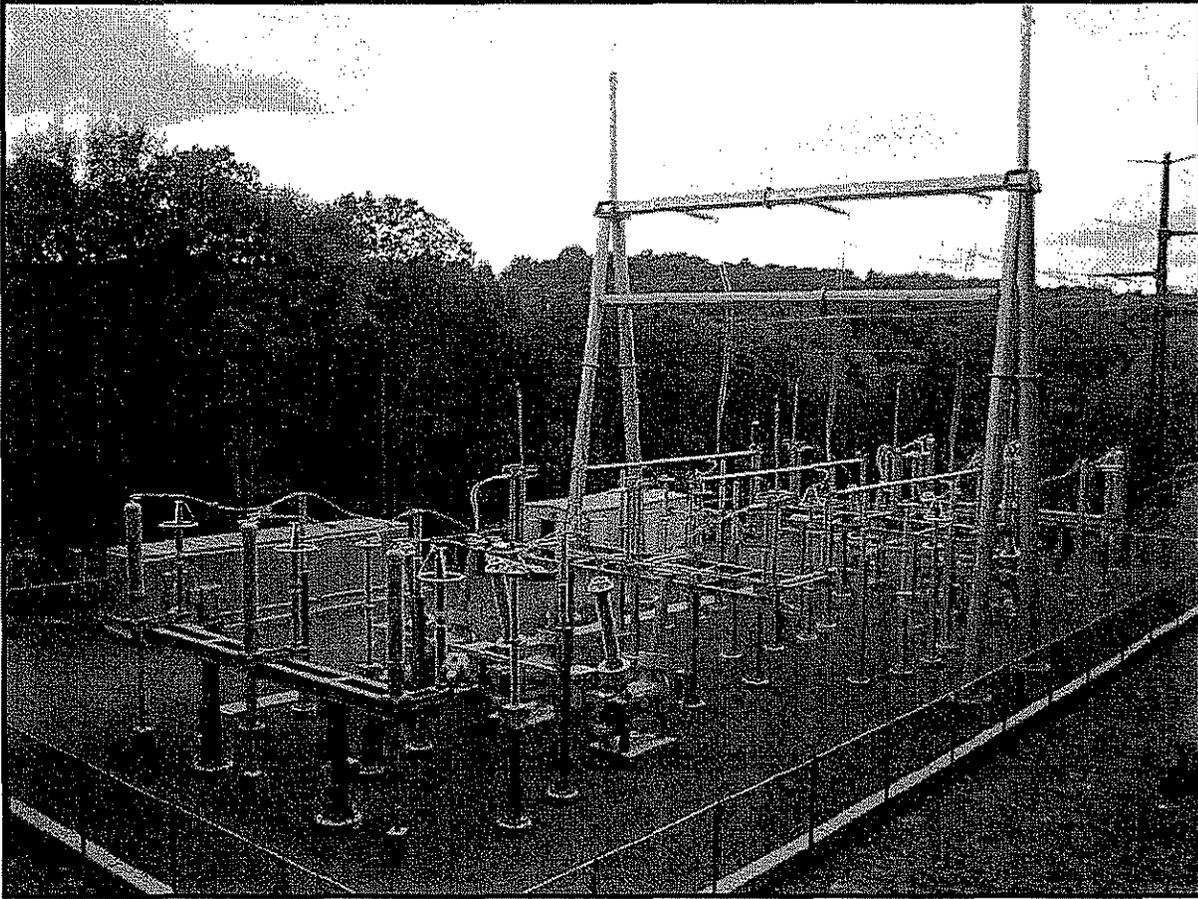
Proposed EMF BMP Monopoles

Mansfield Hollow Design Option 2

2,000 1,000 0 2,000 Feet



**Figure 15A-3: 345-kV Line Transition Station with no Shunt Reactors**



January 12, 2012

To: the Mansfield Town Council

From: Vicky Wetherell

Re: CL&P's transmission line project

Since it appears that the Council is interested in considering CL&P's alternative proposals for underground lines, I see the need to provide information to the Council that was not available when the Agriculture Committee made formal comments about the project in 2008. The committee informally discussed CL&P's recently proposed underground alternatives after their December 2011 and January 2012 meetings, but, since we were not aware of PZC or Council plans to make formal reviews of this project, we did not have a formal discussion or recommendation about the project at our meetings. Thus, I am providing this information to the Council as a private citizen so there is a better understanding of the underground alternative.

We were not sure how the underground alternative would affect farmland areas along the path of the new line. Consequently, I attended the CL&P open house on December 8 and asked a CL&P representative about the construction of such lines. It would involve digging a trench across the fields. This trench would be at least 8 feet deep. The subsoil burden would be placed temporarily along the side, and there would be an adjacent access road for equipment. In addition, underground cables have more maintenance problems than those on poles because of contact with the soil. Thus, underground lines would have to be uncovered to be maintained, which would cause ongoing disturbance of farmland soils.

An underground transmission line across fields on the north and south sides of Bassetts Bridge Road would impact prime farmland soils, reduce their productive area and create problems for farmers using these fields. If the Agriculture Committee had submitted a formal statement reflecting their informal discussion, we probably would have recommended against the underground alternative in this location because of its greater impact on farmland than the proposed pole installation.

*Vicky Wetherell*

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**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; Linda Painter, Director of Planning and Development; Robert Miller, Director of Public Health  
**Date:** January 23, 2012  
**Re:** Community Water/Wastewater Issues – Town Council Work Session

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**Subject Matter/Background**

At the last meeting, the Town Council discussed a number of issues regarding the UConn water and wastewater system and the regulation of public water supply in Mansfield. As part of this discussion, the Town Council authorized me to respond to a communication from a concerned citizen (K. Heidinger) and to propose a format to provide for additional Council discussion on the topics and to solicit input from the public and interested stakeholders.

With that charge in mind, staff proposes that the Town Council conduct a work session that focuses on the regulation of public water and wastewater systems in Mansfield. In order to provide a more complete discussion of this topic, we suggest the Council extend the scope of the conversation to include both the UConn and Willimantic systems, as well as the regulation of community well systems. Specific topics that we would cover as part of the discussion would include the regulation of water quality, rate setting, aquifer protection, governance and land use issues, as well as service connections and other related topics. Staff suggests that we invite representatives from the Connecticut Departments of Public Health (DPH) and Energy and Environmental Protection (DEEP), and the Eastern Highlands Health District to present information on these topics. Our water consultant, Environmental Partners, could also be helpful. We also recommend that the work session include a question and answer period for both the Council and the members of the public. Staff would plan to advertise the work session to the general public via our usual communication means (e.g. QNotify, Channel 13, website) and suggests that we issue an invitation to various municipal commissions and committees, and agencies such as the Willimantic Water Commission, the University of Connecticut and the Connecticut Water Company, that either have a regulatory role or a specific interest in the topics to be discussed.

Staff believes the work session would serve to inform our work on current projects and initiatives, such as the Four Corners water and sewer project, the UConn/Town water supply initiative and the independent/assisted living project, as well as future Council policy regarding water and wastewater issues. We will be prepared to discuss the suggested work session format at Monday's meeting in order to determine whether the format would satisfy the Council's needs.

I have also attached, at the request of the Conservation Commission, a copy of the draft minutes from its January 18, 2012 meeting. The meeting included a discussion of the Mr. Heidinger's correspondence.

**Attachments**

- 1) M. Hart response to K. Heidinger 10/31/11 correspondence
- 2) Conservation Commission Draft Minutes, 01/18/2012

**TOWN OF MANSFIELD**  
**OFFICE OF THE TOWN MANAGER**



Matthew W. Hart, Town Manager

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3336  
Fax: (860) 429-6863

January 18, 2012

Mr. Kurt Heidinger  
1 Stage Road  
Westhampton, Massachusetts 01027

Dear Mr. Heidinger:

The Mansfield Town Council has authorized me to respond to your October 31, 2011 letter. We appreciate your continued commitment to water quality and you raise several important issues concerning the regulation of the UConn water and wastewater system. As you know, the town does not regulate or control UConn's system, so I cannot provide specific detail on several of your questions; the university and state environmental agencies are the best sources for this information. However I can provide some answers and guidance, and have responded below to each of your questions in the order presented.

- 1) In 1989, the town and the university executed its sewer and water service agreement. As the contract automatically "rolls-over" each year, the town council does not specifically authorize the renewal of the agreement on an annual basis. As set out in section III, either party may terminate the agreement within 60 days of the anniversary date (January 1<sup>st</sup> of each year). Neither the town nor the university has ever attempted to exercise this option.

The university does bill the town for water and sewer service, using Connecticut Water Company as its operator and manager. The university does periodically adjust its rates for these services. The town's billing records are certainly available to the town council and members of the public. (Members of the public who wish to access these records may submit a request under the town's Freedom of Information Act policy.) The town maintains the billing records for the length of the state-required records retention period, which is three years or until audited, whichever occurs later.

- 2) I have attached a copy of the university's 2006 contract with Connecticut Water. The town does not have a copy of UConn's 2010 renewal or extension agreement with Connecticut Water and I suggest you contact the university or the water company to obtain a copy.

- 3) My understanding is that UConn's contract with Connecticut Water has not affected the applicability of state statutes regarding water companies to the university. However, the university or the state can more appropriately respond to your question.
- 4) The town contracts with the university and does not have a separate contract with Connecticut Water.
- 5) My understanding is that UConn has not transferred ownership of any of its assets to the Connecticut Water Company. Connecticut Water serves as the operator and manager of the university's water supply system and has not assumed ownership of any of the infrastructure.

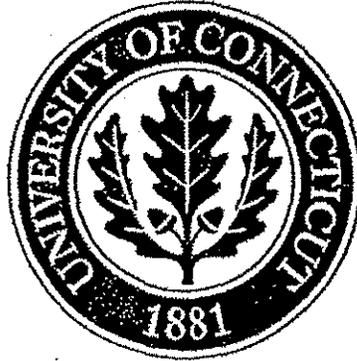
I hope that this information is helpful to you. I thank you for your inquiry and wish you to know that the town council does plan to review the regulation of water supplies in the Town of Mansfield, as well as governance and related topics.

Sincerely,



Matthew W. Hart  
Town Manager

CC: Town Council  
Barry Feldman, Chief Operating Officer, University of Connecticut  
Richard Orr, Executive Officer, University of Connecticut



University Contract  
No. UC-06-B948128-1

Operations, Management and Maintenance Agreement

Between

The University of Connecticut

And

New England Water Utility Services, Inc

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## Services Agreement

The University of Connecticut, (hereinafter called the University or Client) and the New England Water Utility Services, Inc. (hereinafter called NEWUS or Firm) agree to have NEWUS provide services for the Total Operation, Management and Maintenance of the University Drinking water systems located at the Main, Depot and Agronomy Farm campuses in Mansfield, Connecticut (herein referred to as Water Systems). The University agrees to provide NEWUS access to the property and facilities as reasonably required to perform the services described in this Agreement.

### SCOPE OF SERVICES:

I. A. NEWUS agrees to perform the following services as described below for the Services Fee as specified on Page 27 of this Agreement:

- 1.) Provide an experienced, on-site full-time (Monday through Friday 7:30 AM to 4:00 PM) Water System Manager (as identified at the end of Section I of this Agreement) who will be responsible for the total operation, management, and maintenance of the Water Systems. This System Manager will provide directions to the Client's on-site Manager (Primary) and/or Manager (Back-up) to direct the Client's water system staff in the operation of the Water Systems in order to achieve and maintain compliance with Sections 19-13-B102, 19-13-B38a and 25-32-9 of the RCSA. This System Manager shall be properly certified to operate both the water treatment and water distribution systems of the Water Systems; and shall be the primary contact for communications between the Client and federal, state and local regulatory officials. The System Manager will also be the primary contact for the media with regard to Water Systems' operational issues. Any such media communication will be coordinated with the Client's Office of Communications. In order to provide the strong on-campus presence that is necessary for this position, this System Manager will be assigned full-time (Monday through Friday 7:30 AM to 4:30 PM) and be provided an on-campus office by the Client. The Water Systems Back Up Manager will be assigned as needed to the Client for on-site management, operation and maintenance. Water Systems Manager and Back Up Manager's responsibilities are detailed in Sections I. D, E, F and G below.
  
- 2.) Provide an experienced trained on-site Water System Operator full time (Monday through Friday 7:00 AM to 3:30 PM) to perform system checks of the Depot Campus and Main Campus water systems' treatment and pump stations. The operator's duties will include the collection of Connecticut Department of Public Health (DPH) required Water Quality samples, delivery of samples to a DPH approved laboratory for analysis, logging of production and/or distribution meter readings; monitoring of equipment; maintaining appropriate station logs; monitoring the treatment processes and providing for batch treatment chemicals, as needed. The System Operator will report to and will assist the System Manager in preparing recommendations for any needed operational changes. Water System Operator responsibilities are fully detailed in Sections I. D, E, F, and G below.

- 3.) Provide additional Water Systems Operators as needed for on-site operation and maintenance of the University's water systems on weekends, holidays, after hours emergencies and special tasks (flushings, cross connections, etc). Water System Operators responsibilities are detailed in Sections I, D, E, F, G and Section III below.
- 4.) Provide 24/hour, 7 day/week availability for technical assistance or back-up, as needed by Client. The parties to this Agreement will follow the communication protocol established by mutual agreement of the parties to this Agreement, and identified in Section II of this Agreement. This communication protocol shall be amended, as needed, by the parties. Any modifications to the protocol shall be committed to writing and disseminated between the parties as soon as possible. The protocol shall address the following areas of communications:
- a) General Communications Plan with Links and Office of Communication Contacts;
  - b) Normal Operating Hours Flow Chart;
  - c) After Hours/Emergency Communication Flow Chart;
  - d) Flow Chart showing Response to Media Inquiries on Operational Issues;
  - e) List of Telephone Numbers  
Internal Reporting Checklist  
Failure/Breach/Damage/Threat  
Water Distribution System/Sewer System
- 5.) Collect and deliver for analysis at a DPH-approved laboratory, water samples, as required by DPH, for the UConn Agronomy Research Farm water system.
- 6.) a. Provide guidance and direction to the Client on the overall water system operation, including water systems optimization plans, in conjunction with standard practice and regulatory requirements. The outcome of such direction shall be to achieve and maintain the Water Systems' compliance with all pertinent regulatory requirements.
- b. NEWUS will be responsible for its actions or inactions which may result in any non-compliance, and shall be responsible for paying for or reimbursing the Client for any civil penalty(s) assessed for such violations from the Department of Public Health under the regulations (RCSA 19-13-B102, 19-13-B38 and 25-32-9), the Department of Environmental Protection under regulations (RSCA 22a-354i-1 through 10) and the University's diversion registrations during the period covered by this Agreement.
- c. Client will be responsible for its actions or inactions which may result in non-compliance, and shall be responsible for paying for any civil penalty(s) assessed for such violations from the Department of Public Health under the regulations (RCSA 19-13-B102, 19-13-B38 and 25-32-9), the Department of Environmental Protection under regulations (RSCA 22a-354i-1 through 10) and the University's diversion registrations during the period covered by this Agreement.

- 7.) NEWUS staff will prepare and submit water quality reports to the Client and to the DPH, on a monthly, quarterly or annual basis, as required for compliance with the Connecticut Public Health Code 19-13-b102, as well as for other required reporting requirements of the RCSA.
- 8.) Advise the Client of future proposed regulatory requirements and the effect of these requirements on the Water Systems.
- 9.) Review any existing Plans, Surveys, Assessments etc. provided by Client regarding the Water Systems. NEWUS will develop recommendations for necessary major maintenance and capital improvement projects, including budgets, for the Water Systems. These recommendations will be completed by January 1, 2007 and January 1 for each subsequent year of the contract.
- 10.) Review and provide recommendations regarding the customer service procedures that the Client currently uses for non-Client owned uses and premises connected to its Water Systems. Included in this review will be hydrant usage, metering, billing, bill collection and shut off procedures.
- 11.) NEWUS will maintain an updated set of water system distribution maps based on distribution system changes authorized by Client for distribution system additions, replacements, upgrades, etc.

**B. Personnel:**

NEWUS shall designate the following persons to act as its representatives:

- 1.) **Water System Manager** – Full-time (40 hours per week) assignment for on-site management, operation and maintenance of University water systems.
- 2.) **Water System Back-up Manager** – Assignment as needed, for on-site management, operation and maintenance of University water systems.
- 3.) **Water System Operator** – Full-time (40 hours per week) assignment for on-site operation and maintenance of University water systems.
- 4.) **Additional Water System Operators** – Assignment as needed, for on-site operation and maintenance of University water systems on weekends, holidays, after-hours emergencies and special tasks (flushing, cross connections etc.).

The original assignment of personnel is as follows:

**NEWUS Contract Manager (Primary):**

Name: Peter Pezanko                      Mailing Address:  
Phone  
UConn: 860-486-1081  
Phone: 1-800-286-5700                      New England Water Utility Services  
Cell: 860-978-6341                      93 West Main Street  
Email: ppezanko@ctwater.com Clinton, CT 06413

**NEWUS Contract Manager (Back-up):**

Name: Matt Stosse                      Mailing Address:  
Phone: 1-800-286-5700                      Crystal Water Company  
Cell: (860)662-0004                      321 Main St.  
Email: mstosse@ctwater.com Danielson, CT 06239

**NEWUS Contract Coordinator:**

Name: Chris J. Bogucki                      Mailing Address:  
Phone: 1-800-286-5700                      New England Water Utility Services  
Fax: (860)669-7899                      93 West Main Street  
Email: cbogucki@ctwater.com Clinton, CT 06413

- 5.) **Changes in Personnel.** If any changes in the original assignment of System Manager, Back Up System Manager or System Operator become necessary during the term of the contract, the University has the right to approve all proposed replacement personnel.
- 6.) **Hiring and Recruitment.** Both parties agree that each party has invested significant time and resources in the recruitment and training of its employees. Therefore, to the extent permitted by applicable law, both parties agree that, during the time of this Agreement and for one (1) year thereafter, that neither party will directly or indirectly solicit or seek to employ the employees of the other party except as by mutual agreement of both parties.

**C. Routine (Non-Holiday) Operating Hours are as follows:**

- 1.) **Water System Manager or Water System Back-up Manager** – Monday through Friday 7:30 am to 4:00 pm.
- 2.) **Water System Operator** – Monday through Friday 7:00 am to 3:30 pm.

**D. Routine Operation and Normal Maintenance:**

- 1.) **Water System Manager/Back-up Manager shall:**
  - a) **Schedule and supervise water system operator and additional water system operators to complete all required routine and normal tasks.**

- b) Prepare regular management reports (see Section I G. of this contract) for University personnel. Schedule meetings with University personnel, as required, to update on operational, maintenance, regulatory, projects status and other issues.
- c) Prepare and update Standard Operating Procedures for all water system stations.
- d) Prepare and implement a Preventive Maintenance Program for all water system equipment. Supervise purchasing of supplies and equipment.
- e) Supervise preparation of all regulatory reports and Consumer Confidence Reports.
- f) Responsible for providing proper safety programs for NEWUS employees; monitoring for proper discharge of chlorinated water; review and comment on new construction for service lines, metering, cross connection control, main extensions and hydrant installations; provide for proper handling/disposal of water treatment chemicals and generator fuels including Spill Response and Reporting Requirements (SPCC).
- g) Provide recommendations concerning water system monitoring, controls and automation to allow water operators to access needed water system information and control water system responses.
- h) Supervise system metering including:
  - (1) Production meters – Schedule annual accuracy testing; and
  - (2) Consumption meters - Recommend and, as approved, schedule phased completion of system metering. Recommend and, if approved, schedule periodic meter accuracy testing.
- i) Review and comment on Fire Flow Standards for the water system including review of any existing information, assistance with any future fire flow testing, and recommendations for distribution system replacements, upgrades or system loops to provide for improved fire flows.
- j) Adhere to the requirements of, and provide review, comments and/or recommendations, and updates, as needed, for:
  - (1) Emergency Contingency Plan;
  - (2) Land Use Plan (changes in use, recreation programs, etc.);
  - (3) Water Conservation Plan (assist in budgeting and scheduling);

- (4) Rates for Water Usage, Private Fire Protection, Special Services, etc.; and
  - (5) Water Supply Plan (assist with system description, available water/margin of safety estimates, emergency contingency plans, water system master plan, etc).
- k) Monitor and provide guidance for compliance with State Water Diversion requirements.
- 2.) **Water System Operator** shall provide daily attendance at all crucial water systems stations (wells, treatment stations, pump stations, etc.), and periodic attendance to other utility areas (storage tanks, hydrants, meter tasks, flushing, customer issues, sample collection, etc). This includes well operation, maintenance and protection, water treatment/pump station operation and maintenance, water storage tanks operation and maintenance, water sample collection/analysis/report preparation.
- 3.) **Water System Operator/Additional Water System Operators** shall provide daily attendance at all crucial water systems stations 365 days a year, including weekends and holidays. Direct and manage cross connection surveying, backflow device testing and report preparation, utilizing subcontractors, as required.

**E. Emergency Response**

- 1.) **Water System Manager/Back-up Manager** shall:
- a) Schedule properly trained, stand-by operators to provide 24/7 coverage for all after hours needs, including water system emergencies.
  - b) Maintain both regular and after hour communications during system emergencies including communications with University, state and local regulatory personnel, news media and customers. Such communications shall be in accordance with the guidelines listed in our "University of Connecticut, New England Water Utility Services and Department of Public Health - Communication Protocol" (see Section II).
  - c) Prepare and arrange for posting/delivery of consumer notices, where required.
  - d) Maintain a list of available subcontractors to assist with emergencies either during or after regular hours.
  - e) Maintain an inventory of spare parts and supplies for use in emergencies.
  - f) Establish a regular maintenance program for all equipment and facilities.

- g) Maintain a set of distribution maps, and operation manuals/data for each facility.
  - h) Coordinate use of standby power generators with University personnel.
  - i) Obtain a list of premises having direct suction pump connections to the water system.
  - j) When necessary during emergencies these pumps should be removed from automatic operation and operated on manual mode only.
  - k) Maintain an updated copy of Connecticut Water's "Emergency Spill Response Plan". Follow the listed procedures when dealing with spills, or sabotage, on University sources of supply.
  - l) Review and propose any necessary improvements to security for water system assets. Coordinate proper security measures with University's Public Safety division.
- 2.) **Water System Operator/Additional Water System Operators shall** – Coordinate with the University's Manager (designated below) on the operation of the University's water systems in order to properly and efficiently respond to water system emergencies. Maintain communications with water system manager/back-up manager during all emergencies.

**UConn Manager (Primary):**

Name: Timothy Tussing  
 Phone: (860)486-2608  
 Cell: (860)234-2244  
 Email: timothy.tussing@uconn.edu

Mailing Address:  
 University of Connecticut  
 25 LeDoyt Road Unit 3252  
 Storrs, CT 06269-3252

**UConn Manager (Back-up):**

Name: Michael Pacholski  
 Phone: (860)486-0041  
 Cell: (860)208-0319  
 Email: mike.pacholski@uconn.edu

Mailing Address:  
 University of Connecticut  
 25 LeDoyt Road Unit 3252  
 Storrs, CT 06269-3252

F. **University Water System Complaints/Inquiries** NEWUS shall respond to water system complaints or inquiries from customers, town or regional officials or state/federal regulatory authorities shall be in accordance with standard Connecticut Water customer service procedures (i.e. use of verbal responses versus the need to conduct a field investigation for certain situations) and the University's approved Water System Rules and Regulations.

1) **Water System Manager/Back-up Manager shall:**

- a) Maintain information regarding University water systems, including any

modifications to its "Water System Rules and Regulations"

- b) Train and supervise operators in proper response procedures. As required, inform appropriate University personnel regarding all inquiries/complaints.
- c) Communicate, as necessary with local state and federal regulatory personnel. All routine and emergency communications shall be in accordance with the guidelines listed in our "University of Connecticut, New England Water Utility Services and Department of Public Health - Communication Protocol" (see Section II).
- d) Schedule operators to complete field investigations, as required. Maintain files of inquiries/complaints and resolutions of each.

**2) Water System Operator/Additional Water System Operators shall:**

- a) Train on customer service procedures and "Rules and Regulations" regarding University water systems.
- b) Inform water system manager of any inquiries/complaints.
- c) Conduct follow up field investigations, as directed by water system manager.

**G. Interfacing With University Personnel -** Interfacing with University personnel pertains to routine communications, emergency communications, quality assurance/quality control information, as well as planning and implementing joint water system operations/maintenance with University personnel.

**1) Water System Manager/Back-up Manager shall:**

- a) Maintain routine and emergency communication with University personnel in accordance with the guidelines listed in our "University of Connecticut, New England Water Utility Services and Department of Public Health - Communication Protocol" (see Section II).
- b) Provide the following regular reports to University personnel to maintain communications about the water systems and as our quality assurance/quality control program:
  - (1) Department of Public Health Water Quality Compliance Reports – Monthly
  - (2) Water Production Reports – Weekly
  - (3) Water Production Reports – Monthly
  - (4) Water System Station Log Sheets – Monthly

- (5) Water System Progress Reports - Weekly
  - (6) Water System Non-Routine Projects Progress Report – Monthly
  - (7) Consumer Confidence Report – Annually
  - (8) Cross Connection Survey and Backflow Device Testing Report – Annually
  - (9) Other Required Regulatory Reports (i.e. chemical spills, water outage or interruption in treatment, etc.) – As required.
  - (10) Contractor Invoices/Explanation of Expenses – Monthly
  - (11) Unaccounted for Water Calculations – Quarterly (or every six months until consumption meters are read more frequently)
  - (12) Capital Improvement and Major Maintenance Plan – Update Annually
- c) Request/Coordinate use of University employees to complete certain water system tasks including: grounds and building maintenance, repair of water system breaks and leaks, maintenance of fire hydrants, preparation of water supply plan updates (with NEWUS assistance), stand-by power generator testing and maintenance, provision of electrical system upgrades, control system monitoring work utilizing the UConn WAN system, installation of all new or replacement water utility plant on-campus.
  - d) Coordinate with University personnel oversight of the Level A Aquifer Mapping for the Willimantic Well Fields and implementation of protection areas for both the Willimantic and Fenton River Well Fields.
  - e) Coordinate with University personnel and assist with the implementation of a recreation plan at the Fenton River Well Field.
  - f) Coordinate with University personnel and provide review and oversight of the water system's approved Capital Improvements.

**II. University of Connecticut, New England Water Utility Services, Inc. and Department of Public Health Communication Protocol**

**A.) General Communications Plan**

- 1) This Communications Plan has been developed in order to clarify communication responsibilities and communication pathways to be utilized during the term of the Services Agreement between the University of Connecticut (UConn) and New England Water Utility Services (NEWUS). Under this Agreement NEWUS will provide management of the public water systems owned by UConn. An important part of this management effort is the establishment of effective and

comprehensive communications between UCONN, NEWUS, the state Department of Public Health and other affected parties. This Communications Plan is intended to be a flexible plan that can be updated with new telephone numbers, contact personnel and/or communication pathways as the need arises. Each time the plan is updated new copies, identified by the new Effective Date, will be distributed to all key personnel.

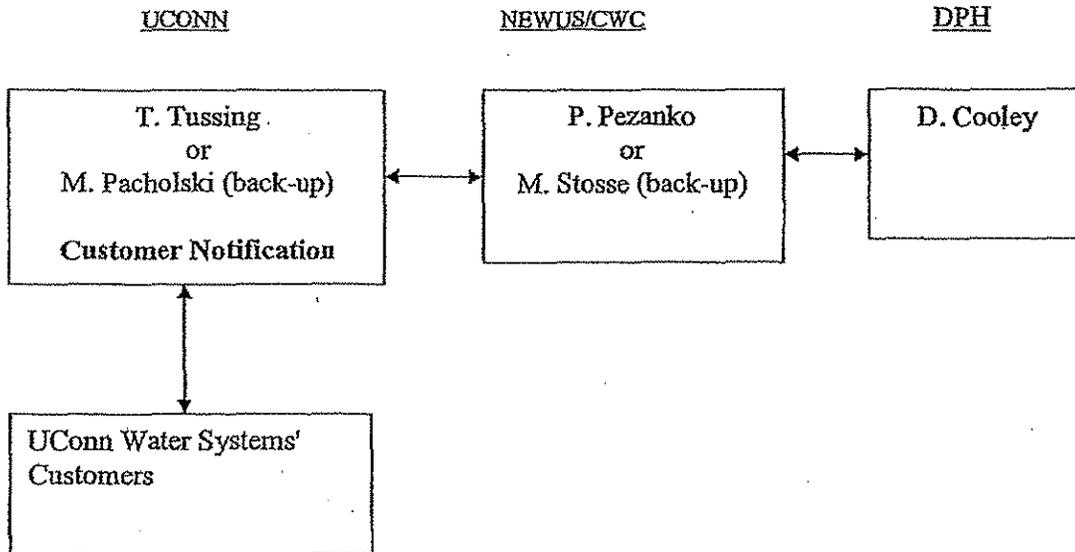
- 2) In general, the communication links will be as follows:
- a) UConn Water Systems Primary Manager (Tim Tussing) or Back-up Manager (Michael Pacholski) or designated representative will communicate water system information to NEWUS System Manager (Pete Pezanko) or Back-up Manager (Matt Stosse) or designated representative. In turn, directions from NEWUS will be provided to UCONN'S Primary or Back-up Manager who, in turn, will direct UCONN operating staff, as necessary.
  - b) NEWUS System Manager (Pete Pezanko) or Back-up Manager (Matt Stosse) or designated representative will be the primary contact for communicating water system information to the state Department of Public Health and other federal, state or local regulatory officials. NEWUS personnel will be available to UCONN to respond to any request for water system technical assistance or back up within a two hour response time.
  - c) UCONN Office of Communications personnel will prepare formal News Releases and other Public Communications with input from NEWUS personnel regarding water system operational information, maintenance or emergency issues. Office of Communications Contacts identified below:
    - (1) Primary Contact: Karen Grava, Manager Media Communications – 860-486-3530; and
    - (2) Back-up Contact: Scott Brohinsky, Director University Communications - 860-486-3530.
  - d) NEWUS System Manager (Pete Pezanko) or Back-up Manager (Matt Stosse) or designated representative will be the primary contact for the media regarding water system operational issues. Inquiries regarding routine operational matters such as water main breaks or equipment failures that do result in prolonged or wide-spread service disruptions, or compromise the safety of the water may be answered by NEWUS without first consulting with the University. However, the University will be informed as soon as practical of any such inquiry and the nature of NEWUS's response. A response to inquiries regarding non-routine operational matters from the media will be coordinated with UCONN'S Office of Communications contacts identified above.

3) General Communications Plan

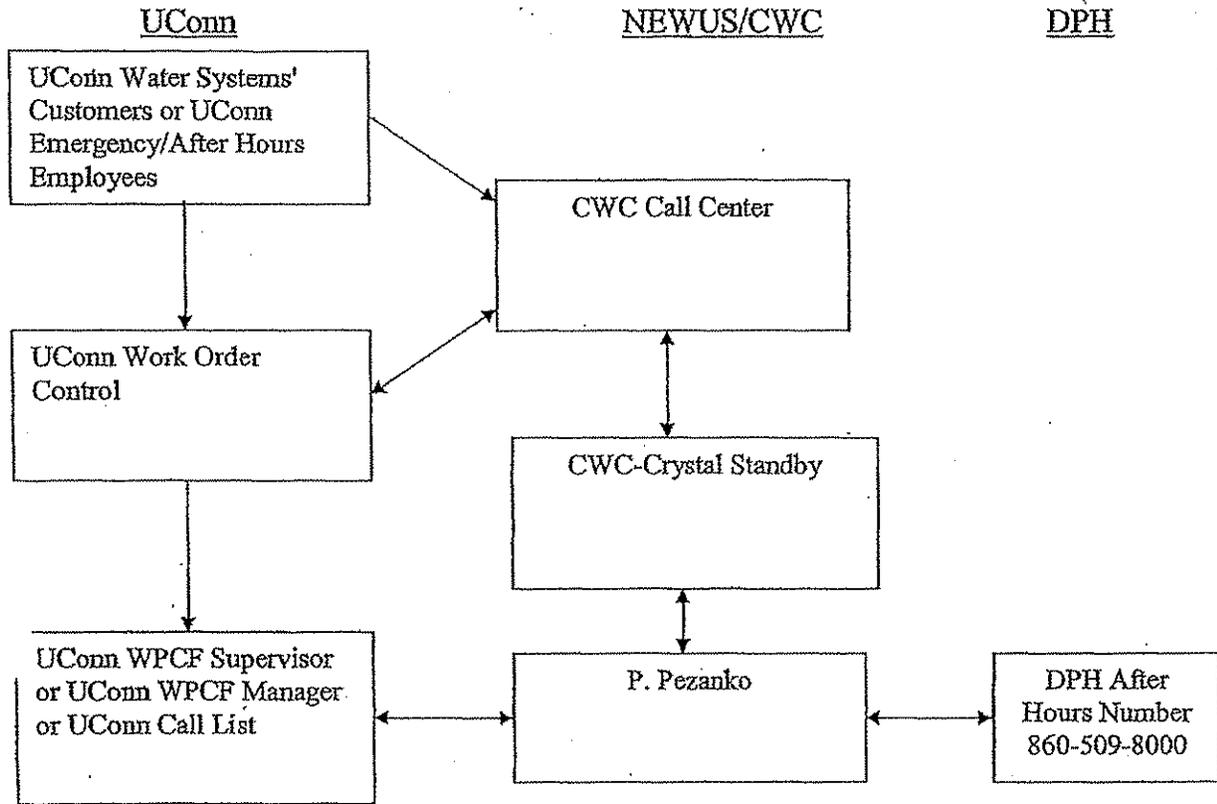
Due to the inherent differences in communications that can occur during normal operating hours as opposed to after hours/emergency communications, there have been two "Communication Flow Charts" developed for use in these situations. These two "Flow Charts", are diagrammed on the next two pages (Pages 13 and 14) of this Plan. They show the direction of communication via one or two way arrows between specific personnel, staffed departments and/or water system customers. In addition, a third "flow Chart" that shows the direction of communications for media contacts regarding operational issues is shown on Page 15.

The list of telephone numbers for all personnel and departments are shown on pages 16-17 of this Plan.

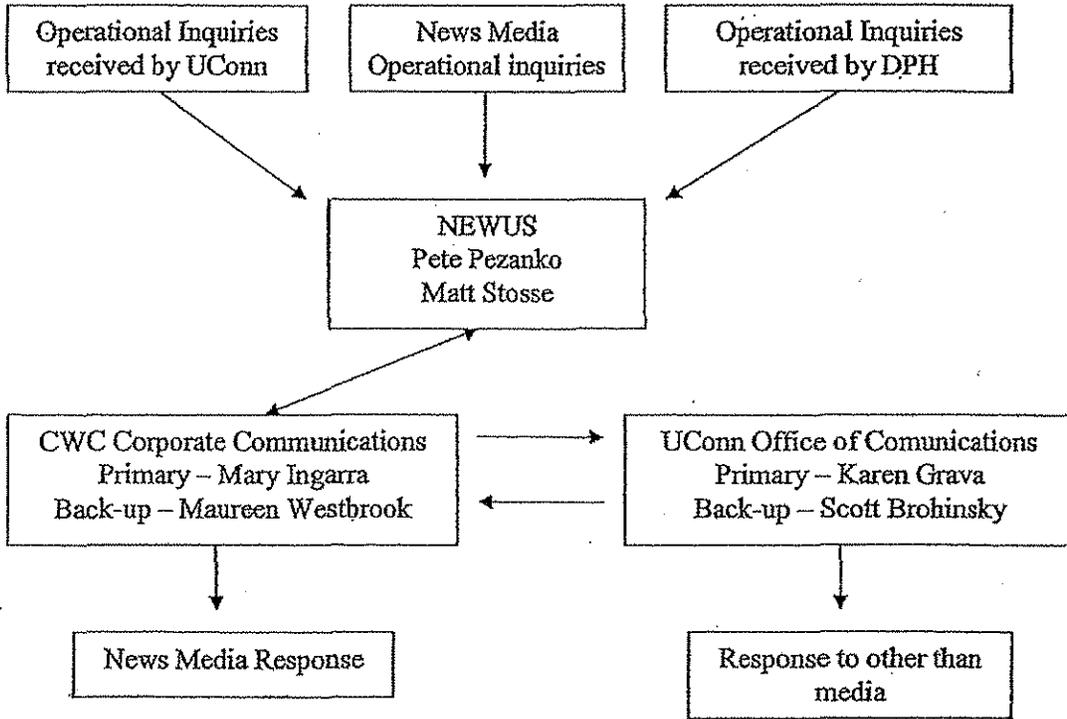
B.) UConn Water Systems – Communication Protocol Normal Operating Hours  
Communication Flow Chart



C.) UConn Water Systems – Communication Protocol After Hours/Emergency  
Communication Flow Chart



D.) Response to Media Inquiries on operational issues



E.)

**LIST OF TELEPHONE NUMBERS  
INTERNAL REPORTING CHECKLIST  
FAILURE/BREACH/DAMAGE/THREAT  
WATER DISTRIBUTION SYSTEM/SEWER SYSTEM**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

Name of person calling: \_\_\_\_\_

Phone number of person calling: \_\_\_\_\_

Nature of Failure (e.g. water main break):  
\_\_\_\_\_  
\_\_\_\_\_

Location of Failure:  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: IN THE EVENT OF ANY OF THE ABOVE FAILURES, NOTIFY THE FOLLOWING PERSONS/AGENCIES**

<b>Utilities Department</b> (during normal working hours)	Office	860-486-3119
CT Water Co. – UConn Office (during normal working hours)	Office	860-486-1081
CT Water Co. (24-7) After Hours/Emergency Telephone Number	Office	1-800-286-5700
Richard Brand, Supervisor	Cell	860-208-2718
Ernie Dore, Assistant Supervisor	Cell	860-234-2160

**WPCF**

Ken Pelzar, Supervisor (during normal working hours)	Office	860-386-4235
	Cell	860-234-2434

Tim Tussing, Manager (during normal working hours)	Office	860-486-2608
	Cell	860-234-2244

Michael Pacholski, Assistant Director (during normal working hours)	Office	860-486-0041
	Cell	860-208-0319

Eugene Roberts, Director (during normal working hours)	Office	860-486-3185
	Cell	860-208-3380

<b>DPH</b> Monday-Friday (during normal working hours)		860-509-7333
<b>CTDPH</b> All other times		860-509-8000

Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Name of person you spoke to: \_\_\_\_\_  
Title of person you spoke to: \_\_\_\_\_  
Any reference # or log entry data: \_\_\_\_\_

**UCONN Fire Department**

486-4925

Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_  
Title of person you spoke to: \_\_\_\_\_  
Any reference # or log entry data: \_\_\_\_\_

**UCONN EH&S**

Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_

Frank Labato Office 860-486-1109  
Home 860-647-7260  
Cell 860-539-5673

Cheryl Lebeau Office 860-386-6022  
Home 860-423-2217  
Cell 860-933-6108

**Water Company**

Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_

Pete Pezanko Co. Cell 860-978-6341  
Home 860-928-7466

**Town of Mansfield Health Official**

Time: \_\_\_\_\_ AM/PM Date: \_\_\_\_\_

Rob Miller Office 429-3325  
Pager 860-260-8579  
Cell 860-208-8990  
Home 860-742-2348

In the event that he cannot be contacted, the #2 contact is Jeff Polhemus

Pager 860-260-8273  
Home 860-742-6073  
Cell 860-208-9943

If any streams, rivers, ponds or other waterways are affected by any discharge of chlorinated water as determined by the responders at the scene, call the DEP at the following numbers:

Iliana Ayala 860-424-3578 Primary DEP contact  
After hours 860-424-3704 (860-424-3338 after hours dispatch)

Name of person contacted: \_\_\_\_\_ **DO NOT LEAVE A VOICE MAIL**

Water Conservation Plan for the University of Connecticut Water Systems

NEWUS will:

- A.) Verify accuracy of all production meters and prepare periodic production reports.
  - 1) Production Metering -- NEWUS will log production metering information and prepare production reports for each month, and for each quarter. Monthly reports to show total monthly production from each well and total monthly production for the entire system. Quarterly reports to show total quarterly production from each well and total quarterly production for the entire system.
  - 2) Testing/Calibration of Production Meters -- Where required, recommend installation of valves/test taps to enable field production meter accuracy testing. Once testing set up is in place, all meters will be tested for accuracy once per year, or more frequently if there are indications of possible meter inaccuracies. Any meters that do not meet minimum accuracy requirements shall be recalibrated or replaced, as needed.
  
- B.) Verify accuracy of all consumption meters and prepare periodic consumption reports.
  - 1) Consumption Metering -- Recommend that all on-campus and off-campus premises receiving service from the University's water system be properly metered. Recommend that all consumption meters be read quarterly by the University. NEWUS to obtain consumption metering information from the University and prepare quarterly consumption reports for each quarter. Since many of the consumption meters are currently read only once every 6 months, prepare 6 month consumption reports until meters are read quarterly. Quarterly (or 6 month) reports to show total consumption for the entire system for that period of time. Until all premises are metered, use estimates of consumption for all un-metered premises.
  - 2) For the first time metering of single family residential homes (approximately 100+), NEWUS will provide Water Conservation Packets for each home. These Water Conservation Packets contain low flow shower heads, toilet leak detection kits, toilet tank displacement bags to conserve on flushing, and other suggestions to help customers conserve on water usage. Since these are the homes that will be metered for the first time, it is important to provide them with conservation assistance at this time.
  - 3) Verify accuracy of certain building meters where existing meter readings are not obtainable or are of suspected accuracy.
  - 4) Recommend that the University establish a regular meter testing schedule to ensure the continuing accuracy of all consumption meters.
  
- C.) Prepare regular (quarterly or once every 6 months depending on frequency of meter readings) calculations of unaccounted for water. Unaccounted for water is equal to total production less total consumption and other known un-metered uses. The goal for un-accounted water is 15% or less of total production.

- 1) Review periodic production, consumption and unaccounted for water figures to track trends in each. Investigate any instances of unexplainable changes in production, consumption or unaccounted for water, by reviewing for meter inaccuracies or erroneous readings, known or suspected changes in un-metered water usage, surveying for possible leaks or breaks, etc.

IV. **Contract Terms and Conditions.** These terms and conditions shall remain in full effect where they are not specifically modified herein.

- A.) **Effective Date.** Both parties agree that the effective date is date of award of this Agreement.

**Term of Agreement.** The term of this agreement will be two years (2) from date of award.

(7-27-06)

**Extension.** This Agreement may be extended for an additional two one (1) year terms. This extension shall be by formal written amendment executed by both parties.

**Amendment of Agreement.** Material modification of the terms of this Agreement including, but not limited to the scope of services, the description of services, the rates for contracted services shall be by formal written amendment executed by both parties.

**Termination.** This Agreement can be terminated at any time by either party with at least sixty (60) days written notice to the other party.

- B.) **Protection of Persons and Property:**

- 1) The contractor shall take every precaution at all times for the protection of persons and property, including University employees and property as well as its own.
- 2) The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services provided under this contract.
- 3) The contractor shall continuously maintain adequate protection of all work from damage and shall protect University property from injury or loss arising in connection with this contract.

- C.) **Indemnification**

- 1) The firm agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the University may incur or sustain by reason of the failure of the firm to fully perform and comply with the terms and conditions of this contract.

**D.) Contract Termination for Cause**

The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract.

- 1) The firm shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 2) If the firm and the University reach an agreed upon solution, the firm shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 3) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by firm, the University reserves the right to terminate the agreement.
- 4) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

**E.) Responsibility of Those Performing the Work**

- 1) NEWUS shall be responsible for its actions or inactions which may result in non-compliance, and would be responsible for paying for or reimbursing the University for any civil penalties assessed for these violations from the CT DPH under the regulation (RCSA 19-13-B102, 19-13-B38a and 25-32-7a through 25-32-14) while an agreement is in force. NEWUS shall also be responsible for the acts and omissions of all the vendor's employees and all subcontractors, their agents and employees and all other persons performing any of the work pursuant to this contract.
- 2) NEWUS shall at all times enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 3) Incompetent or incorrigible employees shall be dismissed from the project by the firm when so determined by the University, and such persons shall be prohibited from returning to the project without written consent of the University.
- 4) The University reserves the right to request that employee background checks be done and provided to the University for any new or replacement employees. The University may also require the firm, at firm's sole expense, to conduct periodic background checks of assigned employees.

**F.) Payment Terms**

- 1) Terms shall be Net 45 days.

**G.) Contract Provisions by Reference**

- 1) It is mutually agreed by and between the University and NEWUS that this contract between the parties contains all specifications, terms and conditions in this proposal except as amended in the purchase order or attachments thereto.

**H.) Advertisements**

- 1) The firm agrees not to make any reference to the University of Connecticut, or any part thereof, in any advertisements, solicitations, or announcements without the expressed written consent of the University Director of Procurement and Logistical Services or his/her designee, and to grant the University of Connecticut the right to approve all such advertisements, solicitations or announcements before they are circulated.

**I.) Insurance Requirements**

- 1) The firm will be required to submit to the Purchasing Department at Storrs, Connecticut, prior to the award of the contract, a Certificate of Insurance executed by an insurance company licensed to do business in the state of Connecticut, with the following requirements and the University should be named as additional insured. The firm will maintain the following insurance during the term of the agreement
  - a) Worker's Compensation insurance in accordance with the statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University. Coverage shall include Employer's liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.
  - b) Commercial Public Liability insurance, \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobile. If vendor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned covered is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

**J.) Remedies upon Default**

- 1) In any case where the firm has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure." If after the notice the firm continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the firm.

**K.) Collection for Default**

- 1) The Attorney General shall be requested to make collection from any firm pursuant to the proceeding paragraph.

**L.) Waste Materials**

- 1) NEWUS shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.

**M.) Excise Tax**

- 1) The University of Connecticut is exempt from federal excise taxes, and no payment will be made for any taxes levied on the firm's employee's wages. The University is exempt from state and local sales and use taxes for the services and/or equipment supplied pursuant to this contract.

**N. Safety**

- 1) The equipment which the firm proposes to furnish must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government, State of Connecticut, and local jurisdiction.

**O.) Acts of Subcontractors**

- 1) No portion of the work shall be subcontracted without prior written consent of the University. In the event that the firm desires to subcontract some part of the work specified herein, the firm shall furnish the University the names, qualifications and experience of their proposed subcontractors. The firm shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with requirements of the contract.

**P.) Acts of God**

- 1) Whenever a firm's place of business, mode of delivery, or source of supply has been disrupted by strike, or act of God, or any other disruption, it shall be the firm responsibility to promptly advise the University. The University may elect to cancel all orders on file with the bidder and place said orders with another qualified firm.

**Q.) Modifications to Requirements**

- 1) It is NEWUS' responsibility to coordinate any requirements to modify standard products in order to accommodate these specifications. This shall extend to the submission of shop

drawings, samples, and the coordination of a multi-jurisdictional installation if required. Any conflicts, production difficulties or lack of sufficient information are to be brought to the University's immediate attention.

R.) **Regulatory Compliance**

- 1) It is the responsibility of NEWUS to confirm that all equipment and supplies purchased for the University meet all local and jurisdictional fire codes.

S.) **Bonding**

- 1) **Performance Bond:** NEWUS shall furnish a Surety Bond in an amount of \$432,850.00 as security for faithful performance of the contract and for payment of all persons performing labor on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the state of Connecticut and named on the current list of insurance companies acceptable for Federal Bonds as published in the "Treasury Department Circular 570," and shall meet the approval of the University. Premiums shall be paid by the firm. All bonds shall be made out to the University of Connecticut.

T.) **Amendments to Bonds**

- 1) Any changes, modifications, amendments and/or alterations to any of the required bonds shall be highlighted and the University shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the University of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future University contracts.

U.) **Power of Attorney:**

- 1) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

V.) **Contract Pricing**

- 1) Monthly fees shall remain firm for the two years of the contract. Rate increases will only be accepted if the request is effective on the third anniversary date of the contract and will only be considered:
  - a) When the University is notified of the increase a minimum of thirty (30) days prior to the effective date.
  - b) When they do not exceed the annual CPI-U rate for such services.
- 2) Any rate increases must be memorialized by formal written agreement.

**W.) Information**

- 1) The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, oft times resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Contractors are required to comply with the following rules and considerations will be required when making deliveries to any University of Connecticut campus:
  - a) Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. Pedestrians have the right of way at all times
  - b) All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
  - c) It is preferable that deliveries to any facility loading dock be made utilizing a maximum sized 24', 6-wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time.
  - d) Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

**X.) Chapter 53 Proceedings**

- 1) The contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**Y.) Governing Law**

- 1) The agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut.

Z.) **Executive Orders of the Governor**

1) Any Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2) Any Agreement is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.

3) Any Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:

a. The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.

b. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

c. The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

d. The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

e. The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

4. Any Agreement is subject to Executive Order No. 7B of Governor M. Jodi Rell, promulgated on November 16, 2005. The Parties to said Agreement, as part of the consideration hereof, agree that:

a. The State Contracting Standards Board ("the Board") may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or
- (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

b. For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

c. Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.

V. Price Consideration - First Year Expenditures of O&M Service Fee to Include

		<u>First Year</u> <u>Cost</u>	<u>Second Year</u> <u>Cost</u>
A.	Personal Services	\$242,310	\$242,310
B.	Operation Services	0	0
C.	Chemicals	32,000	32,000
D.	Insurance	5,100	5,100
E.	Supplies and Materials	5,000	5,000
F.	Residuals Disposal	0	0
G.	Preventive, Predictive & Corrective Maintenance	10,000	10,000
H.	Capital Repair and Replacement	50,000	50,000
I.	Outside Services	22,000	42,000
J.	Other Expenses	22,740	22,740
K.	Overhead and Profit	34,700	34,700
L.	Mobilization Cost (First Year Only)	9,000	0
M.	Other (Please Itemize and Describe)	<u>0</u>	<u>0</u>
<b>Total Annual Water Facilities O&amp;M Service Fee</b>		<b><u>\$432,850</u></b>	<b><u>\$443,850</u></b>

Notes:

- 1) Item L is first year costs only and has not been included in the service fee for year two.
- 2) Emergency and Non-Routine projects will be billed on a cost-plus basis.
  - a. For all projects less than or equal to \$50,000 – Cost plus 8% markup.
  - b. For all projects greater than \$50,000 – Cost plus markup to be negotiated with UConn, but will not exceed 8%.

All proposed prices shall be valid for a period of two years from the award date. Future increase will be based on the CPI-U.

**Capital Repair and Replacement:** NEWUS will pay for each occurrence of CR&R that is equal to, less than or exceeds \$3,000.00 up to an annual accumulated maximum amount of \$50,000.00. Any Capital Repair and Replacement in excess of \$3,000.00 must be approved by the University. CR&R is defined as new equipment; replacement equipment, repairs or facilities items.

VI. Severability

The parties understand and agree that if a court holds any part, term or provision of this agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and parties' rights and obligations shall be construed and enforced as if the agreement did not contain the particular invalid provision.

VII. Entire Agreement

It is mutually agreed by and between the University and NEWUS that this agreement shall create a contract between the parties thereto containing all specifications, terms and conditions. Further the parties agree that the agreement will be the complete expression of the terms and conditions hereunder, including all documents attached by reference. Any oral or written representations or understandings not incorporated in said agreement are specifically excluded.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date last entered below.

University of Connecticut

By: Sharon L. Alexander

Printed Name: Sharon L. Alexander

Title: Dir. Procurement + Log. Svcs.

Date: 7/26/06

New England Water Utility Services, Inc

By: Thomas R. Marston

Printed Name: THOMAS R. MARSTON

Title: VP - PLANNING + TREATMENT

Date: 7/25/06

Town of Mansfield  
**CONSERVATION COMMISSION**  
Meeting of 18 January 2012  
Conference B, Audrey P. Beck Building  
**(draft) MINUTES**

*Members present:* Peter Drzewiecki (from 8:07p), Neil Facchinetti, Quentin Kessel, Scott Lehmann. *Members absent:* Aline Booth (Alt.), Joan Buck (Alt.), Robert Dahn, John Silander, Frank Trainor. *Others present:* David Morse.

1. The meeting was **called to order** at 7:45p by Chair Quentin Kessel.
2. Consideration of the **minutes of the 21 December meeting** was deferred until a quorum was present. The draft minutes were approved as approved as written after Peter Drzewiecki arrived.
3. **RBC Watershed Protection Grant.** The Natchaug Steering Committee has decided that the deadline for applying to the Royal Bank of Canada (RBC) for a Leadership Grant to promote its Natchaug Conservation Action Plan is too close and will instead apply for a more modest Community Action Grant from RBC.
4. **Heidinger Letters.** After some discussion of communications from former resident Kurt Heidinger regarding UConn's status under State water law, the Commission unanimously agreed (motion: Facchinetti, Drzewiecki) to send to following comment to the Town Council:

In several recent missives to the Commission, former resident Kurt Heidinger maintains that the University does not qualify as a water company under Connecticut law and accordingly is not bound by provisions of State water law that apply to water companies, such as the Aquifer Protection statute. The Commission lacks the legal expertise to evaluate Mr. Heidinger's position. However, it believes that the University and its contractor, the Connecticut Water Company, should be covered by State laws and regulations governing protection of water supplies in Aquifer Protection Areas and by other laws and regulations intended to insure safe operations by water producers, suppliers, treatment facilities and distribution systems in the State. Accordingly, if the University and its contractor are in fact not subject to these laws and regulations, the Commission urges the Town Council to enlist the help of our local State legislators in correcting this omission.

5. **Dark Skies.** "The City Dark," a documentary film on light pollution, will be shown at 7:00p, 03 February 2012 at E.O. Smith. A favorable review of the film appears in today's *The New York Times*.

6. **Adjourned** at 8:22p.

Scott Lehmann, Secretary, 19 January 2012.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Linda Painter, Director of Planning and Development; Jennifer Kaufman, Parks Coordinator  
**Date:** January 23, 2012  
**Re:** Open Space Acquisition - Hickory Lane Lot 7 (aka Lot 19 River Ridge Estates)

---

**Subject Matter/Background**

Eileen Ossen has offered to donate property located on Hickory Lane northeast of Elizabeth Road to the Town for open space purposes. The subject property (Hickory Lane Lot 7, aka Lot 19 River Ridge Estates) was created in 1971 as part of the River Ridge Estates Subdivision. The property has remained undeveloped since the subdivision was recorded, and is located adjacent to open space dedicated to the town as part of the subdivision (see attached location map and aerial photograph).

Pursuant to the Planning, Acquisition and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements, the Town Council has scheduled a public hearing regarding this proposed acquisition for 7:30 PM on January 23, 2012. The Town Council also referred the proposed acquisition to the Planning and Zoning Commission (PZC) for review under Connecticut General Statutes Section 8-24. As explained in the attached communication, the PZC has found that the proposed acquisition of the subject property would promote Mansfield's Plan of Conservation and Development.

**Financial Impact**

The assessed value of this parcel is \$18,850 as the site is not considered to be a building lot for assessment purposes. The most recent annual tax assessment for the parcel was \$494.91.

**Legal Review**

No legal review is required at this time. If the acquisition is approved, staff will work with the Town Attorney to prepare the necessary documents for transfer of the property to Town ownership.

**Recommendation**

At Monday's meeting, the Town Council may choose to debrief the public hearing and to take action on the proposed acquisition. Unless the public hearing raises concerns that we have not contemplated, staff recommends that the Council move to acquire this parcel.

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

*Resolved, to accept the donation of Hickory Lane Lot 7, aka Lot 19 River Ridge Estates from Ms. Eileen Ossen and to authorize the Town Manager to execute any necessary agreements or paperwork necessary to acquire the subject parcel.*

**Attachments**

- 1) PZC response to CGS §8-24 referral
- 2) Location map
- 3) Aerial Photograph



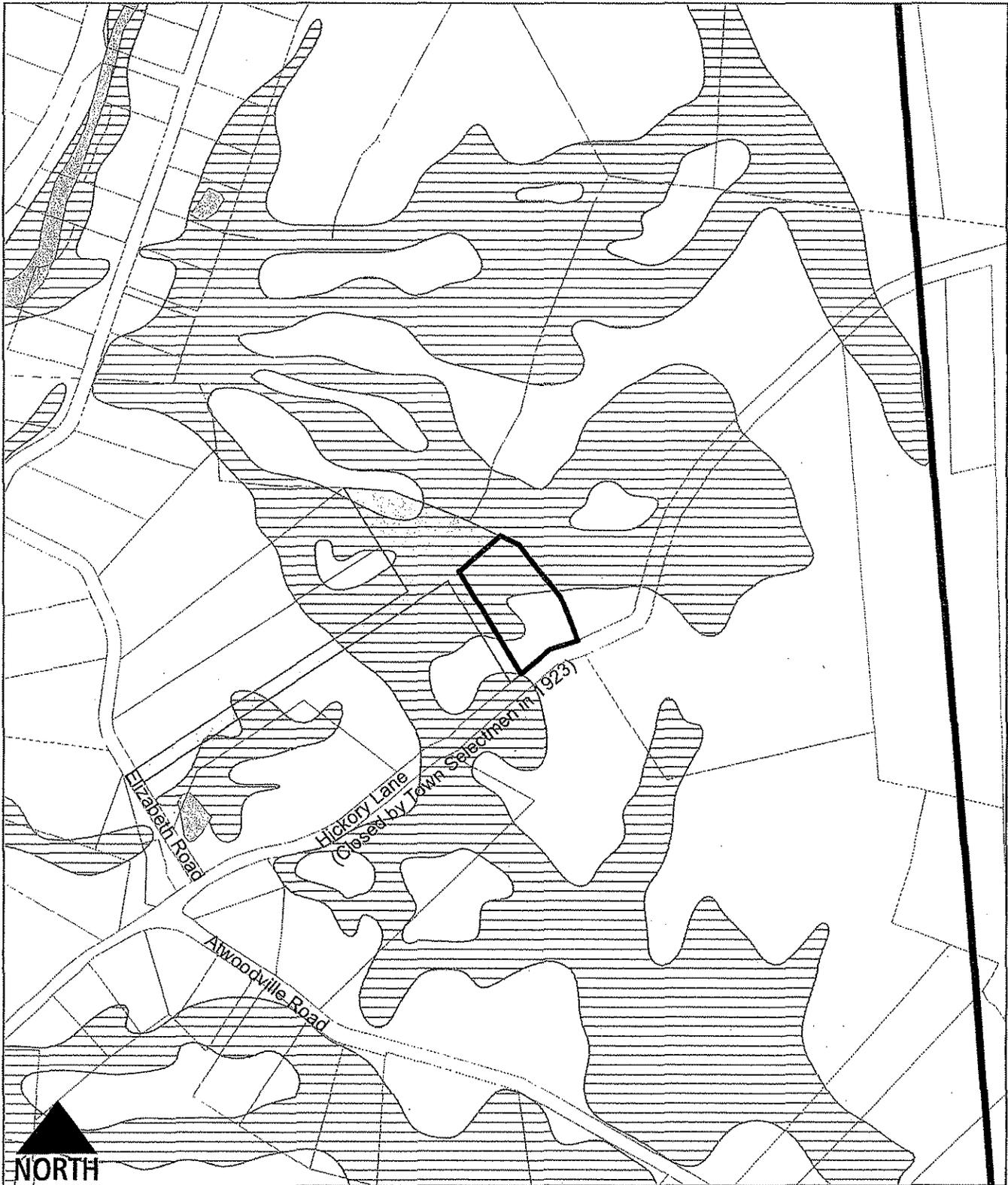
**PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD**

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CONNECTICUT 06268  
(860) 429-3330

To: Town Council  
From: Planning and Zoning Commission  
Date: Tuesday, January 17, 2012  
Re: 8-24 Referral: Hickory Lane, Ossen Property

At a meeting held on 1/17/12, the Mansfield Planning and Zoning Commission adopted the following motion:

“that the PZC notify the Town Council that the proposed acquisition of the Ossen Property would promote Mansfield’s Plan of Conservation and Development through protection of interior forest and improved access to existing preserved open space.”



**Legend**

-  **Town Boundary**
-  **Hickory Lane-Lot 7**
-  **Wetlands**
-  **Open Space**
- Property Size: 2.8 Acres**
- Zoning: RAR-90**



**Legend**

-  Hickory Lane-Lot 7
-  Town

Open Space



**PAGE  
BREAK**



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant to Town Manager  
**Date:** January 23, 2012  
**Re:** Amendments to Town of Mansfield Personnel Rules

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**Subject Matter/Background**

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. The Personnel Rules and subsequent amendments have been authorized by the Town Council.

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. At their January 17, 2012 meeting, the Personnel Committee unanimously agreed to remove section 1.3 and Exhibit A (from the draft version) and submit the Rules to Council. Section 1.3 read, "Please refer to the Town's sexual harassment policy, attached as Exhibit A of these Rules." The Town does have a policy on the prevention of sexual harassment (included in a broader anti-harassment policy). Staff is revising this human resources policy and we plan to seek input from the Personnel Committee prior to issuing the policy. (The Town's various human resources policies are issued by me in my role as Town Manager.)

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)

- Adding a new separation leave to clarify that an employee in this status is not eligible to continue to accrue leave
- Otherwise clarify that an employee on any type of leave that exceeds three months is 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 January 23, 2012, to adopt the Personnel Rules as presented by staff and endorsed by the Personnel Committee.*

### **Attachments**

- 1) Recommended revisions to the Personnel Rules, dated January 23, 2012
- 2) "Marked" version of the Personnel Rules

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  
January 23, 2012

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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.

## 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 1<sup>st</sup> 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 <sup>1</sup> 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.

□

<sup>1</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> for retirees enrolled in a PPO, POE plan, or their substantial equivalent and on or around January 1<sup>st</sup> 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 1<sup>st</sup>. 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 1<sup>st</sup>. 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 1<sup>st</sup>. 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  
PERSONNEL RULES

Adopted: July 31, 1972  
Revised: March 6, 1978  
June 11, 1979  
December 10, 1979  
November 25, 1985  
May 22, 1989  
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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. ~~CLASS SPECIFICATION~~ 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. 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.
14. 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.
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.

~~PERMANENT EMPLOYEE means an 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 the Town Charter.~~

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 disorder-disability, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

- 1.3 ~~The Town of Mansfield reserves the right to amend and/or revise these Rules at its discretion.~~  
~~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:

~~"The manager shall also cause to be prepared a set of personnel rules which shall provide, among other things, for the methods of holding competitive examinations, administration of the classification plan, probationary periods of employment, hours of work, vacations, sick leaves and other leaves of absence, removals and such other rules as may be necessary to provide an adequate and systematic procedure for the handling of the personnel affairs of the Town." (Section 702 d)~~

"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  
~~The director of health~~
- 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 federal work study programs
  - i. Persons employed by non-profit entities and government agencies other than the Town  
  
~~Persons doing workfare in conjunction with the general assistance regulations~~
  - 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, ~~with the concurrence of Council,~~ 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 ~~603n~~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. ~~This authority may not be redelegated by department heads.~~
- 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.

~~Emergencies. In an emergency, the town manager shall have the power to make decisions not specifically covered by these rules or the Town Charter. Such action shall be reported to the Council as soon as possible, but not later than its next regular meeting.~~

- 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. ~~being filed 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 ~~specifications~~ shall be prepared for each class. Each job description ~~class specification~~ 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 ~~resolution~~ of 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 who considers his/her position improperly classified shall first submit a written request for reclassification to his/her department head for review. If the department head finds that there is merit in the request, the recommendation shall immediately be transmitted to the town manager. If the department head finds that the request is not justified, the employee shall be so advised, and the employee's right to appeal under the grievance procedure of Chapter 12 shall be made clear.~~

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 10% 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 10% 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 to 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 ~~approximately once every year~~ 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.  
~~Annual longevity payments shall be based on the following schedule:~~

<del>Continuous Full-Time Service</del>	<del>Annual Payment</del>
<del>6 years but less than 10</del>	<del>\$475</del>
<del>10 years but less than 15</del>	<del>\$550</del>
<del>15 years but less than 20</del>	<del>\$650</del>
<del>20 years or more</del>	<del>\$800</del>

- b. Payment. Longevity pay shall be earned on the Sunday following the employee's full-time anniversary hiring date ~~and paid the employee on the pay day following the pay period in which the longevity is reached~~ 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 for each group, 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 occur the Sunday following the effective date of the change be made as of the effective date of the change.

~~Compensation for Board or Commission Clerical Work. Employees who work a 35 hour week and who are authorized to do clerical or secretarial work after regular hours for any Town board, commission or committee shall be compensated at their regular rate for hours up to and including 40. They shall be compensated at a rate one and one half times their regular hourly rate for the actual hours over 40 worked in any one week, but not less than three hours for the first three hours or any part thereof. The rate shall be twice the regular rate for all work on Sunday. Transcription of minutes shall be done during regular working hours. All such work performed under this section shall be counted as time worked in the computation of overtime.~~

- 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 with the approval of the Town Council.

## 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 temporary employees shall be:

~~(1) A total of 40 hours, consisting of five (5) work days of eight (8) hours each for employees in the labor and trades group of the Department of Public Works.~~

~~(2) An annual average total of 40 hours per week for uniformed employees of the Department of Public Safety.~~

~~(3) A total of 40 hours per week for the Assistant Maintenance Director, the Superintendent of Public Works, and the Animal Control Officer.~~

~~(4) A total of 35 hours consisting of five (5) work days of seven (7) hours each for all other employees.~~

(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.

~~The normal work day for full time regular and temporary employees shall be:~~

~~(1) Labor & Trades: 7:00 a.m. until 3:30 p.m., with one-half hour for lunch. Said hours may change with mutual agreement of Town and Union.~~

~~(2) 35 hour Work Week Employees: Town Hall, 8:30 a.m. to 4:30 p.m.; Garage, 8:00 a.m. to 4:00 p.m., with one hour for lunch in both instances.~~

~~(3) Where service to the public is required on a basis other than the above (seasonal, 24 hour, varied), work schedules shall be prepared by the relevant department head with the approval of 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. ~~Overtime shall be compensated only when properly authorized as prescribed by the town manager.~~ 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 supervisory 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.

~~Supervisory personnel will accrue compensatory time after working 40 hours in any week, while professional and administrative personnel will accrue compensatory time after working 37 hours in any one week. (See 6.2.e)~~

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.

~~When a full time non exempt employee is required to work in excess of the normal work week as described in Section 6.1.a, he/she will receive payment as stipulated in the applicable collective bargaining agreement.~~

~~Notwithstanding the above, employees authorized to do clerical or secretarial work after regular hours for any Town board, commission or committee shall be compensated consistent with Chapter 5.10 of these rules.~~

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, ~~and must be taken in the same week in which the overtime was worked.~~

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. Supervisory personnel will accrue compensatory time after working 40 hours in any one week. Professional and administrative employees will accrue compensatory time after working 37 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.~~ 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 1<sup>st</sup> 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 ~~to be made known by posting announcements of such vacancies on official bulletin boards, in newspapers and other publications, and in such places as the town manager deems advisable~~ 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 at ~~any time only~~ for posted vacancies. Each candidate for municipal employment shall ~~make application on the standard form prescribed and provided by the town manager~~ 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. ~~Such information may be required as is deemed necessary in order to judge the applicant's fitness for service in the Town.~~ Applications shall not be returned to the applicant, but will remain on file for ~~six (6) months, after which they may be destroyed~~ 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; ~~is addicted to the habitual excessive use of drugs or intoxicants;~~ 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. ~~While vacancies in higher positions shall, as far as practicable, be filled by promotion from lower positions, the town manager may direct that such positions shall be filled by competitive tests open not only to members of the classified service but also to all other qualified persons.~~
- 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 fitness. 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 such advisory committee 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 one shall be a supervisory or management 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. ~~The top three applicants shall be certified to the appointing authority and appointment shall normally be made from these top three persons.~~ 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 ~~written request to do so within seven (7) days of receiving their test scores. The Town will schedule such review within thirty (30) calendar days of receiving a candidate's written request .~~ 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 ~~annual~~-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 ~~420~~-180 calendar days.

## Chapter 8

### PROBATIONARY PERIOD

- 8.1 ~~Objective 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 working test indicates that such~~ 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 take effect after an initial waiting period as determined by the Town's insurance carriers~~ 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. ~~No supervisor shall deny an employee permission to apply for a promotion opportunity in any Town office or department.~~ 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.

~~Re-Employment Policy. Permanent employees with a satisfactory employment record who are separated from the service through no fault of their own shall be placed on appropriate re-employment lists in the order to be determined by the town manager.~~

~~Permanent employees who have a satisfactory service record may request that their resignation be withdrawn. Such request must be made in writing and within one year from the effective date of their resignation. Their names will then be placed on appropriate lists providing for consideration for re-employment in the same or comparable classification to the one resigned. The ranking of such employees on the list will be based on the same factors used for employees separated from the service. The eligibility of all candidates on re-employment lists will expire one year from the date on which they became entitled to the re-employment rights.~~

## Chapter 10

### LEAVE

10.1 General Policy. Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. ~~The provisions of this chapter are applicable only to non bargaining unit employees. Union employees will find their leaves stipulated in their bargaining agreement.~~ 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 Injury 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. ~~For all leave (other than holiday, sick, injury and bereavement leave,) a written request on forms prescribed by the town manager indicating the kind of leave, duration, and dates of departure and return must be approved by the town manager prior to the taking of 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.

~~Holiday for Regular Part Time Employees. Part time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for holiday leave. Part time employees whose normal work week is twenty (20) hours or more shall be paid on a pro rata basis according to the hours worked during their normal work week.~~

~~Holiday for Temporary Full Time Employees. Temporary full time employees, except those in the Recreation Department, shall receive holiday leave with pay.~~

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.

~~Regular employees whose normal work week is 35 hours or more and who have completed six months employment are eligible for vacation leave as follows.~~

<del>Length of Continuous Service</del>	<del>Earned Vacation Leave</del>
<del>Six months</del>	<del>5 days (5/6 per mo.)</del>
<del>1 year up to but not including 5 years</del>	<del>10 days (5/6 per mo.)</del>
<del>5 years up to but not including 10 years</del>	<del>15 days (1 1/4 per mo.)</del>
<del>10 years and over</del>	<del>20 days (1 2/3 per mo.)</del>

~~Vacation leave shall be accrued on a monthly pro rata basis, based on the annual earned vacation leave.~~

~~Vacation leave earned in any month of service may be used in any subsequent month.~~

~~Vacation for Regular Part Time Employees. Regular part time employees who are scheduled to work less than twenty (20) hours per week shall not receive vacation leave. Regular part time employees whose normal work~~

~~week is twenty hours or more shall receive vacation leave in proportion to their normal work week.~~

~~Vacation Scheduling. To apply for vacation leave, employees shall submit a Request For Leave form to their department head (see Section 10.3). Vacations shall be scheduled by each department head in accordance with departmental requirements giving preference to employee choice according to seniority.~~

<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 <sup>1</sup> 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 ~~4 1/4 days per month~~. 8.75 hours per month for thirty-five

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<sup>1</sup> Also includes department heads as noted in 10.5b(1).

(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.
- (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 1<sup>st</sup> 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 15<sup>th</sup> 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. ~~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, up to a maximum of thirty (30) days. The maximum number of days must be at the prescribed limit on November first of each year. Any excess accumulated vacation time will be deducted on November first. Upon termination, the employee will be paid for no more than the maximum vacation time allowed.~~
- 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.

~~Break in Service. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees. Special provisions covering employees serving in the military are contained in Section 10.12.d.~~

~~Transfers. An employee who is transferred between departments shall retain all accrued vacation credit.~~

- 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. An employee may take vacation leave beyond the amount earned only in the most unusual cases. Requests for advanced vacation must be submitted by the department head to the town manager in writing, and 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 credit taken. Forms are available in the town manager's office.~~
- 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. Observed holidays established by these rules shall not be considered in the computation of vacation credit or as part of the vacation leave.~~

~~Use of Vacation Credit. An employee may take earned vacation leave with proper authorization except that no employee may take vacation leave of less than one half the normal work day. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the town manager.~~

- 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 his/her department head 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.

~~Payment of Earned Leave Time Upon Separation. Employees who separate from Town service in good standing shall receive payment for their accumulated vacation days, however the maximum allowed is one year's vacation time plus five (5) days, subject to deduction for any indebtedness pursuant to Section 11.2.~~

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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

~~Sick Leave. Regular employees whose normal work week is thirty five (35) hours or more shall be eligible for sick leave with pay at a rate of fifteen (15) days per year. All full time and eligible part time regular employees shall earn sick leave credit with pay at the rate of 1 1/4 working days for each month of continuous service. Sick leave earned in any month of service may be used in any subsequent month.~~

~~Regular part time employees whose normal work week is twenty (20) hours or more shall earn sick leave on a pro-rata basis, according to the hours worked during their normal work week. Part time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.~~

~~Sick leave may be accrued up to a maximum of 200 days. Employees who have accrued the maximum of 200 days shall have their sick days deducted from the days they would have earned in that fiscal year had~~

~~they not been at the maximum. After utilizing the available excess days, any other sick leave shall be deducted from their 200 days.~~

~~Sick leave may be utilized in no less than one quarter day intervals.~~

~~a. Use of Sick Leave. Sick leave may be allowed by the department head for the following purposes:~~

~~(1) Personal illness, physical incapacity or non-compensable bodily injury or disease, and disability due to pregnancy and/or childbirth.~~

~~(2) Enforced quarantine in accordance with public health regulations.~~

~~(3) To meet medical and dental appointments in excess of two hour's duration when an employee has made reasonable effort to secure appointments outside of normal working hours and provided the department head 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.~~

~~b. 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. 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.~~

~~c. Payment for Accumulated Sick Leave Upon Termination. If an employee leaves Town employment for any reason other than termination for just cause or retirement, s/he will receive a lump sum payment for 1/2 of his/her accumulated sick leave, not to exceed a total of 80 days.~~

~~e. Payment for Accumulated Sick Leave Upon Retirement. When an employee voluntarily retires under the provisions of the Town's retirement system, s/he shall be paid for one half of his/her accumulated sick leave, not to exceed a total of eighty (80) days.~~

~~f. Payment for Accumulated Sick Leave Upon Death. When an employee dies while in the employ of the Town of Mansfield, his/her estate shall be paid for one half of his/her accumulated sick leave, not to exceed a total of one hundred (100) days.~~

~~g. Extended Sick Leave. Any permanent employee with a minimum of two year's service who is sick or injured (non-occupational) and who is absent from work as a result of such illness or injury may request in writing and be granted a leave of absence without pay upon written approval of the town manager. Said unpaid leave of absence shall not exceed 180 calendar days. However, a written request for a 180 calendar day extension may be filed with the town manager during the original 180 calendar day period.~~

~~Such leaves will not be unreasonably denied. The period of said unpaid leave of absence shall not be considered as time worked. The Town will continue to make payments on behalf of the employee in group membership insurance programs and the employee will continue to accrue seniority during the approved leave of absence. However, the employee will not be entitled during the leave of absence to any contractual or other benefits provided by the Town which are not enumerated above.~~

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.

~~Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given 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.~~

~~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 on an Employee's First Report of Work Injury form to the Director of Finance. Receipt of this report and a doctor's disability certificate shall be a condition of payment of injury leave benefits.~~

~~b. Payments. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. All payments while on injury 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 under injury leave shall not be charged to vacation or sick leave accruals.~~

~~(1) In the case of injuries causing temporary disability and for absences of three days or less, 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. For periods in excess of three days but not exceeding six months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence.~~

~~During this six month period, the employee will accrue sick and vacation benefits as though s/he had been on the job. Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town will pay the same proportion of the employee's insurance that it would have paid during this six month period had the employee been on the job.~~

~~(2) In the event of permanent total disability resulting from an accident occurring on the job, supplemental payments shall be made for a period not to exceed six months.~~

~~(3) A leave of absence without pay may be granted for an additional six months by the town manager. However, any employee who is unable to resume his/her regular duties following an absence of one year shall be terminated from employment with 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. ~~Each regular full time and regular part time employee whose normal work week is twenty (20) hours or more shall be eligible for bereavement leave. In the event of a death in the immediate family, employees will be entitled to three (3) days paid leave.~~

~~Immediate family includes only spouse, children, step children, mother, father, brother, sister, mother in law, father in law, brother in law, sister in law, daughter in law, son in law, grandparents, grandchildren, great grandparents, and any other relative domiciled in the employee's household.~~

~~If the funeral of a member of the immediate family takes place further than 100 miles from the employee's residence, s/he shall be granted an additional consecutive workday off with pay.~~

- 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.

~~Family Leave. Eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one year period in the event of the birth or adoption of a child, or serious illness of a child, spouse or parent, 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 1,000 or more hours in the 12 month period preceding the first day of leave.~~

~~Upon expiration of the leave of absence, the employee may return to his or her original or an equivalent job with equivalent pay and all accumulated seniority, retirement, fringe benefits and other service credits accrued as of the commencement of the leave. In the case of a medical leave, if the employee is medically unable to perform his or her original job upon the expiration of the leave, the Town will transfer the employee to another position suitable to his or her physical condition, provided that such a position is available.~~

~~An employee shall be required to use paid leave except for vacation leave prior to unpaid leave. For the first three months after returning from an unpaid leave the employee cannot use vacation leave without permission of the town manager who shall not unreasonably deny such a request.~~

~~Except in unusual circumstances eligible employees must submit a written request for such unpaid leave at least two weeks in advance of the commencement of such leave to the town manager. Also, eligible employees must provide the Town with written certification from the physician or health care provider of the employee, child, spouse or parent of the nature of such illness and its probable duration. Upon the request of the Town, the eligible employee requesting a medical leave of absence~~

~~shall submit himself or herself to examination by a physician selected and paid for by the Town.~~

~~Any eligible employee who takes a leave of absence shall provide the Town with at least two weeks' advance notification of the date he or she intends to return to work.~~

~~The Town will continue to pay its portion of the costs of group insurance which the employee is otherwise eligible to receive during this period of unpaid leave.~~

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 ~~A regular employee~~ 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 ~~A regular employee~~ 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.

~~Any regular employee participating in required field training in the Federal Reserve or National Guard shall be entitled to be absent from his/her Town duties while engaged in such training. Such employee shall not be subjected to any loss or reduction of vacation or holiday privileges. The period of absence in any calendar year shall not exceed thirty (30) days.~~

~~During this period, the compensation paid to the employee for such leave of absence shall be the difference between the compensation for his/her military service as evidenced by an official military statement listing rank, pay and allowances, and the amount of salary or wages due as an employee of the Town. If the compensation for military service is equal to or greater than the salary or wages due as a Town employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for insurance purposes shall be paid by the Town during such leave.~~

~~An employee participating in such reserve military training shall give his/her department head sufficient advance notice and shall provide a copy of his/her military orders. Regular full time employees who are drafted or enlist in the armed services shall be granted leave in accordance with applicable state and federal laws.~~

- 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.

~~Regular non-union Town employees who have completed their probationary period may request, and department heads may grant,~~

~~up to a maximum of three personal leave days per year with pay for good and sufficient personal reasons.~~

~~Personal leave may be used in no less than one quarter day intervals.~~

- 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 ~~temporary~~ 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. ~~Except as otherwise provided in these Rules, the tenure of an employee shall continue during good behavior and the satisfactory performance of assigned duties.~~ 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, shall determine whether lay-offs are necessary.~~ 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.

~~Order of Lay-off. When a position must be discontinued or abolished because of a change in duties, reorganization, lack of work, or lack of funds, if it is determined that lay-offs are necessary, employees will be laid off in the following order.~~

~~(a) Temporary and seasonal employees within the affected classification~~

~~(b) Probationary employees within the affected classification~~

~~(c) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.~~

~~(2) Notice of Lay off. Regular employees subject to lay off shall be notified in writing four (4) calendar weeks prior to the effective date, but in an emergency, no less than two (2) calendar weeks.~~

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;

~~absence of more than six (6) months, except in the case of leave approved under Section 10.6.f or Section 10.12.a;~~

(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. ~~Oral Reprimand~~ If at any time performance, attitude, work habits, or personal conduct fall below a desirable level, the supervisor ~~shall inform~~ informs the employee promptly and specifically of such lapses and give counsel and assistance.

b. Written Warning ~~Reprimand~~. In situations where ~~an oral warning~~ a counseling and/or verbal warning has not resulted in expected improvements or where more severe initial action is warranted, a written ~~reprimand shall be~~ 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) ~~Fraudulently obtaining~~ 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 for ~~personal advantage~~ 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 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.~~

~~b. Step Two. 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.~~

~~c. Step Three. 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.~~

~~(2) 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.~~

~~d. This procedure applies to all grievances or complaints that an employee may have that allege 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.~~

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.

~~An employee may engage in additional employment upon proper notification and approval by the town manager. Approval shall be granted unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the town manager. Upon notification in writing by the town manager, such outside employment shall be terminated if it is disadvantageous to the Town.~~

- ~~a. 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.~~
- ~~b. Preference of Town Employment. Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her assigned Town duties first.~~

- 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.

~~All employees of the Town shall be able to exercise their rights as citizens consistent with Section 7-421 of the Connecticut General Statutes.~~

- 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 will serve as the basis for merit increases 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. ~~Approved educational and training programs will be reimbursed at 90% of cost to a maximum of \$750 per employee per year. The town manager may waive this maximum when there are uncommitted funds left after approved applications have been reimbursed.~~

- b. Reimbursable costs include tuition, required course fees ~~workbooks and text books~~ 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 eligible 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.
- ~~Regular employees who have completed six months employment working twenty (20) or more hours per week are eligible to enroll in the Town's Deferred Compensation Plan of the ICMA Retirement Corporation. This benefit is available at each employee's option but the Town will not contribute to the plan.~~
- 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 1<sup>st</sup> 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

- ~~16.1 Types of Group Insurance. The Town will provide group insurance benefits, including hospital, medical/surgical, major medical and life insurance. Full details of the plans will be found in the appropriate insurance contract in force. The town manager shall have available for examination these contracts for employees and/or their representatives.~~
- ~~16.2 Eligibility. All employees who work twenty (20) or more hours per week are eligible to subscribe to the Town's insurance plan upon appointment.~~
- ~~16.3 Enrollment. Enrollment in the Town's insurance plans shall be open to all eligible employees and their families.~~
- ~~16.4 Payment of Premiums. The Town shall pay that portion of the premium so designated by the bargaining agreement, or, in the case of non-union employees, the portion of the premium designated by the Town Council.~~
- ~~16.5 Insurance for Retirees. Employees who retire from service with the Town of Mansfield shall be eligible to continue their insurance coverages at the group rate, however the premiums will be at their own expense. This insurance may be subject to certain restrictions which are set by the insurance carrier.~~
- ~~16.6 Employee Assistance Program. This program is designed to offer employees and their families confidential counseling for personal problems that may be affecting job performance. Early intervention and treatment is available through a referral system. Initial evaluation to determine need will be paid for through the Employee Assistance Program. Cost of actual treatment is the responsibility of each employee, but is generally covered by medical insurance.~~
- ~~16.7 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.~~

## 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 1<sup>st</sup> for retirees enrolled in a PPO, POE plan, or their substantial equivalent and on or around January 1<sup>st</sup> 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 1<sup>st</sup>. 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 1<sup>st</sup>. 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 1<sup>st</sup>. 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 director 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.
- ~~Sick Leave Records. All sick leave shall be recorded in the attendance records of the town manager. Such records shall reflect the current amount of accumulated sick leave, the amount and date when the sick leave was taken, and the current balance available to each employee.~~
- 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. ~~Records of all leaves of absence (see Chapter 10) other than sick time shall be maintained in the attendance records of the department head and in the records of the town manager.~~
- 17.5 Schedules of Compensation. The town manager finance director 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.

~~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 1-20a.~~

- 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.

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development; Jennifer Kaufman, Parks Coordinator  
**Date:** January 23, 2012  
**Re:** Hawthorne Lane Conservation Easement Amendment

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**Subject Matter/Background**

Property owners on Hawthorne Lane are requesting that the existing conservation easement be amended to release approximately 0.32 acres located on the west side of the cul-de-sac from the easement and add approximately 0.64 acres located along the northern property lines of two lots to the easement. The purpose of the request is to facilitate the relocation of the existing Connecticut Light and Power transmission lines to the south, away from the existing homes.

If the Connecticut Siting Council approves the proposed Interstate Reliability Project in its current form, a new transmission line will be constructed to the north of the existing line. Currently, the CL&P right-of-way extends across the front yards of the homes on Hawthorne Lane. Installation of the new line would require that the existing treed buffer between the homes and the transmission lines be removed. The property owners have been working with CL&P on an alternative that would shift the existing transmission line to the south, allowing construction of the new line in the area that is already cleared. However, a portion of the existing conservation easement area would need to have vegetation cleared to facilitate this shift.

Recognizing the impact the shift would have on the existing conservation area, the property owners have offered to expand the northern section of the conservation easement in exchange for release of the area needed to facilitate the CL&P transmission line shift. The proposed expansion of the easement would be twice the size of the area to be released, providing a clear benefit to the Town as is required under the 'Sale of Town-owned Properties' section of the Planning, Acquisition and Management Guidelines.

On January 3, 2012, the Planning and Zoning Commission recommended that the Town Council amend the existing Hawthorne Lane Conservation easement to release approximately 0.32 acres located west of the cul-de-sac and add approximately 0.64 acres located along the northern boundary of the properties at 21 and 25 Hawthorne Lane. The Commission further recommended that the change to the easement be contingent upon Connecticut Siting Council approval of the transmission line route proposed as part of the Interstate Reliability Project and specifically the Hawthorne Lane alternative. The Conservation Commission reviewed the request at its December 21, 2011 meeting and also recommended approval of the change to the easement. The Open Space Preservation Committee will be reviewing the request at its January 24, 2012 meeting.

Pursuant to the Planning, Acquisition and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements, a public hearing is required for the release or transfer of any conservation restriction. As part of the public hearing process, neighboring property owners will be notified.

#### **Financial Impact**

No financial impacts are anticipated from this easement amendment.

#### **Legal Review**

The Town Attorney has been working with staff on the proposed easement amendment and will review the official documents when they are received from the property owners.

#### **Recommendation**

In accordance with the Planning, Acquisition and Management Guidelines, staff recommends that the Council schedule a Public Hearing for February 13, 2012 to receive public comment regarding the proposed change to the Hawthorne Lane conservation easement. Notice of the public hearing will be provided to neighboring property owners.

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

*Move, to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on February 13, 2012, to solicit public comment regarding the proposed modification to the Hawthorne Lane conservation easement.*

#### **Attachments**

- 1) Map depicting area to be released and area to be added to the conservation easement
- 2) January 3, 2012 Planning and Zoning Commission minutes
- 3) December 21, 2012 Conservation Commission minutes
- 4) W. Hawthorne re: Hawthorne Lane Interstate Alternative Reliability Project

# Hawthorne Lane Conservation Easement Changes

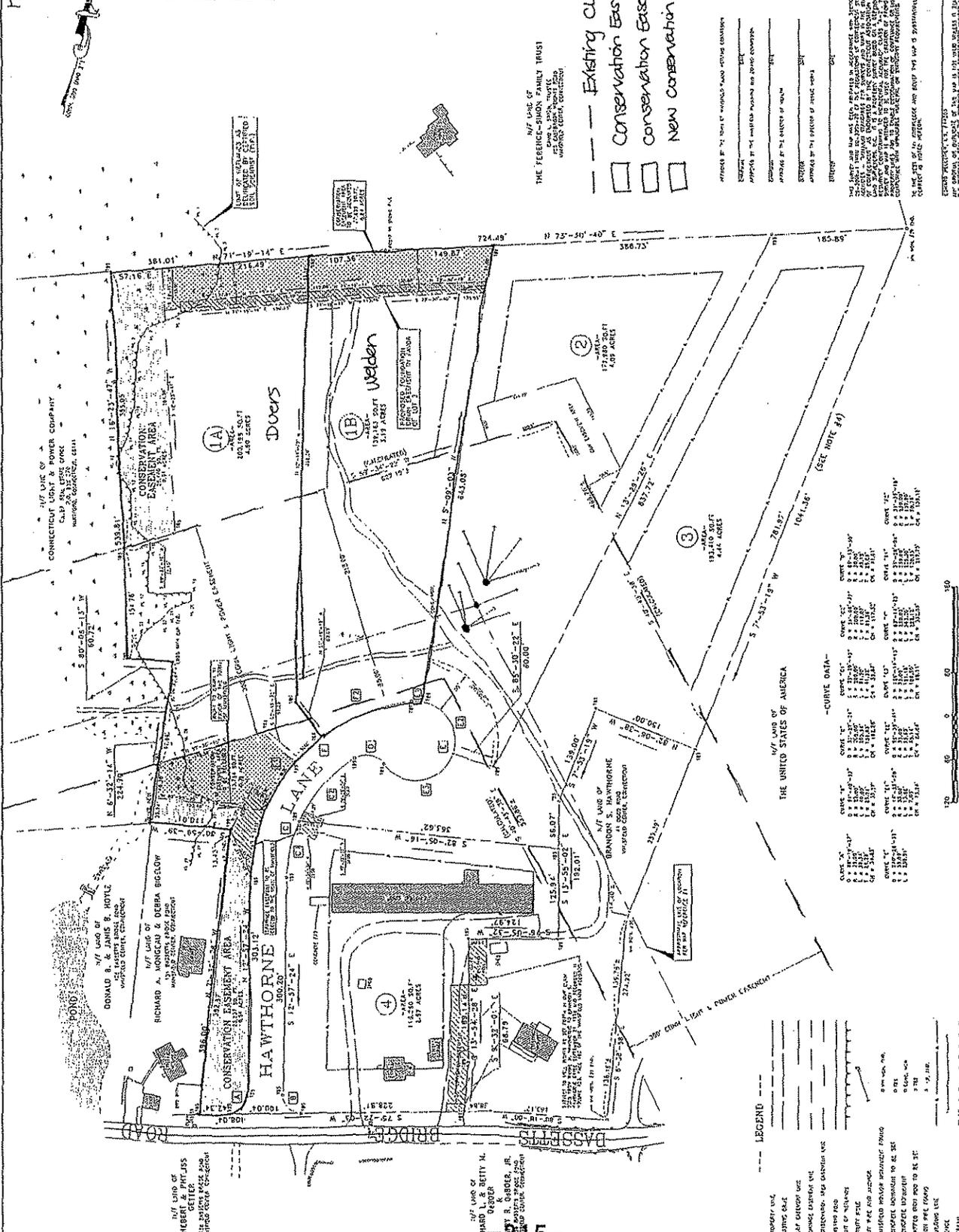


### NOTES:

1. PROPERTY OWNERS, SURVEYORS AND THE CONSERVATION EASEMENT HOLDER SHALL HAVE ACCESS TO ALL RECORDS AND MAPS ON FILE AT THE RECORDING OFFICE.
2. PROPERTY LINES AND THE BOUNDARIES OF THE CONSERVATION EASEMENT SHALL BE DETERMINED BY THE SURVEYOR'S FIELD MEASUREMENTS AND THE RECORDING OFFICE'S RECORDS.
3. THE CONSERVATION EASEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE CONSERVATION EASEMENT AGREEMENT.
4. THE CONSERVATION EASEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE CONSERVATION EASEMENT AGREEMENT.
5. THE CONSERVATION EASEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE CONSERVATION EASEMENT AGREEMENT.

### REFERENCE MADE TO THE FOLLOWING MAPS:

1. PROPERTY MAPS AND RECORDS FOR THE CONSERVATION EASEMENT AREA.
2. PROPERTY MAPS AND RECORDS FOR THE CONSERVATION EASEMENT AREA.
3. PROPERTY MAPS AND RECORDS FOR THE CONSERVATION EASEMENT AREA.
4. PROPERTY MAPS AND RECORDS FOR THE CONSERVATION EASEMENT AREA.
5. PROPERTY MAPS AND RECORDS FOR THE CONSERVATION EASEMENT AREA.



1/27 USE OF THE FERRIS-SHON FAMILY TRUST

- Existing CLIP ROW
- Conservation Easement to Remain
- Conservation Easement to be Released
- New Conservation Easement Area

**CONSERVATION EASEMENT MODIFICATION PLAN**  
 HAWTHORNE PARK  
 BASSETT'S BRIDGE ROAD  
 HARTFORD, CONNECTICUT  
 DATE: JANUARY 3, 2012  
 SCALE: 1" = 60'



**ENGINEERING & SURVEYING, LLC**  
 132 CONARTVILLE ROAD  
 HARTFORD, CT 06250  
 TEL: (860) 484-1337 FAX: (860) 484-1410  
 JOB NO. 001822  
 CADDWORKER: P.

**LEGEND**

PROPERTY LINE	--- CURVE DATA ---
CLIP ROW	--- CLIP ROW ---
CONSERVATION EASEMENT	--- CONSERVATION EASEMENT ---
CONSERVATION EASEMENT TO BE RELEASED	--- CONSERVATION EASEMENT TO BE RELEASED ---
NEW CONSERVATION EASEMENT AREA	--- NEW CONSERVATION EASEMENT AREA ---
EXISTING CLIP ROW	--- EXISTING CLIP ROW ---
PROPERTY MAP	--- PROPERTY MAP ---
CONSERVATION EASEMENT	--- CONSERVATION EASEMENT ---
CONSERVATION EASEMENT TO BE RELEASED	--- CONSERVATION EASEMENT TO BE RELEASED ---
NEW CONSERVATION EASEMENT AREA	--- NEW CONSERVATION EASEMENT AREA ---
EXISTING CLIP ROW	--- EXISTING CLIP ROW ---
PROPERTY MAP	--- PROPERTY MAP ---

SCALE: 1" = 60'

**DRAFT MINUTES**  
**MANSFIELD PLANNING AND ZONING COMMISSION**  
Regular Meeting  
Tuesday, January 3, 2012  
Council Chamber, Audrey P. Beck Municipal Building

Members present: J. Goodwin (Chairman), M. Beal, R. Hall, K. Holt, G. Lewis, P. Plante, K. Rawn, B. Ryan  
Members absent: B. Pociask  
Alternates present: B. Chandy, V. Ward  
Staff Present: Linda M. Painter, Director of Planning and Development  
Curt Hirsch, Zoning Agent

Chairman Goodwin called the meeting to order at 8:05 p.m. and appointed alternate Chandy to act in Pociask's absence.

**Minutes:**

December 19, 2011 Meeting: Hall MOVED, Ryan seconded, to approve the 12/19/11 Meeting minutes as written. MOTION PASSED UNANIMOUSLY. Lewis noted for the record that he listened to the recording of the meeting.

**Zoning Agents Report:**

Hirsch stated he sent out renewal forms to all those registered as having Home Occupations and Efficiency Units.

**Public Hearing:**

**Special Permit Application for Fill, 28 Old Kent Road, J. James owner/applicant, PZC File #1306**

Chairman Goodwin opened the Public Hearing at 8:10 p.m. Members present were Goodwin, Beal, Hall, Holt, Lewis, Plante, Rawn, Ryan and alternates Chandy and Ward. Alternate Chandy was appointed to act.

L. Painter, Director of Planning and Development, read the Legal Notice as it appeared in the Chronicle on 12/20/11 and 12/28/11 and noted the following communications received and distributed to members: a 12-29-11 memo from G. Meitzler, Assistant Town Engineer; a 12-29-11 memo from L. Painter, Director of Planning and Development; and a 1-3-12 letter from R. Meduna, 13 Thornbush Road.

Attorney Samuel Schrage, representing the applicant, presented background history on the property and the reason for the application.

Attorney Steven Basche, representing Douglas and Linda Rasicot, property abutters, opposed both the application and the request for waivers from application requirements. He discussed the background history on the property and submitted photos of the site before, after and during the work that was done by the applicant. He also submitted the following: an 11/8/2006 report written to the Director of Public Works from Eric R. Peterson, P.E., of Gardner and Peterson Associates, LLC; a 9/8/10 Temporary Agreement, and a petition signed by neighboring property owners.

After hearing extensive discussion from both attorneys and Mr. Rasicot, Goodwin noted for the record that there were no comments from the public. Plante MOVED, Beal seconded, to close the Public Hearing at 8:55 p.m. MOTION PASSED UNANIMOUSLY.

**Public Hearing:**

**Special Permit Application, Addition to Eastbrook Mall & Freestanding Building, 95 Storrs Road New England Design/applicant, PZC File #432-6**

Chairman Goodwin opened the Public Hearing at 8:57 p.m. Members present were Goodwin, Beal, Hall, Holt, Lewis, Plante, Rawn, Ryan and alternates Chandy and Ward. Alternate Chandy was appointed to act.

L. Painter, Director of Planning and Development, read the Legal Notice as it appeared in the Chronicle on 12/20/11 and 12/28/11 and noted the following communications received and distributed to members: a

12-29-11 memo from L. Painter, Director of Planning and Development; a 12-29-11 memo from G. Meitzler, Assistant Town Engineer; a 12-28-11 letter from David A. Sawicki, Executive Director, CT DOT; a 12-21-11 memo from F. Raiola, Assistant Chief/ Deputy Fire Marshal; a 12-29-11 memo from the Design Review Panel; and a 12-29-11 memo from the Mansfield Conservation Commission. The applicant agreed to have testimony from the Inland Wetlands Agency meeting entered into the record of the Planning and Zoning Commission meeting.

John Whitcomb of BL Companies, John Everett of New England Design, and Daniel Plotkin of Northeast Leasing were present, representing the applicant. Everett reviewed the proposed changes to the site layout: the building addition to the north end of the mall, the small pad site along Storrs Road/Route 195, and the right-in and right-out driveway to enter/exit the pad site that crosses over Saw Mill Brook.

Whitcomb noted that he met with Town staff last week, and issues were identified which will be addressed on a revised set of plans. He asked if the condition of L.O.M.R. from FEMA can be a condition of approval or if they need the revision prior to approval. If the Commissioners feel that they need the L.O.M.A. prior to approval, the applicant will remove the pad site from the application.

Chairman Goodman asked for comments from the audience. David Simon, resident, would like to see sidewalks to go farther north on Storrs Road.

Noting no further comments or questions from the public or Commission, at 9:54, Hall MOVED, Holt seconded, to continue the Public Hearing to the next meeting. MOTION PASSED UNANIMOUSLY.

#### **Old Business:**

##### **a. Cease and Desist Order-Freedom Green (PZC File #636-4)**

Plante MOVED, Hall seconded, that the proposed grading plan dated 12/16/2011 and landscape plan dated 12/15/2011 be approved subject to the following conditions:

- The landscape plan be revised to label the shadblow tree located to the south of building B; change the proposed mugo pines in the driveway landscape area of building A to a shadblow tree, and that the final plan be signed and sealed by registered landscape architect that prepared the plan (Peter Miniutti).
- The grading plan be revised to eliminate proposed grade changes to the front and sides of structures A and B.
- Any changes to the grading plan, needed to comply with surface drainage requirements of the State Building Code, shall be submitted to the Zoning Agent for inclusion in the project file.

Upon submission of the revised plans and approval by the Director of Planning and Development that the plans have complied with the above conditions, the Zoning Agent shall be authorized to lift the Cease and Desist order on both Building A and Building B. MOTION PASSED UNANIMOUSLY.

##### **b. Interstate Reliability Project**

After discussion with representatives from CL&P, and changes to the "1-03-12 Draft Letter to Town Council", Plante MOVED, Hall seconded, to send the Town Council the amended 1-3-12 draft letter. MOTION PASSED UNANIMOUSLY.

##### **c. Request to amend Conservation Easement/Hawthorne Lane Subdivision**

After a brief discussion, and clarification of proposal to David Simon, property abutter, Holt MOVED, Ryan seconded, that the Planning and Zoning Commission hereby recommends that the Town Council amend the existing Conservation Easement for the Hawthorne Lane Subdivision to eliminate the 0.32 acres located to the west of the Hawthorne Lane cul-de-sac as depicted on the attached map and add the 0.64 acres located along the northern boundaries of the lots addressed at 21 and 25 Hawthorne Lane as depicted on the attached map. The change to the Conservation Easement should be contingent upon

Connecticut Siting Council approval of the transmission line route proposed as part of the Interstate Reliability Project and specifically the Hawthorne Lane alternative. The property owners shall be responsible for retaining an attorney to prepare the amendment to the Conservation Easement, as well as a surveyor/engineer to prepare revised legal descriptions and a map prepared to A-2 survey standards. Subject to the foregoing conditions, the subdivision approval is modified accordingly. MOTION PASSED UNANIMOUSLY.

d. **Continued Discussion of By-Laws**

Item tabled.

e. **Special Permit Application, Cumberland Farms, 643 Middle Turnpike & 1660 Storrs Road  
Cumberland Farms, Inc./applicant, PZC File #1303-2**

Item tabled-Public Hearing scheduled for 1/17/2012.

**New Business:**

None.

**Reports from Officers and Committees:**

Beal noted that the next Regulatory Review Committee meeting will be on Wednesday, January 11<sup>th</sup> at 1:15 p.m. in Conference Room C.

Goodwin stated that since there was no new business requiring a field trip, the scheduled 1/10/12 Field Trip is cancelled.

**Communications and Bills:** Noted.

**Adjournment:**

Plante MOVED, Beal seconded, to adjourn the meeting at 10:51 p.m.  
MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

Katherine Holt, Secretary

Town of Mansfield  
**CONSERVATION COMMISSION**  
Meeting of 21 December 2011  
Conference B, Audrey P. Beck Building  
(draft) MINUTES

*Members present:* Robert Dahn, Neil Facchinetti, Quentin Kessel, Scott Lehmann, John Silander, Frank Trainor. *Members absent:* Aline Booth (Alt.), Joan Buck (Alt.), Peter Drzewiecki. *Others present:* Interstate Reliability Project: Jeff Buckley (Burns & McDonnell Engineering), Jeffrey Martin (NUSCO), Tony Mele (NU Transmission), John Yarbrough (Carmody & Torrance, LLP); Hawthorne Lane residents: Chris Duers, Wayne Hawthorne, Richard ("Scott") Welden; Grant Meitzler (Wetlands Agent), Linda Painter (Town Planner).

1. The meeting was **called to order** at 7:34p by Chair Quentin Kessel. The Commission agreed unanimously to reorder and expand its agenda to accommodate guests and two items of new business.

2. The draft **minutes of the 16 November meeting**, with the excision of the second sentence of item 5, were approved.

**3. Interstate Reliability Project.**

a. CL&P has updated its 2008 proposal for a second 345kv transmission line to improve the electric power grid in S. New England. Its preferred alternative remains running the new line through NE Connecticut in the existing right-of-way (ROW) using a second column of poles. Use of monopoles in some sections of Mansfield would slightly reduce the amount of new clearing required in the ROW. The option preferred by the Commission (running the line parallel to I-90 & then down to Manchester) was rejected as more costly (\$700M with greater environmental impact vs. \$532M). Somewhat more costly variations on CL&P's preferred option include placing some sections of the line in Mansfield underground and avoiding Mansfield entirely (at Windham's expense). For details, see Linda Painter's report:

[www.mansfieldct.gov/1904/1932/16188/interstate\\_reliability\\_project\\_report.pdf](http://www.mansfieldct.gov/1904/1932/16188/interstate_reliability_project_report.pdf)

b. Responding to questions from the Commission, representatives of CL&P indicated that the project aims (1) to eliminate bottlenecks in moving power to S. New England, a net importer of electricity, and (2) to increase the grid's reliability by providing redundancy through a second 345kv circuit. Higher single-pole structures carrying both the old and new 345kv line (which the Commission had suggested in order to avoid additional clearing in the ROW) might achieve(1) but not (2), since failure of a single structure would take out both circuits.

c. **PZC #1177 (Hawthorne La, Conservation Easement).** Residents of Hawthorne Lane have proposed that CL&P slightly 'cut the corner' of its ROW at the Hawthorne La cul de sac so that the buffer of trees in front of their homes does not disappear. This would require liquidating 0.32 acres of a Town conservation easement (and the trees thereon). In exchange, the residents have agreed to offer the town a conservation easement on 0.64 acres of wooded land at the rear of two of their lots. This slight re-routing is not part of CL&P's preferred alternative, but it will be included as an option in its application to the Connecticut Siting Council, provided the Town agrees to the easement swap. After some discussion, the Commission agreed unanimously (**motion:** Lehmann, Dahn) that it had no objection to the proposed exchange of conservation easements. CL&P representatives and Hawthorne La residents left the meeting.

**4. IWA referrals.** Lehmann visited these sites on the 13 December IWA Field Trip; his report is attached.

a. **W1489 (Town of Mansfield, Woodland Rd).** To address an erosion problem, the Town proposes to redirect drainage from a catchment in Ashford to a wooded area in Mansfield above a wetland, via 180 feet of 18-inch pipe with a level spreader at its egress to control erosion. The Commission does not expect any significant wetlands impact from this project as proposed (**motion:** Lehmann, Trainor; approved unanimously).

b. **W1490 (Eastbrook Mall, 95 Storrs Rd).** Two projects are proposed at Eastbrook Mall: (1) a 14.5K ft<sup>2</sup> addition to the N end (TJ-Max end) of the building and (2) a pad for a 3.2K ft<sup>2</sup> building on the grassy triangle at the NE corner of the property between Rt. 195 and Sawmill Brook. (1) requires cutting the existing access road around the N side of the mall into the hill that separates it from Sawmill Brook; (2) requires access from the mall to the new building pad by a bridge over Sawmill Brook. After some discussion, the Commission agreed on the following **motion** (Facchinetti, Silander; all in favor save Dahn, who abstained because he has done work for the developer):

(A) The Commission is concerned about runoff into Sawmill Brook from the Eastbrook Mall parking lots. To provide some protection for the brook, developers of the proposed expansion should eliminate at least as much impervious cover (IC) southwest of the brook as is created by the expansion; in particular, the eliminated IC should be replaced with a broad vegetated berm on the southwest side of the brook. (B) The brook should be protected from sedimentation during construction by adequate erosion-control measures. (C) Realigning the north access road will bring it quite close to the brook, and it is not possible, on the basis of the information provided, to rule out a significant impact on the brook.

c. **W1491 (Cumberland Farms, 4 Corners).** As this application is essentially a resubmission of W1483, the Commission saw no need to revise its comment of 20 July 2011.

**5. Executive Session.** At approximately 8:50p the Commission voted unanimously (**motion:** Dahn, Facchinetti) to go into executive session to discuss a property acquisition issue; Painter and Meitzler remained in attendance. The executive session ended and the regular meeting resumed at 9:00p (**motion:** Trainor, Dahn; approved unanimously).

**6. UConn Water Supply Source Study.** UConn has added relocating Fenton Well A farther from the Fenton River to the list of alternative water sources being evaluated.

**7. Heidinger Letter.** A 14 December letter to the Commission from Kurt Heidinger points out that, in the view of the Attorney General in 2000, UConn (as a state agency) does not qualify as a water company and its operations are therefore not subject to DEEP oversight under the state's aquifer protection program. The Commission agreed to pass Mr. Heidinger's letter along to the Town Council with the recommendation that it address concerns about the lack of legal authority for regulating UConn's use of the Willimantic and Fenton River wellfields.

**8. Dark Skies.** The Conservation Commissions of Mansfield, Ashford, & Willington will sponsor a showing of "The City Dark," a documentary film on light pollution, at 7:00p, 03 February 2012 at E.O. Smith. A representative from the International Dark Sky Association will attend to answer questions.

**9. North Hillside Rd.** The Final EIS on this project to connect UConn to Rt. 44 has been issued. The deadline for comments is 23 January 2012.

## 8. Adjourned at 9:13p.

Scott Lehmann, Secretary, 27 December 2011.

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### Attachment: Report on 12/13/2011 IWA Field Trip (Scott Lehmann, 12/14)

W1489 (Town of Mansfield, Woodland Rd). What was a seasonal front-yard pond on several lots in Ashford just north of the Mansfield town line is now drained via a catchment & pipe S into Mansfield. At some times of year water gushing from the pipe forms a small stream that erodes a horse pasture off Woodland Rd. To avoid this, the Town proposes to re-direct the water from the catch basin to a wooded area to the SE through 180' of 18" pipe. The water would exit the pipe onto a level spreader about 40' above a wetland. Assuming the drained water isn't contaminated with lawn chemicals, I don't anticipate any significant wetland impact from this project.

PZC1177 (Hawthorne La, Conservation Easement modification). Residents of Hawthorne La will lose a treed buffer between their homes and CL&P's power lines if the Interstate Reliability Project proceeds as proposed: more of CL&P's right-of-way on the N will be cleared for a second column of transmission lines. To save the buffer, the residents have proposed a small alteration in the right-of-way, which would run it through a 0.35 acre triangle of woods on which the Town holds a conservation easement (the trees -- including a large white pine -- on this parcel would be cleared for the transmission lines).

When the proposal came before the Commission in July 2010, we suggested that the Town acquire a conservation easement on the treed buffer as a quid pro quo. However, this turns out to be legally very complicated (an Attorney Enrichment Program). The residents have now proposed exchanging the Town's 0.35 acre conservation easement for one on 0.35 acres of woods at the rear of one of their lots, abutting an existing Town conservation easement. Field Trip participants located the area on a map but did not walk back to it.

Lifting the encumbrance on the wooded triangle represented by the Town's conservation easement is a necessary but not sufficient condition for relocating the right-of-way. If the easement is out of the way, CL&P is prepared to propose adjusting the right-of-way accordingly to the Connecticut Siting Council (under a provision allowing such adjustments for EMF mitigation). However, the cost of relocating the existing lines is on the order of \$1M, which would be passed along to rate-payers, and the Siting Council may not approve.

W1490 (Eastbrook Mall, Storrs Rd) Two projects are proposed: (1) an addition to the TJMax-end of the mall that would cover the parking area and some of the roadway to the N (the new roadway would be cut into the hill separating the mall from Sawmill Br), and (2) a pad for a small building in the grassy triangle of land between Sawmill Br and Rte 195, to be accessed by a bridge over Sawmill Br and a cut to Rte 195. The relocated road would be quite close to the brook at its E end, but they would still be separated by a rise. A bridge over the brook, here channelized, would further compromise it, in my view. It is not clear to me why a small building could not be located in the present parking lot, which was half empty when we visited, less than two weeks before Christmas.

**WAYNE HAWTHORNE  
28 Hawthorne Lane  
Mansfield Center, CT 06250**

January 18, 2012

Mansfield Town Council  
4 South Eagleville Road  
Storrs, CT 06268

Re: Hawthorne Lane Interstate Alternative Reliability Project

Dear Council Members:

The residents of Hawthorne Lane have been pursuing an alternative to the Interstate Reliability Project with Connecticut Light & Power for the past three years. The residents of Hawthorne Lane have followed all recommendations and suggestions from former Planning & Zoning Director Greg Padick and Linda Painter Director of Planning & Development. The Conservation Commission, Members of the PZC, Town and State officials have all made site visits to Hawthorne Lane. Residents have also attended meetings with Linda Painter, Dennis O'Brien, and CL&P's representatives Anthony Mele Project Manager, Attorney John Yarbrough, Jr. and Real Estate Specialist Charles Mead to insure all regulations have been addressed.

All parties involved including the Conservation Commission, PZC and CL&P are in agreement that this alternative should be submitted to the Connecticut Siting Council for approval.

The alternative would move the proposed transmission lines approximately 90 feet south of the existing line. This would eliminate significant tree removal and extend the overhead transmission lines over the cul-de-sac and an open field.

Mansfield's Conservation Commission has agreed to release a small section of their easement (.32 acres) to allow minor tree clearing for the transmission line. In return residents of Hawthorne Lane would release (.64 acres) of land adding to the town's existing conservation easement behind Lots 1A & 1B. (See attached map).

As requested in a letter dated January 4, 2012 from the Planning & Zoning Commission the Hawthorne Lane residents have obtained the services of Datum Engineering and Surveying, LLC and Attorney Stephen Bacon to comply with their recommendations on the changes necessary to complete the Hawthorne Lane Alternative (See attached letter). The residents understand it is

their responsibility to pay all expenses related to the preparation and recording of the necessary documents and revised map (A-2). There would be no expense to the town for this alternative.

After completing this phase of the alternative the homeowners will work with CL&P's Real Estate acquisition specialist and attorney to move the existing 300' ROW to the south away from the residences, allowing for a forested area between the homes and transmission lines. This involves the swapping of land between the residents and CL&P. It will not be necessary for the Town of Mansfield to be involved in this exchange.

The Hawthorne Lane property owners would like to thank the Director of Planning & Development, Conservation Commission, PZC and CL&P for assisting in getting this proposal approved. We also hope the Town Council will see the benefits to this alternative and would assist in helping the homeowners with the Connecticut Siting Council process.

In closing as residents of Mansfield we would prefer not to have the transmission lines erected through our neighborhood but feel if the Siting Council rejects the town's proposal this would be the best alternative for all involved. We hope the Town Council will agree to the Hawthorne Lane Alternative in minimizing the impact on our properties and save a significant amount of forest area.

Very truly yours,

  
Wayne Hawthorne

**TOWN OF MANSFIELD  
MANSFIELD PLANNING AND ZONING COMMISSION**

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

Wednesday, January 04, 2012

Mr. Wayne Hawthorne  
P.O. Box 39  
Mansfield Center, CT 06250

Re: Conservation Easement  
PZC File #1177

Dear Mr. Hawthorne,

At a meeting held on 1/3/12, the Mansfield Planning and Zoning Commission adopted the following motion:

“That the Planning and Zoning Commission hereby recommends that the Town Council amend the existing Conservation Easement for the Hawthorne Lane Subdivision to eliminate the 0.32 acres located to the west of the Hawthorne Lane cul-de-sac as depicted on the attached map and add the 0.64 acres located along the northern boundaries of the lots addressed at 21 and 25 Hawthorne Lane as depicted on the attached map. The change to the Conservation Easement should be contingent upon Connecticut Siting Council approval of the transmission line route proposed as part of the Interstate Reliability Project and specifically the Hawthorne Lane alternative. The property owners shall be responsible for retaining an attorney to prepare the amendment to the Conservation Easement, as well as a surveyor/engineer to prepare revised legal descriptions and a map prepared to A-2 survey standards. Subject to the foregoing conditions, the subdivision approval is modified accordingly.”

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

Very truly yours,

  
Katherine K. Holt, Secretary  
Mansfield Planning and Zoning Commission



PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant to Town Manager; Mary Stanton, Town Clerk; Andrea Epling & Beverly Miela, Registrars of Voters  
**Date:** January 23, 2012  
**Re:** Revisions to Voting District Boundaries

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**Subject Matter/Background**

To comply with the state mandated process of redistricting, the Registrars of Voters are recommending changes to the voting district boundaries in the Town of Mansfield. As a result of a section of the Town's inclusion in the 48<sup>th</sup> Congressional District, the Council will need to establish an additional polling location, bringing the total number of voting districts to four. At Monday's meeting, the Registrars will review the attached map identifying proposed revisions to the Town's voting district boundaries.

**Recommendation**

The Registrars of Voters recommend that the Town Council approve the voting district boundaries as presented.

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

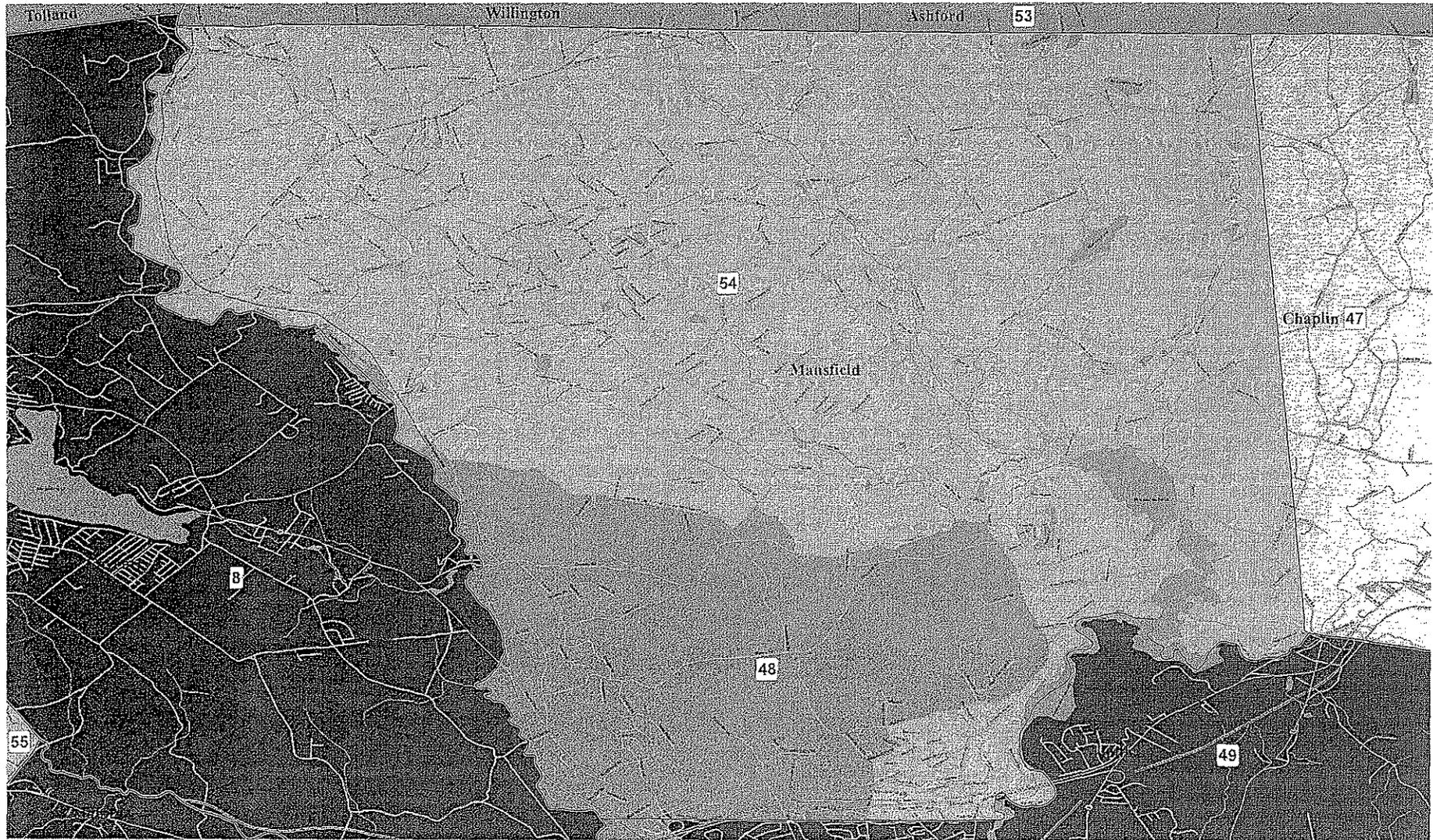
*Move, effective January 23, 2012, to adopt the new voting district boundaries for the Town of Mansfield, as recommended by the Registrars of Voters.*

**Attachments**

- 1) CGS §9-169 Voting Districts
- 2) Redistricting Plan – Mansfield House District(s)
- 3) Proposed Map of Voting Districts

**Sec. 9-169. Voting districts.** The legislative body of any town, consolidated town and city or consolidated town and borough may divide and, from time to time, redivide such municipality into voting districts. The registrars of voters of any municipality taking such action shall provide a suitable polling place in each district but, if the registrars fail to agree as to the location of any polling place or places, the legislative body shall determine the location thereof. Polling places to be used in an election shall be determined at least thirty-one days before such election, and such polling places shall not be changed within said period of thirty-one days except that, if the municipal clerk and registrars of voters of a municipality unanimously find that any such polling place within such municipality has been rendered unusable within such period, they shall forthwith designate another polling place to be used in place of the one so rendered unusable and shall give adequate notice that such polling place has been so changed. The registrars of voters shall keep separate lists of the electors residing in each district and shall appoint for each district a moderator in accordance with the provisions of section 9-229 and such other election officials as are required by law, and shall designate one of the moderators so appointed or any other elector of such town to be the head moderator for the purpose of declaring the results of elections in the whole municipality. The registrars may also designate a deputy head moderator to assist the head moderator in the performance of his duties provided the deputy head moderator and the head moderator shall not be enrolled in the same major party, as defined in subdivision (5) of section 9-372. The selectmen, town clerk, registrars of voters and all other officers of the municipality shall perform the duties required of them by law with respect to elections in each voting district established in accordance with this section. Voting district lines shall not be drawn by a municipality so as to conflict with the lines of congressional districts, senate districts or assembly districts as established by law, except (1) as provided in section 9-169d and (2) that as to municipal elections, any part of a split voting district containing less than two hundred electors may be combined with another voting district adjacent thereto from which all and the same officers are elected at such municipal election. Any change in the boundaries of voting districts made within ninety days prior to any election or primary shall not apply with respect to such election or primary. The provisions of this section shall prevail over any contrary provision of any charter or special act.

# State House of Representatives Redistricting Plan 2011 - Mansfield House District(s)



-229-

## The Connecticut General Assembly REAPPORTIONMENT COMMISSION

### SENATE

Senator Donald E. Williams, Jr., Co-Chair

Senator John McKinney  
Senator Martin M. Looney  
Senator Leonard A. Fasano

Sandra Norman-Eady, Project Coordinator

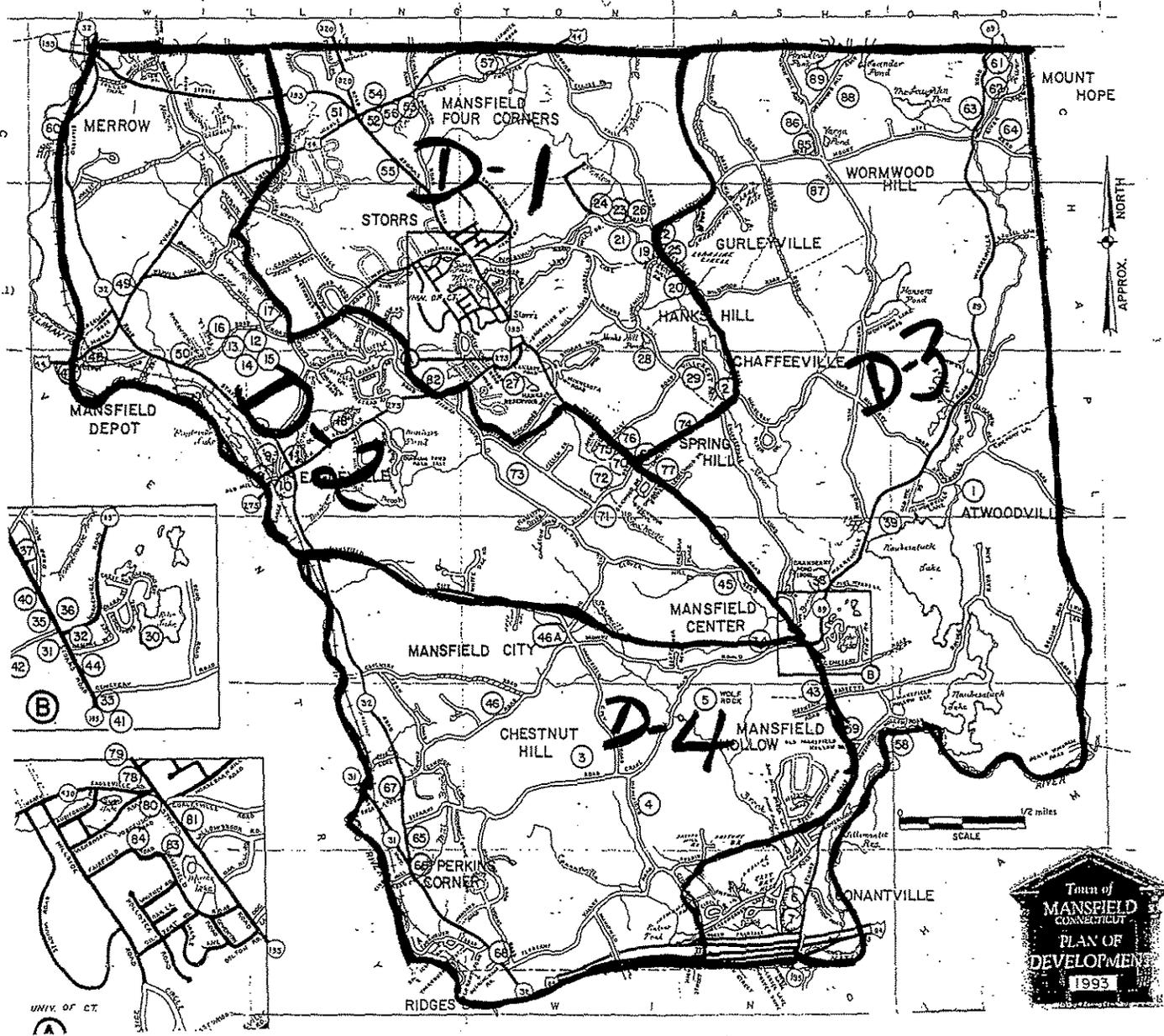


Honorable Kevin P. Johnston

### HOUSE

Representative Lawrence F. Cafero, Jr., Co-Chair

Representative Christopher G. Donovan  
Representative Sandy H. Nafis  
Representative Arthur J. O'Neill



Town of  
**MANSFIELD**  
 CONNECTICUT  
 PLAN OF  
 DEVELOPMENT  
 1993



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt Hart*  
**CC:** Maria Capriola, Assistant to Town Manager; Mary Stanton, Town Clerk  
**Date:** January 23, 2012  
**Re:** Appointments to Zoning Board of Appeals

---

**Subject Matter/Background**

The Mansfield Democratic Town Committee (MDTC), at its meeting on January 12, 2012, voted unanimously to recommend that Ms. Sarah Accorsi, currently an alternate on the Zoning Board of Appeals (ZBA), be appointed by the Town Council to fill the ZBA vacancy for a full member created by the resignation of Ms. Martha Frankel. Ms. Accorsi has served as an alternate for years and the Committee feels she has done a great job in that role.

Should the Council accept this recommendation and appoint Ms. Accorsi as a full member, it will create a vacancy for an alternate on the ZBA. The MDTC also voted unanimously to recommend Mr. Richard Brousseau to fill that vacancy, should it be created. Mr. Brousseau is a long time resident of Mansfield and a small business owner; the Committee believes that he is a strong candidate for the alternate ZBA position.

**Recommendation**

If the Town Council concurs with the recommendations of the Mansfield Democratic Town Committee, the following motions are in order:

*Move, effective January 23, 2012, to appoint Ms. Sarah Accorsi as a full member of the Mansfield Zoning Board of Appeals for an initial term to expire on November 18, 2013.*

*Move, effective January 23, 2012, to appoint Mr. Richard Brousseau as an alternate member of the Mansfield Zoning Board of Appeals for an initial term to expire on November 18, 2013.*

**Attachments**

1) 1/13/12 Email from M. LaPlaca

**From:** Mark LaPlaca [mailto:MarkLaPlaca@howleybread.com]  
**Sent:** Friday, January 13, 2012 10:02 AM  
**To:** Matthew W. Hart; Elizabeth Paterson  
**Cc:** Mary L. Stanton  
**Subject:** ZBA vacancy

Matt and Betsy,

The Mansfield Democratic Town Committee, at its meeting on January 12<sup>th</sup>, voted unanimously to recommend that Sarah Accorsi, currently an alternate on the Zoning Board of Appeals, be appointed by the Town Council to fill the vacancy of full member of the ZBA created by the resignation of Martha Frankel. Sarah has served as an alternate for years and has done a great job.

Should the Council accept this recommendation and appoint Sarah as a full member, it will create a vacancy for an alternate on the ZBA. The MDTC also voted unanimously to recommend Richard Brousseau to fill that vacancy, should it be created. Richard is a long time resident of Mansfield, a small business owner, and will do a great job in this role. Richard lives at 175 Highland Rd in Mansfield Center and his phone number is 420-9858.

Please let me know if you need any further information, or if Sarah and/or Richard need to be present at any Town Council meetings.

Thanks very much.

Mark LaPlaca  
Chair, Mansfield DTC  
Cell: 860-922-0141

1/18/2012



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *M. Hart*  
**CC:** Maria Capriola, Assistant to Town Manager  
**Date:** January 23, 2012  
**Re:** Resolution of Endorsement - Risk Management/Brokerage Services Analysis

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**Subject Matter/Background**

The Windham Region Council of Governments (WINCOG) is applying to OPM's Regional Performance Incentive Program seeking \$60,000 to engage the services of a consultant to provide certain risk management and insurance brokerage services for the COG's nine member towns.

The proposed scope of work for this project would include:

- Perform an in-depth analysis of Liability/Auto/Property insurances (LAP) and other workers compensation Insurance Policies.
- Review all insurance brokerage/agent fees
- Identify all possible legal exposures if under insured.
- Identify possible cost savings if over insured
- Provide solutions to reduce exposure to lawsuits.
- Interview town officials to fully understand town operations (fire chiefs, library directors, CFO and CEO or CAO).

**Financial Impact**

As stated above, WINCOG is seeking up to \$60,000 in funding to support this project. No match is required from the COG or its member towns.

**Recommendation**

Staff believes that the proposed WINCOG project could benefit Mansfield's risk management and insurance program and recommends that the Council support the COG's application.

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

*WHEREAS: The State of Connecticut is making available regional service sharing funds through Section 5 of Public Act 11-61 (An Act Concerning Responsible Growth) which encourages regional collaboration;*

*BE IT HEREBY RESOLVED: that the Town of Mansfield hereby agrees to participate in the WINCOG Regional Performance Incentive Program:*

*Risk Management/Brokerage Services Analysis*

*The Risk Management/ Brokerage Services Analysis project will involve reviewing and making recommendations for cost savings across a wide spectrum of risk management and brokerage services currently undertaken by WINCOG member towns.*

**Attachments**

- 1) 2011 Regional Performance Incentive Program Guidelines

# GUIDELINES

## 2011 Regional Performance Incentive Program

### INTRODUCTION

Connecticut's Regional Performance Incentive (RPI) program, provides financial assistance to regional planning organizations, two or more municipalities, regional economic districts or combinations thereof for projects or related planning studies designed to provide cost saving service(s) to municipalities on a regional basis. Applicant organizations may submit a proposal to the Office of Policy and Management (OPM) for funding of projects.

This manual has been prepared to assist the above listed entities in submitting proposals for regionalized service(s) utilizing grants from the Regional Performance Incentive (RPI) Program.

If you have questions on the RPI program or procedures, please do not hesitate to call Sandra Huber, RPI Program Coordinator, at (860) 418-6293 or e-mail at: [sandra.huber@ct.gov](mailto:sandra.huber@ct.gov)

### QUESTIONS AND ANSWERS RELATED TO THE REGIONAL PERFORMANCE INCENTIVE PROGRAM

1. What statute provides for the Regional Performance Incentive Program? Connecticut General Statutes Section 4-124s, as amended by Section 5 of Public Act 11-61, establishes the Regional Performance Incentive (RPI) Program.
2. What entities may apply for RPI Grant funding? Any of the regional planning organizations, two or more municipalities, regional economic districts or combinations thereof, may submit proposals for RPI funding.
3. If an organization submits a proposal, are all member towns required to participate? No, the towns have the option of whether to participate or not.
4. What do towns that elect to participate in the proposed regional service have to do to be included in the proposal? Each town must obtain a resolution from their legislative body endorsing the proposal.
5. Is an affirmative vote by the Board of Selectman sufficient to qualify as "a resolution by the legislative body" when a town wishes to participate in the regionalized service? Yes. For purposes of the RPI Program, "legislative body" includes "board of selectmen, town council, city council, board of alderman, board of directors, board of representatives, or board of the mayor and burgesses of a municipality".
6. Is there a limit to the amount of funding that an RPO can apply for? No, but each proposal must be submitted on a separate proposal form.
7. What is meant by "economies of scale"? "Economies of scale" is the Economic theory that the larger the enterprise, the more profitable will be its operations because there will be lower unit cost, higher productivity, stronger buying power (materials can be purchased at a lower cost), and better facilities utilization.
8. What is meant by "cost benefit analysis"? Cost benefit analysis is a discipline used to assess the case for a project or proposal. Such assessments should include costs and benefits that

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## 2011 Regional Performance Incentive Program

are less easily expressed in monetary terms, (for example, environmental damage), as well as those that can be expressed in monetary terms. The analysis consists of weighing the total expected costs with the total expected benefits in order to choose the best option.

**9. How does a proposal qualify for funding?** The proposed project must:

- o Be new (on a regional basis);
- o Demonstrate cost savings;
- o Not result in loss of any services; and
- o Be sustainable on a regional basis once established.

**10. Can an applicant submit more than one (1) proposal?** Yes. Each proposal should be submitted separately and each will be judged on its merits by OPM.

**11. When should proposals be submitted?** The Office of Policy and Management (OPM) will accept proposals for joint provision of a service currently provided by municipalities in a region, but not currently provided on a regional basis and for planning studies relating to the provision of a service, on a regional basis, through December 31, 2011.

**12. Where proposals should be submitted?** Project proposals should be addressed to:

State of Connecticut  
Office of Policy and Management  
Intergovernmental Policy Division  
450 Capitol Ave., MS#54ORG  
Hartford, Ct 06106-1379  
Attention: RPI Program

**13. How are grant awards to be determined?** Grant awards will be based upon the merits of the proposal

and availability of funding. OPM must give priority to proposals submitted by Regional Planning Organizations (RPOs) which include participation of all member municipalities or two or more municipalities and increase their purchasing power or savings. Priority must also be given to proposals submitted by economic development districts.

**14. When will grant awards be announced?** Grant awards will be announced periodically as funds become available.

**15. When will funding be awarded?** Funding will be generated from specific tax revenues and will have to be accumulated. It will be distributed when available and as determined by OPM.

**16. When does the applicant receive funding?** Grant funding will be made available after the execution of the Notice of Grant Award form by all parties.

**17. When does a project begin?** A project begins the day that the Notice of Grant Award is fully executed by all parties.

**18. When does a project end?** A project ends one year from the date that the Grant Award was announced or one year from the date of commencement of the proposed service, whichever is later.

**19. What should a grantee do if they are unable to complete the proposed project by the end date in the Notice of Grant Award?** Upon receipt of a written request for an extension of the end date of the proposed project, providing an explanation why the deadline cannot be met, OPM may grant such an extension.

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### 2011 Regional Performance Incentive Program

20. What should a grantee do with surplus grant funds if a project comes in under budget? The grantee can request a change of scope to enhance the project or to transfer the funds to another approved project that may have experienced cost overruns or could be expanded through the availability of additional funds.
- The change of scope or transfer cannot be implemented without prior approval from OPM. Any unexpended funds remaining after the completion of a project must be returned to OPM.
21. Is there a margin within which increases/decreases in budget line items can be made without a formal request to OPM? Yes an adjustment of up to 10%, to a maximum of \$500 can be made with pre-approval by OPM. You must inform OPM in writing of any such changes.
22. If the grantee requires a budget line item adjustment greater than 10% or \$500, what is the procedure? The grantee must request such changes in writing to OPM with an explanation of why the change is required.
23. Can a town be added to the list of participating municipalities once the Notice of Grant Award has been fully executed? Yes if the project can be completed within the budget and time constraints.
24. Can a town withdraw from a project once the Notice of Grant Award has been fully executed? Yes, OPM should be notified if and when such a withdrawal occurs; but note that it could result in the reduction of project funding or nullification of the project contract if its withdrawal renders the project ineligible for the program.
25. Can the grantee use sole-source bidding to award contracts to sub-grantees? No, the process should be open and competitive, showing no preferences.
26. How should the ownership of equipment or other assets be handled? Towns will need to establish an inter-local agreement which delineate roles and responsibilities during the implementation and after the project is completed. Policies regarding ownership of equipment or other assets including maintenance, insurance, liability and succession will have to be developed by the participating towns with guidance from their municipal attorneys.
27. What project costs are eligible?
- Consulting Fees
  - Design Fees
  - Engineering Fees
  - Construction Costs
  - Equipment Lease/Purchase
  - Equipment Rental
  - Legal Expenses
  - Operating Expenses
  - Salaries & Benefits
  - Supplies
  - Utilities
28. What is a grantee required to do with unexpended funding? A financial audit of all expenditures is required after the close of each fiscal year in which the grant funds are received and/or expended. Any unexpended funds or disallowed expenditures must be returned to the State of Connecticut.
29. What kind of documentation is required for substantiation of expenses? Detailed invoices and cancelled checks are required as substantiation of expenses charged to the project. All costs associated with

## GUIDELINES

### 2011 Regional Performance Incentive Program

an eligible project are subject to prior review and post payment audit by the Office of Policy and Management.

30. Is this a permanently established program? Yes, funding is to be generated by a portion of the hotel tax and the rental car tax. Initial funding will have to accrue before any advances of funds can occur.

31. What is the role of the applicant organization once the project is completed and funds are expended? After the completion of the project and final reports are submitted, there will

be no State oversight of the project. Any on-going role for the original applicant organization will have to be defined by the organization and its member municipalities and memorialized by executed, written agreements or memoranda of understanding.

32. Are there any other requirements that applicants should be aware of? Yes, the proposed project must be consistent with the State Plan of Conservation and Development.

### INSTRUCTIONS

Only a COMPLETE RPI Program Proposal package will be acted upon by the Office of Policy and Management (OPM). A separate complete proposal form is required for each proposal.

An RPI Proposal Form\* prescribed by OPM (see attached) must be completed by the applicant. All information required on the proposal form must accompany the proposal and be received by the Office of Policy and Management no later than December 31, 2011.

The Office of Policy and Management will review all proposals and make grant award determinations based on the merits of each proposal, giving weighted priority to proposals submitted by RPOs which include participation by all member municipalities or by economic development districts and which produce measurable economies of scale that will provide participating municipalities with

desired or required services and lower the cost and tax burden of providing those services.

Once grant awards have been determined by the Office of Policy and Management, a Notice of Grant Award form will be forwarded to recipients for execution; once completed by the Grantee, the Notice of Grant Award form must be returned to the Office of Policy and Management for execution by the Secretary and a fully executed copy will be returned to the Grantee.

Grant payment will be remitted to the grantee after the Notice of Grant Award process has been finalized.

\*Modified or incomplete forms will not be processed.

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### 2011 Regional Performance Incentive Program

#### Legislation providing for the Regional Performance Incentive Program

##### Excerpted from Public Act 11-61

Sec. 5. Section 4-124s of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2011*):

(a) For purposes of this section:

(1) "Regional council of governments" means any such council organized under the provisions of sections 4-124i to 4-124p, inclusive;

(2) "Regional council of elected officials" means any such council organized under the provisions of sections 4-124c to 4-124h, inclusive;

(3) "Regional planning agency" means an agency defined in chapter 127;

(4) "Municipality" means a town, city or consolidated town and borough;

(5) "Legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the mayor and burgesses of a municipality; and

(6) "Secretary" means the Secretary of the Office of Policy and Management or the designee of the secretary.

(b) There is established a regional performance incentive program that shall be administered by the Secretary of the Office of Policy and Management. On or before December 1, [2007] 2011, any regional planning agency, any regional council of elected officials, any regional council of governments, any two or more municipalities, any economic development district or any combination thereof, may submit to said secretary a proposal for joint provision of a service or services that are currently provided by municipalities within the region of such agency or council or contiguous thereto, but not currently provided on a regional basis. On or before December 31, [2008] 2011, and annually thereafter, any such entity may submit a proposal to the secretary for: (1) The joint provision of any service that one or more participating municipalities of such council or agency currently provide but which is not provided on a regional basis, or (2) a planning study regarding the joint provision of any service on a regional basis. A copy of said proposal shall be sent to the legislators representing said participating municipalities.

## GUIDELINES

### 2011 Regional Performance Incentive Program

(c) (1) An entity specified in subsection (a) of this section shall submit each proposal in the form and manner the secretary prescribes and shall, at a minimum, provide the following information for each proposal: (A) Service description; (B) the explanation of the need for such service; (C) the method of delivering such service on a regional basis; (D) the organization that would be responsible for regional service delivery; (E) a description of the population that would be served; (F) the manner in which regional service delivery will achieve economies of scale; (G) the amount by which participating municipalities will reduce their mill rates as a result of savings realized; (H) a cost benefit analysis for the provision of the service by each participating municipality and by the entity submitting the proposal; (I) a plan of implementation for delivery of the service on a regional basis; (J) a resolution endorsing such proposal approved by the legislative body of each participating municipality; and (K) an explanation of the potential legal obstacles, if any, to the regional provision of the service.

(2) The secretary shall review each proposal and shall award grants for proposals the secretary determines best meet the requirements of this section. In awarding such grants, the secretary shall give priority to a proposal submitted by (A) any entity specified in subsection (a) of this section that includes participation of all of the member municipalities of such entity, and which may increase the purchasing power of [such member] participating municipalities or provide a cost savings initiative resulting in a decrease in expenses of such municipalities, allowing such municipalities to lower property taxes, and (B) any economic development district.

(d) The secretary shall submit to the Governor and the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding a report on the grants provided pursuant to this section. Each such report shall include information on the amount of each grant, and the potential of each grant for leveraging other public and private investments. The secretary shall submit a report for the fiscal year commencing July 1, [2007] 2011, not later than February 1, [2008] 2012, and shall submit a report for each subsequent fiscal year not later than the first day of March in such fiscal year. Such reports shall include the property tax reductions achieved by means of the program established pursuant to this section.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant to Town Manager  
**Date:** January 23, 2012  
**Re:** Resolution of Endorsement - Windham Region GIS & Cadastral Data Center Expansion

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**Subject Matter/Background**

The Windham Region Council of Governments (WINCOG) is applying to OPM's Regional Performance Incentive Program seeking \$249,345.00 to: update its regional parcel dataset and regional land use and trails layers; enhanced its aerial imagery and GIS website; and to provide regional incident reporting.

This project would build on the GIS and Cadastral Data Center developed with assistance from the 2007 RPI grants. The scope of work for this application includes the following:

- Update of regional tax parcel boundaries and standardization of data using a state-wide cadastral standard,
- Development of regional land use layer by parcel using municipal assessment data (never before done in the Windham Region),
- Development of regional trails layer able to be incorporated into statewide trails layer,
- Purchase of 6" pixel "buy-up" from 2012 State of CT flyover – High resolution aerials that will enable a broad array of enhanced planimetric data development and will be available on the website,
- Development of automated update tools for assessment data within each municipality so that assessment data can be automatically uploaded to the website ([wincog-gis.org](http://wincog-gis.org)),
- Enhanced property card data on the website with building sketches, longer sales histories, more detailed appraisal information and the accommodation of multi-owner and multi-structure accounts,
- Addition of real-time regional incident reporting and mapping of closed roads, downed power lines, etc., on the website and creation of a smartphone application.

**Financial Impact**

As stated above, WINCOG is seeking up to \$249,345 in funding to support this project. No match is required from the COG or its member towns.

**Recommendation**

Staff believes that the proposed WINCOG project could benefit the COG's GIS program and recommends that the Council support the COG's application.

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

*WHEREAS: The State of Connecticut is making available regional service sharing funds through Section 5 of Public Act 11-61 (An Act Concerning Responsible Growth) which encourages regional collaboration;*

*BE IT HEREBY RESOLVED: that the Town of Mansfield hereby agrees to participate in the WINCOG Regional Performance Incentive Program:*

*Windham Region GIS & Cadastral Data Center Expansion.*

*The Geographic Information Systems project will expand on the current WINCOG Cadastral Data Center and provide additional GIS services to the member towns.*

TOWN OF MANSFIELD  
Solid Waste Advisory Committee  
Minutes of the Meeting  
November 10, 2011

Present: Knox (chair), Ames, Smith, Roberts, Coughlin, Walton (staff), Hultgren (staff)

The meeting was called to order at 7:35 p.m.

The minutes of the September 8, 2011 meeting were accepted by Ames/Coughlin.

Walton reported that she is working with Milius to create a better link between the Middle School compost process and the school's garden. Vinton School has requested the help of a Three Rivers Community College sustainability certificate program intern who will work on developing the school gardens. Walton would like to have Vinton incorporate the use of the finished compost into their greenhouse and garden projects.

In researching transfer stations that do not accept cash, Walton learned from Brian Bartram, the Salisbury transfer station manager, that they use a Verifone Vx 570 terminal through Global Payments. In a typical month the Salisbury transfer station takes in about \$2,000 in credit card charges and pays roughly \$200 in credit card fees. They prefer using the internet to make transactions since it is faster and does not tie up the phone line. The City of Middletown also does not accept cash. They issue cash cards, which get recharged at the Town Hall. If the cash card does not have enough money to cover the transfer station expense, the resident is sent to the Town Hall to recharge the card. The City of Middletown's credit card system is issued through Citizen's Bank. Their interest charges are about 2%. It is recommended to have a maintenance contract for the terminal since it gets beat up at the transfer station. Walton received a quote from Global Payments that includes credit card fees of about 2%. Staff will continue to research cashless systems.

It was reported that the plastic bag recycling labels have been placed on the recycling containers at the grocery stores, however obscurely. Walton said that the container at Big Y was tucked away when she went to use it recently.

Walton circulated pictures showing the lack of recycling at Carriage House Apartments. She inspected the apartments twice. After the first inspection, she notified Carriage House, Celeron Square and Hunting Lodge Apartments that they needed to improve their recycling or they would face a citation. Walton inspected Carriage House a second time and found very poor recycling participation. She then spoke to the manager of Carriage House Apartments, discussing ways that participation might be improved. The committee recommended sending a letter to Carriage House notifying them that the citation is waived in return for implementing some strategies to improve participation.

It was reported that Eastbrook Mall will offer paper shredding in the spring 2012 around tax time. Once the Mall has decided on a date, Walton will publicize the shredding opportunity.

Hultgren stated that with the single-family trash collector receiving a 3% consumer price index increase, the cost for collecting trash in-yard is no longer covered by the charge to residents. The committee agreed to a fee increase for in-yard service that will cover the cost of collection. Staff will request the Town Council's approval.

Hultgren reported that the charge for brush was waived for the week after the October snowstorm. Walton

suggested that there should be a policy in place on how to handle these kinds of situations. Hultgren stated, that the policy is predicated on whether there is money in the solid waste fund.

Coughlin shared his concern about the impact of pet waste on ground water quality. He recommended that the Town adopts a pooper scooper law. Hultgren suggested that this might apply to a denser development such as the Storrs Center. Hultgren will find out if Storrs Center plans on allowing pets in the apartments. Staff was directed to find out from CCM what other communities do.

The committee decided on the following meeting dates for the 2012 calendar: January 12, March 8, May 10, July 12, September 13 and November 8.

Mansfield Recycles is now on Facebook. Walton is creating a page for the Town recycling program. Some suggestions of content include posting the Carriage House violation on the website, keeping freezers filled with ice to prevent food spoilage, proper disposal of pharmaceuticals.

Walton reported that the Storrs Center streetscape architects have selected a split trash and recycling container with one side for recycling and the other for trash.

Walton stated that a transition town training, hosted by the Mansfield Energy Education Team, is scheduled for January 7 & 8, 2012 in the Mansfield Town Hall.

The next meeting is scheduled for January 12, 2012.

The meeting was adjourned at 9:10 pm.

Respectfully Submitted,

Virginia Walton  
Recycling/Refuse Coordinator

**MANSFIELD DOWNTOWN PARTNERSHIP  
PLANNING AND DESIGN COMMITTEE  
Mansfield Downtown Partnership Office  
Town Hall – Conference Room B**

**Tuesday, October 18, 2011**

**MINUTES**

Members: Steve Bacon, Jon Hand, Manny Haidous, Chris Kueffner, Frank McNabb, Ruth Moynihan, Betsy Paterson, Karin Randolph, and Pene Williams

Staff: Cynthia van Zelm, Kathleen Paterson

Guests: Lon Hultgren, Mansfield Director of Public Works; Linda Painter, Mansfield Director of Planning and Development; Alexandria Roe, Partnership Board member; Kristin Schwab, Partnership Board member

**1. Call to Order**

Steve Bacon called the meeting to order at 5:03 pm.

**2. Public Comment**

There was no public comment.

**3. Approval of Minutes from September 20, 2011**

Betsy Paterson made a motion to approve the minutes from September 20, 2011. Frank McNabb seconded the motion. The minutes were approved unanimously.

**4. Discussion of Naming of Streets and Buildings in Storrs Center**

Lon Hultgren, Mansfield's Director of Public Works, said he began to think about the naming of the public streets in Storrs Center. He had some preliminary conversations with Town staff and the Mansfield Planning and Zoning Commission chair Rudy Favretti. Mr. Hultgren reviewed some of the ideas with the Committee including maintaining Village Street as the permanent name of the street; and naming the semi-circle road around the intermodal center as Cazel Circle to honor long-time resident and public citizen Fred Cazel. There has also been some discussion about the naming of the intermodal center.

The Committee discussed some of the suggestions and also thought it would be important to name the town square.

Mr. Hultgren said the matter would likely also be reviewed by the Planning and Zoning Commission. It is his understanding that the final decision would be by the Town Council.

The Committee can make a recommendation to the Town Council. Mr. Bacon suggested that the Committee review the ideas and potentially take action on a recommendation to the Council at its November meeting. Ms. Paterson suggested that ideas be sent to Mr. Bacon.

## 5. Presentation on Mansfield Downtown Public Spaces Plan

Mr. Bacon introduced Kristin Schwab, a member of the Partnership Board of Directors, and Chair of the Advertising and Promotion Committee. Ms. Schwab is also a landscape architecture professor at UConn. Mr. Bacon said Ms. Schwab will present the results of a public spaces plan for the downtown that she has been working on with her students.

Ms. Schwab said that as chair of the Advertising and Promotion Committee she began to think about ways to promote the public spaces in the downtown. She has been working with her students for the past six months. The project was funded by the Partnership and UConn.

Ms. Schwab presented the work on the public spaces plan in a Power Point presentation.

Ms. Schwab said that key stakeholders were invited to meetings in June and September to provide input to the plan. She said mapping and initial recommendations were developed and she is now looking for final input. The plan will be both a communications and planning tool. The plan will look at prioritizing recommendations, funding options, and who manages the public spaces.

Ms. Schwab said that one of the key recommendations that came out of the June stakeholder meeting was the establishment of an urban trail similar to the Freedom Trail in Boston. In order not to miss a funding opportunity, the Town submitted a grant for the trail to the CT Department of Energy and Environmental Protection for funding through its federal recreational trails program.

Ms. Paterson suggested working with the UConn School of Fine Arts on signage design and public art. Alex Roe said that UConn has a public art committee that Dean Woods chairs. Ms. K. Paterson said the Partnership has discussed public art ideas in the past. Mr. Bacon also suggesting tapping into the Town's Arts Advisory Committee.

Ms. Schwab said another idea that has been proposed is to develop a perimeter walk around Storrs Center.

Ms. Schwab said one of the key areas for improvement is better connections re: access across the Community Center and High School property. She said there has been discussion about how to better focus walkers from the Mansfield Apartments to the main UConn campus. Manny Haidous mentioned that the path from the High School to Farrell Fields is not very accessible.

Ms. Schwab expanded on the idea of the urban trail, noting that the idea is to provide connections in three parts – University, Community and Green Infrastructure. The trail could be marked by medallions in the sidewalks, signage, public art, etc. There would be some interpretive elements. She said the grant request also included funding for footbridges in the open space area in Storrs Center.

Ms. Schwab said one of the strong recommendations that came out of the 2<sup>nd</sup> stakeholder meeting was a sidewalk/bike connection from Four Corners to Storrs Center.

Manny Haidous asked about “green” lighting. Ms. Schwab said that green elements are part of the plan. Mr. Haidous said he thought effective lighting would be important to draw people to the key nodes. Ms. Schwab said there may need to be additional lighting in the area from the Mansfield Apartments to UConn (through the High School).

The Committee commended and thanked Ms. Schwab for her work.

Mr. Bacon asked who at UConn is responsible for improvements along Bolton Road. Ms. Schwab said this would come under the UConn Beautification Committee and as a member, she has brought the idea up to the Committee on potential improvements. One of the suggestions is additional trees on Bolton Road and in the parking lots. Ms. Roe said this would need to be a future capital project to improve the Bolton Road area.

#### **6. Topics for Next Meeting and Next Meeting Date (November 16, 2011)**

Mr. Bacon said that BL Companies is planning to come back to the Committee at its November 16 meeting to update its work on the Storrs Center Sustainability Guidelines checklist.

#### **7. Adjourn**

Chris Kueffner made a motion to adjourn at 6:15 pm. Mr. Haidous seconded the motion. The motion was approved unanimously.

*Minutes prepared by Cynthia van Zelm*

**MANSFIELD DOWNTOWN PARTNERSHIP  
PLANNING AND DESIGN COMMITTEE  
Mansfield Downtown Partnership Office  
Town Hall – Conference Room B**

**Tuesday, November 16, 2011**

**MINUTES**

Members: Steve Bacon, Frank McNabb, Peter Millman, Betsy Paterson, and Pene Williams

Staff: Cynthia van Zelm

Guests: Lon Hultgren, Mansfield Director of Public Works; Ginny Walton, Mansfield Recycling Coordinator; Macon Toledano, LeylandAlliance; Andy Graves, BL Companies; Eric Greene, Chris Alvino and Mary Leahy with Erland Construction

**1. Call to Order**

Steve Bacon called the meeting to order at 5:05 pm.

**2. Public Comment**

Ginny Walton, Mansfield's Recycling Coordinator, noted that Siemens is developing solar power purchase agreements. Ms. Walton will send contact information to Andy Graves, Storrs Center architect, if the development team is interested in connecting with Siemens on a system in Storrs Center. Steve Bacon asked if solar is being considered for the parking garage. Ms. Walton said there will be potential to have solar energy as part of the structure.

**3. Approval of Minutes from October 18, 2011**

There was no quorum to approve the minutes.

**4. Continued Review of Storrs Center Sustainability Guidelines and Phase 1A and 1B Buildings**

Mr. Bacon welcomed back Mr. Graves, Mr. Alvino and Ms. Leahy from the Committee's meeting in July when the Sustainability Guidelines were reviewed against the work on the Phase 1A and 1B buildings.

Mr. Graves said the construction of the buildings is mirroring the LEED process in terms of meeting sustainability standards. He said the construction of the first buildings is approximately half way completed.

Mr. Graves said that ultimately, a binder will be put together with the Sustainability Guidelines checklist and supporting materials. Mr. Graves said he will give the Partnership a binder with the required final certification in August/September of next year when the buildings are completed.

Pene Williams suggested an article or press release to highlight the good efforts of the Partnership and the development team to build a sustainable project. Macon Toledano and Cynthia van Zelm will

work with the Partnership/Leyland/EDR and Erland communications team to put a piece together. Ms. Williams could possibly assist as well.

Mr. Graves reviewed the checklist. He said the team did decide to go with black roofs which are more effective for energy conservation inside the buildings. To that effect, Mr. Graves said the team is diverging from the recommendation in the Guidelines.

Mr. Graves noted that the plants being proposed will be succulents on the courtyard in the TS-2 building. Peter Millman asked what percentage of the courtyard will be covered by succulents. Mr. Graves estimated that there would be 65% of coverage by succulents. Mr. Millman said this is good information to publicize.

Mr. Graves said that the lighting will not be shining upward and that the lighting package has not been purchased yet. He will provide cut sheets for the lighting once it is purchased.

Mr. Graves said the plumbing fixtures will be very efficient. Information on the appliances will be included in the final binder. The brand that is being used is General Electric.

Mr. Graves said that all landscaping is native. There will be no irrigation on site.

He is working on the irrigation for the courtyard; per the Guidelines, the irrigation system needs to use 50 percent or less water than a regular irrigation system.

Mr. Toledano noted that green roofs are not being constructed to allow water to be used to replenish the wetlands.

Mr. Graves said there will be planter boxes to provide privacy on the terraces in the courtyards. A screen wall will also provide privacy.

Ms. Walton asked if there will be commissioning a year after the HVAC system has been in place. Mr. Graves said that Education Realty Trust (EDR) will need to train staff on the maintenance of the system. He does not think commissioning needs to be done a year after installed.

Mr. Graves said the four buildings that were torn down were tested for radon. Because of high levels in tests in two buildings, a sub slab ventilation system has been put in place in the new buildings. **Mr. Graves will add to the checklist that carbon monoxide units will be placed in each of the apartments.**

Mr. Graves said large windows are being provided that will help with natural ventilation, and most of them will open.

Mr. Graves said that paints and carpeting is still being purchased but cut sheets will be provided for the binder when they are finalized.

Mr. Graves said the team is still working on the cleaners that will be used as part of the "green housekeeping." Information will be put in the binder when it becomes available.

Mr. Toledano suggested that EDR attend another later meeting of the Committee.

Mr. Graves said that information on the location of the recycling facilities had been provided at the July Committee meeting. They will be working with Willimantic Waste Paper.

Mr. Graves reported that 89% of waste is being recycled on site.

Mr. Graves said the percentage of recycled content in materials will continue to evolve as Phase 1A gets to buildout. Currently, the percentage of recycled content is at 15%. The requirement in the Guidelines is 10%. Mr. Graves said the carpet will have fairly high recycled content and it is in the process of being selected. Mr. Graves said EDR is also making the final selection on flooring as well.

Mr. Graves said the team is working to achieve the goal of bringing in materials from the region – up to 500 miles away. The project is at the 30% achieved mark.

Mr. Graves said the incentive programs for alternative energy are not great in Connecticut. Incentive programs are better in the nearby states of Massachusetts and New Jersey. Ms. Walton said this will change in 2012. More companies will be offering power purchase agreements.

Mr. Graves suggested that the next step would be to come back in a few months to the Committee with any updates. He does not see a lot of change between now and then.

Pene Williams asked about solar energy in Storrs Center. Mr. Graves said if there are incentives and the property owner wants to pay, solar is a possibility. Currently, the payback on solar energy is still too long. Mr. Toledano clarified that the buildings could be retrofitted for solar energy. Mr. Graves confirmed that is the case.

##### **5. Continued Discussion of Naming of Streets and Buildings in Storrs Center**

There was no further input on the naming of streets in Storrs Center.

##### **6. Meeting Dates for 2012**

By consensus, the Committee adopted the proposed meeting dates for 2012.

##### **7. Topics for Next Meeting and Next Meeting Date**

The Committee will not meet in December. The next meeting date will be January 17, 2012.

Topics for discussion include a review of the parking garage against the Sustainability Guidelines checklist.

##### **8. Adjourn**

The meeting adjourned at 7:10 pm.

*Minutes prepared by Cynthia van Zelm*



COMMITTEE ON COMMITTEES  
December 9, 2011 @ 8:00 a.m.  
Community Center Conference Room

1. CALL TO ORDER  
The meeting was called to order by Peter Kochenburger, Chair of the Committee.  
Present: Peter Kochenburger, Chris Paulhus and Paul Shapiro
2. OPPORTUNITY FOR PUBLIC COMMENTS  
No members of the public were in attendance.
3. APPROVAL OF MINUTES  
Mr. Shapiro moved and Mr. Paulhus seconded to approve the minutes of the November 15, 2011 meeting as presented. Motion passed unanimously.
4. ORGANIZATIONAL PROCEDURES  
Mr. Shapiro moved and Mr. Paulhus seconded to schedule the regular meetings of the Committee on Committees for the second Friday of each month at 8:00 a.m. in Conference Room B. Motion passed unanimously.  
Mr. Shapiro moved and Mr. Paulhus seconded to set a five minute limit for each member of the public who wishes to speak at a meeting. Motion to approve passed unanimously. A letter will be sent to each Committee Chair encouraging them to provide a similar opportunity for public comment and to thank them for their participation in the December 1st Freedom of Information Session. For those who could not attend, an audio of the FOI sessions will be added to the website.
5. COMMITTEE VACANCIES  
Mr. Shapiro moved and Mr. Paulhus seconded to recommend the appointment of Bev Korea to fill Joan Quarto's position on the Human Services Advisory Committee. The motion passed unanimously.  
Mr. Kochenburger moved and Mr. Paulhus seconded to recommend the appointment of Paul Shapiro as a Council member of the Sustainability Committee. The motion passed with all in favor except Mr. Shapiro who abstained.
6. VOLUNTEER OPPORTUNITIES  
Committee members discussed current and possible additional ways to advertise volunteer opportunities. The Town Clerk will work to identify and record the email addresses of all committee and board members.
7. ADJOURNMENT  
Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 9:15 a.m. Motion passed unanimously.  
Mary Stanton, Town Clerk



**MANSFIELD ADVOCATES FOR CHILDREN**  
**Wednesday, December 7, 2011**  
**Council Chambers - Town Hall**

**Minutes**

**Members Present:** K. Grunwald (staff), K. Krider (staff), J. Woodmansee (staff), G. Bent, J. Stoughton, F. Baruzzi (in at 6:20pm), R. LeClerc, J. Goldman, L. Young, J. Higham, V. Fry, E. Soffer Roberts, S. Anderson, P. Braithwaite, MJ Newman, A. Bloom, L. Dahn, J. Suedmeyer and C. Guerreri

**Regrets:** E. Tullman, S. Daley

ITEM	DISCUSSION	OUTCOME
Call to Order	G. Bent called the meeting to order at 6:30pm.	
Actions needed and Announcements	<p>Members reviewed the October 5, 2011 Minutes.</p> <p>Members reviewed the November 2, 2011 Minutes.</p>	<p><i>Motion:</i>  <i>J. Higham moves to approve the 10/5/11 regular meeting minutes as written. E. Soffer Roberts seconds and the motion passes unanimously.</i></p> <p><i>Motion:</i>  <i>MJ Newman moves to approve the 11/2/11 regular meeting minutes as written. J. Higham seconds and the motion passes unanimously</i></p>
Developing performance measures	<p>G. Bent introduced the exercise to be followed by each Team in order to develop performance measures.</p> <p>The following performance measures were developed:</p> <p><u>Community Connectedness:</u></p> <p>Number of Community Connectedness surveys sent out and the percentage of responses.</p> <p><u>Successful Learners:</u></p> <p>Number of Kindergarten Inventory surveys sent to parents of incoming kindergarten students and the percentage of responses.</p>	

	<p><u>Health:</u></p> <p>Number of preschool provider surveys sent out regarding healthy celebrations and physical activities and percentage of responses.</p>	
Interim Report	<p>Members reviewed the draft Interim Report and made suggestions regarding revisions.</p> <p>During discussions regarding the Interim Report it was noted the following needs to happen:</p> <ol style="list-style-type: none"> <li>1. Mansfield's Plan for Young Children needs to be updated in the report format; and,</li> <li>2. The "MOU" language needs to be more specific and one needs to be obtained with the Community Center.</li> </ol> <p>K. Grunwald also reported that he and K. Krider met recently with Bill and Jill from CCEA and that a data presentation is expected by the end of January.</p>	
RBA	G. Bent gave brief comments regarding the RBA presentation give at the 11/2/11 meeting.	
Adjournment	<p>Next MAC Executive Council meeting on Wednesday, December 14, 2011, at 1:15pm in Conference Room B</p> <p>Next MAC Meeting Wednesday, January 4, 2012 Town Hall - Council Chambers</p> <p>Agenda topics please send to Kathleen at <a href="mailto:kriderk@mansfieldct.org">kriderk@mansfieldct.org</a></p> <p>Respectfully submitted, Jillene B. Woodmansee Assistant to Early Childhood Services Coordinator</p>	The meeting adjourned at 7:40pm.

**"All Mansfield Children ages birth through 8 years old are healthy, successful learners and connected to the community."**

Town of Mansfield  
Energy Education Team  
Minutes of the Meeting  
December 13, 2011

Present: Coleen Spurlock (chair), Don Hoyle, Sally Milius, Madeline Priest (Neighbor to Neighbor), Kevin Donahue (Neighbor to Neighbor), Raquel Kennedy (guest), Paul Keyes (guest), Ginny Walton (staff)

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

The minutes from the November 8, 2011 meeting were reviewed and accepted.

Madeline introduced Raquel Kennedy and Paul Keyes from Victory Energy Solutions, a Home Energy Solutions (HES) vendor. They are interested in working with the team to boost participation in the Neighbor to Neighbor Energy Challenge. They anticipate working with Doug Perkins at the Middle School through the school robotics team.

Several other ideas were discussed:

1. Have Mansfield Town Council challenge Windham Town Council in a friendly competition;
2. Create a video highlighting Mansfield's Neighbor to Neighbor efforts and show it at the local movie theaters;
3. Challenge primary school students to ask 4 neighbors to sign-up - give out prizes;
4. Canvas a dense neighborhood (Freedom Green/Eastbrook Heights) in the spring during one of the meetings;
5. Create an extreme energy make-over with a local celebrity hosting it;
6. Choreograph a flash mob.

Madeline will send out the list of ideas for members to comment on and volunteer for. The transition initiative may want to team up with Neighbor to Neighbor for some of these events. Madeline reported that Kevin will be making flyers for the upcoming energy basics programs. Volunteers will be needed to distribute the flyers. Madeline stated that there are two special Neighbor to Neighbor offerings, the Share the Warmth Campaign, where a blanket will be donated to a child in foster care for those who insulate their homes and, HES for the Holidays, making energy audit gift certificates available.

Coleen reported that the Energy Education Team will be hosting a transition town training on January 7 and 8, 2012 at the Mansfield Town Hall. The cost is \$115; there are scholarships and work exchange available. So far 15 people have registered. There needs to be 35 registrants in order to cover the cost of the trainers. The registration deadline is December 22, 2011.

Ginny was approached by resident, George Rawitcher, about a Climate Impact, Mitigation and Adaptation program that will be offered for UConn students and staff from March 26 to 29, 2012. The group he is working with would like to offer a program on Tuesday night, March 27, for residents. They discussed having a two hour program starting with a presentation by Mark Hertsgaard, followed by reports from the Mansfield

sustainability committee and possibly the transition group. The last part of the evening would be small group discussions. Members seemed amenable to this idea.

The Team agreed to meet on the first Tuesdays of the month for calendar year 2012. Ginny will schedule the room and send out a notice with the dates to members.

Ginny reported that a regional energy task force meeting is being planned with focus on regional collaboration, recruiting volunteers, sharing successes and becoming an energy resilient region. The date is scheduled for Saturday, January 21, 2012 with a snow date of February 11, 2012. The Mansfield Town Hall is one possible meeting venue. If Mansfield does host this, then Ginny will be calling upon volunteers to help with set-up and clean-up.

The next meeting will be scheduled for January 3, 2012.

The meeting was adjourned at 8:25 pm.

Respectfully Submitted,

Virginia Walton

**MANSFIELD DOWNTOWN PARTNERSHIP  
NOMINATING COMMITTEE  
Mansfield Downtown Partnership Offices  
Thursday, April 7, 2011**

**3:30 PM**

**MINUTES**

Present: Chair Philip Lodewick, Steve Bacon, Honey Birkenruth, Tom Callahan,  
Betsy Paterson, and Steve Rogers

Staff: Cynthia van Zelm

**1. Call to Order**

Chair Philip Lodewick called the meeting to order at 3:35 pm.

**2. Approval of Minutes from February 3, 2011**

Steve Bacon made a motion to approve the February 3, 2011 minutes. The motion was seconded by Honey Birkenruth. The minutes were approved unanimously.

**3. Recommendation of new Board member**

Mr. Lodewick reported that, at the recommendation of the Committee, he asked Ted Yungclas if he would be willing to serve on the Board and he agreed.

Mr. Lodewick also reported that Kristin Schwab has agreed to serve as the new Chair of the Advertising and Promotion Committee.

**4. Discussion of Executive Committee At-Large Position**

Tom Callahan made a motion to request that Harry Birkenruth serve in the At-Large position on the Executive Committee. Ms. Paterson seconded the motion. The motion was approved unanimously.

**5. Annual Meeting**

The Committee proposed that the annual meeting be held after the groundbreaking during the last week in June. Mr. Lodewick will ask Governor Malloy and UConn incoming President Susan Herbst to attend and speak.

The Committee suggested the dates of June 28 or 29 with the groundbreaking at 5 pm, followed by the annual meeting.

Ms. Paterson asked that retiring Town Director of Planning Gregory Padick be recognized at the annual meeting.

The Committee proposed cancelling the July meeting.

**6. Adjourn**

The meeting adjourned at 4:00 pm.

*Minutes taken by Cynthia van Zelm*

**MANSFIELD DOWNTOWN PARTNERSHIP  
NOMINATING COMMITTEE  
Mansfield Downtown Partnership Offices  
Thursday, April 7, 2011**

**3:30 PM**

**MINUTES**

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The Committee proposed cancelling the July meeting.

**6. Adjourn**

The meeting adjourned at 4:00 pm.

*Minutes taken by Cynthia van Zelm*

Historic District Commission  
Minutes

Meeting November 8, 2011

The meeting convened at 8:05 p.m.

Members Attending: G. Bruhn, J. McGarry, D. Spencer, I. Atwood, L.D.Minearo

Old Business:

There were no minutes from the Sept. – Oct. meetings.  
Minutes were not taken at the June meeting.

New Business:

- I. Prior attempts to revise the Certificate of Appropriateness were discussed.  
J.McGarrity will bring a version which was discussed previously to the  
December meeting.
- II. No response was received from Ms. Kurdys related to the letter sent to her in June  
related to work on her house in Mansfield Centre Historic District.

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Gail Bruhn  
Chairman

**ARTS ADVISORY COMMITTEE**  
 Meeting of Tuesday, 06 December 2011  
 Mansfield Community Center (MCC) Conference Room

MINUTES

1. The meeting was called to order at 7:07p by Tom Bruhn. *Members present:* Tom Bruhn, Scott Lehmann, Blanche Serban, Joe Tomanelli (from 7:30p), David Vaughan. *Members absent:* Kim Bova. *Others present:* Jay O'Keefe (staff).

2. The draft minutes of the 01 November 2011 meeting were approved as written.

3. **Freedom of Information (FOI) workshop.** Jay attended a recent workshop on FOI & summarized some relevant requirements for the Committee: (1) Motions require a quorum; (2) Art displays should be approved or disapproved by a motion; (3) Committee business should be conducted at a scheduled meeting (not by e-mail); (4) Draft minutes should be posted on the Town website within 7 days, approved minutes within 24 hours.

4. **Outdoor performance facilities.** Jay reported that portable outdoor performance facilities can be had for \$35K and up. David thought a simple fixed facility – a covered acoustic shell – would probably cost less and be fine for the performances he has in mind. However, Jay suggested that the Committee talk with others in Town who may have an interest in using an outdoor performance space before it makes any recommendation to the Parks and Recreation Dept. David

5. **Summer band program.** David & Joe have met to begin developing a proposal for a summer band program and had some questions for Jay: (1) Could a school band room be used in the evening? Jay thought this would probably incur a custodial cost of \$40/hr for a minimum of 2 hours. (2) Are Parks and Recreation programs self-supporting? Jay indicated that they were: registrations are expected to cover costs and overhead. The Department works with the program developers to determine direct costs and then adds 25-30% overhead to come up with the minimum amount that must be raised (generally via registrations) for the program to run. In some cases, a start-up program might be subsidized. Bette Stern handles programs, and any proposal for a summer band should be discussed with her.

6. **Art display application form.** David suggested modifying the art display application form so that it is clear whether the applicant is applying to exhibit at the MCC or at the Mansfield Library, the art-display venues the Committee now oversees. The form should also probably require the Librarian's approval for displays at the Library. David volunteered to propose some new wording.

7. **MCC exhibits.**

- a. Tom Bruhn has not been able to get **Suzy Staubach** to come through with an application to exhibit ceramics.
- b. Blanche reported hearing from a number of Open Studio artists that the 3-month exhibit period at the MCC was too long for them to tie up their work, especially when MCC policies make it difficult to sell displayed pieces.
- c. The **Quiet Corner Photography Club** has applied to exhibit photos of Joshua Trust properties by Club members. A sample of these photos was submitted with the application, and the Committee agreed unanimously that such an exhibit would be suitable, assuming the sample is representative. The next available slot appears to be summer 2012: 01 June to 17 August; it may not be possible to display all the photos – 30 to 45 are mentioned – at once. Scott will contact the Club about its exhibit.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Long (5)	Short (2)
15 Oct – 14 Jan			<i>Murray Wachman</i> (acrylics)			
15 Jan – 14 Apr	<i>Kenneth Dubay</i> (wooden bowls)		<i>Jan Geoghegan</i> (encaustic & mixed media)			
15 Apr – 31 May	<i>Mansfield School Art?</i>					
01 Jun – 17 Aug	<i>Quiet Corner Photography Club?</i> (photos of Joshua Trust properties)					
27 Aug – 14 Oct	Festival on the Green advertising, Art Show winners?					
15 Oct – 14 Jan					<i>Jim Gbianelli</i> (machine art)	

8. **Adjourned** at 8:12p. Next meeting: 7:00p, Tuesday, 03 January 2012. Possible guests: Kim will invite Cynthia Van Zelm to discuss an arts presence in the Storrs Center development; David will invite the manager of the Greek Orthodox Church to discuss the church's expectations regarding use of its not-yet-completed Greek Theatre on Dog Lane.

Scott Lehmann, Secretary, 07 December 2011; approved 03 January 2012.

**TOWN OF MANSFIELD  
PERSONNEL COMMITTEE**

**Monday, December 5, 2011  
Audrey Beck Municipal Building, Conference Room B  
Minutes**

Members Present: Deputy Mayor Toni Moran (Chair), Denise Keane, Paul Shapiro

Other Council Members Present: Meredith Lindsey

Staff Present: Matt Hart, Town Manager, Maria Capriola, Assistant to Town Manager,  
Dennis O'Brien, Town Attorney

The meeting was called to order at 6:00p.m.

**1. APPROVAL OF MINUTES**

The meeting minutes of 10/28/11 were moved as presented by Moran and seconded by Shapiro. The minutes were approved as presented (Moran & Shapiro in favor, Keane abstention).

**2. TOWN MANAGER PERFORMANCE REVIEW PROCESS**

Moran reviewed the reasons for wanting to update the Town Manager performance review process and evaluation instrument. Julia Novak and Michelle Ferguson with the Novak Consulting Group were guest speakers. Novak provided sample evaluation instruments, information on evaluating a manager (based on ICMA's core competencies), normative feedback v. an annual review, rating scales/factors, and mechanisms for gathering Council feedback. Ms. Novak facilitated a conversation with Hart and Committee members regarding likes and dislikes of the current system and evaluation instrument. Through consensus the Committee agreed to pursue the following:

- Have the Manager utilize a self-evaluation instrument that is the same as the instrument utilized by Council;
- Use a neutral facilitator to obtain feedback from department heads and direct reports of the Manager;
- Utilize a four point rating system instead of a five point rating system. Create definitions for each rating. Keep comment boxes;
- Update the evaluation instrument questions. Determine which questions to keep, drop, modify, or create. Scale back the number of questions but keep the over-arching evaluation categories.

Committee members agreed to review the current evaluation instrument and submit recommendations to keep, drop, modify, or create questions to Capriola by January 12, 2012. Once Capriola has received the recommendations they will be distributed to the Committee. The Committee's goal is to create a more effective, less burdensome process and instrument.

**3. 2012 REGULAR MEETING SCHEDULE**

Shapiro made the motion, seconded by Keane for the Committee to meet the third Tuesday of January and February 2012 and the third Monday of every month for the months of March

through December 2012 at 6pm. Any changes to the meeting schedule will be properly noticed. The motion passed unanimously.

#### 4. CHAIR'S REPORT/COMMITTEE ORIENTATION

Moran provided a brief overview of the Committee's work plan/activities and orientation. Binders of Personnel Committee related materials will be prepared and distributed to the new members (Shapiro & Keane) at the January meeting.

#### 5. ETHICS CODE

Moran provided an overview of the Committee's work-to-date on draft revisions to the Ethics Code. The draft was based on many recommendations of the Ethics Board as well as the model municipal code recommended by the State of Connecticut. Keane brought up the following items for discussion:

- Financial disclosure form\*
- Personal benefit\*
- Conflict of interest (25-7C)\*
- Severability\*
- Regionalization of Board\*
- Timeliness issues (for Board)\*
- Code violation penalties\*
- Consistency in usage of the phrases "public employee" and "employee"
- Need definition for "political party" and "political committee" (language used in 25-5D) or use "political campaign" in its place.
- Whistleblower protection clause (all set, 25-8J of draft code)
- Gift definition, re: volunteering time - "to the town" should be added
- 25-7B(1) – remove "which to their knowledge." Shapiro and Keane were in favor of removing this language, Moran was opposed.

\* indicates items for further discussion

The Committee will have public comment, limited to five minutes per speaker, on future agendas. The meeting adjourned at 8:32 p.m. The next meeting is scheduled for Tuesday, January 17, 2012.

Respectfully Submitted,  
Maria E. Capriola, M.P.A.  
Assistant to Town Manager

TOWN OF MANSFIELD  
POLICE SERVICES STUDY STEERING COMMITTEE  
October 28, 2011  
Council Chambers, Beck Municipal Building

Minutes

Members Present: M. Capriola, Chief D. Dagon, Cptn. M. Darcy (CSP), Town Manager M. Hart, Council Member M. Lindsey, Deputy Mayor A. Moran, Mayor E. Paterson, Cptn. H. Rynhart (UConn), Chief K. Searles (Windsor)

The meeting began at 10:00 am.

Police Services Study Discussion. The Committee had a discussion regarding the Police Services Study. Discussion included:

- Review of advisory committee feedback from Quality of Life, Town-University Relations, and Mansfield Community-Campus Partnership
- Review of meetings with Connecticut State Police staff, Mansfield Resident Troopers, and UCONN Police Department staff
- Review of public informational sessions
- Modifications to draft report
  - Add historical data on staffing, expenditures, and population.
  - Add capital expenditure outlook for 5-10 years for Option 1 and Option 5. Add capital expenditures/needs for Option 2.
  - Add historical data on clearance rates.
  - Add advisory committee and public information session feedback to the appendices.
- Next Steps
  - Revise and finalize report.
  - Submit report to Council with all alternatives presented.
  - Seek guidance from Council as to how the Police Services Study Steering Committee can help them narrow the options down to one or two preferred options for further consideration.
  - Conduct further analysis on the preferred option(s) if needed.

The meeting adjourned at 12:35 pm.

Respectfully submitted,  
Maria Capriola  
Assistant to Town Manager

Animal Control Activity Report

REPORT PERIOD 2011/ 2012

PERFORMANCE DATA	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	This FY to date	Last FY to date
Complaints investigated:														
phone calls	190	196	176	176	175	159							1072	912
road calls	22	19	14	18	13	21							107	86
dog calls	93	92	92	75	68	76							496	367
cat calls	61	58	60	63	75	56							373	400
wildlife calls	15	8	5	7	7	6							48	27
Notices to license issued	2	0	1	3	6	9							21	30
Warnings to license issued	20	73	20	62	4	127							306	166
General warnings issued	4	3	4	2	0	3							16	22
Infractions issued	1	0	0	0	0	0							1	2
Notices to neuter issued	0	0	1	0	0	1							2	4
Dog bite quarantines	1	0	0	0	0	1							2	4
Dog strict confinement	0	0	0	0	0	0							0	0
Cat bite quarantines	0	0	2	0	0	0							2	2
Cat strict confinement	0	0	0	0	0	0							0	0
Dogs on hand at start of month	4	7	4	2	2	6							25	15
Cats on hand at start of month	12	6	10	15	20	13							76	105
Impoundments	23	20	27	36	18	9							133	147
Dispositions:														
Owner redeemed	10	4	1	6	1	2							24	34
Sold as pets-dogs	5	6	6	2	1	6							26	16
Sold as pets-cats	9	5	9	16	13	8							60	85
Sold as pets-other	0	0	1	0	0	0							1	1
Total destroyed	2	2	5	7	6	1							23	13
Road kills taken for incineration	0	0	2	0	1	1							4	5
Euthanized as sick/unplaceable	2	2	3	7	5	0							19	8
Total dispositions	26	19	24	31	21	17							138	149
Dogs on hand at end of month	7	4	2	2	6	8							29	16
Cats on hand at end of month	6	10	15	20	13	3							67	102
<b>Total fees collected</b>	<b>\$995</b>	<b>\$ 506</b>	<b>\$ 590</b>	<b>\$ 733</b>	<b>\$ 520</b>	<b>\$ 533</b>							<b>\$3,877</b>	<b>\$ 4,545</b>

To: Town Council Planning & Zoning Commission  
 From: Curt Hirsch, Zoning Agent  
 Date: January 10, 2012



Re: **Monthly Report of Zoning Enforcement Activity**  
*For the month of December, 2011*

Activity	This month	Last month	Same month last year	This fiscal year to date	Last fiscal year to date
Zoning Permits issued	8	7	3	67	65
Certificates of Compliance issued	8	5	13	52	68
Site inspections	20	20	25	158	278
Complaints received from the Public	5	4	2	23	29
Complaints requiring inspection	5	2	1	18	23
Potential/Actual violations found	2	2	1	10	20
Enforcement letters	5	1	11	31	66
Notices to issue ZBA forms	1	0	0	5	0
Notices of Zoning Violations issued	0	1	2	8	12
Zoning Citations issued	0	2	3	8	39

Zoning permits issued this month for single family homes = 0, 2-fm = 0, multi-fm = 0  
 2011/2012 fiscal year total: s-fm = 3, 2-fm = 0, multi-fm = 0

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Committee on Committees  
Actions taken at the January 13, 2012 Meeting

Recommendations to Fill Committee Appointments:

Appointment of Kristin Schwab to the Sustainability Committee,

Appointment of Ron Baker as a citizen representative to the Human Services Advisory Committee,

Reappointment of Michael Kurland to the Eastern Highland Health Board of Directors for a three year term ending 1/13/2014.

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Victor Civie Rebuttal of Atty. Fitzgerald January 9, 2012 letter

January 10, 2012

Members of the Mansfield Town Council,

On January 9, 2012, Mr. Mele distributed a letter listing alleged factual errors of a Submission by Mr. Victor Civie to the Council (the Submission).

The undersigned respectfully disagrees with every error that Atty. Fitzgerald presents.

There were a number of trivial points which Atty. Fitzgerald has taken out of context and will not be addressed. If Mr. Mele and Atty. Fitzgerald had knowledge of the complete presentation, in all probability these issues would have been resolved. The undersigned will address any point on request by any council member. There are however a few points worthy of discussion.

1. Atty. Fitzgerald reviews the Submission sentence "Cl&P who is familiar with the costs and technology created the Mount Hope variation and incorporated it in its proposal." On page 2 Atty. Fitzgerald states that the Mount Hope Variation was created "As required by Section 16-50p " Here we reach common ground. We both agree that 16-50p requires CL&P to create the Mount Hope Underground variation. Where we differ is whether this option it is cost prohibitive. As a note, Mr. Mele claims that the underground configuration costs 41 times higher than the overhead configuration. This proposition is absurd. Our cost analysis does not support this figure. The Council was provided with documentation demonstrating an underground configuration that is approximately 2.5 higher. Adjusting to reflect present conditions yields similar results.

2. Atty. Fitzgerald claims that a passage from the Submission on the Transition Station is in error. This is not correct. The passage taken from the Submission is true as it stands. Atty. Fitzgerald did not disagree with the passage but created a new passage. He states that "The required size of a transition station is not proportionate to the length of underground segment it terminates". This statement is misleading. The longer the line, the greater the voltage variations. A short length of transmission line does not require additional space to handle large voltage variations.

Finally, neither Atty. Fitzgerald nor Mr. Mele contemplates the Hoyts Hill Transition station. This small ¼ acre station successfully operates on Hoyts Hill Road in Bethel.

Sincerely

*Victor Civie*

Victor Civie  
860-456-2022  
160 Beech Mountain  
Mansfield Connecticut

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**Sara-Ann Bourque**

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**From:** tulay luciano [tulayluciano@yahoo.com]  
**Sent:** Wednesday, January 18, 2012 12:18 PM  
**To:** Town Council  
**Cc:** Town Mngr  
**Subject:** UConn's unregulated water

Dear Council Members:

After listening to the tape of Jan. 10<sup>th</sup> meeting, I have become very much concerned about the future of land conservation and water issues in Mansfield. It seemed to me that some council members tried to downplay the issue to the point of shrugging their shoulders.

I thank Ms. Lindsey for her persistent insistence that the council and the public should be educated by a public forum about the subject of UConn's acting as a water company although it is not subject to all the rules and regulations that other water companies subject to was kept on the discussion.

I agree with all the public speakers, especially Mr. Quentin Kessel and David Morris.

I am surprised to learn that with all the knowledge base town management has, it has not done anything to remedy the situation; in fact it has continued signing contracts with UConn.

The town is able to, and should, pressure the legislature to pass bills to make UConn a water company subject to all the rules and regulations of water companies.

I urge the town management not to enter any water or land deals with UConn until legislation is passed making UConn a real water company.

I urge the town management make this "water company" issue its first priority and start the council and public education sessions beginning council's next meeting.

Respectfully,  
Tulay Luciano  
808 Warrenton Road,  
Mansfield Center, Ct 06250  
860.429.6612

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**TOWN OF MANSFIELD  
OFFICE OF THE TOWN MANAGER**

Matthew W. Hart, Town Manager

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3336  
Fax: (860) 429-6863

January 9, 2012

The Honorable Dannel P. Malloy  
Governor's Office  
State Capitol  
210 Capitol Avenue  
Hartford, CT 06106

**Re: STEAP Grant for Storrs Center and Village Street**

Dear Governor Malloy:

On behalf of the Town of Mansfield, we would like to thank you for the \$500,000 grant from the Small Town Economic Assistance Program. The grant will greatly assist us with the continued development of the Storrs Center downtown by providing funding for work along the Village Street – the next phase in Storrs Center. Specifically, the STEAP grant will allow for the extension of utilities to the new businesses along the Village Street and on-street parking along a portion of the street. These businesses will be economic drivers for the community, creating additional tax revenue and jobs. Furthermore, the new businesses will stimulate additional economic activity in the surrounding area. Work is scheduled to begin on this phase in April.

We are pleased to report that construction of Phase 1 is on schedule and the new restaurants, shops, and apartments will open in August of this year. Leasing of the apartments is underway with only two and three bedrooms left in this phase. The ground floor retail leasing is also going well with commitments that include the restaurants Dog Lane Cafe, Froyoworld, Moe's Southwest Grill, as well as Select Physical Therapy, and Storrs Automotive. The foundations for the Storrs Center parking garage are under construction with the pre-cast structure to arrive early this winter. The bids for pedestrian and streetscape improvements to Storrs Road and Dog Lane are due on January 10 with utility work to start in February.

We look forward to continuing to work with you to make downtown Mansfield an even greater place to work, live, shop and recreate for residents, students and visitors.

Thank you again for your assistance and support of the Mansfield downtown project.

Sincerely,

*Elizabeth Paterson*  
Elizabeth Paterson  
Mayor

*M. W. Hart*  
Matthew Hart  
Town Manager

**PAGE  
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January 18, 2012

To: Mansfield Town Council

From: Agriculture Committee, Conservation Commission, Parks Advisory Committee, Open Space Preservation Committee

Re: Open Space Preservation Action Plan

Since the 1970's, Mansfield's Open Space Preservation Program has achieved a number of the land conservation goals set out in the Town's Plan of Conservation and Development (POCD). As the Town to grows, the need for keeping a balance between developed areas and natural areas will require continued attention. Natural resources, such as clean water and air, farmland, and forests are important to the health of the Town and its residents. Ensuring that these resources continue to be available is critical to the economic future of the Town and the quality of life for its residents.

During the past year, the committees have reviewed the Town's goals as well as new options for the Town to address these goals and to encourage private landowners to participate in conservation projects. This is a good time to be proactive. The current real estate market offers opportunities that the Town can take advantage of. New funds in state grant programs are available and would allow the Town to leverage its Open Space Fund. Note that this Action Plan builds on previous projects (beginning in 1992) to address the Town's priorities. A list of those projects can be found in the last section.

### **Agriculture Committee Recommendations**

#### *Purchase of development rights*

Provide information to farmland owners (30 acres or more) about the Ct. Farmland Preservation Program of the Ct. Department of Agriculture (DOA). Through this program, the state purchases development rights (PDR) of farmland that qualifies. The land remains in private ownership. Ct. Farmland Trust could assist owners through the PDR process. The Town could offer to partner in the cost-sharing option.

#### *New grant program*

The DOA recently announced a Community Farms Preservation program, which will purchase development rights on farms that are too small (less than 30 acres) to qualify for their existing PDR program (see above). The Town must submit an application to qualify for this program by May 31. Applications by landowners to DOA for the first round are due by July 31. The Agriculture Committee recommends that the Town apply to participate in this program and notify farm owners about it.

### *Protective easements*

Place agricultural conservation easements on Town-owned farmland. A second party should also hold these easements. This would permanently protect agricultural resources and prevent other uses that would adversely affect the agricultural use of these fields. In addition, the Town should add another party to the easements it already holds on farmland to ensure its protection. Ct. Farmland Trust could be asked to accept easements for the above lands.

### **Conservation Commission Recommendations**

Focus on conservation easements rather than fee simple purchase by the Town, especially for conservation of interior forest tracts. The land would remain in private ownership. To encourage donations of conservation easements, the Town could assist with the costs of surveys, legal work, etc. If appropriate, the Town could purchase the easement.

### **Parks Advisory Committee Recommendations**

Review in-holdings within existing Town parks. Review connection opportunities between preserved properties, including Joshua's Trust lands. Recommend contacting landowners to indicate Town interest in preserving these areas. Recommend placing protective easements on Town parks and preserves to ensure that they continue to serve the purpose for which they were acquired. A second party should also hold these easements.

### **Open Space Preservation Committee Recommendations**

The committee supports the above recommendations as part of an Open Space Preservation Action Plan. Further recommendations:

#### *Rivers Projects*

Natchaug River Watershed: Follow-up on the Natchaug Watershed Compact with outreach to landowners along the Fenton, Mt. Hope and Natchaug Rivers Greenways. Recommend a conservation project with other towns and Joshua's Trust to provide information about land management and conservation options along riverfronts.

Willimantic River Greenway: Outreach to riverfront owners as in the Natchaug Watershed.

#### *Interior Forest Project*

The committee reviewed a map prepared by UConn's CLEAR that shows large forest tracts (250 acres to over 500 acres) with an overlay of currently protected lands. The committee recommends an interior forest conservation project in cooperation with Joshua's Trust.

**Thank you** for considering these recommendations. We request Council approval to begin these initiatives. Specific projects would be referred to the Council as they develop. We look forward to working with the Council to achieve these land conservation goals.

**Resources for This Action Plan**

1992 Open Space Project, 1993 Rivers Project, 1996 Agricultural Lands Project, 2006 Mansfield Plan of Conservation and Development (Appendices J and K), 2007 Conservation Options Workshop for Landowners, 2007 Outreach to Forest Landowners Project, 2009 "Mansfield 2020: A Unified Vision" Strategic Plan.

PAGE  
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**Mansfield Self & RV Storage**  
*Making Storage Simple*

Item #15

- Climate Control
- Video Surveillance
- RV - Car - Boat Storage
- Moving & RV Supplies

January 4<sup>th</sup>, 2012

Mr. John Jackman, Fire Marshall  
Town of Mansfield  
Mansfield Town Hall  
4 South Eagleville Road  
Storrs Mansfield, CT 06268

Dear Mr. Jackman,

Mansfield Self Storage, LLC would like to continue offering assistance to our Mansfield neighbors who suffer loss or severe fire damage to their Mansfield homes for the calendar year of 2012. We will provide a 10' X 15' storage unit rent-free for 3 months. The units will be subject to availability.

Hopefully, there will not be a need for our neighbors to use this service, but in the event that they do, we felt that this would be our small way of lessening their loss.

Please let all of the appropriate Mansfield Fire Departments' personnel know of this offer. Feel free to call me if you have any questions.

Very truly yours,

Marisa Houser  
Manager  
Mansfield Self Storage, LLC

cc: Elizabeth Paterson, Mayor  
Matthew Hart, Town Manager

PAGE  
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STATE OF CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 DISTRICT II  
 171 Salem Turnpike  
 Norwich, Connecticut 06360  
 Phone: (860) 823-3220

*L. Huttgren*  
*Town Council*



Item #16

January 12, 2012

Mr. Matthew Hart  
 Town Manager  
 Town of Mansfield  
 Four South Eagleville Road  
 Mansfield, CT 06268

Dear Mr. Hart:

Subject: Tentative Vendor-in-Place Paving Program  
 2012 Construction Season  
 State of CT - District II

Please be advised that the routes on the attached list have been selected for roadway resurfacing under the Department's Vendor-in-Place Paving Program during the 2012 construction season. The Vendor-in-Place Program is a tentative program and is dependent upon legislative approval of the Department's budget request during the 2012 legislative session.

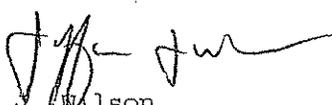
Incidental rehabilitative improvements are also included in projects of this nature. This may include roadway drainage revisions, roadway reclamation, replacement of obsolete protective fences with metal guide rail, sign replacement, minor geometric revisions, and any other items that promote safe traveling conditions.

Please note that a situation may develop that may cause certain adjustments to be made to the selected projects.

You may be the sole recipient of this letter within your town. If other offices within the town may be affected by the proposed roadway resurfacing work or incidental rehabilitative improvements, we request that copies of this letter and the attached list be forwarded to the appropriate parties.

Any questions or concerns regarding the proposed work should be directed to Transportation Maintenance Planner II William Eyberse at (860) 823-3213.

Very truly yours,

  
 Jeffrey J. Wilson  
 Transportation Maintenance  
 Director  
 Bureau of Highway Operations

Attachment

1/6/2012

2012  
DISTRICT 2

PRIORITY	RTE	TOWN	TERMINI	MILES BGN LOG	MILES END LOG	LOG LENGTH	2-LANE MILES	CUM MILES	SP L	DEPTH Inches	ADT X 100	LAST PAVED	Comments	
SECTION 21														
3	12	KILLINGLY		33.51	36.15	2.64	2.64	2.64	2	2	5.6	83	1996	
1	44	MANSFIELD ASHFORD	WILLINGTON	76.61	81.75	5.14	5.14	7.78	2	2	5.6	51	1996	
6	66	EAST HAMPTON		12.83	15.70	2.87	2.87	10.65	2	2	6.0	137	1997	
5	85	COLCHESTER		14.91	18.24	3.33	3.33	13.98	2	2	5.6	54	1998	
9	87	FRANKLIN		0.14	1.19	1.05	1.05	15.03	2	2	6.6	54	1997	
8	149	EAST HADDAM		0.00	0.74	0.74	0.74	15.77	2	2	6.0	39	1998	
7	149	COLCHESTER		6.82	8.63	1.81	1.81	17.58	2	2	6.4	41	1999	
2	171	WOODSTOCK		17.17	20.70	3.53	3.53	21.11	2	2	6.2	95	1997	
4	207	HEBRON	LEBANON	0.00	4.50	4.50	4.50	25.61	2	2	6.3	28	1993	
8	608	LEBANON	BOZRAH	0.00	2.40	2.40	2.40	28.01	2	2	6.4	10	1994	
28.01														
SECTION 23														
4	1	OLD LYME	E. LYME	86.77	92.46	5.69	5.69	5.69	2	2	5.6	67	1993/1995	
1	85	MONTVILLE	SALEM	6.34	9.61	3.27	3.27	8.96	2	2	5.3	127	1995	
5	148	CHESTER		10.27	14.07	3.80	3.80	12.76	2	2	6.4	22	1996 BR. 2695 REPLACEMENT PROJ	
6	154	HADDAM		18.00	19.52	1.52	1.52	14.28	2	2	6.1	37	1994	
3	169	NORWICH		1.25	2.88	1.63	1.63	15.91	2	2	6.4	90	1989	
7	201	GRISWOLD		14.31	18.14	3.83	3.83	19.74	2	2	5.8	14	1994	
2	614	GROTON		1.29	2.63	1.34	1.34	#REF!	2	2	5.6	89	1991	
21.08														
DISTRICT 2 TOTAL = 49.09														
SECTION 21														
Project DOT01720400CN														
F	85	COLCHESTER		17.80	18.24	0.44	0.44	0.44	\$1	2	2	6.0	67	1997
E	66	WINDHAM		34.95	36.21	1.26	1.26	1.70	\$3	2	2	6.0	171	195 Potential Utility Conflict Remains
SECTION 23														
Project DOT01720401CN														
A	1	GROTON		107.50	109.10	1.60	1.60	1.60	\$0	2	2	6.4	63	96-97